CARMEL AREA WASTEWATER DISTRICT

Regular Board Meeting

Thursday, July 30, 2026

9:00 a.m.

3945 Rio Road

Carmel, California 93923

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Public Comment

Agenda Changes

Consent Calendar

CARMEL AREA WASTEWATER DISTRICT
REGULAR BOARD MEETING MINUTES
Thursday, 9:00 a.m., June 25, 2026

3945 Rio Road

Carmel, California 93923

Via Teleconference Webinar & In Person

CALL TO ORDER – ROLL CALL AT 9:02 a.m.

** Signifies virtual attendance*

Present: President Siegfried; President Pro Tem Urquhart (Arrived 9:12 a.m.); Directors Cole, Weiland, and White

A quorum was present

Absent: None

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Domine Barringer, Board Clerk, CAWD
Patrick Treanor, District Engineer
Jeff Bandy, Ph.D., Principal Engineer, CAWD
Alex Henson, Associate Engineer, CAWD
Mohammed Serageldin, Ph.D., Laboratory Manager, CAWD
Chris Foley, Facilities Manager
Matt Green, Chief Plant Operator
Daryl Lauer, Collections Superintendent, CAWD
*Director Laska, Pebble Beach Community District (PBCSD)
Nick Becker, General Manager, PBCSD
Alex J. Lorca-Fenton & Keller, Attorneys at Law, CAWD Legal Counsel

In-Person Public Attendees:
Carmel High School Interns: | Nicholas Rittermal, Bradley Lander, Daniel Bodensteiner

Virtual Public Attendees:
Michael Miller (Guest)
Steve Thomas, TBC Communications

1. ***Appearances/Public Comments:*** Anyone wishing to address the Board on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person. No action shall be taken on any item not appearing on the agenda. During consideration of any agenda item, public comment shall be limited to 3 minutes per person and will be allowed prior to Board action on the item under discussion.

   The President invited members of the public to address the Board regarding matters not appearing on the agenda. There were no public comments made.

   Staff comments:

   - *Barbara Buikema, General Manager, provided a public letter to the board, which was a thank you from a constituent thanking the District for the new sewer pipelines and resurfaced streets. This letter was received after the agenda build and was posted after the meeting.*

   - *Director Weiland asked what the next steps are for the strategic plan that the listening session is completed? President Siegfried responded that scheduling needs to occur via a poll.*

2. ***Agenda Changes:*** Any requests to move an item forward on the agenda will be considered at this time at this time.

Director Cole requested that item number 30 be included in the closed session because it is part of the existing litigation and the wrap up the declaratory letter. Legal Counsel responded it is at the discretion of the Chair and it is something related to the lawsuit, so it would be a proper discussion. It was the understanding that if it was the District's pleasure to they could also have this in open session.

President Siegfried moved to move item number 30 to closed session. The board responded with all Ayes.

Prior to consideration of agenda items, the Board discussed a correction to the published agenda regarding an omitted resolution packet. District Counsel advised the Board regarding Brown Act requirements governing additions to posted agendas, explaining that items generally may not be added after posting except under limited emergency circumstances. Staff explained the omitted resolution was intended to appear after Agenda Item No. 28 and discussed options for addressing the omission in compliance with applicable law.

Following discussion, the Board proceeded with the published agenda.

3. CLOSED SESSION: *As permitted by Government Code Section 54950 et seq., the Board of Directors will adjourn to a Closed Session:*

A. Conference with Legal Counsel – Existing Litigation
Government Code section 54956.9(d)(1)
Carmel Area Wastewater District vs. Pebble Beach Community Services District
Monterey County Superior Court Case No. 26CV001951

B. CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION Government Code section 54956.9(d)(1) Name of case: (Hunter Leighton v. Carmel Area Wastewater District. Monterey County Superior Court case no. 26CV001187.)

The Board convened in closed session at 9:06 a.m. and during that time Pro Tem Urquhart joined the board meeting at 9:12 a.m.. The Board adjourned closed session at 9:41 a.m. and reconvened in open session at 9:42 a.m. Legal Counsel reported that, with respect to both closed-session items, an update was provided to the Board and direction was given, but no reportable action was taken. Legal Counsel stated to clarify the record that Item #30 was not imported into closed session. The motion was to remove the item from the agenda.

The meeting continued to item number four on the agenda discussing Assembly Bill 2561regarding vacant positions.

4. Receive Staff Report – Assembly Bill 2561-Local public employees: Vacant Positions-*Report by General Manager, Barbara Buikema*

Barbara Buikema, General Manager, presented the District's annual vacant positions report as required under Assembly Bill 2561. The report summarized authorized staffing levels, current vacancies, recruitment efforts, and workforce planning considerations. Staff explained the statutory reporting requirements and confirmed compliance with the legislation.

OPEN PUBLIC HEARING #1

Open Public Hearing on Thursday, June 25, 2026, or Soon Thereafter as the Matters May Be Taken Up considering– Report by General Manager, Barbara Buikema

The meeting continued into a public hearing at 9:44 a.m. There was no public comment or appearances at the board meeting. The public hearing was closed at 9:46 a.m. as the board moved into the next agenda item.

Motion: Director White moved to accept the report and the data. The motion was seconded by Director Urquhart.

Board Action: Board received and accepted the report. The motion carried unanimously, with all Directors present and voting Aye.

5. **Receive Staff Report** - for Sewer Rates for Fiscal Year 2026-27-*Report by General Manager, Barbara Buikema*

General Manager Barbara Buikema presented the proposed sewer service charges for Fiscal Year 2026–2027. This will be the fourth year that rates have not increased, and because there was no increase in rates Prop 218 Is not required.

Staff reviewed:

- *Rate calculations*
- *Revenue requirements*
- *Operational and capital funding needs*
- *Compliance with Proposition 218*
- *Annual budget assumptions*

OPEN PUBLIC HEARING #2

Open Public Hearing on Thursday, June 25, 2026, or Soon Thereafter as the Matters May Be Taken Up considering Ordinance 2026-ZZ establishing sewer service charges for Fiscal Year 2026-27.

The President invited public comment.

No public appearance or testimony was received.

Ordinance 2026-02; ***An Ordinance Establishing Sewer Service Charges for Fiscal Year 2026-2027 and thereafter, Providing for the Collection of Such Charges on the Tax Roll, and Providing Further that this Ordinance and the Charges Established Hereby and the Tax Collection Procedure Selected Herein Shall Remain in Effect Until Either the Said Charges are Revised or this Ordinance is Otherwise Amended or Repealed*** – *Report by General Manager, Barbara Buikema*

Motion: Director Urquhart moved to approve the Ordinance Establishing Sewer Service Charges for Fiscal Year 2026-2027. The motion was seconded by Director White.

Board Action: The Board action motion carried unanimously, with all Directors present and voting Aye.

After The Board Action was taken the board moved to the Consent Calendar.

CONSENT CALENDAR: APPROVAL OF MINUTES, FINANCIAL STATEMENTS AND MONTHLY REPORTS-ALL REPORTS RELATE TO CURRENT YEAR

The Consent Agenda consists of routine items for which Board approval can be taken with a single motion and vote. A Board Member may request that any item be placed on the Regular Agenda for separate consideration.

There was no public comment on the Consent Calendar.

President Siegfried requested that Item No. 18 (Facilities Manager Maintenance & Operations Report) be pulled from the Consent Calendar for later Board discussion on the regular agenda.

Motion: Director Urquhart moved to approve the Consent Calendar. The motion was seconded by Director Weiland.

Vote: President Siegfried called for the vote. The motion carried unanimously, with all Directors present and voting Aye.

Action: The Board approved the Consent Calendar, except for Item No. 18 which was pulled for discussion later in the board meeting.

6. May 28, 2026 Regular Board Minutes, June 1 Special Meeting – Listening Session Non-Represented Employees, June 17 Special Meeting – Assembly Bill 827 Fiscal & Financial Training
7. Receive and Accept Bank Statement Review by Clifton Larson Allen (CLA) May 2026 (not available at time of Board meeting) & April 2026 (included in the packet)
8. Receive and Accept Schedule of Cash Receipts & Disbursements May 2026
9. Approve Register of Disbursements – Carmel Area Wastewater District May 2026
10. Approve Register of Disbursements – CAWD/PBCSD Reclamation Project May 2026
11. Receive and Accept Financial Statements and Supplementary Schedules May 2026
12. Receive and Accept Collection System Superintendent's Report For May & April, March 2026
13. Receive and Accept Safety and Regulatory Compliance Report May l 2026
14. Receive and Accept Treatment Facility Operations Report For May & April, March 2026
15. Receive and Accept Laboratory/Environmental Compliance Report May 2026
16. Receive and Accept Capital Projects Report/Implementation Plan
17. Receive and Accept Project Summaries – Capital & Non-Capital
18. (Pulled for later discussion in the meeting) Receive and Accept Facilities Manager Maintenance & Operations Report – May 2026
19. Receive and Accept Source Control-Environmental Compliance Report- May 2026

ACTION ITEMS BEFORE THE BOARD

Action Items consist of business which requires a vote by the Board. These items are acted upon in the following sequence:

(1) Staff Report (2) Board Questions to Staff (3) Public Comments, and (4) Board Discussion and Action.

RESOLUTIONS

20. **Resolution No. 2026-45; A Resolution Adopting Budget for the Fiscal Year 2026-27-** *Report by Barbara Buikema, General Manager*

Motion: Director White moved to approve Resolution No. 2026-45. The motion was seconded by Director Urquhart.

Vote: The motion carried unanimously, with all Directors present and voting. President Siegfried then requested that a roll call vote be taken. The Board roll call was completed with a Aye votes from each Board member.

Action: The Board adopted the Budget for Fiscal Year 2026-27.

The Fiscal Year 2026-27 Budget – Was Provided Under Separate Cover

21. **Resolution No. 2026-46; A Resolution Approving the Designating Classification Titles In The Carmel Area Wastewater District And Providing For The Number Of Positions And Monthly Salary Ranges For Represented Employees-** *Report by General Manager, Barbara Buikema*

Motion: Director Urquhart moved to approve Resolution No. 2026-46. The motion was seconded by Director Weiland.

Vote: The motion carried unanimously, with all Directors present and voting Aye.

Action: The Board Approved the Designating Classification Titles In The Carmel Area Wastewater District And Providing For The Number Of Positions And Monthly Salary Ranges For Represented Employees.

22. **Resolution No. 2026-47**; **A Resolution Approving the Designating Classification Titles In The Carmel Area Wastewater District And Providing For The Number Of Positions And Monthly Salary Ranges For <u>Non-Represented</u> Employees-** *Report by General Manager, Barbara Buikema*

Motion: Director Urquhart moved to approve Resolution No. 2026-47. The motion was seconded by Director White.

Vote: The motion carried unanimously, with all Directors present and voting Aye.

Action: The Board Approved the Designating Classification Titles In The Carmel Area Wastewater District And Providing For The Number Of Positions And Monthly Salary Ranges For <u>Non-Represented</u> Employees.

23. **Resolution No. 2026-48-Certifying Compliance with State Law with Respect to the Leving of General and Special Taxes Assessments and Property Related Fees and Charges –** *Report by Barbara Buikema, General Manager*

Motion: Director White moved to approve Resolution No. 2026-48. The motion was seconded by Director Urquhart.

Vote: The motion carried unanimously, with all Directors present and voting Aye.

Action: The Board Certifying Compliance with State Law with Respect to the Leving of General and Special Taxes Assessments and Property Related Fees and Charges.

24. **Resolution No. 2026-49-A Resolution Approving a Contribution of $1,000,000 to "Defend or Managed Retreat Restricted Reserve" as Part of the Budget Process for Fiscal Year 2026-27-** *Report by Barbara Buikema, General Manager*

Motion: Director Weiland moved to approve Resolution No. 2026-49. The motion was seconded by Director Urquhart.

Vote: The motion carried unanimously via a roll call vote, with all Directors present and voting Aye.

Action: The Board Approving a Contribution of $1,000,000 to "Defend or Managed Retreat Restricted Reserve" as Part of the Budget Process for Fiscal Year 2026-27.

(Agendize Request)President Siegfried made a motion to agendize a discussion to keep up with inflation and the sea level rise account, which was seconded by Director Urquhart.

Vote: The motion carried unanimously, with a roll call vote and all Directors present and voting Aye.

Action: Board approved agendizing the discussion to keep up with inflation and the sea level rise account at the August Board meeting.

25. **Resolution No. 2026-50-A Resolution Determining the Fiscal Year 2026-27 Tax Proceeds Appropriation Limitation for the Carmel Area Wastewater District –** *Report by Barbara Buikema, General Manager*

Motion: Director Urquhart moved to approve Resolution No. 2026-50. The motion was seconded by Director Cole.

Vote: The motion carried unanimously, with a roll call vote and all Directors present and voting Aye.

Action: The Board Determining the Fiscal Year 2026-27 Tax Proceeds Appropriation Limitation for the Carmel Area Wastewater District.

26. **Resolution No. 2026-51 - A Resolution Specifying The District Sewer Connection Fees, As Adopted By Ordinance No.85-2, Commencing July 1, 2026–** *Report by Barbara Buikema, General Manager*

Motion: Director White moved to approve Resolution No. 2026-51. The motion was seconded by Director Urquhart.

Vote: The motion carried unanimously, with a roll call vote and all Directors present and voting Aye.

Action: The Board Specifying The District Sewer Connection Fees, As Adopted By Ordinance No.85-2, Commencing July 1, 2026.

27. **Resolution No. 2026-52 - A Resolution Authorizing The General Manager To Purchase A New Di System - Millipore Sigma Amount Not To Exceed $40,000–** *Report by Mohammed Serageldin, Laboratory Manager*

> ***Motion: Director Urquhart moved to approve Resolution No. 2026-52. The motion was seconded by Director White.***
>
> ***Vote: The motion carried unanimously, with a roll call vote and all Directors present and voting Aye.***
>
> ***Action: The Board Authorized The General Manager To Purchase A New Di System - Millipore Sigma Amount Not To Exceed $40,000.***

28. **Resolution No. 2026-53 - A Resolution Contract for CCLEAN Program Regional Monitoring - Applied Marine Sciences - $624,703–** *Report by Patrick Treanor, District Engineer*

> ***Motion: Director Weiland moved to approve Resolution No. 2026-53. The motion was seconded by Director Urquhart.***
>
> ***Vote: The motion carried unanimously, with a roll call and all Directors present and voting Aye.***
>
> ***Action: The Board Approved The Contract for CCLEAN Program Regional Monitoring - Applied Marine Sciences.***

COMMUNICATIONS

29. **General Manager Report –** Report by General Manager, Barbara Buikema
Presented by Barbara Buikema, General Manager

The General Manager presented information on the items below orally and no action was taken by the Board.

a. Annual Employee Picnic (September 25, 2026)
b. Certificate of Insurance Information
c. CASA Annual Conference 2026 - August 4 - 7 , 2026 - The Meritage Resort and Spa, Napa, CA , USA

OTHER ITEMS BEFORE THE BOARD

30. Discussion and Direction Regarding Payments to the Law Firm of DeLay & Laredo in Connection with Reclamation Management Committee. - *Report by Barbara Buikema, General Manager*

This item was not moved into closed session but was pulled from the agenda and reported out by Legal Counsel during the closed session report out.

31. Proposed Reclamation Document Task Force, Date To Be Determined. - *Report by Barbara Buikema, General Manager*

Board Action: Select A Delegate To Review All Reclamation Agreement Documents

Motion: Director Cole moved to approve Jeff Bandy as the task force representative. The motion was seconded by Director White.

Vote: The motion carried unanimously, with all Directors present and voting Aye.

Action: The Board approved that Jeff Bandy, Principal Engineer, represents the District for the Reclamation Task Force.

32. Landscape Design -*Report by Facilities Manager, Chris Foley*

Board Action: A Motion To Approve The Landscape Design

Motion: Director Urquhart moved to approve the landscape design except for the picnic area. The motion was seconded by Director White.

Vote: The motion carried unanimously, with the board agreeing to the direction given to staff.

Action: The Board provided the direction to staff on how to proceed with the landscape design.

Item 18 from the Consent Calendar: *Was taken up at this time in order for Mr. Foley to address the wrapping of clothing in this area with respect to the question from the board.*

Motion: Director Urquhart moved to approve Consent Item #18. The motion was seconded by President Siegfried.

President Siegfried called for All In Favor. The Response was all Ayes. Consent Item #18 regarding the Facilities Manager report was approved.

INFORMATION/DISCUSSION ITEMS

Item number 36 on the agenda was discussed directly after approving item number 18 from the consent calendar.

33. Pebble Beach Community Service District March Meeting, 2026- *Report by Barbara Buikema, General Manager*

34. *Reclamation Management Committee (RMC) – June 9, 2026- Report by Barbara Buikema, General Manager*

General Manager, Barbara Buikema, stated that the budget was approved. Director Cole inquired to Mr. Becker if the additional RMC meetings that the budget will need to be updated to reflect the increase in these meetings. Mr. Becker suggested that this discussion item be brought up at the next RMC meeting.

35. Sewer Replacement Construction Update Regarding Scenic Road Sewer Replacement & Santa Rita & Guadalupe Sewer Replacement-*Report by District Engineer, Patrick Treanor*

Mr. Treanor provided an update regarding these projects.

36. Staff Conference Attendance – *Report by Domine Barringer, Board Clerk*

The Board received the information from the board clerk regarding the conferences attended.

Announcements on Subjects of Interest to the Board Made by Members of the Board or Staff

a. *Oral reports or announcements from Board President, Directors or staff concerning their activities and/or meetings or conferences attended.*

PBCSD Board Public Meeting Notice & Agenda – The next PBCSD meeting is scheduled for:
Friday, June 26th, 2026, at 9:30 a.m. –Director White is scheduled to attend
Friday, July 31st, 2026, at 9:30 a.m. –Director Cole is scheduled to attend

Special Districts Association (SDA) of Monterey County – The next SDA meeting is scheduled for:
Tuesday, July 21, 2026, at 6:00 p.m. –Director Weiland scheduled to attend the meeting
Tuesday, October 21, 2026, at 6:00 p.m. –President Siegfried scheduled to attend the meeting
Tentative dates not confirmed

Reclamation Management Committee (RMC) Meeting – The next RMC meeting is scheduled for:
Tuesday, July 14th, 2026, at 9:30 a.m. Director Cole and Director Weiland are scheduled to attend.

- *Mr. Foley took the opportunity to introduce the three Carmel Highschool Interns to the board.*

- *Director Weiland stated that the General Manager, Barbara Buikema, will send out a doodle poll regarding the coordination of dates for the retreat.*

- *Director Cole asked if there was going to be a review of the board and suggested a comment box.*

37. Requesting the Board of Directors take another photo for the website landing page **-***Chris Foley, Facilities Manager*

The photo was taken after the meeting and posted on the District website https://www.cawd.org/board-members

There being no further business to come before the Board, the meeting was adjourned at 11:23 a.m.

ADJOURNMENT

The next regular Board meeting will be held at 9:00 a.m. on Thursday, July 30, 2026, or on an alternative acceptable date. The following regular Board meeting will be held at 9:00 a.m. on Thursday, August 27, 2026. *NOTE: The meeting will have a teleconference option hosted through Zoom. You can access the Zoom link by visiting our website, www.cawd.org. If you need assistance, please call the District office at 831-624-1248 or send an email to downstream@cawd.org. After staff reports have been distributed, if additional documents are produced by the District and provided to the Board regarding any item on the agenda, they will be made available on the District website.*

As Reported To:

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Domine Barringer, Board Clerk

APPROVED:

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Robert Siegfried, President of the Board

CARMEL AREA WASTEWATER DISTRICT

Salary & Benefits Committee

STANDING COMMITTEE MEETING MINUTES

9:00 a.m. Wednesday, July 1, 2026

Via teleconference and in person

Call to Order/Roll Call

The meeting was called to order at 9:15 a.m.

Present: Pro Tem Urquhart & Director White

**Signifies Virtual Attendance*

Other Attendees:
Barbara Buikema, General Manager
Sara B. Boyns, Fenton & Keller

Absent: **None**

1. **Appearances/Public Comment** *Anyone wishing to address the Committee on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person per topic. No action shall be taken on any item not appearing on the agenda.*

No public comment was received.

2. **Agenda Changes** *Any requests to move an item on the agenda will be considered at this time.*

There were no agenda changes.

3. **Discussion Items**

- *Employee Handbook*
  - *The Committee requested that the employee handbook be sent to the Laborers' International Union of North America (LiUNA) 792 for review.*

- *Discussion Regarding the June 1, 2026, Special Meeting – Non-Represented Listening Session*

- *Discussion of Human Resource Services & Consultant*

The meeting was adjourned at 10:35 a.m.

4. ADJOURNMENT

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As Reported To:

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Barbara Buikema, General Manager

APPROVED: ________________________
Kevan Urquhart, Pro Tem

CARMEL AREA WASTEWATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Community Meeting Minutes
Pescadero - Carmel Woods Sewer Project
Wednesday, 5:30 p.m., July 15, 2026

** Signifies virtual attendance.*

Present: *Director Weiland; Director White

A quorum was not present.

APPEARANCES, ORDERS OF BUSINESS & ANNOUNCEMENTS

Absent: President Siegfried, Pro Tem Urquhart, Director Cole

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Domine Barringer, Board Clerk (CAWD)
Jeff Bandy, Principal Engineer (CAWD)
Alex Henson, Associate Engineer (CAWD)

In-Person Public Attendees:
Philip Aissen | Constituent
Jim and Sharon Burnis | Constituents
Michael and Barbara Lang | Constituents

Virtual Public Attendees:
Steve Thomas | TBC Communications
Frank (Guest)
Laura (Guest)
Lisa (Guest)

ORDERS OF BUSINESS & ANNOUNCEMENTS

1. ***Appearances/Public Comments:*** *Anyone wishing to address the Board on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person. No action shall be taken on any item not appearing on the agenda. During consideration of any agenda item, public comment shall be limited to 3 minutes per person and will be allowed prior to Board action on the item under discussion.*

2. ***Agenda Changes:*** *Any requests to move an item forward on the agenda will be considered at this time.*

   The July 15, 2026 agenda incorrectly identified the meeting as "Pescadero/Carmel Meadows Informational Meeting"; the correct title was "Pescadero/Carmel Woods."

3. **Community Meeting: Pescadero-Carmel Woods Sewer Project**
   Mr. Bandy provided a presentation, followed by a question-and-answer session. The presentation was posted to the District website following the meeting.

4. **ADJOURNMENT**

There being no further business, the meeting concluded at 6:15 p.m.

The next regular Board meeting will be held at 9:00 a.m. on Thursday, July 30, 2026, or on another acceptable date. The following regular Board meeting will be held at 9:00 a.m. on Thursday, August 27, 2026. *NOTE: The meeting will have a teleconference (Zoom webinar) option. You can access the Zoom link by visiting our website, www.cawd.org. If you need assistance, please call the District office at (831) 624-1248 or send an email to downstream@cawd.org. After staff reports have been distributed, if additional documents are produced by the District and provided to the Board regarding any item on the agenda, they will be made available on the District website.*

As Reported To:

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Domine Barringer, Board Clerk

APPROVED: ______________________________
Robert Siegfried, President of the Board

CARMEL AREA WASTEWATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Community Meeting Minutes
Pescadero - Carmel Woods Sewer Project
Wednesday, 5:30 p.m., July 22, 2026

** Signifies virtual attendance.*

A quorum was present and no action were taken

APPEARANCES, ORDERS OF BUSINESS & ANNOUNCEMENTS

Present: President Siegfried, Pro Tem Urquhart, Director White, *Director Cole

Others: Barbara Buikema, General Manager, Carmel Area Wastewater District (CAWD or District)
Domine Barringer, Board Clerk (CAWD)
Jeff Bandy, Principal Engineer (CAWD)
Alex Henson, Associate Engineer (CAWD)

In-Person Public Attendees:
Alvan Adams | Constituent
Steve & Joyce Sandweiss | Constituents
Steve Thomas | TBC Communications

Virtual Public Attendees:
drob(Guest)
davekolm (Guest)
Donna (Guest)
Greg Kostigen (Guest)
Jeff Meacham (Guest)
92525 (Guest)
Jeff's Notetaker (otter.ai) (Guest)

ORDERS OF BUSINESS & ANNOUNCEMENTS

1. ***Appearances/Public Comments:*** *Anyone wishing to address the Board on a matter not appearing on the agenda may do so now. Public comment shall be limited to 3 minutes per person. No action shall be taken on any item not appearing on the agenda. During consideration of any agenda item, public comment shall be limited to 3 minutes per person and will be allowed prior to Board action on the item under discussion.*

2. ***Agenda Changes:*** *Any requests to move an item forward on the agenda will be considered at this time.*

3. **Community Meeting: Pescadero-Carmel Woods Sewer Project**

Mr. Bandy provided a presentation, followed by a question-and-answer session. The presentation was posted to the District website following the meeting.

4. ADJOURNMENT

There being no further business, the meeting concluded at 6:15 p.m.

The next regular Board meeting will be held at 9:00 a.m. on Thursday, July 30, 2026, or on another acceptable date. The following regular Board meeting will be held at 9:00 a.m. on Thursday, August 27, 2026. *NOTE: The meeting will have a teleconference (Zoom webinar) option. You can access the Zoom link by visiting our website, www.cawd.org. If you need assistance, please call the District office at (831) 624-1248 or send an email to downstream@cawd.org. After staff reports have been distributed, if additional documents are produced by the District and provided to the Board regarding any item on the agenda, they will be made available on the District website.*

APPROVED: ______________________________
Robert Siegfried, President of the Board

As Reported To:

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Domine Barringer, Board Clerk

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

Board of Directors
Carmel Area Wastewater District
Carmel, California

We have performed the procedures enumerated below on the bank records of Carmel Area Wastewater District (CAWD) for the month of May 2026. CAWD's management is responsible for the bank records of CAWD.

The Board of Directors of CAWD have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of applying agreed-upon procedures to your bank reconciliations, in order to provide users with factual findings about the bank records used by the entity. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures we performed, and the associated findings, are as follows:

1) For Cash account #3, we agreed the opening and ending balance on the reconciliation report to the County of Monterey Trial Balance Summary.
   a) No exceptions were found as a result of this procedure.
2) For Cash account #6, operating, we agreed the opening and ending balance on the reconciliation report to the Chase Bank Statement.
   a) No exceptions were found as a result of this procedure.
3) For Cash account #7, payroll, we agreed the opening and ending balance on the reconciliation report to the Chase Bank Statement.
   a) No exceptions were found as a result of this procedure.
4) For Cash account #6, we compared the signatures on each check and compared them to a copy of the signature card on file with your bank to determine if the correct authorized people have signed the checks (we are not handwriting or forgery experts).
   a) One exception was found as a result of this procedure. Check # 8865 dated May 4th, 2026, payable to The Ford Store Morgan Hill in the amount of $54,194.80 was missing a second signature.
5) For Cash account #6, we compared the payees, the amounts, and the check number on the checks and matched it to the payee names, amounts, and check numbers appearing in the cash disbursements journal.
   a) No exceptions were found as a result of this procedure.
6) For the three cash accounts noted above, we matched interbank account transfers.
   a) No exceptions were found as a result of this procedure.

We were engaged by the Board of Directors of CAWD to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the bank records of CAWD. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of CAWD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of Directors of CAWD and is not intended to be, and should not be, used by anyone other than this specified party.

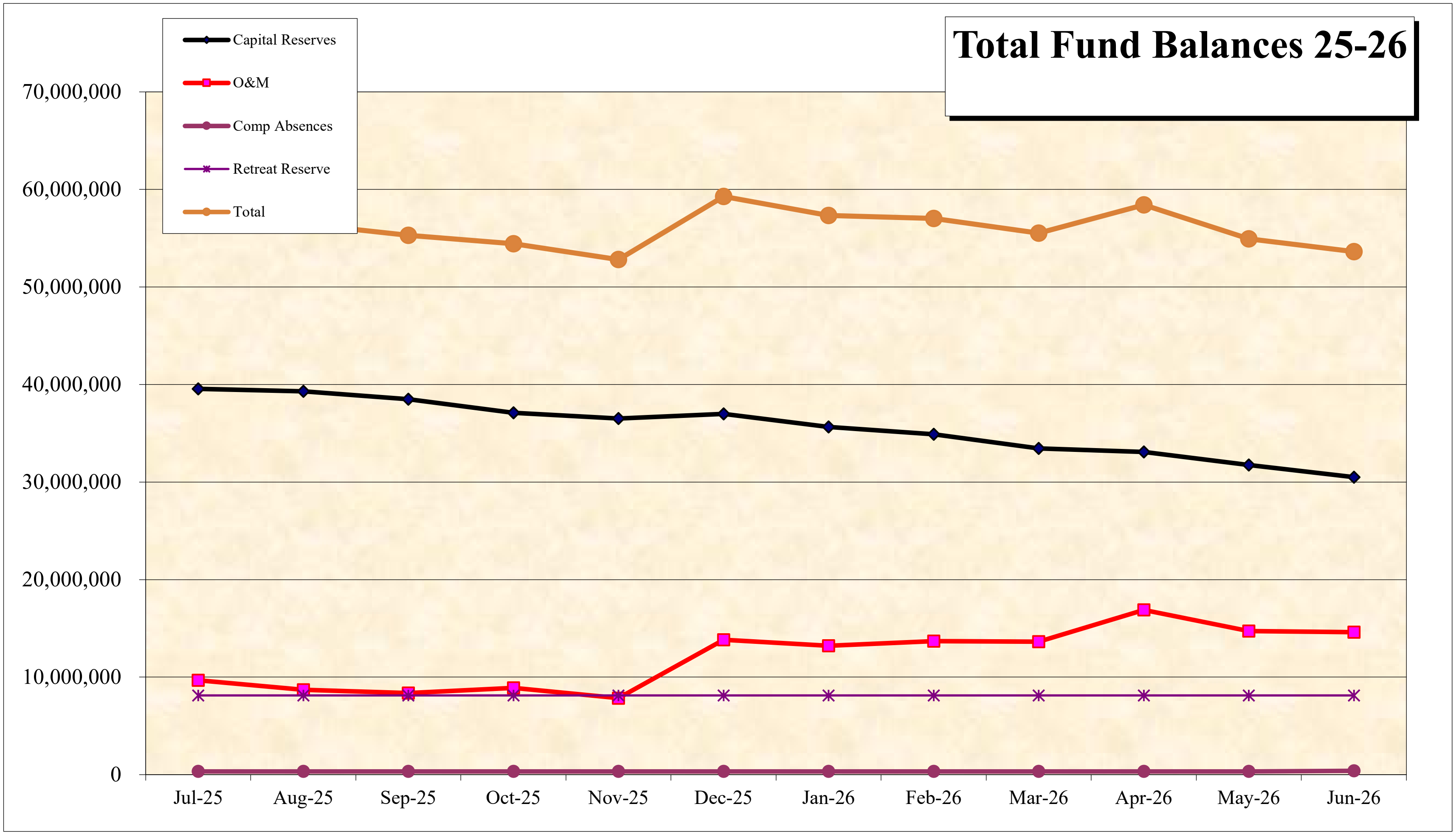
CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

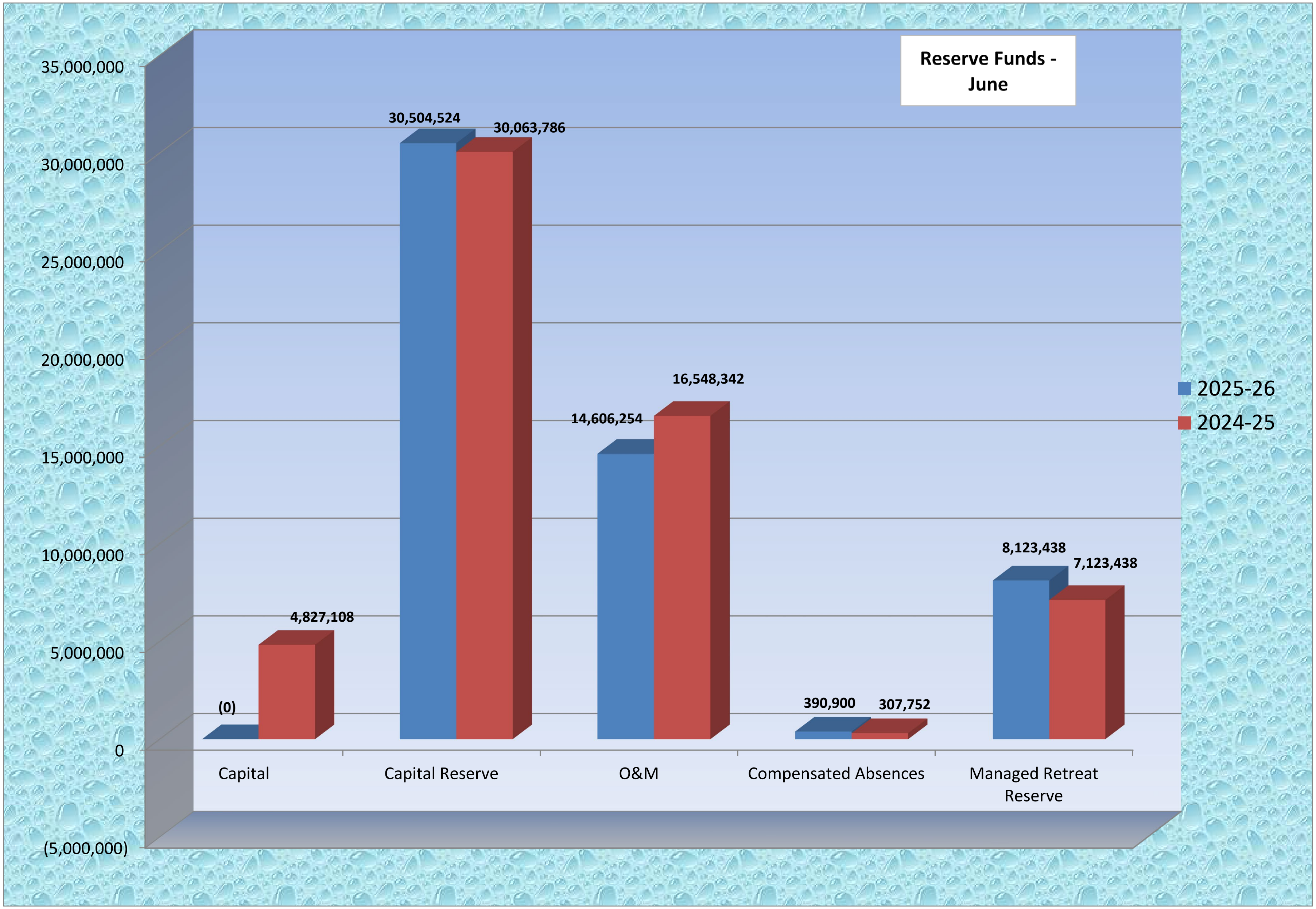
Salinas, California
July 7, 2026

Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - JUNE 2026

	Capital Fund	Capital Improvement Reserve	General O & M Fund	Compensated Accruals Reserve	Defend or Managed Retreat Reserve	COUNTY Total Fund Balance	Chase Bank O & M Balance	Chase Bank PR Balance	L.A.I.F. Balance
BALANCE BEGINNING OF MONTH	$1,205,828	$30,552,551	$14,725,486	$326,743	$8,123,438	$54,934,045	$1,963,613	$2,709	$1,381,298
Receipts:									
User Fees			141,951						
Property Taxes		49,119							
PBCSD Treatment Fees							115,000		
Reclamation O & M reimbursement							121,760		
Reclamation capital billing									
Permits							3,180		
PBCSD capital billing									
Other misc. revenue							1,388		
Interest income									
CCLEAN receipts									
Enersponse LLC-PG&E rebates									
GovDeals-sale of PLC controllers							610		
Carmel Reserve LLC (Sept. Ranch)									
Brine disposal fees							12,860		
Chargepoint payments							164		
Connection fees							10,587		
Void checks									
Total Receipts	0	49,119	141,951	0	0	191,070	265,548	0	0
Fund Transfers:									
Transfers to Chase Bank O&M	(1,302,974)		(197,026)				1,500,000		
Transfers to Chase Bank PR							(335,000)	335,000	
Transfer to Defend or Managed Retreat Fund									
Intra-fund transfers for capital expenditures	97,146	(97,146)							
Adjust Compensated Accruals Reserve			(64,157)	64,157					
Total Transfers	(1,205,828)	(97,146)	(261,183)	64,157	0	(1,500,000)	1,165,000	335,000	0
Disbursements:									
Operations and capital							1,868,311		
Payroll & payroll taxes								334,231	
Employee Dental reimbursements							1,481		
CALPERS EFT							54,644		
CAWD SAM pension EFT							0		
Union dues EFT							824		
Home Depot EFT							1,210		
US Bank EFT							27,476		
Deferred comp contributions EFT							12,080		
PEHP contributions EFT							4,528		
Bank/ADP fees							5	1,129	
Procurify Pro Users									
Annual County admin billing fee									
GASB 68 report fee									
Unfunded CALPERS liabilities									
Total Disbursements	0	0	0	0	0	0	1,970,558	335,360	0
BALANCE END OF MONTH	(0)	30,504,524	14,606,254	390,900	8,123,438	**53,625,116**	**1,423,604**	**2,349**	**1,381,298**



Capital Reserve + O&M + O&M Reserve + Compensated Absences Reserve = Total Fund held in County


Reserve Funds - June
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
0
(5,000,000)
(0)
4,827,108
30,504,524
30,063,786
14,606,254
16,548,342
390,900
307,752
8,123,438
7,123,438
Capital
Capital Reserve
O&M
Compensated Absences
Managed Retreat Reserve
2025-26
2024-25

Carmel Area Wastewater District
Disbursements
Jun-26

Date	Check	Vendor	Description	Amount
06/03/26	8926	Alameda Electrical Distributors	Siemens 600V SFTY SW and electrical supplies	7,396.79
06/03/26	8927	Albion Environmental, Inc.	Perimeter Fence Project 19-18 **(CAPITAL)**	21,709.20
06/03/26	8928	Amazon Capital Services	Plant and admin office and operating supplies	1,477.00
06/03/26	8929	American Lock & Key	Keypad lock on closet at admin	1,162.44
06/03/26	8930	American Legal Publishing Corporation	Ordinance/Resolution/Agreement links	50.00
06/03/26	8931	AT&T Mobility	Cell service and SCADA text modem	1,279.48
06/03/26	8932	AT&T CALNET 3	Admin alarm	41.32
06/03/26	8933	AT&T	Plant fiber router	755.98
06/03/26	8934	Beth Ingram	Lab analyst and maintenance mechanic recruiting	10,590.02
06/03/26	8935	Bryan Mailey Electric, Inc.	Plant and Collections electrical service	9,735.00
06/03/26	8936	Calcon Systems	Annual SCADA Software Support	5,178.75
06/03/26	8937	Certifical, Inc.	Enterprise subscription annual fee	60.00
06/03/26	8938	Cintas Corporation	Laundry service	1,395.63
06/03/26	8939	Clark Pest Control	Plant service	324.00
06/03/26	8940	CliftonLarsonAllen LLP	Bank reconciliation oversight	603.75
06/03/26	8941	Comcast	Admin internet	353.57
06/03/26	8942	Comcast	Pump station internet	537.00
06/03/26	8943	Culligan Water Conditioning	C&I exchange service for the lab	24.00
06/03/26	8944	Del Monte Gardeners	Easement clearings	11,880.00
06/03/26	8945	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,913.91
06/03/26	8946	Fastenal Company	Operating supplies	1,903.54
06/03/26	8947	Fay F. Montasser	Connection fee and previous charges refund due to being on septic	8,679.44
06/03/26	8948	FGL Environmental	Sample analysis	253.00
06/03/26	8949	Fisher Scientific	Lab supplies	1,796.59
06/03/26	8950	Frank A. Olsen Company	Swing check valves and port plug valves with cast iron bodies	15,362.56
06/03/26	8951	**OVERFLOW STUB**		0.00
06/03/26	8952	Grainger	Operating supplies and small tools	2,287.34
06/03/26	8953	Green Infrastructure Design	Web GIS Mapping for collections	3,440.00
06/03/26	8954	Idexx Laboratories	Lab supplies	1,109.66
06/03/26	8955	JD's Underground	Water line repair at admin	3,678.48
06/03/26	8956	Kennedy/Jenks Consultants	Potable Water & Gas Main Repl. Project 22-03 and Perimeter Fence Project 19-18 **(CAPITAL)**	15,610.85
06/03/26	8957	K.J. Woods Construction, Inc.	Scenic Rd. Pipe Rehab #20-08 **(CAPITAL)**	968,851.80
06/03/26	8958	Klir, Inc.	Annual Permit Management license	8,268.75
06/03/26	8959	Liebert Cassidy Whitmore	District legal services	95.00
06/03/26	8960	Lori Bungarz and Tom Nootbaar	Santa Rita & Guadalupe Pipeline Project #23-01damage repair **(CAPITAL)**	2,795.02
06/03/26	8961	Mission Communications, LLC	In-ground antenna	405.98

Carmel Area Wastewater District
Disbursements
Jun-26

Date	Check	Vendor	Description	Amount
06/03/26	8962	Monterey Bay Analytical Services	Sample analysis	974.00
06/03/26	8963	Monterey County Health Dept.	Petroleum, hazardous materials and waste oil permit fees	2,771.00
06/03/26	8964	Motion Industries, Inc.	Shaft grounding motor	991.21
06/03/26	8965	Napa Auto Parts	Oil, air and fuel filters	203.51
06/03/26	8966	Nguyen Security	Board meeting security service	315.00
06/03/26	8967	OnPoint Generators, Inc.	Cooling system service at Bay and Scenic	4,124.50
06/03/26	8968	Patelco Credit Union	Health Savings Account contributions	4,937.75
06/03/26	8969	Peninsula Welding & Medical Supply	Non-liquid cylinders	38.70
06/03/26	8970	Pacific Gas & Electric	Monthly service	6,293.43
06/03/26	8971	P.M. Landscaping Services, LLC	Plant and admin landscaping	7,101.86
06/03/26	8972	Public Agency Coalition Enterprise	Health insurance premium	52,262.11
06/03/26	8973	Pure Water	Plant and admin service	242.69
06/03/26	8974	Quinn Company	Generator repairs and fuel tests	2,026.22
06/03/26	8975	Randazzo Enterprises, Inc.	Movement of two boxes on-site	437.50
06/03/26	8976	Raymond De Ocampo	Dental	223.00
06/03/26	8977	REXEL	UPS batteries and power supplies	5,655.57
06/03/26	8978	Rooter King Monterey County Inc.	Santa Rita & Guadalupe Pipeline Project #23-01damage repair **(CAPITAL)**	12,894.00
06/03/26	8979	Salinas Valley Solid Waste Authority	Disposal of biosolids, solid waste and clean fill dirt	2,131.27
06/03/26	8980	Scarborough Lumber & Building (ACE)	Collections operating supplies	111.62
06/03/26	8981	Shape Incorporated	Flow EQ basin impeller pump **(CAPITAL)**	20,252.51
06/03/26	8982	Sierra Printers Incorporated	Collections trucker caps	580.90
06/03/26	8983	Siemens Industry, Inc.	Echomax transducers	4,626.05
06/03/26	8984	State Water Resources Control Board	Employee certificate renewals	548.00
06/03/26	8985	Steve Diamond	Scenic Rd Pipe Bursting Project #20-08 damage repair **(CAPITAL)**	375.00
06/03/26	8986	TBC Communications & Media	Pescadero Creek Area Pipe Rehab Project #21-05 **(CAPITAL)**	7,925.00
06/03/26	8987	Teledyne Instruments	Lab supplies	723.19
06/03/26	8988	Tope's Tree Service	Ribera Rd. tree removal	2,850.00
06/03/26	8989	Toro Petroleum Corp.	Mobil Velocite oil	325.24
06/03/26	8990	Town & Country Gardening & Landscaping	Plant and admin landscaping	700.00
06/03/26	8991	Univar Solutions USA	Sodium hypochlorite	16,020.92
06/03/26	8992	Universal Staffing Inc.	Admin temp service	909.87
06/03/26	8993	Urban Futures, Inc.	Disclosure and Compliance fee for bonds	1,500.00
06/03/26	8994	USA Blue Book	Lab supplies	223.67
06/03/26	8995	Vision Service Plan	Vision insurance premium	732.55
06/03/26	8996	YSS Builders	Dewatering building wiring and cables for control panels	3,907.00
06/09/26	8997	Susan Ulrich	Santa Rita & Guadalupe Pipeline Project #23-01 damage repair **(CAPITAL)**	808.96
06/17/26	8998	aaaworkspace	Office furniture for Alex	5,250.96

Carmel Area Wastewater District
Disbursements
Jun-26

Date	Check	Vendor	Description	Amount
06/17/26	8999	Albion Environmental, Inc.	Perimeter Fence Project 19-18 **(CAPITAL)**	1,904.21
06/17/26	9000	Amazon Capital Services	Operating and office supplies	756.51
06/17/26	9001	ATTN Flex Account Administration	Flex account payments	1,046.08
06/17/26	9002	American Fidelity Assurance	Employee insurance premiums	272.73
06/17/26	9003	Applied Marine Sciences	CCLEAN ocean monitoring expenses	41,549.30
06/17/26	9004	AT&T Mobility	Cell service	1,124.49
06/17/26	9005	AutomationDirect, Inc.	Liquid flow meter and potable water solenoid valve	1,157.64
06/17/26	9006	Badge Meter, Inc.	Subsonic distance sensing module	1,569.64
06/17/26	9007	Bret D. Boatman	Plant and collections maintenance services	7,585.00
06/17/26	9008	California American Water	Monthly service	1,916.12
06/17/26	9009	Certifical, Inc.	Enterprise subscription annual fee	30.00
06/17/26	9010	Cintas Corporation	Laundry service	1,178.67
06/17/26	9011	City of Carmel	Santa Rita & Guadalupe Pipeline Project #23-01 temp. encroachment permit **(CAPITAL)**	3,991.00
06/17/26	9012	ClickTime.com, Inc.	Timecard system and implementation	12,419.00
06/17/26	9013	Colantuono, Highsmith & Whatley, PC	District legal services	21,396.00
06/17/26	9014	Comcast	Pump station internet	537.00
06/17/26	9015	Controlling Ins. Cost in Calif. Schools	Employee assistance programs	54.54
06/17/26	9016	Del Monte Forest Conservancy	Security and key deposit for annual BBQ site	300.00
06/17/26	9017	Domine Barringer	Conference expenses	600.55
06/17/26	9018	Edgar's Plumbing, Inc.	Sewer line repairs and replacements **(CAPITAL $29,700.00)**	32,900.00
06/17/26	9019	Enterprise Automation	PLC Cybersecurity Upgrade Project and Artificial Intelligence Pilot Project #24-03 **(CAPITAL $25,837.86)**	35,040.36
06/17/26	9020	Exceedio/Xobee	Managed services and SCADA support	11,121.21
06/17/26	9021	Fastenal Company	Operating supplies	1,338.49
06/17/26	9022	FedEx	Shipping charges	26.32
06/17/26	9023	Firato Service Co.	Plant and admin janitorial service	1,796.00
06/17/26	9024	General Logistics Systems US, Inc.	Sample analysis shipping charges	9.10
06/17/26	9025	Grainger	Operating supplies	328.15
06/17/26	9026	Harris & Associates	Scenic Rd Pipe Bursting Project #20-08 and Santa Rita & Guadalupe Pipeline Project #23-01 **(CAPITAL)**	52,283.00
06/17/26	9027	ICON Cloud Solutions, LLC	Monthly telephone service	572.67
06/17/26	9028	ICONIX Waterworks (US) Inc.	PVC pipe manhole water stops	168.24
06/17/26	9029	James Grover	Dental **($463.00)** and vision copay	473.00
06/17/26	9030	Jeffrey Bandy	Dental	210.00
06/17/26	9031	John Wootton Integration	PLC/SCADA programming	1,040.00
06/17/26	9032	Kaeser Compressors, Inc.	PM service	1,899.19
06/17/26	9033	Kemira Water Solutions, Inc.	Ferric chloride	6,853.46

Carmel Area Wastewater District
Disbursements
Jun-26

Date	Check	Vendor	Description	Amount
06/17/26	9034	Kennedy/Jenks Consultants	Carmel Meadows Gravity Sewer Project #19-03	21,810.00
			WWTP Site Improvements-Storage Building Predesign **(CAPITAL)**	
06/17/26	9035	Lemos Service Inc./Lemos 76	Vehicle services	276.15
06/17/26	9036	Liberty Process Equipment, Inc.	Operating supplies	777.71
06/17/26	9037	MANCO	Pump station parts	1,621.38
06/17/26	9038	MBS Business Systems	Admin copier billing	863.55
06/17/26	9039	McMaster-Carr	Operating supplies	140.10
06/17/26	9040	Mesiti-Miller Engineering, Inc.	Plant Bridge Retrofit Project #22-04 **(CAPITAL)**	33,476.73
06/17/26	9041	Metrohm USA, Inc.	Lab supplies	3,647.36
06/17/26	9042	Michael Hooks	Certificate renewals	456.00
06/17/26	9043	Monterey Bay Analytical Services	Sample analysis	431.00
06/17/26	9044	Monterey County Auditor-Controller	Annual LAFCO administrative charges	21,698.65
06/17/26	9045	Municipal Maintenance Equipment	Operating supplies	327.62
06/17/26	9046	NAPA Auto Parts	Micron and oil filters	459.25
06/17/26	9047	National Auto Fleet Group	2026 Chevy Silverado EV **(CAPITAL)**	71,304.03
06/17/26	9048	Nite & Day Power, Inc.	PM service on UPS'	2,262.60
06/17/26	9049	Petty Cash-CAWD	Replenish petty cash	236.40
06/17/26	9050	Pacific Gas & Electric	Monthly service	38,238.33
06/17/26	9051	Procurify Technologies Inc.	Annual software renewal	20,997.86
06/17/26	9052	Public Agency Coalition Enterprise	Health insurance premium	52,262.11
06/17/26	9053	Raymond De Ocampo	Dental	585.00
06/17/26	9054	REXEL	Rockwell Automation software support renewal	1,020.50
06/17/26	9055	Rooter King Monterey County Inc.	Santa Rita & Guadalupe Pipeline Project #23-01 **(CAPITAL)**	11,363.00
06/17/26	9056	Star Sanitation LLC	Collections portable toilet	97.20
06/17/26	9057	Susan Ulrich	Santa Rita & Guadalupe Pipeline Project #23-01 damage repair **(CAPITAL)**	81.83
06/17/26	9058	Synagro Technologies, Inc.	Sludge hauling	14,152.45
06/17/26	9059	TBC Communications & Media	Crisis communications plan	2,937.50
06/17/26	9060	Toro Petroleum Corp.	Gasoline and diesel fuel	6,021.38
06/17/26	9061	Total Industries	Forklift backrest assembly	1,752.25
06/17/26	9062	ULINE	Operating supplies	122.69
06/17/26	9063	United Rentals (North America), Inc.	Rent articulating boom lift	5,499.07
06/17/26	9064	Univar Solutions USA	Sodium hypochlorite	16,379.09
06/17/26	9065	Universal Staffing Inc.	Admin temp service	234.00
06/17/26	9066	Valentine Environmental Engineers	Rancho Canada subdivision construction observation services	5,957.50
06/17/26	9067	WM Corporate Services, Inc.	Plant rolloffs, recycle and admin garbage	2,853.05
				1,869,791.62

CAWD/PBCSD Reclamation Project
Disbursements
Jun-26

Date	Check	Vendor	Description	Amount
06/03/26	2094	Brenntag Pacific, Inc.	Brennfloc RE 5000	13,069.09
06/03/26	2095	Bryan Mailey Electric, Inc.	Electrical services	825.00
06/03/26	2096	Cal-Am Water Company	Hydrant meter K	8,638.30
06/03/26	2097	Calcon Systems	Annual SCADA support	1,726.25
06/03/26	2098	Fisher Scientific	Lab supplies	1,796.58
06/03/26	2099	Idexx Laboratories	Lab supplies	1,109.66
06/03/26	2100	Kennedy/Jenks Consultants	Asset Analysis and Master Plan Project #22-05 **(CAPITAL)**	6,798.75
06/03/26	2101	Klir Inc.	Annual Permit Management	8,268.75
06/03/26	2102	Monterey Bay Analytical Services	Sample analysis	1,182.00
06/03/26	2103	Northstar Chemical	Sulfuric acid	4,056.38
06/03/26	2104	Pacific Gas & Electric	Tertiary billing	19,058.34
06/03/26	2105	T.Y. Lin International	Asset Analysis and Master Plan Project #22-05 **(CAPITAL)**	12,189.55
06/03/26	2106	USA Blue Book	Lab supplies	223.67
06/03/26	2107	Wells Fargo Advisors	Transfer to capital reserves	21,850.00
06/17/26	2108	Brenntag Pacific, Inc.	Ammonium hydroxide	6,344.97
06/17/26	2109	Bret D. Boatman	Maintenance services	555.00
06/17/26	2110	Carmel Area Wastewater District	O&M reimbursement	121,759.55
06/17/26	2111	Exceedio/Xobee	Managed services for SCADA	758.09
06/17/26	2112	FedEx	Shipping charges to H2O Innovations	14.19
06/17/26	2113	Grainger	Operating supplies	259.04
06/17/26	2114	Monterey Bay Analytical Services	Sample analysis	652.00
06/17/26	2115	Nite & Day Power, Inc.	PM service on UPS'	1,508.40
06/17/26	2116	Pebble Beach Company	O&M reimbursement	5,074.44
06/17/26	2117	Pebble Beach Community Services District	O&M reimbursement	88,598.72
06/17/26	2118	Rexel	Rockwell automation software support renewal	510.25
06/17/26	2119	Teledyne Instruments, Inc.	Pump assembly	1,071.19
06/18/26	2120	Filmtec Corporation	118 RO membrane modules	123,740.66
06/18/26	2121	Pacific Gas & Electric	MF/RO billing	32,802.33
				484,441.15

Financial Statements
and
Supplementary Schedules

June 2026

July 30, 2026

Carmel Area Wastewater District
Balance Sheet

June 2026

ASSETS

Current Assets			
Cash			
Cash	56,432,366.67		
TOTAL Cash		56,432,366.67	
Other Current Assets			
Other Current Assets	452,067.23		
TOTAL Other Current Assets		452,067.23	
TOTAL Current Assets			56,884,433.90
Fixed Assets			
Land			
Land	308,059.76		
TOTAL Land		308,059.76	
Treatment Structures			
Treatment Structures	80,614,260.51		
TOTAL Treatment Structures		80,614,260.51	
Treatment Equipment			
Treatment Equipment	10,715,656.73		
TOTAL Treatment Equipment		10,715,656.73	
Collection Structures			
Collection Structures	2,309,190.64		
TOTAL Collection Structures		2,309,190.64	
Collection Equipment			
Collection Equipment	2,110,749.87		
TOTAL Collection Equipment		2,110,749.87	
Sewers		24,937,063.03	
Disposal Facilities			
Disposal Facilities	1,643,890.85		
TOTAL Disposal Facilities		1,643,890.85	
Other Fixed Assets			
Other Fixed Assets	4,890,606.42		
TOTAL Other Fixed Assets		4,890,606.42	
Capital Improvement Projects			
Capital Improvement Projects	16,655,412.85		
TOTAL Capital Improvement Projects		16,655,412.85	
Accumulated depreciation		(68,420,790.02)	
TOTAL Fixed Assets			75,764,100.64
Other Assets			
Other Assets		5,406,566.36	
TOTAL Other Assets			5,406,566.36
TOTAL ASSETS			138,055,100.90

Carmel Area Wastewater District
Balance Sheet

June 2026

LIABILITIES

Current Liabilities		
Current Liabilities	2,718,650.58	
TOTAL Current Liabilities		2,718,650.58
Long-Term Liabilities		
Long Term Liabilities	1,223,192.88	
TOTAL Long-Term Liabilities		1,223,192.88
TOTAL LIABILITIES		3,941,843.46

NET POSITION

Net Assets	120,476,644.71	
Year-to-Date Earnings	13,636,612.73	
TOTAL NET POSITION		134,113,257.44
TOTAL LIABILITIES & NET POSITION		138,055,100.90

Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, June 2026 - current month, Consolidated by account

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
Income				
Revenue	12,531,447.33	12,968,600.00	(437,152.67)	-3.4 %
TOTAL Income	12,531,447.33	12,968,600.00	(437,152.67)	-3.4 %
Adjustments				
Discounts	67.59	0.00	67.59	
TOTAL Adjustments	67.59	0.00	67.59	
******	12,531,514.92	12,968,600.00	(437,085.08)	-3.4 %
****** OPERATING INCOME	12,531,514.92	12,968,600.00	(437,085.08)	-3.4 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	5,050,552.19	5,037,900.00	(12,652.19)	-0.3 %
TOTAL Salaries and Payroll Taxes	5,050,552.19	5,037,900.00	(12,652.19)	-0.3 %
Employee Benefits				
Employee Benefits	1,046,236.82	1,017,800.00	(28,436.82)	-2.8 %
TOTAL Employee Benefits	1,046,236.82	1,017,800.00	(28,436.82)	-2.8 %
Director's Expenses				
Director's Expenses	41,275.20	49,400.00	8,124.80	16.4 %
TOTAL Director's Expenses	41,275.20	49,400.00	8,124.80	16.4 %
Truck and Auto Expenses				
Truck and Auto Expenses	104,909.19	77,750.00	(27,159.19)	-34.9 %
TOTAL Truck and Auto Expenses	104,909.19	77,750.00	(27,159.19)	-34.9 %
General and Administrative				
General and Administrative	667,686.82	996,500.00	328,813.18	33.0 %
TOTAL General and Administrative	667,686.82	996,500.00	328,813.18	33.0 %
Office Expense				
Office Expense	114,183.33	119,010.00	4,826.67	4.1 %
TOTAL Office Expense	114,183.33	119,010.00	4,826.67	4.1 %
Operating Supplies				
Operating Supplies	637,543.52	628,550.00	(8,993.52)	-1.4 %
TOTAL Operating Supplies	637,543.52	628,550.00	(8,993.52)	-1.4 %
Contract Services				
Contract Services	1,288,853.52	1,216,200.00	(72,653.52)	-6.0 %
TOTAL Contract Services	1,288,853.52	1,216,200.00	(72,653.52)	-6.0 %

Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, June 2026 - current month, Consolidated by account

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
Repairs and Maintenance				
Repairs and Maintenance	803,423.89	647,600.00	(155,823.89)	-24.1 %
TOTAL Repairs and Maintenance	803,423.89	647,600.00	(155,823.89)	-24.1 %
Utilities				
Utilities	463,690.58	514,000.00	50,309.42	9.8 %
TOTAL Utilities	463,690.58	514,000.00	50,309.42	9.8 %
Travel and Meetings				
Travel and Meetings	67,609.78	79,000.00	11,390.22	14.4 %
TOTAL Travel and Meetings	67,609.78	79,000.00	11,390.22	14.4 %
Permits and Fees				
Permits and Fees	105,401.69	71,400.00	(34,001.69)	-47.6 %
TOTAL Permits and Fees	105,401.69	71,400.00	(34,001.69)	-47.6 %
Memberships and Subscriptions				
Memberships and Subscriptions	70,725.17	47,600.00	(23,125.17)	-48.6 %
TOTAL Memberships and Subscriptions	70,725.17	47,600.00	(23,125.17)	-48.6 %
Safety				
Safety	81,115.99	70,400.00	(10,715.99)	-15.2 %
TOTAL Safety	81,115.99	70,400.00	(10,715.99)	-15.2 %
Other Expenses				
Other Expense	57,517.97	183,700.00	126,182.03	68.7 %
TOTAL Other Expenses	57,517.97	183,700.00	126,182.03	68.7 %
Depreciation and Amortization				
Depreciation and Amortization	2,969,700.00	2,969,700.00	0.00	
TOTAL Depreciation and Amortization	2,969,700.00	2,969,700.00	0.00	
TOTAL Operating Expenses	13,570,425.66	13,726,510.00	156,084.34	1.1 %
****** OPERATING INCOME (LOSS)	(1,038,910.74)	(757,910.00)	(281,000.74)	-37.1 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	14,675,523.47	4,170,600.00	10,504,923.47	251.9 %
TOTAL Other Income or Gain	14,675,523.47	4,170,600.00	10,504,923.47	251.9 %
TOTAL Non-op Income, Expense, Gain or Loss	14,675,523.47	4,170,600.00	10,504,923.47	251.9 %
****** NET INCOME (LOSS)	13,636,612.73	3,412,690.00	10,223,922.73	299.6 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Collections
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 5

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
******	0.00	0.00	0.00	
****** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,271,396.07	1,173,400.00	(97,996.07)	-8.4 %
TOTAL Salaries and Payroll Taxes	1,271,396.07	1,173,400.00	(97,996.07)	-8.4 %
Employee Benefits				
Employee Benefits	280,151.94	295,600.00	15,448.06	5.2 %
TOTAL Employee Benefits	280,151.94	295,600.00	15,448.06	5.2 %
Truck and Auto Expenses				
Truck and Auto Expenses	90,701.35	72,000.00	(18,701.35)	-26.0 %
TOTAL Truck and Auto Expenses	90,701.35	72,000.00	(18,701.35)	-26.0 %
General and Administrative				
General and Administrative	125,881.96	202,800.00	76,918.04	37.9 %
TOTAL General and Administrative	125,881.96	202,800.00	76,918.04	37.9 %
Office Expense				
Office Expense	15,921.00	16,400.00	479.00	2.9 %
TOTAL Office Expense	15,921.00	16,400.00	479.00	2.9 %
Operating Supplies				
Operating Supplies	69,824.23	72,700.00	2,875.77	4.0 %
TOTAL Operating Supplies	69,824.23	72,700.00	2,875.77	4.0 %
Contract Services				
Contract Services	308,517.71	307,300.00	(1,217.71)	-0.4 %
TOTAL Contract Services	308,517.71	307,300.00	(1,217.71)	-0.4 %
Repairs and Maintenance				
Repairs and Maintenance	367,346.55	237,100.00	(130,246.55)	-54.9 %
TOTAL Repairs and Maintenance	367,346.55	237,100.00	(130,246.55)	-54.9 %
Utilities				
Utilities	77,605.72	60,200.00	(17,405.72)	-28.9 %
TOTAL Utilities	77,605.72	60,200.00	(17,405.72)	-28.9 %
Travel and Meetings				
Travel and Meetings	24,369.15	26,600.00	2,230.85	8.4 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Collections
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 5

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
TOTAL Travel and Meetings	24,369.15	26,600.00	2,230.85	8.4 %
Permits and Fees				
Permits and Fees	13,519.61	11,500.00	(2,019.61)	-17.6 %
TOTAL Permits and Fees	13,519.61	11,500.00	(2,019.61)	-17.6 %
Memberships and Subscriptions				
Memberships and Subscriptions	6,824.36	5,500.00	(1,324.36)	-24.1 %
TOTAL Memberships and Subscriptions	6,824.36	5,500.00	(1,324.36)	-24.1 %
Safety				
Safety	28,647.10	29,400.00	752.90	2.6 %
TOTAL Safety	28,647.10	29,400.00	752.90	2.6 %
Other Expenses				
Other Expense	9,648.13	500.00	(9,148.13)	-1829.6 %
TOTAL Other Expenses	9,648.13	500.00	(9,148.13)	-1829.6 %
Depreciation and Amortization				
Depreciation and Amortization	465,600.00	465,600.00	0.00	
TOTAL Depreciation and Amortization	465,600.00	465,600.00	0.00	
TOTAL Operating Expenses	3,155,954.88	2,976,600.00	(179,354.88)	-6.0 %
****** OPERATING INCOME (LOSS)	(3,155,954.88)	(2,976,600.00)	(179,354.88)	-6.0 %
****** NET INCOME (LOSS)	(3,155,954.88)	(2,976,600.00)	(179,354.88)	-6.0 %
****** NET INCOME (LOSS)	(3,155,954.88)	(2,976,600.00)	(179,354.88)	-6.0 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Treatment
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 6

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
******	0.00	0.00	0.00	
****** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,917,479.84	2,095,800.00	178,320.16	8.5 %
TOTAL Salaries and Payroll Taxes	1,917,479.84	2,095,800.00	178,320.16	8.5 %
Employee Benefits				
Employee Benefits	518,094.33	468,700.00	(49,394.33)	-10.5 %
TOTAL Employee Benefits	518,094.33	468,700.00	(49,394.33)	-10.5 %
Truck and Auto Expenses				
Truck and Auto Expenses	10,970.63	3,800.00	(7,170.63)	-188.7 %
TOTAL Truck and Auto Expenses	10,970.63	3,800.00	(7,170.63)	-188.7 %
General and Administrative				
General and Administrative	253,920.33	349,160.00	95,239.67	27.3 %
TOTAL General and Administrative	253,920.33	349,160.00	95,239.67	27.3 %
Office Expense				
Office Expense	41,857.61	27,600.00	(14,257.61)	-51.7 %
TOTAL Office Expense	41,857.61	27,600.00	(14,257.61)	-51.7 %
Operating Supplies				
Operating Supplies	504,563.74	512,000.00	7,436.26	1.5 %
TOTAL Operating Supplies	504,563.74	512,000.00	7,436.26	1.5 %
Contract Services				
Contract Services	694,298.15	562,400.00	(131,898.15)	-23.5 %
TOTAL Contract Services	694,298.15	562,400.00	(131,898.15)	-23.5 %
Repairs and Maintenance				
Repairs and Maintenance	350,694.51	272,000.00	(78,694.51)	-28.9 %
TOTAL Repairs and Maintenance	350,694.51	272,000.00	(78,694.51)	-28.9 %
Utilities				
Utilities	356,592.80	418,900.00	62,307.20	14.9 %
TOTAL Utilities	356,592.80	418,900.00	62,307.20	14.9 %
Travel and Meetings				
Travel and Meetings	26,947.31	33,700.00	6,752.69	20.0 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Treatment
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 6

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
TOTAL Travel and Meetings	26,947.31	33,700.00	6,752.69	20.0 %
Permits and Fees				
Permits and Fees	63,185.50	33,700.00	(29,485.50)	-87.5 %
TOTAL Permits and Fees	63,185.50	33,700.00	(29,485.50)	-87.5 %
Memberships and Subscriptions				
Memberships and Subscriptions	9,118.73	12,000.00	2,881.27	24.0 %
TOTAL Memberships and Subscriptions	9,118.73	12,000.00	2,881.27	24.0 %
Safety				
Safety	38,631.31	36,600.00	(2,031.31)	-5.6 %
TOTAL Safety	38,631.31	36,600.00	(2,031.31)	-5.6 %
Other Expenses				
Other Expense	15,448.10	80,000.00	64,551.90	80.7 %
TOTAL Other Expenses	15,448.10	80,000.00	64,551.90	80.7 %
Depreciation and Amortization				
Depreciation and Amortization	1,970,100.00	1,970,100.00	0.00	
TOTAL Depreciation and Amortization	1,970,100.00	1,970,100.00	0.00	
TOTAL Operating Expenses	6,771,902.89	6,876,460.00	104,557.11	1.5 %
****** OPERATING INCOME (LOSS)	(6,771,902.89)	(6,876,460.00)	104,557.11	1.5 %
****** NET INCOME (LOSS)	(6,771,902.89)	(6,876,460.00)	104,557.11	1.5 %
****** NET INCOME (LOSS)	(6,771,902.89)	(6,876,460.00)	104,557.11	1.5 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Administration
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 7

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
******	0.00	0.00	0.00	
****** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	646,416.09	563,500.00	(82,916.09)	-14.7 %
TOTAL Salaries and Payroll Taxes	646,416.09	563,500.00	(82,916.09)	-14.7 %
Employee Benefits				
Employee Benefits	104,210.22	99,100.00	(5,110.22)	-5.2 %
TOTAL Employee Benefits	104,210.22	99,100.00	(5,110.22)	-5.2 %
Director's Expenses				
Director's Expenses	39,675.20	48,000.00	8,324.80	17.3 %
TOTAL Director's Expenses	39,675.20	48,000.00	8,324.80	17.3 %
Truck and Auto Expenses				
Truck and Auto Expenses	3,237.21	1,700.00	(1,537.21)	-90.4 %
TOTAL Truck and Auto Expenses	3,237.21	1,700.00	(1,537.21)	-90.4 %
General and Administrative				
General and Administrative	260,676.03	442,940.00	182,263.97	41.1 %
TOTAL General and Administrative	260,676.03	442,940.00	182,263.97	41.1 %
Office Expense				
Office Expense	51,021.67	72,760.00	21,738.33	29.9 %
TOTAL Office Expense	51,021.67	72,760.00	21,738.33	29.9 %
Operating Supplies				
Operating Supplies	522.19	2,500.00	1,977.81	79.1 %
TOTAL Operating Supplies	522.19	2,500.00	1,977.81	79.1 %
Contract Services				
Contract Services	139,137.19	204,300.00	65,162.81	31.9 %
TOTAL Contract Services	139,137.19	204,300.00	65,162.81	31.9 %
Repairs and Maintenance				
Repairs and Maintenance	49,481.40	70,000.00	20,518.60	29.3 %
TOTAL Repairs and Maintenance	49,481.40	70,000.00	20,518.60	29.3 %
Utilities				
Utilities	28,204.73	27,900.00	(304.73)	-1.1 %

Carmel Area Wastewater District

Op. Exps Actual to Budget-Administration

Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 7

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
TOTAL Utilities	28,204.73	27,900.00	(304.73)	-1.1 %
Travel and Meetings				
Travel and Meetings	9,497.20	10,400.00	902.80	8.7 %
TOTAL Travel and Meetings	9,497.20	10,400.00	902.80	8.7 %
Permits and Fees				
Permits and Fees	21,698.65	26,200.00	4,501.35	17.2 %
TOTAL Permits and Fees	21,698.65	26,200.00	4,501.35	17.2 %
Memberships and Subscriptions				
Memberships and Subscriptions	49,971.34	27,700.00	(22,271.34)	-80.4 %
TOTAL Memberships and Subscriptions	49,971.34	27,700.00	(22,271.34)	-80.4 %
Safety				
Safety	10,108.32	1,400.00	(8,708.32)	-622.0 %
TOTAL Safety	10,108.32	1,400.00	(8,708.32)	-622.0 %
Other Expenses				
Other Expense	26,328.08	100,700.00	74,371.92	73.9 %
TOTAL Other Expenses	26,328.08	100,700.00	74,371.92	73.9 %
Depreciation and Amortization				
Depreciation and Amortization	34,000.00	34,000.00	0.00	
TOTAL Depreciation and Amortization	34,000.00	34,000.00	0.00	
TOTAL Operating Expenses	1,474,185.52	1,733,100.00	258,914.48	14.9 %
****** OPERATING INCOME (LOSS)	(1,474,185.52)	(1,733,100.00)	258,914.48	14.9 %
****** NET INCOME (LOSS)	(1,474,185.52)	(1,733,100.00)	258,914.48	14.9 %
****** NET INCOME (LOSS)	(1,474,185.52)	(1,733,100.00)	258,914.48	14.9 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Laboratory
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 11

	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
******	0.00	0.00	0.00	
****** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	540,204.81	557,600.00	17,395.19	3.1 %
TOTAL Salaries and Payroll Taxes	540,204.81	557,600.00	17,395.19	3.1 %
Employee Benefits				
Employee Benefits	143,780.33	154,400.00	10,619.67	6.9 %
TOTAL Employee Benefits	143,780.33	154,400.00	10,619.67	6.9 %
Truck and Auto Expenses				
Truck and Auto Expenses	0.00	250.00	250.00	100.0 %
TOTAL Truck and Auto Expenses	0.00	250.00	250.00	100.0 %
General and Administrative				
General and Administrative	27,208.50	1,600.00	(25,608.50)	-1600.5 %
TOTAL General and Administrative	27,208.50	1,600.00	(25,608.50)	-1600.5 %
Office Expense				
Office Expense	5,383.05	2,250.00	(3,133.05)	-139.2 %
TOTAL Office Expense	5,383.05	2,250.00	(3,133.05)	-139.2 %
Operating Supplies				
Operating Supplies	52,355.03	40,000.00	(12,355.03)	-30.9 %
TOTAL Operating Supplies	52,355.03	40,000.00	(12,355.03)	-30.9 %
Contract Services				
Contract Services	145,324.65	141,000.00	(4,324.65)	-3.1 %
TOTAL Contract Services	145,324.65	141,000.00	(4,324.65)	-3.1 %
Repairs and Maintenance				
Repairs and Maintenance	33,699.34	60,000.00	26,300.66	43.8 %
TOTAL Repairs and Maintenance	33,699.34	60,000.00	26,300.66	43.8 %
Utilities				
Utilities	1,287.33	7,000.00	5,712.67	81.6 %
TOTAL Utilities	1,287.33	7,000.00	5,712.67	81.6 %
Travel and Meetings				
Travel and Meetings	6,796.12	8,300.00	1,503.88	18.1 %

Carmel Area Wastewater District
Op. Exps Actual to Budget-Laboratory
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 11

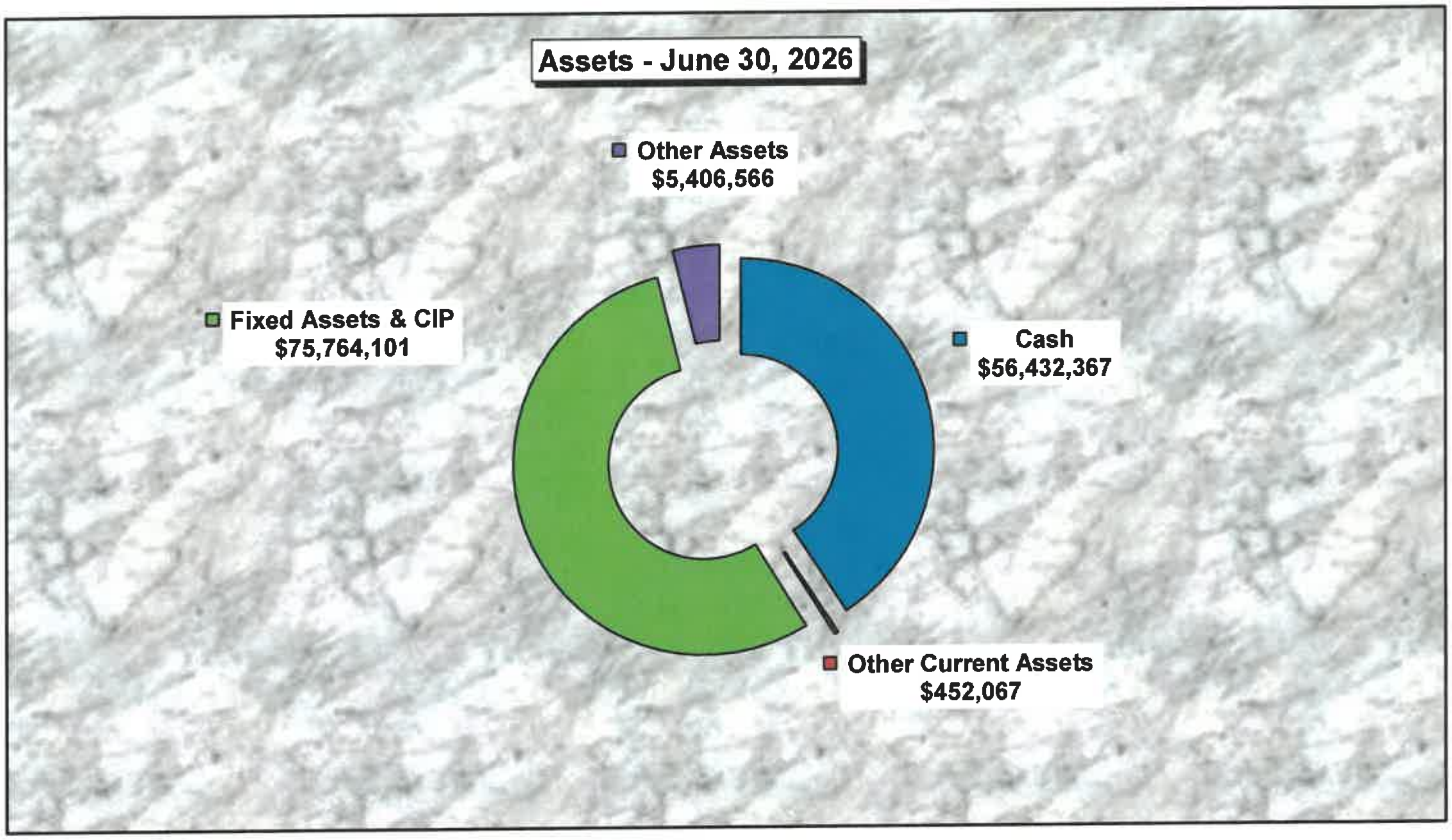
	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
TOTAL Travel and Meetings	6,796.12	8,300.00	1,503.88	18.1 %
Permits and Fees				
Permits and Fees	6,997.93	0.00	(6,997.93)	
TOTAL Permits and Fees	6,997.93	0.00	(6,997.93)	
Memberships and Subscriptions				
Memberships and Subscriptions	3,310.74	2,400.00	(910.74)	-37.9 %
TOTAL Memberships and Subscriptions	3,310.74	2,400.00	(910.74)	-37.9 %
Safety				
Safety	3,524.69	2,500.00	(1,024.69)	-41.0 %
TOTAL Safety	3,524.69	2,500.00	(1,024.69)	-41.0 %
Other Expenses				
Other Expense	6,093.66	2,500.00	(3,593.66)	-143.7 %
TOTAL Other Expenses	6,093.66	2,500.00	(3,593.66)	-143.7 %
Depreciation and Amortization				
Depreciation and Amortization	500,000.00	500,000.00	0.00	
TOTAL Depreciation and Amortization	500,000.00	500,000.00	0.00	
TOTAL Operating Expenses	1,475,966.18	1,479,800.00	3,833.82	0.3 %
****** OPERATING INCOME (LOSS)	(1,475,966.18)	(1,479,800.00)	3,833.82	0.3 %
****** NET INCOME (LOSS)	(1,475,966.18)	(1,479,800.00)	3,833.82	0.3 %
****** NET INCOME (LOSS)	(1,475,966.18)	(1,479,800.00)	3,833.82	0.3 %

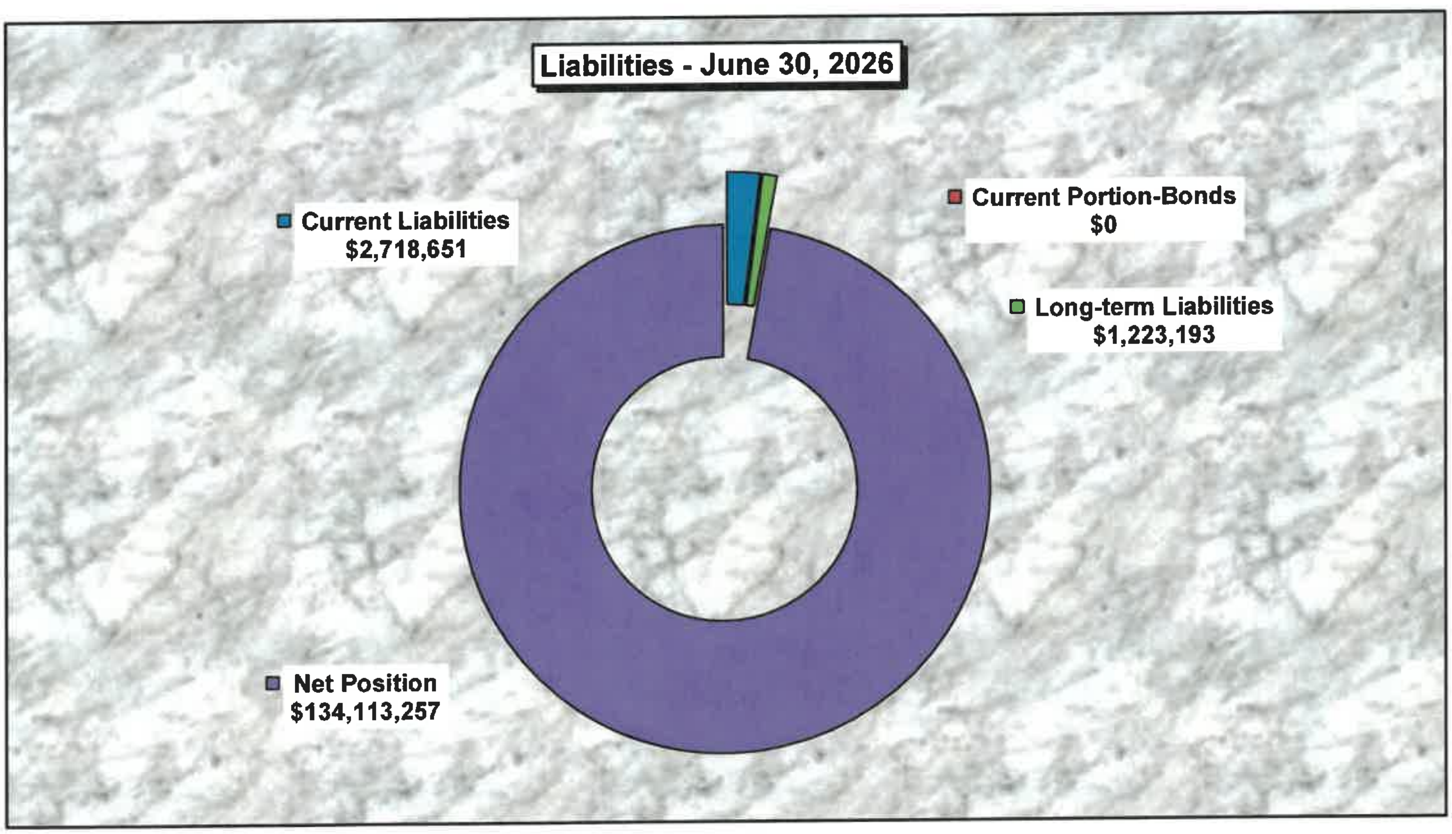
Carmel Area Wastewater District
Op. Exps Actual to Budget-Reclamation
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 8

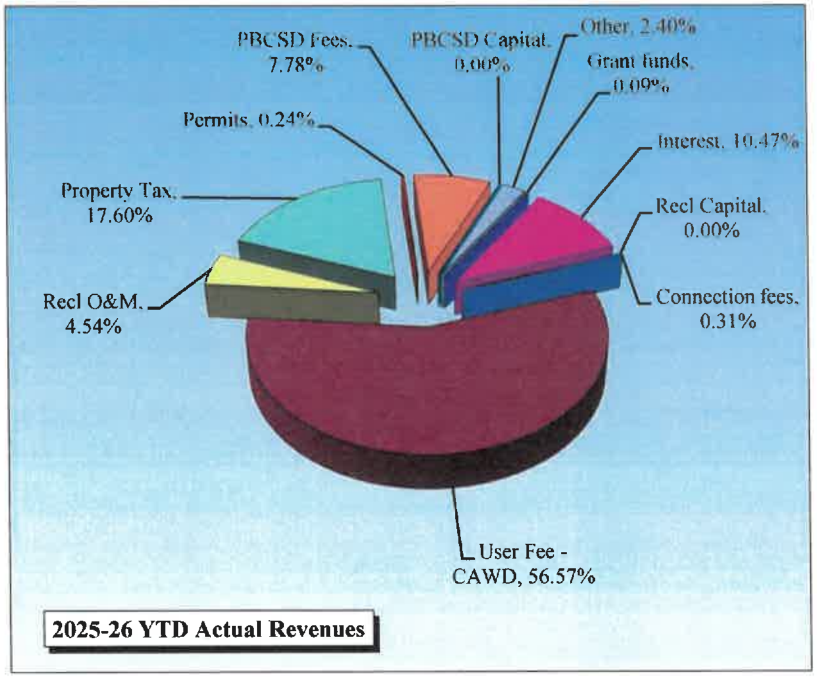
	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
******	0.00	0.00	0.00	
****** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	675,055.38	647,100.00	(27,955.38)	-4.3 %
TOTAL Salaries and Payroll Taxes	675,055.38	647,100.00	(27,955.38)	-4.3 %
Director's Expenses				
Director's Expenses	1,600.00	1,400.00	(200.00)	-14.3 %
TOTAL Director's Expenses	1,600.00	1,400.00	(200.00)	-14.3 %
Operating Supplies				
Operating Supplies	10,278.33	1,200.00	(9,078.33)	-756.5 %
TOTAL Operating Supplies	10,278.33	1,200.00	(9,078.33)	-756.5 %
Contract Services				
Contract Services	1,575.82	1,200.00	(375.82)	-31.3 %
TOTAL Contract Services	1,575.82	1,200.00	(375.82)	-31.3 %
Repairs and Maintenance				
Repairs and Maintenance	2,202.09	5,000.00	2,797.91	56.0 %
TOTAL Repairs and Maintenance	2,202.09	5,000.00	2,797.91	56.0 %
Memberships and Subscriptions				
Memberships and Subscriptions	1,500.00	0.00	(1,500.00)	
TOTAL Memberships and Subscriptions	1,500.00	0.00	(1,500.00)	
Safety				
Safety	204.57	500.00	295.43	59.1 %
TOTAL Safety	204.57	500.00	295.43	59.1 %
TOTAL Operating Expenses	692,416.19	656,400.00	(36,016.19)	-5.5 %
****** OPERATING INCOME (LOSS)	(692,416.19)	(656,400.00)	(36,016.19)	-5.5 %
****** NET INCOME (LOSS)	(692,416.19)	(656,400.00)	(36,016.19)	-5.5 %

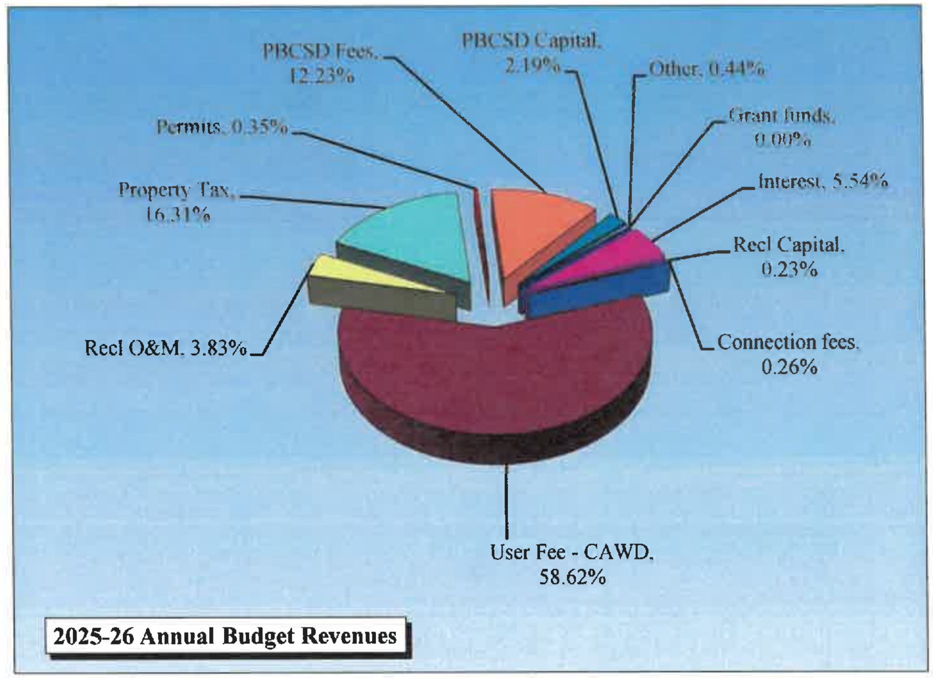
Carmel Area Wastewater District
I/S Actual to Budget-Brine Disposal
Year-to-Date Variance, June 2026 - current month, Consolidated by account, Department 10

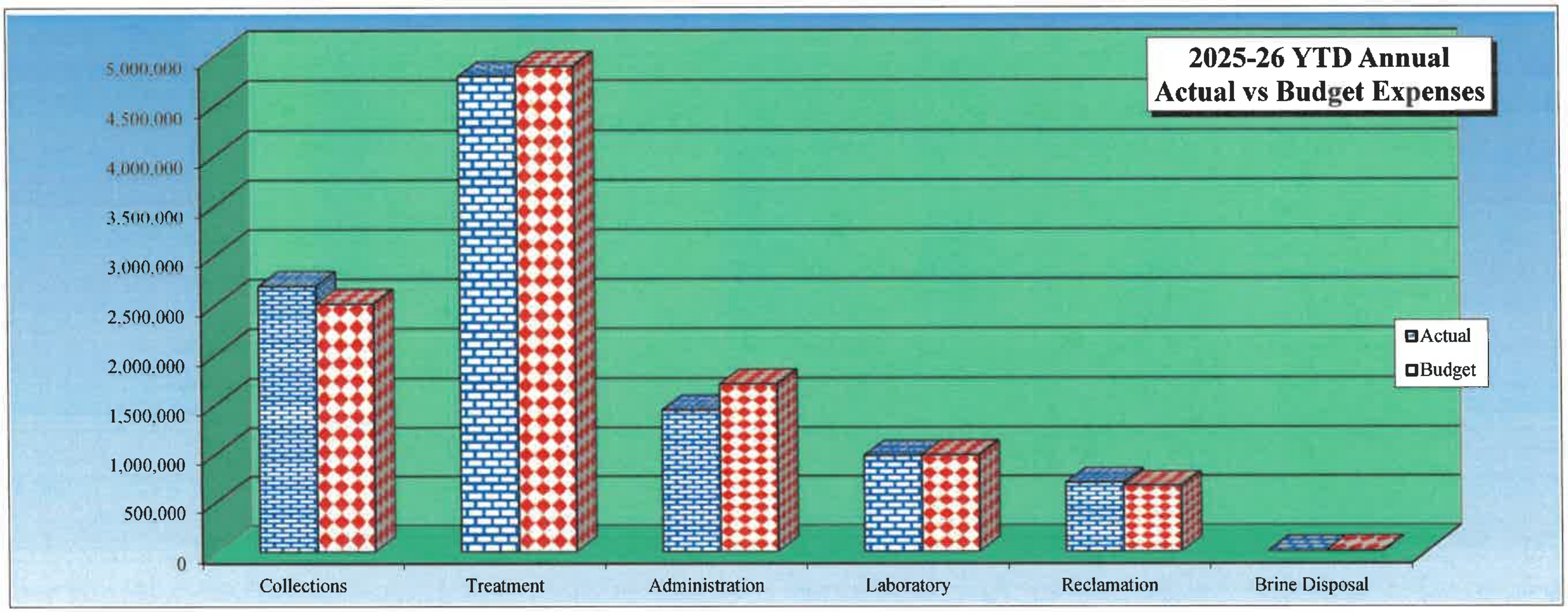
	12 Months Ended June 30, 2026	12 Months Ended June 30, 2026 Budget	Variance Fav/<Unf>	% Var
Income				
Revenue	209,506.65	65,000.00	144,506.65	222.3 %
TOTAL Income	209,506.65	65,000.00	144,506.65	222.3 %
******	209,506.65	65,000.00	144,506.65	222.3 %
****** OPERATING INCOME	209,506.65	65,000.00	144,506.65	222.3 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	0.00	500.00	500.00	100.0 %
TOTAL Salaries and Payroll Taxes	0.00	500.00	500.00	100.0 %
Operating Supplies				
Operating Supplies	0.00	150.00	150.00	100.0 %
TOTAL Operating Supplies	0.00	150.00	150.00	100.0 %
Repairs and Maintenance				
Repairs and Maintenance	0.00	3,500.00	3,500.00	100.0 %
TOTAL Repairs and Maintenance	0.00	3,500.00	3,500.00	100.0 %
TOTAL Operating Expenses	0.00	4,150.00	4,150.00	100.0 %
****** OPERATING INCOME (LOSS)	209,506.65	60,850.00	148,656.65	244.3 %
****** NET INCOME (LOSS)	209,506.65	60,850.00	148,656.65	244.3 %
****** NET INCOME (LOSS)	209,506.65	60,850.00	148,656.65	244.3 %

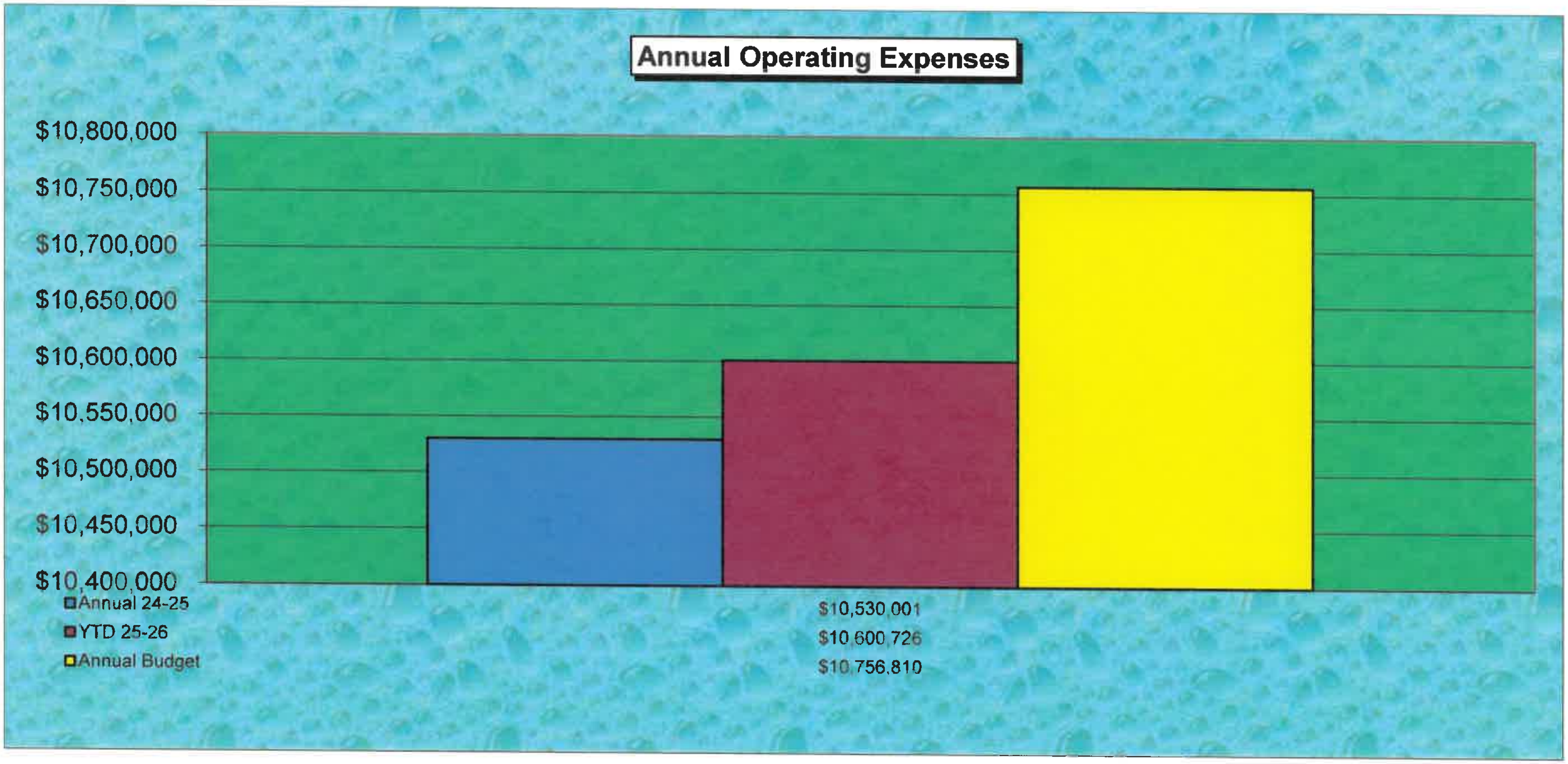

Assets - June 30, 2026
Other Assets
$5,406,566
Fixed Assets & CIP
$75,764,101
Cash
$56,432,367
Other Current Assets
$452,067


Liabilities - June 30, 2026
Current Liabilities
$2,718,651
Current Portion-Bonds
$0
Long-term Liabilities
$1,223,193
Net Position
$134,113,257


PBCSD Fees, 7.78%
PBCSD Capital, 0.00%
Other, 2.40%
Grant funds, 0.09%
Permits, 0.24%
Interest, 10.47%
Property Tax, 17.60%
Recl Capital, 0.00%
Recl O&M, 4.54%
Connection fees, 0.31%
User Fee - CAWD, 56.57%
2025-26 YTD Actual Revenues


PBCSD Fees, 12.23%
PBCSD Capital, 2.19%
Other, 0.44%
Grant funds, 0.00%
Permits, 0.35%
Interest, 5.54%
Property Tax, 16.31%
Recl Capital, 0.23%
Recl O&M, 3.83%
Connection fees, 0.26%
User Fee - CAWD, 58.62%
2025-26 Annual Budget Revenues


2025-26 YTD Annual Actual vs Budget Expenses
5,000,000
4,500,000
4,000,000
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
Actual
Budget
Collections
Treatment
Administration
Laboratory
Reclamation
Brine Disposal


Annual Operating Expenses
$10,800,000
$10,750,000
$10,700,000
$10,650,000
$10,600,000
$10,550,000
$10,500,000
$10,450,000
$10,400,000
Annual 24-25
YTD 25-26
Annual Budget
$10,530,001
$10,600,726
$10,756,810

Carmel Area Wastewater District
Capital Expenditures
2025-26

	BEG BAL	JUN	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
CAPITAL PURCHASES						
Admin						
Electric Doors and Cameras-admin building-unbudgeted		0	10,999	10,999	0	NA
Collections						
Valley Greens Pump Station-contributed capital-CVM		0	1,000,000	1,000,000	0	NA
Sewer Line Locater-unbudgeted		0	10,924	10,924	0	NA
Carmel Valley Manor Sewer Lines-contributed capital		0	8,504,779	8,504,779	0	NA
30% PowerEdge R750 Server-unbudgeted		0	4,782	4,782	0	NA
Sewer Line - Acacia Way		0	14,853	14,853	200,000	7.43%
Pipehunter Skit with 220 Gallon High Density Tank		0	45,144	45,144	120,000	37.62%
Portable Trailer Mount Chopper Pump		0	90,757	90,757	110,000	82.51%
Bid Notice-Highlands Force Main Flushing-unbudgeted		0	6,568	6,568	0	NA
Portable Diesel Generator		0	70,475	70,475	98,000	71.91%
Sewer Line - Carmel & 10th		0	14,627	14,627	200,000	7.31%
Sewer Line - Forced Main emergency repair		0	10,647	10,647	200,000	5.32%
Sewer Line - Vizcaino & Flanders		0	14,852	14,852	200,000	7.43%
Sewer Line - Highlands Forced Main		0	34,855	34,855	200,000	17.43%
Sewer Line - Canada Ct. and Canada Ln		0	13,859	13,859	200,000	6.93%
Sewer Line - Canada Ct. and Canada Ln		0	14,315	14,315	200,000	7.16%
Sewer Line - Morse Drive		0	11,439	11,439	200,000	5.72%
Generator deposit-Scenic Way-unbudgeted		0	11,410	11,410	0	NA
Sewer Line - Ribera Rd. retaining wall		14,900	14,900	14,900	200,000	7.45%
Sewer Line - Ribera Rd.		14,800	14,800	14,800	200,000	7.40%
Sewer Line - Ocean Ave.		17,859	17,859	17,859	200,000	8.93%

Carmel Area Wastewater District
Capital Expenditures
2025-26

	BEG BAL	JUN	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
Treatment						
Fairbanks Morse Vertical Angleflow Non-Clog Pump		0	86,994	86,994	95,000	91.57%
Headworks Sludge Line-unbudgeted		0	17,841	17,841	0	NA
Gas Conditioning Compressor		0	44,160	44,160	40,000	110.40%
Isotemp 400 Refrigerated Incubator-unbudgeted		0	10,401	10,401	0	NA
70% PowerEdge R750 Server-unbudgeted		0	11,159	11,159	0	NA
Pipe Rehab-Digester/Boiler Building-unbudgeted		0	15,583	15,583	0	NA
Influent building gravel roof		0	27,217	27,217	30,000	90.72%
Lab building gravel roof		0	30,076	30,076	30,000	100.25%
Bareshaft Pump-unbudgeted		0	71,210	71,210	0	NA
Storage Building Design-unbudgeted		0	4,000	4,000	0	NA
Lab HVAC System		0	414	414	50,000	0.83%
Gas Conditioner Enclosure-unbudgeted		0	72,974	72,974	0	NA
Turblex Blower Rehab-unbudgeted		0	29,872	29,872	0	NA
Polymer Enclosure-unbudgeted		0	18,744	18,744	0	NA
Cushman Lithium Cart-unbudgeted		0	14,134	14,134	0	NA
Dewatering Fiber Cable Installation-unbudgeted		0	11,977	11,977	0	NA
Digester Mixing Pump Hoist-unbudgeted		0	14,290	14,290	0	NA
Fairbanks Morse Vertical Angleflow Non-Clog Pump-unbudgeted		0	94,526	94,526	0	NA
Electric Doors and Cameras-lab-unbudgeted		0	10,999	10,999	0	NA
Impeller Pump-Flow EQ Basins-unbudgeted		0	20,253	20,253	0	NA
2026 Ford F-150-unbudgeted		0	54,195	54,195	0	NA
2026 Chev Silverado EV-unbudgeted		71,304	71,304	71,304	0	NA
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	(23,768)	(244,108)	(244,108)	(81,667)	298.91%
Total Capital Purchases 25-26		**95,095**	**10,421,060**	**10,421,060**	**2,691,333**	**NA**

Carmel Area Wastewater District
Capital Expenditures
2025-26

	BEG BAL	JUN	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
CIP PROJECTS						
Administration						
Collections						
Construction of new Gravity Sewer Line-Carmel Meadows	982,100	11,200	251,752	1,233,852	300,000	83.92%
Scenic Rd Pipe Burst-Ocn/Bay	758,397	1,429,106	6,751,695	7,510,092	4,575,000	147.58%
Bay/Scenic Pump Station Rehab	164,065	0	31,957	196,021	150,000	21.30%
Pescadero Creek Area Pipe Rehab	422,779	108,596	409,106	831,885	200,000	204.55%
Vactor Receiving Station	340,356	0	0	340,356	0	NA
Santa Rita & Guadalupe Pipeline	301,669	60,693	4,300,993	4,602,663	4,550,000	94.53%
Treatment						
PLC Investigation-Cybersecurity Upgrades	0	0	173,019	173,019	250,000	69.21%
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	(57,673)	(57,673)	(83,333)	69.21%
Total CIP Projects 25-26	**2,969,365**	**1,609,594**	**11,860,849**	**14,830,214**	**9,941,667**	**119.30%**
LONG TERM CIP PROJECTS						
Treatment						
Perimeter Fence	171,550	476,399	883,843	1,055,393	810,000	109.12%
Potable Water & Gas Main Replacement **(COLL 5.5%)**	181,533	20,414	115,733	297,266	110,000	105.21%
Plant Bridge Retrofit Project-unbudgeted	14,935	3,531	60,198	75,133	0	NA
Artificial Intelligence Pilot Project	188,051	1,939	72,687	260,738	0	NA
WWTP Site Improvements	0	29,888	78,995	78,995	58,264	135.58%
RECL share	0	0	0	0	0	0
PBCSD share (1/3 of cost)	(185,356)	(177,016)	(397,454)	(582,810)	(326,088)	121.89%
Total Long Term CIP Projects 25-26	**370,712**	**355,155**	**814,003**	**1,184,716**	**652,176**	**124.81%**
Total Capital (net of RECL and PBCSD)	**3,340,077**	**2,059,844**	**23,095,912**	**26,435,990**	**13,285,176**	**173.85%**

Carmel Area Wastewater District
Variance Analysis
2025-26

	YTD $ Variance	YTD Budget % Used	
Collections			
Salaries and Payroll Taxes	($97,996)	108.40%	Underbudgeted.
Truck and Auto Expenses	($18,701)	126.00%	Diesel and outside repair service underbudgeted.
Repairs and Maintenance	($130,247)	154.90%	Sewer line repairs budgeted in capital. Easements underbudgeted.
Utilities	($17,406)	128.90%	20 yard rolloff garbage bin unbudgeted.
Permits and Fees	($2,020)	117.60%	County Road Encroachment Permit unbudgeted.
Memberships and Subscriptions	($1,324)	124.10%	Employee certifications and memberships underbudgeted.
Other Expense	($9,148)	1829.60%	Recruiting unbudgeted.
Treatment			
Employee Benefits	($49,394)	110.50%	Health Ins., CALPERS and HSA contributions underbudgeted.
Truck and Auto Expenses	($7,171)	288.70%	Outside repair service and repair parts underbudgeted.
Office Expense	($14,258)	151.70%	Equipment, furnishings and supplies underbudgeted.
Contract Services	($131,898)	123.50%	Sludge hauling, electrical service and equipment rental underbudgeted. Leadership coaching unbudgeted.
Repairs and Maintenance	($78,695)	128.90%	Microturbines and general repairs underbudgeted.
Permits and Fees	($29,486)	187.50%	SWRCB discharge penalties unbudgeted.
Safety	($2,031)	105.60%	PPE, safety supplies and training underbudgeted.
Administration			
Salaries and Payroll Taxes	($82,916)	114.70%	Salaries underbudgeted.
Employee Benefits	($5,110)	105.20%	CALPERS and HSA contributions underbudgeted.
Truck and Auto Expenses	($1,537)	190.40%	Vehicle service unbudgeted.
Memberships and Subscriptions	($22,271)	180.40%	Employee certifications and memberships underbudgeted. Laserfiche Cloud subscription budgeted in capital.
Safety	($8,708)	722.00%	Security training unbudgeted.

Carmel Area Wastewater District
Variance Analysis
2025-26

	YTD $ Variance	YTD Budget % Used	
Laboratory			
General and Administrative	($25,609)	1700.50%	Insurance underbudgeted.
Office Expense	($3,133)	239.20%	Office supplies underbudgeted.
Operating Supplies	($12,355)	130.90%	Lab supplies underbudgeted.
Permits and Fees	($6,998)	Infinity	Lab accreditation fees unbudgeted.
Memberships and Subscriptions	($911)	137.90%	Employee certificates, memberships and reference works underbudgeted.
Safety	($1,025)	141.00%	PPE & safety supplies underbudgeted.
Other Expense	($3,594)	243.70%	Recruiting underbudgeted.

Carmel Area Wastewater District
2025-26 Resolutions Amending the Budget

Resolution # Date	Description	Original Budget	Amendment	Spent To Date
2025-37 07/31/25	A Resolution accepting the lowest responsible and responsive bid for the "Scenic Rd. Sewer Main Rehabilitation Project" (Project #20-08), awarding construction contract $7,438,000, and authorizing a change order allowance of $400,000 for a total amount not to exceed $7,838,000. (K.J. Woods Construction)	$ 4,575,000	$ 3,263,000	$ 5,933,510
2025-41 07/31/25	A Resolution authorizing the General Manager to purchase a gas compressor in fiscal year 2025-26 in an amount not to exceed $44,816.	$ 40,000	$ 4,816	$ 44,160
2025-47 08/31/25	A Resolution authorizing the General Manager to execute a professional services agreement with Kennedy Jenks Consultants in an amount not to exceed $393,186 for Wastewater Treatment Plant (WWTP) Utility Mains Relocation Project (Project #22-03)	$ 110,000	$ 283,186	$ 118,542
2025-66 10/30/25	A Resolution approving the purchase of the software package from Waterworth-continuous Utility Rate Management for a period of three years in an amount of $29,700.	$ -	$ 29,700	$ 29,700
2025-74 12/18/25	A Resolution Authorizing the General Manager to execute a professional services agreement with MME Civil + Structural Engineering in an amount not to exceed $127,600 for engineering services for a conceptual bridge design alternatives report (Project #22-04)	$ -	$ 127,600	$ -
2026-14 01/29/26	A Resolution Authorizing the General Manager to purchase a Treatment Plant truck in fiscal year 2025-26 in an amount not to exceed $71,304.03.	$ -	$ 71,304	$ 71,304
2026-23 02/26/26	A Resolution as amended approving the General Manager to solicit a request for proposals for a staff compensation study with estimated cost not to exceed $50,000.	$ 35,000	$ 15,000	$ -
2026-26 03/26/26	A Resolution Authorizing the General Manager to execute a professional services agreement with Kennedy/Jenks Consulting, Inc. in an amount not to exceed $569,845 for Wastewater Treatment Plant (WWTP) Site Improvements (Project #25-02)	$ -	$ 569,845	$ 43,840
2026-29 03/26/26	A Resolution accepting the lowest responsible and responsive bid for the Carmel Meadows Easement Sewer Repairs Project of $262,225, awarding the construction contract, and approving a change order allowance of $50,000 (Project #25-01)	$ -	$ 262,225	$ -
2026-30 03/26/26	A Resolution Authorizing the General Manager to execute an amendment No. 2 to the professional services agreement with Kennedy/Jenks Consulting, Inc. for the Carmel Meadows Easement Sewer Repairs Project for engineering services during construction and inspection services in an amount not to exceed $106,633 bringing the total contract amount to $293,083 (Project #25-01)	$ 186,450	$ 106,633	$ -
2026-36 04/30/26	A Resolution Authorizing the General Manager to purchase a Treatment Plant truck in fiscal year 2025-26 in an amount not to exceed $55,900.00.	$ -	$ 55,900	$ 54,195
	Total To Date	$ 4,946,450	$ 4,789,209	$ 6,295,251

STAFF REPORT

TO: Board of Directors

FROM: Daryl Lauer, Collection Superintendent

DATE: July 30th , 2026

SUBJECT: Monthly Report – June 2026

RECOMMENDATION

Receive Report- Informational only; no action required.

<u>Permits Issued</u>

Sewer Lateral Permits issued in June 17

Total Fees $2,810.00

<u>Maintenance</u>

Attached is a map identifying the areas cleaned over the past three months. During June, a total of 57,438 feet of sewer lines cleaned, and there were no Closed-Circuit Television (CCTV) inspections due to staffing contraints. A summary of collections system maintenance activities for the month of June is provided below.

<u>Sanitary Sewer Spills</u>

- No sanitary sewer spills were reported during the reporting period.

Maintenance Activity	June 2026	Calendar Year to Date	5-year Annual Average
Cleaning/Jetting (Linear Feet)	57,438	303,158	549,332
CCTV Inspections (Linear Feet)	0	28,696	47,937
Lateral Inspections (# Completed)	15	81	228
Private Sewer Lateral Certifications (# Completed)	15	80	209
Service Calls (#Completed)	2	18	52
Spot Repairs (# Completed)	1	13	6
Underground Service Alerts (# Completed)	182	1,176	2,019
Asphalt Patch Verification (# Completed)	3	23	N/A
Easement Maintenance (Miles)	.8	5.0	4
Root Foaming (Linear Feet)	0	0	34,000

Construction and Repairs

- Contractor performed one spot repair during the month of June. The damaged pipe segment was located within an easement that runs between properties near Ocean and Randel ave.

Staff Development

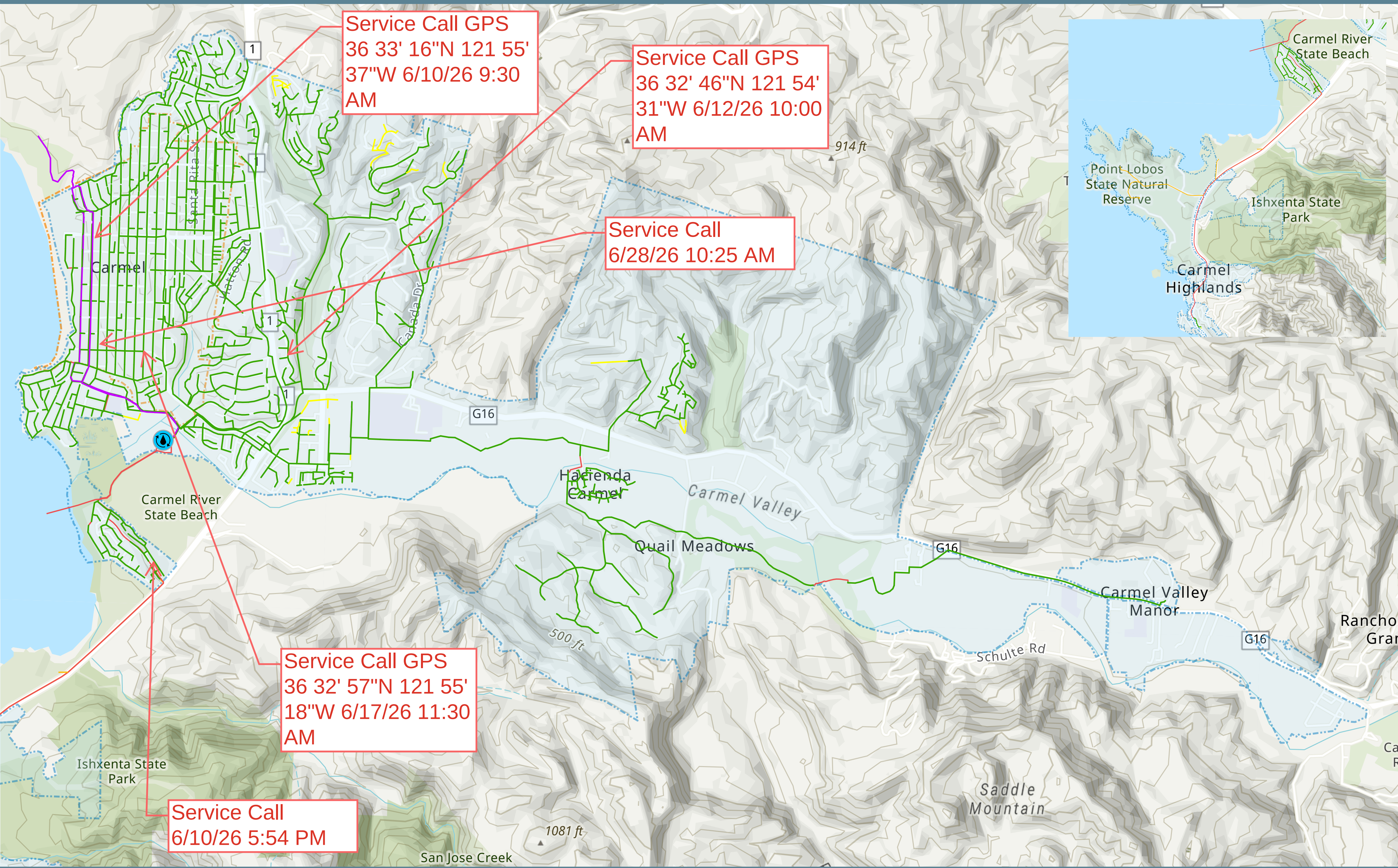
- Staff attended weekly tailgate safety tailgate training sessions.

Service calls responded to by crew

Date	Time	Callout	Resolution
6/10/2026	9:30 AM	Asphalt patch verification	Staff conducted a one-year verification inspection of the asphalt patch associated with a private lateral repair within the street. No deficiencies were observed. Location: 36°33′16″ N, 121°55′37″ W Refer to service call map.
6/10/2026	5:54 PM	Smart Cover Alert	Notified by Smart Cover manhole monitoring system for a high-level alert. Staff found the flow was normal and the manhole was not surcharging. Refer to service call map.
6/12/2026	10:00 AM	Asphalt patch verification	Staff conducted a one-year verification inspection of the asphalt patch associated with a private lateral repair within the street. No deficiencies were observed. Location: 36°32′46″ N, 121°54′31″ W Refer to service call map.
6/17/2026	11:30 AM	Asphalt patch verification	Staff conducted a one-year verification inspection of the asphalt patch associated with a private lateral repair within the street. No deficiencies were observed. Location: 36°32′57″ N, 121°55′18″ W Refer to service call map.
6/28/2026	10:25 AM	Smart Cover Alert	Notified by Smart Cover manhole monitoring system for a high-level alert. Staff found the flow was normal and the manhole was not surcharging. Refer to service call map.

Carmel Area Wastewater District - Service Calls Map

South Region Inset



CARMEL AREA WASTEWATER DISTRICT
3945 RIO RD, CARMEL CA 93922
TELEPHONE (831) 624-1248
Info@CAWD.org

LEGEND

Treatment Plant
Service Area
Carmel by the Sea

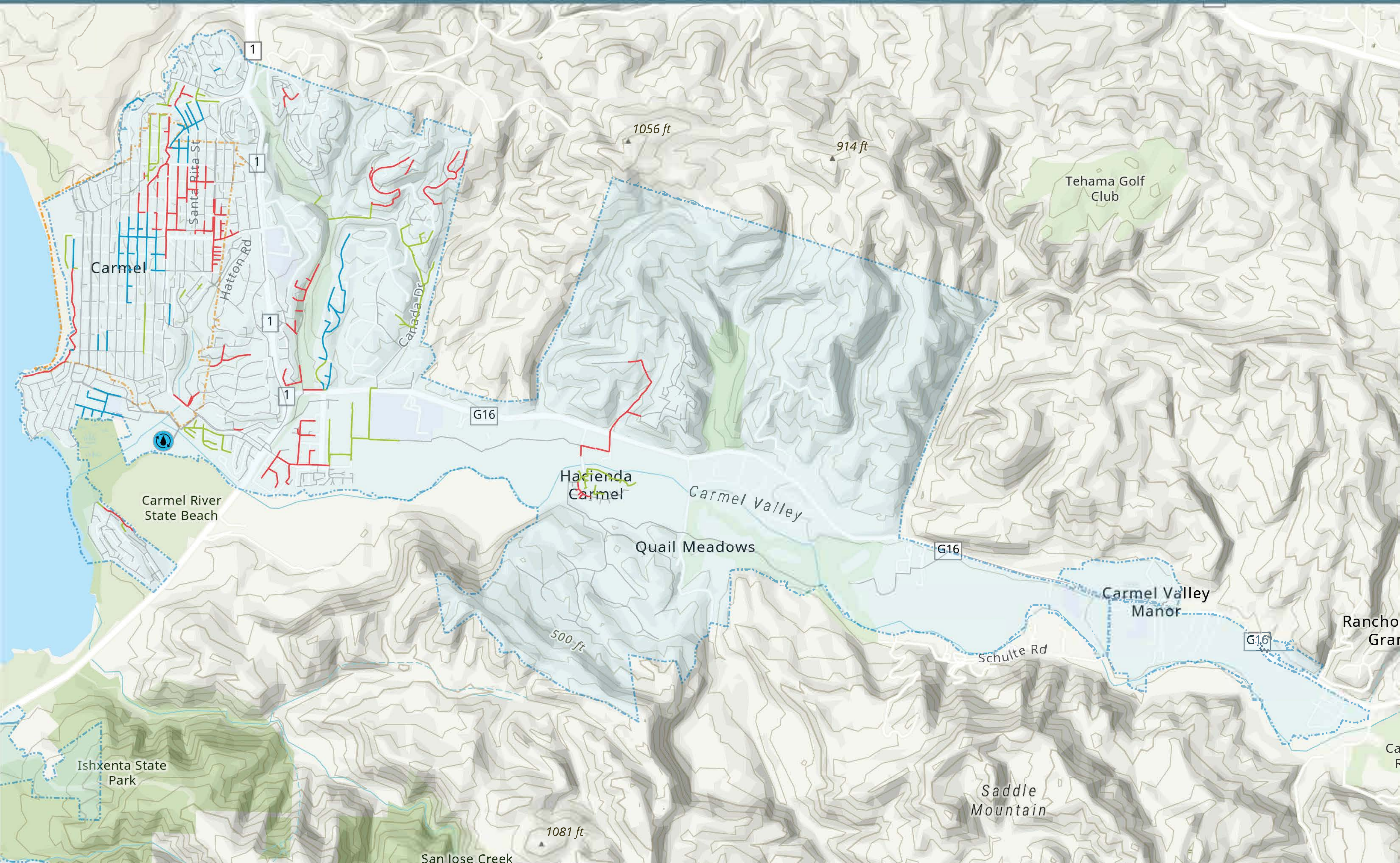
Sewer Gravity Mains	Sewer Forced Mains
CAWD	CAWD
PBCSD	State Parks
Private	Private

NAD83 State Plane CA Zone 4 US Feet | 1:42,000

0 0.25 0.5 1 Miles

N

Carmel Area Wastewater District - Line Cleaning - June 2026



CARMEL AREA WASTEWATER DISTRICT
3945 RIO RD, CARMEL CA 93922
TELEPHONE (831) 624-1248
Info@CAWD.org

LEGEND

Treatment Plant
Service Area
Carmel by the Sea

Sewer Gravity Mains - Line Cleaning

April 2026 - 52,234 FT
May 2026 - 31,369 FT
June 2026 - 57,438 FT

NAD83 State Plane CA Zone 4 US Feet | 1:42,000

0 0.25 0.5 1 Miles

N

STAFF REPORT

To: Board of Directors

From: Mark Dias, Safety and
Regulatory Compliance Administrator
(S/C Admin Dias)

Date: July 30, 2026

Subject: Monthly Safety Report (for June 2026)

RECOMMENDATION

Receive Report- Informational only; no action required

DISCUSSION

Safety & Training

- **June 3: Refresher Training- Hazard Communication.** Hazard Communication (HazCom) is a required training given to employees regarding their "right to know" about the chemical hazards at a workplace. A DKF video was shown which explained all the ways employees have the right to know about --and ask about-- any chemical used in the course of work. S/C Admin Dias added additional information including; where the HazCom policy can be found, how all the Safety Data Sheets can be accessed, and that it is required that the District maintain a list of all chemicals used on site for the last 30 years.

- **June 10: Tailgate Training- Automated External Defibrillator Refresher.** All employees receive formal AED training every two years. However there are three new employees who did not receive this training. Also, three additional AEDs have been deployed (in the laboratory and in two Collections vehicles). A/C Admin Dias reviewed the features and proper use. Dias pointed out that an AED is a defibrillator only, and so cannot restart a "flatlined" heart. In this scenario it will not recommend a shock and the AED will direct the rescuer to begin cardio-pulmonary resuscitation (CPR). If a shock is needed and administered, it can take up to two minutes for the heart to reset and so the AED will instruct that CPR be given during this time.

- **June 17: Refresher Training- Fire Prevention Program and Fire Extinguishers.** S/C Admin Dias provided refresher training on the various fire hazards on site, the physics of fire, how to select the correct extinguisher for different kinds of fires, and how to plan and use an extinguisher. Extinguishers should be used only when it is safe to do so during the initial phases of a small, emergent fire. S/C Admin Dias described the early stages of a lithium battery fire and emphasized that lithium battery fires cannot be stopped by a fire extinguisher. Instead, employees should leave the area and call 9-1-1.

- **June 24: Tailgate Training- Vehicle Backing Safety.** S/C Admin Dias gave a presentation on how to reduce accidents and injuries while backing up vehicles. A wide variety of vehicles are used at the site and many of them have poor visibility when backing up. One safety video was shown, and additional tips were provided. The primary technique to avoid backing up is to plan the route ahead of time and park in a location where the vehicle can be driven forward when departing. If backing up is unavoidable, especially in vehicles with poor rearward visibility, a spotter should be used to guide the driver. This is required by law in some cases.

Ongoing Safety Improvements

Facilities Manager Chris Foley and S/C Admin Dias continued to implement safety improvements and seek input from the operations crew and the Safety Committee. Activities in June included:

- **Identification and assignment of tasks to convert from aqueous ammonia to liquid ammonium sulfate (LAS).** Background: Aqueous ammonia (19%) is the last remaining bulk chemical used at the plant that could create airborne hazards for the entire plant, offsite buildings and the public. It could also create Immediately Dangerous to Life and Health (IDLH) conditions to employees on the site. This could occur during a major spill during delivery (via tanker truck) or by over-pressurizing (or collapsing) the tank during delivery. It could also occur if the outdoor poly tank and/or transmission piping were to fail due to a large earthquake. Replacement of aqueous ammonia with LAS (a non-hazardous chemical) is considered the highest priority safety improvement that can be made to protect employees, the school and neighboring dwellings. Ammonium sulfate was successfully used on a temporary basis in 2022. Many wastewater and drinking water treatment plants around the country have successfully replaced aqueous ammonia with LAS.

  The LAS pumping skid was finally received in May. In June, management and engineering met to confirm and assign the specific list of tasks needed to implement the conversion to LAS. Work on the tasks has begun and will be completed over the summer and fall.

Tours and Outreach

- **Tours**: No tours were requested in June.

Injuries; First Aid Incidents; Workers Compensation Claims

There were no Workers Comp claims in June. There was a minor first aid injury to a mechanic who was stirring a small batch of concrete with a wooden stick and was punctured by a splinter through his latex gloves. The splinter was removed, the puncture cleaned/bandaged and the employee returned to work without further complications. The most recent matrix for the year is below.

	Work Related Injuries and Illnesses for 2026 Calendar Year				
TYPE	**New Incidents (Month)**	**Total Incidents (Year)**	**Total Days Away from Work (Year)**	**Total Days of Job Restriction* (Year)**	**Cumulative days lost (Year)**
OSHA Injuries	0	0	0	0	0
OSHA Illnesses	0	0	0	0	0
Other WC Claims	0	0	0	0	0
First Aid (non-OSHA)	1	2	0	0	0

*Excludes holidays, vacation days and sick days

FUNDING-N/A- Informational item only

Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2026 YEAR-TO-DATE	
Report for: June 2026	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	25.340	0.845	0.813	0.875	67.315	175.67	538.85
PBCSD Flow	12.304	0.410	0.377	0.459	32.685	94.54	289.98
Total Plant Flow	37.644	1.255	1.190	1.334	100.00	270.20	828.84
Tertiary Flow	34.389	1.146	1.034	1.218	91.353	140.58	431.23
Ocean Discharge	3.204	0.107	0.094	0.122	8.511	129.51	397.27
Potable Water (2)	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2026)	140.58MG (431.23acre-ft.)
Total Lifetime Reclamation Production (94-26)	10.30 BG (31.61 K acre-ft.)
12 Month Rolling Total Reclamation Production	337.80 MG (1036.71 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	June'26 kWh	Price per kWh	June'26	May'26	Apr'26	Mar'26
Secondary	91,091.40	$ 0.359	$ 32,700.17	$ 23,551.12	$ 22,181.44	$ 20,692.78
Blowers	51,208.08	$ 0.348	$ 17,809.77	$ 12,405.19	$ 10,428.58	$ 11,442.50
CAWD Total	142,299.48		$ 50,509.94	$ 35,956.31	$ 32,610.02	$ 32,135.28
Tertiary	85,480.00	$ 0.328	$ 28,072.73	$ 19,058.34	$ 17,809.45	$ 15,875.51
MF/RO	112,875.60	$ 0.330	$ 37,209.84	$ 32,802.33	$ 22,928.13	$ 34,328.24
Reclaim Total	198,355.60		$ 65,282.57	$ 51,860.67	$ 40,737.58	$ 50,203.75
Adjusted Monthly Totals (1)	CAWD Total	$ 28,871.24		Reclamation Total		$ 86,921.27

kW-h Per Acre Foot

	2025				2026			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1111.69	1149.23	1224.01	1229.19	937.31	1151.91	N/A	N/A
Reclamation	2820.11	1938.59	1810.47	2025.98	2289.36	1892.63	N/A	N/A

MICROTURBINE SUMMARY

Month	Jun'26 kW-h	May'26	Apr'26	Mar'26	Accumulated Totals
Production,kW-h (3)	6,302	8,353	8,672	10,877	1,750,794.00

(1) Cost adjustment for Reclamation percentage for Secondary power costs and Laboratory power usage.

(2) California American Water bills Reclamation a monthly surcharge for the emergency potable water pump station that feeds the Poppy Hills storage tank in the event that potable water is required.

(3) Microturbine system off-line for 15 days in June due to the failure of the turbines inner combustion chamber.


Total Golf Course Usage
Tertiary Flow, mg
Total Potable, mg
Total Golf Course, mg
60.000
50.000
40.000
30.000
20.000
10.000
0.000
Jul 25
Aug 25
Sep 25
Oct 25
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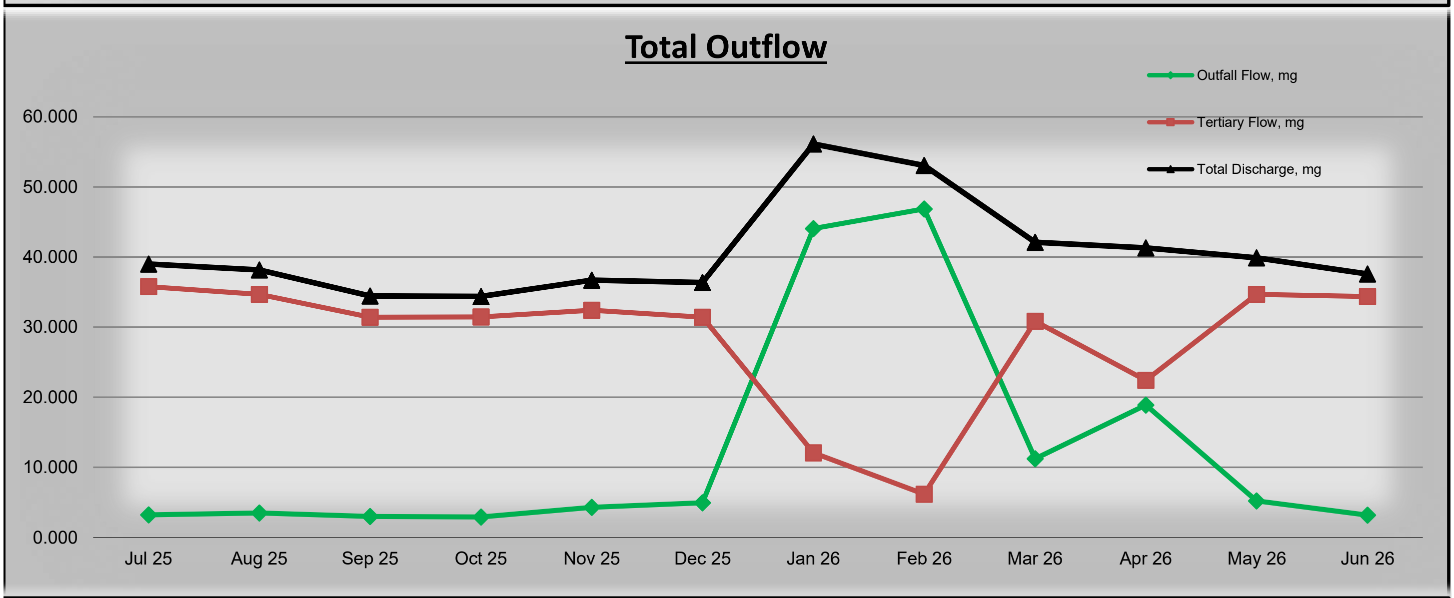
Total Outflow
Outfall Flow, mg
Tertiary Flow, mg
Total Discharge, mg
60.000
50.000
40.000
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Jul 25
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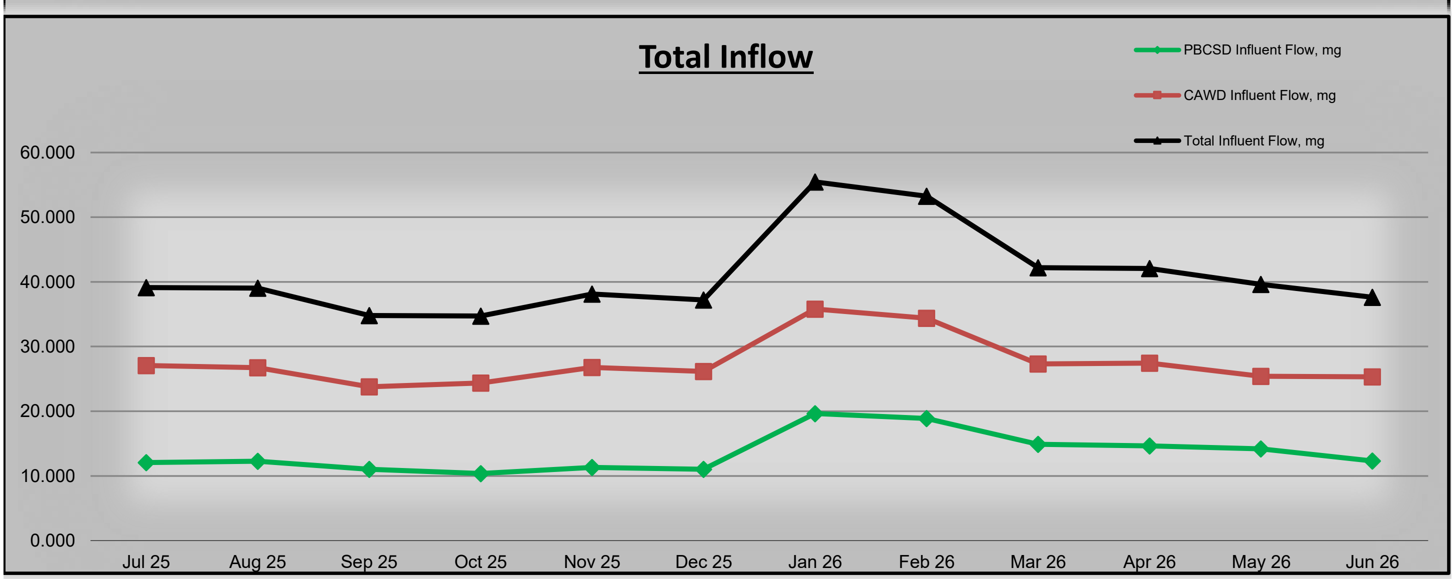
Total Inflow
PBCSD Influent Flow, mg
CAWD Influent Flow, mg
Total Influent Flow, mg
60.000
50.000
40.000
30.000
20.000
10.000
0.000
Jul 25
Aug 25
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Nov 25
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Feb 26
Mar 26
Apr 26
May 26
Jun 26

Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2026 YEAR-TO-DATE	
Report for: May 2026	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	25.415	0.820	0.753	0.885	64.171	150.33	461.12
PBCSD Flow	14.190	0.458	0.377	0.544	35.829	82.23	252.24
Total Plant Flow	39.605	1.278	1.130	1.429	100.00	232.56	713.37
Tertiary Flow	34.664	1.118	0.545	1.229	87.524	106.19	325.74
Ocean Discharge	5.224	0.169	0.096	0.822	13.190	126.31	387.44
Potable Water (2)	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY	
Total Annual Reclamation Production (2026)	106.19MG (325.74acre-ft.)
Total Lifetime Reclamation Production (94-26)	10.27 BG (31.50 K acre-ft.)
12 Month Rolling Total Reclamation Production	336.14 MG (1031.63 acre-ft.)

ELECTRICAL COSTS						
Monthly Totals	May'26 kWh	Price per kWh	May'26	Apr'26	Mar'26	Feb'26
Secondary	94,057.35	$ 0.250	$ 23,551.12	$ 22,181.44	$ 20,692.78	$ 29,293.97
Blowers	51,636.00	$ 0.240	$ 12,405.19	$ 10,428.58	$ 11,442.50	$ 12,234.55
CAWD Total	145,693.35		$ 35,956.31	$ 32,610.02	$ 32,135.28	$ 41,528.52
Tertiary	80,433.56	$ 0.237	$ 19,058.34	$ 17,809.45	$ 15,875.51	$ 13,341.34
MF/RO	109,867.44	$ 0.299	$ 32,802.33	$ 22,928.13	$ 34,328.24	$ 13,813.78
Reclaim Total	190,301.00		$ 51,860.67	$ 40,737.58	$ 50,203.75	$ 27,155.12
Adjusted Monthly Totals (1)	CAWD Total	$ 20,629.11		Reclamation Total		$ 67,187.87

kW-h Per Acre Foot	2025				2026			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1111.69	1149.23	1224.01	1229.19	937.31	N/A	N/A	N/A
Reclamation	2820.11	1938.59	1810.47	2025.98	2289.36	N/A	N/A	N/A

MICROTURBINE SUMMARY					
Month	May'26 kW-h	Apr'26	Mar'26	Feb'26	Accumulated Totals
Production,kW-h (3)	8,353	8,671	10,876	14,314	1,744,492.00

(1) Cost adjustment for Reclamation percentage for Secondary power costs and Laboratory power usage.

(2) California American Water bills Reclamation a monthly surcharge for the emergency potable water pump station that feeds the Poppy Hills storage tank in the event that potable water is required.

(3) Microturbine system off-line on May 12th due to the failure of the turbines inner combustion chamber.


Total Golf Course Usage
Tertiary Flow, mg
Total Potable, mg
Total Golf Course, mg
60.000
50.000
40.000
30.000
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Jun 25
Jul 25
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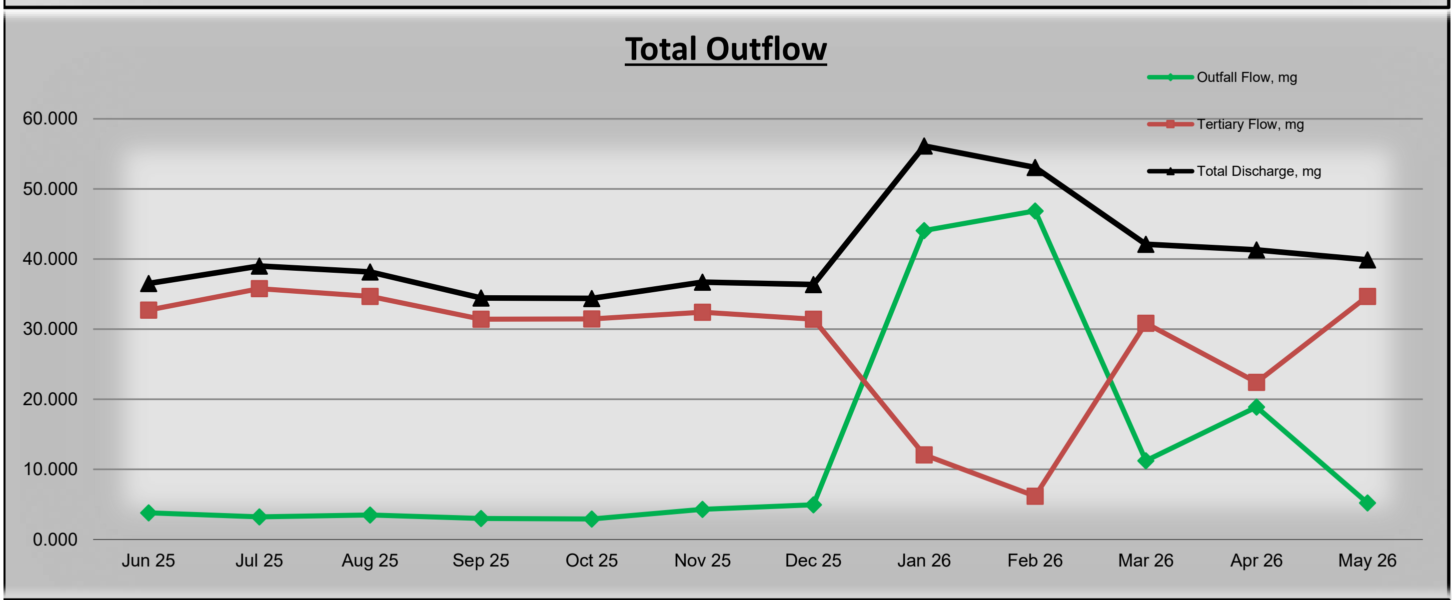
Total Outflow
Outfall Flow, mg
Tertiary Flow, mg
Total Discharge, mg
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Jun 25
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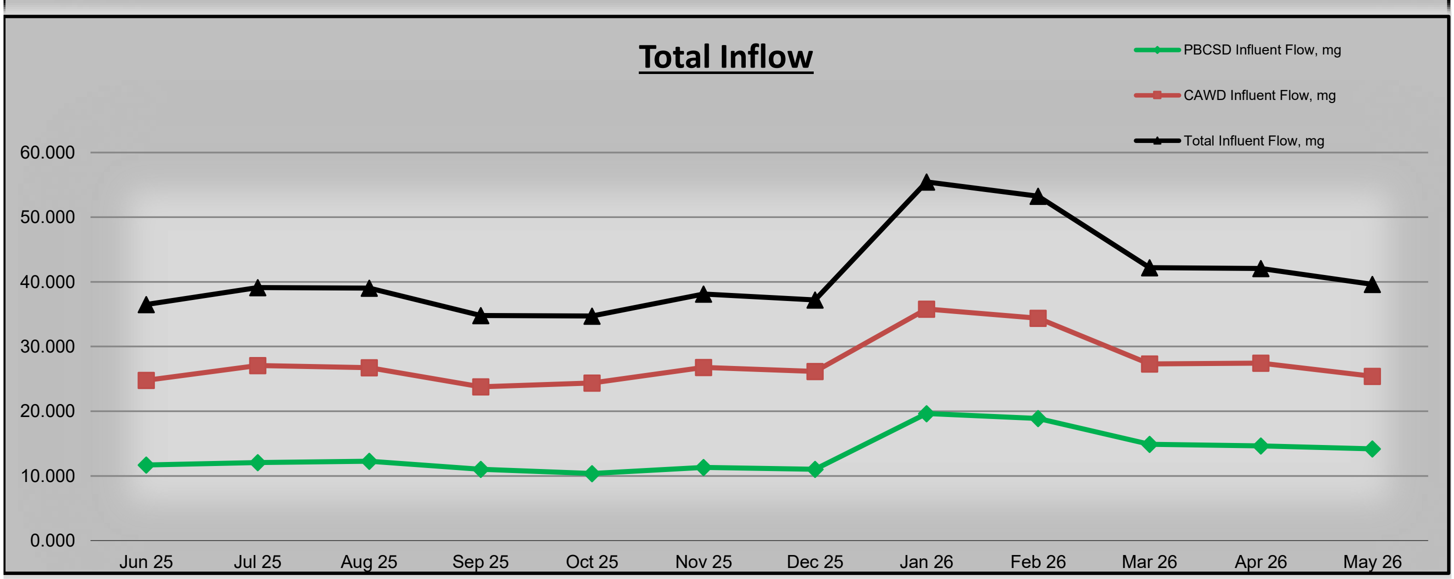
Total Inflow
PBCSD Influent Flow, mg
CAWD Influent Flow, mg
Total Influent Flow, mg
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May 26

Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2026 YEAR-TO-DATE	
Report for: April 2026	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	27.425	0.914	0.806	1.741	65.192	124.91	383.16
PBCSD Flow	14.643	0.488	0.388	1.045	34.808	68.04	208.71
Total Plant Flow	42.068	1.402	1.194	2.786	100.00	192.95	591.88
Tertiary Flow	22.420	0.934	0.195	1.224	53.295	71.53	219.41
Ocean Discharge	18.900	0.630	0.096	2.367	44.927	121.08	371.41
Potable Water (2)	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2026)	71.53MG (219.41acre-ft.)
Total Lifetime Reclamation Production (94-26)	10.23 BG (31.40 K acre-ft.)
12 Month Rolling Total Reclamation Production	336.06 MG (1031.37 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Apr'26 kWh	Price per kWh	Apr'26	Mar'26	Feb'26	Jan'26
Secondary	88,038.00	$ 0.252	$ 22,181.44	$ 20,692.78	$ 29,293.97	$ 30,926.96
Blowers	45,570.96	$ 0.229	$ 10,428.58	$ 11,442.50	$ 12,234.55	$ 12,960.35
CAWD Total	133,608.96		$ 32,610.02	$ 32,135.28	$ 41,528.52	$ 43,887.31
Tertiary	72,031.04	$ 0.247	$ 17,809.45	$ 15,875.51	$ 13,341.34	$ 15,884.73
MF/RO	70,368.48	$ 0.326	$ 22,928.13	$ 34,328.24	$ 13,813.78	$ 19,463.19
Reclaim Total	142,399.52		$ 40,737.58	$ 50,203.75	$ 27,155.12	$ 35,347.92
Adjusted Monthly Totals (1)	CAWD Total	$ 18,748.60		Reclamation Total		$ 54,599.00

kW-h Per Acre Foot

	2025				2026			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	1111.69	1149.23	1224.01	1229.19	937.31	N/A	N/A	N/A
Reclamation	2820.11	1938.59	1810.47	2025.98	2289.36	N/A	N/A	N/A

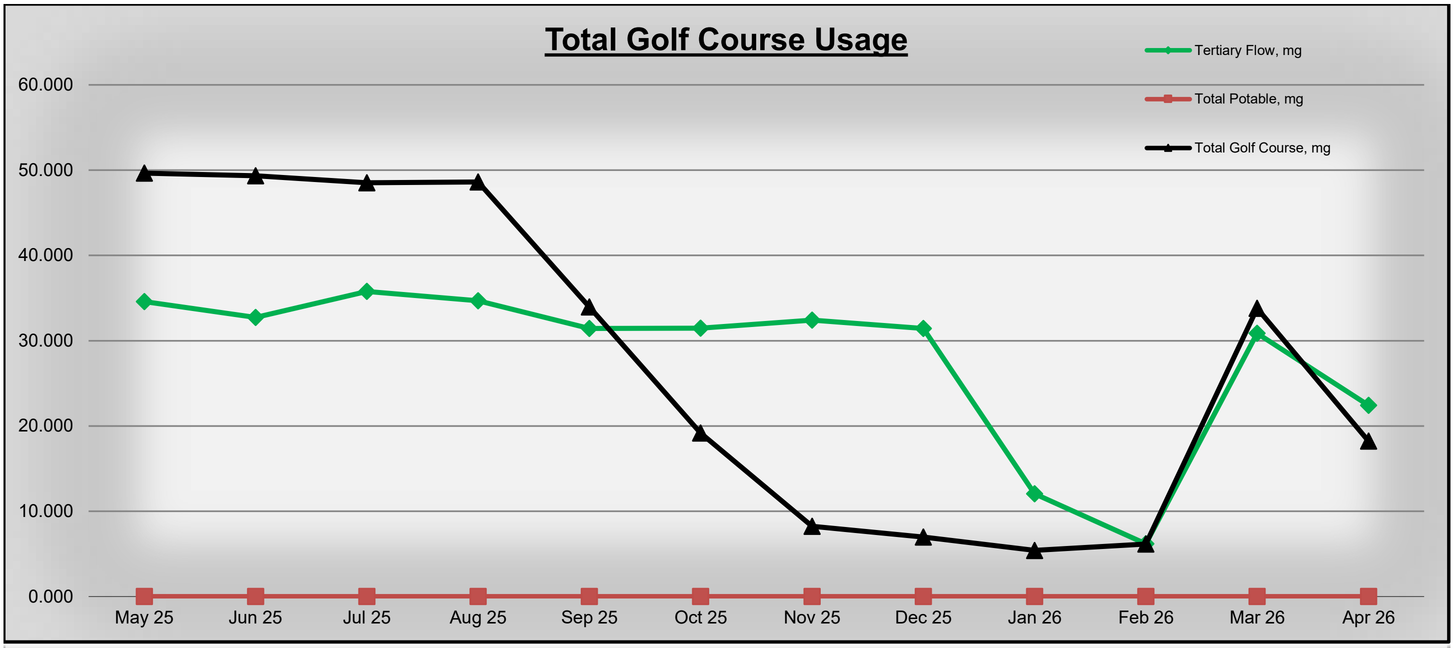
MICROTURBINE SUMMARY

Month	Apr'26 kW-h	Mar'26	Feb'26	Jan'26	Accumulated Totals
Production,kW-h (3)	8,671	10,875	14,313	14,182	1,736,139.00

(1) Cost adjustment for Reclamation percentage for Secondary power costs and Laboratory power usage.

(2) California American Water bills Reclamation a monthly surcharge for the emergency potable water pump station that feeds the Poppy Hills storage tank in the event that potable water is required.

(3) Microturbine system off-line for 19 days in April due to gas compressor being replaced. On-line on 4/20/2026


Total Golf Course Usage
Tertiary Flow, mg
Total Potable, mg
Total Golf Course, mg
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May 25
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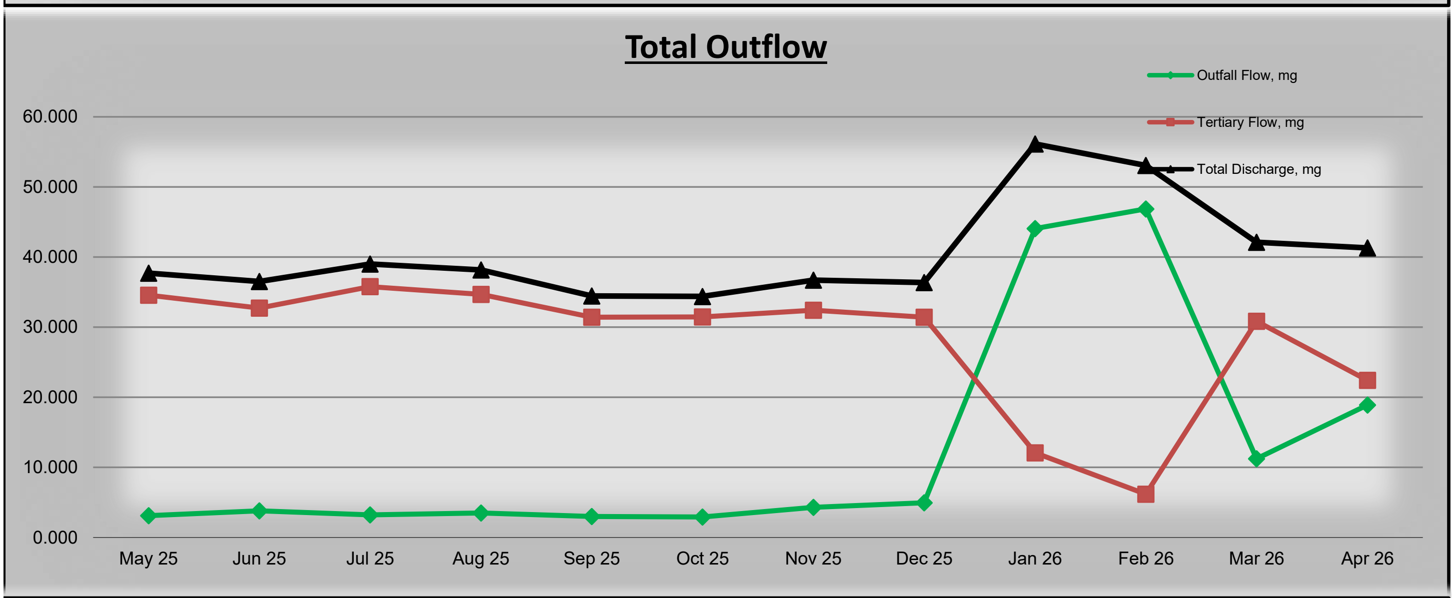
Total Outflow
Outfall Flow, mg
Tertiary Flow, mg
Total Discharge, mg
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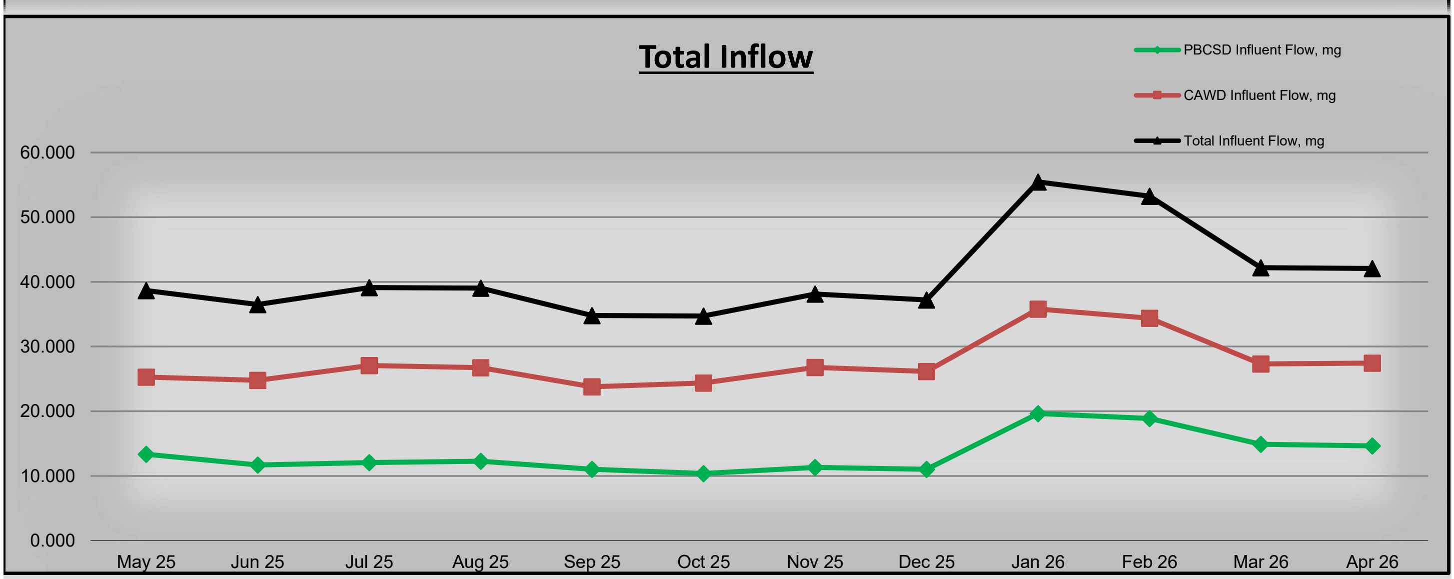
Total Inflow
PBCSD Influent Flow, mg
CAWD Influent Flow, mg
Total Influent Flow, mg
60.000
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STAFF REPORT

To: Board of Directors

From: Mohammed Serageldin, Lab Manager

Date: July 30th , 2026

Subject: Monthly Lab Report

RECOMMENDATION

Receive Report - Informational only; no action required.

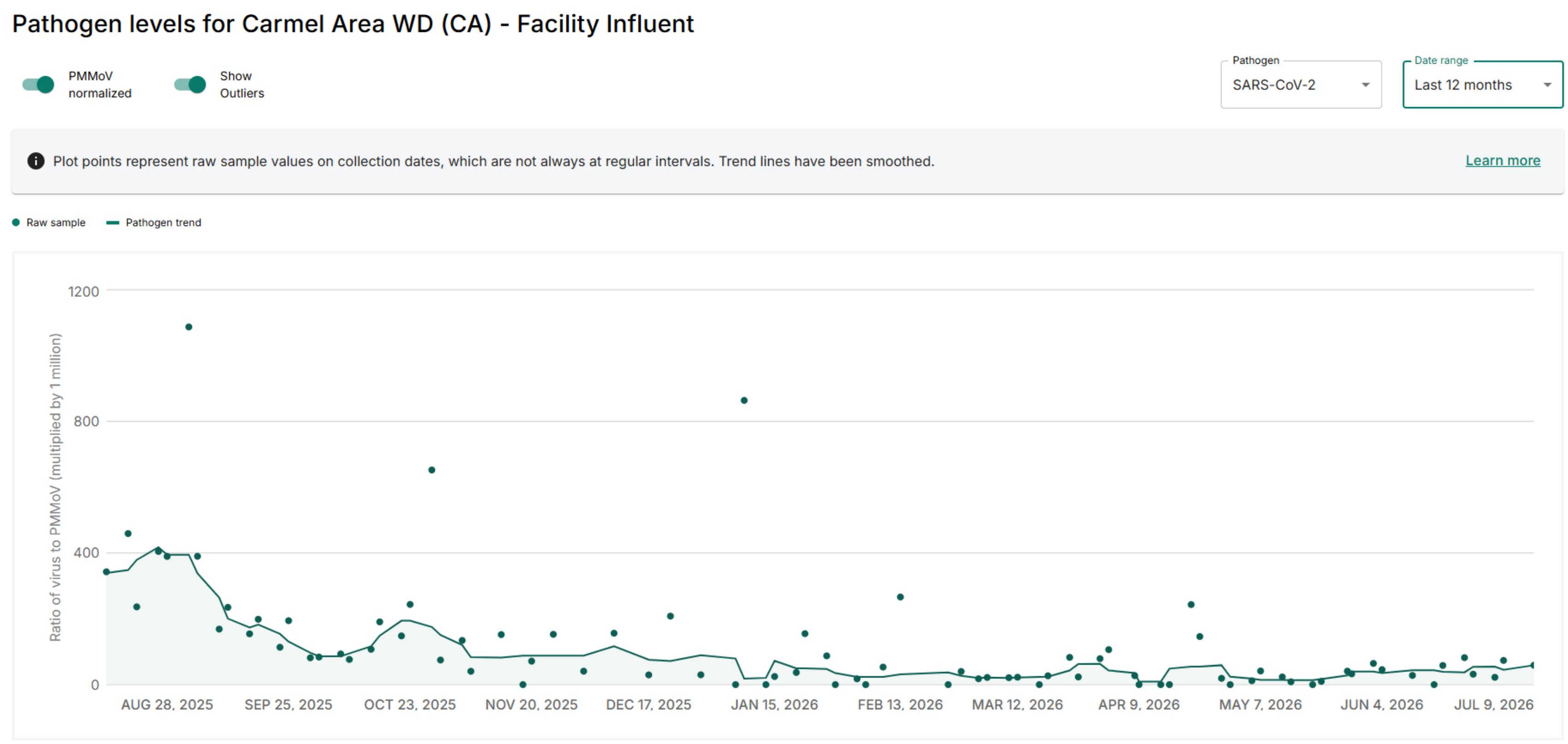
DISCUSSION

1. Staff completed sampling for the Monthly Pebble Beach Sodium Adsorption Ratio (SAR) and Total Nitrogen samples.
2. Staff completed sampling for the Monthly Central Coastal Long-Term Environmental Assessment Network (CCLEAN) Monitoring.
3. Staff completed sampling for the Monthly Reclaim Line Monitoring.
4. Staff completed sampling for the Monthly CAWD Monitoring.
5. Staff completed sampling for the NPDES Discharge Monitoring (Oil and Grease).
6. Staff completed sampling for the semi-annual Bioassay Study on Final Effluent.
7. Staff completed sampling for the semi-annual Effluent Wastewater Monitoring.
8. Staff completed sampling for the semi-annual Influent Priority Pollutants.
9. Staff completed sampling for the Quarterly DDT Monitoring in Effluent Wastewater.
10. Staff completed sampling for the Quarterly Biosolid Monitoring.
11. The Laboratory and Operations staff selected Labworks Laboratory Information Management System (LIMS) to replace the Sample Masters LIMS.
12. Wastewater Public Health Surveillance Update: The following graphs provide a summary of ongoing wastewater plant influent public health surveillance testing being funded by the Center for Disease Control National Wastewater Surveillance System program.

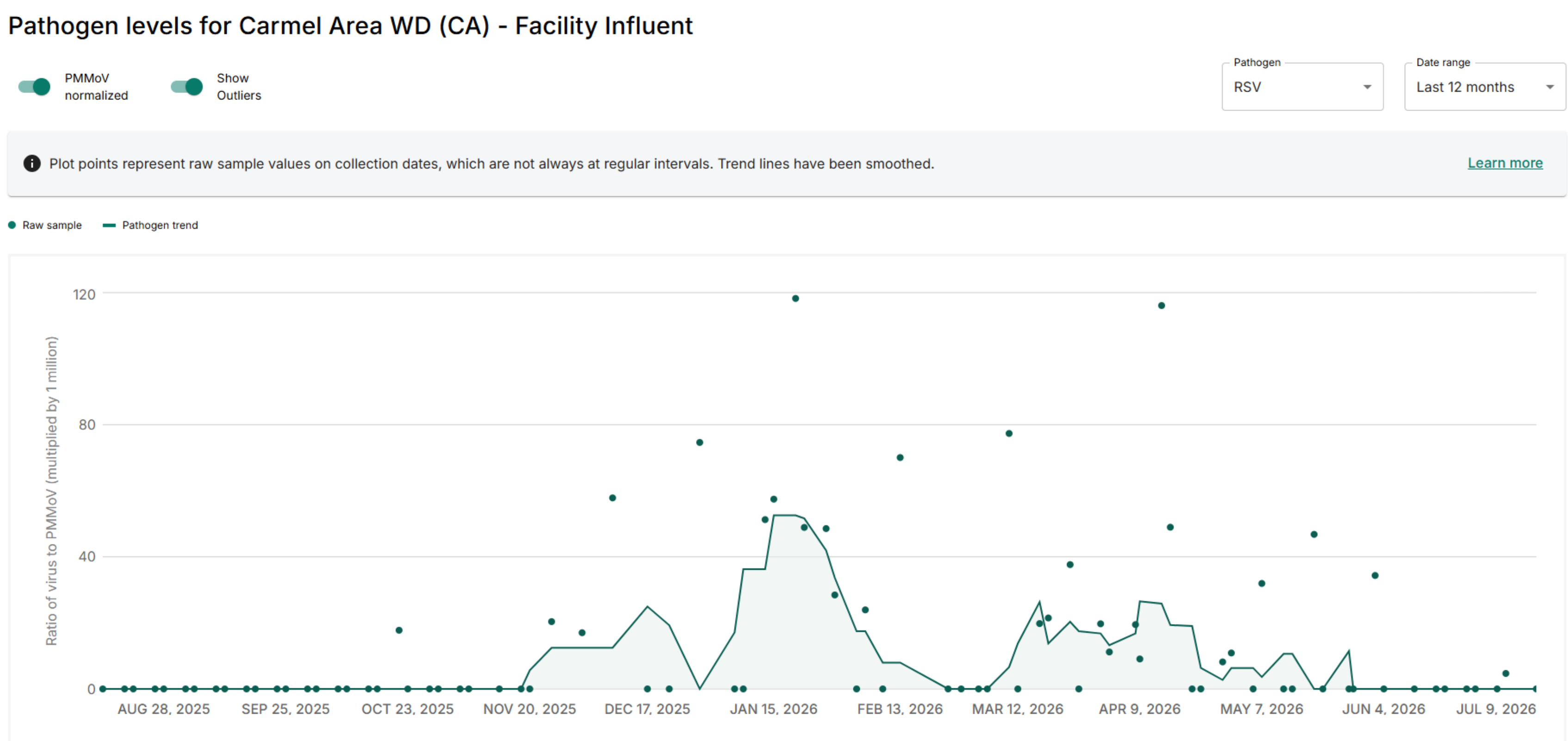
VIRUSES

Note: Samples taken twice per week at CAWD Wastewater Treatment Plant. Tests completed by Verily Life Sciences LLC. Full graphs are available at www.cawd.org/pathogen-concentration-levels

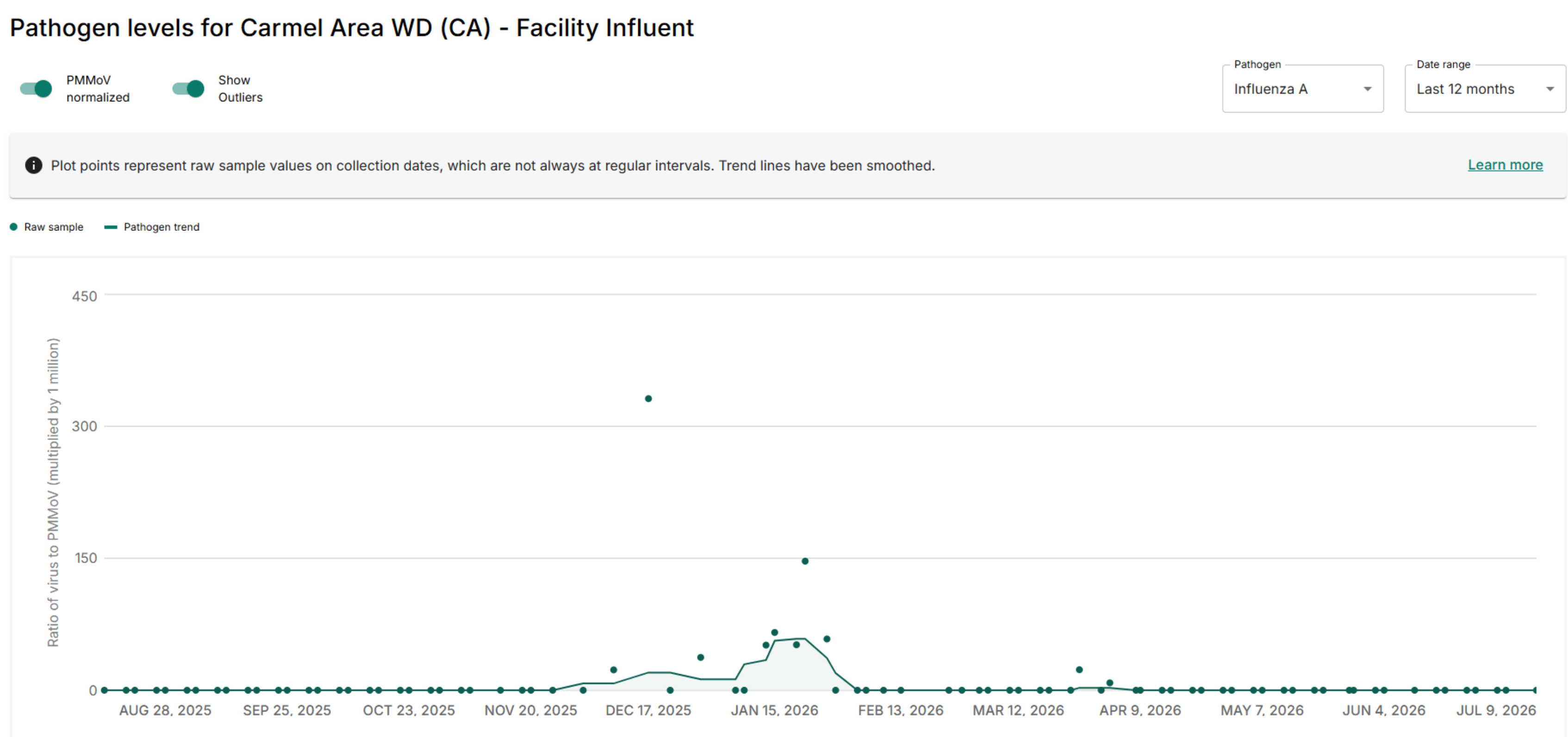
SARS-CoV-2 (COVID) – Past 12 Months:



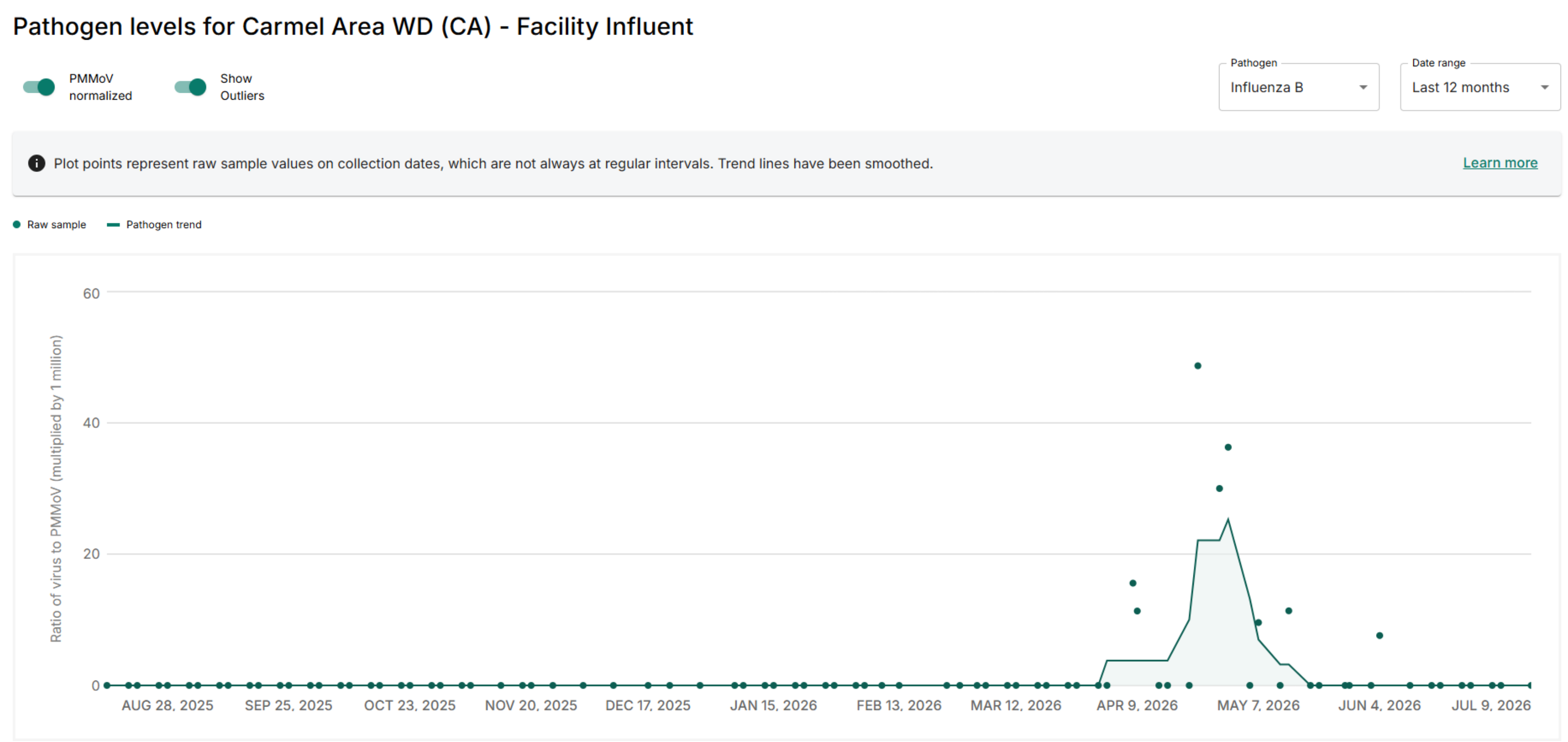
Respiratory Syncytial Virus (RSV) – Past 12 Months:



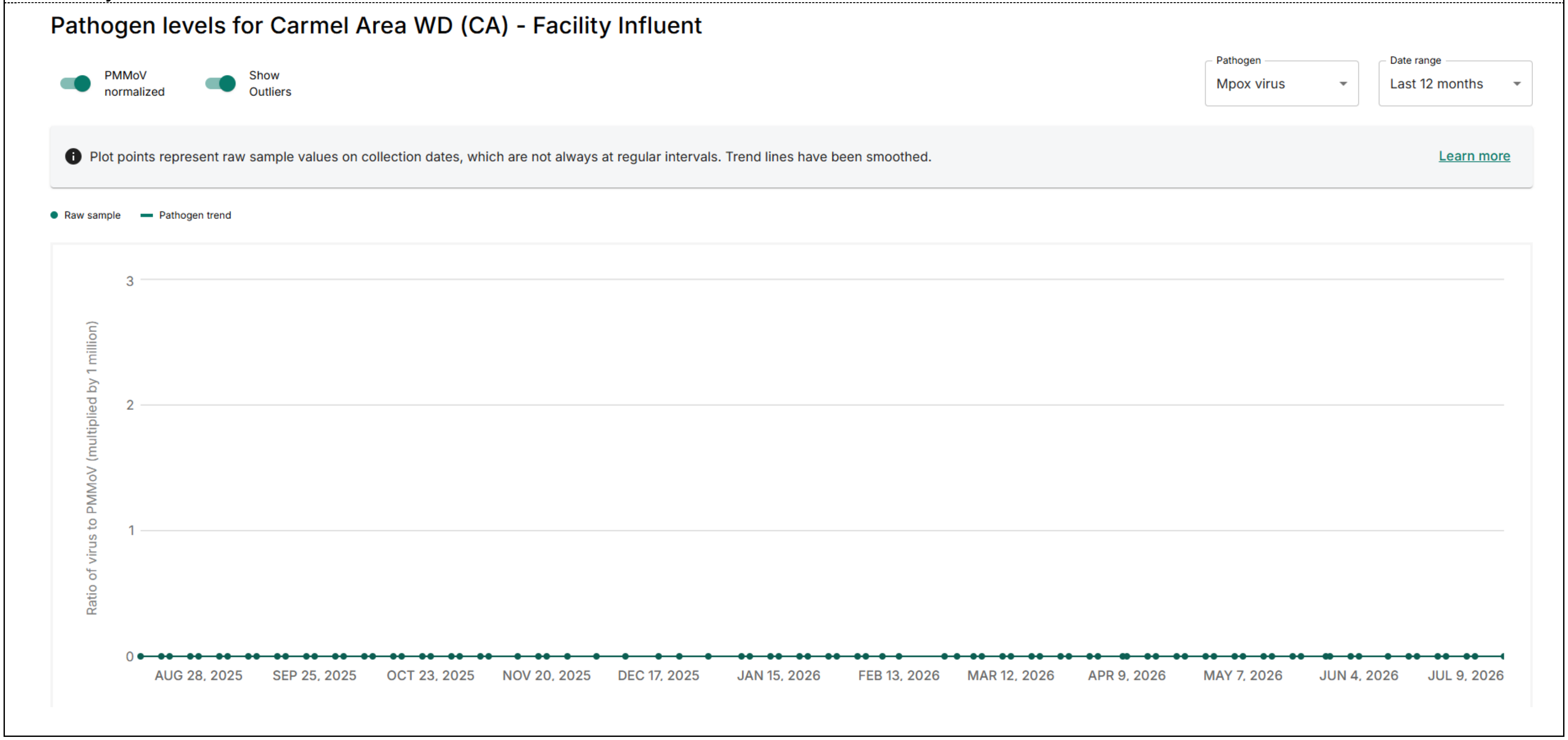
Influenza A– Past 12 Months:



Influenza B– Past 12 Months:



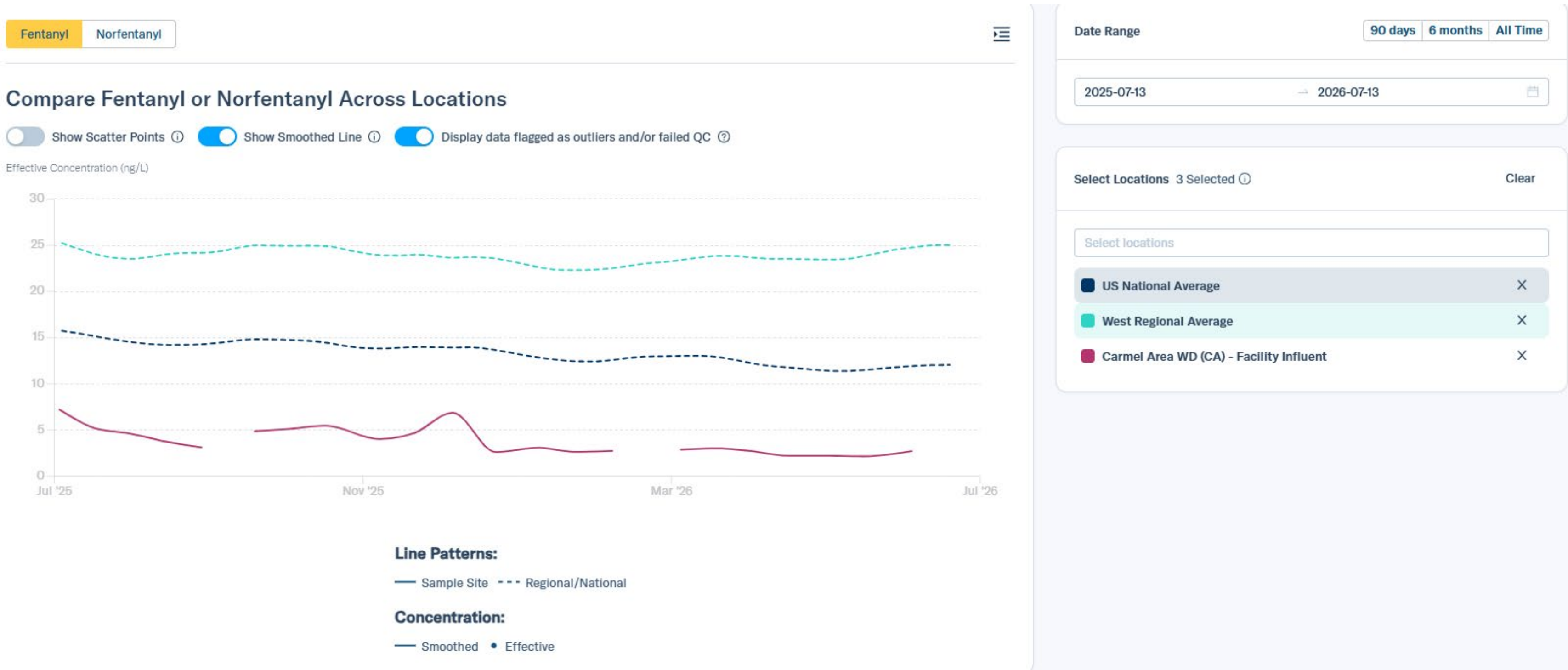
Monkey Pox Virus (MPKV) – Past 12 Months:



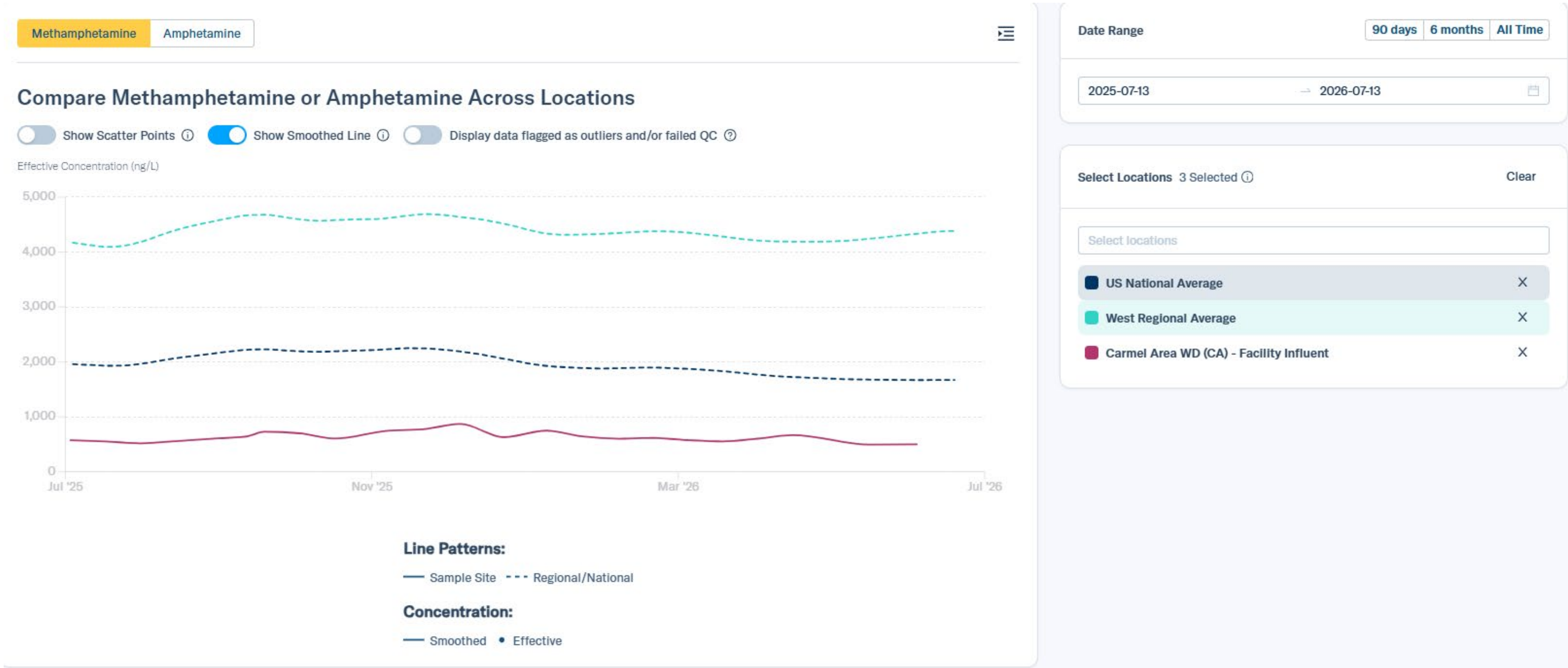
HIGH RISK SUBSTANCES

Note: Samples taken once per week at CAWD Wastewater Treatment Plant. Tests completed by Biobot Analytics.

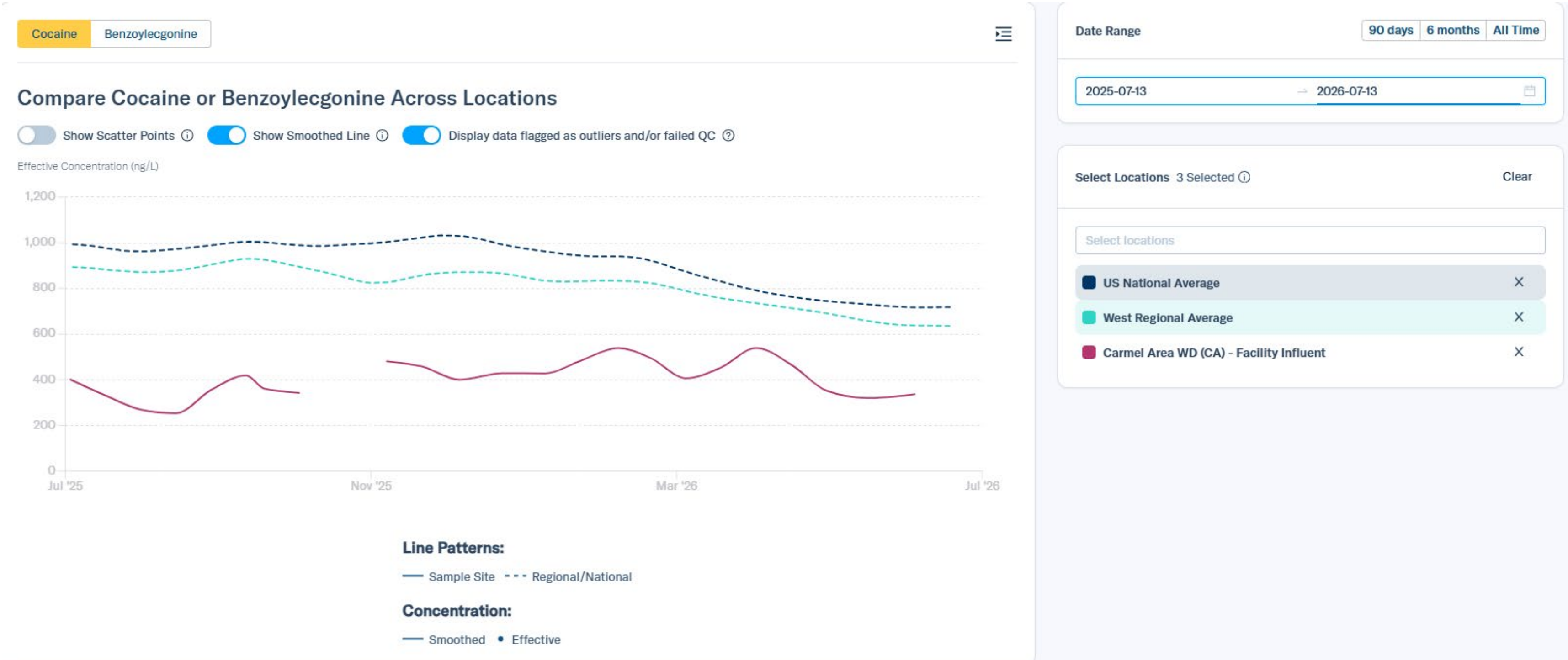
Fentanyl – Past 12 Months:



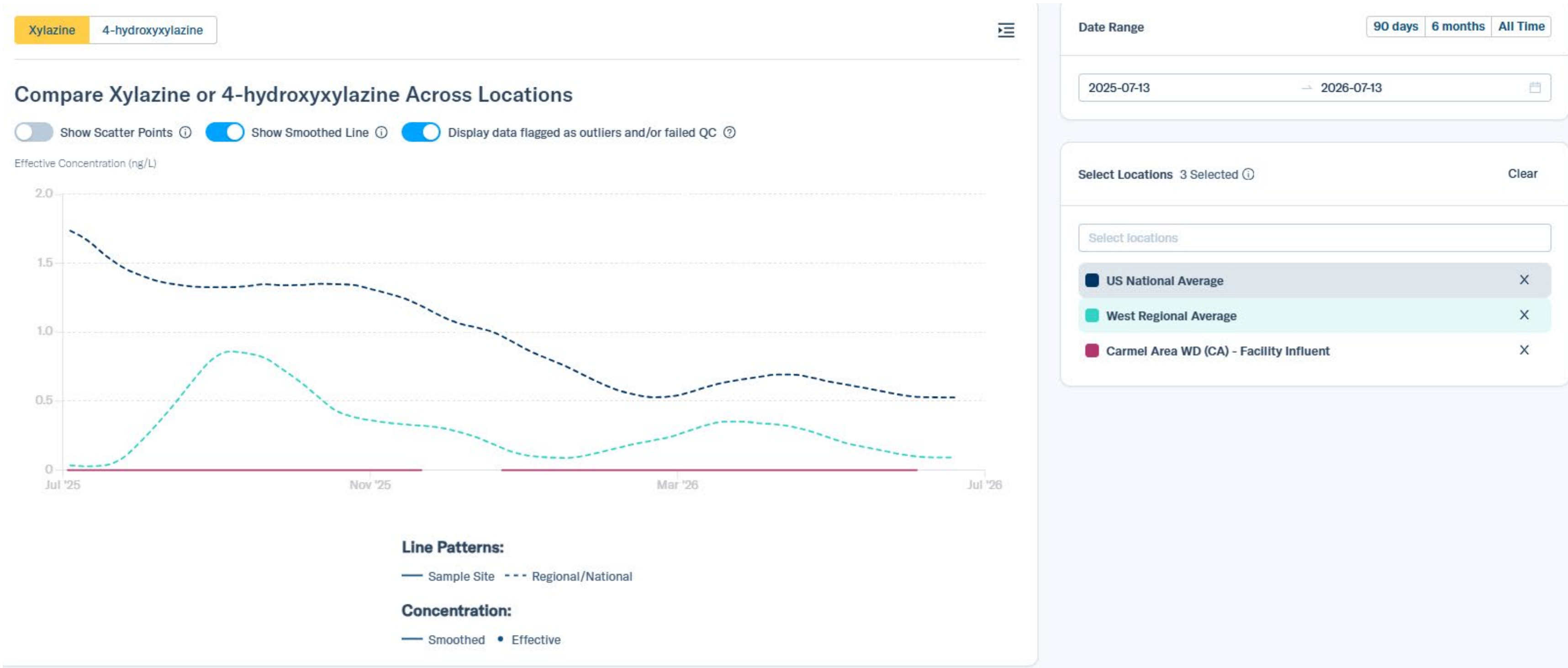
Methamphetamine – Past 12 Months:



Cocaine – Past 12 Months:



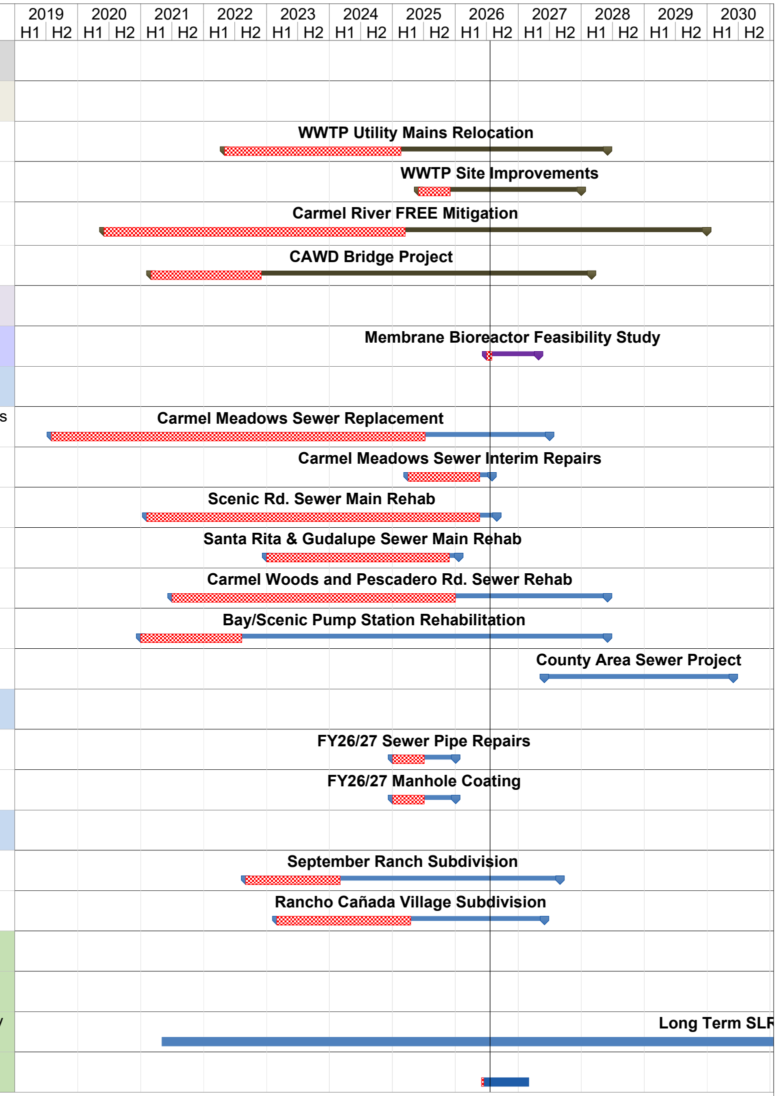
Xylazine (Tranq) – Past 12 Months:



FUNDING

N/A Information Only

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status
		Projects Implementation Plan Schedule						
		Treatment Plant Capital Projects						
22-03	1639.000	WWTP Utility Mains Relocation	Bandy	Mon 5/2/22	Thu 6/1/28	$110,000	$291,533	CEQA and 100% Design
25-02	1993.000	WWTP Site Improvements	Bandy	Sun 6/1/25	Fri 12/31/27	$150,000	$1,880,000	Design
19-21	1993.000	Carmel River FREE Mitigation	Treanor	Mon 6/1/20	Fri 12/28/29	$0	$0	Pending County Funding Agreement
22-04	1642.000	CAWD Bridge Project	Treanor	Mon 3/1/21	Tue 2/29/28	$0	$100,000	Preliminary Design
		Reclamation Capital Projects						
22-05	14794	Membrane Bioreactor Feasibility Study	Bandy	Wed 7/1/26	Tue 4/27/27	$0	$0	RFP Prep
		Collections Capital Projects						
19-03	1586.000	Carmel Meadows Sewer Replacement	Treanor	Thu 8/1/19	Wed 6/30/27	$300,000	$1,233,817	Design Update In Progress
25-01	1586.000	Carmel Meadows Sewer Interim Repairs	Henson	Tue 4/1/25	Fri 7/31/26	$0	$0	In Construction
20-08	1635.000	Scenic Rd. Sewer Main Rehab	Treanor	Fri 2/5/21	Fri 8/28/26	$4,575,000	$5,328,047	In Construction
23-01	1643.000	Santa Rita & Gudalupe Sewer Main Rehab	Treanor	Sun 1/1/23	Mon 1/19/26	$455,000	$4,832,641	In Construction
21-05	1637.000	Carmel Woods and Pescadero Rd. Sewer Rehab	Bandy	Thu 7/1/21	Thu 6/1/28	$200,000	$612,508	100% Design
20-07	1636.000	Bay/Scenic Pump Station Rehabilitation	Henson	Thu 12/31/20	Thu 6/1/28	$150,000	$314,065	On Hold
		County Area Sewer Project	Henson	Tue 6/1/27	Fri 5/31/30	$0	$0	Study Phase
		Collections Non-Capital Projects						
24-01	6130.005	FY26/27 Sewer Pipe Repairs	Lauer	Wed 1/1/25	Thu 1/1/26	$200,000	$610,000	In Progress
24-02	6140.005	FY26/27 Manhole Coating	Lauer	Wed 1/1/25	Thu 1/1/26	$200,000	$660,000	On Hold
		Assessment Districts/Annexations						
18-29	2500.000	September Ranch Subdivision	Treanor	Thu 9/1/22	Mon 8/30/27	$0	$0	In Construction
23-03		Rancho Cañada Village Subdivision	Treanor	Wed 3/1/23	Tue 6/1/27	$0	$0	In Construction
		Other Non-Capital Projects		Thu 3/1/18	Wed 2/29/40	$0	$0	
		Source Control Six Sigma	Henson	Thu 3/1/18	Thu 3/1/18	$0	$0	Compliance Phase
22-01	5500.006	Long Term SLR Planning	Henson	Mon 5/3/21	Wed 2/29/40	$0	$0	Scoping Adaptation Study
	5500.005	Easement Surveys and CEQA Analysis	Bandy	Mon 6/1/26	Mon 3/1/27	$200,000	$200,000	CEQA underway



Project: Projects Implementation Plan
Date: Wed 7/22/26

Task | Summary | Manual Summary Rollup | Manual Summary | % Complete

Treatment Plant Capital Project Summaries

Photo: Gas Meter on North Side of River

Project Number:	**22-03**	
Project Name:	**WWTP Utility Mains Relocation**	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Bandy	
Status:	90% Design, CEQA underway	
Project Description:	The natural gas and water utility service lines cross the Carmel River to reach the WWTP. These PVC lines have a high risk of failure. The gas line is needed for plant operations to provide supplementary heating to the digesters for thermophilic digestion. 12 kV PG&E power will be undergrounded as part of the project.	
Department:	Treatment	
Financial:	Cumulative Budget: $291,533	Cumulative Spent: $297,266
	FY Budget: $110,000	FY Spent: $115,733
Reclamation Share:	N/A	
Other Entities:	Cost Share w/ Collections @ 5.5%	
Permits Required:	TBD	
Challenges:	Coordination with State Parks, PG&E and CalAM	
Schedule:	CEQA analysis underway.	
Consultants:	Kennedy Jenks, Denise Duffy & Associates	
Contractor:	TBD	

Photo: Office trailers at WWTP

Project Number:	**25-02**	
Project Name:	**WWTP Site Improvements**	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Bandy	
Status:	Preliminary Design	
Project Description:	The office trailers at the WWTP do not have adequate space for current and future staff and have reached the end of their useful life. The pavement is in poor condition and several vaults and lids are failing. Project is inclusive of Equipment Enclosures, Plant Paving and Vault Lids, Plant Landscaping, and Office Trailer Replacements line items in the FY2025/26 LT Treatment CIP.	
Department:	Treatment	
Financial:	Cumulative Budget: $1,880,000	Cumulative Spent: $78,995
	FY Budget: $150,000	FY Spent: $78.995
Reclamation Share:	N/A	
Other Entities:	Cost Share w/ Collections @ 5.5%	
Permits Required:	TBD	
Challenges:	Seismic design requirements	
Schedule:	Design underway, contract award planned in Q4 2026.	
Consultants:	Kennedy/Jenks	
Contractor:	TBD	

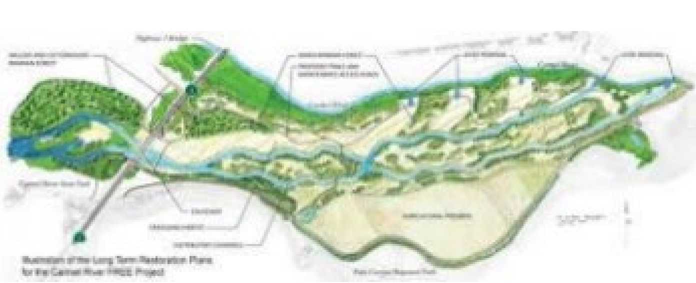


Image: Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)

Project Number:	**19-21**	
Project Name:	**Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Mitigation**	
Project Location:	Carmel River Lagoon	
Project Manager:	Treanor	
Status:	Pending County Funding Agreement	
Project Description:	The CRFREE Project intends to create a new river channel in the Carmel River lagoon floodplain, which will significantly impact existing wastewater pipelines that cross the lagoon. To fully mitigate impacts from CRFREE the pipelines, which are currently crossing over a portion of the lagoon, are proposed to be installed underground using Horizontal Directional Drilling construction methods.	
Department:	Engineering	
Financial:	Coastal Conservancy Grant Budget: $750,000	Cumulative Spent: $618,569 FY Spent: $0
** Project is being funded by CRFREE initiated grants		
Reclamation Share:	N/A	
Other Entities:	Monterey County	
Permits Required:	Coastal Commission, CA Fish and Wildlife, Army Corp of Engineers, Reginal Water Quality Control Board (RWQCB)	
Challenges:	Construction near environmentally sensitive habitat and obtaining new easement from State Parks	
Schedule:	Pending funding agreement	
Consultants:	Design: Kennedy Jenks and Staheli Trenchless CEQA: Johnson Marigot	
Contractor:	TBD	

Image: Conceptual Rendering of Public Use and Bridge

Project Number:	**22-04**	
Project Name:	**CAWD Bridge and Trail Project**	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Treanor	
Status:	Preliminary design	
Project Description:	Construct a new bridge at the location of the existing CAWD bridge over the Carmel River. The Bridge would be open for public use and would allow for new walking trails to connect the City of Carmel-by-the-Sea (Mission Trail) to the Regional Parks (Palo Corona).	
Department:	Treatment	
Financial:	Cumulative Budget: $144,845	Cumulative Spent: $75,133
	FY Budget: $127,600	FY Spent: $60,198
**No budget. Funding potential via Carmel River settlement grants.		
Reclamation Share:	N/A	
Other Entities:	State Parks, Diocese of Monterey, City of Carmel-by-the-Sea, Regional Parks District	
Permits Required:	TBD	
Challenges:	Obtaining funding and community support	
Schedule:	Preliminary design underway	
Consultants:	MME Civil + Structural	
Contractor:	TBD	

Reclamation Capital Project Summaries

Photo: Exterior of Tertiary Building

Project Number:	**22-05**	
Project Name:	**Membrane Bioreactor Feasibility Study**	
Project Location:	Reclamation – Microfiltration (MF)/Reverse Osmosis (RO) and Tertiary Building	
Project Manager:	Bandy	
Status:	RFP Prep	
Project Description:	Feasibility/constructability analysis of MBR alternative identified in Phase II of 15-Year CIP Master Plan	
Department:	Treatment	
Financial:	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Reclamation Share:	100%	
Other Entities:	Reclamation Project	
Permits Required:	None	
Challenges:	Complexity	
Schedule:	RFP for MBR Feasibility Study to be published in August 2026.	
Consultants:	TBD	
Contractor:	N/A	

Collections Capital Project Summaries

Photo: Aerial gravity pipe in easement

Project Number:	**19-03**	
Project Name:	**Carmel Meadows Sewer Replacement**	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Design Update in Progress	
Project Description:	Replace 1,300 feet of Ductile Iron Pipe (DIP) on an aerial span and eight manholes by constructing a small pump station at the end of Mariposa Drive. Located on an easement parallel to Ribera Road. Line was originally installed in the early 1960's.	
Department:	Collections	
Financial:	Cumulative Budget: $1,233,817	Cumulative Spent: $1,233,852
	FY Budget: $300,000	FY Spent: $251,752
Permits Required:	Local Coastal Development Permit	
Challenges:	Community Buy-In	
Schedule:	TBD	
Consultants:	Kennedy Jenks Consultants	
Contractor:	TBD	

Photo: Sagged Pipeline

Project Number:	**25-01**	
Project Name:	**Carmel Meadows Sewer Interim Repairs**	
Project Location:	Collection System	
Project Manager:	Henson	
Status:	Construction Phase	
Project Description:	Minor repairs to easement sewer line in response to Violation Letter from Regional Water Quality Control Board. Costs for interim repairs are being combined with Project 19-03.	
Department:	Collections	
Financial:	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Reclamation Share:	0%	
Other Entities:	Regional Water Quality Control Board	
Permits Required:	Minor Repairs Exempt	
Challenges:	Construction on hillside	
Schedule:	Completion late July / early August 2026	
Consultants:	Kennedy/Jenks	
Contractor:	Brett George	

Image: Project Map

Project Number:	**20-08**	
Project Name:	**Scenic Rd. Sewer Main Rehabilitation Project**	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Construction Phase	
Project Description:	Replace approx. 10,561 linear feet of existing 6-inch clay pipe with 8-inch High-Density Polyethylene (HDPE), manhole rehabilitation.	
Department:	Collections	
Financial:	Cumulative Budget: $5,328,047	Cumulative Spent: $7,510,092
	FY Budget: $4,575,000	FY Spent: $6,751,695
Reclamation Share:	0%	
Other Entities:	Carmel-by-the-Sea, Monterey Co, Coastal Commission	
Permits Required:	CEQA & Coastal Development permits from City and County	
Challenges:	Traffic control and schedule constraints. Cultural Resources at southern end of project.	
Schedule:	Construction underway.	
Consultants:	MNS, Harris & Assoc., TBC Communications	
Contractor:	KJ Woods	

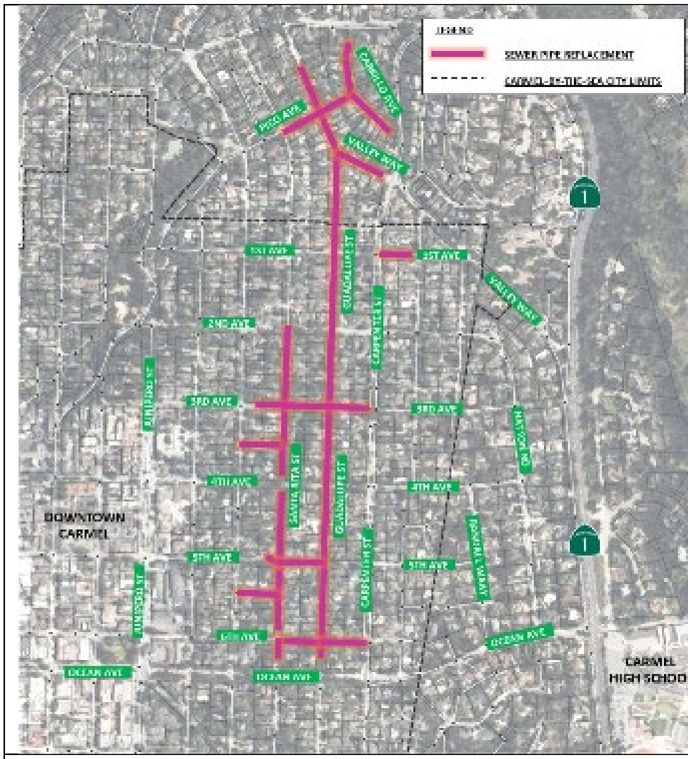


Image: Project Map

Project Number:	**23-01**	
Project Name:	**Santa Rita & Guadalupe Sewer Main Replacement Project**	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Construction Phase	
Project Description:	Approx. 5,800 ft of 6" vitrified clay pipe to be replaced with 8-inch High-Density Polyethylene (HDPE), manhole rehabilitation.	
Department:	Collections	
Financial:	Cumulative Budget: $4,832,641	Cumulative Spent: $4,602,663
	FY Budget: $455,000	FY Spent: $4,300,993
Reclamation Share:	0%	
Other Entities:	Carmel-by-the-Sea, Monterey Co.	
Permits Required:	Encroachment permits	
Challenges:	Traffic Controls	
Schedule:	Microsurfacing underway	
Consultants:	MNS, Harris & Assoc., TBC Communications	
Contractor:	Pacific Trenchless	

Image: Carmel Woods and Pescadero Rd Map		
Project Number:	**21-05**	
Project Name:	**Carmel Woods and Pescadero Sewer Improvements**	
Project Location:	Collection System	
Project Manager:	Bandy	
Status:	In Design / CEQA	
Project Description:	Install new pipe in road to divert majority of flow from pipe on slope.	
Department:	Collections	
Financial:	Cumulative Budget: $612,508	Cumulative Spent: $831,885
	FY Budget: $200,000	FY Spent: $409,106
Reclamation Share:	0%	
Other Entities:	N/A	
Permits Required:	Encroachment permits	
Challenges:	Narrow road, depth of manholes, environmentally sensitive area	
Schedule:	CEQA, design completion est. Q3 2026, construction starts est. Q4 2026.	
Consultants:	MNS, Denise Duffy, TBC Communications & Media	
Contractor:	TBD	

Photo: Pump Station Exterior		
Project Number:	**20-07**	
Project Name:	**Bay/Scenic Pump Station Rehabilitation**	
Project Location:	Collection System	
Project Manager:	Henson	
Status:	Initiating consultant selection	
Project Description:	Eliminate flooding risk by relocating electrical panels above grade.	
Department:	Collections	
Financial:	Cumulative Budget: $314,065	Cumulative Spent: $196,021
	FY Budget: $150,000	FY Spent: $31,957
Reclamation Share:	0%	
Other Entities:	Carmel-by-the-Sea, Coastal Commission	
Permits Required:	Level of effort for CEQA and CDP dependent on panel location requirements	
Challenges:	Traffic Control, Panel Location away from bluff	
Schedule:	Design planned to restart Q1 2027, construction in late 2027 / early 2028	
Consultants:	TBD	
Contractor:	Pending	

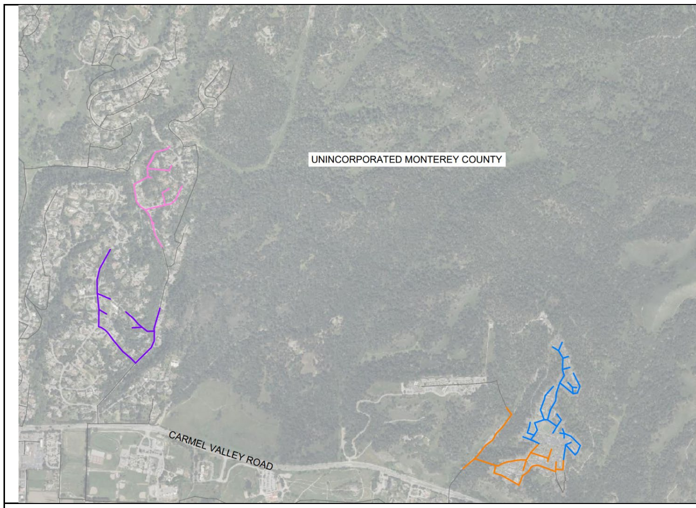


Image: Monterey County Sewer Segments

Project Number:	**TBD**	
Project Name:	**County Area Sewer Project**	
Project Location:	Collection System	
Project Manager:	Henson	
Status:	Study phase	
Project Description:	Sewer main rehabilitation in County	
Department:	Collections	
Financial:	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Reclamation Share:	0%	
Other Entities:	Monterey County	
Permits Required:	Encroachment permits	
Challenges:	Traffic Control	
Schedule:	Design planned to start Q2 2027, construction in late 2028/early 2029	
Consultants:	TBD	
Contractor:	TBD	

Collections Non-Capital Project Summaries

Photo: Pipe Repairs

Project Number:	**24-01**	
Project Name:	**2025 Sewer Pipe Repairs**	
Project Location:	Collection System	
Project Manager:	Lauer	
Status:	In Progress	
Project Description:	Miscellaneous repairs of existing pipes in the collection system	
Department:	Collections	
Financial:	Cumulative Budget: $610,000	Cumulative Spent: N/A
	FY Budget: $200,000	FY Spent: $0.00
Other Entities:	N/A	
Permits Required:	City and County Encroachment Permits	
Challenges:	Varied site conditions from location to location, as well as various types of deficiencies to repair throughout the collections system.	
Schedule:	Ongoing	
Contractor:	TBD	

Photo: Inside of Sewer Manhole

Project Number:	**24-02**	
Project Name:	**2025 Manhole Coating**	
Project Location:	Collection System	
Project Manager:	Lauer	
Status:	On Hold	
Project Description:	Coating manholes to extend life span	
Department:	Collections	
Financial:	Cumulative Budget: $660,000	Cumulative Spent: N/A
	FY Budget: $200,000	FY Spent: 0
Other Entities:	N/A	
Permits Required:		
Challenges:		
Schedule:		
Contractor:	TBD	

Assessment Districts/Annexations

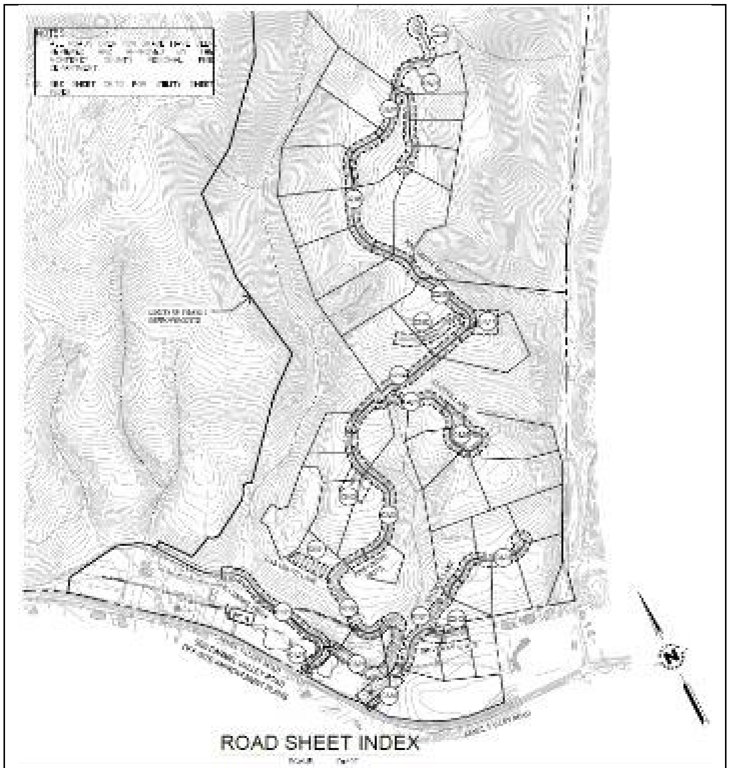


Image: Map of September Ranch Subdivision

Project Number:	**18-29**	
Project Name:	**September Ranch Subdivision**	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	In Construction	
Project Description:	New housing subdivision is being built. Sewer infrastructure is being constructed by developer under jurisdiction of CAWD. Approximately 35 undeveloped lots.	
Department:	Collections	
Financial: this is an unbudgeted item- under repayment agreement	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Other Entities:	N/A	
Permits Required:	Developer Obtained Permits	
Challenges:	Construction by developer.	
Schedule:	Construction underway	
Consultants:	MNS Engineers, Inc.	
Contractor:	Don Chapin	

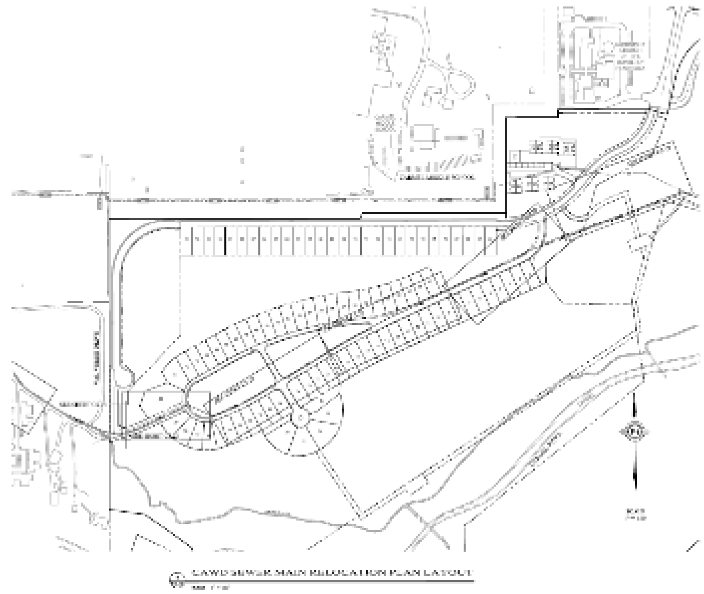


Image: Location of Rancho Cañada Village Subdivision

Project Number:	**23-03**	
Project Name:	**Rancho Cañada Village Subdivision**	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Sewer Agreement	
Project Description:	New housing subdivision is being built. Sewer infrastructure is being constructed by developer under jurisdiction of CAWD.	
Department:	Collections	
Financial: this is an unbudgeted item- under repayment agreement	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Other Entities:	N/A	
Permits Required:	Developer Obtained Permits.	
Challenges:	Construction by developer.	
Schedule:	Construction underway	
Consultants:	Unknown	
Contractor:	Unknown	

Other Non-Capital Project Summaries

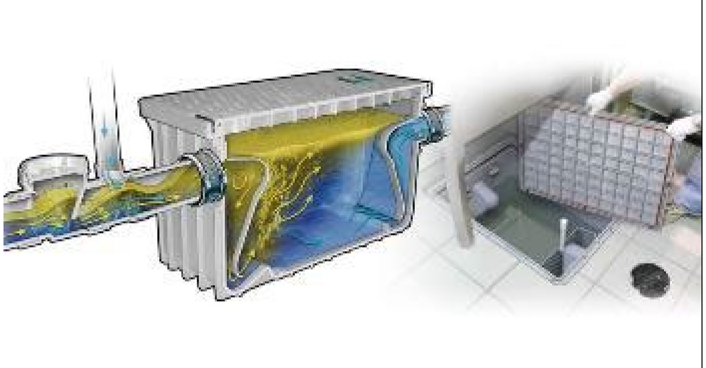


Image: Grease Trap Graphic

Project Number:	**N/A**	
Project Name:	**Source Control -Environmental Compliance -Six Sigma**	
Project Location:	Collection System	
Project Manager:	Henson	
Status:	Compliance Phase	
Project Description:	A Six Sigma project to improve source control for grease laden wastewater being discharged from restaurants. Grease problems are ongoing and require more oversight of restaurants' grease control activities.	
Department:	Engineering	
Financial:	Cumulative Budget: $0	Cumulative Spent: $2,000
	FY Budget: $0	FY Spent: $0
Permits Required:	None	
Challenges:	Restaurant plumbing.	
Schedule:	Compliance letters sent and restaurant coordination underway	
Consultants:	n/a	

Photo: California coastline

Project Number:	**22-01**	
Project Name:	**Long-Term Sea Level Rise Planning**	
Project Location:	Treatment Plant	
Project Manager:	Henson	
Status:	2025 Study Complete	
Project Description:	As conditions of Coastal Permit #3-82-199-A8 - the District submitted its Five-Year Hazards and Local Projects Update on 5-1-25.	
Department:	Administration	
Financial:	Cumulative Budget: $0	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Permits Required:	In response to California Coastal Commission	
Challenges:	Establishing focus on long term objectives and committing to follow through items as outlined.	
Schedule:	Scope and consultant engagement for adaptation-in-place study underway	
Consultants:	Greeley & Hansen	

Photo: Easement with downed tree

Project Number:	N/A	
Project Name:	**Easement Surveys and CEQA Analysis**	
Project Location:	Easements and Rights-of-Way	
Project Manager:	Bandy	
Status:	CEQA study underway	
Project Description:	Program-level CEQA analysis, easement and tree surveys for ongoing easement maintenance and tree removal	
Department:	Collections	
Financial:	Cumulative Budget: $200,000	Cumulative Spent: $0
	FY Budget: $0	FY Spent: $0
Permits Required:	As-needed for future tree removal	
Challenges:	Collections management of future easement maintenance and tree removal contractors	
Schedule:	CEQA analysis and high-priority easement surveys est. complete Q1 2027	
Consultants:	Rincon	

STAFF REPORT

To: Board of Directors

From: Chris Foley, Facilities Manager

Date: July 30th, 2026

Subject: Monthly Treatment Plant Report – June 2026

RECOMMENDATION

Receive Report- Informational only; no action required.

TREATMENT PLANT OVERVIEW

Operations

- Carmel Area Wastewater District's (CAWD's) internship program began this month with three interns from the Carmel Unified School District (CUSD). During the three-week program, the interns rotated through the Collections, Maintenance, Operations, and Engineering departments to gain a broad understanding of the wastewater industry and experience what it is like to work at a wastewater facility. All three interns enjoyed their time with the District, attended a board meeting, and provided positive feedback about their experience.

- With the plant receiving typical dry weather flow for this time of year staff isolated and drained primary clarifier 1.

- Staff started using Co-pilot and ChatGPT to assist in looking at adjustments to Aeration system. Staff uploaded pictures of control strategy along with trending data and looked at the suggestions. Setpoint suggestions were implemented and reduced the swinging of Dissolved Oxygen (DO) values.

- Staff attended the employees Non-Represented Board of Directors Listening Session, which provided management staff with the opportunity to engage directly with the Board, share perspectives, and offer recommendations for improving District operations. Staff appreciated the open dialogue and valued the opportunity to communicate directly with the Board. It is hoped that these listening sessions will be an annual forum for collaboration and communication between staff and the Board of Directors.

Maintenance

- Diesel fuel storage – Lab testing shows no signs of microbial growth or water contamination. Particulates are slightly above normal for the fueling station tanks so the testing lab recommends checking filters and continuing monitoring. All filters have been inspected or replaced for plant stand-by generators and vehicle fuel storage tanks.

- A Varec service technician was on site to perform the annual preventive maintenance on the waste gas flare and the two pressure/vacuum relief units located on top of Digester #2. District staff performs routine maintenance on this equipment on either a monthly or semiannual basis, while the annual preventive maintenance is performed by the manufacturer to ensure all equipment is operating properly. The waste gas flare is used to burn any excess digester gas that is not consumed by microturbines. The digester pressure/vacuum relief units are safety devices designed to protect the digester from excessive pressure or vacuum conditions. If the digester experiences excessive pressure, the pressure relief unit will vent gas to relieve the pressure. Conversely, if liquid is withdrawn from the digester too quickly, a vacuum condition could develop. Both devices help protect the digester tank from structural damage. The inspection and maintenance were completed successfully, and no deficiencies or operational concerns were identified during the annual check.

- Airtec Service was on site at both the treatment plant and the administration building to perform annual preventive maintenance on all heating, ventilation, and air conditioning (HVAC) systems and fan units. All units were found to be in good working order, except for the laboratory HVAC unit, which is scheduled for replacement in July 2026 (replacement process started 07-20-26).

- Staff replaced the sludge isolation valves in the dewatering building. These valves are used to isolate the sludge lines at both the suction and discharge sides of the sludge feed pump that conveys sludge to the screw/belt press. The valves were more than 25 years old and had reached the end of their useful service life. Replacing these valves required close coordination between operations and maintenance staff, and the work was completed without any issues.

- Staff noticed that Tertiary composite sampler was operating abnormally and was unable to consistently collect samples. Maintenance staff were notified, and a backup sampler was installed to ensure uninterrupted sampling and compliance monitoring for operations. The Tertiary sampler will be repaired by maintenance. Samplers are checked weekly, this was a result of pump wearing out (sampler pumps run continuously).

- Compressor technician for the microturbine system was onsite to look at the bearing alarm, which turned out to be temperature sensor reading incorrectly. The scaling was corrected and the reading is now correct, and the microturbine remains in service with no additional issues identified.

Projects

- Public Outreach event was attended by CAWD with a booth for the Pebble Beach Safety Day. The District was represented by Matt Green, Chief Plant Operator, and Christian Schmidt, Senior Operator. They were able to show samples of our reclaimed water and explain the important role we play in the community. As always, our merchandise was a big hit. They gave away almost 100 emojis at the event to all different age groups.

- The cell modem backup project is completed at the pumpstations. All pumpstations now have redundant communications for Supervisory Control and Data Acquisition. This includes Starlink and Cell modems or Comcast and Cell modems. It is critical to have communications at the pumpstations for alarming and control so staff do not have to physically be at the station to monitor. The system has an automatic failover if one of the internet service providers is down. This is related to power reliability because when the power is off for more than a few hours the cable internet provider boosters which run on battery backup goes offline.

- The Clicktime timekeeping implementation is still in progress. There are 3 components that include time entry, payroll reporting and task reporting. The time entry portion is complete and staff are entering tasks time in the new system.
  Staff are collaborating with the software vendor to develop a customized payroll report that accurately summarizes hours by department since hours are now broken out by task and a department summary is required for payroll.

- The computer science interns are working on a book scanner automation that will scan the handwritten operations logbook and then upload to SharePoint so the logbook with be digitized and searchable. The Waterboard has specific requirements for the logbook that have to be followed but the downside is it is not digital or easily searchable. This solution would meet both goals.

RECLAMATION OVERVIEW

Operations

- June 1st Forest Lake Reservoir storage decreased from a volume of 114.3 (MG) on June 1st to 101.4 (MG) on June 30, reflecting seasonal irrigation demand and reclaimed water use. Despite the decrease in storage during the month, the Forest Lake Reservoir at the end of June remained 21 MG higher than the same period last year.

- Staff completed Clean In Place (CIP) on Train B 3rd and 4th stage.

PERMIT UPDATES

WASTE DISCHARGE REQUIREMENTS (WDR) ORDER NO. R3-2014-0012 (OCEAN DISCHARGE)

- No Violations were reported
- The monthly National Pollutant Discharge Elimination System (NPDES) report was successfully submitted.

WASTE DISCHARGE REQUIREMENTS (WDR) ORDER NO. 93-72 (RECLAMATION)

- Quarterly Reclamation Reports have been updated and will be submitted for the 2nd quarter at the end of July. To date there have been no violations to report.

FUNDING

N/A – Informational item only no action required

STAFF REPORT

To: Board of Directors

From: Alex Henson, Associate Engineer

Date: July 30, 2026

Subject: Source Control Update

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

This report provides an update on the District's Source Control Program activities related to the management and control of Fats, Oils, and Grease (FOG) discharges. Staff continue to actively engage with local restaurant operators and the plumbing contractors retained by several establishments to ensure compliance with FOG control requirements and to support ongoing corrective actions where necessary.

Below are the restaurants that CAWD has been in contact with:

Restaurant	Contact	Site Visit	Plumber Engaged	Work Completed
2025 Coordination				
Hog's Breath	Yes	Yes	Yes	Yes
Highlands Inn	Yes	Yes	Yes	Partial
Grasings	Yes	Yes	Yes	Yes
2026 Coordination				
Casanova	Yes	Yes	Yes	No
Vesuvio	Yes	No	Unknown	No
L'Escargot	Yes	Yes	Unknown	No
Akaoni	Yes	Yes	Yes (PSTS)	No
Katy's Place	Yes	Yes	Yes (PSTS)	No
Village Corner Bistro	Yes	Yes	Unknown	No
Brophy's Tavern	Yes	Yes	Yes (Poe's)	No
Carmel's Bistro Giovanni	Yes	Yes	Yes (Poe's)	No
Cultura	Yes	Yes	Unknown	No
Café Carmel	Yes	Yes	Yes (Poe's)	No

FUNDING

N/A Information Only

Resolutions

STAFF REPORT

To: Board of Directors

From: Mohammed Serageldin, Ph.D.

Date: July 30, 2026

Subject: Purchase of a new Labworks Laboratory Information Management System (LIMS) System for the Lab

RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution authorizing the General Manager to purchase the Labworks Laboratory Information Management System ("Labworks LIMS") for the District laboratory in an amount not to exceed $135,000.00.

DISCUSSION

The District laboratory performs essential testing and reporting functions that support wastewater treatment operations, regulatory compliance, process control, quality assurance, and environmental stewardship. Laboratory data must be accurate, traceable, secure, and readily available for operational and regulatory use.

The District laboratory currently uses Sample Masters as its Laboratory Information Management System ("LIMS"). The existing system supports core laboratory functions; however, the version currently in use is outdated and no longer adequately meets the laboratory's operational, reporting, security, and Quality Assurance/Quality Control (QA/QC) needs.

Accordingly, the current process creates inefficiencies and limitations, including:

1- Manual sample login, tracking, and result entry;

2- Increased potential for transcription errors;

3- Limited audit trail and data traceability;

4- Time-consuming report preparation;

5- Limited integration with laboratory workflows, instruments, and quality assurance processes;

6- Challenges maintaining documentation for accreditation, compliance, and internal review.

Staff previously attempted to work with the Sample Master vendor to upgrade the existing system to Version 10. That effort was unsuccessful due to poor customer support, delayed communication, and lack of timely vendor responsiveness. As a result, staff were unable to complete the upgrade in a manner that provided confidence in the vendor's ability to support the District's operational needs.

Because the laboratory depends on accurate, reliable, and well-supported data systems for regulatory compliance, process control, quality assurance, and reporting, staff determined that continuing with the attempted Sample Master Version 10 upgrade would not be in the District's best interest. Staff therefore evaluated alternative LIMS options and identified Labworks as a preferred replacement system.

Selection Process

Staff reviewed proposals from two potential LIMS providers: Labworks, QBench and XLIMS. Staff recommend selecting Labworks over QBench and XLIMS because Labworks better aligns with the laboratory's operational needs, regulatory reporting requirements, quality assurance processes, and long-term implementation goals, can be implemented with minimum contribution from lab staff, more flexible and additional methods can be easily incorporated into the LIMS and easier/automated regulatory reporting process. Another reason QBench was not selected by staff is because they would not provide references from existing similar laboratories that CAWD could contact to verify performance of the system.

Labworks provides a robust and configurable platform suitable for public agency laboratory operations, while also offering the functionality needed to support sample tracking, data management, automated reporting, audit trails, and laboratory quality control.

The anticipated benefits of selecting Labworks include:

1. Improved sample tracking and laboratory workflow management;
2. Better data integrity, traceability, and audit trails;
3. More efficient reporting for operational and regulatory purposes;
4. Stronger quality assurance and quality control documentation;
5. Reduced reliance on outdated software and manual workarounds;
6. Improved system configurability to support District-specific laboratory processes;
7. A more viable long-term replacement for the existing Sample Master platform.

Based on the evaluation, staff concluded that Labworks provides the best overall fit for the District laboratory.

FUNDING

The FY2026-27 Lab O & M Budget includes $135,000 for the purchase of a new LIMS system.

Attachments:

- Quotes from Labworks, QBench and XLIMS

LABWORKS

Labworks LLC
Office: 3301 N Thanksgiving Way, Suite 125, Lehi UT 84043
Email: lance@labworks.com

Quote for: Carmel Area Wastewater District
Prepared by: Lance Brady
Quote #07102026
Quote Date: 7/10/2026
Expiration Date: 8/24/2026

Subscription - Hosted

Software

#	Description	Qty	Unit of Measure	Unit Cost	Extended	Discount	Net Price
1	LABWORKS LIMS ENTERPRISE SUITE	1	SYSTEM	$ 15,000.00	$ 15,000.00	10%	$ 13,500.00
2	LABWORKS LIMS "FULL USER" NAMED USER LICENSE	4	**NAMED USER**	$ 2,596.00	$ 10,384.00	10%	$ 9,345.60
3	LABWORKS LIMS "READ-ONLY" NAMED USER LICENSE	12	**NAMED USER**	$ 753.00	$ 9,036.00	10%	$ 8,132.40
4	INSTRUMENT INTEGRATION	6	INSTRUMENT	$ 1,465.00	$ 8,790.00	10%	$ 7,911.00
5	INVENTORY MANAGEMENT	1	SYSTEM	$ 6,281.00	$ 6,281.00	10%	$ 5,652.90
6	MOBILE CONNECT	1	SYSTEM	$ 6,281.00	$ 6,281.00	10%	$ 5,652.90
7				**Annual Software Subscription[1]:**			**$ 50,194.80**

Implementation Services

#	Description	Qty	Unit of Measure	Unit Cost	Extended	Discount	Net Price
8	SYSTEM INSTALLATION, CONFIGURATION, REPORTING, TRAINING	30	DAYS	$ 2,500.00	$ 75,000.00	0%	$ 75,000.00
9	CWIQS CONFIGURATION	3	DAYS	$ 2,500.00	$ 7,500.00	0%	$ 7,500.00
9				**Total Implementation Services:[2]**			**$ 82,500.00**
10				**Total Software & Services**			**$ 132,694.80**

Notes:
1- "Annual Software Subscription": Is paid annually and includes support, maintenance, and all hosting costs (hardware, software, networking, security, backup, disaster recovery, etc.)
2- "Total Implementation Services": A one time cost for installation, configuration, reporting, training, etc.

Note: Line 10 is a combination of lines 7 and 9. Line 10 is a one-time cost. Line 9 for software includes all **software, hosting, security, backup, support, and maintenance.** This is a subscription, so the licenses will be renewed each year and line 7 is the yearly subscription cost.

Explanation of Quote:

1. **Software Scope:**
   a. Line 1 “Labworks LIMS Base Software Suite” for each option above includes all the core functionality and tools to set up and run the LABWORKS LIMS solution including but not limited to:
   - Sample Management
   - Analysis Management
   - Batch Management
   - Project Management
   - Workflow Architect
     a. Sample management workflow
     b. Analysis workflows
     c. Specification violation workflow
     d. Validation workflow
     e. Reporting workflows
   - Label Designer and bar-code scanning
   - Report Designer
   - Statistical Quality Control Charting
   - Audit Trail and eSignature
   - QA/QC Batching + eWorksheets (Automated Benchsheets)
   - Certificate of Analysis
   - Instrument management
   - Personnel management
   - Corrective/Preventative management
   - Configuration of customer facing Exchange Portal
     a. Catalogs
     b. Organizations
     c. Forms
   - Multiple Ad hoc data analytic tools
     a. Data Viewer
     b. Data Explorer
     c. Work Queue Manager
     d. Graphical Trend Viewer

In general, all LABWORKS modules/functionality is included in the Base Software Suite except:

- Instrument Integration -quoted above
- Inventory Management
- ERP Connector
- Mobile Field Application-
- External Customer Portal-
- Software Developers Kit-quoted above

2. "Software subscription "model" is an annual fee. It includes:
   a. 24x7 unlimited access to the support desk
      i. <2 hour response for "Critical" items
      ii. <8 hour response for non-critical items
   b. Assigned Technical Account Manager (TAM)
   c. Access to all new versions of software purchased (days of service to install not included)
   d. Hosting services
      i. Database, Application, and Web servers (Hypervisors)
      ii. Database and OS Software
      iii. Network and bandwidth and all system security
      iv. Back up (Hourly and daily)
      v. Disaster recovery
      vi. Software Maintenance (Database, OS, LABWORKS)

3. "Implementation, Installation, Configuration, and Training" includes everything needed to implement the software and to configure it to your requirements. We allocated 33 days based on our experience working with similar customers. Also, the estimated days assume that you will assign at least one administrator, who, with training, will participate in the Implementation and Configuration items below. We recommend that the administrator be someone from the lab as opposed to an IT person.

   a. Implementation and Configuration include:
      i. Software installation
      ii. Setting user permissions and access controls
         1. Integration with Active Directory

        2. Single Sign-on via OAuth if desired
    iii. Creation of Sample Points or Products
    iv. Creation of Analysis/test codes
    v. Establish overall sample and analysis workflow
    vi. Sample Scheduling
    vii. Creation of sample login templates
    viii. Creation of results entry templates
        1. Creation of analysis result calculations
        2. Configuration of instrument interfaces limited to what is quoted above
    ix. Creation of specification violation workflows
    x. Creation of QC batch template
        1. Creation of 2-3 eWorksheets (Electronic Benchsheets). Labworks will train resources on how to create eWorksheets and work with them to create 2-3 eWorksheets, after which Labs Inc will create any additional eWorksheets with support from our support desk.
    xi. Creation of 2-3 moderate complexity reports. Labworks will train resources on how to create reports and work with them to create the initial 2-3 reports, after which Labs Inc will create any additional reports with support from our support desk.
    xii. Configuration of “Data Viewer” data view for ad hoc queries
    xiii. Implementation Inventory Management if purchased.
    xiv. Creation of Dashboards based on available “Tiles” from the Tile Library

b. Training includes:
    i. Administrator training
    ii. End user training by role, e.g.:
        1. Manager
        2. Super User
        3. Sample collection
        4. Sample receive/login
        5. Analyst
        6. Supervisor (Validation)
        7. Reporting

While the 33 days for implementation, configuration, training, are estimates, we feel confident that based on our understanding of your needs, the scope can be met within these timeframes. The only item that we feel could extend the timeline is the number of custom reports that you want to create. We need to have a discussion to determine how many different report formats are needed. **We estimate that the 33 days of services will span a total of approximately 60 to 90 calendar days.**

PROJECT PROPOSAL

A Strategic Roadmap for Laboratory Digital Transformation

PREPARED FOR:
Carmel Area
Wastewater District

PRESENTED BY:
Ben Woessner &
Joshua Nazaryan

Table of Contents

Overview

Change is hard. Implementing a new LIMS is not just a technology decision, it is a shift in the operational infrastructure of your laboratory. The right system does more than digitize existing processes, it enables better visibility, stronger compliance, and the ability to scale quality operations as the business grows. This is also why many LIMS initiatives fall short. They are treated as software installations rather than strategic operational investments.

This document is designed to address both sides of the decision. It explains why the change matters and what the future state enables, while also showing exactly how the transition will happen.

Before the contract is signed and before the kickoff call is scheduled, we want you to understand the value of the change and the path to achieving it clearly, honestly, and with confidence.

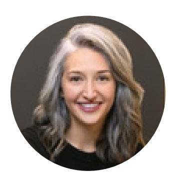
This proposal is not only about implementing software, it is about building the operational infrastructure your laboratory will rely on for years to come.

YOUR QBENCH TEAM

Ben Woessner
Account Executive

Logan Cline
Scientific Sales Consultant

Joshua Nazaryan
Sales Consultant



Debra Senra
Chief Revenue Officer

Executive Summary

Carmel Area Wastewater District is moving off Sample Masters v9 to a configurable, cloud-hosted LIMS that fits the realities of a California special district operating under ELAP. Today, the lab is held together by paper Chain of Custody forms, manual meter transcription, Excel-based calculations for tests like coliforms and oil and grease, and time-consuming state reporting across CWIC, the PET tool, WDR, DMR, and CalRecycle. QBench replaces that with a single platform where samples enter through a digital request portal with barcoded Chain of Custody, instrument files from pH, BOD, TSS/VSS, IC, and turbidity meters flow into electronic worksheets through file-based parsing, calculations and QC are embedded in-system with automated control charting, and worksheet exports drop directly into each state template in the format it expects. Phase 1 delivers four core method workflows (TSS/VSS, Cations, Turbidity, pH), reporting and label templates, the customer request portal, an integrated QMS, and the Managed File-Copy Driver — built over five months with QBench leading configuration and CAWD providing operational expertise at 8-10 hours per week. Phase 2 expands the platform to the rest of the lab's testing portfolio and consolidates SCADA data alongside lab results through QBench Web Data Sets for unified Power BI dashboards. The Phase 1 investment is $16,800 in one-time professional services and training plus a $30,054 annual subscription that includes the platform, support, and the Managed File-Copy Driver, with available EOM and case study discounts that bring net professional services to $11,800.

Target Go-Live

Within 5 months of project kickoff, with four core test methods (TSS/VSS, Cations, Turbidity, pH), reporting templates, and digital Chain of Custody live in QBench.

Operational Transformation

QBench was built inside a laboratory environment, which means our platform was designed around the realities of day-to-day lab operations. We understand the operational and compliance challenges laboratories face and have built a system specifically to address them. The table below illustrates where Carmel Area Wastewater District operates today and the operational capabilities enabled by QBench.

Current-State	Future-State
Paper Chain of Custody and a Disconnected Pre-Login System Today, operators submit samples on paper Chain of Custody forms that are then transcribed into a separate pre-login system before reaching the lab. Sample status is not visible to operators in the field, so they call the lab for updates, and naming inconsistencies across forms drive rekeying at intake. This manual handoff slows throughput, introduces transcription errors at the very front of the sample lifecycle, and gives managers no real-time view of where samples sit in the workflow.	**A Digital Intake Process with Field-Facing Request Portal** In the future state, operators submit samples through QBench's request portal with required fields, barcode label printing, and a digital Chain of Custody generated at intake. Operators track order status without being named users, eliminating phone calls to the lab. The portal captures intake data in a controlled, consistent format and creates a clean digital chain of custody from the moment a sample is collected, giving managers real-time visibility into sample status across the entire lab.
Manual Data Entry from Meters and Instruments Today, results from pH, BOD, IC, TSS/VSS, and turbidity meters are read off the instrument and hand-keyed into the LIMS, even though several of these instruments are capable of digital connection. Each transcription is an opportunity for error, and analysts spend meaningful time on data entry that adds no analytical value.	**Automated File-Based Capture from Instruments** In the future state, instrument output files drop into QBench through file-based parsing, populating electronic worksheets with calculated results, QC checks, and embedded specifications. The Managed File-Copy Driver further automates retrieval so analysts no longer touch the file at all. Transcription errors are eliminated at the source, analysts shift their time from data entry to data review, and every result lands in a controlled record with a full audit trail.

Current-State	Future-State
An Inflexible Legacy LIMS with Declining Vendor Support Today, the lab runs on Sample Masters v9, an older system that is difficult to modify in response to new permit requirements, new methods, or changing reporting formats. Technical support quality has declined, so even routine changes are slow and uncertain. With California regulatory requirements continuing to evolve, the lab needs a system that can absorb change without depending on vendor work tickets, which the current platform cannot reliably provide.	**A Configurable, Cloud-Hosted Platform Your Team Controls** In the future state, QBench delivers a cloud-hosted, no-code platform where the CAWD team configures fields, test panels, calculations, and reports without custom development. Monthly product updates are deployed automatically with no version upgrade project required. The lab gains a system that adapts to permit changes and new methods on its own timeline, backed by responsive QBench support and a product that continues to improve.
Excel-Driven Calculations and Disconnected QC Records Today, tests like coliforms and oil and grease rely on Excel-based calculations performed outside the LIMS, with QC results, control charting, and instrument maintenance documented across separate spreadsheets and paper records. This disconnected approach makes it difficult to demonstrate ELAP traceability, complicates QC trend monitoring, and forces analysts to reconstruct context from multiple sources during audits.	**Embedded Calculations, Automated QC, and an Integrated QMS** In the future state, calculations are embedded in QBench worksheets with automated QC checks, batch-level controls, and automated control charting tied to each method. QBench's integrated QMS captures instrument maintenance, calibration records, and OOS investigations natively. The lab gains an audit-ready, end-to-end QC record that supports ELAP accreditation, with traceability from sample receipt through final result in a single controlled system.
Manual State Reporting Across Disconnected Tools Today, regulatory reporting for CWICS, the PET tool, WDR, DMR, and CalRecycle biosolids tracking requires manual data manipulation, with naming convention mismatches between the LIMS and the state tools driving substantial rework. External contract lab results add another reconciliation step before reports can be produced. The process is time-consuming, error-prone, and difficult to scale as permit requirements change.	**Worksheet Exports That Plug Directly Into State Templates** In the future state, QBench worksheet exports feed CSV uploads for the CWIC site and PET tool, Excel sheets for WDR, and PDFs and load data for CalRecycle. Naming conventions and unit conversions are standardized in QBench so results land in the right format for each state template. Contract lab results imported via CSV or Excel are reconciled to QBench naming and rolled into the same reporting flow, eliminating manual rework and supporting compliance with NPDES, WDR, and ELAP requirements.

Carmel Area Wastewater District's Future State

A Lab Built for ELAP Compliance, California Reporting, and Day-to-Day Operational Visibility

- Paper Chain of Custody, manual meter entry, Excel calculations, and disconnected state reporting tools are replaced with a single configurable platform purpose-built for the way the lab actually operates.
- Samples enter through a digital request portal with a barcoded Chain of Custody, eliminating paper forms and pre-login transcription.
- Instrument data from pH, BOD, TSS/VSS, IC, and turbidity flows into electronic worksheets through file-based parsing, with embedded calculations and automated QC.
- Worksheet exports drop into the CWIC site, PET tool, WDR Excel templates, and CalRecycle biosolids loads in the format each one expects.
- ELAP traceability, control charting, OOS, and instrument maintenance are captured natively in QBench's integrated QMS for audit-ready records.
- Operators and managers see real-time sample status through dashboards and the request portal, ending phone calls to the lab and surfacing QC trends as they emerge.

The Outcome

With QBench in place, Carmel Area Wastewater District moves from a workflow held together by paper, Excel, and manual state-tool data entry to a controlled, configurable laboratory environment. The benefits are tangible:

ELAP-aligned QC, control charting, and audit trails captured in-system
Reduced transcription error from instrument capture and embedded calculations
Faster, more reliable California regulatory reporting through standardized worksheet exports
Real-time operational visibility for the lab and the operators it supports
A configurable platform the team can adapt to permit changes without vendor work tickets
A QMS that consolidates instrument maintenance, calibration, and OOS records

Where today the lab is constrained by an inflexible legacy LIMS and disconnected spreadsheet workflows, tomorrow it operates through a single, audit-ready laboratory platform purpose-built for a California special district.

Our Implementation Framework

Most LIMS vendors force laboratories to choose between deep customization and reasonable cost. QBench is built to deliver both. Our three phase framework, “For You. With You. Guide You”, enables highly tailored workflows while keeping implementation practical and affordable, and it ensures that as your lab grows your team can continue to adapt the system without vendor lock in.

	PHASE 01 **For You** Months 1-5	PHASE 02 **With You** Months 6-9	PHASE 03 **Guide You** Ongoing
QBENCH Our role	**We Build Your System** We configure the platform, build the four Phase 1 methods (TSS/VSS, Cations, Turbidity, pH), and deliver an ELAP-aligned environment ready for the lab to go live.	**You Team Takes The Wheel** We help deliver expanded test methods, SCADA integration via Web Data Sets, and stay available as your team configures additional workflows using QBench's no-code tools.	**Your Strategic LIMS Partner** Your team is fully in control as your lab grows. QBench evolves with you, remaining a long-term partner for strategy, new capabilities, and continued improvement.
CAWD **Your role**	**You Participate** 8–10 hrs/week. SME input on workflows, review and approval of builds, UAT sign-off, and end-user training.	**You Take the Wheel** Your team configures additional methods using no-code tools, with QBench available via 5 structured consultation calls.	**You Own the System** Self-sufficient and scaling. QBench by your side as CAWD adapts to evolving California permit and reporting requirements.
	QBench 85% *QBench-led*	15% 85% *Shared ownership*	CAWD 95% *Client-owned*

Phase 01: For You | Months 1-5

We do the heavy lifting so you can stay focused on the science

We build the foundation of your system and develop the initial workflows that will make the biggest operational impact. As we build, we also teach your team how to use the system and teach you how to configure and expand it. By the end of Phase 1, you have a LIMS your team is ready to adopt and the knowledge to begin taking the driver's seat as the system grows.

A successful LIMS implementation is a collaborative process. QBench leads the system design, configuration, and workflow development, translating your laboratory processes into a structured digital platform.

Your team provides the operational expertise. A small group of subject matter experts works with us to define workflows, review builds, and ensure the system reflects how your lab actually operates. Through structured working sessions, we design, build, and refine the system together. By the end, you have a fully operational LIMS and a team prepared to continue evolving it as your laboratory grows.

	Roles	Role Description	Responsibilities	Time Commitment
QBench	Technical Account Manager	Primary implementation lead from QBench responsible for ensuring the platform is configured to match Carmel Area Wastewater District's laboratory processes and systems while preparing the team for future implementation phases.	Serve as the primary point of contact for CAWD Understand laboratory workflows and California regulatory requirements Guide implementation strategy Coordinate with internal QBench resources Ensure system configuration aligns with lab operations and ELAP traceability Prepare the team to confidently use the system by the end of Phase 1	10-12 hours per week
QBench	Technical Worksheet Developer	QBench technical specialist responsible for building and configuring worksheets within the platform to match CAWD's testing workflows and analytical methods (TSS/VSS, Cations, Turbidity, pH).	Develop and configure worksheets based on lab requirements Implement instrument workflows and test methods Collaborate with the Technical Account Manager to ensure configurations meet business needs Support technical build-out of the system to ensure it functions correctly for end users	
CAWD	Implementation Project Manager	Primary implementation contact from Carmel Area Wastewater District responsible for ensuring the project stays on track and that QBench receives the information needed to configure the system.	Coordinate with the QBench Technical Account Manager Participate in implementation meetings Provide details about laboratory workflows and requirements Supply necessary documentation and information Review, validate, and approve system configurations and deliverables	8-10 hours per week
CAWD	End-Users	Laboratory personnel who will ultimately use the QBench system for daily testing and data management activities.	Provide feedback on lab processes (as needed) Assist with validation of configured workflows (As needed) Participate in QBench training Participate in system testing and training Adopt and use the system during and after go-live	Variable during implementation

Phase 1 Implementation Timeline

Phase 1 of the implementation is estimated to take approximately 5 months and is designed to configure the QBench environment to reflect Carmel Area Wastewater District's day-to-day operations while supporting ELAP accreditation and California regulatory reporting requirements (CWIC, PET, WDR, DMR, CalRecycle).

Discovery & Process Alignment (Month 1)

The initial phase focuses on understanding how CAWD operates today and how the lab needs to operate in QBench. The implementation team works with CAWD stakeholders to document sample intake workflows, the four Phase 1 method procedures (TSS/VSS, Cations, Turbidity, pH), California reporting requirements (CWIC, PET, WDR, DMR, CalRecycle), Chain of Custody handling, and the request portal experience for operators. Discovery ensures the configured system reflects how the lab actually works rather than forcing the team to change established procedures.

Method Configuration & Workflow Development (Months 2-4)

QBench configures the four Phase 1 methods (TSS/VSS, Cations, Turbidity, pH) including file-based instrument parsing for the relevant meters, electronic worksheets with embedded calculations, QC specifications, and control charting. As workflows are completed, they are shared with CAWD for review and approval.

Reporting & Final Configuration (Month 4)

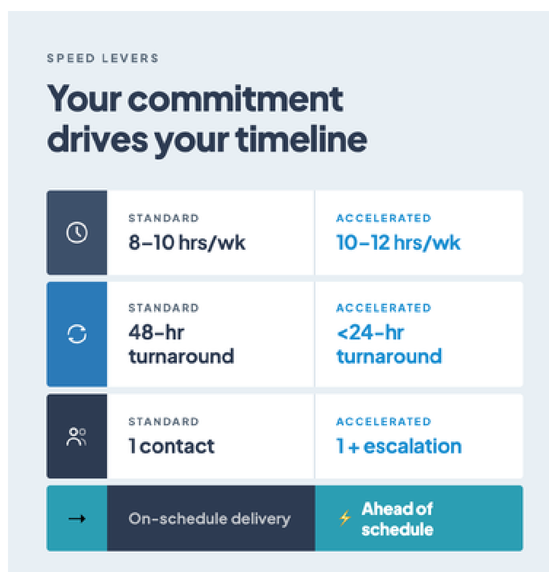
QBench configures the Order Report, Sample Report, Barcode Label, and Chain of Custody templates, along with worksheet exports formatted for CWIC, PET, WDR, DMR, and CalRecycle. The customer request portal, QMS module, and Managed File-Copy Driver are finalized and reviewed with CAWD.

User Acceptance Training & Go-Live Preparation (Month 5)

End users are trained directly within CAWD's configured QBench environment. Licensed users are encouraged to participate in QBench training throughout the implementation so that by UAT, the team is already comfortable with the platform and can focus on validating their configured workflows ahead of go-live.

Implementation Timeline Assumptions

The 5-month timeline assumes standard project collaboration, including typical turnaround times for customer feedback and approvals, a dedicated CAWD point of contact to coordinate the implementation, and an anticipated time commitment of approximately 8-10 hours per week from the CAWD team. The timeline reflects CAWD's goal of having QBench live ahead of the next state reporting cycle, with direct access to key decision-makers for workflow, reporting template, and Chain of Custody approvals.



What QBench Will Build For You by the End of Phase 01

Core Environment and Operational Foundation

Phase 1 establishes the operational foundation of the QBench environment for Carmel Area Wastewater District, supporting day-to-day lab operations and California regulatory reporting under ELAP. The four Phase 1 methods (TSS/VSS, Cations, Turbidity, pH) cover the lab's core wastewater testing throughput, making them the right starting point for the CAWD environment. This phase includes core system configuration, the four method workflows, reporting and label templates, the request portal, and the digital Chain of Custody needed to receive, test, and release samples.

The four method workflows are built as end-to-end configurations covering file-based instrument parsing, electronic worksheets with embedded calculations, QC specifications, automated control charting, and reporting. The CAWD team gains the configuration patterns needed to extend the system to additional methods in Phase 2 using QBench's no-code tools.

Workflows

Each method is built end-to-end with sample logging, electronic worksheets, embedded calculations, QC specifications, control charting, and full audit trail configuration.

1 **Workflow 1: TSS/VSS**
Assets: Test worksheet, batch worksheet, controls, specifications
$3,000

2 **Workflow 2: Micro**
Assets: Test worksheet, batch worksheet, controls, specifications
$3,000

3 **Workflow 3: Turbidity**
Assets: Test worksheet, batch worksheet, controls, specifications
$3,000

4 **Workflow 4: pH**
Assets: Test worksheet, batch worksheet, controls, specifications
$3,000

Reporting & Templates

- Order Report Template ($1,600): internal multi-sample order summary.
- Sample Report Template ($1,400): sample-level report for state submissions.
- Barcode Label Template ($200): lab-generated labels at intake.
- Chain of Custody Template ($1,600): digital CoC for sample handling.

Integrations and Customer Portal

File-Based Parsing

CSV or tab-delimited exports from instruments (pH, BOD, TSS/VSS, IC, turbidity) flow into electronic worksheets. No code required.

Customer Portal

Field-facing request portal for CAWD operators to submit samples, generate digital Chain of Custody, print barcode labels, and track sample status in real time without consuming a named user license.

Managed File-Copy Driver

Automated file retrieval — the driver watches designated folders for new files from CAWD's pH, BOD, IC, TSS/VSS, and turbidity meters and routes them into the right sample or batch in QBench. Parsing into worksheets is handled natively by QBench's no-code file parsers. Major quality-of-life upgrade for labs that don't want to manually upload files for each test or batch. Annual subscription — see Investment Overview.

Dashboards and Real-Time Visibility

Dashboards and self-service access for CAWD operators, supervisors, and managers to view sample status, due dates, and QC trends. Integrated QMS for OOS, instrument maintenance, calibration, and ELAP audit trails in-system.

Phase 02: With You | Months 6-9

Your team takes ownership and we are right alongside you every step

By the time Phase 2 begins, the four Phase 1 methods are live and the CAWD team is actively using QBench for daily operations and state reporting. The focus now shifts to expanding the platform to cover the rest of the lab's testing portfolio and consolidating SCADA data alongside lab results. Your team takes a more active role in configuration, with QBench providing structured guidance and on-demand support.

What Will Be Complete by the End of Phase 02

Streamlining Data - SCADA, Power BI, and More

QBench Web Data Sets connect SCADA outputs alongside lab results, giving Power BI dashboards a single, unified data source for treatment plant and laboratory operations.

Additional Test Methods

CAWD's team configures the remaining methods (coliforms, oil and grease, BOD, ammonia, additional wastewater parameters) using the Phase 1 foundation and QBench's no-code tools.

Direct Instrument Integrations

Expand beyond file-based parsing to direct integrations for capable instruments (pH meters and others), further reducing analyst touch time and tightening the audit trail.

EXPERT SUPPORT, RIGHT-SIZED FOR YOUR TEAM

Strategic Guidance On Demand

For Phase 2, we recommend 5 structured consultation calls with our implementation team. This model provides your team with on-demand access to the technical expertise needed to successfully build out the system, while keeping ownership and execution in-house. You get the strategic guidance and technical validation of a professional services engagement at a fraction of the investment, making it ideal for teams that have the capability to execute but want expert input to ensure a smooth, efficient rollout.

Phase 03: Guide You | Ongoing

Self-sufficient and scaling. We are here whenever you need us.

Phase 3 is where most LIMS relationships end. For QBench customers, it is where the real partnership begins. Your team is operationally self-sufficient, but the world changes, your lab grows, regulations evolve, and new capabilities become available. We remain by your side.

Your Ongoing Benefits

Designated Customer Success Manager

A named contact who knows your lab, your configuration, and your goals. Available for strategic advice, best practices, and fast answers.

Product Updates and New Features

As QBench evolves, so does your system. New capabilities are available automatically with no additional cost and no reinstallation.

Standard Support SLA

Monday-Friday, 5 AM-5 PM PST. 24-minute average response time. 74% of tickets fully resolved within 1-7 days.

Webinars and Professional Development

Regular sessions covering best practices, new features, and advanced configuration. Your team stays current.

Investment Overview

This section outlines the investment required to implement and operate the platform. The pricing includes the annual subscription for ongoing platform access, training, and the professional services required to configure, implement, and launch QBench with the Carmel Area Wastewater District team. CAWD's quotation is structured around a 12-month initial term.

Subscription Pricing

Named Users, Advanced Package (5 users)	$25,500
Managed Instrument Interface: File-Copy Driver	$2,277
Standard Support (M-F, 5AM-5PM PST)	Included
Annual Subscription Total	**$27,777**

Professional Services

Training	$5,000
Phase 1 - Implementation Services (T&M)	$16,800
Phase 2 - Consultations	$1,000
One-Time Fee	**$22,800**

Multi-Year Discounts

2-Year (Paid Annually)	**10% off**	$24,999/year
2-Year (Paid Upfront)	**15% off**	$23,610/year
3 -Year (Paid Upfront)	**20% off**	$22,222/year

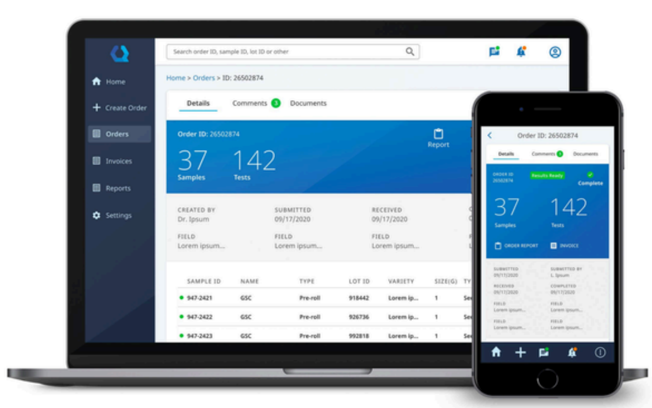
Services Discounts*	**-$5,000**

**$2,500 EOM signing discount applies when the order is signed by June 30, 2026. Additional $2,500 case study discount applies with case study participation. Net professional services with both discounts: $17,800.*

Next Steps

The following steps take you from proposal to project kickoff. Your QBench account executive will drive this process and ensure nothing falls through the cracks.

Item	Team	Due Date
Review proposal with internal stakeholders	CAWD Stakeholders	By May 29th, 2026
Make decision on whether to move forward with QBench	CAWD Stakeholders	By May 29th, 2026
T&C/MSA Redlining and Vendor Setup / Security Review www.qbench.com/terms · trust.qbench.com	Together	By June 10th, 2026
CAWD Board Review	CAWD Stakeholders	June 24th, 2026
Contract Signed	Together	By June 30th, 2026
Kickoff Call	Together	By July 13th, 2026



ETHOSOFT

QUOTE

Ethosoft, Inc.

6050 Peachtree Parkway, Suite 240, #249
Norcross, Georgia 30092
Ph: (800) 870-7014 Fax: (678) 528-7754
sales@ethosoft.com

Quote NO. 062926-01
DATE June 29th, 2026
CUSTOMER ID CAR
EXPIRATION DATE **September, 29th, 2026**

TO Attn: Dr. Mohammed Serageldin
Laboratory Manager
Carmel Area Wastewater District
(831) 257-0429

ETHOSOFT CONTACT	JOB	PAYMENT TERMS	DUE DATE
Aisha Hussain	Sales and Marketing	Assigned at Time of Contract Acceptance	N/A

Initial Project Cost

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Custom MobileXChange Form	$ 5,000.00	$ 5,000.00
1	Initial 3-Day On-Site Requirement's Analysis*	$ 5,600.00	$ 5,600.00
1	4-Day On-Site Installation and Training* -- Includes End-User and Administrator Training	$ 6,400.00	$ 6,400.00
1	Historical Data Migration -- Migration of location and sample data from existing system to X-LIMS assuming data is in consistent format	$ 6,750.00	$ 6,750.00
1	Configuration of CIWQS Report	$ 6,500.00	$ 6,500.00
1	Configuration of DMR Report	$ 6,500.00	$ 6,500.00
1	Ad-Hoc Report Writer with 2.5 Days On-Site Report Writer Training*	$ 11,000.00	$ 11,000.00
1	Quarterly Rec Report	$ 2,000.00	$ 2,000.00
1	Integration- SCADA historian	$ 4,500.00	$ 4,500.00
2	Instruments Integration -- instruments with RS-232 serial ports requiring wedge software	$ 400.00	$ 800.00
		SUBTOTAL	$ 55,050.00
		SALES TAX	
		TOTAL	**$ 55,050.00**

* Travel expenses will be billed as incurred.

Please note that pricing is subject to change if requirements are outside of normal deployment.

Annual Cloud Cost

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	X-LIMS Concurrent User Cloud License	$ 1,975.00	$ 7,900.00
	License delivers all functionality included with X-LIMS such as:		
	• Audit Anywhere • Alerting • Custody Tracking • DocumentXChange • Inventory Tracking • Excelerator • Quality Control • Workflow Management • Scheduler • Instrument Management • Invoicing • Dynamic Dashboard		
7	X-LIMS Read Only User Cloud License	$ 680.00	$ 4,760.00
7	MobileXChange Named User Cloud License	$ 670.00	$ 4,690.00
2	Instrument File Integration Subscription to X-LIMS	$ 650.00	$ 1,300.00
4	Subcontractor Upload Subscription	$ 650.00	$ 2,600.00
1	X-LIMS - Laboratory Inf. Mgmt. System Yearly Cloud Bandwidth Fee (Including Support & Maintenance)	$ 5,340.00	$ 5,340.00
		SUBTOTAL	$ 26,590.00
		SALES TAX	
		TOTAL	**$ 26,590.00**

Optional Items - One Time Cost			
1	Zebra Label Printer	$ 900.00	$ 900.00
1	USB Laser Barcode Reader	$ 400.00	$ 400.00

Quotation prepared by: Aisha Hussain

This is a quotation on the goods named, subject to the conditions noted below:

Hardware and/or other software licensing is not included in this Quote.

RESOLUTION NO. 2026-54

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE A NEW LIMS (LABORATORY INFORMATION MANAGEMENT SYSTEM) FROM LABWORKS IN AN AMOUNT NOT TO EXCEED $135,000

-oOo-

WHEREAS, the laboratory needs improvements to sustain traceability and accreditation requirements, including: a new laboratory information management system (LIMS); and

WHEREAS, the existing LIMS software system is outdated and no longer adequately meets the laboratory's operational, reporting, security, and Quality Assurance/Quality Control (QA/QC) needs; and

WHEREAS, staff unsuccessfully attempted to upgrade the current version of LIMS, but due to poor customer support, delayed communication, and lack of timely vendor responsiveness; and

WHEREAS, because the laboratory relies on accurate, reliable, and well-supported data systems for regulatory compliance and daily operations; and

WHEREAS, staff evaluated alternative LIMS options, including Labworks, QBench and XLIMS to identify a replacement system that would better support the District laboratory's current and future needs; and

WHEREAS, after reviewing available options, staff determined that Labworks is preferred over QBench and XLIMS because Labworks is widely used in wastewater laboratories, required shorter period to be implemented and go live, better aligns with the District laboratory's operational workflows, regulatory reporting needs, quality assurance requirements, sample tracking needs, configurability, implementation goals, automated regulatory reporting and long-term support expectations; and

WHEREAS, replacing the existing LIMS with Labworks is expected to improve laboratory efficiency, data integrity, audit trails, reporting capabilities, quality assurance documentation, and overall system reliability; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The Board of Directors hereby finds that replacement of the existing Sample Master LIMS is necessary and appropriate to support the District laboratory's operational, regulatory, reporting, quality assurance, and data management needs, and furthers the mission of the District to treat wastewater in a cost-effective manner; and

3. The Board of Directors hereby authorizes the General Manager to purchase and implement Labworks as the District laboratory's replacement LIMS software in an amount not to exceed $135,000.

4. The General Manager, with the help of the Laboratory Manager, is authorized to negotiate, execute, and administer all agreements, purchase orders, licensing documents, implementation documents, support agreements, and related documents necessary to complete the purchase and implementation of Labworks, subject to review and approval as to form by District legal counsel where required.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Seigfried, President of the Board

ATTEST: ____________________
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Mohammed Serageldin, Ph.D.

Date: July 30th, 2026

Subject: Purchase of a new Metrohm Ion Chromatography System (Anion Unit) for the Lab

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to purchase a new **Metrohm IC system (anion unit)** for the District laboratory in an amount not to exceed $65,000 including tax and delivery fees.

DISCUSSION

The District's Environmental Laboratory Accreditation Program (ELAP)-accredited laboratory provides analytical testing to support wastewater treatment operations, regulatory compliance, and environmental monitoring.

The proposed Metrohm Anion IC Unit will enable the Laboratory to perform in-house analysis of regulated anions, including Chloride, Nitrate, Nitrite, Total Kjeldahl Nitrogen (TKN), Sulfate, Fluoride and Phosphates (ortho and Total). These analyses are required to support wastewater discharge permits and state and federal reporting requirements.

Performing these analyses in-house will provide several operational advantages, including:

- Faster turnaround times for regulatory reporting.
- Reduced dependence on outside laboratories.
- Significant reduction in outsourcing costs (50,000 – 60,000 $ annually)
- Greater control over analytical quality and instrument performance.
- Faster troubleshooting and resolution of analytical issues.
- Improved data integrity and defensibility during audits.
- Increased flexibility to respond to urgent compliance monitoring needs.

The purchase also leverages the District's existing Metrohm cation IC system and autosampler, reducing implementation costs and improving overall laboratory efficiency.

Selection Process

The Laboratory currently owns a Metrohm Cation Ion Chromatography (IC) system and Metrohm autosampler. Purchasing the Metrohm Anion IC Unit will complement the existing instrumentation, allowing the Laboratory to perform both cation and anion analyses using the same analytical platform. Because laboratory staff are already trained on Metrohm equipment and the autosampler is compatible with the proposed instrument, implementation will be straightforward while maximizing the District's previous investment.

FUNDING

The Fiscal Year 2026-27 Lab O & M Budget includes $65,000 for the purchase of a new Deionized water system.

Attachment:

- Quote from Metrohm (all prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs)

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-527718-J6V4T2-1

Delivery Address	**Delivery Contact**
Carmel Area Wastewater District 26900 State Highway 1 Carmel, CA 93922 United States	Mohammed Serageldin Phone: 831-624-1249 Email: serageldin@cawd.org

Valid Dates	2/9/2026 - 8/14/2026	**Shipping Method**	Best Way (UPS)
Payment Terms	30 days net	**Terms of Delivery**	FOBD - prepay and add

Dear Mohammed

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest.

To Place order the following are required:

- Purchase order MUST reference Quote #: QUO-527718-J6V4T2
- Reference deviations from Metrohm USA T&C
- If this purchase is Tax Exempt, you must supply a Tax Exempt certificate with Purchase Order.
- Emailed or Faxed to Customer Support Department
    - Email: CustomerSupport@Metrohmusa.com
    - Fax: 813-316-4900

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

Greg Sand

+1 (628) 600-8170
greg.sand@metrohmusa.com

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-527718-J6V4T2-1

Line	Item no.	Description	Qty.	Unit Price	Discount	Total
1						
2	**29302460**	Compact IC Flex Oven/SeS/Deg	1	$37,621.00	20.00%	**$30,096.80**
3	**28509010**	ProfIC Conductivity Detector MF	1	$9,219.00	20.00%	**$7,375.20**
4	**601036420**	Metrosep A Supp 21 - 150/4.0	1	$3,001.00	20.00%	**$2,400.80**
5	**601036500**	Metrosep A Supp 21 Guard/4.0	1	$509.00	20.00%	**$407.20**
6	**28000010**	Dosino	1	$3,991.00	20.00%	**$3,192.80**
7	**62842020**	Adapter sleeve, MSM	1	$51.00	20.00%	**$40.80**
8	**65330190**	IC Equipment: Dosino Regeneration	1	$1,483.00	20.00%	**$1,186.40**
9	**GFS-IC5785**	500mM Regenerant Solution	1	$42.57	20.00%	**$34.06**
10	**ERA-IC1035**	CUSTOM ANION MIX: 3	1	$141.73	20.00%	**$113.38**
11	**SER-ICSUPP03**	3 Year Suppressor Guarantee	1	$4,500.00	100.00%	**$0.00**
12	Subtotal					**$44,847.44**
13	**29480010**	Continuous IC Module, CEP	1	$14,248.00	20.00%	**$11,398.40**
14	**GFS-IC94801**	4M KOH Eluent Concentrate, 1L	1	$200.00	20.00%	**$160.00**
15	**62842100**	MSM-HC Rotor A, hydroxide	1	$2,284.00	20.00%	**$1,827.20**
16	Subtotal					**$13,385.60**
17	**SER-ICINST01**	IC Installation Service Level 1	1	$1,335.00	20.00%	**$1,068.00**
18	**SER-ICTRNG05**	Essential IC Training	1	$3,325.00	20.00%	**$2,660.00**
19	Subtotal					**$3,728.00**
Total Discount						**$19,990.26**
Total Amount						**$61,961.04**

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com
Metrohm USA, Inc.
9250 Camden Field Parkway, Riverview, FL 33578
Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com
Credit card payments incur a 3% surcharge *FOBD PrePay & Add

Metrohm's Standard installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.

Metrohm USA offers a 3-year limited warranty on all new Metrohm Instruments. For complete details, please see our warranty statement here.

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Credit card payments incur a 3% surcharge *FOBD PrePay & Add

General Terms and Conditions

Pricing. Our prices may change at any time without notice. Prices we quote are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to Customer, the price will be the product price in effect at the time we accept the order. Customer is responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will add these to the invoice. Shipments are FOB Destination (CIF Incoterm 2010) point of shipment and all title to the equipment and risk of loss and injury shall pass to the Customer upon the transfer of the Equipment to the delivery address.

Payment and Credit Terms. Unless otherwise agreed to in writing, all Customer payment terms will be set at net 30 days after the date of invoice, subject to credit approval. For product sales, including parts for service orders, METROHM USA will invoice Customer for the product price and all other charges due when we ship the products to Customer. For services, METROHM USA will invoice Customer when the service is scheduled to begin. METROHM USA may require Customer to provide a signed credit application prior to establishing payment terms. We reserve the right to require Customer to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that Customer's financial condition does not justify extension of net terms otherwise specified. Customer will make all payments in the currency specified in our invoice. Please see invoice document for payment remittance information.

Late Payment and Collections. Customer may be required to pay interest on any undisputed amounts past due at the greater of a rate of 1.5% per month or the maximum amount allowable by applicable law. METROHM USA reserves and retains a security interest in the Equipment shipped to Customer, until all amounts due have been paid in full. In the event of account non- payment, placement with a collections agency, or other action necessary to collect on a past due balance, Customer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA in connection therewith. We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if Customer does not pay us when due, or if Customer otherwise does not perform its obligations.

Taxes. METROHM USA standard prices do not include applicable sales, services, use, VAT, or similar taxes. The amount of any such tax which METROHM USA may be required to pay or collect will be added to the invoice and paid by Customer unless Customer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA by Customer is subsequently, through no fault of METROHM USA, determined to be invalid, METROHM USA will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Customer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by Customer.

Regulatory Change or Tariff Adjustment. In the event of any increase in tariffs, duties, or other governmental charges affecting the cost of goods or materials, the Seller will pass cost to buyer and buyer agrees to pay. Seller will add tariffs cost at incurred rate to invoice. Payment terms will remain as specified in the original agreement unless otherwise agreed upon in writing. The Seller is not responsible for any delays due to the imposition of tariffs, duties, or changes in laws after the purchase order was executed.

Cancellations and Changes. Once an order is placed, Customer cannot cancel or change it without METROHM USA's written consent. If an agreed change is made, a formal email confirmation will be sent with any agreed upon changes. If Customer cancels the order other than as permitted by consent, Customer must pay METROHM USA all amounts due pursuant to the order. If the order is cancelled for any reason Customer will be required to pay METROHM USA for reasonable costs and expenses including engineering expenses and all commitments to METROHM USA 's suppliers incurred prior to METROHM USA receiving notice of cancellation. The minimum cancellation charge is 25% of the price.

Product Delivery. We will ship products to the destination Customer specifies in its order, FOB destination (CIF Incoterms 2010). Unless otherwise specified by Customer, Customer (i) gives its consent for METROHM USA to arrange for carriage for all products supplied on Customer's behalf; and (ii) waive Customer's right to arrange carriage or to give any specific instructions regarding carriage. METROHM USA will not provide any carrier invoices or payment terms to Customer. METROHM USA may, at our discretion, make partial shipments and invoice each shipment separately. Shipping dates are considered approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. Customer may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If delivery of a product to Customer is delayed due to any cause within Customer's control, we will place the delayed products in storage at Customer's risk and expense. Products shipped by METROHM USA selected carriers will be insured under METROHM USA policy and any payments for loss will be paid to METROHM USA.

Collect Shipments. Customer may select its own carrier and charge shipping to Customer's collect account instead of accepting the METROHM USA delivery terms above, where such purchase shall be under FOB origin (FOB Incoterms 2010). METROHM USA will not be responsible for any shipping or handling damages. METROHM USA will not make any claims on Customer's behalf for any damages caused by the carrier selected by Customer. Customer will need to open its own claim with its selected carrier. METROHM USA does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties. There is a 1% surcharge added to collect shipments to cover shipping materials, handling, and coordination with collect carriers.

Export Controls. Customer agrees that its purchase of products from METROHM USA is for its own use, and that METROHM USA products shall not be shipped or exported to any other country. Products purchased or received under these Terms and Conditions may not be sold, delivered, exported and transmitted, either directly or via third parties, to territories, entities, or individuals subject to sanctions imposed by international organizations (e.g. United Nations, OSCE and the EU). Customer agrees to comply with all applicable export laws, restrictions and regulations, including the United States Export Administration Regulations (specifically 15
C.F.R. chapter VII, subchapter C as well as part 738 (the Commerce Control List) and part 746 (Embargoes and Other Special Controls) thereof) and shall indemnify METROHM USA for any violations thereof.

Product Returns. METROHM USA customer support will authorize and approve return of any product that is damaged or defective on receipt, provided Customer contacts customer support within five days after receiving the product, and provided such damage or defect has not been caused by any failure by Customer or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If Customer does not contact us within this five-day period, we will deem the product to be accepted, and any warranty rights will still apply. METROHM USA will determine the best solution to provide replacement product in case of carrier damage or loss. Items returned for Customer convenience (and not for product failure or warranty issues) will be subject to a 25% restocking fee ($100 minimum) plus 100% of services delivered, based on the sale price. Customer must contact METROHM USA customer support (via customersupport@METROHMUSA.com) for a return authorization Number (RA#) within 14 days of shipment from METROHM USA to be eligible for a return credit. Customer must return items within 10 days of receiving RA#. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories. If METROHM USA exercises our discretion to authorize a product for return, the product must arrive at our facilities in a condition satisfactory for resale. We do not credit shipping charges. Customer will not receive credit for any product returned without our prior consent.

Shortages. Any shortages must be reported to METROHM USA customer support within five(5) days after receiving the product.

Warranties. New Equipment is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to Customer, provided that the Equipment has been maintained and operated in strict conformity with its operating instructions. Any defective equipment will be repaired or replaced at METROHM USA's discretion. METROHM USA may attempt to diagnose and resolve defects over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution. See our website for more details and to see our industry leading Warranty Statement. (https://www.metrohm.com/en_us/service/quality-service/warranty.html) METROHM USA warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair, or calibration performed by Customer or a third party not previously authorized by METROHM USA. Warranties shall not apply where the product has been subjected to corrosion, accident, alteration, misuse, abuse, acts of God, or failure on the part of the Customer to ensure proper operation and/or storage. All used and demonstration equipment carries a 1 year warranty when installed by a METROHM USA Representative. Used and demo instruments not installed by METROHM USA have a 90-day warranty. This warranty only applies to used and demonstration instruments sold by METROHM USA. METROHM USA does not warranty the calibration of any instrument. If a product is purchased in the United States or Canada and moved outside the contiguous United States or the provinces of Canada, the warranty is voided unless agreement is made before the original purchase. METROHM USA warranties are transferrable upon METROHM USA's receipt of written notification of transfer signed by the original customer. Such notification should include the serial number, model number, and the name, address and location of transferee. The transferee must agree in writing to METROHM USA warranty terms. Warranty transfer information should be sent via email to warranty@metrohmusa.com.

Warranty Exclusions. METROHM USA warranties do not apply to (a) normal wear and tear;(b) damage caused by accident, disaster or event of force majeure; (c) Customer misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure, electrical power surges, exposure to corrosion, or abuse; (e); instruments sold as 'used' products that are identified as being sold without warranty; or (f) products manufactured in accordance with specifications Customer gave us. METROHM USA warranties do not apply to consumable or wearing parts, including but not limited to electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by warranty and are considered consumable due to normal wear. METROHM USA warranties do not cover, and may be voided by: (1) installation, removal, use, maintenance, storage, transportation, or handling of products in an improper, inadequate, negligent, or unapproved manner by Customer or any third party (including the carrier), such as, but not limited to, failure to follow our instructions, operating guidelines, or protocols, improper site preparation, operation outside of stated environmental or use specifications, operation or contact with unapproved software, materials, chemicals or other products, or in an inappropriate location; (2) improper or inadequate maintenance, repair, service, or calibration performed by Customer or an unauthorized third party; (3) unauthorized alteration or modification, improper use or operation of, or tampering with equipment outside of the specifications; (4) any use of replacement parts we have not supplied.

DISCLAIMERS. The express warranties in this limited warranty statement are in lieu of all other warranties, whether express, implied, or statutory, regarding the products purchased from METROHM USA. METROHM USA expressly disclaims all such other warranties, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third- party rights. Without limiting the foregoing, METROHM USA does not warrant that the operation of any software or instruments comprising the products will be uninterrupted or error-free.

Limitation of Liability. In no event shall METROHM USA be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA. In no event shall any liability of METROHM USA arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by Customer to METROHM USA for such article. The remedies provided herein are Customer's sole and exclusive remedies, and METROHM USA shall not be liable for any other claim or damages of any kind related to the products or services.

Intellectual Property. The sale of equipment to Customer will in no way transfer to Customer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment. METROHM USA grants Customer a non-exclusive and non-transferable right to use any software provided for Customer's internal purposes only. Customer may not reverse engineer, decompile, or disassemble any software licensed from METROHM USA.

Indemnification. Customer agrees to indemnify, defend and hold harmless METROHM USA and its directors, officers, employees, agents, successors, assigns, and related companies (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Customer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent caused by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of these Terms or any Agreement between Customer and METROHM USA.

No Customer Assignment. Customer may not assign or delegate any of its rights or obligations under any of these Terms and any Agreement between Customer and METROHM USA without the prior written consent of METROHM USA. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. These Terms and any Agreement between Customer and METROHM USA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Force Majeure. METROHM USA will not be responsible or liable for failing to perform our obligations under these Terms and any Agreement between Customer and METROHM USA to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

Governing Law; Enforceability. The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation. Headings are for convenience only and shall not be used in the interpretation of these Terms.

RESOLUTION NO. 2026-55

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE A NEW METROHM ANIONIC ION CHROMATOGRAPHY (IC) SYSTEM IN AN AMOUNT NOT TO EXCEED $65,000

-oOo-

WHEREAS, the laboratory is committed to providing accurate, timely, and defensible analytical data in support of regulatory compliance, environmental stewardship, and public health; and

WHEREAS, as a TNI-accredited laboratory, maintaining analytical capabilities that meet state and federal quality standards is essential to fulfilling the Laboratory's mission and supporting wastewater discharge permit requirements; and

WHEREAS, the Laboratory currently owns and operates a Metrohm cation ion chromatography system and Metrohm autosampler, making the purchase of the Metrohm Anion Ion Chromatography (IC) Unit the most efficient and cost-effective solution due to its compatibility with existing equipment, established workflows, and staff expertise; and

WHEREAS, the Metrohm Anion IC Unit will allow the Laboratory to perform in-house analysis of regulated anions, including chloride, nitrate, nitrite, sulfate, fluoride, and phosphate, eliminating the need to routinely outsource these analyses; and

WHEREAS, the Laboratory currently submits approximately 15 to 20 samples each month to Monterey Bay Analytical Services (MBAS) for analysis of major cations and anions, chloride, iron, and manganese for Pebble Beach and Carmel Area Wastewater District (CAWD) permitting purposes, at an average cost of approximately $250 per sample; and

WHEREAS, performing these analyses in-house is expected to generate an annual financial benefit of approximately $50,000 to $60,000 through reduced outsourcing costs, increased operational efficiency, and expanded analytical capacity, resulting in an estimated return on investment within 1.5 to 2 years; and

WHEREAS, acquisition of the Metrohm Anion IC Unit will provide significant operational benefits by improving turnaround times, increasing the Laboratory's ability to troubleshoot analytical issues immediately, strengthening quality assurance and data integrity, and reducing dependence on outside laboratories; and

WHEREAS, this investment will enhance the Laboratory's ability to meet regulatory reporting deadlines, strengthen audit readiness, provide defensible analytical data, and support the District's commitment to responsible environmental stewardship.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The Board of Directors hereby authorizes the General Manager to purchase a new Metrohm anionic analyzer in an amount not to exceed $65,000.

3. The General Manager, with the help of the Laboratory Manager, is authorized to negotiate, execute, and administer all agreements, purchase orders, support agreements, and related documents necessary to complete the purchase installation, subject to review and approval as to form by District legal counsel where required.

4. The Board of Directors finds, based on the staff report, that purchase of the Metrohm Anionic IC System is necessary to maintain the required level of service in the District laboratory and support regulatory compliance and reporting obligations, and furthers the mission of the District to treat wastewater in a cost-effective manner; and

5. The Board of Directors authorizes the General Manager to purchase this system in fiscal year 2026-27 in an amount not to exceed $65,0000.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Seigfried, President of the Board

ATTEST: ______________________
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Jeff Bandy, Principal Engineer

Date: July 30th, 2026

Subject: Project #21-05 – Adopting a Final Mitigated Negative Declaration (MND) and Mitigation and Monitoring Reporting Plan (MMRP) for the "Carmel Woods and Pescadero Road (Rd) Sewer Main Rehabilitation Project" (Project) Pursuant to the California Environmental Quality Act (CEQA)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Review and consider the attached Initial Study/Mitigated Negative Declaration (IS/MND) and MMRP for the Project;
2. Find that based on the IS/MND and the public review that there is no substantial evidence that the project will have a significant effect on the environment and that the mitigated negative declaration reflects the District's independent judgment and analysis;
3. Adopt the IS/MND pursuant to the CEQA Guidelines; and
4. Adopt the accompanying Mitigation Monitoring and Reporting Plan.

DISCUSSION

Carmel Area Wastewater District (CAWD/District) proposes to replace and rehabilitate the damaged sewer mains at the Pescadero Rd. and Carmel Woods sites to continue to provide reliable service to the District's customers and minimize the potential for sewer spills in the future. Approximately 14,850 Linear Feet (LF) of existing deteriorated 6-inch diameter vitrified clay pipe (VCP) gravity sewer main in the Carmel Woods neighborhood will be replaced with new polyvinyl chloride (PVC) or high-density polyethylene (HDPE) sewer mains or lined with cured-in-place-pipe.

A new sewer main will be constructed in Pescadero Rd. to reroute the upstream flows away from the pipeline along the hillside easement behind Pescadero Rd., which has been the source of spills, and the existing 2,200 feet of hillside pipeline will be sliplined.

The Draft CEQA IS/MND for the Project was submitted to the State Clearinghouse and noticed for public comment starting on June 3rd, 2026, with public notifications in the Carmel Pine Cone on two subsequent weeks in June. No comments were received during the public comment period, which closed on July 6th, 2026.

It is anticipated that Project will be advertised in Q3 2026 and will be awarded in Q4 2026. The Final IS/MND is attached (under separate cover) for Board review to facilitate adopting an MND for the project in accordance with § 15074 of CEQA Guidelines. The attached MMRP summarizes the mitigation measures that must be adopted by the Board in accordance with § 15074 of the CEQA Guidelines.

FUNDING

Filing the Notice of Determination for the Mitigated Negative Declaration at the County Clerk office costs approximately $3,000. The Fiscal Year 2026-27 budget includes $3,600,000 for Project #21-05.

ATTACHMENT (UNDER SEPARATE COVER)

- FINAL Initial Study / Mitigated Negative Declaration & Mitigation Monitoring and Reporting Plan – Carmel Woods and Pescadero Road Sewer Main Rehabilitation Project

RESOLUTION NO. 2026-56

A RESOLUTION ADOPTING A FINAL MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR THE "CARMEL WOODS AND PESCADERO ROAD SEWER MAIN REHABILITATION PROJECT" (PROJECT #21-05) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

-o0o-

WHEREAS, pursuant to Article 6 (Sections 15070-15075) of the California Environmental Quality Act guidelines, the Carmel Area Wastewater District (CAWD), as Lead Agency, has followed the process set forth in these sections and as such has considered the Mitigated Negative Declaration, and

WHEREAS, a Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the County Clerk on May 29th, 2026, and noticed for public review, and

WHEREAS, the Draft Mitigated Negative Declaration was submitted to the State Clearinghouse and was posted on June 3rd, 2026, and

WHEREAS, the District published a Notice of Intent to Adopt a Mitigated Negative Declaration in the local newspaper, and posted the Draft Mitigated Negative Declaration on the District's website,

WHEREAS, the public review period occurred over 30 days where all documents and project reports were available to the public for review, and

WHEREAS, the Board has reviewed the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Plan and,

WHERAS, finds that there is no substantial evidence, based on the record as a whole, that would support a fair argument that the project, as designed and mitigated, may have a significant environmental impact.

WHEREAS**,** the Board is convinced by the staff report that approval of this agreement is necessary to maintain the necessary level of service and that the approval of this project furthers the mission of the District to treat wastewater in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby adopt the Final Mitigated Negative Declaration and the accompanying Mitigation Monitoring and Reporting Plan for the "Carmel Woods and Pescadero Road Sewer Main Rehabilitation Project."

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Seigfried, President of the Board

ATTEST: ______________________
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Jeff Bandy, Principal Engineer

Date: July 30, 2026

Subject: Adoption of a Resolution In the Matter of the California Uniform Public Construction Cost Accounting (CUPCCA) Procedures under Public Contract Code (PCC) Section 22030

RECOMMENDATION

Staff recommend that the Board adopt a resolution electing the Carmel Area Wastewater District (CAWD) to become subject to the uniform public construction cost accounting procedures set forth in the CUPCCA Act (Act) under Public Contract Code Section 22030.

DISCUSSION

On April 30th, 2026 the Board of Directors (BOD) approved Ordinance 2026-01, which adopted informal bidding procedures established by Act under PCC Section 22030. The Act was enacted in 1983 to "promote uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state" (PCC §22001). The Act is a voluntary program that is available to all public entities in California, but it only applies to those public agencies that have "opted in" to the provisions set forth by the Act. The entirety of the Act is found in PCC § 22000-22045.

In order to formally opt in to these provisions, the BOD must pass a resolution in addition to the previously-approved ordinance. Once the resolution is passed, staff will notify the State Controller's Office, thereby completing the adoption of the informal bidding procedures.

FUNDING

This resolution would reduce the cost of administering small projects.

RESOLUTION NO. 2026-57

A RESOLUTION IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES
-oOo-

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Board is convinced by the staff report that approval of this agreement is necessary to maintain the necessary level of service and that the approval of this project furthers the mission of the District to treat wastewater in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the General Manager notify the State Controller forthwith of this election.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Seigfried, President of the Board

ATTEST: ____________________
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Chris Foley, Facilities Manager

Date: July 30th, 2026

Subject: Operator In Training (OIT) Job Description and Salary Scale

RECOMMENDATION

It is recommended that the Board of Directors make a motion to accept a resolution authorizing the attached Operator In Training job description and approve salary range.

DISCUSSION

The Operator In Training is an 24-month internship that will provide a career path to become a certified Wastewater Grade I Operator. The requirement to become a certified operator includes 1800 hours of supervised work experience at a Wastewater treatment plant.

JUSTIFICATION

The Carmel Area Wastewater District is experiencing the same workforce challenges affecting utilities throughout California, including a limited pool of certified wastewater operators and increasing competition for experienced personnel. Recruiting fully certified operators has become more difficult and more expensive as agencies compete for a shrinking workforce nearing retirement.

To address these challenges, staff recommend establishing an **Operator-in-Training (OIT)** position. The program will develop qualified operators internally while creating a sustainable workforce pipeline for future staffing needs. The proposed 24-month training program will provide structured mentorship, hands-on operational experience, and preparation for California Wastewater Grade I Operator certification.

In addition to succession planning, an Operator-in-Training position will improve operational efficiency by assigning routine entry-level duties—such as compliance sampling, housekeeping, equipment cleaning, facility inspections, grounds maintenance, inventory support, and preventive maintenance assistance—to a trainee.

These tasks are currently performed by highly compensated certified operators whose expertise is better utilized on process control, regulatory compliance, troubleshooting, maintenance planning, emergency response, and other technical operational responsibilities.

Developing operators from within as an OIT offers several organizational benefits:

- Creates a reliable internal pipeline of future certified operators.
- Reduces long-term recruitment challenges and vacancy risk.
- Improves retention through career development opportunities.
- Allows certified operators to focus on higher-value operational and regulatory responsibilities.
- Provides mentorship opportunities for operations staff.
- Increases operational efficiency by aligning work with appropriate skill levels.
- Supports knowledge transfer from experienced operators approaching retirement.
- Strengthens the District's ability to maintain regulatory compliance and operational resilience.

Establishing an Operator-in-Training program represents a proactive investment in the District's workforce while improving efficiency, reducing future staffing risks, and supporting the long-term reliability of wastewater operations.

Workforce development is becoming a significant issue with the average operator age of 47.5 years and 24% of operators are over the age of 60.

California currently has approximately 6,250 certified operators serving more than 1200 municipal wastewater facilities along with numerous private treatment systems.

The current salary classification scale lowest range is 6. The recommendation is to add a range 1 with 5 steps to account for the 24-month time period.

The starting monthly salary would be $5,581.85 which is $32.20/hour. Comparing to other local OIT salaries this is competitive.

Agency	Position	Program Length	Salary Range	Hourly Range
City of Salinas	Operator-in-Training	Varies	$4,457–$5,689/mo	**$25.72–$32.82/hr**
Monterey One Water	Operator-in-Training	Varies	$7,640–$9,754/mo	**$44.08–$56.27/hr**
Proposed CAWD	**Operator-in-Training**	**24 Months**	**$5,582–$6,459/mo**	**$32.20–$37.26/hr**

ADDITIONAL INFORMATION
This is a new job description; therefore, no redline version is available.

FUNDING
Funded through the Fiscal Year 2026/27 Department 6 budget.

July 2026
FLSA: NON-EXEMPT
Limited Term- 24 months

WASTEWATER TREATMENT PLANT OPERATOR IN TRAINING-INTERNSHIP (OIT)

DEFINITION

Under direct supervision, performs a variety of operations, process control, and maintenance functions in support of the District's wastewater treatment plant, including micro-filter and reverse osmosis systems; monitors and regulates influent and effluent flows within the system, assist with routine facility inspections, sample collection and basic laboratory testing; performs basic preventive maintenance and housekeeping activities as required. Learns and applies District policies, procedures, safety practices, and operational standards while developing the knowledge, skills, and abilities necessary to become a certified Wastewater Treatment Plant Operator.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Wastewater Treatment Plant Operations staff.

CLASS CHARACTERISTICS

This is the entry level in the Wastewater Plant Operator series and as such incumbents are trained in plant operations and routine maintenance work. In addition, incumbents are required to obtain a Grade I Operators certification from the State Water Resources Control Board within 24 months from date of employment.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Monitors the operation of a variety of wastewater treatment plant pumps, motors, digesters, and other equipment; read gauges, dials and other instruments that record plant operations including SCADA, micro-filtration, and reverse osmosis.
- Assist in ensuring compliance with environmental and public health standards, including monitoring and making adjustments as needed to optimize efficiency, making chemical dosage changes, changing pumping rates, and monitoring all equipment daily.

- Reviews and analyzes automated information and control system data and revises equipment settings as appropriate; notifies supervisor of unusual situations and makes inspections or corrects system problems as necessary.
- Interprets and may perform laboratory and process tests to optimize plant performance, checks the results, and makes appropriate changes per direction from licensed wastewater operator.
- Operates and assists in preventive maintenance on a variety of treatment plant equipment, such as electric motors, engines, gas and electric powered pumps, air compressors, emergency systems, power generation systems, chillers, pressure and flow regulators, analyzers, filters, chemical feed systems, digesters, bar screens, and blowers.
- Operates valves, pumps and automated controls to regulate the flow of wastewater through plants.
- Lubricates pumps, motors, chains, conveyors and other machinery and equipment.
- Uses a variety of hand and power tools and testing equipment.
- Perform a variety of general and grounds maintenance in and around plant facilities.
- Maintains accurate records, including calculating the daily use of energy and chemicals, gauge and meter readings, and completing required monthly reports.
- May perform confined space entry and rescue operations.
- Builds and maintains positive working relationships with co-workers, other District employees, and the public.
- Performs other duties as assigned.

<u>QUALIFICATIONS</u>

Knowledge of:

- Principles, practices, equipment, material, and tools used in the operation, cleaning and preventive maintenance of wastewater treatment and disposal facilities and equipment.
- The operation and preventive maintenance of piping systems, including pipes, valves, and related appurtenances.
- Basic laboratory operations, and standard chemical and physical tests of wastewater, sludge, and related materials.
- SCADA operating systems and other computer applications related to the work.
- Practices, materials, and techniques used in general and grounds maintenance activities.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Basic mechanical, electrical, and hydraulic principles.
- Applicable Federal and State laws; District, Department, and Division regulations, codes, policies, and procedures.
- Modern office practices, methods, and computer equipment, and computer applications related to work.
- Record keeping principles and procedures.
- Basic shop arithmetic.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.

Ability to:

- Operate, maintain and repair a variety of wastewater treatment and disposal facilities and equipment.
- Read and interpret gauges and other recording devices reflecting wastewater treatment plant operations and make operating adjustments based upon recorded data.
- Recognize and correct or report unusual, inefficient or dangerous operating conditions.
- Conduct standard chemical and physical tests of water, wastewater, sludge, and related materials.
- Use and maintain the tools and equipment of the work skillfully, and safely.
- Handle hazardous chemicals in a safe manner.
- Maintain both manual and automated logs, records, reports, and charts.
- Follow department policies and procedures related to assigned duties.
- Work overtime, weekends, holidays, and shift work as assigned.
- Understand and follow oral and written instructions.
- Organize, maintain, and update office database and records systems.
- Maintain clear and accurate records.
- Make basic arithmetic computations.
- Maintain attention to detail and accuracy.
- Communicate effectively in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Perform work in confined spaces, following required confined space entry procedures.

EDUCATION AND EXPERIENCE:

Any combination of training and experience which would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to the completion of High School Diploma or General Equivalency Diploma.

Required Qualifications:

- Possession of a Class C driver's license required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of said driver's license in compliance with established District vehicle operation standards, and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The California Sanitation Risk Management Authority (CSRMA) driving standards.
- Completion of six educational points to qualify for the Wastewater Operator In Training Grade I Certificate within 6 months of employment.
- Obtain Operator In Training Grade I Certificate within 9 months of employment.
- Pass the Wastewater Operator Grade I Exam within 24 months of employment.

Additional Requirements:

Ability to be on standby for after hour emergency call outs and acknowledge the notification within 15 minutes when on standby duty. If an emergency requires the employee to return to work, they must do so within 1 hour of responding to the notification.

Employee must pass a respiratory fit test within 2 months of employment and adhere to District respiratory policy which specifies facial hair restrictions.

All Carmel Area Wastewater District employees are, by State and Federal law, **Disaster Service Workers**. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property.
Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency.

If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

PHYSICAL DEMANDS

The physical demands and work environment described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

Standing:

- Average Frequency: Greater than 9 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Surfaces: Office – carpet, tile; field/plant – concrete, asphalt, dirt, gravel, mud, metal grating, grass, sloped and uneven terrain
- Description: Performs while performing a variety of skilled work in the maintenance and repair of sewer lines, manholes, related facilities and equipment including: deragging, packing and sealing pumps, inspecting sewer lines, performing repairs, operating a variety of equipment including instruments, testing and monitoring confined spaces, digging, installing pipes, operating a variety of equipment including vibrators, jackhammers, tampers, monitoring and controlling the operation of water reclamation and treatment systems including chemical feeding equipment, utilizing the SCADA system, filtration equipment, regulating water flow, repairing leaks in pipelines, pumps, tanks, performing preventative maintenance on pumps, motors and other equipment, installing water meters, working in confined space entries, and a variety of related tasks.

Walking:

- Average Frequency: Greater than 9 times per day
- Average Duration: Long (2 to 8 hours)

- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Long (2 to 8 hours)
- Surfaces: Office – carpet, tile; field/plant – concrete, asphalt, dirt, gravel, mud, metal grating, grass, sloped and uneven terrain
- Description: Performs while walking within the plant, to and from field sites, relocating tools, supplies, equipment, inspecting and monitoring equipment, operating vibrators, utilizing a wheelbarrow, dollies and a variety of related activities.

Sitting:

- Average Frequency: 4 to 8 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Long (2 to 8 hours)
- Surfaces: Cushioned vehicle seat, office chair
- Description: Performs while working at a desk station, during trainings, operating equipment including a forklift, golf cart, tractor, backhoe, pickup truck, hydrocleaning/vacuum truck.

Kneeling/Crouching/Squatting:

- Average Frequency: 1 to 3 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Surfaces: Office – carpet, tile; field/plant – concrete, asphalt, dirt, gravel, mud, metal grating, sloped and uneven terrain
- Description: Performs while digging, inspecting, or accessing equipment, retrieving or setting items on and off lower shelves or ground level, accessing leaks, equipment inspections, repairing equipment in conjunction with utilizing a variety of tools.

Crawling:

- Average Frequency: 1 to 3 times per month
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: 4 to 8 times per year
- Maximum Duration: Short (Less than 1 hour)
- Surfaces: Office – carpet, tile; field/plant – concrete, asphalt, dirt, gravel, mud, metal grating, sloped and uneven terrain
- Description: Performs while accessing restricted areas including plumbing/pipes, inspecting equipment, performing carpentry tasks, accessing mechanical equipment or during plumbing tasks.

Laying on Back/Stomach:

- Average Frequency: 1 to 3 times per year
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: 4 to 8 times per year
- Maximum Duration: Short (Less than 1 hour)

- Surfaces: Office – carpet, tile; field/plant – concrete, asphalt, dirt, gravel, mud, metal grating, sloped and uneven terrain
- Description: Performs while inspecting and repairing equipment including plumbing and mechanical.

Climbing/Balancing:

- Average Frequency: Greater than 9 times per day Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)
- Surfaces: Ladder or stair steps, vehicle floorboards
- Description: Performs while ascending or descending extension ladders up to 40 feet, stepladders 10 to 12 feet, stair steps at plant buildings, accessing vehicle cab 1 to 3 steps.

Reaching:

Above Shoulder Level:

- Average Frequency: 4 to 8 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)
- Description: Performs while repairing and servicing equipment including plumbing in conjunction with utilizing a variety of hand or power tools, replacing lamps or lights, retrieving equipment over railing, painting in conjunction with utilizing rollers or brushes, polishing, carpentry work including assembling cabinets, counters, sanding, repairing piping. Unilateral or bilateral upper extremities from a less than full-to-full extensions at each occurrence.

Between Waist and Shoulder Level:

- Average Frequency: Greater than 9 times per day
- Average Duration: Medium (1 to 2 hours)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)

- Description: Performs while operating a variety of equipment including forklift, truck, golf cart, tractor, backhoe, man lift in conjunction with maneuvering levers and a steering wheel, retrieving and relocating tools, supplies, equipment, inspecting, troubleshooting and repairing equipment, utilizing a variety of basic or power tools including a shovel, pick, digging bar, sledgehammer, grinders, chop saw, presses, skill saw, operating a jackhammer, maintaining plumbing, painting in conjunction with utilizing brushes or rollers, performing custodial tasks including sweeping, vacuuming, utilizing a squeegee, shampooer, extractor to clean floors, performing a variety of carpentry work including remodeling and assembling of cabinets, counters, drawers, renovating, relocating, altering workstations, sanding, texturing and repairing walls, repairing and installing building hardware including door handles, repairing plumbing systems, during traffic setup. Unilateral or bilateral upper extremities from a less than full-to-full extensions on each occurrence.

Below Waist Level:
- Average Frequency: 4 to 8 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)
- Description: Performs while repairing and servicing equipment, retrieving or setting items on and off lower shelves or the ground, painting in conjunction with utilizing rollers or brushes, landscaping including utilizing basic hand tools to repair irrigation systems, custodial tasks including polishing furniture, utilizing a squeegee to clean windows, cleaning toilets, urinals, wiping walls, retrieving trash or debris, lubricating equipment, installing water meters, performing a variety of carpentry work including remodeling and assembling cabinets, counters, drawers, sanding, texturing and repairing walls, installing building hardware, marking utilities. Unilateral or bilateral upper extremities from a less than full-to-full extensions on each occurrence.

Pushing/Pulling:

- Average Frequency: 1 to 3 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)
- Description: Performs while utilizing a shovel, utilizing a hook to remove or replace manhole lids, meter covers, operating a vibrator, jackhammer, tamper – a combination of lifting, pushing, pulling, guiding, operating hydrocleaning vacuum truck hoses, connecting or disconnecting trailers, utilizing a pipe wrench, roto hammer, chop saw, skill saw, sawzall, drill, a variety of wrenches, operating a pallet jack to move equipment or chemicals, relocating a wheelbarrow in conjunction with lifting, operating a skill saw, a chainsaw to cut or remove roots, utilizing a valve key to open or close/exercise valves, utilizing a 20' scraper to remove grease from manhole interiors, utilizing a dolly.

Twisting/Rotating:

Waist:

- Average Frequency: 4 to 8 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Medium (1 to 2 hours)
- Description: Performs while accessing parts, utilizing equipment while hydrocleaning, opening or closing valves, utilizing a shovel to relocate dirt, driving. The motion is center to the right back to center or center to the left back to center less than 20-degrees per occurrence.

Neck:

- Average Frequency: Greater than 9 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Description: Performs while aiding visually, operating equipment including a forklift, truck, golf cart, tractors, backhoes, man lifts, servicing and repairing and maintaining a variety of equipment including plumbing, electrical, while painting, heating and ventilation, custodial tasks, performing carpentry duties, during normal body mechanics. The motion is from center to right back to center or center to left back to center up to 45-degrees.

Wrists:

- Average Frequency: Greater than 9 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Description: Performs while utilizing a variety of tools including drills, pliers, ratchets, screwdrivers, saws, digging tools, valve keys, manipulating nuts, bolts, screws, small parts, shoveling, utilizing rollers or brushes while painting, utilizing a vacuum, sweeping, mopping, utilizing a metal hook to remove or replace a manhole lid. Unilateral or bilateral hand use.

Bending:

Waist:

- Average Frequency: 4 to 8 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Description: Performs while digging, inspecting, or accessing equipment, retrieving or setting items on and off lower shelves or ground level, accessing leaks, equipment inspections, repairing equipment in conjunction with utilizing a variety of tools, utilizing tools to finish concrete, performing various repairs, operating a variety of equipment including hydrocleaning, video equipment, digging, installing pipes, operating a variety of equipment including vibrators, jackhammers, tampers, repairing leaks in pipelines, performing preventative maintenance on pumps, motors and other equipment including water meters, working in confined space entries. The motion is in a forward direction between 5 and 65-degrees.

Head/Neck:

- Average Frequency: Greater than 9 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Description: Performs while performing a variety of skilled work in the maintenance and repair of sewer lines, manholes, related facilities and equipment including, packing and sealing pumps, inspecting sewer collection lines, performing repairs, operating a variety of equipment including hydrocleaning, video equipment, testing and monitoring manholes, digging, installing pipes, operating a variety of equipment including vibrators, jackhammers, tampers, performing traffic control tasks including flagging vehicles, monitoring and controlling the operation of water reclamation and treatment systems including chemical feeding equipment, utilizing the SCADA system, filtration equipment, regulating water flow, repairing leaks in pipelines, pumps, tanks, reservoirs, performing preventative maintenance on pumps, motors and other equipment, installing water meters, working in confined space entries, and a variety of related tasks, utilizing a variety of hand or power tools, inspecting equipment, during normal body mechanics.

Wrists:

- Average Frequency: Greater than 9 times per day
- Average Duration: Short (Less than 1 hour)
- Maximum Frequency: Greater than 9 times per day
- Maximum Duration: Short (Less than 1 hour)
- Description: Performs while utilizing a variety of tools including drills, wire cutters, wire strippers, tape measures, sockets, socket adapters, ratchets, tape measures, wrenches, screwdrivers, hammers, Allen wrenches, shovel, pick, digging bar, manipulating bolts, nuts, small parts, screws, operating a jackhammer, operating equipment including maneuvering a steering wheel and levers, sweeping, mopping, vacuuming, utilizing rollers or brushes while painting, utilizing carpentry tools, utilizing a metal hook to remove or replace a manhole lid, during normal body mechanics. Unilateral or bilateral hand use.

Lifting/Carrying:

0 to 10 lbs.:

- Objects: Smaller power tools (drills, grinders, air tools, grease gun, skill saw, etc.); hand tools (wrenches, screwdrivers, pliers, hammers, ratchets, strippers/cutters, etc.); small tool bag, socket set, fasteners; couplings, short sections of metal/pipe or wood; miscellaneous parts, wiring, levels, tape measures, small fire extinguisher, electrical cords, diagnostic equipment, aerosol cans, rollers, brushes, one-gallon containers, two safety cones, step-stool/ladder, broom, squeegee/mop, shovel, binders, manuals, writing utensils, telephone handset, chair
- Average Frequency: Ongoing - tasks performed throughout shift
- Average Duration: Seconds to less than 15 minutes at a time
- Maximum Frequency: Ongoing - tasks performed throughout shift
- Maximum Duration: Seconds to less than 15 minutes at a time
- Height: Ground to shoulder or above
- Distance: Average - less than 100 feet including ascending/descending stairs
- Maximum - 1,000 feet
- Description: Using hand or power tools as needed, performs a variety of lifts and carries to complete the following: carpentry, electrical, plumbing, painting, landscaping, cleaning, assembling/disassembling, diagnosing, repairing, bolting, screwing, cleaning, sweeping, stocking, storing, office duties, paperwork/manuals, writing.

11 to 25 lbs.:

- Objects: Larger hand tools (large sledgehammer, large wrenches), medium power tools (pneumatic nail gun, reciprocating saws, hammer-drill, core drill), medium tool bag, bucket of tools, 3-gallon containers, up to five safety cones, medium fire extinguisher, 6′ ladder, pneumatic pipe plug, shovel with dirt, picking/digging tools, sections of metal/pipe or wood, boxes of tools/parts; valves, 100′ of ¾″ hose, 20′ of 2″ suction hose, 13-gallon trash can, partial box of paper/files
- Average Frequency: Routine- 1 per hour
- Average Duration: Seconds to less than 15 minutes at a time
- Maximum Frequency: 8 times per hour
- Maximum Duration: Seconds to less than 15 minutes at a time
- Distance: Less than 100 feet, including ascending/descending stairs
- Height: Ground to shoulder or above
- Description: Using hand or power tools as needed, performs a variety of moderate duty lifts/carries to complete the following: carpentry, electrical, plumbing, painting, landscaping, assembling/disassembling, diagnosing/repairing, bolting, screwing, cleaning, stocking, storing, valve removal/replacement, battery removal/replacement; small grate and lid removal/replacement; digging and filling. Retrieval, set-up, breakdown and replacement of equipment for projects**.**

26 to 50 lbs.:

- Objects: Large tool bag/kit, metal chain, small electric motors, 12' ladder, 20' extension ladder, jack hammer, concrete and metal debris, flanges, couplers, sections of metal/pipe or plastic/wood, smaller valves, small impellers, band saw, flange, pipe vice, oil bucket, blower, shaft, threader, traffic signage, wheelbarrow, 5-gallon container/bucket, empty pallet, case of paper or full box of files, 30-gallon garbage can, 50′ of 1″ hose, 10′ of 6″ suction hose, valve box lid, car battery
- Average Frequency: 4 times per day
- Average Duration: Seconds to less than 10 minutes at a time
- Maximum Frequency: 4 times per hour
- Maximum Duration: Up to 15 minutes at a time
- Distance: Less than 50 feet, including ascending/descending stairs
- Height: Ground to shoulder
- Description: Using hand or power tools as needed, performs a variety of medium duty lifts/carries to complete the following: carpentry, electrical, plumbing, painting, landscaping, assembling/disassembling, bolting, stocking, storing, valve removal/replacement, battery removal/replacement; grate and lid removal/replacement; digging and filling. Retrieval, set-up, breakdown and replacement of equipment for projects**.** Confined space winch. Jackhammer use includes pushing, pulling, partial lifting, lifting, and guiding.

51 to 60 lbs.:

- Objects: 28′ extension ladder, 10′ step ladder, confined space winch, wheelbarrow, medium electric motor, medium VFD unit, steel flanges, steel elbows/necks/spools, couplers, longer sections of metal/pipe or wood, 100′ of 1″ hose, truck battery, 30′ of 2″ hose, 15′ of 6″ hose, 4′ x 4′ aluminum vault lid, sandbag, small steel stormwater grating
- Average Frequency: 4 times per month
- Average Duration: Seconds at a time
- Maximum Frequency: 4 times per day
- Maximum Duration: Less than 1 minute at a time
- Height: Ground to waist
- Description: As needed for activities including repair and construction projects; retrieval, set-up, breakdown and replacement of project equipment**;** confined space entry set-up/breakdown including davit arms, accessing vaults, collections infrastructure repair, flood preparations.

61 to 120 lbs. (two-person lifts):

- Objects: 32′ extension ladder, AA frame ladder, forklift propane cylinder [63 pounds shoulder height], 2′ submersible pump, portable railing anchor plate, trash pumps, vault lid, electric motors, VFDs, confined space base tripod, bollards, jumping jack, steel manhole covers, steel piping, 15′ or more of large suction hose, generator, 8″ x 20′ suction pipe, large steel stormwater grating, various steel valves, flanges, elbows up to 150 lbs.
- Average Frequency: As assigned - 1 to 4 times per month
- Average Duration: Seconds at a time
- Maximum Frequency: As assigned – 4 times per day
- Maximum Duration: Seconds at a time
- Distance: Less than 25 feet
- Height: Ground to waist
- Description: As needed for projects and activities including repair, replacement or construction projects; confined space entry set-up/breakdown, accessing vaults, collections infrastructure repair. Lifting straps are to be used if safety will be increased.

120+ lbs. Not a job requirement, any lifts above this threshold will be accomplished via lifting equipment.

Dragging/Pulling:

76 to 100 lbs. (single-person pulls):

- Objects: Floor jack, manhole covers, 100′ of charged 1″ water line, charged suction lines, metal grating, aluminum pipe, heavy duty electrical wire, long sections of plastic or wood, collections equipment jetting lines, collections camera tether/cable
- Average Frequency: 4 times per month
- Average Duration: Seconds to less than 10 minutes at a time
- Maximum Frequency: Four times per day
- Maximum Duration: 5 minutes
- Distance: Less than 5 feet to 100′ feet for collections lines
- Height: Ground level or partial lift of one end from ground

- Description: A combination of pulling and/or partial lifting as needed to move heavy objects including using a floor jack, removing, and replacing a manhole lid with a metal hook, dragging hose, dragging lengths of pipe, wood or metal, dragging metal grating, and operating a pallet jack to move equipment or chemicals,. Lifting straps are to be used if safety will be increased.

Grasping:

Simple:

- Average Frequency: Ongoing - tasks performed throughout shift
- Average Duration: Seconds to less than 15 minutes at a time
- Maximum Frequency: Ongoing - tasks performed throughout shift
- Maximum Duration: Seconds to less than 15 minutes at a time
  Description: Performs while operating a variety of equipment (forklifts, truck, golf cart, tractor, backhoe, etc.); operating small power tools; using small hand tools; retrieving and relocating miscellaneous tools, parts; utilizing a telephone handset, handling paperwork; utilizing caulking and grease guns; spraying aerosol cans; painting with rollers or brushes, mopping, sweeping, vacuuming, landscaping; scraping, utilizing a squeegee; any grasping necessary to complete required lifts/carries. Unilateral and bilateral hand use.

Power:

- Average Frequency: Routine- 1 per hour
- Average Duration: Seconds to less than 15 minutes at a time
- Maximum Frequency: 8 times per hour
- Maximum Duration: Seconds to less than 15 minutes at a time
- Description: Performs while utilizing a shovel, digging bar or pick while digging; operating a jackhammer in conjunction with pushing, pulling, partial lifting and guiding; utilizing wrenches to remove or secure and torque bolts; using pry bars, wrenches, levers; tie down and securing equipment; utilizing wide variety of power tools grinders, electric chop saw, presses, drills, chainsaw, installing cabinetry including repairing walls. Any grasping necessary to complete required lifts/carries. Unilateral and bilateral hand use.

Fine Manipulation:

- Average Frequency: 4 times per day
- Average Duration: Seconds to less than 5 minutes at a time
- Maximum Frequency: 2 to 3 hours
- Maximum Duration: Seconds to less than 10 minutes at a time
- Description: Performs while using of small hand tools (screwdrivers, small sockets, Allen wrenches, etc.), placing bolts, nuts, screws, nails, small parts; joining small components; using electrical testing equipment; making equipment adjustments, using machine-user interfaces, utilizing a writing utensil, using computer keyboards/tablets and mouse, touchpad or touch screens; using telephone. Unilateral or bilateral hand use.

Machine/Tools:
The machines and tools listed here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

- Drills
- Pneumatic nail gun
- Pliers
- Tape measures
- Sockets
- Socket adapters
- Ratchets
- Wrenches
- Screwdrivers
- Reciprocating saws
- Hammers
- Diagnostic tools
- Allen wrenches
- Digging bar
- Pick
- Writing utensil
- Telephone handset
- Sledgehammer
- Grinders
- Air tools
- Grease gun
- Skill saw
- Levels
- Square
- Wire strippers
- Spray can
- Roto hammer
- Jackhammer
- Pipe wrenches
- Presses
- Chop saw
- Computer keyboard, mouse, monitor
- Band saw
- Cut off saw
- Forklift
- 28-ton truck
- Golf cart
- Tractor
- Backhoe
- Aerial lift
- Dollies
- 4-wheeled cart
- Wrenches
- Motors
- Ladders
- Valves
- Generators
- Electric snakes
- Rollers
- Blowers
- Vacuum
- Broom
- Mop
- Squeegee
- Paint brush

Weights and Measures:

The items listed here to be weighed or measured are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

Items Weighed:

- 4″ C-900 pipe fitting – 6 lbs.
- 6″ C-900 pipe fitting – 12 lbs.
- Gas Can (2 gallon) – 13 lbs.
- Suction hose (2″ x 20′ Green PVC) – 16 lbs.
- 6″ x 4″ I-beam – 20 lbs.
- Flow thru plug 6-8″ – 20 lbs.
- 8″ C-900 – 23 lbs.
- Pneumatic plug 10-18″ – 25 lbs.
- Pipe (4″ x 20′ SDR 35) – 27 lbs.
- 3/8″ chain – 28 lbs.
- Valve box lid (B12) – 28 lbs.
- Shoring (2′ x 24-36″ cylinder) – 30 lbs.
- Discharge hose (2″ x 50′ blue PVC) – 30 lbs.
- Cut off saw (hot saw) – 32 lbs.
- Jack hammer (30 pound) – 33 lbs.
- Gas can (5 gallon) – 33 lbs.
- Firehose (2.5″ x 50′) – 34 lbs.
- Confined space blower – 35 lbs.
- Electric motor (1 HP) – 35 lbs.
- Ventilation Blower (12V) – 36 lbs.
- Confined space winch – 41 lbs.
- Storm drain inlet (2x2) – 42 lbs.
- 20′ extension ladder – 42 lbs.
- Concrete/Asphalt debris – 50 lbs.
- 6′ plug hand crank – 50 lbs.
- Standard wheelbarrow (full) – 50 lbs.
- Metering vault lid (open) – 52 lbs.
- 28′ extension ladder – 57 lbs.
- Traffic valve box (G5) – 58 lbs.
- Sandbags – 60 lbs.
- Pipe (4″x6′ mission clay) – 60 lbs.
- Perma-Patch sack (60 pound) – 60 lbs.
- Concrete sack (60 pound) – 60 lbs.
- 2″ Submersible sump pump – 60 lbs.
- Pipe (6″x20′ SDR 35 – 61 lbs.
- Bumper crane assembly – 62 lbs.
- Lumber boards (2″x12″x16′) – 64 lbs.
- Jack Hammer (60 pound) – 65 lbs.
- 2x4 grate – 71 lbs.
- Jet hose (pulling) – 71 lbs.
- Bollards (remove and replace) – 72 lbs.
- 32′ extension ladder – 72 lbs.
- 4″ plug valve – 75 lbs.
- 24″ Manhole lid (open/lift) – 75 lbs.
- Concrete Sack (90 pound) – 90 lbs.
- Plywood (4′x8′x 1 1/8″) – 94 lbs.
- Confined space base (tripod) – 95 lbs.
- Valve box (B12) – 96 lbs.
- Jack hammer (90 pound) – 97 lbs.
- Move furniture – 100 lbs.
- 2″ Trash Pump (187 GPM) – 104 lbs.
- Pipe (8″x20′ SDR 35) – 110 lbs.
- 4″ gate valve – 114 lbs.
- 6″ gate valve – 194 lbs.
- Manhole lid (36″ diameter) – 229 lbs.
- 55-gallon drums- 458 lbs.

PERSONAL PROTECTIVE EQUIPMENT

Depending on the hazard, the employee is required to wear head, hearing, eye, foot, face, respiratory, body harness, and/or hand protection.

ENVIRONMENTAL ELEMENTS

- Employee is frequently exposed to outside weather conditions
- Employee is occasionally exposed to high, precarious places
- Employee is exposed to confined spaces; fumes or airborne particles; toxic or caustic chemicals
- Employee is exposed to unpleasant smells and odors
- Employee is exposed to moderate cold, moderate heat
- Employee is exposed to risk of electrical shock or mechanical hazards
- Employees in this classification may perform duties that involve a potential risk of exposure to blood-borne pathogens
- The noise level in the work environment is usually loud
- Employee, as needed, works indoors, office setting, climate controlled

NOTICE: The examples of functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.

RESOLUTION NO. 2026-58

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO DESIGNATE AN OPERATOR IN TRAINING POSITION AND APPROVING A NEW JOB DESCRIPTION

-oOo-

WHEREAS, the Board of Directors approves the addition of an Operator In Training position and job description; and

WHEREAS, the Operator in Training position will further the goal of recruiting and retaining talent; and

WHEREAS, the Operator In Training job description meets the requirements to support these goals; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Carmel Area Wastewater District (CAWD) is convinced by the staff report that approval of an Operator In Training Position is necessary to meet the District goals.

The Board of Directors further finds that the approval of the Operator In Training Position furthers the Mission of the District to treat wastewater in a cost-effective manner and return clean water to the environment; and

The Board of Directors authorizes the General Manager to approve this new position.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Siegfried, President of the Board

ATTEST : __________________
Domine Barringer, Board Clerk

RESOLUTION NO. 2026-59
DESIGNATING CLASSIFICATION TITLES IN THE
CARMEL AREA WASTEWATER DISTRICT
AND PROVIDING FOR THE NUMBER OF POSITIONS AND
MONTHLY SALARY RANGES FOR **REPRESENTED** EMPLOYEES

BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District as follows:

Section 1. That the "Positions", "Classification Titles" and "Salary Ranges and Steps" enumerated below are hereby adopted for Represented positions of employment in the Carmel Area Wastewater District:

			SALARY STEPS				
Positions	Range	Classification Titles	A	B	C	D	E
		Represented Positions					
		Treatment Maintenance					
3	21	Senior Operator	9,145.55	9,602.82	10,082.96	10,587.11	11,116.47
2	21	Laboratory Analyst II/Environmental Inspector	9,145.55	9,602.82	10,082.96	10,587.11	11,116.47
1	21	Safety/Regulatory Compliance Administrator I	9,145.55	9,602.82	10,082.96	10,587.11	11,116.47
1	21	Maintenance Mechanic III	9,145.55	9,602.82	10,082.96	10,587.11	11,116.47
2	17	Plant Operator II	8,285.41	8,699.68	9,134.67	9,591.40	10,070.97
1	17	Purchaser Plant Asset Coordinator	8,285.41	8,699.68	9,134.67	9,591.40	10,070.97
1	16	Laboratory Analyst I/Environmental Inspector	8,083.33	8,487.49	8,911.87	9,357.46	9,825.33
0	16	Maintenance Mechanic II	8,083.33	8,487.49	8,911.87	9,357.46	9,825.33
0	14	Maintenance Worker II	7,693.83	8,078.52	8,482.45	8,906.57	9,351.90
1	12	Plant Operator I	7,323.09	7,689.25	8,073.71	8,477.40	8,901.27
1	12	Maintenance Mechanic I	7,323.09	7,689.25	8,073.71	8,477.40	8,901.27
0	9	Maintenance Worker I	6,800.22	7,140.24	7,497.25	7,872.11	8,265.72
1	1	Plant Operator-In-Training	5,581.85	5,860.94	6,153.99	6,461.69	6,784.77
		Collection Maintenance					
4	19	Collection/Maintenance Worker III	8,704.86	9,140.10	9,597.11	10,076.96	10,580.81
1	12	Collection/Maintenance Worker II	7,323.09	7,689.25	8,073.71	8,477.40	8,901.27
0	6	Collection/Maintenance Worker I	6,314.68	6,630.42	6,961.94	7,310.03	7,675.54
1	6	Collection/Maintenance Utility Worker I	6,314.68	6,630.42	6,961.94	7,310.03	7,675.54
20.0		**Total Positions authorized**					

Section 2. That salaries paid to occupants of said positions shall be administered in accordance with Ordinance No. 97-2 titled "Personnel Policies".

Section 3. The Provisions hereof shall be in force and effect as of July 1, 2026

Section 4. That this resolution supercedes 2026-46 in its entirety.

PASSED AND ADOPTED at a regular meetng of the Board of Directors of the Carmel Wastewater District duly held on July 30, 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Siegfried, President of the Board

ATTEST:

Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Chris Foley, Facilities Manager

Date: July 30, 2026

Subject: Purchase 65-kilowatt Microturbine

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to purchase a 65-kilowatt microturbine from Capstone Energy in the amount not to exceed $156,968.

DISCUSSION

The treatment plant has a 65 kilowatt (kW) and 30kW microturbine system. The 30kW unit was installed in 2005 and is obsolete and inefficient. The recommendation is to replace the 30kW with an upgraded 65kW unit.

JUSTIFICATION

The microturbine system is the primary heat source for the anaerobic digester and provides redundancy for the single waste gas flare used to burn any excess digester gas. The heat provided is critical to meet Class B bio-solids waste discharge requirements, and is necessary for burning the digester gas thus avoiding venting directly to the atmosphere when the waste gas burner is offline for service or requires a repair.

The microturbine system requires approximately $10,000 in annual maintenance for the gas conditioning system which includes the gas compressor and condensate system.

These costs are offset by natural gas savings and electricity production: The District saves approximately $67,000 per year assuming 75% heat utilization calculation. Due to seasonal digester heating demand that still requires additional supplemental heat from the boiler during colder months.

The gas conditioning media requires replacement every 3-5 years at a cost of $24,000. So, the annual maintenance cost is significantly less than the $67,000 in avoided cost savings. The existing 30 kW cogeneration unit utilizes only approximately 50% of the available digester gas, with the remaining gas being combusted through the flare. As a result, a significant portion of the available energy is lost, reducing the District's ability to maximize on-site power generation and recover heat for digester operations. Replacing the 30kW unit with a more efficient 65kW unit will provide more uptime for the microturbine system when the other 65kW unit is down for maintenance and will add more redundancy for the digester heating and gas burning process.

Capstone Energy is the manufacturer and distributor for the C65 Microturbine. Therefore, a competitive procurement process is not feasible and acquisition must be completed through a Sole Source contract. The tax is calculated where the ownership is transferred but we would only transfer after the unit arrives onsite and is inspected.

FUNDING

Treatment Plant Capital Equipment Budget FY 2026/27- $110,000 budgeted. The remainder of funds would be from capital reserves.

Sales Proposal

Capstone Energy+ West Territory
Proposal for Carmel Area Water District

Presented to
Dan Deeth
Purchaser/Plant Asset Coordinator

Presented by
Steve Gillette
Director of Sales

Capstone® energy+

[redacted]

Microturbine Equipment Sales Proposal

Carmel C65
CWT 163

Date: 07-16-2026
Quote Validity: 30 Days

Prepared for

Carmel Area Water District
3945 Rio Rd
Carmel, CA 03023-8660

DESCRIPTION	PRICE EACH	QTY	TAX	SUBTOTAL
EQUIPMENT				
65R-BG4-BU00 CR65,DIGSTR GAS,GC,INDPKG,UL	$137,100.00	1	9.75%	$150,467.25
				$150,467.25
SERVICES				
Microturbine Commissioning Submit completed Capstone Energy+ C1000-Family Pre-Commissioning Checklist (460094) prior to scheduling commissioning. Email sales@capstoneenergyplus.com to request the current version of the Checklist.	$3,500.00	1	0.00%	$3,500.00
Freight	$3,000.00	1	0.00%	$3,000.00
				$6,500.00

Tax total **$13,367.25**

Total Price **$156,967.25**

Equipment lead time estimated at 12 Weeks.

Estimated Commissioning date:

[redacted]

Sales Terms and Conditions

Order; Target Ship Date. To order MicroTurbine generator systems, controls, and accessories ("**Products**") and/or replacement maintenance or spare parts for use in the Products ("**Parts**") and/or services to be provided by Capstone ("**Services**"), Client must sign a Capstone proposal (creating an "**Order**") which incorporates these Terms and Conditions, and details all Product and Part numbers, Services, configurations, quantities, pricing and bill-to and shipping addresses. Once the Order is received, Capstone shall issue an Order Acknowledgment which sets forth the proposed delivery dates for each Product and/or Part set forth in the Order ("**Target Ship Date**").

Pricing. Client shall pay prices set forth in the Order for Products, Parts and Services ("**Order Price**"). The Order Price does not include anything that is not explicitly included as a line item in the Order.

Payment Terms. A non-refundable deposit of thirty percent (30%) of the agreed-upon price ("**Deposit**") shall be paid to Capstone immediately upon an Order being placed. A milestone payment of sixty percent (60%) shall be paid to Capstone on or before fourteen (14) days prior to the Target Ship Date. The ten percent (10%) balance is due 30 days after delivery of the Equipment in the Order. The Deposit and payments through the milestone payment are due in advance of an Order shipment or any transfer of ownership for installed Products unless credit has been granted by Capstone, in its sole discretion. Any failure of Client to strictly abide by any credit terms agreed to by Capstone shall result in a late charge on an overdue amount calculated from the time of the invoice date to the payment date equal to the lesser of 1.5% per month or the highest applicable rate allowed by law, may result in the full revocation of credit by Capstone, and may result in Capstone exercising any other of its remedies which are not limited hereby. All payments shall be made in U.S. dollars.

Order Cancellation. Orders cancelled before eight weeks prior to the acknowledged shipment date of an Order are subject to a cancellation charge, which shall be satisfied by Capstone's retention of the Deposit. Orders cancelled after this time will also incur an additional 10% cancellation charge of the total value of the cancelled Order, plus a charge for restocking of parts and expenditure of labor, which charge shall not exceed a maximum of 50% of the total value of the cancelled Order.

Order Changes. Any Client request to change an Order ("**Order Change**") will be accepted or rejected by Capstone in its sole discretion and is subject to, among other things, material availability and manufacturing capacity. Order Changes may affect the shipping date, will be subject to re-pricing, and may be subject to a change fee which shall be determined by Capstone on a case-by-case basis for any costs incurred by Capstone because of the Order Change. Requested deletions to an Order are subject to the Order Cancellation section above.

Shipment. Requests to ship earlier or to extend the Target Ship Date (including implied requests based on Client's failure to coordinate with or respond to Capstone) will be considered on a case-by-case basis, may affect the Order Price, and may incur a charge of 1% per week for approved extensions of the shipment date up to a maximum of 60% of the Order Price. All shipments shall be EXW Capstone's facility (as EXW is defined in Incoterms 2020), with risk of loss passing to the Client upon delivery and title passing to Client upon shipment. Capstone will notify Client by email when the Order is ready for shipment. Client must coordinate shipment with Capstone promptly after receipt of the email. Unless fully paid for prior to shipment, Client shall obtain transportation insurance coverage at 110% of the Order's total price. Orders not picked up within one week of notification that the Order is ready for shipment will be considered an implied request for an extension of the Target Ship Date and charges will accrue per this paragraph.

Inspection Upon Receipt. Client must inspect shipments upon receipt and notify Capstone in writing of any damages or discrepancies within five (5) business days.

Application Engineering Services. Client is solely responsible and liable for acquiring and obtaining, coordinating and facilitating and/or providing and performing all engineering, design, and planning required for the installation of the Products ("**Application Engineering**"). Client may engage a qualified third party to perform Application Engineering on its behalf but remains liable for the performance of such third party.

[redacted]

Client must ensure that the Application Engineering complies with applicable Capstone's specifications, and Client acknowledges and agrees that compliance with applicable Capstone specifications does not extend the scope of any Capstone Warranty.

Installation Services. Client is solely responsible and liable for acquiring and obtaining or coordinating and facilitating services to ensure that all Products are installed in accordance with Capstone's approved practices and procedures, and all applicable codes and requirements, laws, and regulations as well as any applicable union or other local rules ("**Installation**"). Client shall be responsible for all other labor, materials, equipment, supplies and permits associated with such Installation. Client acknowledges and agrees that the Installation must be fully operational as a precondition to the applicability of Capstone's Warranties.

Commissioning Services. "**Commissioning**" includes all services necessary for a Capstone Authorized Service Provider ("**ASP**") to be able to complete the commissioning checklist ("**Commissioning Checklist**"), including inspection of the existing installation, making or recommending any necessary adjustments to the existing installation, providing operator training based on the Capstone Operations Manual, starting up the Product, and furnishing all other labor, materials, equipment, and supplies associated with the installation and operation of the Products. Capstone makes available to Client the services of ASPs with valid certifications necessary for Commissioning the Products. Client shall be responsible for the costs of completing the Commissioning Checklist and shall ensure the completed Commissioning Checklist is provided to Capstone within fifteen (15) days of Commissioning of the Products. Failure to promptly provide Capstone with a properly completed Commissioning Checklist may void Capstone Warranties. Microturbine Commissioning does not include integration with third-party controls, building management systems, or balance-of-plant controls. These services must be quoted separately.

Maintenance and Repair Services; Warranty Services. Capstone makes available to Client the services of ASPs with valid certifications on the Products for maintenance, parts support, service after warranty, and other maintenance or repair operations as may be necessary to ensure proper and efficient operation of the Products ("**Maintenance and Repair Services**") and for Warranty services and Warranty parts ("**Warranty Services**"). Client must engage an ASP with valid certification on the Products to perform these services; failure to engage an ASP with a valid certification may void Capstone Warranties.

Client's Representations and Warranties. Client represents, warrants, and covenants that: (i) it has all or will obtain all necessary Application Engineering, Installation, Commissioning, Maintenance and Repair and Warranty Services, and it has or will comply with all legal obligations associated with same, including but not limited to permitting requirements; and (ii) all information it has provided to Capstone, including that set forth in the application information, is complete and accurate.

Confidentiality and Protection of Intellectual Property. Client shall not in any manner, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Products, Parts or components thereof ("**Reverse Engineering**"). All intellectual property rights and confidential information relating to the Products, Parts and Services, and any information provided by Capstone to Client under these Terms and Conditions, shall remain the sole property of Capstone. To the extent that the parties have entered into a non-disclosure agreement ("**NDA**"), the terms of such NDA are incorporated into these Terms and Conditions. In the event of a conflict between the NDA and these terms and conditions, the terms set forth in the NDA will have priority. Except as otherwise specified in an applicable NDA, Client's obligations (i) related to confidentiality shall remain in effect and continue to bind Client for five (5) years from the shipment date of the Products or Parts; (ii) to maintain the secrecy of Capstone's trade secret information shall continue for so long as such information is entitled to trade secret protection under Delaware law, and (iii) to refrain from Reverse Engineering shall survive in perpetuity. Client acknowledges that a breach of its obligations hereunder will cause irreparable damage, and monetary damages are an inadequate remedy. In the event of a breach or threatened breach of the obligations hereunder or any violation of Capstone's intellectual property rights, Capstone shall be entitled to temporary and permanent injunctive relief without being required to post a bond and without having to prove actual damages.

[redacted]

End User License. Client acknowledges and agrees that the Products are sold subject to the "**End User License**" set forth in Attachment A, agrees to the terms thereof, and upon installation of the Products, agrees to transfer the End User License to the end user if Client is not the end user.

Compliance with Applicable Law. Client shall ensure that it complies will all applicable laws, rules, regulations and standards associated with its performance and its warranties hereunder, including obtaining and maintaining, at its sole expense, all certifications, licenses, other authorizations, ratings, approvals and interconnection arrangements required or advisable under the applicable laws and in all jurisdictions in connection with Client's installation, commissioning and use of Products and/or Parts. Client shall not sell or transfer any Products or Parts to any party in violation of applicable law, including US Export regulations or applicable laws relating to anti-bribery or anti-money laundering laws, or to any party engaged in illegal activity, including but not limited to, illegal activity related to controlled substances, and shall not engage in any activity that would cause Capstone to be in violation of any applicable law or incur any legal liability. Without limiting the generality of the foregoing, Client shall make available all information required to ensure that Installation complies with applicable local laws and regulations. Client agrees to indemnify Capstone and hold it harmless from and against the consequences of a violation by Client of this provision.

Capstone's Warranties. Capstone warranties apply to new Products and Parts and are set forth per Attachment B ("**Warranties**") incorporated herein. Client may not sell or transfer the Warranties unless specifically authorized in writing by Capstone. Among other conditions, Warranties apply to a Product or Part only if: (a) the Installation was performed in accordance with these Terms and Conditions, including compliance with Capstone's installation guidelines and all applicable codes, requirements, laws and regulations; (b) Client has accepted Capstone's Commissioning Checklist completed by an ASP; and (c) all service and maintenance conducted on any Product is properly performed by an ASP. Capstone's performance under a Warranty in the manner specified shall constitute complete fulfillment of its obligations or responsibilities, and Capstone shall not be liable for any other direct, indirect, special or consequential damages, whether in warranty, contract, negligence, tort, strict liability, or otherwise with respect to any non-conformance of or deficiency in the Product or Part supplied. No Warranty shall apply if Client repackages or changes the "as-shipped" configuration of any Product or Part. Client's exclusive remedy for any breach of an applicable Warranty shall be correction of non-conformities in the manner and for the time as provided in the applicable Warranty. Capstone does not warrant defects caused by failure to provide a suitable installation or operating environment for the Product, damage caused by use of the Product for purpose other than those for which it was designed, damage caused by natural disasters, any abuse or misuse by Client, or normal wear and tear.

DISCLAIMER. EXCEPT AS EXPLICITLY SET FORTH HEREIN, IN THE END USER LICENSE, OR IN THE WARRANTIES, NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY ARE GIVEN IN RESPECT OF PRODUCTS OR PARTS, INCLUDING, BUT NOT LIMITED TO, ANY GUARANTEE OF THE DESIGN OR APPLICATION OF THE PRODUCTS OR PARTS, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Limitation of Liability in General. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of the Terms and Conditions, CAPSTONE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, STATUTORY, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST GOODWILL, LOST PROFITS, LOST BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES. FURTHER, CAPSTONE SHALL NOT BE LIABLE FOR ANY INJURY TO ANY PERSONS (INCLUDING DEATH) OR PROPERTY RESULTING FROM A BREACH OF ANY WARRANTY OR ANY PROVISION OF THESE TERMS AND CONDITIONS, WHETHER SUCH CLAIM IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY). Capstone's aggregate liability to Client with respect to any permissible claims shall in no event exceed in the aggregate the sales price to Client of the individual Product or Part giving rise to the claim.

[redacted]

Any action related to these Terms and Conditions must be commenced within one (1) year after the date on which the cause of action accrues. The rights, remedies and obligations of the parties set forth in these Terms and Conditions, together with the attached Exhibits specifically referenced in these Terms and Conditions, are the exclusive rights, remedies and obligations of the parties hereunder and are in lieu of any other right, remedy, or obligation available at law or inequity.

Indemnification. Client shall indemnify and hold Capstone harmless from and against any and all costs, fees (including attorney's fees), losses, liabilities and expenses arising out of or related to acts or omissions of Client, or any party engaged by Client, arising out of or related to its performance under these Terms and Conditions or its breach of any of its obligations hereunder, including but not limited to those resulting from (i) any products liability claim, or (ii) use of the Products or Parts in illegal activity, including, but not limited to, illegal activity involving controlled substances.

Dispute Resolution. All disputes and claims arising out of these Terms and Conditions (including for any disputes related to breach of confidential information or intellectual property rights) shall be adjudicated in a state or federal court in Los Angeles County, California. The Parties hereby agree not to waive any rights they might have to have the dispute litigated in court, to a jury trial, to discovery and to appeal.

Governing Law. These Terms and Conditions are governed by the laws of the State of Delaware without regard to its conflicts of laws provisions, and United States federal laws applicable to intellectual property rights.

Authorization. The person executing the Proposal and these Terms and Conditions on behalf of the Client represents and warrants that they are duly authorized to execute and deliver such documents on behalf of the Client.

Entire and Sole Agreement. These Terms and Conditions (i) are final and binding and (ii) other than the documents incorporated herein by reference, supersede all prior or contemporaneous understandings, representations, or other communication between the parties of any sort, whether written or oral, with respect to its subject matter. The Parties agree that these Terms and Conditions are the sole terms and conditions which apply to any Order, and all other terms and conditions, including any that may be contained on forms and other documents exchanged by the Parties shall not apply.

The above Terms and Conditions are hereby accepted.

Client: Carmel Area Water District

Dan Deeth

Capstone Energy+

Jen Derstine

[redacted]

Acceptance

IN WITNESS WHEREOF, each of the Parties has executed this **Sales Proposal**, both Parties by its duly authorized officer, as of the day and year set forth below.

Carmel Area Water District:

Capstone Energy+:

Dan Deeth

Client Billing Contact and Address:

Client Shipping Contact and Address:

Attachment A

END USER LICENSE (DOMESTIC)

1. Introduction. This END USER LICENSE ("**License**") governs certain rights granted by Capstone to the customer (“**End User**”) who has acquired one or more Capstone MicroTurbine™ systems (which systems, whenever acquired by End User together being referenced herein as the “**Products**”) which include the Licensed Items described below.

2. License Grant. Subject to the payment of amounts due from End User to the party selling the Products to End User, Capstone grants to End User a nonexclusive and nontransferable license to use the operating software and firmware contained within or used with the Products (“**Licensed Items**”) solely in connection with the Products for the purpose of generating electrical power. By installing or otherwise using the Licensed Items, End User agrees to be bound by the terms of this License. Apart from the express license granted in this Section, Capstone does not grant and End User does not receive any other license from Capstone, express or implied, and End User acknowledges that it holds no right, title, or interest in or to the Licensed Items, including, without limitation, all intellectual property rights embodied therein.

3. Term of License; Survival. The License granted to End User herein shall continue perpetually unless: (i) a Product to which this License applies is no longer operable and is not repairable, in which event the License shall terminate as to the applicable Product; (ii) End User breaches any material term or condition of this License or any other agreement with Capstone, in which event the License shall terminate as to all Products. All provisions of this License that contemplate performance or observance following its termination or expiration shall survive its termination or expiration.

4. Restrictions. All Licensed Items are proprietary to Capstone and are entitled to trade secret protection under the terms of this License. End User shall not in any manner, directly or indirectly or through others, attempt to decompile, copy, reverse assemble, reverse engineer, modify, translate or disassemble the Licensed Items in whole or in part. End User shall not grant access to the Licensed Items or the Products to any party other than Capstone, Capstone’s authorized service representatives, and End User's employees and agents who have an actual need for such access in the course of their duties.

5. Ownership of Intellectual Property Rights. All copyrights and other intellectual property rights embodied in the Products or the Licensed Items shall remain the sole property of Capstone and neither End User nor any other party will have or acquire any right, title to and/or interest therein under this License. End User agrees that it shall not in any manner represent that it has any rights in or to the trade names, trademarks, trade secrets, trade dress, service marks, confidential information or copyrights of Capstone.

6. Intellectual Property Infringement Protection. Capstone will defend or, at its option, settle, any claim, suit or proceeding brought against End User, and pay any liabilities, damages and costs awarded in any such suit or proceeding, if the suit or proceeding is based on a claim that a Product, part for the Product (“**Part**”) or Licensed Item infringes any United States intellectual property right of any third party (other than those arising out of conditions described below), provided that: (i) End User notifies Capstone in writing within 10 calendar days of the receipt of any such claim; (ii) Capstone has sole control of the defense of such claim and all related settlement negotiations; (iii) End User makes no admission of any alleged infringement; and (iv) End User provides Capstone with assistance, information and authority necessary to perform Capstone’s duties under this paragraph. If a Product, Part or Licensed Item is held to infringe, Capstone shall have the option in its sole discretion to: (i) modify the Product, Part or Licensed Item to cause the same to be non-infringing; (ii) obtain for the authorized End User a license to continue using the Product, Part or Licensed Item; or (iii) refund the fees paid for the Product, Part or Licensed Item upon return of such Product, Part or Licensed Item to Capstone at its expense, depreciated over a three (3) year period. Capstone shall have the right to refuse to supply additional Products, Parts or Licensed Items subject to a claim or threatened claim of infringement. In no event shall Capstone be liable for any claim of infringement, and End User agrees to protect and defend Capstone in the same manner and extent that Capstone has agreed to defend End User as set forth herein, when such claim is based on the use of any Product, Part or Licensed Item altered in whole or in part by End User or used in connection with any equipment, process, software or technology other than that necessary for use of the Product, Part or Licensed Item for the particular application as contemplated by the Capstone Operations Manual and all applicable specifications. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF CAPSTONE FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY IN REGARD TO THOSE ITEMS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.

7. Export Restrictions. In no event shall End User export Licensed Items outside of the United States or sell Licensed Items to any party or entity that intends to export or use Licensed Items outside of the United States.

8. Remote Monitoring. As a condition of the License, End User acknowledges and agrees that every Capstone MicroTurbine™ system may include software and hardware which allow for the remote monitoring of performance of the Products and collection of information related to the Products. End User may request Capstone or Capstone’s authorized service representatives to utilize the remote monitoring software and hardware to access and obtain information related to the Products and/or their use, which services shall be covered in a separate agreement.

9. Assignment. End User shall not assign or transfer this License or any of its rights or obligations hereunder without the prior written consent of Capstone. This License shall inure to the benefit of and bind the successors and permitted assigns of Capstone and End User. All permitted assignees of End User shall confirm in writing to Capstone its agreement to the terms and conditions of this License within 60 days following the effective date of the permitted assignment. Capstone expressly reserves the right to condition its approval of an assignment by End User upon the payment of a transfer fee in accordance with Capstone’s then current fee schedule.

Capstone Energy+, LLC
New System Limited Warranty

This Limited Warranty applies to the Capstone C65, C200, and C1000 Signature Series MicroTurbine systems shipped on or after May 1, 2026, and supersedes all prior Capstone new system limited warranty forms with respect to such Warranted Items.

A new system covered under this Limited Warranty is any new Capstone MicroTurbine purchased from Capstone Energy+, LLC ("**Capstone**") or any other authorized representatives thereof, and the accessories and parts provided therewith so long as such accessories or parts are included on new system purchase orders at the time the Capstone MicroTurbine is shipped from Capstone's facility (together, the "**Warranted Items**"). However, Warranted Items shall not include any batteries purchased from Capstone on a new system purchase order and such batteries shall be excluded from coverage under this New System Limited Warranty as further set forth in Section 9 below. Warranty coverage is limited to providing replacement parts for Warranted Items. In performing its obligations under this Limited Warranty, Capstone may, at its sole discretion, use or may cause its authorized representatives to use, either new or Capstone remanufactured parts. Any components, parts or accessories replaced under this Limited Warranty shall be returned to Capstone at Capstone's sole discretion, and thereafter shall become the property of Capstone. **THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:**

1. The period of warranty is: Twenty-four (24) months from the date of shipment from Capstone or twelve (12) months from the Completed Commissioning date, whichever occurs first.

   a. "Completed Commissioning" is defined as the completion and submission of all required Commissioning documentation. As a condition of this Limited Warranty, Capstone shall receive a completed New System Condition Report, a completed Pre-Commissioning Checklist, and a customer signed Commissioning Checklist.

2. Capstone's sole obligation under this Limited Warranty is to replace the Warranted Items that failed under normal operation due to a Capstone material or workmanship defect.

3. Capstone's obligations under this Limited Warranty are subject to Capstone, or a Capstone authorized representative, receiving access to the facility and requested information regarding the site and installation that may be required to evaluate the validity of a warranty claim.

4. Failures caused by the following are excluded from coverage under this Limited Warranty:

   a. Damage arising from storage, shipping, vandalism, accidents, misuse, negligence, recklessness, and/or failure to maintain the Warranted Items in accordance with Capstone's specifications/requirements. Misuse as used in the prior sentence includes, but is not limited to, continued attempts to operate or the actual operation of the Capstone MicroTurbine system after a non-conformity has been observed or identified.

   b. Warranted Items that have been subject to misapplication, rust, oxidation, corrosion, unauthorized modification, or other damage, including damage caused by abrasion, chemicals, gases, foreign objects, or other environmental conditions in which the Capstone MicroTurbine system operates.

   c. Accessories or parts that are not Warranted Items.

   d. Force Majeure (e.g., acts of God, including but not limited to, war, floods, earthquakes, wind, lightning, freezing, fire, salt water, etc.).

   e. Damage caused by power quality disturbances (e.g., sags, surges, high harmonics, etc.) in grid-connected operation.

5. The following items shall void this Limited Warranty:

   a. Inadequate or improper maintenance.

   b. Installation, Commissioning, maintenance, repair or alteration of the Warranted Items by anyone other than Capstone, or a party authorized by Capstone.

   c. Operation of the Warranted Items outside of Capstone's specifications/requirements described in the then-current applicable product literature at the time of shipment of the

Warranted Items, including, without limitation, use of fuels other than what is described therein.

d. Improperly designed or improperly implemented interconnect points or connections.

6. Specifically, this Limited Warranty does not provide for:
   a. Scheduled maintenance parts or labor.
   b. Unscheduled maintenance labor.
   c. Any incidental or consequential damages or expenses that the owner or user may incur as a result of a Warranted Item failure covered by this Limited Warranty.
   d. Warranted Items that fail due to a third party supplied component integrated with the Capstone MicroTurbine system.
7. All disputes arising out of this warranty shall be settled by arbitration in Los Angeles, California by a panel of three arbitrators under the commercial arbitration rules of the American Arbitration Association. The award of the arbitrators shall be final and binding and the parties consent to the exclusive jurisdiction of any federal or state court in Los Angeles County for enforcing any decision of the arbitration panel.
8. **THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. AS A CONDITION OF THIS LIMITED WARRANTY IT IS AGREED THAT IN NO EVENT CAN CAPSTONE BE HELD LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURIES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST GOOD WILL, LOST BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES, COMMERCIAL LOSSES, OR DAMAGE TO STRUCTURES OR EQUIPMENT TO WHICH THE SYSTEM IS CONNECTED OR CONTAINED WITHIN. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROMISES ON BEHALF OF CAPSTONE OR MODIFY THE TERMS AND LIMITATIONS OF THIS LIMITED WARRANTY.**
9. **THIS LIMITED WARRANTY DOES NOT COVER BATTERIES. BATTERIES ARE SOLD AS-IS, AND EXPLICITLY DO NOT INCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

RESOLUTION NO. 2026-60

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE A CAPSTONE 65 KILOWATT MICROTURBINE IN FISCAL YEAR (FY) 2025-2026 IN AN AMOUNT NOT TO EXCEED $156,968.

-oOo-

WHEREAS, the Board of Directors authorized the FY2026-2027 capital budget expenditure of $156,968 for the purchase of a Capstone 65-kilowatt microturbine; and

WHEREAS the microturbine is necessary equipment to process sludge and heat the digester process: and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Carmel Area Wastewater District (CAWD) is convinced by the staff report that approval of a Capstone 65-kilowatt microturbine is necessary to maintain the required level of service.

The Board of Directors further finds that the approval of a Capstone 65-kilowatt microturbine furthers the mission of the District to treat wastewater in a cost-effective manner; and

The Board of Directors authorizes the General Manager to purchase a Capstone 65-kilowatt microturbine plant truck in fiscal year 2026-27 in an amount not to exceed $156,968.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026 by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Robert Siegfried, President of the Board

ATTEST: __________________
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Patrick Treanor, District Engineer

Date: July 30th, 2026

Subject: Project #23-01 - Change Order Authorization for the Santa Rita and Guadalupe Sewer Replacement Project - Pacific Trenchless, Inc. - $676,009

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing additional change order allowance of $676,009 (for a total not to exceed change order allowance of $2,375,317) for additional pipe bursting work under the Santa Rita and Guadalupe Sewer Main Replacement Project construction contract.

DISCUSSION

The Santa Rita and Guadalupe Sewer Main Replacement project consists of replacement of approximately 1.6 miles of gravity sewage pipelines plus an additional 0.8 miles approved as add-on work (2.4 miles total). The contractor, Pacific Trenchless Incorporated (PTI), was the low bidder for the project and has been performing well in completing the contracted work. Staff have recently identified another 0.33 miles of additional high-priority poor condition sewer mains that can be efficiently replaced under the existing pipe bursting contract.

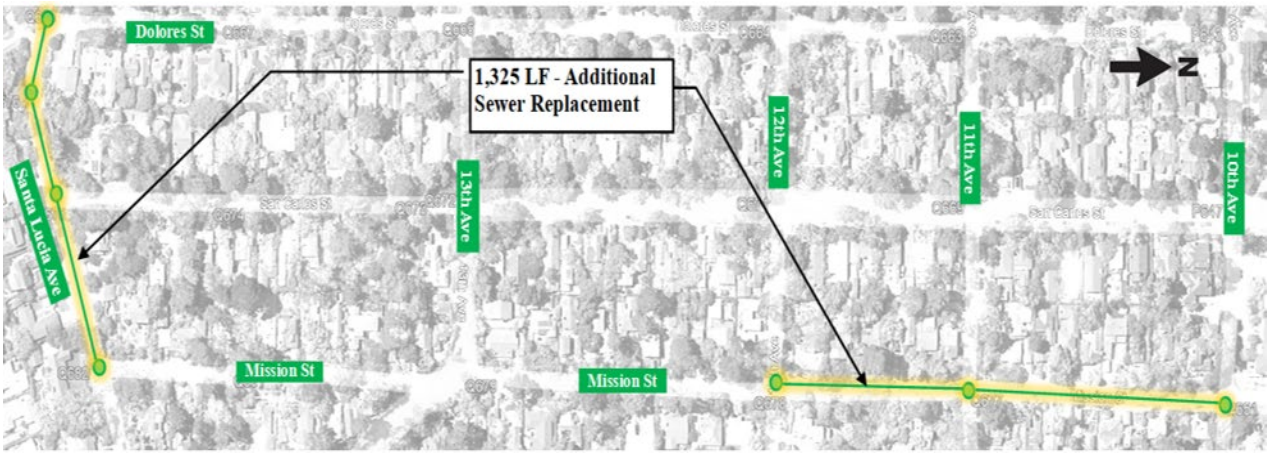
This additional work is within the general scope and purpose of the competitively bid sewer replacement project. A majority of this additional work involves slightly larger 10" diameter pipe so the cost per linear foot is slightly higher than the original project which involved installation of 8" diameter pipe. See below for the "Project Cost Summary Table" and "Extra Pipe Bursting Maps & Additional Work Pricing."

Project Cost Summary Table:

	Linear Feet	Cost	Cost per Linear Foot
Original Project	**8,665**	**$3,197,815**	**$369**
Non-Value Added Change Orders Approved	N/A	$12,445	N/A
Extra Pipe Bursting Approved	4,060	$1,686,863	$415
Requested Additional Extra Pipe Bursting	***1,755***	***$676,009***	***$385***
New Total Contract Limit:	**14,480**	**$5,573,132**	**$385**

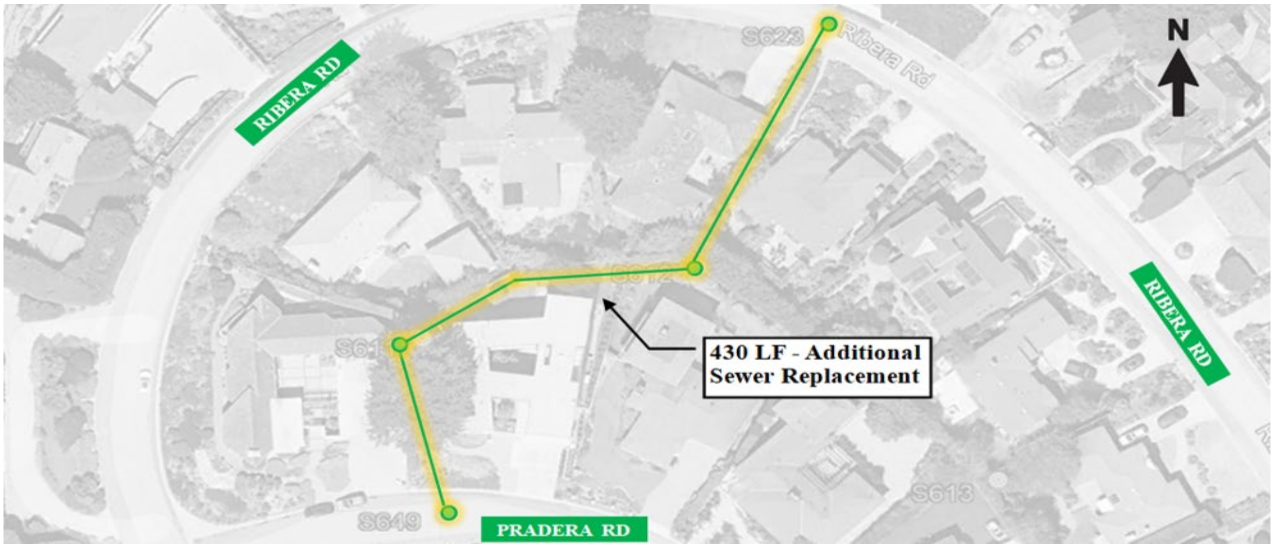
Extra Pipe Bursting Maps & Additional Work Pricing

Santa Lucia Ave and Mission Street Pipe Bursting



Santa Lucia Ave/ Mission St					
#	Bid Item Description	Unit Price	Quantity		Total
1	Project Overheads: crew expenses, Engineering, Insurance, Bonds, mod/demob	$ 30,131.85	1	LS	$ 30,131.85
2	Utility Potholing	$ 6,545.00	1	LS	$ 6,545.00
4	Traffic Control	$ 10,066.12	1	LS	$ 10,066.12
5	Sewer Bypass Plan	$ 534.52	1	LS	$ 534.52
6	Shoring	$ 4,778.62	1	LS	$ 4,778.62
7	10" Pipeburst	$ 235.00	1325	LF	$ 311,375.00
16	Rehab Manhole - Install Liner - Approx 4- 10'	$ 5,835.00	7	EA	$ 40,845.00
21	Reconnect Sewer Lat - Rehab Main	$ 1,250.00	30	EA	$ 37,500.00
	Slurry Seal	$ 24,000.00	1	LS	$ 24,000.00
	Contingency for Utility Conflicts	$ 35,000.00	1	LS	$ 35,000.00
					$ 500,776.11

Ribera Rd (Easement) Pipe Bursting



Ribera Rd (Easement)						
#	Bid Item Description	Unit Price	Quantity		Total	
1	Project Overheads: crew expenses, Engineering, Insurance, Bonds, mod/demob	$ 9,778.64	1	LS	$	9,778.64
2	Utility Potholing	$ 883.46	1	LS	$	883.46
4	Traffic Control	$ 3,266.74	1	LS	$	3,266.74
5	Sewer Bypass Plan	$ 173.47	1	LS	$	173.47
6	Shoring	$ 1,550.80	1	LS	$	1,550.80
7	8" Pipeburst	$ 218.00	430	LF	$	93,740.00
16	Rehab Manhole - Install Liner - Approx 4- 10'	$ 5,835.00	4	EA	$	23,340.00
21	Reconnect Sewer Lat - Rehab Main	$ 1,250.00	6	EA	$	7,500.00
	Contingency for Utility Conflicts	$ 35,000.00	1	LS	$	35,000.00
					$	175,233.10

This work is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c) (Class 2 – Replacement or Reconstruction).

FUNDING

The additional change order allowance for extra pipe bursting pipe replacement work would be funded from existing Capital Reserves.

RESOLUTION NO. 2026-61

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE ADDITIONAL CHANGE ORDERS WITH PACIFIC TRENCHLESS, INC. IN AN AMOUNT NOT TO EXCEED $676,009 (TOTAL OF $2,375,317 IN CHANGE ORDERS) FOR CONSTRUCTION OF ADDITIONAL SEWER REHABILITATION UNDER THE SANTA RITA AND GUADALUPE SEWER REPLACEMENT PROJECT (PROJECT #23-01)

-oOo-

WHEREAS, the construction of the Santa Rita and Guadalupe Sewer Main Replacement Project is underway and progressing smoothly; and

WHEREAS, Pacific Trenchless, Inc. was the lowest bidder for the Santa Rita and Guadalupe Sewer Replacement Project; and

WHEREAS, Pacific Trenchless, Inc. has provided quotes for additional out of scope pipe rehabilitation work that is equivalent to the original unit cost bid included in the original project; and

WHEREAS, this newly identified work remains within the general scope and purpose of the competitively bid sewer replacement project; and

WHEREAS, this work is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c) (Class 2 – Replacement or Reconstruction); and

WHEREAS, the Board of Directions is convinced by the staff report that the additional sewer replacement work is necessary, and the Board of Directors further finds that approval of this resolution furthers the mission of the District to treat wastewater in a cost-effective manner and return clean water to the environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby authorize additional change orders for extra pipe bursting work at Santa Lucia Ave, Mission St, and Ribera Rd with a not to exceed amount of $676,009, with Pacific Trenchless Inc.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30, 2026, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

____
Bob Siegfried, President of the Board

ATTEST:

____
Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Patrick Treanor, District Engineer

Date: July 30th, 2026

Subject: Project #19-03 - Carmel Meadows Sewer Improvements Final Design Services - Kennedy Jenks

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing a Professional Services Agreement Amendment with Kennedy Jenks Consultants for developing Final design engineering for sewer improvements in the Carmel Meadows neighborhood. The final design would be prepared for a not to exceed price of $607,330, bringing the total contract amount with Kennedy Jenks Consultants to date to $996,415.

DISCUSSION

CAWD engaged Kennedy Jenks to work with District staff on supplementary design engineering for sewer improvements on the north end of the Carmel Meadows neighborhood starting in July 2024. Modified design concepts were developed to a preliminary level over two study phase iterations and the concepts were completed in early 2026. The preliminary designs were presented to the CAWD board of directors and interested Carmel Meadows residents on April 21, 2026. The preliminary designs received a favorable response from residents and therefore District staff would like to finalize the design and develop a shovel ready project.

The scope for the final design work includes: new gravity sewer lines to reconfigure the system (including a section of pilot tube bored trenchless installation), a new pump station down the slope from Mariposa Court, a new forcemain discharge pipe from the new pump station to Ribera Rd, and supporting tasks such as surveying, geotechnical, and environmental review. The scope of work also includes architectural renderings of the proposed pump station to support community buy-in and Monterey County planning approval.

FUNDING

The CAWD Collections Capital Budget includes $400,000 in FY26/27 and $500,000 in FY27/28 for the Carmel Meadows Sewer Improvements design efforts.

Attachment:

1. Proposal – Kennedy Jenks Consultants

1 July 2026

Patrick Treanor, P.E.
District Engineer
Carmel Area Wastewater District
3945 Rio Road
Carmel, CA 93922

Subject: **Revised Proposal for Mariposa Lift Station and Sewer Realignment Design**
KJ Project 2468018.00 Amendment 2

Dear Patrick Treanor,

Kennedy/Jenks Consultants, Inc. (KJ) is pleased to submit this proposal to continue providing engineering services to assist Carmel Area Wastewater District (CAWD) with improvements to the Carmel Meadows sewer system, including a new lift station and associated sewer realignment.

Project Overview

In 2025, Kennedy Jenks completed a preliminary design concept for a new sanitary sewer lift station at the end of Mariposa Court, referred to as the Mariposa Lift Station. The new lift station would replace the aging gravity sewer line that has previously experienced sewer system overflows above an environmentally sensitive area. The existing ductile iron gravity sewer serves the residential Carmel Meadows neighborhood, including backyard sewer laterals and flow from Point Lobos Pump Station. The most challenging area to connect to the new lift station, because of the steep topography and limited access for maintenance staff and equipment, includes five properties on Ribera Road. Construction of a new sewer line using trenchless construction from existing SSMH S617 to a new manhole downstream of SSMH S615 would allow CAWD to fully abandon the problematic sections of the existing sewer main. Preliminary evaluations recently conducted by Engeo and Bennett Trenchless Engineers indicate that the proposed improvements are technically feasible, and the local community expressed support for the plan at an April 2026 CAWD Board meeting. The purpose of this amendment proposal is to add scope to fully design the proposed improvements, including support for supplemental CEQA evaluations and obtaining easements.

Additional Scope of Work

The proposed scope of work is organized into the following tasks:

Task 1 – Project Management

KJ will continue to provide project management services to manage project costs, meet the project schedule requirements, collaborate with CAWD on project progress, and maintain effective communication. KJ will establish and maintain a project documentation system to organize and track project costs. KJ will prepare monthly invoices for services and brief monthly status reports for the duration of the project. KJ will maintain a project file, including copies of correspondence, reports, minutes of meetings, and memoranda. This task includes check-in meetings with CAWD, subconsultant management, project coordination, and implementation of quality assurance/quality control (QA/QC) procedures necessary to complete the tasks defined in this scope of work.

Task 1 Assumptions

- Project duration of 12 months
- One amendment kickoff meeting (virtual, 1 hour) attended by 2 KJ staff
- Two project status calls per month (virtual, 30 minutes) attended by KJ project manager
- CAWD will coordinate community outreach, public meetings, and meetings with external stakeholders (state agencies, developers)

Task 1 Deliverables

- Meeting agendas and notes when requested (electronic, email or .docx format)
- Monthly status report (electronic, .pdf format)

Task 2 – Architectural Rendering Updates

KJ will provide iterative design development to support CAWD's desire to incorporate community input on the pump station site near the end of Mariposa Court. KJ will update the conceptual renderings previously created for this project to produce new renderings at the 60% and 90% design phases. For each round, after one round of review and comment by CAWD or other interested parties, KJ will update the renderings.

Task 2 Assumptions

- 2 project meetings (virtual, 1 hour each, attended by 2-3 KJ staff)
- No change in location from prior renderings
- Renderings will be created using Revit and D5 Render
- Architectural concept renderings will be presented in 3D and 2D from multiple angles
- No hardcopy materials such as posters or pamphlets will be prepared
- CAWD will coordinate citizen working group meetings

Task 2 Deliverables

- Two additional rounds of architectural renderings
- 3-5 images per round (electronic, .png or .jpg)
- Link to 3D web viewer

Task 3 – Permitting and Easement Support

KJ's subconsultant Sandis will perform a topographic and boundary survey of the project area. Sandis will prepare a plat exhibit and legal description to support CAWD with obtaining necessary easements. Sandis will also conduct underground utility locating along the proposed force main alignment. Additional details, including assumptions and deliverables, are provided in Attachment A.

KJ's subconsultant WRA, Inc. (WRA) previously supported CAWD with California Environmental Quality Act (CEQA) documentation in the vicinity of the project location. WRA will support CAWD with updated CEQA documentation including preparing an updated Biological Resources Assessment, Wetland Delineation Report, Cultural Resources Assessment, and Initial Study/Mitigated Negative

Declaration (IS/MND). Additional details, including assumptions and deliverables, are provided in Attachment B.

Task 4 – Trenchless and Geotechnical Design Input

To support the design of the proposed improvements, KJ will continue working with subconsultants Bennett Trenchless Engineers (BTE) and Engeo.

KJ's subconsultant Bennett Trenchless Engineers (BTE) will design the proposed trenchless alignment to redirect flow from the 5 houses on Ribera towards the Calle de la Cruz pump station. BTE will provide design calculations, drawing markups, and specifications for the proposed trenchless alignment including staging areas and other key considerations. KJ and BTE will visit the site one time to evaluate the potential construction challenges. Additional detail, including assumptions and deliverables, is provided in Attachment C.

KJ's subconsultant ENGEO will provide geotechnical support for the backyard retaining wall, including slope stability, landslide, setback, and fixity requirements at the top of the trenchless alignment. No additional field investigation will be conducted; recommendations will be based on the 2026 Carmel Meadows Pump Station Technical Memorandum and 2025 Carmel Meadows Pipeline Relocation Geotechnical Data Report previously prepared by ENGEO.

Task 5 –Design Development

KJ will prepare a design package for CAWD to deliver the project as design-bid-build, and will assemble design submittals for CAWD review at the 30%, 60%, 90%, and Final milestones. These submittals will include construction drawings and specifications, and an opinion of probable construction cost (OPCC). A preliminary list of expected drawings is included as Attachment D.

KJ will confirm the design criteria and perform calculations to determine the required sizing of major mechanical and electrical equipment. No basis of design report will be prepared; design decisions will be documented in a design assumptions log and reviewed with CAWD.

Calculations will include electrical load sizing calculations, generator sizing calculations, and gas service sizing calculations. Hydraulic calculations will include:

- Updated wastewater design flow calculations
- Hydraulic calculations for Mariposa Lift Station
  - System Head Curve and Pump Curve
  - Minimum Submergence
  - NPHSA and NPSHR

Drawings will be prepared using AutoCAD format. Drawings will be set up with 22" x 34" format for reduction to half scale 11" x 17" size for submittal and bidding purposes. KJ will also develop responses to comments received from the Owner's review of each deliverable.

KJ will update the OPCC at each design milestone for the Project. KJ will follow the principles and guidelines of the Association for the Advancement of Cost Engineering (AACE) and standard KJ cost estimating procedures. The OPCC will be projected to the midpoint of the construction period and will be organized by facility.

KJ will conduct workshop-type meetings with CAWD at each design milestone to efficiently communicate design concepts and facilitate decisions to keep the project on schedule. They are anticipated to be virtual, have a 2-hour duration, and will be attended by up to 5 KJ staff.

Prior to each deliverable submittal, a quality review of the deliverables will be conducted by senior-level members of KJ's staff with expertise in their respective disciplines.

<u>Task 5 Assumptions</u>

- KJ CAD standard will be used for drawings
- KJ will draft Div 0 for CAWD to finalize
- The Mariposa pump station will be a custom design pump station, not a package pump station
- Two pump station discharge force main lines will be designed with manual isolation valves for operator selection of the desired discharge point. The primary discharge point will be to the Highlands Lift Station force main along Ribera Road; the secondary discharge point will be to a manhole on Meadow Way. Pump sizing will prioritize peak efficiency for the primary discharge point, while remaining within the allowable operating range for the secondary discharge point.
- The lift station pumps will be Flygt N-series non-clog pumps with hard iron impeller and wear ring.
- Bypass suction piping in the wetwell and bypass discharge piping at the valve vault will be provided for hooking up trailer mounted portable self-priming pumps. Bypass lines will have quick disconnects for flexible hose connections
- Hydraulic calculations will be limited to the segment of piping from the new Mariposa Lift station to the Calle La Cruz lift station. CAWD will provide the following information for hydraulic calculations:
    - Min/max flows from the Highlands Lift Station at the proposed point of connection to the existing Highlands Lift Station forcemain.
    - Record drawings of the Highlands Lift Station force main from the proposed point of connection to the Calle La Cruz lift station.
- The backup generator will be fed by natural gas, with a portable generator tap box and manual transfer switch. The generator is expected to supply 120/240 single phase power with preliminary capacity of 25 kW. No load banks will be installed for testing or exercising the generator. No secondary fuel tank such CNG or LP will be provided. CAWD will provide information about natural gas service pressure at the point of connection.
- 20 scale for plan and profile sheets; assume 400 linear feet per sheet.
- No specifications will be drafted at the 30% phase.
- No noise study will be conducted.
- No odor control system for the wetwell or manholes.
- Manholes and wetwell will be precast polymer concrete.
- Force main assumed to be epoxy-lined ductile iron pipe.
- No potable water lines will be routed to the Mariposa lift station site, and there will be no floor drains.

- HVAC will be limited to ventilation only. No heating or cooling system will provided.
- Power for the pump and other equipment will be 1-phase 240 volt or 1-phase 120 volt.
- CAWD desires hardwired fiberoptic or coaxial cable for telemetry, assumed to be available near Mariposa Road and Ribera Drive.
- CAWD's standard integrator will be specified as the integrator for this project. This integrator has executed several past lift station projects for CAWD. This will reduce the effort for instrumentation and control design services. As a result, P&IDs, network architecture, and control panel layout drawings are omitted from the scope of work. Process control descriptions will not be provided.
- Instrumentation details will be provided as part of the electrical details.
- There will be one access road to the upper side of the Mariposa Lift Station. There will not be secondary access road to the lower side of the Mariposa Lift Station. If the contractor needs access to the lower side, then a temporary road will be utilized.
- Electrical design to follow 2019 CAWD – Sanitary Sewer Standard Plans & Specifications Electrical requirements and CA Electrical Code.
- The proposed residential backyard retaining wall is assumed to be within stable slope and stable soil pending geotechnical confirmation, setback, and recommendation. Scope includes concrete retaining wall detailing not to exceed 2'-0" above grade and 5'-0" embedment below grade.
- Retaining walls beyond the Mariposa lift station building rectangular footprint are not anticipated and therefore not included in this scope.
- CAWD will coordinate with utilities including PG&E.

<u>Task 5 Deliverables</u>

- Design assumptions log (PDF) updated at each design phase
- 30% design drawings and OPCC (PDF)
- 60% design drawings, specifications, and OPCC (PDF)
- 90% design drawings, specifications, and OPCC (PDF)
- Final design drawings, specifications, and OPCC (PDF)

Task 6 – Bid Support

KJ will provide bid phase support upon completion of the final design. KJ will attend a pre-bid meeting in person, assumed to be two hours in duration. It is assumed that up to 2 KJ staff will attend the meeting, and that CAWD will be leading the meeting. KJ will review contractors' bids and qualifications if requested by CAWD. KJ will answer contractor questions (up to 2 RFIs) and assist CAWD with the preparation of one addendum if needed during the bidding phase.

Task 6 Assumptions

- The project will only bid once.
- KJ will assist CAWD with technical input for one (1) addendum.
- KJ will assist CAWD with responding to 2 Requests for Information.
- Conformed drawings are not included.

Estimated Schedule

The total duration of the project is predicted to be approximately 12 months. A proposed schedule is provided below, to be updated at the start of the project.

Milestone	Completion Date
Notice to Proceed	August 2026
30% Design	November 2026
60% Design	February 2027
90% Design	May 2027
Permitting and Easement Support	July 2027
100% Design	September 2027
Bid Support	October 2027

Compensation for Consulting Services

Task	KJ	Subconsultants	Total Budget
Task 1 – Project Management	$ 48,500		$ 48,500
Task 2 – Architectural Rendering Updates	$ 34,600		$ 34,600
Task 3 – Permitting and Easement Support	$ 8,980	$ 120,645	$ 129,625
Task 4 –Trenchless and Geotechnical Design Input	$ 4,500	$ 90,105	$ 94,605
Task 5 – Design Development	$ 376,205		$ 376,205
Task 6 – Bid Support	$ 8,795		$ 8,795
Total	**$ 481,580**	**$ 210,750**	**$ 692,330**
Budget available from prior phases (discount)	*$ -80,000*	*$ -5,000*	*$ -85,000*
Total	**$ 401,580**	**$ 205,750**	**$ 607,330**

In accordance with the 2025 Schedule of Charges in Attachment E, and accounting for the funds remaining in 2468018 from prior project phases, we propose an additional budget of $607,330, including subconsultants. A breakdown of our proposed project budget is provided in Attachment F. KJ will manage work hours between tasks and employee classifications, and/or utilize other employee classifications, provided that the project total fee is not exceeded without prior approval.

Proposed Project Team

KJ proposes the following key team members for this project, who will be supported by staff including drafters:

Carmel Area Wastewater District

Principal-In-Charge
Don Ervin, PE

Project Manager
Rachelle Thompson, PE

Project Engineer
Jeremiah McMahon, PE

Technical Support

Sewer Realignment Technical Lead
Ray Lyons, PE

Structural
Faiyaz Mohammed, PE

Electrical
Alvina Phillips, PE

Mechanical
Jeremiah McMahon, PE

Revit/Renderings
Michael Skinner

Architectural
Brittany Mahoney, AIA, LEED GA, CDT

Civil
Amber Brooks, PE

QA/QC
PJ Bourdaniotis, SE, PE, DBIA (Structural)
Zach Devlin, PE (Electrical)
Ryan Ray, PE (Mechanical)
Bill Godette (CAD)
Mark Preston, RA (Architectural)
Sanki Nadarajan, PE (I&C)

Subconsultants

Permitting & CEQA
WRA

Survey, Utility Locating, Easement Support
Sandis

Trenchless Design
Bennett Trenchless Engineers

Geotechnical Support
ENGEO

Standard Conditions

KJ expects that this work will be conducted as an amendment to the existing Agreement for Consultation and/or Other Services dated July 15, 2024.

Authorization

The KJ Team appreciates the opportunity to continue supporting the Carmel Area Wastewater District with this important project. Please feel free to contact Nick Lazarakis at (925) 953-1521 or Rachelle Thompson at (650) 852-2808 should you have any questions.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

Rachelle Thompson, PE
Principal

KENNEDY/JENKS CONSULTANTS, INC.

Nick Lazarakis, PE
Principal

Attachment A: Sandis Scope
Attachment B: WRA Scope
Attachment C: Bennett Trenchless Engineers Scope
Attachment D: Expected Drawing List
Attachment E: Rate Sheet
Attachment F: Fee Spreadsheet

Contact Information

CONTACT
Nick Lazarakis, PE
nicklazarakis@kennedyjenks.com

ADDRESS
2350 Mission College Boulevard
Suite 700, Santa Clara, CA 95054

SANDIS

Revised May 20, 2026
May 15, 2026
Promo No. 726151

Rachelle Thompson
Kennedy Jenks
275 Battery Street, Suite 550
San Francisco, CA 94111
E: rachellethompson@kennedyjenks.com

**RE: CARMEL MEADOWS SEWER REALIGN, LIFT STATION DESIGN
CARMEL, CA**

Dear Rachelle,

We are pleased to submit our revised proposal to provide Surveying services for the above referenced project. Our proposal is based on recent email correspondence.

We propose to provide the following scope of services:

SURVEYING SERVICES

TOPOGRAPHIC & BOUNDARY SURVEY

- Provide field work, office calculations and drafting to produce a topographic survey of the area outlined in the attached exhibit at an appropriate scale to fit on a 24x36 or 30x42 sheet layout. This survey will show the location and sizes of existing trees 6 inches and larger, structures, finish floor elevations, existing grade elevations, walkways, hardscape, fences, adjacent roadways, and visible above ground utilities within the project area. Field measurement of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes and sanitary sewer manholes will be shown along with rim and invert elevations and coordinates of the locations. This will include the next upstream and downstream sanitary sewer and storm drain utilities.
- The location of Underground Utility Paint markings will be shown horizontally and vertically tied to the topographic survey.
- The use of utility block maps from utility companies will be requested and will be utilized and included in the topographic survey. Any utility block maps received from utility companies after the date of the final deliverable of the survey that needs to be included on the survey map is not included and requires an approved Add Service Agreement.
- Elevation spot grades and or the combination of contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Elevations collected by ground surveys will be shown to an accuracy of 0.01' (one hundredth) of a foot.
- Elevations will be tied to the North American Vertical Datum of 1988 (NAVD88) survey benchmark. The horizontal datum will be California State Plan Zone 4, 2011 Realization, Epoch 2010.
- Provide field work, office calculations and drafting to create a boundary survey to determine the location of existing parcel lines based upon available maps and deeds on file in the County public records.
- Prepare a drawing showing plottable easements, boundary lines with length and bearing on each boundary course. Give area in square feet if less than one acre, and in acres (to .001 acre) if over one acre.
- A linked Preliminary Title Report with referenced documents shall be provided by the owner's title company, or one can be ordered at the client's request as a reimbursable expense.

- Pursuant to the Professional Land Surveyors Act (B&P Code 8762), if a material discrepancy is found between the public record and measured dimensions, if a retracement is made of one or more points or lines not shown on any subdivision map, official map or record of survey, or if new monuments are established, a record of survey must be filed with the county surveyor's office. If required, this work will be performed under separate agreement.

LEGAL DESCRIPTION AND PLAT EXHIBIT

- Determine the location of existing parcel lines based upon available maps and deeds. Preliminary Title Reports with referenced documents shall be provided by the owner's title company, or one can be ordered at the client's request as a reimbursable expense.
- Provide a legal description signed by a Professional Land Surveyor (Exhibit "A") for the necessary area to encompass the sanitary sewer facilities crossing the subject parcel; together with a plat (Exhibit "B"), showing the easement configuration as described, in 8-1/2" x 11" format suitable for reproducing and recording.
- Prepare closure calculations of the described easement.
- Provide legal description, plat and closure calculations to the client for submittal to CAWD for approval, we will address comments and resubmit for recording by the client.

UNDERGROUND UTILITY LOCATING SERVICES

UNDERGROUND UTILITY LOCATING

- Provide utility designation to locate, Identify, and mark existing subsurface utilities using standard locating methods and APWA color coded paint, stakes, pin flags, whiskers, or a combination thereof based on site conditions. Standard 24" excavation tolerance zone applies to all delineations for best practices.
- Areas should be clear of debris or obstructions for accurate locating and scanning. Field conditions may affect the thoroughness of our survey and only excavation/potholing will reveal the locations of such utilities. If storm or sewer lines are clogged with debris, it is at the client's discretion and responsibility to have those lines flushed for utility locating to resume.
- Removal of utility marking via power washing or other methods is not included but can be provided as an additional service.

ASSUMPTIONS

- We assume that our plans will be constructed in accordance with industry standards, utilizing a licensed land surveyor for construction layout and staking.
- Our work will be performed using AutoCAD and AutoCAD Civil 3D, MS Word, MS Excel, and Bluebeam. If software is required by the client that is not a part of our standard suite of software including engineering, drafting or accounting software (Textura, MicroStation, etc.), licensing or purchase fees will be charged as a reimbursable.

SANDIS

EXHIBIT A

Carmel Meadows Lift Station and Sewer Replacement Update

Scope of Work and Estimated Cost

PREPARED FOR:

Kennedy Jenks
ATTN: Rachelle S. Thompson, P.E.
550 Camino El Estero, Suite 201
Monterey, CA 93940
RachelleThompson@kennedyjenks.com
May 21, 2026

WRA PROJECT NO.360167

PURPOSE

WRA, Inc. (WRA) is pleased to submit this proposal to provide professional consulting services to Kennedy Jenks (Client) and the Carmel Area Wastewater District (CAWD, Lead Agency). This Scope of Work describes the anticipated level of effort and deliverables required to support biological resources, wetlands, updated cultural resource inventory report, air quality and California Environmental Quality Act (CEQA) compliance for the proposed Carmel Meadows Lift Station Project (Project), located in Monterey County, California and subject to the Monterey County Land Use Plan (LUP). The purpose of the Project is to improve and modernize wastewater infrastructure associated with the existing lift station facilities within the Carmel Meadows area.

It is WRA's understanding that WRA previously prepared biological resources and CEQA documentation for the Project in 2022. Since that time, the Project footprint and proposed improvements have been revised, requiring updates to the environmental analysis and supporting technical documentation. WRA understands that the CAWD will serve as the CEQA Lead Agency for the Project and has determined that preparation of a Supplemental Initial Study/Mitigated Negative Declaration (SIS/MND) is required pursuant to CEQA (CCR Tit. 14, § 15163).

As part of this updated effort, WRA will revise and update the existing Biological Resources Assessment (BRA), prepare an updated Wetland Delineation, and support preparation of CEQA documentation necessary to evaluate potential impacts associated with the revised Project footprint and proposed improvements. The updated environmental analysis will support agency review, permitting, and CEQA compliance for the Project.

WORK PRODUCTS

- Updated Biological Resources Assessment
- Wetland Delineation Report
- Updated Cultural Resources Assessment (ESA)
- Air Quality/GHG Analysis (Baseline)
- Administrative Draft Supplemental IS/MND
- Screencheck Draft Supplemental IS/MND
- Public Review Draft Supplemental IS/MND, Notice of Intent, and Notice of Completion
- Final Supplemental IS/MND, including responses to comments
- Mitigation Monitoring and Reporting Program (MMRP)

SCOPE OF WORK

Task 1: Project Background and Kickoff

WRA will conduct a virtual kick-off meeting with the Client and CAWD to confirm updated Project details, schedule, and CEQA compliance approach associated with the revised Project footprint. The meeting will establish roles and responsibilities, communication protocols, and key assumptions for environmental review and permitting coordination.

As part of this task, WRA will review relevant background information associated with the Project, including environmental documentation and technical studies previously prepared by WRA in 2022, updated engineering plans, and other applicable Project documents. WRA will evaluate changes to the Project footprint and proposed improvements to determine how the revisions may affect the existing environmental analysis and technical studies. If necessary, WRA will submit a Request for Information (RFI) to the Client to obtain additional materials needed to support preparation of the updated CEQA documentation and technical reports.

Task 2: Project Description

Using updated Project plans, drawings, and background information provided by the Client, WRA will prepare an updated Project Description for inclusion in the Supplemental IS/MND. The Project Description will include discussions of the following:

- Regional and local Project location;
- Project objectives and purpose;
- Updated Project elements, construction activities, and operational characteristics; and
- Required agency approvals and regulatory permits associated with the revised Project footprint.

WRA will prepare one draft Project Description for Client and CAWD review and will revise the document based on one round of consolidated comments from the Client and the CAWD.

DELIVERABLES:

- Draft and final CEQA Project Description

Task 3: Updated Biological Resources Assessment (BRA)

WRA will conduct a site visit to make observations on the vegetation and potential wildlife use in areas identified for impacts to update the BRA delivered by WRA in 2021. This update will use all existing current information, previous studies, and published accounts, including the California Natural Diversity Database (CNDDB). The updated BRA will include an updated analysis of potential impacts, significance, and minimization, mitigation, and avoidance measures suitable for incorporation into a CEQA document.

WRA will conduct a new search using the California Department of Fish and Wildlife (CDFW) Natural Diversity Database, the California Native Plant Society database, and the United States Fish and Wildlife Service (USFWS) county list to determine which protected species and/or critical habitat potentially occur in the vicinity of the site. These lists are valid for a period of six months and therefore require an update from the 2021 version. Based on this search, and a review of other CDFW lists and publications, the previously prepared list of potential species will be updated. In addition, available aerial photography, United States Geologic Survey (USGS) maps, and other sources will be reviewed for the potential location of wetland, riparian, oak woodland, or other sensitive species in the area.

WRA will prepare a technical report on biological resources which will discuss the results of the literature search and field reconnaissance. The report will provide information on the known or potential use of the site by any sensitive species. Potential use will be ranked as low, moderate, or high depending upon the suitability of the habitat or proximity of any known records uncovered in the database search. If any sensitive species are observed, they will be reported in the findings. Any wetlands, streams, or ponds observed will be indicated on the map accompanying the report. Riparian areas or other sensitive habitats areas will also be described and mapped.

DELIVERABLES:

- Updated BRA

Task 4: Wetland Delineation

A delineation of aquatic resources will be conducted at the Project site based on three definitions, where necessary: that used by the U.S. Army Corps of Engineers (USACE) in determining the extent of jurisdiction under the Clean Water Act, that used by the Central Valley Regional Water Quality Control Board (RWQCB) in determining their jurisdiction as defined by the State Wetland Policy, and that used by the County of Monterey to determine the extent of wetlands subject to the Coastal Act.

WRA will conduct the necessary field studies and prepare data reports in a format that conforms to the methodology as specified in the 1987 Corps Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valley, and Coast Region

(USACE 2010). WRA will utilize the standard data reporting forms and report format preferred by the USACE San Francisco District. WRA will map potential areas meeting USACE wetland criteria and subsequently map all those areas meeting any one criterion used by the Coastal Commission and/or the County of Monterey General Plan, where necessary.

Based on the field data collected, WRA will prepare a single combined report that discusses the wetland delineation under both the Clean Water Act, State Wetland Policy, and the Coastal Act. The report will contain a description of the study area, a description of the methodologies used, and a discussion of results. The report may include separate delineation maps for each wetland definition.

Some areas that meet the technical criteria for wetlands may not be jurisdictional under the Clean Water Act. These areas include, but are not limited to, settling basins, wetlands formed as a result of irrigation, and/or drainage ditches dug on uplands. If such areas are present on the site, WRA will discuss these exclusions in the report and will not include these areas as jurisdictional areas. There are a few exclusions under the Coastal Act; however, for any agricultural ponds or other man-made features, a discussion will be given on the extent, if any of the wetlands that may be excluded from jurisdiction.

Once approved for submittal, WRA will submit the delineation report and data into the USACE Regulatory Request System (RRS) with a request for jurisdictional determination. If the USACE requests a site visit to complete a field verification of the delineation, WRA will attend the site visit and discuss its findings with USACE staff.

A final map will be prepared following the verification site inspection to reflect any modifications agreed to in the field. In some cases, additional information will be requested by the USACE or may be needed to justify specific circumstances related to the site. WRA has included time to address minor edits to the submitted data. However, work to address significant changes is not included in this scope of work or budget estimate.

DELIVERABLES:

- Wetland Delineation Report

Task 5: Update Cultural Resource Inventory Report (ESA)

To support CEQA documentation, Environmental Science Associates (ESA) will complete an updated Cultural Resource Inventory Report for the Project site. ESA will conduct a records search update, pedestrian survey of the revised Project Area, and revise the maps and text of the 2021 report. An updated records search will be performed at or requested from the Northwest Information Center (NWIC) of the California Historical Resources Information System in Rohnert Park, California. This records search will include the revised Project Area and a 0.25-mile buffer.

As part of the records search, ESA will contact the Native American Heritage Commission (NAHC) to request an updated review of the Sacred Lands File (SLF) search and a new list of tribal contacts for the Project Area.

An ESA archaeologist will conduct a pedestrian field survey of the revised Project Area to identify cultural resources and document current site conditions. ESA assumes that no new cultural resources will be identified during the pedestrian survey and assumes that the Historic-era Raised Pipeline documented and evaluated in the 2021 cultural report is in a similar condition to the 2021 recording. Therefore, ESA assumes that no new site record forms are needed.

DELIVERABLES:

- Cultural Resources Inventory Report

Task 6: Air Quality (Baseline)

To support CEQA documentation, Baseline Environmental Consulting (Baseline) will complete an Air Quality Technical Study for the Project site. Baseline will complete the following tasks:

- Prepare a technical memorandum to evaluate the proposed project's potential air quality impacts, in support of updating the Air Quality Section of the 2022 ISMND. Based on preliminary review of the proposed project, the primary air quality concerns will likely be related to the net increase in criteria air pollutant emissions during construction.
- Assess air quality impacts based on the Monterey Bay Air Resources District's (MBARD) CEQA Guidelines. The net emissions of criteria air pollutants during project construction will be estimated using the most current version of the California Emissions Estimator Model (CalEEMod). Baseline assumes that operation of the project would not introduce new sources of criteria air pollutants emissions or result in a substantial net increase in vehicle trips.
- The project would emit diesel particulate matter (DPM), a type of toxic air contaminant, from the use of diesel-powered equipment for project construction. Sensitive receptors near the project site include residences located along the project alignment. Since project construction would not last for more than 2 months in total, the construction health risk impacts will be discussed qualitatively.
- Prepare mitigation measures, as needed, to reduce any potentially significant air quality impacts to less-than-significant levels. Baseline assumes that CAWD and/or WRA will provide information on the existing conditions, construction schedule, off-road construction equipment activity, and construction vehicle trips. Baseline assumes there will be up to one round of review from CAWD or WRA and one virtual meeting or phone call to discuss the results.

DELIVERABLES:

- Air Quality Technical Study

Task 7: AB52 Support (Optional)

If necessary, WRA will provide AB 52 tribal consultation support and this task will support the lead agency's compliance with CEQA tribal consultation requirements under Public Resources Code Section 21080.3.1 and related AB 52 provisions.

WRA can prepare draft AB 52 notification letters for review and use by the Lead Agency. The letters will describe the proposed Project, identify the Project location, and invite traditionally and culturally affiliated California Native American tribes to request consultation within the required timeframe.

If consultation is requested, WRA will support the lead agency by preparing meeting materials, participating in up to one consultation meeting, documenting tribal comments and recommendations, and assisting with follow-up coordination. WRA will summarize the results of AB 52 outreach and consultation for inclusion in the CEQA document. If tribal cultural resources concerns are identified, WRA will help develop appropriate avoidance, minimization, or mitigation measures, as needed.

Optional DELIVERABLES:

- Draft AB 52 Letters
- Tribal consultation coordinator support

Task 8: Admin Draft Supplemental IS/MND

WRA will prepare an Administrative Draft Supplemental IS/MND for the Project consistent with CEQA Guidelines Appendix G. The Supplemental IS/MND will incorporate the finalized Project Description and updated technical studies prepared for the Project, including the updated Biological Resources Assessment and Wetland Delineation, Cultural Resource Inventory Report, Air Quality Report and other technical studies.

WRA will utilize existing environmental documentation and background materials to the greatest extent feasible while updating the environmental analysis to reflect the revised Project footprint and current regulatory conditions. The Supplemental IS/MND will evaluate potential environmental impacts associated with the revised Project and identify mitigation measures, where necessary, to reduce impacts to less-than-significant levels.

WRA will submit Supplemental Administrative Draft IS/MND to the Client and CAWD for review and will revise the document based on one round of consolidated comments.

DELIVERABLES:

- Administrative Draft Supplemental IS/MND

Task 9: Screencheck Draft Supplemental IS/MND

WRA will address and respond to one consolidated set of Client and CAWD comments on the Supplemental Administrative Draft IS/MND and prepare Screen Draft IS/MND for Client review.

DELIVERABLES:

- Screencheck Draft Supplemental IS/MND

Task 10: Public Review Draft Supplemental IS/MND and CEQA Notices

WRA will prepare the Public Review Draft Supplemental IS/MND following incorporation of Client and CAWD comments on the Screencheck Draft Supplemental IS/MND. Upon Client and CAWD approval, WRA will prepare electronic files suitable for public circulation during the CEQA public review period.

WRA will also prepare the required CEQA noticing materials, including the Notice of Intent (NOI) and Notice of Completion (NOC). WRA will coordinate filing of the Supplemental IS/MND and notices with the State Clearinghouse and Monterey County, as applicable. This scope assumes that the Client will be responsible for public distribution and posting requirements associated with CEQA noticing.

DELIVERABLES:

- Public Review Draft Supplemental IS/MND
- Notice of Intent (NOI)
- Notice of Completion (NOC)

Task 11: Final Supplemental IS/MND

Following completion of the public review period, WRA will prepare responses to comments received on the Draft Supplemental IS/MND and incorporate revisions into the Final Supplemental IS/MND. WRA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) and Notice of Determination (NOD) for the Project. This scope assumes responses to up to fifteen distinct comments received during the public review period. Additional comments or substantial revisions beyond this assumption may require additional budget authorization.

DELIVERABLES:

- Final Supplemental IS/MND, including responses to comments and MMRP
- Notice of Determination (NOD)

Task 12: Project Management and Coordination

WRA will provide overall Project management and coordination throughout the duration of the Project. This task includes routine communication with the Client and CAWD, schedule tracking, internal coordination, and participation in up to four virtual progress meetings. WRA will also attend one public hearing or Project meeting associated with CEQA review of the Supplemental IS/MND, if requested by the Client and/or CAWD.

SCHEDULE

WRA will complete the tasks summarized in Table 1. Task durations and scheduled months are based on the Project schedule and assume timely delivery of Client and CAWD review comments.

Table 1. Project Schedule

Task	Duration	Schedule (2026)
1. Project Background and Kickoff	1 week	June
2. Project Description	2 weeks	June
3. Updated Biological Resources Assessment	4 weeks	June–July
4. Wetland Delineation Report	5 weeks	June–July

Task	Duration	Schedule (2026)
5. Updated Cultural Resource Inventory Report (ESA)	4 weeks	June–July
6. Air Quality (Baseline)	2 weeks	July
7. AB 52 Support (Optional)	6–8 weeks (concurrent)	June–August
8. Administrative Draft Supplemental IS/MND	4 weeks after receipt of all background technical reports	July–August
9. Screencheck Draft Supplemental IS/MND	1 week	September
10. Public Review Draft Supplemental IS/MND and CEQA Notices	1 week	September
11. Final Supplemental IS/MND	3 weeks	October–November
12. Project Management and Coordination	Ongoing	June–November

STAFFING

Crystal Mainolfi will be the principal in charge of the project. Liv Niederer will be the project manager. Other staff will be assigned to the project as necessary.

ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- Client can provide the project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- Any previous environmental reports for the project supplied to Client or the project owner will be provided to WRA.
- Any previous correspondence between Client or the project owner and government agencies that relates to WRA's proposed work will be provided to WRA.
- Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and data obtained may not be accurate or applicable in subsequent years.
- WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities, which are outside of WRA's control.

BENNETT
trenchless engineers

950 Glenn Drive, Suite 115
Folsom, CA 95630
Phone: 916-294-0095
Fax: 916-294-0098

May 19, 2026

Rachelle Thompson, P.E.
Kennedy Jenks
2350 Mission College Boulevard
Suite 700
Santa Clara, CA 95054

Subject: Proposed Scope and Fee for Trenchless Design Services for the Carmel Area Wastewater District - Carmel Meadows Sewer Improvements Project Final Design

Ms. Thompson,

Bennett Trenchless Engineers (BTE) is pleased to offer the following trenchless design services to Kennedy Jenks (KJ) for the Carmel Area Wastewater District (CAWD) - Carmel Meadows Sewer Improvements Project (Project) Final Design.

The proposed trenchless design will be incorporated into the overall Project designed by KJ, which includes pump station and pipeline improvements to the wastewater system serving a portion of the Carmel Meadows neighborhood in Carmel, CA. BTE's proposal is based on providing trenchless design services to support 30%, 60% 90% and 100% design document submittals as well as limited bid period services. The trenchless work effort currently includes design of approximately 350 feet of 4-inch diameter sewer installed by pilot tube, as described in the Trenchless Alternatives Analysis prepared for the Project by BTE in January 2025 as part of preliminary design.

Scope of Services

BTE proposes the scope of services described below and the associated fee included at the end of the document to complete the trenchless design for this project.

Task 1 Project Management

Subtask 1.1 Project Administration

Internally manage project work to ensure meeting deadlines within budget, including issuing monthly invoices as needed over the duration of project.

Subtask 1.2 Project Meetings

Attend up to twenty-four (24) biweekly design team coordination meetings between May 2026 and June 2027 and up to two (2) client meetings to address general coordination, project milestones, and receive design review comments.

Subtask 1.3 Quality Assurance and Technical Review

Provide senior staff review of all deliverables for quality and accuracy prior to submittal. Provide documentation of review for project QA/QC plan.

Task 1 Assumptions

- Trenchless services will be required intermittently throughout the duration of the final design, estimated to begin May 2026 and end in June 2027.
- All meetings will be held virtually over Microsoft Teams, Zoom, or similar platforms. No in-person attendance will be required.
- Biweekly coordination meetings will be approximately 30 minutes in duration.
- Formal QA/QC review will be required prior to each design submittal.
- If required by Client, Project QA/QC form templates will be provided by the prime consultant.

Task 1 Deliverables

- Up to fourteen (14) monthly invoices
- Meeting materials related to trenchless work
- Documentation of QA review in the form of pdf mark-ups, comment log, and/or Microsoft Word documents in track changes for trenchless design documents, as needed

Task 2 30% Design

Subtask 2.1 30% Trenchless Drawing Markups

BTE will provide pdf markups to base drawings prepared by KJ. Markups will lay out recommended trenchless crossing and work areas based on the design recommendations provided in the Trenchless Alternatives Analysis and review comments provided by CAWD.

Subtask 2.2 30% Cost Estimate and Construction Schedule

BTE will prepare a 30% cost estimate for trenchless construction for inclusion in the engineer's estimate of the probable construction cost. BTE will prepare the 30% construction schedule for trenchless construction to be incorporated into the overall project construction schedule.

Task 2 Assumptions

- BTE will provide trenchless drawing information in the form of Bluebeam markups of design drawings provided by KJ. KJ will be responsible for drafting all markups and providing pdf versions of drawings to BTE for backchecking prior to submittal of 30% design to Client.
- Initial markups of trenchless work will be provided a minimum of two (2) weeks after receipt of base drawings.
- Project specific document templates for project costs and schedule, if required, will be developed and provided by KJ.

Task 2 Deliverables

- Trenchless design mark-ups of 30% design drawings in pdf format.
- 30% Trenchless Cost and Schedule Estimate.

Task 3 60% Design

Subtask 3.1 60% Trenchless Specification TOC and Design Assumptions Log

BTE will provide a list of specification sections required for the trenchless work to be included in the Project Specification Table of Contents (TOC). BTE will document all assumptions governing the trenchless work in a Design Assumptions Log. The log will be updated as the design progresses and provided with each submittal starting at the 60% Design.

Subtask 3.2 60% Trenchless Drawing Edits

BTE will incorporate 30% design review comments, CEQA updates, and field survey into 60% trenchless design. BTE will update design calculations as needed and document any revised assumptions. BTE will provide pdf markups of the 60% design drawings to KJ for drafting.

Subtask 3.3 60% Cost Estimate and Construction Schedule

BTE will update the cost estimate and schedule for trenchless construction to reflect the 60% design.

Task 3 Assumptions

- KJ will provide all relevant Client and agency review comments on the 30% design prior to BTE initiating work on 60% design.
- KJ will provide field survey information verifying existing ground surfaces along the proposed trenchless alignment and work areas as well as inverts of existing sewer inverts in the vicinity of and impacted by trenchless construction.
- Initial markups of trenchless work will be provided a minimum of four (4) weeks after receipt of base drawings.
- KJ will be responsible for drafting all markups and providing pdf versions of drawings to BTE for backchecking prior to submittal of 60% design to Client.
- Project specific document templates for project costs and schedule, if required, will be developed and provided by KJ.

Task 3 Deliverables

- List of trenchless specification sections for inclusion in the Specification TOC.
- Design Assumptions Log reflecting 60% Design.
- Trenchless design mark-ups of 60% design drawings in pdf format.
- 60% Cost and Schedule Estimate.

Task 4 90% Design

Subtask 4.1 90% Trenchless Specifications

BTE will develop 90% Trenchless Technical Specifications, including but not limited to sections addressing: pilot tube installation, carrier pipe, annular space grouting, and settlement monitoring.

Subtask 4.2 90% Trenchless Drawing Edits

BTE will incorporate 60% design review comments into 90% . BTE will provide pdf markups of the 90% design drawings to KJ for drafting.

Subtask 4.3 90% Design Assumptions Log

BTE will update the Design Assumptions Log to reflect the 90% design.

Task 3 Assumptions

- KJ will provide all relevant Client and agency review comments on the 60% design to be incorporated into the 90% design.
- KJ will provide a copy of the full Specification TOC for reference in developing trenchless specifications.
- Project specific document template for technical specification sections will be developed and provided by KJ.
- 90% trenchless specifications will be provided a minimum of four (4) weeks after receipt of the 60% review comments.
- 90% markups of trenchless work will be provided a minimum of two (2) weeks after receipt of 60% review comments.
- KJ will be responsible for drafting all markups and providing pdf versions of drawings to BTE for backchecking prior to submittal of 90% design to Client.
- Updates will not be provided for the trenchless cost and schedule documents as no significant changes are expected between 60% and 90% design.

Task 3 Deliverables

- 90% Trenchless Specification Sections.
- Trenchless design mark-ups of 90% design drawings in pdf format.
- Design Assumptions Log reflecting 90% Design.

Task 5 100% Design

Subtask 5.1 100% Trenchless Specifications

BTE will incorporate 90% design review comments into the 100% Trenchless Technical Specifications.

Subtask 5.2 100% Trenchless Drawing Edits

BTE will incorporate 90% of design review comments into 100% Trenchless Drawings. BTE will provide pdf markups of the 100% design drawings to KJ for drafting.

Subtask 5.3 100% Cost Estimate and Construction Schedule

BTE will update the cost estimate and schedule for trenchless construction to reflect the 100% design.

Subtask 5.4 100% Design Assumptions Log

BTE will update the Design Assumptions Log to reflect the 100% design.

Task 3 Assumptions

- KJ will provide all relevant client and agency review comments on the 90% design to be incorporated into the 100% design.
- KJ will provide copies of specification sections related to general pipeline construction and excavation, as needed, for use in cross-referencing related work.
- 100% trenchless specifications will be provided a minimum of four (4) weeks after receipt of the 90% review comments.
- Initial markups of trenchless work will be provided a minimum of two (2) weeks after receipt of 90% review comments.
- KJ will be responsible for drafting all markups and providing pdf versions of drawings to BTE for backchecking prior to submittal of 100% design to Client.

Task 3 Deliverables

- 100% Trenchless Specification Sections
- Trenchless design mark-ups of 100% design drawings in pdf format
- 100% Trenchless Cost and Schedule Estimate
- Design Assumptions Log reflecting 100% Design

Task 6 Bid Services

Subtask 6.1 Pre-Bid Meeting

Assist in preparation for and attend Pre-Bid Meeting and site walk of trenchless work. Provide agenda input for meeting with regards to trenchless construction.

Subtask 6.2 Respond to RFIs

Review and provide responses for up to three (3) Requests for Information (RFIs) related to trenchless work. Provide drawing mark-ups as needed to address clarifications.

Task 6 Assumptions

- Pre-bid meeting and site walk will require in-person attendance by one person from BTE and will incur associated travel expenses.
- JK will be responsible for issuing and bid addenda related to RFI responses.

Task 6 Deliverables

- Pre-bid meeting materials related to trenchless construction
- RFI responses and associated clarification materials

Attachment D

Anticipated Drawing Matrix	30%	60%	90%	Final
GENERAL DRAWINGS				
G-001 - COVER, LOCATION AND VICINITY MAPS	S	F	F	F
G-002 - DRAWING INDEX	D	S	F	F
G-003 - GENERAL ABBREVIATIONS, NOTES AND LEGEND	D	S	F	F
G-004 - GENERAL EQUIPMENT DESIGNATIONS AND PROCESS IDENTIFICATION CODES	D	S	F	F
G-005 - GENERAL PROCESS SYMBOLS	D	S	F	F
G-006 - DESIGN CRITERIA	D	S	F	F
DEMOLITION DRAWINGS				
D-101 - MARIPOSA LIFT STATION AND ACCESS ROAD EXISTING CONDITIONS AND DEMOLITION PLAN	D	S	F	F
D-102 - RIBERA ROAD SS GRAVITY PIPELINE EXISTING CONDITIONS AND DEMOLITION PLAN	D	S	F	F
D-103 - RIBERA ROAD SS DIRECTIONAL DRILL PIPELINE EXISTING CONDITIONS AND DEMOLITION PLAN	D	S	F	F
CIVIL DRAWINGS				
C-001 - CIVIL ABBREVIATIONS AND NOTES	D	S	F	F
C-002 - CIVIL LEGEND	D	S	F	F
C-003 - OVERALL SITE PLAN	D	S	F	F
C-004 - CIVIL STANDARD DETAILS I		D	S	F
C-101 - MARIPOSA LIFT STATION HORIZONTAL CONTROL AND PAVING PLAN	D	S	F	F
C-201 - MARIPOSA LIFT STATION GRADING AND DRAINAGE PLAN	D	S	F	F
C-301 - MARIPOSA LIFT STATION YARD PIPING PLAN	D	D	S	F
C-351 - MARIPOSA DRIVE SS FORCEMAIN PIPELINE PLAN AND PROFILE	D	D	S	F
C-352 - RIBERA ROAD SS GRAVITY PIPELINE PLAN AND PROFILE	D	D	S	F
C-353 - RIBERA ROAD SS DIRECTIONAL DRILL PIPELINE PLAN AND PROFILE	D	D	S	F
C-501 - CIVIL PROJECT DETAILS - I		D	S	F
STRUCTURAL DRAWINGS				
S-001 STRUCTURAL GENERAL NOTES AND ABBREVIATIONS	D	S	F	F
S-002 STRUCTURAL SPECIAL INSPECTION AND TESTING NOTES	D	S	F	F
S-003 STRUCTURAL STANDARD DETAILS - I		D	S	F
S-004 STRUCTURAL STANDARD DETAILS - II		D	S	F
S-101 MARIPOSA LIFT STATION FOUNDATION AND ROOF PLAN	D	S	F	F
S-102 MARIPOSAL LIFT STATION SECTIONS AND DETAILS	D	D	S	F
S-103 RETAINING WALL PLAN AND SECTION	D	D	S	F
ARCHITECTURAL DRAWINGS				
A-001 CODE SUMMARY, SCHEDULES, AND NOTES	D	S	F	F
A-002 ARCHITECTURAL DETAILS - I		D	S	F
A-101 MARIPOSA LIFT STATION FLOOR AND ROOF PLANS	D	S	F	F
A-102 MARIPOSA LIFT STATION EXTERIOR ELEVATIONS	D	S	F	F
A-103 MARIPOSA LIFT STATION BUILDING SECTIONS	D	S	F	F
MECHANICAL DRAWINGS				
M-001 ABBREVIATIONS AND NOTES	D	S	F	F
M-101 MARIPOSA LIFT STATION PLAN AND SECTIONS	D	S	F	F
M-501 MECHANICAL PROJECT DETAILS		D	S	F
ELECTRICAL DRAWINGS				
E-001 ABBREVIATIONS AND NOTES	D	S	F	F
E-002 ELECTRICAL LEGEND - I	D	S	F	F
E-003 ELECTRICAL LEGEND - II	D	S	F	F
E-004 ELECTRICAL STANDARD DETAILS - I		D	S	F
E-010 OVERALL ELECTRICAL SITE PLAN	D	S	F	F
E-020 SINGLE LINE DIAGRAM AND EQUIPMENT ELEVATIONS	D	S	F	F
E-030 ELECTRICAL SCHEDULES (PANELBOARD AND LUMINAIRE)		D	S	F
E-040 CONDUIT BLOCK DIAGRAM AND CONDUIT/CABLE SCHEDULE		D	S	F
E-100 MARIPOSA LIFT STATION BUILDING POWER AND GROUNDING		D	S	F
D= Draft, S = Substantially Complete, F = Final				

Client/Address: Carmel Area Wastewater District
3945 Rio Rd
Carmel CA 93923

Contract/Proposal Date: Mariposa Lift Station and Sewer Realignment June 2026

Schedule of Charges

January 1, 2025

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	$165
Engineer-Scientist-Specialist 2	$195
Engineer-Scientist-Specialist 3	$220
Engineer-Scientist-Specialist 4	$240
Engineer-Scientist-Specialist 5	$265
Engineer-Scientist-Specialist 6	$285
Engineer-Scientist-Specialist 7	$310
Engineer-Scientist-Specialist 8	$330
Engineer-Scientist-Specialist 9	$350
Senior CAD-Designer	$200
CAD-Designer	$190
Senior CAD-Technician	$180
CAD-Technician	$160
Project Assistant	$145
Administrative Assistant	$135

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2026 through December 31, 2026. After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

Kennedy Jenks

Proposal Fee Estimate

CLIENT Name: Carmel Area Wastewater District

PROJECT Description: Carmel Meadows Mariposa Lift Station Design and Sewer Realignment

Proposal/Job Number: Amendment 2 to 2468018 **Date:** 6/30/2026

January 1, 2025 Rates / Classification:	PM Eng-Sci-6 Rachelle Thompson	PIC Eng-Sci-8 Don Ervin	Elec QC Eng-Sci-8 Zach Devlin	Struct QC Eng-Sci-8 PJ Bourdanitois	Arch QC Eng-Sci-7 Mark Preston	Civil Eng-Sci-7 Ray Lyons	Mech Eng-Sci-7 Jeremiah McMahon	Elect Eng-Sci-6 Alvina Phillips	Arch Eng-Sci-6 Brittany Mahoney	I&C QC Eng-Sci-8 Sanki Nadarajan	Structural Eng-Sci-5 Faiyaz Mohammed	I&C Eng-Sci-6 Andrew Gudal	Civil Eng-Sci-5 Amber Brooks	Staff Eng-Sci-3	CAD QC Sr CAD - Designer Bill Godette	CAD Sr CAD - Technician	Revit Revit Process Mech/Rendering Michael Skinner	Graphics Eng-Sci-5 Jeff Crerie	Graphics Eng-Sci-2 Lysander Caceres	Cost Cost Estimator Janet Hoffman	PA Project Assistant Tegan Boland	Total Hours
Hourly Rate:	$285	$330	$330	$330	$310	$310	$310	$285	$285	$330	$265	$285	$265	$220	$310	$180	$240	$265	$195	$285	$145	Hours
Task 1 - Project Management (PM)																						
01 PM - Project Initiation and Closeout	6	2	0	0	2	2	3	0	0	0	0	0	0	0	4	0	0	0	0	0	4	23
02 PM - Monitoring and Reporting	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	60
03 PM - Project Progress Meetings	36	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
04 PM - QA/QC - Milestone Reviews	2	26	0	0	0	0	5	0	0	0	0	0	0	0	8	0	0	0	0	0	0	41
Task 1 - Subtotal	80	28	0	0	2	2	24	0	0	0	0	0	0	0	12	0	0	0	0	0	28	176
Task 2 - Architectural Renderings (AR)																						
01 AR - Project Meetings	2	2	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	12
02 AR - Project Renderings	2	2	0	0	4	0	0	0	24	0	0	0	0	0	0	0	16	32	48	0	0	128
Task 2 - Subtotal	4	4	0	0	8	0	0	0	28	0	0	0	0	0	0	0	16	32	48	0	0	140
Task 3 - Permitting & Environmental Support (PER)																						
01 PER - Environmental Permitting Coordination	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	24
Subconsultants																						0
02 PER - Easement Support	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Subconsultants																						0
Task 3 - Subtotal	16	0	0	0	0	4	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	32
Task 4 - Trenchless & Geotechnical Design Input (GEO)																						
01 GEO - Geotechnical Support	4	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	8
Subconsultants																						0
02 GEO - Trenchless Design Input	0	0	0	0	0	4	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	8
Subconsultants																						0
Task 4 - Subtotal	4	0	0	0	0	4	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	16
Task 5 - Final Design (FD)																						
01 FD - 30% Design	9	3	5	11	6	18	40	23	22	1	33	5	27	28	0	83	6	0	0	8	0	328
02 FD - 60% Design	9	3	7	16	9	27	53	36	34	2	51	15	43	45	0	133	10	0	0	8	0	501
03 FD - 90% Design	9	3	7	17	8	27	61	31	28	2	76	9	38	28	0	83	6	0	0	8	0	441
04 FD - 100% Design	9	3	3	7	4	10	29	11	11	1	21	4	13	12	0	35	3	0	0	8	0	184
Task 5 - Subtotal	36	12	22	51	27	82	183	101	95	6	181	33	121	113	0	334	25	0	0	32	0	1454
Task 6 - Bid Services (BID)																						
01 BID - Pre-Bid Meeting	2	2																				4
02 BID - Bidder Questions	2	2				2	2															8
03 BID - Prepare Addenda	0	2	0	0	0	4	4	0	0	0	0	0	0	0	0	4	0	0	0	0	0	14
04 BID - Bid Review	1	1				1	1															4
Task 6 - Subtotal	5	7	0	0	0	7	7	0	0	0	0	0	0	0	0	4	0	0	0	0	0	30
All Phases Total	**145**	**51**	**22**	**51**	**37**	**99**	**214**	**101**	**123**	**6**	**181**	**33**	**141**	**113**	**12**	**338**	**41**	**32**	**48**	**32**	**28**	**1848**

Classification:	KJ Labor Fees	Sub Sandis Fees	Sub WRA Fees	Sub BTE Fees	Sub ENGEO Fees	KJ Sub-Markup 5%	Total Labor	Total Subs	Total Labor + Subs + Expenses Fees
Task 1 - Project Management (PM)									
01 PM - Project Initiation and Closeout	$6,360					$0	$6,360	$0	$6,360
02 PM - Monitoring and Reporting	$13,740					$0	$13,740	$0	$13,740
03 PM - Project Progress Meetings	$15,220					$0	$15,220	$0	$15,220
04 PM - QA/QC - Milestone Reviews	$13,180					$0	$13,180	$0	$13,180
						$0			
Task 1 - Subtotal	$48,500	$0	$0	$0	$0	$0	$48,500	$0	$48,500
Task 2 - Architectural Renderings (AR)									
01 AR - Project Meetings	$3,610					$0	$3,610	$0	$3,610
02 AR - Project Renderings	$30,990					$0	$30,990	$0	$30,990
Task 2 - Subtotal	$34,600	$0	$0	$0	$0	$0	$34,600	$0	$34,600
Task 3 - Permitting & Environmental Support (PER)									
01 PER - Environmental Permitting Coordination	$6,600					$3,370	$6,600		$77,370
Subconsultants	$0		$67,400			$3,370	$0	$70,770	$70,770
02 PER - Easement Support	$2,380					$2,375	$2,380		$52,255
Subconsultants	$0	$47,500				$2,375	$0	$49,875	$49,875
Task 3 - Subtotal	$8,980	$47,500	$67,400	$0	$0	$5,745	$8,980	$120,645	$129,625
Task 4 - Trenchless & Geotechnical Design Input (GEO)									
01 GEO - Geotechnical Support	$2,200					$0	$2,200		$7,450
Subconsultants	$0				$5,000	$250	$0	$5,250	$5,250
02 GEO - Trenchless Design Input	$2,300					$0	$2,300		$87,155
Subconsultants	$0			$80,814		$4,041	$0	$84,855	$84,855
Task 4 - Subtotal	$4,500	$0	$0	$80,814	$5,000	$4,291	$4,500	$90,105	$94,605
Task 5 - Final Design (FD)									
01 FD - 30% Design	$83,975					$0	$83,975	$0	$83,975
02 FD - 60% Design	$127,050					$0	$127,050	$0	$127,050
03 FD - 90% Design	$116,305					$0	$116,305	$0	$116,305
04 FD - 100% Design	$48,875					$0	$48,875	$0	$48,875
Task 5 - Subtotal	$376,205	$0	$0	$0	$0	$0	$376,205	$0	$376,205
Task 6 - Bid Services (BID)									
01 BID - Pre-Bid Meeting	$1,230					$0	$1,230	$0	$1,230
02 BID - Bidder Questions	$2,470					$0	$2,470	$0	$2,470
03 BID - Prepare Addenda	$3,860					$0	$3,860	$0	$3,860
04 BID - Bid Review	$1,235					$0	$1,235	$0	$1,235
Task 6 - Subtotal	$8,795	$0	$0	$0	$0	$0	$8,795	$0	$8,795
All Phases Total	**$481,580**	**$47,500**	**$67,400**	**$80,814**	**$5,000**	**$10,036**	**$481,580**	**$210,750**	**$692,330**

RESOLUTION NO. 2026-62

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH KENNEDY JENKS CONSULTANTS IN AN AMOUNT NOT TO EXCEED $607,330 FOR FINAL DESIGN SERVICES FOR CARMEL MEADOWS SEWER IMPROVEMENTS (PROJECT #19-03)

-oOo-

WHEREAS, engineering design work is necessary to further plans for sewer improvements at the north end of the Carmel Meadows neighborhood; and

WHEREAS, the supplemental design work conducted by Kennedy Jenks thus far was presented to the CAWD board of directors and residents of Carmel Meadows in April 2026; and

WHEREAS, Kennedy Jenks Consultants has submitted an acceptable design proposal and is qualified to provide necessary design services at a competitive rate; and

WHEREAS, the Board of Directions is convinced by the staff report that the final design work is necessary, and the Board of Directors further finds that approval of this resolution furthers the mission of the District to treat wastewater in a cost-effective manner and return clean water to the environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby authorize the General Manager to enter into a professional services agreement amendment, with a not to exceed amount of $607,330 with Kennedy Jenks Consultants for Carmel Meadows Sewer Improvements Final Design Services bringing the total contract amount to $996,415.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on July 30th, 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

____

Robert Siegfried, President of the Board

ATTEST:

____

Domine Barringer, Board Clerk

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, GM

Date: February 29, 2024

Subject: Conflict of Interest Code

RECOMMENDATION

It is recommended that the Board of Directors approve a resolution approving the District's Conflict of Interest Code.

DISCUSSION

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. Each agency is required to submit to the code reviewing body, the County Board of Supervisors, and a notice indicating whether or not an amendment is necessary. The Clerk of the Board of Supervisors oversees this process.

Carmel Area Wastewater District Board last formally approved the policy in July 2020 (Resolution #2020-44) and then provided a review statement to the County in 2022. Although no changes are necessary in our policy, as advised by the Fair Political Practices Commission, it is being brought back to the Board because it is time for a review.

FINANCIAL

None.

ATTACHED

Resolution 2026-63

CONFLICT OF INTEREST CODE
OF THE
[NAME OF AGENCY/SPECIAL DISTRICT]

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **Carmel Area Wastewater District**.

Individuals holding designated positions shall file their statement of economic interests with the **Carmel Area Wastewater District**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements of the Board of Directors, the District shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Carmel Area Wastewater District, which shall make the statements available for public inspection and reproduction.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: **July 30, 2026**

APPENDIX A: DESIGNATED POSITIONS

Designated Positions[1]	Assigned Disclosure Category
District Board of Directors	1
District General Manager	1
District Principal Accountant	1
Consultants[2]	1

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[1] Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

Board of Directors

2 Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

"Consultant" "means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code."

Consultants to the **Carmel Area Wastewater District** shall be subject to disclosure under Category 1, subject to the following limitation: The **Carmel Area Wastewater District** may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the **Carmel Area Wastewater District** may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the **Carmel Area Wastewater District** is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **Carmel Area Wastewater District** is **that area within the boundaries of the Carmel Area Wastewater District. The Carmel Area Wastewater District** operates entirely within the geographical boundaries of Monterey County.

Category 1[3]

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

[3] **[INSTRUCTION: THESE CATEGORIES ARE EXAMPLES. CATEGORY 1 REQUIRES THE BROADEST DISCLOSURE. THE AGENCY CODE NEED CONTAIN ONLY THOSE CATEGORIES AS ARE APPLICABLE TO THE AGENCY]**

A designated position in this category must report all interests in real property.

Category 4
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

2026 Local Agency Biennial Notice

Name of Agency: Carmel Area Wastewater District

Mailing Address: P.O. Box 2221428 Carmel, CA 93922

Contact Person: B. Buikema Phone No. 831-624-1248

Email: buikema@cawd.org Alternate Email: downstream@cawd.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☐ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☑ Other *(describe)* added footnotes

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

______________________________ 07-30-26

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

County of Monterey Clerk of the Board of Supervisors
168 W. Alisal St., First Floor
Salinas, CA 93901

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2026-63

A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE FOR THE CARMEL AREA WASTEWATER DISTRICT

-oOo-

WHEREAS, the Political Reform Act of 1974, Government Code§§ 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. § 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, the Board is convinced by the approval of this resolution to comply with the Fair Political Practices Commission to maintain the necessary level of service and that the approval of this Conflict of Interest furthers the mission of the District to treat wastewater in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that a Conflict of Interest Code, a copy of which is attached hereto, is hereby adopted pursuant to Government Code§§ 81000 ET SEQ., and a copy of same is directed to be filed with the District's code reviewing body.

PASSED AND ADOPTED by the Board of Directors of the Carmel Area Wastewater District at a regular meeting duly held on July 30, 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

____
Robert Siegfried, President of the Board

Attest:

____
Domine Barringer, Board Clerk

General Manager Comments

Other Items Before The Board

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: Selection of Topics for Carmel Area Wastewater District's (CAWD) Fall 2026 Newsletter

DISCUSSION

Staff is requesting Board input for topics to the District's Fall 2026 newsletter.

Suggested topics for the upcoming issue include:
To maximize public interest and educational value, staff recommends focusing the Fall 2026 newsletter on:

1. Collection System Upgrades and Long-Term Infrastructure Planning
2. Energy Improvements and Sustainability Efforts
3. Workforce Development Programs (Internships and OIT Program)
4. Smart Covers and Public Reporting Awareness ("If You See Something, Say Something")
5. Employee Spotlight and Community-Focused Educational Features

- Collection System Upgrades -Building for the Future: Sewer Upgrades -Keeps Wastewater Flowing and includes the projects below:
    - Recently completed projects: Santa Rita/Guadalupe and Scenic Road
    - Upcoming projects: Carmel Woods, Pescadero, and Carmel Meadows
- Long-Term Collection System Planning Ahead – Investing Today for Tomorrow's Reliability For Sewer system Resilience:
- Smart Covers -Meet the technology watching over our collection system and how they prevent sewer spills:
    - What they are
    - Where they are installed
    - How they help protect the sewer system
- Microorganism of the Month
- Budget-at-a-Glance graphic

- Sidebar: "If You See Something, Say Something" - Partners in Prevention-When to call CAWD:
    - Reporting sewer spills, odors, manhole issues, and other concerns
    - Encouraging customers to contact CAWD first
- Employee Spotlight – new Associate Engineer Alex Henson
- Workforce Development: Growing The Next Generation of Wastewater Professionals - Summer Intern Program – Year 3 -Building Career Pathways Through Local Partnerships:
    - Monterey Peninsula College
    - Carmel High School
- From Classroom to Career Opportunities - College Internship Program – Year 3 Hands on Learning in Public Service In Partnership With:
    - Monterey Peninsula College
    - San José State University
- From Trainee to Certified Operator - Operator-In-Training (OIT) Program
    - Career pathways in wastewater operations
- Fats, Oils, and Grease (FOG) Management Program-Don't Feed the Sewer System
    - Protecting pipes one kitchen at a time
- Turning Waste Into Watts -Energy Improvements at the Treatment Plant
    - From Methane to Mission – Producing Renewable Energy at CAWD
    - Sustainability and cost-saving benefits

FISCAL IMPACT

The 2026-27 Budget provides $50,000 for two newsletters and a Prop 218 Notice – this includes consultant services for design and writing, printing, postage, and delivery. The Fall 2026 issue is the first of the two issues planned and is included in the approved newsletter budget. Year-to-date expenditures are $0.

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: 2025-26 Annual Reimbursement Report

RECOMMENDATION

It is recommended that the Board of Directors pass a motion to accept the Reimbursement Report for fiscal year 2025-26

DISCUSSION

In accordance with Government Code § 53065.5:

> Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars ($100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or registration fees paid to any employee or member of the governing body of the District. The disclosure requirement is fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that District and shall be made available for public inspection.

The District will post this report on its web site under the Financial tab.

FINANCIAL

No impact – this information is currently reported on the monthly Disbursement Report. This report represents a compilation of fiscal year reimbursements over $100.

Date	Check	Vendor	Description	Amount
10/01/25	7925	Barry Blevins	DMV medical test	125.00
09/02/25	7806	Charles DayEngel	Tri State Seminar expense reimbursement	362.65
07/17/25	7614	Christian Schmidt	Work boots	244.75
07/29/25	7668	Christian Schmidt	Tri State Seminar per diem	360.00
08/20/25	7731	Christian Schmidt	Reimburse Tri-State excursions	160.00
10/16/25	7989	Christian Schmidt	Collection system GR 2 certificate fee	224.00
11/18/25	8135	Christopher Foley	CWEA certificate exam fee	220.00
03/02/26	8532	Christopher Foley	Certificate and exam reimbursements	779.00
02/02/26	8408	Daryl Lauer	HSA reimbursements	376.40
02/19/26	8474	Daryl Lauer	Refund of HSA contribution	188.20
11/05/25	8065	Domine Barringer	Mileage reimbursement for conference	257.60
05/14/26	8888	Domine Barringer	Laserfiche conference expenses	419.78
06/17/26	9017	Domine Barringer	Conference expenses	600.55
02/02/26	8413	Erik Van Duren	Work boots	245.00
08/20/25	7749	Gregory Ange	Tri State Seminar expense reimbursement	300.42
02/06/26	8454	Jonathan Hagio	Confined space training expense advance	328.00
03/16/26	8625	Jonathan Hagio	Training class expense reimbursement	246.13
07/03/25	7595	Josh Downing	MT GR I test fee	209.00
07/29/25	7669	Josh Downing	Tri State Seminar per diem	360.00
05/01/26	8840	Josh Downing	Prescription safety glasses	219.00
11/05/25	8085	Kennedy White	Lunch meetings with new director and city regarding Bridge to Anywhere	189.41
03/27/26	8678	Kevan Urquhart	Reimbursement for amended tax return fee due to W-2 error	250.00
07/03/25	7597	Kevin Young	CWEA membership renewal	239.00
12/16/25	8250	Kevin Young	Maintenance PM-1 certificate renewal	114.00
08/20/25	7764	Mark Napier	Tri State Seminar expense reimbursement	251.96
04/01/26	8720	Michael Garrison	CWEA conference expense advance	308.00
06/17/26	9042	Michael Hooks	Certificate renewals	456.00
11/18/25	8153	Patrick Treanor	Work boots	183.77
04/01/26	8727	Raymond De Ocampo	CWEA conference expense advance	306.00
07/29/25	7670	Rhommel Lopez	Tri State Seminar per diem	360.00
08/20/25	7777	Rhommel Lopez	Tri State Seminar expense reimbursement	160.00
07/29/25	7671	Robert Bowman	Tri State Seminar per diem	360.00
09/15/25	7897	Robert Bowman	Collections GR 4 test fee	254.00
				123,591.20

Information & Discussion Items

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: Pebble Beach Community Services District (PBCSD) - Regular Board Meeting on June 26, 2026

DISCUSSION

Agenda items from June 26, 2026, meeting information that are of specific interest to this District:

- Total cash balance at the end of May 2026 was $41.8M; of that $31.8M was designated for Capital Acquisition and Outlay Reserves. Property taxes comprise roughly 80% of PBCSD revenues with user fees making up 22% of the total actual cost of wastewater operations.

- PBCSD Board approved the following:

    - Garbage and Refuse Collection Disposal Services – rate increase of 3.2% for basic residential from $34.34/month to $35.46/month
    - Wastewater Treatment and Disposal Services – rate increase of 9.0% for residential from $37.70/month to $41.10/month
    - Fire Protection Services – no change in residential assessment of $51.20/yr and vacant lot assessment of $37.70/yr
    - Adopted Resolution 26-17 certifying compliance with state law for levying of general and special taxes, assessments and property-related fees and charges
    - Adopted Resolution 26-18 approving Final Budget for FY 2026-27
    - Adopted Resolution 26-19 approving positions and pay schedules for FY 2026-27
    - Adopted Resolution 26-20 adopting Appropriation Limit for FY 2026-27
    - Adopted Resolution 26-21 setting 2026-27 sewer connection fee at $5,368 or a 3.1% increase

- Approximately 108 million gallons (MG) or 331 Acre Feet (AF) of recycled water is stored in Forest Lake, which represents 94% of permitted capacity. The current storage volume is 20% above the historic average of 90 MG or 276 AF. Weather during May and June has been warmer resulting in a decline in reservoir capacity.

- Average daily wastewater flow of 458,000 gallons per day (GPD) was measured in May at the PBCSD-Carmel gate. This represents 35% of the total monthly flow at the Carmel Area Wastewater District (CAWD) treatment facility. The measured PBCSD flows were 2% above the five-year average of 448,000 GDP for the month of May. The CAWD total flows were 4% above the five-year average of 1,243,000 GPD for May.

- Total irrigation water demand for the 2026 calendar year through May was 298AF. Total demand for the calendar year is 6% above the 5-year annual average usage of 281 AF and is 5% above the 31-year average annual usage of 283 AF. Total irrigation demand through May was 10% above the 2025 total annual demand of 272 acre feet.

- Alternative Source Water – total production for the 2026 calendar year to date was approximately 16 AF.

- Minutes were approved as amended for Reclamation Management Committee meeting held June 9, 2026. (CAWD report is on July agenda).

- Average daily wastewater flows measured in million gallons per day (MG):

MONTH	TOTAL	CAWD FLOW	PBCSD FLOW	PBCSD
July - 25	39.112	27.065	12.047	30.801%
Aug – 25	39.021	26.738	12.283	31.478%
Sept – 25	34.813	23.780	11.033	31.692%
Oct - 25	34.727	24.350	10.377	29.882%
Nov – 25	38.115	26.783	11.332	29.731%
Dec – 25	37.198	26.162	11.036	29.668%
Jan - 26	55.457	35.808	19.649	35.431%
Feb - 26	53.242	34.364	18.878	35.457%
Mar – 26	42.185	27.314	14.871	35.252%
Apr - 26	42.068	27.425	14.643	34.808%
May – 26	39.605	25.415	14.190	35.829
June - 26	37.644	25.340	12.304	32.685%
Total	**493.187**	**330.544**	**162.643**	**32.978%**

STAFF REPORT

To: Board of Directors

From: Jeff Bandy, Principal Engineer

Date: July 30th, 2026

Subject: Report from July 1, 2026 Reclamation Governance Sub-Committee (GSC) Meeting

DISCUSSION

During the June 25th, 2026 Board meeting, the Carmel Area Wastewater District (CAWD/District) Board of Directors (BOD) directed Principal Engineer Jeff Bandy to participate in the newly-formed "Reclamation Document Task Force," which is comprised of representatives from the agencies involved in the reclamation project to consult on potential changes to the reclamation project agreements. This task force was convened on July 1st at the Pebble Beach Community Services District (PBCSD) BOD room and elected to operate under the name Governance Sub-committee (GSC), reflecting its focus on the governance-related agreements.

The two most relevant governance documents are the **1991 Management Agreement** and the **2004 Amended and Restated Construction and Operation Agreement**. The former has not been amended or reinstated since 1991. The GSC concurred that the existing agreements do not provide sufficient clarity on roles and responsibilities for some aspects of the reclamation project, especially given that the 1991 Management Agreement predates the buildout of PBCSD's distribution and storage system and the addition of a representative from the Independent Reclaimed Water Users Group (IRWUG) as a voting member of the Reclamation Management Committee (RMC) in 2013.

The GSC's recommendation is that the existing agreements should be reviewed for consistency and clarity and combined into a new "Five-Way" agreement between CAWD, PBCSD, PBC, Monterey Peninsula Water Management District (MPWMD), and IRWUG under the following conditions:

- The updated agreement should be independent of prior agreements.
- Binding arbitration is not an acceptable method of dispute resolution for CAWD and should not be included in any future agreement.
- Due to the expected level of effort, a third-party firm, chosen by consensus of the sub-committee members, would be best situated to develop this agreement.
- The governance framework established by the existing agreements has generally worked well to date, and any significant changes will need to be justified to the satisfaction of the CAWD BOD before adoption.
- The goal for completion of this new agreement and adoption by the CAWD BOD is before the end of FY2026/27 (i.e., before July 2027).

The GSC will continue to meet throughout the remainder of 2026 on the first Tuesday of the month. The GSC members are asking their respective agencies to recommend qualified legal firms to be considered for drafting the updated agreement prior to the next GSC meeting on August 4th, 2026 for consideration at the August 11th, 2026 RMC meeting.

ATTACHMENT

- June 1st, 2026 Governance Sub-Committee Meeting Minutes

CAWD/PBCSD Wastewater Reclamation Project

Governance Sub-Committee

(Ad Hoc Meeting No. 01)

Tuesday, July 1, 2026
10:00 a.m.
at
Pebble Beach Community Services District (Boardroom)
3101 Forest Lake Road, Pebble Beach, CA
(In Person Meeting)

MEETING MINUTES

1. Attendees:

   Judah Matthews (PBC) _X_ JJ West (IRWUG) _X

   Dave Stoldt (MPWMD) __X_ Jeff Bandy (CAWD) _X_ Nick Becker (PBCSD) _X_

2. Determine subgroup name/title.
   Attendees formed consensus to focus on resolving governance issues and thereby suggested to name the ad-hoc subgroup the Governance Sub-Committee (GSC).

3. Determine subgroup meeting schedule and location.
   The GSC agreed to conduct regular monthly meetings at the Pebble Beach Community Services District (Boardroom) at 9:30 a.m. on the first Tuesday of the month (one week prior to monthly Reclamation Management Committee meetings) with the exception of the August 4th meeting, in which the GSC shall meet at 1 p.m.

4. Determine subgroup goals & objectives.
   The GSC agreed to prioritize review of governance documents, and not the financing agreements listed (on recently distributed table of contents) as tabs #2,4,6,7,8,11,12,13,14; it appears these financial agreements are no longer relevant due to project debt being paid off in/around 2022. The GSC identified a priority to further evaluate agreements listed under tabs #1,3,5,10,16 as these agreements contain general governance language/content that appears to be outdated. The GSC also acknowledged that these agreements have relevance individually, but when reviewed collectively present ambiguity as to which agreements govern. In addition, the GSC recognized that none of the past governance agreements are consistent with the way the project is currently being managed. Thereby, the GSW determined it would be in the best interest of all parties to develop a new *Five-Way Agreement* that would be based on the current 2004 Four-Way Agreement but updated to clearly identify the responsibilities of all five parties and their respective roles in the governance of the wastewater reclamation project.

5. Determine subgroup members roles & responsibilities.
   The GSC acknowledged that development of a new *Five-Way Agreement* would be a comprehensive undertaking that will take a lot of time and effort. The GSC agreed that staff should develop the "framework" of the new *Five-Way Agreement* while identifying the need to engage a third party (legal counsel services) early in the process to be the one to actually scribe the new *Five-Way Agreement*.

6. General discussions/overview of existing agreements.
Draft copy of the original 1990 Construction and Operation Agreement (Tab 3) was briefly discussed, noting that an executed copy has yet to be found. GSC members shall revisit respective archives to retrieve an executed copy of the original *Four-Way Agreement*. The 1987 Memorandum of Understanding (MOU) (Tab 1) between Carmel Sanitary District and Pebble Beach Community Services District describes a joint understanding (intent) for managing the project along with identifying proposed roles and responsibilities for respective agencies. The 1991 Management Agreement (MA) (Tab 5) expands on the content from the 1987 MOU with additional details defining general governance, roles and responsibilities and memorializes terms and conditions in a binding agreement. The 1991 MA is now thirty-five years old and has never been amended and restated; while it remains in effect, the GSC acknowledged current day practices and overall management of the project deviate significantly from that of the 1991 MA. The 2004 Amended and Restated Construction and Operation Agreement (Tab 10) commonly referred to as the Four-Way Agreement (FWA) contains language in article 6.1 that has recently caused confusion regarding roles and responsibilities and may not align with governance language contained within the 1991 MA. The existing agreements do not provide sufficient clarity on roles and responsibilities, which has created ambiguity in the delegation of authority, and challenged the autonomy for the RMC to make binding decisions. The two governance agreements (1991 MA & 2004 FWA) have differing terms and conditions for dispute resolution (binding arbitration vs court filing). The 2004 FWA does not acknowledge IRWUG as a voting member of the RMC. IRWUG was added as a voting member by separate/independent agreement dated December 15, 2013 (Tab 16).

The GSC concluded that both the 1991 MA and the 2004 FWA should be reviewed for consistency and combined into a single standalone agreement (*Five-Way Agreement*) that supersedes previous agreements providing a clear and concise description of governance structure, delegation of authority, and specific roles and responsibilities of all respective signatory parties (CAWD, PBCSD, MPWMD, PBC, IRWUG). The GSC set a timeline to complete the development, review, and approval of the new *Five-Way Agreement* before the end of FY2026/27.

In addition to independently reviewing the 1991 MA and the 2004 FWA and bringing forth suggestions to develop the framework of a new *Five-Way Agreement* at the next GSC meeting, sub-committee members shall also research and provide recommendations for third party legal counsel services (to scribe the *Five-Way Agreement*) in order to expedite the selection and engagement of required services.

7. Miscellaneous communications and/or information.
No miscellaneous communication and/or information was reported.

8. Confirm list of matters to be included on the July 14, 2026 Reclamation Management Committee agenda.
   - Meeting Minutes from June 9th RMC meeting
   - Revised GSC & RMC Meeting Schedule
   - Meeting Minutes from the July 1st GMC Meeting

9. Consider motion to adjourn to next meeting to be held on Tuesday, August 4, 2026, at 1:00 p.m.
Meeting adjourned at 11:26 a.m.

CAWD/PBCSD WASTEWATER RECLAMATION PROJECT

PROJECT AGREEMENTS

Table of Contents

CSD	Carmel Sanitary District	CBTS	City of Carmel-by-the-Sea
CAWD	Carmel Area Wastewater District	FTC	First Trust of California
PBCSD	Pebble Beach Community Services District	USB	US Bank
MPWMD	Monterey Peninsula Water Management District	“Buyer”	Property Owner (Recipient)
PBC	Pebble Beach Company	CAL AM	California American Water
IRWUG	Independent Recycled Water Users Group (Cypress Point Club, Monterey Peninsula Country Club, Poppy Holdings, Inc.)		

STAFF REPORT

To: Board of Directors

From: Patrick Treanor, District Engineer

Date: July 30th, 2026

Subject: Sewer Replacement Construction Update

RECOMMENDATION

This report is an update on sewer replacement projects. Informational only; no action required.

Santa Rita & Guadalupe St Project

General Contractor	Pacific Trenchless Inc.	
Contract Value		
Contract Bid Amount	$3,397,815	
Change Orders	Cost	% of Bid Amount
Value Added Change Order Cost (1)	$1,671,427.10	49.2%
Non Value Added Change Order Cost (2)	$12,445	0.3%
Total Change Order Cost	$1,652,672.10	49.5%
Contract Time		
Notice To Proceed	June 30th, 2025	
Estimated Contract Completion Date	August 15th, 2026	
Contract Progress Summary		
Total Linear Footage	12,590 (2.4 Miles)	
% Linear Footage Completed	95%	
% Project Time Expended	87%	
% Project Cost Expended	77% (not including retention)	

Notes:

1. Value Added Change Orders include: District Requested Additional Work and Betterments
2. Non Value Added Change Orders include: Design Issues, and Unforeseen/Differing Site Conditions

Santa Rita & Guadalupe St Project - Photos
No Photos this Update

Scenic Rd. Project

General Contractor	KJ Woods	
Contract Value		
Contract Bid Amount	$7,438,000	
Change Orders	Cost	% of Bid Amount
Value Added Change Order Cost (1)	$0	0%
Non Value Added Change Order Cost (2)	(-$173,052)	-2.3%
Total Change Order Cost	$0	0%
Contract Time		
Notice To Proceed	August 20th, 2025	
Estimated Contract Completion Date	June 22nd, 2026	
Contract Progress Summary		
Total Linear Footage	10,700 (2 Miles)	
% Linear Footage Completed	93%	
% Project Time Expended	95%	
% Project Cost Expended	80% (not including retention)	

Notes:

1. Value Added Change Orders include: District Requested Additional Work and Betterments
2. Non Value Added Change Orders include: Design Issues, and Unforeseen/Differing Site Conditions

Scenic Rd Project - Photos

Carmel Meadows Sewer Pipeline Repair

General Contractor	Brett George Company	
Contract Value		
Contract Bid Amount	$262,225	
Change Orders	Cost	% of Bid Amount
Value Added Change Order Cost (1)	$0	0%
Non Value Added Change Order Cost (2)	$0	0%
Total Change Order Cost	$0	0%
Contract Time		
Notice To Proceed	April 21st, 2026	
Estimated Contract Completion Date	August 1st, 2026	
Contract Progress Summary		
Completed to date:	Installation of retaining wall, rehabilitation of 5 manholes, replacement of 3 manholes	
% Project Completed	60%	
% Project Time Expended	65%	
% Project Cost Expended	NA / No invoices processed	

Notes:

1. Value Added Change Orders include: District Requested Additional Work and Betterments
2. Non Value Added Change Orders include: Design Issues, and Unforeseen/Differing Site Conditions

Carmel Meadows Project - Photos

FUNDING

N/A Information Only

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: Annual Appropriations Report Revisited

RECOMMENDATION

The Appropriations Report was approved at the June 2026 regular board meeting. This item is for discussion only – no action required.

DISCUSSION

There was a request from President Siegfried to review the Appropriations Report after last month's meeting in the interest of providing greater clarity.

In the board packet included please find a copy of *The California Municipal Revenue Sources Handbook*, Chapter 10, "The Article XIII B Appropriations Limit". MRSHBch10GannLimit.pdf. This document offers an explanation of the Appropriations Limit and its calculation for your review.

The question was raised as to what items comprised the reported Qualified Capital Outlay amount cited. Per the attached discussion, Qualified Capital Outlay is defined as an appropriation for a fixed asset (including land and construction) with a useful life of 10 years or more and a value which equals or exceeds $100K. This can include contributions into a capital reserve fund, provided that the funds are used to purchase a qualified capital asset. It also includes purchase or rehabilitation that enhances or extends the life of existing property provided it meets the dollar and life expectancy criteria. Note that the 2025-26 values are labeled "Est" because the annual financial audit is not yet complete. This information source document is the General Ledger printout of all fixed asset accounts.

Est 2025-26	#	Total	PBCSD	Reclamation	CAWD
Effluent pump station	1464	94,525.89	31,477.12		63,048.77
Carmel Meadows	1586	5,073.47			5,073.47
Perimeter fence	1593	11,996.92	3,994.97		8,001.95
Scenic Rd Pipe Burst	1635	127,941.93			127,941.93
Pescadero Pipe Rehab	1637	75,465.67			75,465.67
Water & Gas Main Replacement	1639	13,820.85	4,602.34		9,218.51
Bridge Retrofit Project	1642	7,527.00	2,506.49		5,020.51
Santa Rita & Guadalupe Pipe	1643	811,718.49			811,718.49
Artificial Intelligence Plant Project	1644	41,605.90	13,854.76		27,751.14
		1,189,676.12	56,435.69	0.00	1,133,240.43

Est 2026-27 Budget	#	Total	PBCSD	Reclamation	CAWD
CCTV Van		500,000.00			500,000.00
Carmel Meadows		400,000.00			400,000.00
Scenic Pipe Bursting		1,000,000.00			1,000,000.00
Santa Rita & Guadalupe		200,000.00			200,000.00
Carmel Woods		3,600,000.00			3,600,000.00
Utility Mains Relocation		750,000.00	249,750.00		500,250.00
Plant Bridge Retrofit		100,000.00	33,300.00		100,000.00
WWTP Site Improvements		750,000.00	249,750.00		500,250.00
		7,300,000.00	532,800.00	0.00	6,800,500.00

Finally, Director Siegfried felt the report lacked clarity because of the negative number reflected as after the capital outlay exclusion. The current schedule subtracts approximately $6.8M of qualified capital outlay from $3.041M of property tax proceeds and reports negative "net proceeds subject to limit" of approximately $3.760M. That negative number does not represent negative tax proceeds; it only shows that the stated capital program exceeds the available property tax proceeds. Appropriations subject to limitation should not be presented below zero and would be better reported as:

Property tax proceeds	$ 3,040,532
Less stated qualified capital outlay	($6,800,500)
Reported net proceeds subject to limit	$ 3,759,968
Less operating expenditures/balancing amount	$ 3,759,968
Reported unexpended proceeds	$0

The suggested solution is to eliminate the line "Less Operating Expenditures".

FINANCIAL

No impact

CARMEL AREA WASTEWATER DISTRICT
SCHEDULE OF NET PROCEEDS OF PROPERTY TAXES
UNDER/(OVER) APPROPRIATIONS LIMIT

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Estimated 2025-26	Estimated 2026-27
PROPERTY TAXES RECEIVED	1,529,137	1,621,571	1,736,624	1,823,473	1,941,135	2,050,675	2,140,553	2,296,166	2,433,667	2,635,210	2,797,355	2,951,328	2,995,598	3,040,532
LESS: EXPENDITURES NOT SUBJECT TO APPROPRIATIONS LIMIT:														
1. QUALIFIED CAPITAL OUTLAY	(714,013)	(1,163,737)	(5,104,508)	(4,295,754)	(2,903,748)	(1,476,444)	(2,547,543)	(568,672)	(4,236,061)	(3,083,797)	(2,085,895)	(1,651,896)	(1,133,240)	(6,800,500)
(1)NET PROCEEDS SUBJECT TO LIMIT	815,124	457,834	(3,367,884)	(2,472,281)	(962,613)	574,231	(406,990)	1,727,494	(1,802,394)	(448,587)	711,460	1,299,432	1,862,358	(3,759,968)
LESS: OPERATING EXPENDITURES	(815,124)	(457,834)	3,367,884	2,472,281	962,613	(574,231)	406,990	(1,727,494)	1,802,394	448,587	712,508	(1,299,432)	(1,862,358)	3,759,968
UNEXPENDED PROCEEDS OF TAXES BEFORE INTEREST ALLOCATION.....	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
INTEREST ALLOCATION (NOTE 2)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
UNEXPENDED PROCEEDS OF TAXES..	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
(2) APPROPRIATIONS LIMIT (below)	1,843,690	1,856,924	1,927,858	2,036,260	2,132,512	2,214,312	2,311,061	2,403,256	2,530,291	2,673,977	2,779,017	2,895,456	3,074,834	3,213,485
NET PROCEEDS OF TAXES UNDER (OVER) APPROPRIATIONS LIMIT **LINE (1) ABOVE MINUS LINE (2) ABOVE..**	**1,028,565**	**1,399,089**	**5,295,742**	**4,508,541**	**3,095,125**	**1,640,081**	**2,718,051**	**675,762**	**4,332,685**	**3,122,564**	**2,067,557**	**1,596,024**	**1,212,477**	**6,973,454**

A plus figure on the above line indicates that the District is in compliance.
THE DISTRICT HAS FAILED TO COMPLY WITH THE APPROPRIATIONS LIMIT IN ONLY ONE YEAR - 1991\92. THE LAW STATES THAT ANY EXCESS OF TAXES RECEIVED DURING ONE YEAR MAY BE OFFSET BY THE OPPOSITE SITUATION THE FOLLOWING YEAR. DIEHL, EVANS & CO., CONSULTANTS VERIFIED ALL COMPLIANCE FIGURES FOR THE YEARS PRIOR TO 1991/92. THE SAME FORMULA USED BY DIEHL, EVANS IN THEIR COMPUTATIONS FOR YEARS PRIOR TO 1991/92 IS USED ABOVE. BASICALLY, PROPERTY TAXES NOT EXPENDED (REDUCED BY QUALIFIED CAPITAL OUTLAY AND OPERATING EXPENSES) IN EXCESS OF THE LIMIT MUST BE RETURNED TO THE STATE UNLESS OFFSET BY AN EQUAL AMOUNT IN THE FOLLOWING YEAR.

NOTE 1: QUALIFIED CAPITAL OUTLAY:
Beginning in fiscal year 1990-91, the District may offset proceeds of taxes by expenditures for "qualified capital outlay", which is defined as expenditure for assets with a useful life of 10 years or more and a value of $100,000. The District's sewer replacement projects and Secondary Improvement projects are shown here.

NOTE 2: INTEREST ALLOCATION:
For purposes of this schedule, it has been assumed that the District expends proceeds of taxes upon receipt, for operating expenditures, before expending non-proceeds of taxes. Accordingly no interest income has been allocated to proceeds of taxes.

CARMEL AREA WASTEWATER DISTRICT
SCHEDULE OF NET PROCEEDS OF PROPERTY TAXES
UNDER/(OVER) APPROPRIATIONS LIMIT

Schedule A

CARMEL AREA WASTEWATER DISTRICT
APPROPRIATIONS LIMIT CALCULATIONS

Fiscal Year	Inflation Factor U.S. CPI	California Per Capita Income	County of Monterey Population Factor	Combined Factor	Cumulative Factor	Approp. Limit	
Base Yr.)						$255,766	Base year per Prop 4 (1979)
1979-80	1.1017	-	1.0140	1.1171	1.1171	$285,716	
1980-81	-	1.1211	1.0158	1.1388	1.2722	$325,373	
1981-82	-	1.0912	1.0169	1.1096	1.4116	$361,033	
1982-83	1.0679	-	1.0043	1.0725	1.5139	$387,172	
1983-84	-	1.0235	1.0195	1.0434	1.5796	$404,029	
1984-85	1.0474	-	1.0159	1.0641	1.6808	$429,927	
1985-86	1.0374	-	1.0230	1.0613	1.7838	$456,282	
1986-87	1.0230	-	1.0346	1.0584	1.8879	$482,929	Base year per Prop 111 (1989)
1987-88	1.0304	-	1.0151	1.0460	1.9747	$505,144	
1988-89	1.0393	-	1.0213	1.0614	2.0960	$536,210	
1989-90	1.0498	-	1.0088	1.0590	2.2198	$567,846	
1990-91	-	1.0421	1.0162	1.0590	2.3507	$601,349	
1991-92	-	1.0414	1.0265	1.0690	2.5129	$642,842	
1992-93	-	0.9936	1.0229	1.0464	2.5541	$653,252	
1993-94	-	1.0272	1.0253	1.0532	2.6899	$687,997	
1994-95	-	1.0071	1.0369	1.0443	2.8091	$718,472	
1995-96	-	1.0472	1.0197	1.0678	2.9996	$767,206	
1996-97	-	1.0467	1.0096	1.0567	3.1699	$810,744	
1997-98	-	1.0467	1.0174	1.0649	3.3756	$863,371	
1998-99	-	1.0415	1.0470	1.0905	3.6810	$941,464	
1999-00	-	1.0453	1.0293	1.0759	3.9604	$1,012,946	
2000-01	-	1.0491	1.0305	1.0811	4.2816	$1,095,094	
2001-02	-	1.0782	1.0173	1.0969	4.6963	$1,201,157	
2002-03	-	0.9873	1.0135	1.0006	4.6993	$1,201,912	
2003-04	-	1.0231	1.0111	1.0345	4.8612	$1,243,325	
2004-05	-	1.0328	1.0156	1.0489	5.0990	$1,304,139	
2005-06	-	1.0526	1.0013	1.0540	5.3741	$1,374,521	
2006-07	-	1.0396	1.0038	1.0436	5.6083	$1,434,425	
2007-08	-	1.0442	1.0067	1.0512	5.8955	$1,507,862	
2008-09	-	1.0429	1.0156	1.0592	6.2443	$1,597,081	
2009-10	-	1.0062	1.0145	1.0208	6.3741	$1,630,284	
2010-11	-	0.9746	1.0137	0.9880	6.2973	$1,610,642	
2011-12	-	1.0251	1.0063	1.0316	6.4961	$1,661,471	
2012-13	-	1.0377	1.0091	1.0471	6.8023	$1,739,798	
2013-14	-	1.0512	1.0081	1.0597	7.2085	$1,843,690	
2014-15	-	0.9977	1.0095	1.0072	7.2602	$1,856,924	
2015-16	-	1.0382	1.000	1.0382	7.5376	$1,927,858	
2016-17	-	1.0537	1.0024	1.0562	7.9614	$2,036,260	
2017-18	-	1.0369	1.01	1.0473	8.3377	$2,132,512	
2018-19	-	1.0367	1.0016	1.0384	8.6576	$2,214,312	
2019-20	-	1.0385	1.005	1.0437	9.0358	$2,311,061	
2020-21	-	1.0373	1.0025	1.0399	9.3963	$2,403,256	
2021-22	-	1.0573	0.9958	1.0529	9.8930	$2,530,291	
2022-23	-	1.0755	0.9826	1.0568	10.4548	$2,673,977	
2023-24	-	1.0444	0.9951	1.0393	10.8655	$2,779,017	
2024-25	-	1.0362	1.0055	1.0419	11.3207	$2,895,456	
2025-26	-	1.0644	0.9977	1.0620	12.0221	$3,074,834	
2026-27	-	1.0495	0.9958	1.0451	12.5642	$3,213,485	

THE CALIFORNIA MUNICIPAL REVENUE SOURCES HANDBOOK, FIFTH EDITION

Michael Coleman

Special thanks to the following individuals who contributed time and effort to this publication:

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THE CALIFORNIA MUNICIPAL REVENUE SOURCES HANDBOOK

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Printed in the United States of America.

Chapter 10

THE ARTICLE XIII B APPROPRIATIONS LIMIT

In November 1979, the voters of California followed up the tax limitations of Proposition 13 (1978) with an amendment to the California Constitution to limit the growth of government spending. Commonly known as the "Gann Initiative" after anti-tax advocate Paul Gann, Proposition 4 created Article XIII B of the California Constitution that provides a formula for calculating spending limits.

In a response to increasing difficulties with the restrictions of Proposition 4, and to increase the accountability of local government in adopting limits, the voters in June 1990 adopted Proposition 111. Among other things, these amendments revise the adjustment formulas.

In 1991, the League of California Cities, with a task force of experts, prepared and released uniform guidelines for making the necessary calculations under Article XIII B. This chapter is an update and revision to those guidelines.

10.01 Article XIII B: A Summary

The appropriations limitation imposed by Propositions 4 (1979) and later amended by Proposition 111 (1990) creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. The ***Appropriations Limit*** is based on actual appropriations during the base year (FY 1986–87 or the first full year of operation), and increases each year using specified growth factors.

The Appropriations Limit applies only to those revenues defined as "proceeds of taxes." Certain expenditures of tax proceeds do not count as ***Appropriations Subject to Limit*** including those for voter approved debt, qualified capital outlay and the costs of complying with court orders and federal mandates.

In order to ensure that taxes are counted in the Appropriations Limit of one but only one agency of government, the law requires that if the state provides funds to a local government for general purposes, the funds are to be counted as "state subventions" and included in the Appropriations Subject to Limit of the local agency. However, if the Legislature restricts the funds to specific purposes, then the funds are counted in the state — rather than local — Appropriations Subject to Limit.

During any fiscal year, a government entity may not appropriate any proceeds of taxes received in excess of the Appropriations Limit of the entity. If a local government receives excess funds in any one year, it may "carry those excess funds into the subsequent year" for use. Any excess funds remaining after the second year must be returned to taxpayers by reducing tax rates or fees. As an alternative, a majority of the voters may approve an "override" to increase the Appropriations Limit. The law allows such an override to last for a maximum of four years.

10.02 What Local Government Funds are Covered?

Article XIII B attempted to restrict spending at all levels of government in California. The Appropriations Limit applies to "all taxes levied by and for" a government entity. The law applies to the state, as well as to all local governments including "any city, county, city and county, school district, special district, authority or other political subdivision of or within the state."[1]

The following local governments are not subject to Appropriations Limit requirements:

- Special districts which did not, as of FY 1977–78, levy a property tax in excess of 12.5 cents per $100 of assessed value.
- Any special district which is entirely funded by other than the proceeds of taxes.
- Redevelopment agency or successor agency property tax increment funds (such agencies do not have the power to levy a property tax).[2]

For most local governments, the funds constrained by Article XIII B will include the General Fund, the Capital Outlay Fund and Special Revenue Funds. The source of revenues will determine whether a fund requires a separate Appropriations Limit.

10.03 Determining Your Appropriations Limit

The total annual appropriations subject to limitation of the state and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population, except as otherwise provided in this article.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §1

The Appropriations Limit is the calculated dollar amount which restricts the ability to appropriate proceeds of taxes. The Appropriations Subject to Limitation may not exceed the Appropriations Limit. In its simplest form, the Appropriations Limit for any year is the Appropriations Limit from the previous fiscal year increased for inflation and population growth. Ultimately, the Appropriations Limit in a given year depends on the Appropriations Limit for the Base Year (first year of calculation) adjusted annually according to specified factors.

Base Year

The Appropriations Limit for the Article XIII B base year is the sum of the Appropriations Subject to Limitation for that year. Proposition 111 (1989) established FY 1986–87 as the base year for all governments, rather than the original FY 1978–79 base year established by Proposition 4 (1979).[3] The base year of a local government entity formed or incorporated on or after January 1, 1980 is the Appropriations Subject to Limitation for the first full year of operation of that entity.[4]

10.04 Irregular Alterations to an Appropriations Limit

Other than the annual adjustment, the Appropriations Limit of a local government entity must be altered for any transfer of financial responsibility. The Appropriations Limit may also be altered, for a limited period of time, in the event of a declared emergency or if voters approve an override temporarily increasing the Appropriations Limit.

Transfer of Financial Responsibility[5]

In addition to the annual inflation and population adjustments, the Appropriations Limit must be adjusted in the event that the financial responsibility for providing services is transferred in whole or in part from:

- One entity of government to another;
- One entity of government to a private entity; or
- Proceeds of taxes to licenses or fees.

The drafters of Proposition 4 wanted to ensure that public agencies did not evade the Appropriations Limit by shifting programs to other governments or from tax support to user fees. Article XIII B requires that a public agency's Appropriations Limit be adjusted whenever there is a transfer of financial responsibility:

1. **Between two or more government agencies** (such as through an annexation or incorporation). Whenever financial responsibility for all or some part of a service is transferred between government agencies, the agencies must increase or decrease their limits "by such reasonable amount as the said entities shall mutually agree … ."[6] The amounts adjusted should be the same for the two agencies.

Tip: When annexing territory, remember to also negotiate an amount for adjustment of the Appropriations Limits of the affected entities.

2. **From the public sector to the private sector.** A public agency's Appropriations Limit is to be reduced if the financial responsibility for all or part of services transferred to a private entity. For example, if a city that had been funding refuse collection services all or in part from tax revenues instead issued a franchise contract to a private company for providing the service, the Appropriations Limit would be reduced by the amount of tax/subvention saved commencing in the year of the transfer. However, if the service had been funded entirely from user fees, which are not Appropriations Subject to Limit, then the calculations are unaffected and there is no requirement to alter the Appropriations Limit.
3. **From other funding to user fees.** A public agency's Appropriations Limit must be decreased whenever "the financial responsibility of providing services is transferred in whole or in part from other revenues of an entity of government to proceeds from regulatory licenses, user charges or user fees … ."[7] However, the adjustment need only be made "when the dollar amount allocated from other revenues … to the provision of such services is decreased."[8] That is, if the service funding is maintained (e.g., with a "maintenance of effort", etc.) with other revenues, then the Appropriations Limit does not have to be reduced. Consistent with the intent and other provisions of Article XIII B, "other revenues" referred to in this section means proceeds of taxes and/or state subventions.

Emergency[9]

Locally declared emergency. Article XIII B allows an entity to exceed its Appropriations Limit by declaring an emergency. In such a case, the Appropriations Limit in the following three years must be sufficiently reduced so as to recover, in aggregate, the excess spending.

The California Constitution provides no guidance regarding any criteria which must be met in determining the existence of an emergency of this type. However, the Attorney General has opined that "an emergency" must reflect an extraordinary occurrence or combination of circumstances that was unforeseen and unexpected at the time a governmental entity adopted its budget … and which requires immediate and sudden action of a drastic but temporary nature.[10]

Emergency declared by Governor. Article XIII B provides different rules for an emergency declared by the Governor. In the event that an emergency is declared by the Governor, the local agency may, by a two-thirds vote of the governing board, appropriate funds into an emergency fund with such appropriations not being subject to limitation.

For this criteria to be met, the emergency, as declared by the Governor, must reflect conditions of disaster or extreme peril to people or property. In an emergency declared by the Governor, there is no requirement to reduce future year Appropriations Limits to recover the amount spent.

Voter Override[11]

The appropriations limit imposed on any new or existing entity of government by this Article may be established or changed by the electors of such entity, subject to and in conformity with constitutional and statutory voting requirements. The duration of any such change shall be as determined by said electors, but shall in no event exceed four years from the most recent vote of said electors creating or continuing such change.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §4

The voters of a jurisdiction may, by majority approval, increase the Appropriations Limit of a local government. The override may not exceed four years, (see "Exceeding the Limit" later in this chapter in section 10.08).

Tip: Remember to include language approving an increase in the Appropriations Limit in the enacting ordinance of any tax measure.

10.05 Modifying a Limit – Prior Year Effects

Nothing in the law prohibits a government entity from revising its Appropriations Limit; for example, to correct a computational error or to employ a different valid interpretation of Appropriations Subject to Limit.[12] However, any such modifications must be applied consistently to both the Limit and the Appropriations Subject to Limit from the base year (FY 1986–87) onward. Any such modification should:

- modify the base year Appropriations Limit accordingly and recalculate the subsequent annual Appropriations Limits up through the current year;
- modify the Appropriations Subject to Limit for the base year and each subsequent year; and
- compare the Appropriations Limit and Appropriations Subject to Limit in each year.

Any modification opens a 60-day public challenge period for the recalculated years.

10.06 Appropriations Subject to Limitation

*"Appropriations subject to limitation" of an entity of local government means any authorization to expend during a fiscal year the **proceeds of taxes** levied by or for that entity and the proceeds of **state subventions** to that entity (other than subventions made pursuant to Section 6)* exclusive of refunds of taxes.*

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §8(B)
state mandate reimbursement

The Appropriations Subject to Limitation of an entity of local government are those specified appropriated revenue sources to which the Article XIII B limit applies. The particular categories and definitions of revenues included in an entity's Appropriations Subject to Limitation should be consistent across all years and the base year.

Step by Step:
Determining Appropriations Subject to Limit

1. Assign each revenue account (other than interest earnings) into either proceeds of taxes or non-proceeds (Worksheet 1).
2. Determine whether any user fees exceed the cost of services (Worksheet 2. Enter results on Worksheet 1)
3. Determine all allowable exclusions, including debt service, qualified capital outlay, court orders and federal mandates (Worksheet 3).
4. Pro-rate interest earnings.
   a. Deduct the exclusions identified in step 3 from the total proceeds of taxes computed in steps 1 and 2.
   b. Divide the amount determined in step 4 by the total non-interest revenue on Worksheet 1. Multiply this by the total estimated interest earnings to compute the amount of interest earned from the investment of proceeds of taxes (Worksheet 4). An alternate method of computing interest earned from the investment of proceeds of taxes may be used with adequate justification and documentation.
5. Allocate the interest earnings between proceeds of taxes and non-proceeds on Worksheet 1 and total the columns. Transfer the total proceeds of taxes from Worksheet 1 and the exclusions from Worksheet 3 to Worksheet 5.

Proceeds of Taxes

Proceeds of taxes include:

- All taxes levied by or for a public agency;
- Any revenue from regulatory licenses, user charges, and user fees to the extent that the proceeds exceed the cost of providing the regulation, product or service;[13]
- State subventions for general purposes; and
- Any interest earned from the investment of the proceeds of taxes.

State Subventions

"State subventions" shall include only money received by a local agency from the state, the use of which is unrestricted by the statute providing the subvention.

— GOVERNMENT CODE §7903

For the purposes of Article XIII B, state subventions to a local government is money received from the state which is unrestricted as to use. Discretionary funding to local governments from the state has dwindled dramatically since the passage of Proposition 4 in 1979. Consider:

- VLF in lieu funds that are not designated as to use; and
- Homeowners Property Tax Relief.

State moneys provided to local governments with restricted uses are to be included by the state in its Appropriations Limit computations. State subventions provided to local governments without restriction as to use are excluded from the state's Appropriations Limit computations. The same proceeds of taxes may not be included in the Appropriations Limit computations of more than one local jurisdiction or the state.[14]

Motor Vehicle Fuel Tax (Gasoline Tax) revenues allocated to a local government are not a state subvention for the purposes of Article XIII B because these funds are restricted as to use. The state includes these funds in its calculations.

State mandate reimbursements are specifically excluded from "state subventions."

User Fees

Revenue received from regulatory licenses, user charges and user fees are not considered as proceeds of taxes unless the proceeds exceed the costs reasonably borne in providing the regulation, service or product.[15]

Note that the following are NOT considered "regulatory licenses, user fees or charges" for the purpose of this Article XIII B requirement, nor are they "proceeds of taxes:"

- **Rents, concessions, entrance fees, franchise fees** such as facility room rentals; equipment rentals; park, museum and zoo entrance fees, golf greens fees, on and off-street parking and tolls.
- **Fines, forfeitures, penalties** such as late payment fees, citations, parking fines, code enforcement fees and penalties, interest charges and other charges for violation of the law.
- **Assessments on real property or persons** for special benefit conferred.[16]

In order to make this determination under Article XIII B, the regulatory license (fees), user charges and fees of the entity should be examined in comparison with the costs of providing the regulation services or products. The analysis may aggregate reasonably related services for this analysis.[17] For example, you may:

- Group **planning and zoning** fees and charges for comparison with the costs of providing services for which those fees are charged;
- Group **building inspection, fire safety inspection, public works inspection and construction permit** fees and charges for comparison with the costs of providing services for which those fees are charged;
- Group **police department** fees and charges for comparison with the costs of providing services for which those fees are charged; and
- Group **parks and recreation** fees and charges for comparison with the costs of providing services for which those fees are charged.

If a determination is made that the proceeds from an aggregated group of regulatory licenses, user charges or user fees exceeds costs, then any such excess is to be considered "proceeds of taxes" under Article XIII B. Such a case requires further analysis to determine compliance of each user fee, regulatory license, and user charge in the aggregated group with Proposition 26 (California Constitutional Article XIII C, §1(e)); or, in the case of property-related fees, Proposition 218 (California Constitutional Article XIII D, §6). All taxes require voter approval (California Constitutional Article XIII C, §2).

Exclusions

The following are excluded from the Appropriations Subject to Limitation:

- Certain types of debt service costs;
- Qualified capital outlay;
- The costs of complying with court orders and federal mandates which, without discretion, require an expenditure for additional services or which unavoidably make the providing of existing services more costly;
- Appropriations required to refund taxes; and
- Local agency loan funds or indebtedness funds, or investment funds in bank accounts.

Debt Service. Certain types of debt service costs are not subject to the Appropriations Limit. Excludable debt service is limited to "appropriations required to pay the cost of interest and redemptions charges … on indebtedness existing or legally authorized as of January 1, 1978 or on bonded indebtedness thereafter approved … by a vote of the electors … ." Under certain conditions, a public entity's contribution to a pension fund may be an "indebtedness" exempt from the Appropriations Limit. Non-voter approved debt used to purchase qualified capital outlays may also be exempted.

Qualified Capital Outlay. Qualified Capital Outlay is an appropriation for a fixed asset (including land and construction) with a useful life of 10 years or more and a value which equals or exceeds one hundred thousand dollars ($100,000). This may include:

- Annual debt service and other financing costs;
- Certificates of participation;
- Lease-purchases;
- Periodic contributions into a capital reserve fund, provided that the funds are used to purchase a qualified capital asset;
- Purchases or rehabilitation which enhance the value of or extend the life of existing property, provided that the equipment, land, facility and/or construction costs meet the dollar and life expectancy criteria (10 years and $100,000). An example would be the addition of $100,000 sprinkler improvements to enhance an existing park sprinkler system. Another example would be the reconstruction of a deteriorated roadway; and
- Lease of a qualified capital asset.

Items which are *not* considered Qualified Capital Outlay include:

- Collections of lower-priced assets which, when aggregated, total more than $100,000; and
- Regular maintenance of assets.

Count only that portion of the asset(s) which are purchased with tax proceeds. An asset with multiple funding sources should be prorated in order to determine how much is exempt from the Appropriations Limitation.

Tip: Evaluate any contracts your agency has with other agencies or firms to identify any qualified capital outlays paid through the contract. These costs should be excluded from the Appropriations Limit. Consider separate billings for capital outlays.

Caution: Income from the rent or sale of a qualified capital asset may need to be counted as proceeds of taxes. If the asset was originally obtained using funds which would have been above the Appropriations Limit were it not for the qualified capital outlay exclusion, any revenue gained from the asset under these circumstances should be treated as proceeds of taxes.

Court Orders. If a court orders a public entity to spend money without discretion for additional services or if a court order unavoidably makes the provision of existing services more costly, the expenditures are not counted as Appropriations Subject to Limitation. In making a determination, in this area, one should consult legal counsel and consider the meaning of the terms “unavoidably,” “without discretion,” and “additional service.” Some additional cost areas include:

- Costs incurred to comply with court interpretation of an existing state statute or constitutional provision;
- Costs incurred to comply with court mandates imposed on a separate entity of local government to which other entities of government are subject.

Federal Mandates. The costs of compliance with a federal mandate which, like a court order, unavoidably and without discretion require an additional service or make an existing service more expensive may also be exempt from the Appropriations Limit. A federal mandate exists whenever failure to comply with the mandate “would result in substantial monetary penalties of loss of funds to public or private persons.”[18]

Examples of Federal Mandates

- Americans with Disabilities Act
- Clean Air Act
- Clean Water Act
- Comprehensive Environmental Response, Compensation and Liability Act
- Drug-Free Workplace Act
- Emergency Planning and Community Right-to-Know Act
- The Fair Labor Standards Act
- Family and Medical Leave Act
- Flood Disaster Protection Act
- Health Insurance Portability and Accountability Act
- Help America Vote Act and Voting Rights Language Assistance Act
- Immigration Reform and Control Act
- Job Training Partnership Act
- Justice for All Act
- National Historic Preservation Act
- Occupational Safety and Health Act
- Omnibus Transportation Employee Testing Act
- Public Health Service Act
- Residential Lead-Based Paint Hazard Reduction Act
- Resource Conservation and Recovery Act
- Safe Drinking Water Act
- Stewart B. McKinney - Vento Homeless Assistance Act
- Surface Transportation and Uniform Relocation Assistance Act
- Telecommunications Act
- Water Quality Act

Reserve Funds. Whenever tax proceeds are appropriated ***into*** a reserve fund (contingency, emergency, unemployment, reserve, retirement, sinking fund, trust or similar fund) they are to be counted as Appropriations Subject to Limitation in the year of appropriation. However, such funds are not included in the computation when they are ***withdrawn*** (or authorized to be withdrawn). Transfers among eligible reserve funds are also not counted as Appropriations Subject to Limitation.

There are two exceptions to this rule. Reserves created to: 1) fund future costs of qualified capital outlay; or 2) the damages of an eligible emergency may be created and financed outside of the Appropriations Limit. The specific capital outlay project should be clearly stated prior to funding the reserve, and strict accounting should be used for expenditure of the funds.

Each entity of government may establish such contingency, emergency, unemployment, reserve, retirement, sinking fund, trust or similar funds as it shall deem reasonable and proper. Contributions to any such fund, to the extent that such contributions are derived from the proceeds of taxes, shall for the purposes of this Article constitute appropriations subject to limitation in the year of contribution. Neither withdrawals from any such fund, nor expenditures of (or authorizations to expend) such withdrawals, nor transfers between or among such funds, shall for purposes of this Article constitute appropriations subject to limitation.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §5

Consistency is Key

There may be some variance among local governments as to interpretation of the specific funds to be included as Appropriations Subject to Limitation. The important thing is that those categories of revenues treated as proceeds in the base year are consistently treated as such in subsequent years. Any modification of the treatment of specific revenues must also make that revision in the base year (FY 1986–87) and re-adjust each subsequent year's appropriations limit.

Step by Step:
Determining the Appropriations Limit

1. Enter the Appropriations Limit for the entity for the prior year on Worksheet 7.
2. Determine the changes in population on Worksheet 5 and select the greater number for the year. Enter this on Worksheet 7.
3. Determine the change in cost of living under each of the two formulas and select the greater number for the year. Enter this on Worksheet 7.
4. Compute factors and Limits and enter on Worksheet 8.

10.07 Annual Adjustment of the Appropriations Limit

The total annual appropriations subject to limitation of the State and of each local government ***shall not exceed the appropriations limit*** *of the entity of government* ***for the prior year*** *adjusted for the* ***change in the cost of living*** *and the* ***change in population****, except as otherwise provided in this article.*

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §1

Each year, a local government must adjust its Appropriations Limit for two factors: 1) the change in the cost of living; and 2) the change in population.

Annual Adjustment of Appropriations Limit

$$L = L_{py} * (1+C) * (1+P)$$

L = Appropriations Limit of a local government for a fiscal year

L_{py} = Appropriations Limit of the public entity for the prior fiscal year

C = Change in cost of living as defined in law and chosen by the public entity for that year

P = Change in population as defined in law and chosen by the public entity for that year

However, the law allows a number of choices to the public entity for each of these factors. A local government that is not a school or college district may make a choice each year to define the **change in the cost of living** in either of two ways:

- The change in California per capita personal income; or
- The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

Local governments also have multiple options for defining the change in population. A city may choose either:

- The percentage change in population within the city; or
- The percentage change in population within the county in which the city is located (i.e., total population in the county meaning incorporated and unincorporated combined).

Special districts and counties have other choices (see table).

	Change in Population[19]	Change in the Cost of Living[20]
City	1) The percentage change in population within the city; or 2) the percentage change in population within the county in which the city is located (total in county: incorporated and unincorporated combined).	(A) the percentage change in California per capita personal income from the preceding year; or (B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.
Special District	1) The percentage change in population within the district; or 2) the percentage change in population within the county in which the district is located. 3) For a special district located in two or more counties, the district may use the percentage change in population in the county in which the portion of the district is located which has the highest assessed valuation.	
County	1) The percentage change in population within the county; or 2) the percentage change in population within the county, combined with the change in population within all counties having borders that are contiguous to that county; or 3) the percentage change in population within the incorporated portion of the county.	

Sources and Calculation Methods

Percentage changes in population for each year — including for a city, special district, county, or county incorporated area - are available from the California Department of Finance Demographics Unit.

The percentage change in California per capita personal income is defined in law as *California personal income*[21] *divided by the civilian population of the state*[22] *… divided by the similarly determined quotient for the next prior year."*[23] The Department of Finance is required to make this calculation and notify each local agency of the figure no later than May 1 of each year.[24]

The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction is properly defined as the dollar change in locally assessed non-residential valuation due to new construction from the prior year assessment roll to the most recent assessment roll divided by the total secured and unsecured assessment roll in the prior year.

"Change in the cost of living" for an entity of local government, other than a school district or a community college district, shall be either (A) the percentage change in California per capita personal income from the preceding year, or (B) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction. Each entity of local government shall select its change in the cost of living pursuant to this paragraph annually by a recorded vote of the entity's governing body.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §8(E)(2)

Change in assessment roll due to addition of local nonresidential new construction

$$C_{ar} = \frac{NRAV}{AR_{py}}$$

C_{ar} = Percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

NRAV = the dollar value of new nonresidential construction in the jurisdiction during the year following the prior-year assessment roll.

AR_{py} = the total secured and unsecured assessment roll in the jurisdiction in the prior year.

Check with your County Assessor for the elements of this calculation.

Annual Adjustment Factors Prior to 1990-91

For the years FY 1980–81 through FY 1989–90, the factors were, for each year: 1) the lesser of the change in the U.S. Consumer Price Index (CPI) or the change in California Per Capita Income; and 2) the change in population of the entity.

10.08 Exceeding the Limit

All revenues received by an entity of government, other than the state, in a fiscal year and in the fiscal year immediately following it in excess of the amount which may be appropriated by the entity in compliance with this article during that fiscal year and the fiscal year immediately following, it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §2(B)

If a government entity ends a fiscal year having more Appropriations Subject to Limit than its Appropriation Limit allows, the entity must return the excess either by reducing taxes or fees. Excess revenues in a year may be carried over for one year. That is, if a government entity exceeds its Appropriations Limit in a fiscal year, it can avoid a refund if it is below its Appropriations Limit in the next succeeding year by at least as much. The effect of this one year carry-over provision is that the amount of the combined Appropriations Subject to Limit over a two year period in excess of the combined Appropriations Limits for those two-years must be returned.[25]

The government entity must return the excess amount by a revision of tax rates or fee schedules within the next two subsequent fiscal years. Alternatively, the electors of a government entity may increase the appropriations limit of the entity. Such a change in an Appropriations Limit may not exceed four years from the most recent vote of the electors.[26]

Overrides

An Appropriations Limit override does not have to specify how the excess proceeds of taxes will be used by the entity (although it may). The amount of increase requested may be in the form of an absolute dollar amount, a percentage increase, an unspecified amount tied to increased revenue from a specific source or any combination or amount desired by the government entity.

The override may be held any time within the two years allowed to refund the excess funds. However, it is risky to wait too long before submitting an override to the voters. The four-year maximum period commences from the date of passage of the override.

10.09 Adoption Procedures and Annual Review

The Adoption Process

The law stipulates that each year each local government shall:

- By resolution of the governing board at a regularly scheduled meeting or noticed special meeting, establish its Appropriations Limit and make other necessary determinations pursuant to Article XIII B.
- Fifteen days prior to the meeting establishing the Appropriations Limit, make available to the public, documentation used in the determination of the Appropriations Limit and other necessary determinations.[27]
- Publish the Appropriations Limit and the Appropriations Subject to Limitation in the annual budget of the government entity.[28]
- Provide the Appropriations Limit and the Appropriations Subject to Limitation to the State Controller's Office on forms included with the filing of the Annual Statement of Financial Transactions.

There is no requirement that a public entity disclose the final amount of proceeds of taxes or Appropriations Subject to Limit. However, some public entities choose to document the actual amount of tax proceeds received and publicly provide notice that the Appropriations Limit has not (or has) been exceeded.

Annual Review and Enforcement

The annual calculation of the appropriations limit under this article for each entity of local government shall be reviewed as part of an annual financial audit.

— CALIFORNIA CONSTITUTIONAL ARTICLE XIII B §1.5

The annual calculation of the Appropriations Limit must be reviewed as part of an annual financial audit. The League of California Cities interprets this requirement as follows:

- An annual financial audit of the entity shall include a review of the adjustments made to the Appropriations Limit from the prior year.
- If the government entity alters or modifies its Appropriations Limit, the review will address those changes including any related revision of base year and intervening year calculations.
- The review will evaluate the accuracy of the computations and the adequacy of documentation. Completion of the worksheets in these guidelines or other alternative computations, along with required council motions will provide adequate documentation needed for the review.
- A local government need not conduct an annual audit of its "proceeds of taxes."[29]

The review will include the following procedures:

» Determine that the Appropriations Limit was adopted by the governing board of the entity, and that the population and inflation options were selected by a recorded vote of the governing board.

» Determine that the computations correctly compute the current year Appropriations Limit, taking into account the prior year Appropriations Limit, adjustments for the change in the cost of living and the change in population as defined and any alterations or modifications.

» Determine from supporting schedules or worksheets that the computations of the components used in the calculation of the Appropriations Limit are correctly calculated.

» Confirm the prior year Appropriations Limit used in this computation to the prior year Appropriations Limit adopted by the governing board during the prior fiscal year.

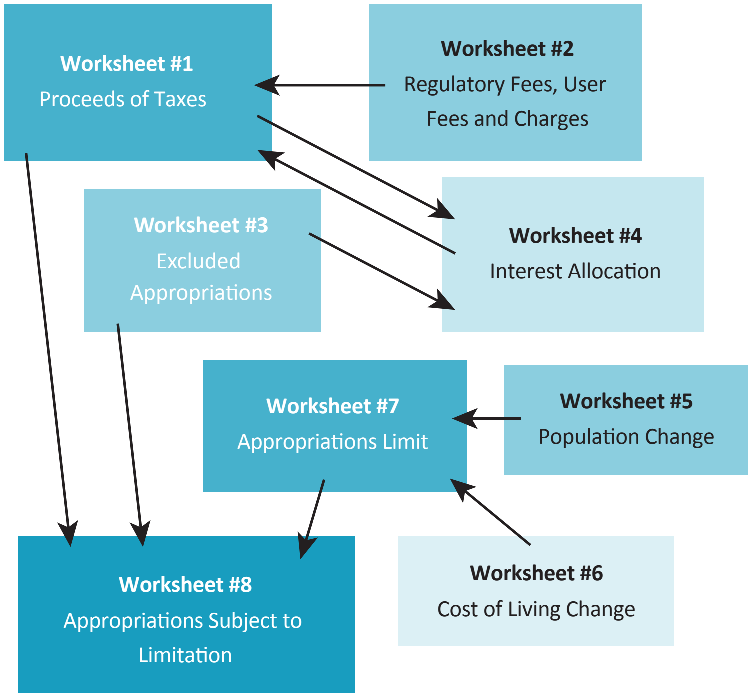
» The determination of whether actual revenues exceeded the Appropriations Limit should take place pursuant to other responsibilities of the financial auditor.

» The review of the Article XIII B computations must be conducted even if an entity does not normally conduct a full financial audit.

» The auditor should issue an "agreed-upon procedures" report to the governing board of the entity.

Article XIII B was intended by the drafters and the Legislature to be locally enforced by concerned citizens. There is no formal enforcement agency. The law limits challenges to the Appropriations Limitation calculation to a 45-day period, and the complainant must seek remedies in civil court.[30]

Gann Limit Calculations
Worksheet Information Flow



Endnotes

1 Cal. Const. art VIIIB §8(d).

2 *City of Sacramento v. the State of California* (1990) 50 C3d 51, Revenue and Tax Code §2206.

3 Cal. Const. art VIIIB §8(h).

4 Government Code §7902.7, Government Code §56811 for special districts, Government Code §56812 for cities.

5 Cal. Const. art. VIIIB §3.

6 Cal. Const. art. VIIIB §3(a).

7 Government Code §7913.

8 Ibid.

9 Cal. Const. art. VIIIB §3(c).

10 65 Ops. Atty. Gen. 151,3-2-82.

11 Cal. Const. art. XIII B §4.

12 *Santa Barbara County Taxpayers Association v. Board of Supervisors of Santa Barbara County* (1989) 209 Cal. App. 3d 940.

13 If a determination is made that the proceeds from an aggregated group (See Government Code §7905) of regulatory licenses, user charges, or user fees exceeds costs reasonably borne in providing the regulation, service, or product, then any such excess is “proceeds of taxes” under Article XIII B. A further analysis for compliance under Cal Const art XIII C, §1(e), or, in the case of property related fees, Cal. Const. art. XIII D.

14 Government Code §7904.

15 If a determination is made that the proceeds from an aggregated group (See Government Code §7905) of regulatory licenses, user charges, or user fees exceeds costs reasonably borne in providing the regulation, service, or product, then any such excess is “proceeds of taxes” under Article XIII B. A further analysis for compliance under Cal. Const. art. XIII C, §1(e), or, in the case of property related fees, Cal. Const. art. XIII D.

16 *County of Placer v. Corin (1980) 113 CA3d 449.*

17 Government Code §7905.

18 *City of Sacramento v. the State of California* (1990) 50 C3d 51, Rev and Tax Code §2206.

19 California Department of Finance population estimates http://www.dof.ca.gov/Forecasting/Demographics/Estimates/

20 California Department of Finance Price Factor and Population Information reports http://www.dof.ca.gov/Forecasting/Demographics/Estimates/

21 “ ... as published by the United States Department of Commerce in the Survey of Current Business for the fourth quarter of a calendar year ... ” Government Code §7901.

22 “ ... on January 1 of the next calendar year, as estimated by the Department of Finance ... ” Government Code §7901.

23 Government Code §7901.

24 Government Code §7909.

25 Cal. Const. art. XIII B §2(b).

26 Cal. Const. art. XIII B §4.

27 Government Code §7910.

28 Government Code §37200.

29 *Barratt American Inc. v. City of Rancho Cucamonga* (2005) 37 Cal. 4th 685).

30 Government Code §7910.

Worksheet #1
Proceeds of Taxes

City ______________________ FY __________

Revenue Source	a Proceeds of Taxes	b Non-Proceeds of Taxes	c Total
Taxes			
Property Tax			-
Sales and Use Tax			-
Transactions and Use Tax			-
Business License Tax			-
Utility User Tax			-
Transient Occupancy Tax			-
Documentary or Real Property Transfer Taxes			-
Parcel Taxes			-
Other Taxes			-
Fees from Worksheet #2 =>	-	-	-
Benefit Assessments			-
Franchises (Cable/Video, Solid Waste, Electric/Gas, etc.)			-
Fines, Forfeitures and Penalties			-
Rents, Royalties and Concessions			-
Gifts			-
Licenses and Permits			
*Include regulatory licenses and permits as regulatory fees in **Worksheet 2.***			
Include public property, facility or equipment rental licenses/permits in "rents" above.			
Include business license taxes in "taxes" above.			
From State			
Motor Vehicle License Fee			-
Homeowners Property Tax Relief Reimb.			-
Williamson Act			-
Motor Vehicle Fuel (gasoline) Tax			-
Proposition 42 Gasoline Sales Tax			-
Citizens Option for Public Safety (COPS)			-
Proposition 172 Public Safety Sales Tax			-
State Mandate Reimbursements			-
Other discretionary state grants and aid			-
Other non-discretionary state grants and aid			-
Repealed Subventions			
Criminal Justice Fee (Booking Fee) Relief			-
Discretionary Local Assistance (1999-00, 2000-01)			-
Police Technology Grants (CLEEP)			-
Liquor License Fees			-
Highway Carriers Uniform Business Tax			-
Financial Aid to Local Agencies			-
Business Inventory Exemption Reimbursement			-
Trailer Coach / Mobile Home VLF			-
1978-79 Bailout Funds			-
Other Governments			
Federal General Revenue Sharing			-
Federal CDBG			-
Housing (HUD)			-
Disaster Reimbursement			-
Other			-
Other Miscellaneous			
Sale of property (See "Qualified Capital Outlays")			-
Interfund transfers			-
	To Worksheet 4		
1 **Sub-Total non-interest revenues**	-	-	-
2 **Interest Earnings** from Worksheet #4 =>		-	-
3 **Reserve Withdrawls**			-
	To Worksheet 8		
4 **Total**	-	-	-
			To Worksheet 4
		Total revenue plus reserve withdrawls (1c + 3c)	-

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Worksheet #2
Regulatory Fees, User Fees and Charges

City: - FY: -

		a	i	ii	b=i+ii	c=b-a	d
	Program Area	Fee Revenue	Direct Costs	Allocated Overhead	Total Costs	Costs minus Revenues	Revs > Costs? C=negative
1	General Gov't - Management/Support				-	-	-
2	Police - Law Enforement				-	-	-
3	Transportation - Public Works				-	-	-
4	Planning and Development				-	-	-
5	Building, Construction and Fire Safety				-	-	-
6	Parks and Recreation, museums, etc.				-	-	-
7	Water				-	-	-
8	Sewer				-	-	-
9	Solid Waste				-	-	-
10	Other				-	-	-
11					-	-	-
12					-	-	-
13					-	-	-
14					-	-	-
15					-	-	-

16 Proceeds of Taxes => - (To Worksheet 1; = sum of column d)

Non-Proceeds of taxes => - (To Worksheet 1; =sum of column a minus d16)

Do not include: rents, entrance fees, royalties, concessions, franchises, fines, forfeitures, penalties, or assessments on real property.

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Worksheet #3
Excluded Appropriations

City | - | FY | -

	Amount
Court Orders	
sub-total	-
Federal Mandates	
sub-total	-
Qualified Capital Outlay	
sub-total	-
Qualified Debt Service	
sub-total	-
	To Worksheets 4 and 8
Total Exclusions	-

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Worksheet #4
Interest Allocation

City | - | FY | -

	Amount	Source
a) Non-interest Tax Proceeds	-	from Worksheet #1
b) Minus Exclusions	-	from Worksheet #3
c) Net invested proceeds from taxes	-	a-b
d) Total revenue plus reserve withdrawls	-	from Worksheet #1
e) Proceeds of taxes as a percentage of revenues		c / d
f) Interest earnings - Total	To Worksheet 1	
g) Amount of interest earned from "proceeds of taxes"	To Worksheet 1	e * f

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Worksheet #5
Population Changes

City | -

For Fiscal Year	Jan 1	City Population	Countywide Population	Jan 1	City Population	Countywide Population	City % Change	County % Change
1986-87	1985			1986				
1987-88	1986	-	-	1987				
1988-89	1987	-	-	1988				
1989-90	1988	-	-	1989				
1990-91	1989	-	-	1990				
1991-92	1990	-	-	1991				
1992-93	1991	-	-	1992				
1993-94	1992	-	-	1993				
1994-95	1993	-	-	1994				
1995-96	1994	-	-	1995				
1996-97	1995	-	-	1996				
1997-98	1996	-	-	1997				
1998-99	1997	-	-	1998				
1999-00	1998	-	-	1999				
2000-01	1999	-	-	2000				
2001-02	2000	-	-	2001				
2002-03	2001	-	-	2002				
2003-04	2002	-	-	2003				
2004-05	2003	-	-	2004				
2005-06	2004	-	-	2005				
2006-07	2005	-	-	2006				
2007-08	2006	-	-	2007				
2008-09	2007	-	-	2008				
2009-10	2008	-	-	2009				
2010-11	2009	-	-	2010				
2011-12	2010	-	-	2011				
2012-13	2011	-	-	2012				
2013-14	2012	-	-	2013				
2014-15	2013	-	-	2014				
2015-16	2014	-	-	2015				
2016-17	2015	-	-	2016				
2017-18	2016	-	-	2017				
2018-19	2017	-	-	2018				
2019-20	2018	-	-	2019				
2020-21	2019	-	-	2020				
2021-22	2020	-	-	2021				
2022-23	2021	-	-	2022				
2023-24	2022	-	-	2023				

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Worksheet #6
Cost of Living Adjustment Factors

City -

Factors for Fiscal Year	a Percentage Change in Per Capita Personal Income *Source: Calif Dept of Finance*	published	b NRAV Dollar Value of New Nonresidential Construction in the jurisdiction *Source: County Assessor*	from ...	c AR_{py} Total secured and unsecured assessment roll in the jurisdiction *Source: County Assessor*	for ...	d = b ÷ c Change in assessment roll due to addition of local nonresidential new construction
1987-88	3.47%	May 1, 1987		1986 to 1987		1986	
1988-89	4.66%	May 1, 1988		1987 to 1988		1987	
1989-90	5.19%	May 1, 1989		1988 to 1989		1988	
1990-91	4.21%	May 1, 1990		1989 to 1990		1989	
1991-92	4.14%	May 1, 1991		1990 to 1991		1990	
1992-93	-0.64%	May 1, 1992		1991 to 1992		1991	
1993-94	2.72%	May 1, 1993		1992 to 1993		1992	
1994-95	0.71%	May 1, 1994		1993 to 1994		1993	
1995-96	4.72%	May 1, 1995		1994 to 1995		1994	
1996-97	4.67%	May 1, 1996		1995 to 1996		1995	
1997-98	4.67%	May 1, 1997		1996 to 1997		1996	
1998-99	4.15%	May 1, 1998		1997 to 1998		1997	
1999-00	4.53%	May 1, 1999		1998 to 1999		1998	
2000-01	4.91%	May 1, 2000		1999 to 2000		1999	
2001-02	7.82%	May 1, 2001		2000 to 2001		2000	
2002-03	-1.27%	May 1, 2002		2001 to 2002		2001	
2003-04	2.31%	May 1, 2003		2002 to 2003		2002	
2004-05	3.28%	May 1, 2004		2003 to 2004		2003	
2005-06	5.26%	May 1, 2005		2004 to 2005		2004	
2006-07	3.96%	May 1, 2006		2005 to 2006		2005	
2007-08	4.42%	May 1, 2007		2006 to 2007		2006	
2008-09	4.29%	May 1, 2008		2007 to 2008		2007	
2009-10	0.62%	May 1, 2009		2008 to 2009		2008	
2010-11	-2.54%	May 1, 2010		2009 to 2010		2009	
2011-12	2.51%	May 1, 2011		2010 to 2011		2010	
2012-13	3.77%	May 1, 2012		2011 to 2012		2011	
2013-14	5.12%	May 1, 2013		2012 to 2013		2012	
2014-15	-0.23%	May 1, 2014		2013 to 2014		2013	
2015-16	3.82%	May 1, 2015		2014 to 2015		2014	
2016-17	5.37%	May 1, 2016		2015 to 2016		2015	
2017-18	3.69%	May 1, 2017		2016 to 2017		2016	
2018-19	3.67%	May 1, 2018		2017 to 2018		2017	
2019-20		May 1, 2019		2018 to 2019		2018	
2020-21		May 1, 2020		2019 to 2020		2019	
2021-22		May 1, 2021		2020 to 2021		2020	
2022-23		May 1, 2022		2021 to 2022		2021	
2023-24		May 1, 2023		2022 to 2023		2022	
2024-25		May 1, 2024		2023 to 2024		2023	

Select highest factor for the year (column a or d) to Worksheet 7

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Worksheet #7
Appropriations Limit

City - FY -

		percent	Amount (ratio)	Source
a)	Prior Year Appropriations Limit			Prior year schedules
b)	Adjustment Factors	percent	ratio	
	1) Population Change		1.000	Select from Worksheet 5
	Population in city or county?			"city" or "county"
	2) Cost of Living		1.000	Select from Worksheet 6
	State CPI or % New non-residential?			"CPI" or "%new non-resid AV"
	3) Combined adjustment factor		1.000	b1 * b2
c)	Adjusted Limit		-	a * b3
d)	Alterations			
	Transfer of Financial Responsibility			
	Transfer to Fees			
	Emergency			
	Voter Override			
	Total Alterations		-	sum of d
e)	Appropriations Limit - Current Year		-	c + d

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Worksheet #8
Appropriations Subject to Limitation

City - FY -

		Amount	Source
a)	Proceeds of Taxes	-	Worksheet #1
b)	Exclusions	-	Worksheet #3
c)	Appropriations Subject to Limitation	-	a-b
d)	Appropriations Limit (current year)	-	Worksheet #7
e)	Under (Over) Limit	-	d-c

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STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: Board Clerk Earns Master Municipal Clerk Designation (MMC)

RECOMMENDATION

Informational Only

DISCUSSION

The International Institute of Municipal Clerks (IIMC) awards the prestigious Master Municipal Clerk (MMC) designation only to those Municipal Clerks who have successfully completed rigorous educational requirements and demonstrated significant contributions to their local government, community, and the municipal clerk profession.

As the demands of local government continue to evolve, it is essential for public servants to remain current with changing laws, technologies, and the needs of the communities they serve. Ms. Barringer's achievement of the MMC designation reflects an exceptional commitment to lifelong learning, professional development, and public service.

This accomplishment represents a significant milestone and stands as a testament to her dedication, leadership, and pursuit of excellence in municipal administration. Attaining the MMC designation requires years of sustained effort, advanced education, and meaningful contributions to the profession.

Through her commitment to the highest standards of public service and her continued investment in professional growth, Ms. Barringer exemplifies the values and principles of the municipal clerk profession. The District proudly recognizes and congratulates her on this distinguished achievement and extends its appreciation for her unwavering dedication to serving the community with integrity, professionalism, and excellence. The Board expresses its sincere appreciation for her contributions to the District and the community and wishes her continued success in her professional endeavors.

International Institute

Municipal Clerks

HEREBY CONFERS THE TITLE OF

Master Municipal Clerk

UPON

Domine Barringer, MMC

IN FULFILLMENT OF REQUIREMENTS PRESCRIBED BY THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS

CERTIFIED ON July 02, 2026

IIMC PRESIDENT

Beatrice Nevarez Rodriguez, Ed.D.

IIMC DIRECTOR OF PROFESSIONAL DEVELOPMENT

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: The Economist (Science & Technology Section)

INFORMATIONAL ARTICLE: The Economist (Science and Technology article summarizing recent climate research indicating that Earth's energy imbalance (EEI) has increased significantly over the past two decades, suggesting global warming may be occurring faster than some climate models projected. The article reviews satellite and ocean monitoring data, discusses potential causes, and highlights ongoing scientific efforts to improve climate forecasting.

SOURCE PUBLICATION: *The Economist* (Science & Technology Section)

ARTICLE TITLE: "The rate at which Earth is absorbing energy is alarming scientists" (Print edition headline: *Reflections on a Warming Planet*)

LINK:
The article appears to be an Economist subscriber article. The public article page is: https://www.economist.com/science-and-technology/ , which will require the reader to sign up for a subscription.

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: July 30, 2026

Subject: Monterey County Special District Association (California Special District Association (CSDA)) Meeting 07-21-26

DISCUSSION

The quarterly Monterey County Special District Association meeting was held 07-21-26 at Bayonet and Blackhorse clubhouse.

The featured speaker was Lorenzo Rios, President of the CSDA for the term 2026-2028. His primary message was that Special Districts are a unique form of government and that they should be recognized for the excellent work that they do.

Rachelle Noroyan, Public Affairs CSDA gave a brief update on legislative activity in the state. The state legislature recess began on July 2nd and they will return to session on August 3rd. During the second year of the 2025-26 legislative session, CSDA reviewed 2,178 measures, adopted position on 1,475 bills and other measures. Key advocacy focuses include protecting local revenue, supporting infrastructure for affordable housing, and ensuring equitable access to funding. Notable legislative actions included opposition to the California High-Speed Rail Authority's tax increment financing proposal, sponsorship of Sente Bill 992 to ease audit requirements for smaller special districts, and the establishment of Special Districts Week. CSDA also continues to advocate legislation aimed at enhancing local agency funding and infrastructure development while opposing measures that could negatively impact special district revenues. The update emphasized the importance of special districts in providing essential services and the need for legislative support to maintain their financial stability and operational effectiveness.

FINANCIAL

No impact

AGENDA

REGULAR MEETING OF THE
SPECIAL DISTRICTS ASSOCIATION
OF MONTEREY COUNTY

Tuesday, July 21, 2026

1. – Call to Order, welcome, introductions: President Mary Ann Leffel

2. – Dinner

3. – Speaker: TBA

   Topic: TBA

4. – Approval of Minutes from the April 21st, 2026 meeting

5. – New/Old Business

6. – Informational Reports:

   a. Legislative Chair Report – Vince Ferrante
   b. Finance Committee Chair Report – Rick Verbance
   c. CSDA Coastal Network 5 Representative Report – Vince Ferrante/Richelle Noroyan
   d. LAFCO Representative Report – Ken Wysocki, Executive Director
   e. Other Reports –

7. – Members comments:

8. – Suggested topics and/or speakers for next agenda; next meeting date; location:

   Bayonet Blackhorse Golf Course Club House
   Tuesday, October 20th, 2026, 6:00 pm

9. – Adjournment

Announcements on Subjects of Interest to the Board Made by Members of the Board or Staff

a. *Oral reports or announcements from Board President, Directors or staff concerning their activities and/or meetings or conferences attended.*

PBCSD Board Public Meeting Notice & Agenda – The next PBCSD meeting is scheduled for:
Friday, July 31st, 2026, at 9:30 a.m. –Director Cole is scheduled to attend
Friday, August 2026, at 9:30 a.m. –No Meeting – Pebble Beach Community Service District

Special Districts Association (SDA) of Monterey County – The next SDA meeting is scheduled for:
Tuesday, October 20, 2026, at 6:00 p.m. –President Siegfried scheduled to attend the meeting
Tuesday, January (TBD), 2027, at 6:00 p.m. –President Siegfried scheduled to attend the meeting

Reclamation Management Committee (RMC) Meeting – The next RMC meeting is scheduled for:
Tuesday, July 14th, 2026, at 9:30 a.m. Director Cole and Director Weiland are scheduled to attend.

Closed Sessions

Adjournment