



CARMEL AREA WASTEWATER DISTRICT

Regular Board Meeting

3945 Rio Road, Carmel, CA 93923

October 31, 2024
Thursday
9:00AM

Public Comment



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928

607 Charles Ave. Suite B, Seaside, Ca 93955
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October 21, 2024

(SENT PDFs BY E-MAIL)

Carmel Area Wastewater District Board of Directors
3945 Rio Road
Carmel, CA 93923

Re: Carmel Highland Sewer Connections to Force Main
Keig properties at 70 Coast Highway 1 and Corona Road

Dear Board Members:

This is to request on behalf of Dan and Dasha Keig that the following matter be heard by the Board of Directors at the soonest available board meeting. We are seeking a determination by the Board of Directors of the Carmel Area Wastewater District (CAWD) regarding a recently discovered "double-standard" relating to new connections to your sanitary sewer systems.

In particular, district staff is now asserting that the new connection from the Keig properties to the existing force main in Highway 1 must be restricted to only contain septic system effluent. This requirement would require them to maintain their existing septic systems. The CAWD receives raw sewage from all other customers. We are told this would also apply to all properties on Highway 1 that are southerly of Ribera Road, that must connect to the force main for sewer service, although this request is for the Keig properties, (that were already approved for connection to the CAWD).

The CAWD Standard Plans and Specifications, Ordinance 2019-02, does not contain any provisions for direct connections to sanitary sewer force mains. The CAWD Code of Ordinances does not require pre-treatment of Domestic Wastewater. The annual fees for customers do not allow for discounted amounts for those customers who are required to continue to shoulder the expenses of maintaining their septic tanks.

As a matter of background, the following should be taken into account:

- From 2008 to 2010, the Keig gas station & store, the Carmel Highlands Fire District property, the Tydings property, and the O'Boyle properties were annexed into the CAWD. A combined Coastal Development Permit was obtained for the sewer connections and annexations.
- The Carmel Highlands Fire District joined this process after Dan Keig had already begun pursuing the annexation and permits for the gas station property.
- There was an agreement to have a single connection to the existing CAWD force main, shared by the Fire District and Keig, and the costs of that connection would be equally shared.

- The Carmel Highlands Fire District completed their connection and abandoned their old septic system.
- The Carmel Highlands Fire District has not honored the original agreement with Keig insofar as they will not allow a connection to the stub-out that was originally installed to serve that very purpose.
- Dan and Dasha Keig have lobbied to get the Corona Road Assessment District formed as another available method to connect their properties to the CAWD. The assessment district vote failed due to its high cost.
- The plans for a private pump for the Keig properties have been submitted to CAWD for approval. The plans now show the Keig connection within Highway 1, where the fire district has no jurisdiction, because the pipes in the highway are owned by the CAWD.

We then discovered that the CAWD engineer would not approve the plan submittal unless the existing septic systems were retained. This is the "double-standard" that has been imposed by the CAWD staff. And in addition, there is no provision in the district's regulations to compensate for the extra expenses of maintaining septic tanks.

Furthermore, it is clear the objectives of the state and county health departments are to eliminate septic systems. The concept of the CAWD staff to only accept treated effluent from septic systems is contrary to that objective. It is the exclusive right of the Board of Directors to establish such policy for the district.

We request that this matter be heard at the scheduled November 21, 2024, meeting so the CAWD Board of Directors can make a determination regarding the Keig properties connection. We request that the original designs for the Keig project be approved, as those plans specify the use of grinder pumps so that only macerated sewage would be injected into the existing force main.

In addition, we request that the Board adopt a policy that addresses future hook-ups to the force main south of Ribera Road and to direct staff to return at a later date with policy language for the Board to consider and approve. Contact us if you have any questions, or need additional information.

Sincerely yours,



Steven C. Wilson

cc: Barbara Buikema, General Manager
Patrick Treanor, District Engineer
Dan & Dasha Keig, property owners

Public Comment Response

District Engineer - Patrick Treanor



Carmel Area Wastewater District

P.O. Box 221428 Carmel California 93922 ❖ (831) 624-1248 ❖ FAX (831) 624-0811

Barbara Buikema
General Manager
Patrick Treanor
District Engineer
Robert R. Wellington
Legal Counsel

Board of Directors

Suzanne Cole
Michael K. Rachel
Robert Siegfried
Kevan Urquhart
Ken White

October 23rd, 2024

Steve Wilson
Monterey Bay Engineers, Inc.
607 Charles Ave. Suite B
Seaside, CA 93955

**RE: Application for Sewer Connection to Forcemain – Keig Properties 70 Hwy 1,
Carmel Highlands**

Dear Mr. Wilson,

This letter is in response to your letter dated October 21st, 2024 regarding an application to connect the Carmel Highlands Gas Station raw sewage directly to the Carmel Area Wastewater District forcemain located in the Highway 1 Caltrans right of way.

Your letter states that District staff are applying a “double standard”, and states that all other sewer connections in the Highlands area are raw sewage. These statements are misapprehensions. As I have informed you several times, since 2014 the District has only allowed private pumped connections in the Highlands to discharge septic tank effluent. There are currently a total of 6 private pumped connections in the Highlands area and 4 of them pump only septic tank effluent. The 2 pumped connections that do discharge raw sewage were both installed prior to 2014, and one of those systems failed about a year ago from a clogged check valve, resulting in raw sewage from the District forcemain overflowing on private property.

The District engineering staff are charged with promoting the installation of resilient sewer infrastructure that will not fail. The Highlands area is unique and the District

takes on elevated risk accepting individual pressurized lines in the Caltrans right-of-way. We have been responsive in working with you and the property owner in finding creative solutions to connect the subject property, and recognize that it was disappointing that the Corona Rd assessment district failed. We have provided a feasible alternative that will be acceptable to the District which has been applied at 4 other properties in the Highlands without issue.

As with any application for a new connection the District Engineer reviews the design for conformance with the Standard Plans and Specifications. In the case of your application for connecting a pressurized private line directly to a pressurized District forcemain, the District Standard Plans and Specifications require that the specifications and details shall be designed and constructed as required by the District Engineer (see excerpt below).

Excerpt from CAWD Sanitary Sewer Standard Plans & Specifications Volume I, Section 1.01 "INTRODUCTION", second paragraph:

The purpose of these STANDARD PLANS AND SPECIFICATIONS is to provide minimum standards for the design, construction, repair, and alterations of sanitary sewer systems within the Carmel Area Wastewater District. These specifications and details establish minimum acceptable design and construction criteria. More stringent requirements may be imposed by the District Engineer based on specific project conditions. Any items that are not included in these specifications and details shall be designed and constructed as required by the District Engineer.

We continue to support new connections to the District and remain willing to support this project, on the condition that the discharge into the District forcemain will be septic tank effluent (as has been required for all other similar connections since 2014).

Sincerely,



Patrick Treanor, P.E.
District Engineer

CC:

Dan & Dasha Keig
Board of Directors, Carmel Area Wastewater District

Agenda Changes

CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the Board of Directors may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations, or to confer with the District's Meyers-Milias-Brown representative.*

A. Conference with Labor Negotiators:

The Board will meet in closed session pursuant to Government Code Section 54957.6:

- **Agency Designated Representative:** Barbara Buikema, General Manager, Patrick Treanor, District Engineer, Chris Foley, Maintenance Superintendent, Rick Bolanos Legal Counsel

Employee Organization: LiUNA United Public Employees of California, Local 792

Note: District Legal Counsel will report out concerning any reportable action taken in the closed session in open session



CARMEL AREA WASTEWATER DISTRICT REGULAR BOARD MEETING MINUTES

Thursday, 9:00 a.m., September 26, 2024

3945 Rio Road

Carmel, California 93950

Via Teleconference Webinar & In Person with Proof of Vaccination

CALL TO ORDER - ROLL CALL - The meeting was called to order at 8:59 a.m.

**Signifies Virtual Attendance*

Present: President Ken White, Pro Tem Bob Siegfried, Directors: Cole, Rachel, Urquhart

Absent: None

A quorum was present.

Others: Barbara Buikema, General Manager Carmel Area Wastewater District (CAWD or District)
Domine Barringer, Board Clerk, CAWD
Patrick Treanor, District Engineer, CAWD
Jeff Bandy, Principal Engineer, CAWD
Chris Foley, Maintenance Superintendent, CAWD
Daryl Lauer, Collections Superintendent, CAWD
Ed Waggoner, Plant Superintendent, CAWD
Kevin Young, Plant Supervisor, CAWD*
Rob Wellington, Wellington Law Offices, CAWD Legal Counsel
Jeffrey Froke, Director, Pebble Beach Community District (PBCSD)
Nick Becker, General Manager, PBCSD

In Person Public Attendees:

Ken Spilfogel | President Carmel Restaurant Association

***Virtual Public Attendees:**

Chuck Else | Principal, Osborne Partners Capital Management, LLC
Steve Thomas | TBC Communications
Mary Bilse*

APPEARANCES, 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. Appearance/Public Comments was moved to after the closed session just before the regular meeting material so any attendees could make public comments.*

2. **Agenda Changes:** *Any requests to move an item forward on the agenda will be considered at this time. The Board was in consensus to pull Item number 22 on the agenda, Resolution 2024-43. President White requested that Appearances/Public Comments be moved after the Closed Session before the regular meeting. The Board was in consensus with this change.*

3. **CLOSED SESSION:** *As permitted by Government Code Section 54956 et seq., the Board of Directors may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations, or to confer with the District's Meyers-Milias-Brown representative.*

A. Conference with Labor Negotiators:

The Board will meet in closed session pursuant to Government Code Section 54957.6:

- **Agency Designated Representative:** Barbara Buikema, General Manager, Chris Foley, Maintenance Superintendent, Rick Bolanos Legal Counsel **Employee Organization:** LiUNA United Public Employees of California, Local

Legal Counsel report out of the closed session information in open session

The board entered into the closed session at 9 a.m. to discuss labor negotiations. The Board ended closed session at 9:56 a.m. The Board reconvened into open session at 9:57 a.m. and Legal Counsel reported out that the board took up the item on the agenda and discussed item 3A regarding labor negotiations of the represented employees and the Board concluded their discussion of this item. There was no reportable action taken.

4. **Reconvened Back Into Open Session at 9:57 a.m. and the Board requested if there were any appearances or public comments.**

5. Receive Staff Report -for Ordinance 2024-02 Uniform Plumbing Ordinance –Report by District Engineer, Patrick Treanor

Note: There is one staff report for Ordinance 2024-02 and Ordinance 2024-03

OPEN PUBLIC HEARING

Open Public Hearing on Thursday, 9:59 a.m., September 26, 2024, or Soon Thereafter as the Matters May Be Taken Up considering Ordinance 2024-02 Uniform Plumbing Ordinance for Fiscal Year 2024-25.

Public Hearing Comments:

Mr. Spilfogel, President of the Carmel Restaurant Association, addressed the board regarding the restaurants not being in compliance with the ordinance and the importance of the issuances of business licenses and the enforcement of the rules.

Ordinance 2024-02; AN ORDINANCE (1) REPEALING AND REPLACING ORDINANCE NO. 2019-01 UNIFORM PLUMBING ORDINANCE OF THE CARMEL AREA WASTEWATER DISTRICT, AND (2) ADOPTING THE UNIFORM PLUMBING ORDINANCE OF THE CARMEL AREA WASTEWATER DISTRICT (redline version)

The Chair requested input from the board and after hearing their comments moved forward by addressing and approving the redline corrections. The Chair then requested a motion from the board, which closed the public hearing at 10:21 a.m.

A Motion To Approve Ordinance 2024-02 Was Made By Director Siegfried And Seconded By Director Urquhart. Following A Roll Call Vote, The Board Unanimously Passed Ordinance 2024-02 Repealing And Replacing Ordinance No. 2019-01 Uniform Plumbing Ordinance Of The Carmel Area Wastewater District, And (2) Adopting The Uniform Plumbing Ordinance Of The Carmel Area Wastewater District.

6. Receive Staff Report -for Ordinance 2024-03 Administrative Penalties-Report by District Engineer, Patrick Treanor

OPEN PUBLIC HEARING

Open Public Hearing on Thursday, 10:21 a.m., September 26, 2024, or Soon Thereafter as the Matters May Be Taken Up considering Ordinance 2024-03 Administrative Penalties for Fiscal Year 2024-25.

There was no public comment made during this public hearing. The Chair requested discussion from the board and having none the board made a motion on Ordinance 2024-03, which closed the public hearing at 10:22 a.m.

Ordinance 2024-03; AN ORDINANCE (1) REPEALING AND REPLACING ORDINANCE NO. 2019-03 ADMINISTRATIVE PENALTIES ORDINANCE OF THE CARMEL AREA WASTEWATER DISTRICT, AND (2) ADOPTING THE ADMINISTRATIVE PENALTIES ORDINANCE OF THE CARMEL AREA WASTEWATER DISTRICT (redline version)

A Motion To Approve Ordinance 2024-03 Was Made By Director Cole And Seconded By Director Siegfried. Following A Roll Call Vote, The Board Unanimously Passed Ordinance 2024-03 Repealing And Replacing Ordinance No. 2019-03 Administrative Penalties Ordinance Of The Carmel Area Wastewater District, And (2) Adopting The Administrative Penalties Ordinance Of The Carmel Area Wastewater District.

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.

Board Action

A Motion To Receive And Approve The Consent Agenda Was Made By Director Siegfried And Seconded By President White. After A Roll Call Vote, The Board Unanimously Received And Approved The Following Consent Calendar/Agenda.

- 7.** August 26,2024 Regular Board Meeting Minutes, September 11, 2024 Salary & Benefits Minutes, September 17, 2024 Special Meeting Minutes
- 8.** Receive and Accept Bank Statement Review by Clifton Larson Allen (CLA)-August 2024
- 9.** Receive and Accept Schedule of Cash Receipts & Disbursements-August 2024
- 10.** Approve Register of Disbursements – Carmel Area Wastewater District-August 2024
- 11.** Approve Register of Disbursements – CAWD/PBCSD Reclamation Project –August 2024
- 12.** Receive and Accept Financial Statements and Supplementary Schedules-August 2024
- 13.** Receive and Accept Collection System Superintendent’s Report –August, July & June 2024
- 14.** Receive and Accept Safety and Regulatory Compliance Report –August 2024
- 15.** Receive and Accept Treatment Facility Operations Report –August, July & June 2024
- 16.** Receive and Accept Laboratory/Environmental Compliance Report –August 2024
- 17.** Receive and Accept Capital Projects Report/Implementation Plan
- 18.** Receive and Accept Project Summaries – Capital & Non-Capital
- 19.** Receive and Accept Plant Operations Report- August 2024
- 20.** Receive and Accept Maintenance Projects Report – August 2024
- 21.** Receive and Accept Source Control-Environmental Compliance Report- August 2024

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

- 22. Resolution No. 2024-53;** A Resolution Authorizing The General Manager To Purchase Effluent Pump Rebuild Parts From JM Squared In Fiscal Year 2024-25 In An Amount Not To Exceed \$60,000- *Report By Maintenance Superintendent, Chris Foley*

The Board was in consensus to pull Resolution 2024-43 from the agenda.

- 23. Resolution No. 2024-54;** A Resolution Authorizing The General Manager To Purchase Two Gem Utility Carts From Total Industries In Fiscal Year 2024-25 In An Amount Of \$46,468.38- *Report By Maintenance Superintendent, Chris Foley*

A Motion To Approve The Resolution Was Made By Director Urquhart And Seconded By Director Cole. Following A Roll Call Vote, The Board Unanimously Passed Resolution 2024-54 Authorizing The General Manager To Purchase Two Gem Utility Carts From Total Industries In Fiscal Year 2024-25 In An Amount Of \$46,468.38.

- 24. Resolution No. 2024-55;** A Resolution Authorizing The General Manager To Update The Contract With Enterprise Automation In Fiscal Year 2024-25 In An Amount Of \$75,000- *Report By Maintenance Superintendent, Chris Foley*

A Motion To Approve The Resolution Was Made By Director Urquhart And Seconded By Director Siegfried. Following A Roll Call Vote, The Board Unanimously Passed Resolution 2024-55 Authorizing The General Manager To Update The Contract With Enterprise Automation In Fiscal Year 2024-25 In An Amount Of \$75,000.

- 25. Resolution No. 2024-56;** 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 Non-Represented Employees- *Report By General Manager, Barbara Buikema*

A Motion To Approve The Resolution Was Made By President White And Seconded By Director Cole. Following A Roll Call Vote, The Board Passed Resolution 2024-56 with Yes votes from President White, Directors; Cole, Rachel, Siegfried and a No Vote from Director Urquhart.

COMMUNICATIONS

- 26. General Manager Report-** *Report by General Manager, Barbara Buikema* *

- Annual Picnic Suggested Date October 23, 2024 at 11:30 a.m.

OTHER ITEMS BEFORE THE BOARD

- 27. Conversion of the Newsletter (or part of it) to an email format-** *Report by General Manager, Barbara Buikema*

A Motion To Place In the News Letter The Option For Constituents To Sign Up For The Email Version of the Newsletter Or To Receive The Newsletter Through Traditional Mail Was Made By President White And Seconded By Director Siegfried. Following A Roll Call Vote, The Board Unanimously Accepted Leaving It Up To The Constituents On How They Would Like To Receive The Newsletter.

28. Clifton Larsen Allen (CLA) Independent Accountant Response Letter

Request To Modify The Following Language: "This report is intended solely for the information and use of the Board of Directors of Carmel Area Wastewater District and is not intended to be and should not be used by anyone other than the specified parties"

The Board was in consensus to maintain the existing agreement with CLA and would like to append/suggest to notify the public that the CLA letter is available to the public in lieu of the statement listed on the independent accountant response letter stating, "This report is intended solely for the information and use of the Board of Directors of Carmel Area Wastewater District and is not intended to be and should not be used by anyone other than the specified parties". On future agendas a note clarifying the public's use of this document will be listed under the CLA Independent Accountant letter agenda item that the letter is available to the public.

29. Monterey County Treasurer Report – As of June 30, 2024

A Motion To Accept The Report Was Made By Director Urquhart And Seconded By President White. Following A Roll Call Vote, The Board Unanimously Accepted The June 30,2024 Monterey County Treasurer's Report.

30. Legal response to the Board's question regarding the District responsibilities and powers of annexed areas- *Report by Legal Counsel, Rob Wellington*

Board was in consensus in accepting the oral report from Legal Counsel regarding the District responsibilities and powers of annexed areas.

Rob Wellington, District Counsel, cited the codes sections as it applies to the District and that the District may compel when there is a sewer line in place. The word "may" is discretionary. The District may prohibit someone from connecting to the facility if there is a sewer line in the street and therefore creating a septic tank situation and using the septic tank instead of connecting to the District line. It allows the District to do what may be done but does not say what the District may not do. The implications is you may not do the opposite.

INFORMATION/DISCUSSION ITEMS

31. Internship Project Power Point Presentation,-Report by Plant Superintendent, Ed Waggoner

The PowerPoint presentation was presented to the Board and posted to the District website.

A Motion To Continue The Internship Program Was Made By President White and Seconded by Director Urquhart. Following A Roll Call Vote, The Board Unanimously Accepted The Continuation of Program And Requested That A Budget Be Provided As Soon As Possible.

32. Pebble Beach Community Service District Meeting Was Not Held In August 2024

33. Informational Meeting On Carmel Lagoon

- County certified the final Environmental Review on the Carmel Lagoon and Scenic Road and it included; A midpoint slope wall on the point, continuing sand bar management, as well as use of garden wall, and home elevation.
- Federal Emergency Management Agency (FEMA) – 2015 estimated cost for home elevation \$230K per home and FEMA would pay 75% and homeowner would pay 25% and this would include all the infrastructure, which includes the District pipes. However, they are not taking into consideration it would be difficult for the District if the pipes are under water.
- Director Urquhart stated that this is not a flood, as it does not happen infrequently, it is an inundation. This is an annual management program to allow infrastructure built below the natural high-water mark in a hydrologic body to remain in the area.

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

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, September 27, 2024, at 9:30 a.m. – Director Rachel is scheduled to attend.
Friday, October 25, 2024, at 9:30 a.m. – Director Urquhart is scheduled to attend.

Special Districts Association (SDA) of Monterey County – The next SDA meeting is scheduled for:
Tuesday, October 15, 2025, at 6:00 p.m. – Director Rachel is scheduled to attend.
Tuesday, January (TBD), 2025, at 6:00 p.m. – Director Cole is scheduled to attend.

Reclamation Management Committee (RMC) Meeting – The next RMC meeting is scheduled for:
Tuesday, November 12, 2024, at 9:30 a.m. President White and Director Rachel are scheduled to attend.

- *President White stated that the Bridge To Everywhere is moving along and on October 2nd the committee and staff will meet with the Regional Park District Board. The City of Carmel and has informed the District they will release the Rio Park to the District. The property is classified as surplus property, per state law that one non-profit can offer to another non-profit agency. If the District or the Park's Department can pick it up then the intent is to keep it as open space.*
- *Director Cole's Report on CASA Conference Information. There are many issues facing sanitary district and we are not alone and they are the same issues across the board, but the District is in better financial shape. At each board meeting other topics will be brought forward such as succession planning and the utilization of algorithmic processes and hiring and how they fit into the culture, biosolids and passive receivers, and legislative updates.*

35. ADJOURNMENT

There being no further business to come before the Board, the President adjourned the meeting at 12:05 p.m. The next Regular Meeting will be held at 9:00 a.m., Thursday, October 31, 2024, or an alternate acceptable date, via teleconference webinar

As Reported To:

Domine Barringer, Board Clerk

APPROVED:

Ken White, President of the Board



CARMEL AREA WASTEWATER DISTRICT

BRIDGE TO EVERYWHERE(BTE) STANDING COMMITTEE MEETING MINUTES

September 25, 2024, Wednesday 12:45 p.m.

CALL TO ORDER - ROLL CALL

The meeting was called to order at 12:47 p.m.

Present: President Ken White

Other Attendees:

Barbara Buikema, General Manager
Patrick Treanor, District Engineer
Mayor Dave Potter, City of Carmel-by-the-Sea
Greg D'Ambrosio, Friends of Mission Trail Nature Preserve
Laura Bowling, Friends of Mission Trail Nature Preserve
Paul Bartow, Citizen Representative
Sam Farr, Retired Representative U.S. Congress
Katherine Wallace, Associate Planner, City of Carmel-by-the-Sea
Sean Edwards, River School Parent Teacher Organization
Megan Dobyms, River School Parent Teacher Organization

Absent: Director Mike Rachel
Doug Schmitz, Friends of Mission Trail Nature Preserve

- 1. Appearances/Public Comments:** *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.*
- 2. Agenda Changes:** *Any requests to move an item on the agenda will be considered at this time.*

There were no agenda changes

General Discussion Items:

- 3. Discussion of the recent communication with the City of Carmel-by-the Sea :** The City was asked to hold off on contacting Monterey Peninsula Regional Parks District (MPRPD) regarding Rio Park, until the District contacted them first.

The City was asked what are the conditions of disposal?

They are currently moving chips to Mission Trail and roughly quarter remain.

A Motion was made to keep working with the City and MPRPD on Rio Park regarding transfer of land and cleanup. First: Sam Farr, Second: Greg D'Ambrosio
- 4. Adoption Of The Bridge To Everywhere Position Regarding The Golf Course On The City's Rio Park Property And The Potential Impacts On The Carmel Area Wastewater District's (CAWD) Plant And The Carmel River Greenway:**

Letter was sent to Mr. Warren and Mr. Shipnuck indicating that CAWD was not interested in turning Rio Park into a golf links. Katherine Wallace will get back to us to confirm if we need an opinion from the City.
- 5. Requesting Status Update on the Logo Trademark:**

Laura Bowling will provide a progress update: None received yet.
- 6. Report On Potential Meeting With Monterey Peninsula Regional Park District (MPRPD) Board On October 3, 2024 (corrected date: October 2, 2024)**

 - Who is next organization to meet with :
 - City Council – after Park District meeting on October 2nd the committee will meet with City
 - Carmel Mission – committee will work on setting up with Mission
 - Carmel Rotary – Ken White & Dave Potter will work on setting this up
- 7. Rio Park Clean Up**

 - Mayor Potter report on cleanup of Rio Park-date certain – the City will make a commitment after they know for certain disposition of Rio Park.

Note: if you believe you possess any disability that would require special accommodations in order to attend this meeting, please call the Carmel Area Wastewater District at 831-624-1248, Monday – Friday between 8:00 a.m. & 5:00 p.m.

8. Future identifiable Project Expenditures:

- Clean up stock piles
- Complete a protected species field survey report and map
- Trimming, Mowing and general clean up
- Logs and spoils
- Grading to make a safe site
- Property Survey
- Water
- Initial trail layout

9. BTE Outreach:

Paul Bartow will provide an update local outreach:

Update on a universal informational flyer – copy is not yet written. Paul Bartow will write copy for all Mission Fields properties

10. Other

Sam Farr asked for a status report on Coastal Conservancy grant request. Mr. Treanor indicated he will follow up on this.

Informal discussion with Park District regarding funding followed.

Next meeting will be in October/November

- 11. ADJOURNMENT:** *The next Bridge To Everywhere meeting is typically scheduled for the third Wednesday of the month. The next Bridge To Everywhere meeting will occur on October 16, 2024 at 2:00 p.m. The next regular Board meeting will be held at 9:00 a.m., Thursday, October 31, 2024, in person and via teleconference webinar. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.*

Note: if you believe you possess any disability that would require special accommodations in order to attend this meeting, please call the Carmel Area Wastewater District at 831-624-1248, Monday – Friday between 8:00 a.m. & 5:00 p.m.



CARMEL AREA WASTEWATER DISTRICT

Pension & Investment Long Term Investments

STANDING COMMITTEE MEETING MINUTES

9:30 a.m. Friday, October 4, 2024

Via teleconference and in-person

CALL TO ORDER - ROLL CALL:

The meeting was called to order at 9:38 a.m.

Present: Director Siegfried * (Just Cause)
Director Urquhart * (Just Cause)

**Signifies Virtual Attendance*

Other Attendees:

Barbara Buikema, General Manager
Kevin Young, Operations Supervisor
Chuck Else, Osborne Partners Capital

Absent: Rob Wellington, District Legal Counsel

1. **Appearances/Public Comments:** None

2. **Agenda Changes:** None

3. **AGENDA ITEMS:**

- Investment Strategies – a discussion of investment approach and various investment vehicles with Osborne Capital. The intention is to edit the Investment policy statement to more closely align with District needs. It will be a 2-4 month process to build a portfolio of individual securities for the District.

The Committee adjourned the meeting at 10:08 a.m.

4. **ADJOURNMENT:** *The next regular Board meeting will be held at 9:00 a.m., Thursday, October 31, 2024, in person or with a teleconference webinar link. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.*

AS REPORTED TO:

Barbara Buikema, General Manager

APPROVED:

Bob Siegfried, Pro Tem of the Board



CARMEL AREA WASTEWATER DISTRICT

BRIDGE TO EVERYWHERE(BTE) STANDING COMMITTEE MEETING MINUTES

October 16, 2024, Wednesday 2:00 p.m.

CALL TO ORDER - ROLL CALL

The meeting was called to order at 2:01 p.m.

Present: President Ken White, Director Rachel

Other Attendees:

Barbara Buikema, General Manager
Patrick Treanor, District Engineer
Greg D'Ambrosio, Friends of Mission Trail Nature Preserve
Doug Schmitz, Friends of Mission Trail Nature Preserve
Laura Bowling, Friends of Mission Trail Nature Preserve
Sam Farr, Retired Representative U.S. Congress
Katherine Wallace, Associate Planner, City of Carmel-by-the-Sea
Megan Dobyms, River School Parent Teacher Organization
Gary Tate, former MPRPD General Manager

Absent:

Mayor Dave Potter, City of Carmel-by-the-Sea
Paul Bartow, Citizen Representative
Sean Edwards, River School Parent Teacher Organization

CALL TO ORDER - ROLL CALL

White _____ *Rachel* _____

- 1. Appearances/Public Comments:** *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.*

Note: Gary Tate would like to make a presentation to expand the definition of "everywhere" to the BTE Committee

Gary Tate addressed the BTE Committee about how exciting the project is for the community due to it being one of the most scenic coastal trail segments in all of Monterey. The trail segment Mr. Tate stated is from the little red school house to the lagoon. Mr. Tate discussed alternate trails with respect to the Bridge To Everywhere trails and showed specific images of trails in the area and a design concepts, and the satellite parking that could be available. He requested that trail head parking be reviewed.

President White asked if Mr. Tate had more time to commit to the project. Mr. Tate requested that he be an active participant in the project.

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

There were no agenda changes requested by the Committee.

General Discussion Items:

- 3. Discussion of the recent communication with the City of Carmel-by-the Sea :**

Report by Greg D'Ambrosio to report out on outreach

Greg D'Ambrosio requested that the BTE presentation be placed on the City of Carmel-by-the-Sea beyond three minutes. This presentation is tentatively scheduled for December.

Ken White and Mike Rachel will contact Mayor Potter about a study session meeting.

- 4. Requesting Status Update on the Logo Trademark:**

Laura Bowling will provide a progress update

The final period of review is completed and a notice of allowance to proceed has been received. Suggested that we need to use logo more on website.

Note: if you believe you possess any disability that would require special accommodations in order to attend this meeting, please call the Carmel Area Wastewater District at 831-624-1248, Monday – Friday between 8:00 a.m. & 5:00 p.m.

5. Report On Meeting With Monterey Peninsula Regional Park District (MPRPD) Board On October 2, 2024

Report by General Manager, Barbara Buikema

Barbara Buikema stated that the presentation was well received and it will be pushed to their property committee. Cathleen Lee from MPRPD thought they would need a lot of time. The BTE representatives assured MPRPD that the established committee will do much of startup. Audience members voiced some concern about regional projects versus a Carmel project.

Schedule of organizations to meet with:

- **Carmel Valley Residents Association Designated Appointee:** *(Barbara Buikema, Patrick Treanor, Greg D'Ambrosio, Laura Bowling)*
 - ❖ Response Date Back To The Committee: November 20th

Greg D'Ambrosio stated that the Carmel Valley Residents Association requested that the BTE committee to provide a presentation in November to this group.

- **Carmel Mission-** Designated Appointee: *(Patrick Treanor, Doug Schmitz, Laura Bowling, Paul Bartow)*
 - ❖ Response Date Back To The Committee: November 20th

Laura Bowling wrote to Father Murphy and he requested a meeting in the week of October 21st with Laura Bowling.

- **Carmel Rotary-** Designated Appointee: *(Ken White & Mayor Potter)*
 - ❖ Response Date Back To The Committee: November 20th

Ken White has spoken with them twice and the BTE Committee is on the list to provide a presentation to the group.

Note: if you believe you possess any disability that would require special accommodations in order to attend this meeting, please call the Carmel Area Wastewater District at 831-624-1248, Monday – Friday between 8:00 a.m. & 5:00 p.m.

6. BTE Outreach:

➤ Paul Bartow and Laura Bowling will provide an update local outreach:

❖ Completion of General informational flyer

Ken White asked if anyone wanted anything on the next agenda. It was suggested that a Regional Park District representative be invited to attend the next meeting. Ken White asked that Barbara Buikema send a letter.

7. ADJOURNMENT: *There being no further business for the BTE Committee the meeting was adjourned at 2:55 p.m.. The next Bridge To Everywhere meeting is typically scheduled for the third Wednesday of the month. The next Bridge To Everywhere meeting will occur on November 20, 2024 at 2:00 p.m. The next regular Board meeting will be held at 9:00 a.m., Thursday, October 31, 2024, in person and via teleconference webinar. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.*

Note: if you believe you possess any disability that would require special accommodations in order to attend this meeting, please call the Carmel Area Wastewater District at 831-624-1248, Monday – Friday between 8:00 a.m. & 5:00 p.m.



CARMEL AREA WASTEWATER DISTRICT (CAWD)

SALARY & BENEFITS COMMITTEE MEETING MINUTES

October 16, 2024, Wednesday, 3:00 p.m.

3945 Rio Road, Carmel, CA 93923

CALL TO ORDER - ROLL CALL:

The meeting was called to order at 3:17 p.m.

Note: The Bridge To Everywhere Meeting preceded this meeting

Present: President White, Committee member
Director Mike Rachel, Committee member

Absent:

**Signifies Virtual Attendance*

Other Attendees:

Barbara Buikema, General Manager,
Patrick Treanor, District Engineer
Chris Foley, Superintendent of Maintenance
Ed Waggoner, Superintendent of Plant
Kevan Urquhart *

Other Absent Attendee: Daryl Lauer, Superintendent of Collection

Appearances/Public Comments:

Kevan Urquhart requested a posting of comparable salary compensation with private industry, federal and state governments, where there are equivalents and there are not always equivalents that are available to inform the employees and the public.

CALL TO ORDER - ROLL CALL

White _____ Rachel _____

- 1. Appearances/Public Comments:** *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.*

2. AGENDA CHANGES: Any requests to move an item on the agenda will be considered at this time.

None

3. OPEN SESSION: Topics of Discussion

- **Discussion of Plant Classification And Chief Plant Operator**

- *Presentation by Ed Waggoner, Superintendent of Operations (attachment)*

Mr. Waggoner presented the PowerPoint as informational only.

- **Discussion of Lab Personnel Recruiting**

- *Discussion by Patrick Treanor, District Engineer (attachment)*

Mr. Treanor requested that employee recruitment for the Lab I Analyst be proactively worked on prior to any employee departure.

Salary & Benefits directors agreed and advised to send to full Board for consideration.

- **Conversion of Internet Technology Intern To Part Time Work**

- *Discussion by Chris Foley, Maintenance Superintendent (attachment)*

Salary & Benefits directors agreed and advised to send to full Board for consideration

- **Collections Call Back Pay**

- *Discussion by Daryl Lauer, Collections Superintendent (attachment)*

After discussion the Salary & Benefits directors requested this item be returned to Daryl Lauer to either re-work or to better explain.

- **Telecommuting Policy-Report by General Manager, Barbara Buikema (attachment)**

After discussion the Salary & Benefits directors advised to send this item to the full Board for consideration.

- **Succession Plan - Report by General Manager, Barbara Buikema (attachment)**

After discussion the Salary & Benefits directors advised to send this item to the full Board for consideration.

4. CLOSED SESSION: *As permitted by Government Code Section 54957 et seq., the Board of Directors Committee Members will adjourn to a Closed Session:*

Closed session start 4:50 p.m.

A. Conference with Labor Negotiations:

The Board will meet in closed session pursuant to Government Code Section 54957.6:

- **Agency Designated Representative:** Barbara Buikema, General Manager, Patrick Treanor, District Engineer, Chris Foley, Maintenance Superintendent

B. Conference with Labor Negotiations:

The Board will meet in closed session pursuant to Government Code Section 54957.6:

- **Agency Designated Unrepresentative:** Barbara Buikema, General Manager

5. ADJOURNMENT :

There being no further business to come before the Committee, the meeting concluded at 5:20 p.m. The next Regular Board Meeting will be held Thursday, October 31, 2024 at 9:00 a.m. or an alternate acceptable date, in person and via teleconference webinar. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.

As Reported To:

Barbara Buikema, General Manager

APPROVED:

Ken White, President



CARMEL AREA WASTEWATER DISTRICT

Pension & Investment Long Term Investments

STANDING COMMITTEE MEETING MINUTES

9:30 a.m. Friday, October 23, 2024

Via teleconference and in-person

CALL TO ORDER - ROLL CALL:

The meeting was called to order at 9:30 a.m.

Present: Director Urquhart

**Signifies Virtual Attendance*

Other Attendees:

Barbara Buikema, General Manager
Kevin Young, Operations Supervisor
Chuck Elise, Osborne Partners Capital*

Absent: Director Siegfried, Rob Wellington, District Legal Counsel

1. Appearances/Public Comments: None

2. Agenda Changes: None

3. AGENDA ITEMS:

➤ Potential Investment Changes

Recommending that a half of the funds be moved to a high yield market. There is some international and emersion market exposure. The overall yield curve is expected to fall over the next couple of months. Director Urquhart suggested moving a years' worth of money. Mr. Else stated that total bond fund amount is about \$2.4M, which is roughly 37% of the portfolio. Mr. Else is expecting the Fed to decrease rates in the coming months. Currently, bond yield annual cash flow is at the 5% level. Mr. Else suggested that the higher yield bonds could be targeted and placed in the high yield money market. The idea is to reduce risk and have more liquidity.

Report out to the full board to sell the three lowest bond funds to the higher yield money markets. The ticker symbols are SDGIX, DODIX, WOBIX of the three bond funds and there was agreement to instruct Osborne Capital to liquidate these ticker symbol accounts and place in a high yield money market at Schwab Investments. This request of written instruction is needed per Mr. Else as the District and Osborne Capital have not finalized the official guidelines with Osborne Partners Capital.

The Committee adjourned the meeting at 9:52 a.m.

4. **ADJOURNMENT:** *The next regular Board meeting will be held at 9:00 a.m., Thursday, October 31, 2024, in person or with a teleconference webinar link. The teleconference webinar is hosted through Zoom and you may receive access by visiting our website homepage, www.cawd.org, calling the District office at 831-624-1248 or via email at downstream@cawd.org.*

AS REPORTED TO:

Barbara Buikema, General Manager

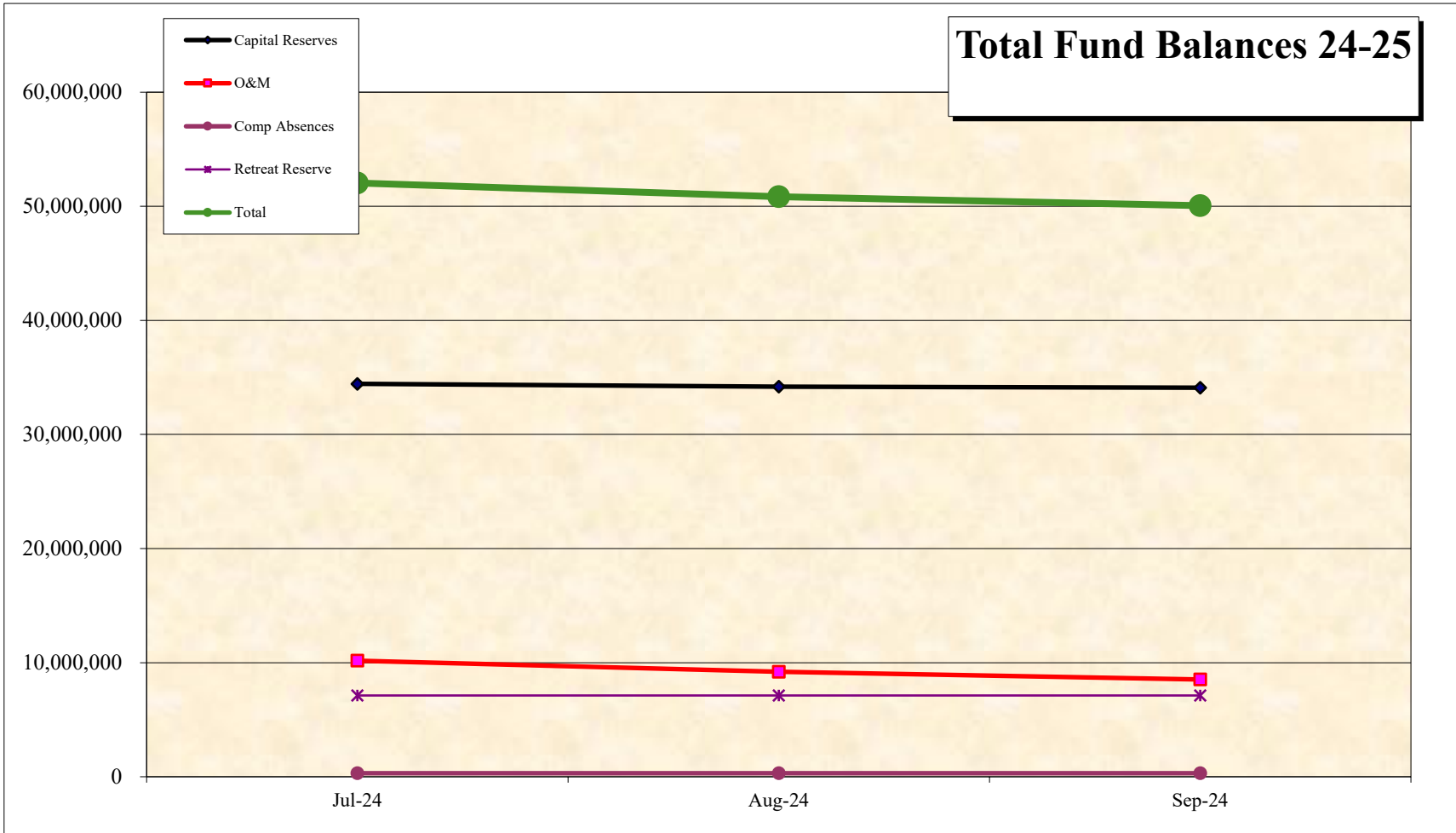
APPROVED:

Kevan Urquhart, Director

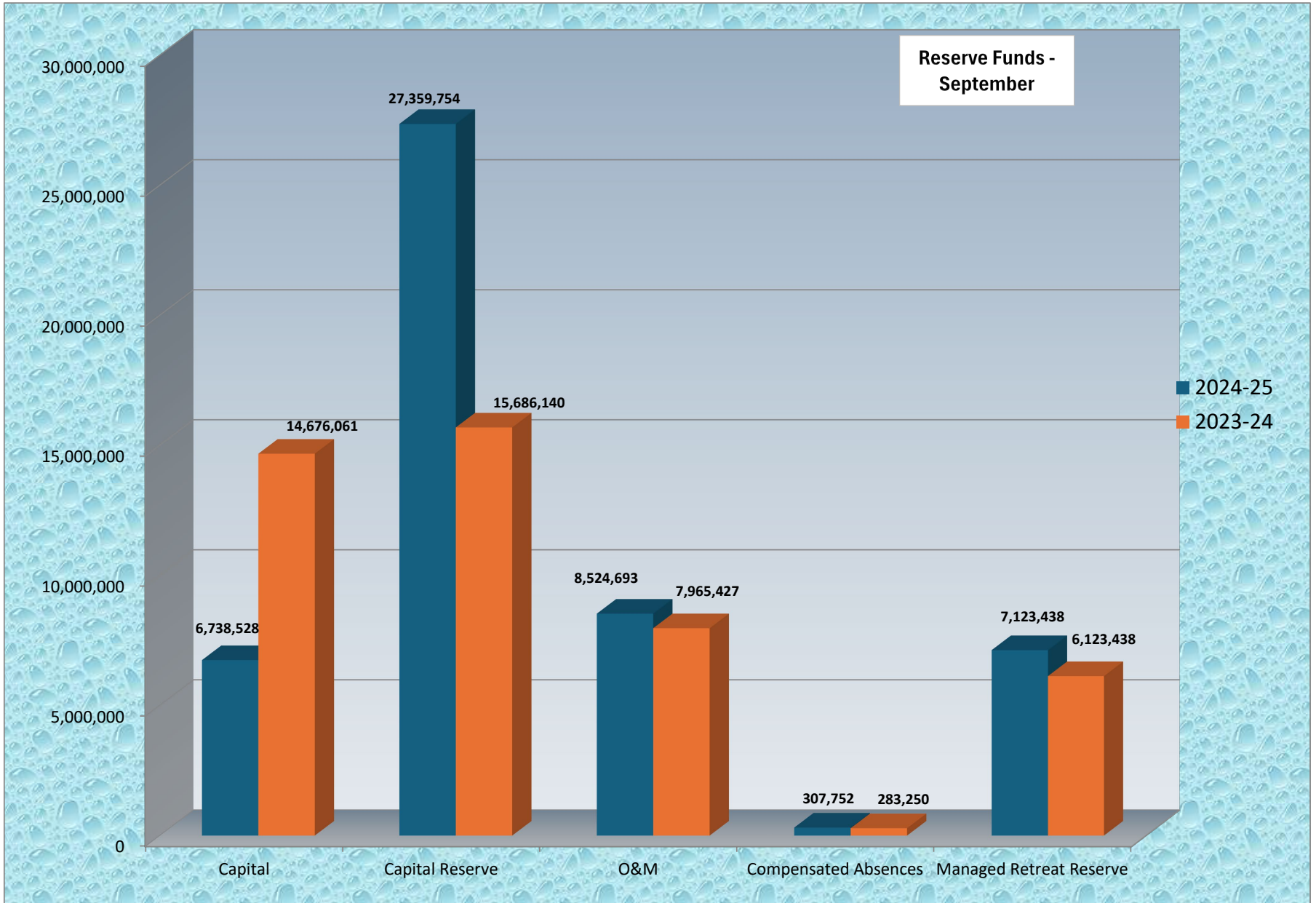
Clifton Larsen Allen, LLP
September 2024
Independent Accountants' Report will be
inserted when received

Carmel Area Wastewater District
Schedule of Cash Receipts and Disbursements - SEPTEMBER 2024

	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	\$6,845,211	\$27,349,991	\$9,213,710	\$307,752	\$7,123,438	\$50,840,102	\$423,660	\$14,017	\$1,279,771
Receipts:									
User Fees			14,660				27,203		
Property Taxes		9,763							
PBCSD Treatment Fees							230,000		
Reclamation O & M reimbursement							172,292		
Reclamation capital billing									
Permits							8,755		
PBCSD capital billing									
Other misc. revenue							3,808		
Interest income									
Void check-returned funds									
CCLEAN receipts							93,450		
Brine disposal fees							33,525		
Void checks-replace lost checks									
City of Carmel Public Works-interceptors cleanouts									
SJSU grant receipts-Applied Marine Sciences									
Total Receipts	0	9,763	14,660	0	0	24,423	569,033	0	0
Fund Transfers:									
Transfers to Chase Bank O&M	(106,683)		(493,317)				600,000		
Transfers to Chase Bank PR							(280,000)	280,000	
Transfer to Defend or Managed Retreat Fund									
Intra-fund transfers for capital expenditures									
Rebalance Capital and O&M Reserves									
Total Transfers	(106,683)	0	(493,317)	0	0	(600,000)	320,000	280,000	0
Disbursements:									
Operations and capital							431,434		
Payroll & payroll taxes								274,924	
Employee Dental reimbursements							2,000		
CALPERS EFT							43,416		
CAWD SAM pension EFT							0		
Union dues EFT							723		
Home Depot EFT							1,226		
US Bank EFT							21,409		
Deferred comp contributions EFT							13,092		
PEHP contributions EFT							3,827		
Bank/ADP fees							8	989	
Highlands Bond Debt Service Payment			210,361				0		
Annual County admin billing fee							0		
GASB 68 report fee							0		
Unfunded CALPERS liabilities							0		
Total Disbursements	0	0	210,361	0	0	210,361	517,135	275,913	0
BALANCE END OF MONTH	6,738,528	27,359,754	8,524,693	307,752	7,123,438	50,054,165	795,558	18,104	1,279,771



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



Carmel Area Wastewater District
Disbursements
Sep-24

Date	Check	Vendor	Description	Amount
09/05/24	6344	Toyota Salinas	2022 Toyota Tacoma (CAPITAL)	39,060.77
09/11/24	6345	Darren Semone	Final check	1,831.98
09/17/24	6346	Airtec Service	Repair lab compressor and HVAC valve at the Plant and HVAC maintenance at admin.	5,460.90
09/17/24	6347	Alameda Electrical Distributors	Electrical parts for Plant and collections	1,655.75
09/17/24	6348	Amazon Capital Services	Office and safety supplies	548.53
09/17/24	6349	ATTN Flex Account Administration	Flex accounts	383.90
09/17/24	6350	Ann Muraski	Fall/Winter newsletter design, writing and editing	7,410.00
09/17/24	6351	Applied Marine Sciences, Inc.	June CCLEAN ocean monitoring expenses	104,788.13
09/17/24	6352	AT&T Mobility	Cell service	891.25
09/17/24	6353	AT&T	IP card	19.40
09/17/24	6354	Borges & Mahoney	Analyzer sensor card	661.24
09/17/24	6355	California Boiler	Service call for Riello boiler	2,730.63
09/17/24	6356	Carmel Fire Protection	Source control grease trap inspections	5,700.00
09/17/24	6357	Cintas Corporation	Laundry service	1,584.69
09/17/24	6358	Clark Pest Control	Plant service	338.00
09/17/24	6359	Comcast	Pump station internet	537.00
09/17/24	6360	C S C of Salinas	O-ring kit	440.59
09/17/24	6361	Culligan Water Conditioning	C&I exchange for the lab	17.35
09/17/24	6362	Datco Services Corporation	Random employee drug test fee	20.00
09/17/24	6363	Del Monte Gardeners	Easement clearing of poison oak and debris on Mariposa to Calle La Cruz	4,320.00
09/17/24	6364	Doctor's on Duty Medical Group	DMV employee physical	150.00
09/17/24	6365	Enterprise Automation	Artificial Intelligence Pilot Project #24-03 (CAPITAL)	8,229.00
09/17/24	6366	Equitable Financial Life Insurance	Life insurance, long-term and short-term disability premiums	2,623.18
09/17/24	6367	Exceedio	New admin server and software license (CAPITAL \$14,331.20)	14,615.26
09/17/24	6368	Fastenal Company	Operating supplies	3,506.88
09/17/24	6369	Firato Service Co.	Plant and admin janitorial service	1,796.00
09/17/24	6370	Harrington Industrial Plastics	Operating supplies	443.26
09/17/24	6371	ICON Cloud Solutions, LLC	Monthly telephone service	560.30
09/17/24	6372	IT Pipes, LLC	Annual mobile subscription	3,550.00
09/17/24	6373	Jack Doheney Companies	Tungsten carbide wheels	1,479.26
09/17/24	6374	James Grover	Dental	2,000.00
09/17/24	6375	JRG Attorneys at Law	Plant Bridge Retrofit Project #22-04 (CAPITAL)	37.00
09/17/24	6376	Kennedy/Jenks Consultants	Vactor Receiving Station Project #22-06 and Water and Gas Main Replacement project #22-03 (CAPITAL)	13,737.50
09/17/24	6377	Liebert Cassidy Whitmore	District legal service	3,168.00
09/17/24	6378	Metrohm USA, Inc.	Lab supplies	2,254.23

Carmel Area Wastewater District
Disbursements
Sep-24

Date	Check	Vendor	Description	Amount
09/17/24	6379	Municipal Maintenance Equipment	Joystick Opp for Vaccon	2,641.45
09/17/24	6380	NAPA Auto Parts	Oil and filters	352.79
09/17/24	6381	Patelco Credit Union	Health savings accounts contributions	4,632.77
09/17/24	6382	Peninsula Welding & Medical Supply	Non-liquid cylinders	77.40
09/17/24	6383	Pacific Gas & Electric	Monthly service	42,591.29
09/17/24	6384	Public Agency Coalition Enterprise	Health insurance premium	42,139.94
09/17/24	6385	Pure Water	Plant and admin service	199.13
09/17/24	6386	Quill LLC	Office supplies	155.13
09/17/24	6387	Shape Incorporated	Hard Iron "N" Impeller pump (CAPITAL)	26,450.47
09/17/24	6388	Star Sanitation LLC	Collections portable toilet	97.20
09/17/24	6389	Streamline	Website maintenance	497.00
09/17/24	6390	Synagro Technologies	Sludge hauling	16,116.41
09/17/24	6391	TBC Communications & Media	Scenic Rd Pipe Bursting Project #20-08 community outreach (CAPITAL \$4,837.50) and Fats, Oils and Grease community outreach	6,637.50
09/17/24	6392	Teledyne Instruments	Lab sampler controller repair parts	1,304.14
09/17/24	6393	Town & Country Gardening	Plant and admin gardening	700.00
09/17/24	6394	ULINE	Shoulder length poly gloves and trash liners	215.71
09/17/24	6395	Univar Solutions USA	Sodium hypochlorite and bisulfate	17,421.08
09/17/24	6396	Universal Staffing	Admin temp service	832.80
09/17/24	6397	USA Blue Book	Lab and operating supplies	932.72
09/17/24	6398	Vision Service Plan	Vision insurance premium	617.40
09/17/24	6399	Visual Edge IT, Inc.	Plant copier billing	142.47
09/17/24	6400	Weco Industries	90 degree swivel reel	1,401.69
09/17/24	6401	Wellington & Rathie	Replace lost check	9,777.00
09/17/24	6402	WM Corporate Services	Plant rollofs and admin garbage	1,557.93
09/17/24	6403	YSS Builders	Ops conference room wall repair, server room wiring and paint CDC cabinets	15,877.00
09/27/24	6404	All American Mailing, Inc.	Fall/Winter newsletter postage	3,515.87
				433,434.27

CAWD/PBCSD Reclamation Project
Disbursements
Sep-24

Date	Check	Vendor	Description	Amount
09/16/24	1457	Atlas Copco	Smartboxes and filter kits	1,900.84
09/16/24	1458	Brenntag Pacific, Inc.	Ammonium hydroxide	4,639.19
09/16/24	1459	Carmel Area Wastewater District	O&M reimbursement	83,195.52
09/16/24	1460	Harrington Industrial Plastics, LLC	Operating supplies	443.25
09/16/24	1461	Metrohm USA, Inc.	Lab supplies	2,454.22
09/16/24	1462	Pebble Beach Company	O&M reimbursement	4,899.81
09/16/24	1463	Pebble Beach Community Services District	O&M and capital reimbursement	111,732.05
09/16/24	1464	Pacific Gas & Electric	MF/RO billing	34,093.82
09/16/24	1465	Professional Water Technologies	MF membrane autopsy and spectraguard360-330G	21,016.99
09/16/24	1466	T & T Valve and Instrument, Inc.	Operating supplies	316.89
09/16/24	1467	Teledyne Instruments, Inc.	Operating supplies	1,304.13
09/16/24	1468	USA Blue Book	Lab supplies	595.20
09/16/24	1469	Wells Fargo Advisors	Transfer to capital reserves	44,000.00
				310,591.91



**Financial Statements
and
Supplementary Schedules**

September 2024

October 31, 2024

Carmel Area Wastewater District

Balance Sheet

September 2024

ASSETS			
Current Assets			
Cash			
Cash	52,147,597.34		
TOTAL Cash	52,147,597.34	52,147,597.34	
Other Current Assets			
Other Current Assets	1,633,915.88		
TOTAL Other Current Assets	1,633,915.88		
TOTAL Current Assets			53,781,513.22
Fixed Assets			
Land			
Land	308,059.76		
TOTAL Land	308,059.76	308,059.76	
Treatment Structures			
Treatment Structures	70,471,747.33		
TOTAL Treatment Structures	70,471,747.33	70,471,747.33	
Treatment Equipment			
Treatment Equipment	9,839,722.19		
TOTAL Treatment Equipment	9,839,722.19	9,839,722.19	
Collection Structures			
Collection Structures	1,264,866.64		
TOTAL Collection Structures	1,264,866.64	1,264,866.64	
Collection Equipment			
Collection Equipment	1,798,973.06		
TOTAL Collection Equipment	1,798,973.06	1,798,973.06	
Sewers		16,105,764.15	
Disposal Facilities			
Disposal Facilities	1,643,890.85		
TOTAL Disposal Facilities	1,643,890.85	1,643,890.85	
Other Fixed Assets			
Other Fixed Assets	4,576,451.06		
TOTAL Other Fixed Assets	4,576,451.06	4,576,451.06	
Capital Improvement Projects			
Capital Improvement Projects	12,034,678.00		
TOTAL Capital Improvement Projects	12,034,678.00	12,034,678.00	
Accumulated depreciation		(62,588,287.59)	
TOTAL Fixed Assets		55,455,865.45	
Other Assets			
Other Assets		4,671,325.85	
TOTAL Other Assets		4,671,325.85	
TOTAL ASSETS			113,908,704.52

Carmel Area Wastewater District

Balance Sheet

September 2024

LIABILITIES

Current Liabilities		
Current Liabilities	670,983.55	
TOTAL Current Liabilities	<u>670,983.55</u>	670,983.55
Long-Term Liabilities		
Long Term Liabilities	1,319,470.23	
TOTAL Long-Term Liabilities	<u>1,319,470.23</u>	1,319,470.23
TOTAL LIABILITIES		<u>1,990,453.78</u>

NET POSITION

Net Assets	113,655,704.14	
Year-to-Date Earnings	(1,737,453.40)	
TOTAL NET POSITION		<u>111,918,250.74</u>
TOTAL LIABILITIES & NET POSITION		<u>113,908,704.52</u>

Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, September 2024 - current month, Consolidated by account

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	666,018.44	605,950.00	60,068.44	9.9 %
TOTAL Income	666,018.44	605,950.00	60,068.44	9.9 %
Adjustments				
Discounts	11.46	0.00	11.46	
TOTAL Adjustments	11.46	0.00	11.46	
*****	666,029.90	605,950.00	60,079.90	9.9 %
***** OPERATING INCOME	666,029.90	605,950.00	60,079.90	9.9 %
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	1,046,026.29	1,139,890.00	93,863.71	8.2 %
TOTAL Salaries and Payroll Taxes	1,046,026.29	1,139,890.00	93,863.71	8.2 %
Employee Benefits				
Employee Benefits	300,775.41	254,147.00	(46,628.41)	-18.3 %
TOTAL Employee Benefits	300,775.41	254,147.00	(46,628.41)	-18.3 %
Director's Expenses				
Director's Expenses	14,849.22	7,800.00	(7,049.22)	-90.4 %
TOTAL Director's Expenses	14,849.22	7,800.00	(7,049.22)	-90.4 %
Truck and Auto Expenses				
Truck and Auto Expenses	31,481.92	35,319.00	3,837.08	10.9 %
TOTAL Truck and Auto Expenses	31,481.92	35,319.00	3,837.08	10.9 %
General and Administrative				
General and Administrative	193,179.78	196,365.00	3,185.22	1.6 %
TOTAL General and Administrative	193,179.78	196,365.00	3,185.22	1.6 %
Office Expense				
Office Expense	60,888.86	51,500.00	(9,388.86)	-18.2 %
TOTAL Office Expense	60,888.86	51,500.00	(9,388.86)	-18.2 %
Operating Supplies				
Operating Supplies	139,705.26	142,800.00	3,094.74	2.2 %
TOTAL Operating Supplies	139,705.26	142,800.00	3,094.74	2.2 %
Contract Services				
Contract Services	382,333.59	384,885.00	2,551.41	0.7 %
TOTAL Contract Services	382,333.59	384,885.00	2,551.41	0.7 %

Carmel Area Wastewater District
Income Statement-Actual to Budget
Year-to-Date Variance, September 2024 - current month, Consolidated by account

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Repairs and Maintenance				
Repairs and Maintenance	148,218.10	156,200.00	7,981.90	5.1 %
TOTAL Repairs and Maintenance	148,218.10	156,200.00	7,981.90	5.1 %
Utilities				
Utilities	100,999.86	97,335.00	(3,664.86)	-3.8 %
TOTAL Utilities	100,999.86	97,335.00	(3,664.86)	-3.8 %
Travel and Meetings				
Travel and Meetings	6,775.85	7,200.00	424.15	5.9 %
TOTAL Travel and Meetings	6,775.85	7,200.00	424.15	5.9 %
Permits and Fees				
Permits and Fees	34,956.56	44,900.00	9,943.44	22.1 %
TOTAL Permits and Fees	34,956.56	44,900.00	9,943.44	22.1 %
Memberships and Subscriptions				
Memberships and Subscriptions	7,399.28	9,300.00	1,900.72	20.4 %
TOTAL Memberships and Subscriptions	7,399.28	9,300.00	1,900.72	20.4 %
Safety				
Safety	4,401.60	5,000.00	598.40	12.0 %
TOTAL Safety	4,401.60	5,000.00	598.40	12.0 %
Other Expenses				
Other Expense	16,860.12	11,500.00	(5,360.12)	-46.6 %
TOTAL Other Expenses	16,860.12	11,500.00	(5,360.12)	-46.6 %
TOTAL Operating Expenses	2,488,851.70	2,544,141.00	55,289.30	2.2 %
***** OPERATING INCOME (LOSS)	(1,822,821.80)	(1,938,191.00)	115,369.20	6.0 %
Non-op Income, Expense, Gain or Loss				
Other Income or Gain				
Other Income, Gain, Expense and Loss	85,368.40	30,200.00	55,168.40	182.7 %
TOTAL Other Income or Gain	85,368.40	30,200.00	55,168.40	182.7 %
TOTAL Non-op Income, Expense, Gain or Loss	85,368.40	30,200.00	55,168.40	182.7 %
***** NET INCOME (LOSS)	(1,737,453.40)	(1,907,991.00)	170,537.60	8.9 %
***** NET INCOME (LOSS)	(1,737,453.40)	(1,907,991.00)	170,537.60	8.9 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Collections
Year-to-Date Variance, September 2024 - current month, Consolidated by account, Department 5

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	238,706.83	233,300.00	(5,406.83)	-2.3 %
TOTAL Salaries and Payroll Taxes	238,706.83	233,300.00	(5,406.83)	-2.3 %
Employee Benefits				
<i>Employee Benefits</i>	72,111.62	74,272.00	2,160.38	2.9 %
TOTAL Employee Benefits	72,111.62	74,272.00	2,160.38	2.9 %
Truck and Auto Expenses				
<i>Truck and Auto Expenses</i>	28,648.83	32,728.00	4,079.17	12.5 %
TOTAL Truck and Auto Expenses	28,648.83	32,728.00	4,079.17	12.5 %
General and Administrative				
<i>General and Administrative</i>	48,096.00	49,000.00	904.00	1.8 %
TOTAL General and Administrative	48,096.00	49,000.00	904.00	1.8 %
Office Expense				
<i>Office Expense</i>	13,089.67	13,200.00	110.33	0.8 %
TOTAL Office Expense	13,089.67	13,200.00	110.33	0.8 %
Operating Supplies				
<i>Operating Supplies</i>	17,109.91	20,900.00	3,790.09	18.1 %
TOTAL Operating Supplies	17,109.91	20,900.00	3,790.09	18.1 %
Contract Services				
<i>Contract Services</i>	129,899.54	123,900.00	(5,999.54)	-4.8 %
TOTAL Contract Services	129,899.54	123,900.00	(5,999.54)	-4.8 %
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	42,168.12	45,100.00	2,931.88	6.5 %
TOTAL Repairs and Maintenance	42,168.12	45,100.00	2,931.88	6.5 %
Utilities				
<i>Utilities</i>	13,296.36	10,825.00	(2,471.36)	-22.8 %
TOTAL Utilities	13,296.36	10,825.00	(2,471.36)	-22.8 %
Travel and Meetings				
<i>Travel and Meetings</i>	1,026.59	1,150.00	123.41	10.7 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Collections
Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 5

	<i>3 Months Ended</i> <i>September 30, 2024</i>	<i>3 Months Ended</i> <i>September 30, 2024</i> <i>Budget</i>	<i>Variance</i> <i>Fav/<Unf></i>	<i>% Var</i>
TOTAL Travel and Meetings	1,026.59	1,150.00	123.41	10.7 %
Permits and Fees				
<i>Permits and Fees</i>	3,908.60	4,000.00	91.40	2.3 %
TOTAL Permits and Fees	3,908.60	4,000.00	91.40	2.3 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	912.00	900.00	(12.00)	-1.3 %
TOTAL Memberships and Subscriptions	912.00	900.00	(12.00)	-1.3 %
Safety				
<i>Safety</i>	1,881.07	2,100.00	218.93	10.4 %
TOTAL Safety	1,881.07	2,100.00	218.93	10.4 %
Other Expenses				
<i>Other Expense</i>	5,329.25	200.00	(5,129.25)	-2564.6 %
TOTAL Other Expenses	5,329.25	200.00	(5,129.25)	-2564.6 %
TOTAL Operating Expenses	616,184.39	611,575.00	(4,609.39)	-0.8 %
***** OPERATING INCOME (LOSS)	(616,184.39)	(611,575.00)	(4,609.39)	-0.8 %
***** NET INCOME (LOSS)	(616,184.39)	(611,575.00)	(4,609.39)	-0.8 %
***** NET INCOME (LOSS)	(616,184.39)	(611,575.00)	(4,609.39)	-0.8 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Treatment
*Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 6*

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	479,121.75	617,000.00	137,878.25	22.3 %
TOTAL Salaries and Payroll Taxes	479,121.75	617,000.00	137,878.25	22.3 %
Employee Benefits				
<i>Employee Benefits</i>	181,571.41	116,335.00	(65,236.41)	-56.1 %
TOTAL Employee Benefits	181,571.41	116,335.00	(65,236.41)	-56.1 %
Truck and Auto Expenses				
<i>Truck and Auto Expenses</i>	2,580.10	2,291.00	(289.10)	-12.6 %
TOTAL Truck and Auto Expenses	2,580.10	2,291.00	(289.10)	-12.6 %
General and Administrative				
<i>General and Administrative</i>	128,204.00	129,000.00	796.00	0.6 %
TOTAL General and Administrative	128,204.00	129,000.00	796.00	0.6 %
Office Expense				
<i>Office Expense</i>	25,927.54	23,000.00	(2,927.54)	-12.7 %
TOTAL Office Expense	25,927.54	23,000.00	(2,927.54)	-12.7 %
Operating Supplies				
<i>Operating Supplies</i>	120,303.31	121,400.00	1,096.69	0.9 %
TOTAL Operating Supplies	120,303.31	121,400.00	1,096.69	0.9 %
Contract Services				
<i>Contract Services</i>	215,767.97	223,425.00	7,657.03	3.4 %
TOTAL Contract Services	215,767.97	223,425.00	7,657.03	3.4 %
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	105,387.91	109,400.00	4,012.09	3.7 %
TOTAL Repairs and Maintenance	105,387.91	109,400.00	4,012.09	3.7 %
Utilities				
<i>Utilities</i>	82,750.07	79,550.00	(3,200.07)	-4.0 %
TOTAL Utilities	82,750.07	79,550.00	(3,200.07)	-4.0 %
Travel and Meetings				
<i>Travel and Meetings</i>	3,196.02	3,450.00	253.98	7.4 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Treatment
*Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 6*

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
TOTAL Travel and Meetings	3,196.02	3,450.00	253.98	7.4 %
Permits and Fees				
<i>Permits and Fees</i>	8,566.40	8,900.00	333.60	3.7 %
TOTAL Permits and Fees	8,566.40	8,900.00	333.60	3.7 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	5,964.79	5,800.00	(164.79)	-2.8 %
TOTAL Memberships and Subscriptions	5,964.79	5,800.00	(164.79)	-2.8 %
Safety				
<i>Safety</i>	2,490.37	2,700.00	209.63	7.8 %
TOTAL Safety	2,490.37	2,700.00	209.63	7.8 %
Other Expenses				
<i>Other Expense</i>	335.00	0.00	(335.00)	
TOTAL Other Expenses	335.00	0.00	(335.00)	
TOTAL Operating Expenses	1,362,166.64	1,442,251.00	80,084.36	5.6 %
***** OPERATING INCOME (LOSS)	(1,362,166.64)	(1,442,251.00)	80,084.36	5.6 %
***** NET INCOME (LOSS)	(1,362,166.64)	(1,442,251.00)	80,084.36	5.6 %
***** NET INCOME (LOSS)	(1,362,166.64)	(1,442,251.00)	80,084.36	5.6 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Administrative
*Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 7*

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
Salaries and Payroll Taxes	132,495.60	144,000.00	11,504.40	8.0 %
TOTAL Salaries and Payroll Taxes	132,495.60	144,000.00	11,504.40	8.0 %
Employee Benefits				
Employee Benefits	47,092.38	63,540.00	16,447.62	25.9 %
TOTAL Employee Benefits	47,092.38	63,540.00	16,447.62	25.9 %
Director's Expenses				
Director's Expenses	14,849.22	7,800.00	(7,049.22)	-90.4 %
TOTAL Director's Expenses	14,849.22	7,800.00	(7,049.22)	-90.4 %
Truck and Auto Expenses				
Truck and Auto Expenses	252.99	300.00	47.01	15.7 %
TOTAL Truck and Auto Expenses	252.99	300.00	47.01	15.7 %
General and Administrative				
General and Administrative	16,879.78	18,365.00	1,485.22	8.1 %
TOTAL General and Administrative	16,879.78	18,365.00	1,485.22	8.1 %
Office Expense				
Office Expense	21,647.40	15,300.00	(6,347.40)	-41.5 %
TOTAL Office Expense	21,647.40	15,300.00	(6,347.40)	-41.5 %
Operating Supplies				
Operating Supplies	63.52	200.00	136.48	68.2 %
TOTAL Operating Supplies	63.52	200.00	136.48	68.2 %
Contract Services				
Contract Services	36,388.13	37,270.00	881.87	2.4 %
TOTAL Contract Services	36,388.13	37,270.00	881.87	2.4 %
Repairs and Maintenance				
Repairs and Maintenance	640.90	500.00	(140.90)	-28.2 %
TOTAL Repairs and Maintenance	640.90	500.00	(140.90)	-28.2 %
Utilities				
Utilities	4,953.43	6,960.00	2,006.57	28.8 %

Carmel Area Wastewater District
Op. Exps. Actual to Budget-Administrative
Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 7

	<i>3 Months Ended</i> <i>September 30, 2024</i>	<i>3 Months Ended</i> <i>September 30, 2024</i> <i>Budget</i>	<i>Variance</i> <i>Fav/<Unf></i>	<i>% Var</i>
TOTAL Utilities	4,953.43	6,960.00	2,006.57	28.8 %
Travel and Meetings				
<i>Travel and Meetings</i>	2,553.24	2,600.00	46.76	1.8 %
TOTAL Travel and Meetings	2,553.24	2,600.00	46.76	1.8 %
Permits and Fees				
<i>Permits and Fees</i>	22,481.56	32,000.00	9,518.44	29.7 %
TOTAL Permits and Fees	22,481.56	32,000.00	9,518.44	29.7 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	259.99	2,600.00	2,340.01	90.0 %
TOTAL Memberships and Subscriptions	259.99	2,600.00	2,340.01	90.0 %
Safety				
<i>Safety</i>	30.16	200.00	169.84	84.9 %
TOTAL Safety	30.16	200.00	169.84	84.9 %
Other Expenses				
<i>Other Expense</i>	11,195.87	11,300.00	104.13	0.9 %
TOTAL Other Expenses	11,195.87	11,300.00	104.13	0.9 %
TOTAL Operating Expenses	311,784.17	342,935.00	31,150.83	9.1 %
***** OPERATING INCOME (LOSS)	(311,784.17)	(342,935.00)	31,150.83	9.1 %
***** NET INCOME (LOSS)	(311,784.17)	(342,935.00)	31,150.83	9.1 %
***** NET INCOME (LOSS)	(311,784.17)	(342,935.00)	31,150.83	9.1 %

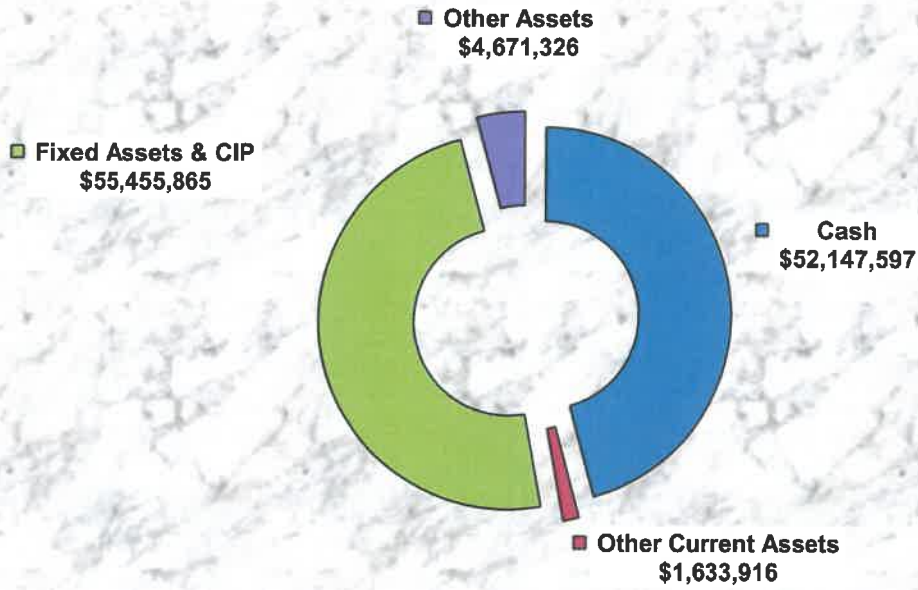
Carmel Area Wastewater District
Op. Exps. Actual to Budget-Reclamation
*Year-to-Date Variance, September 2024 - current month, Consolidated by
account, Department 8*

	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
*****	0.00	0.00	0.00	
***** OPERATING INCOME	0.00	0.00	0.00	
Operating Expenses				
Salaries and Payroll Taxes				
<i>Salaries and Payroll Taxes</i>	195,702.11	145,590.00	(50,112.11)	-34.4 %
TOTAL Salaries and Payroll Taxes	195,702.11	145,590.00	(50,112.11)	-34.4 %
Office Expense				
<i>Office Expense</i>	224.25	0.00	(224.25)	
TOTAL Office Expense	224.25	0.00	(224.25)	
Operating Supplies				
<i>Operating Supplies</i>	2,228.52	300.00	(1,928.52)	-642.8 %
TOTAL Operating Supplies	2,228.52	300.00	(1,928.52)	-642.8 %
Contract Services				
<i>Contract Services</i>	277.95	290.00	12.05	4.2 %
TOTAL Contract Services	277.95	290.00	12.05	4.2 %
Repairs and Maintenance				
<i>Repairs and Maintenance</i>	21.17	1,200.00	1,178.83	98.2 %
TOTAL Repairs and Maintenance	21.17	1,200.00	1,178.83	98.2 %
Memberships and Subscriptions				
<i>Memberships and Subscriptions</i>	262.50	0.00	(262.50)	
TOTAL Memberships and Subscriptions	262.50	0.00	(262.50)	
TOTAL Operating Expenses	198,716.50	147,380.00	(51,336.50)	-34.8 %
***** OPERATING INCOME (LOSS)	(198,716.50)	(147,380.00)	(51,336.50)	-34.8 %
***** NET INCOME (LOSS)	(198,716.50)	(147,380.00)	(51,336.50)	-34.8 %
***** NET INCOME (LOSS)	(198,716.50)	(147,380.00)	(51,336.50)	-34.8 %

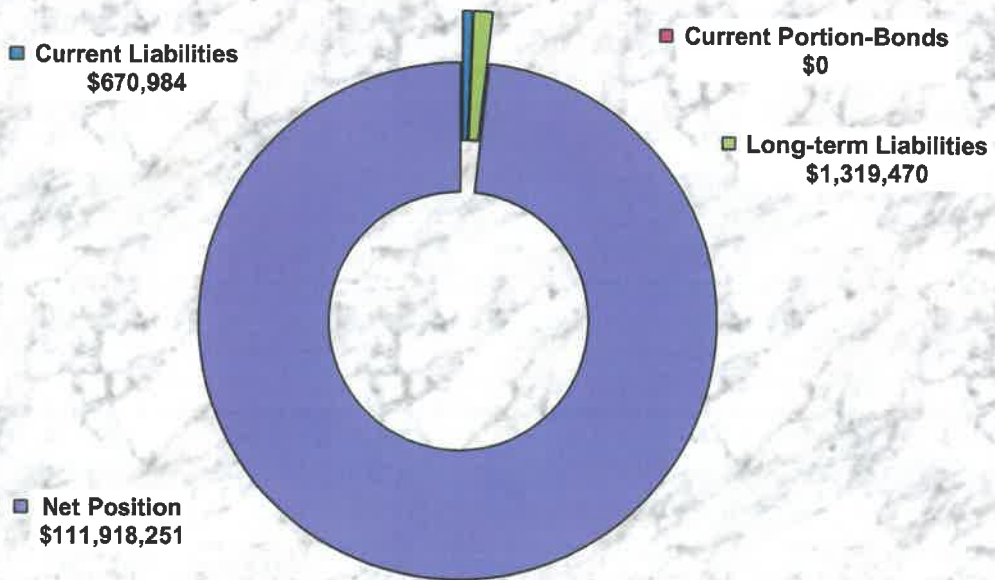
Carmel Area Wastewater District
IS Actual to Budget-Brine Disposal
Year-to-Date Variance, September 2024 - current month, Consolidated by account, Department 10

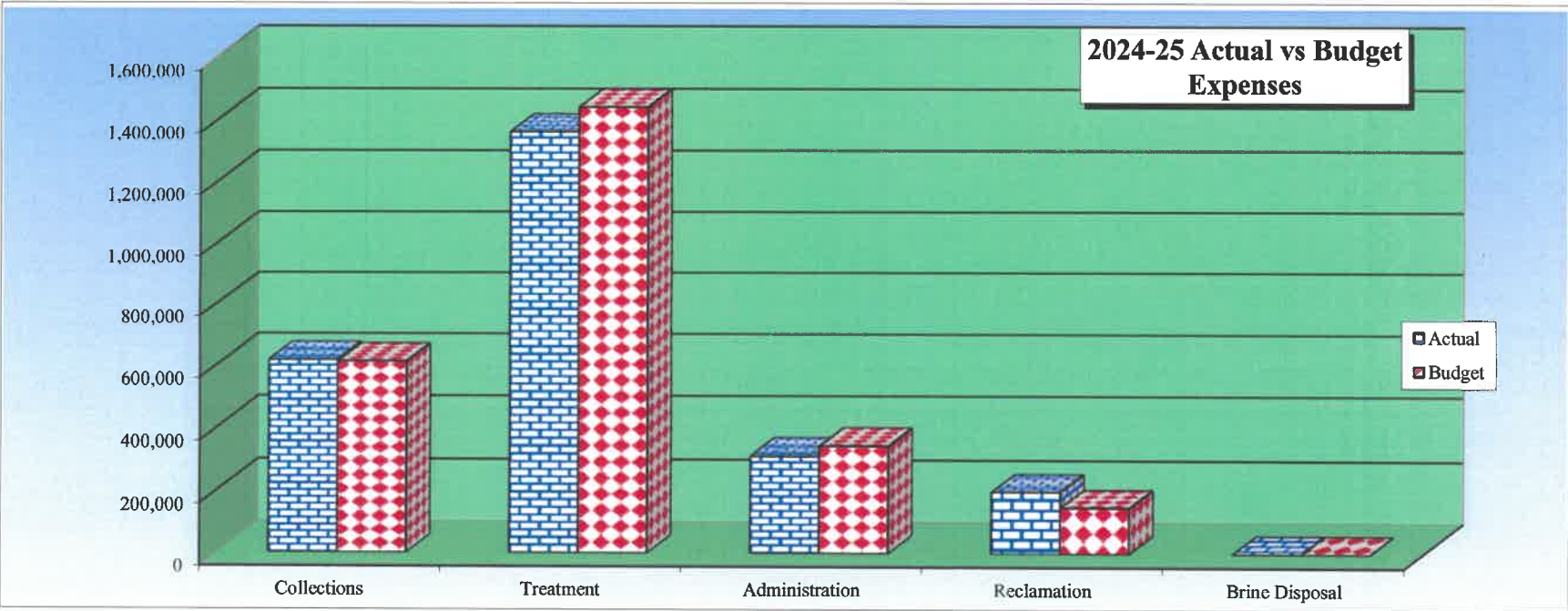
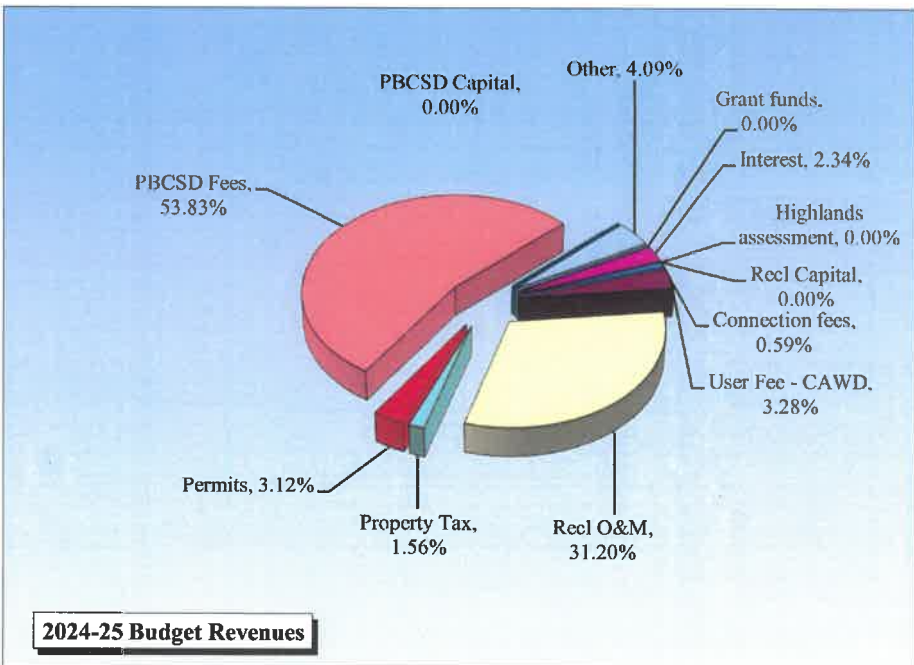
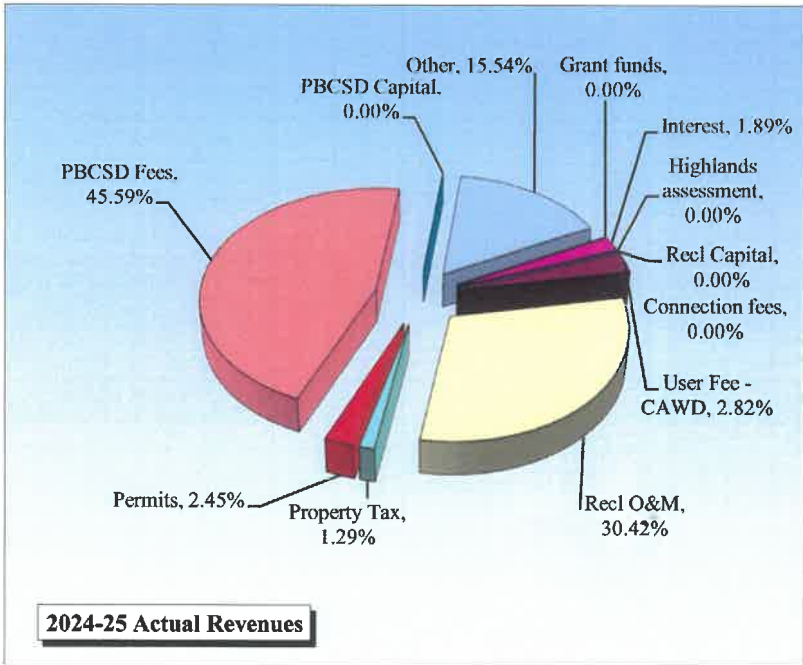
	<i>3 Months Ended September 30, 2024</i>	<i>3 Months Ended September 30, 2024 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
Income				
Revenue	50,913.75	16,200.00	34,713.75	214.3 %
TOTAL Income	50,913.75	16,200.00	34,713.75	214.3 %
*****	50,913.75	16,200.00	34,713.75	214.3 %
***** OPERATING INCOME	50,913.75	16,200.00	34,713.75	214.3 %
***** OPERATING INCOME (LOSS)	50,913.75	16,200.00	34,713.75	214.3 %
***** NET INCOME (LOSS)	50,913.75	16,200.00	34,713.75	214.3 %
***** NET INCOME (LOSS)	50,913.75	16,200.00	34,713.75	214.3 %

Assets - September 30, 2024

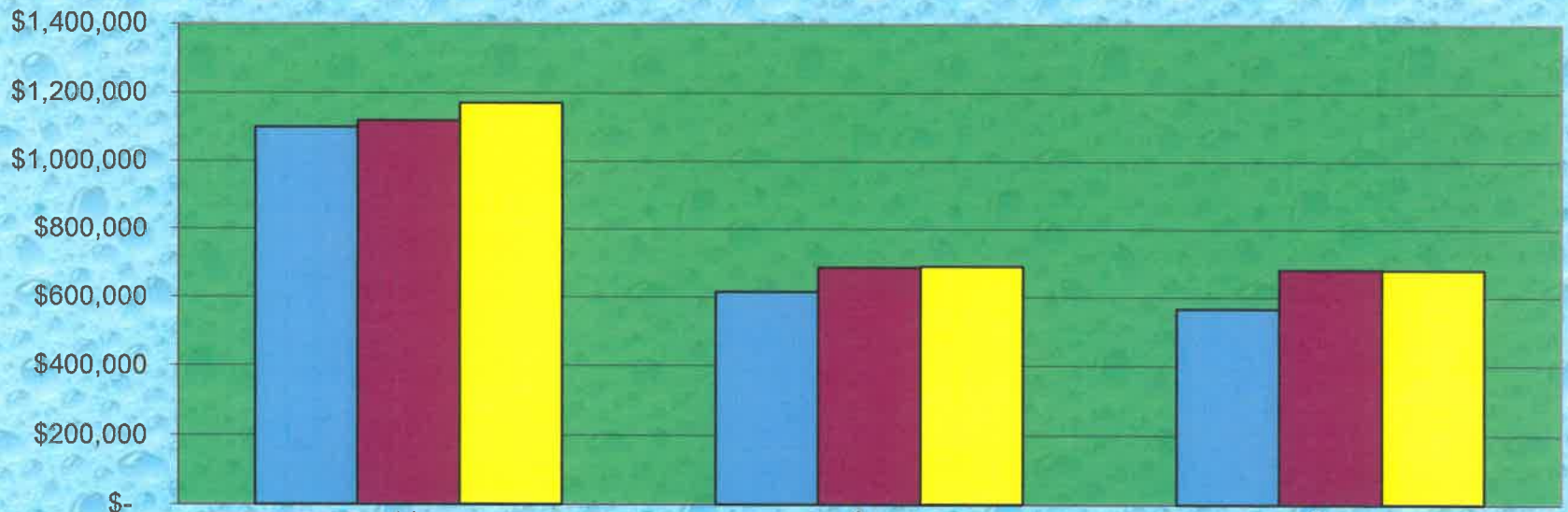


Liabilities - September 30, 2024





Operating Expenses



	July	Aug	Sept
■ FY 23-24	\$1,090,772	\$615,987	\$566,511
■ FY 24-25	\$1,118,593	\$687,694	\$682,565
■ CY Budget	\$1,170,241	\$691,670	\$682,230

**Carmel Area Wastewater District
Capital Expenditures
2024-25**

	BEG BAL	SEP	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CAPITAL PURCHASES</u>						
<u>Admin</u>						
HVAC unit-server room-unbudgeted		12,638	12,638	12,638	0	NA
2022 Toyota Tacoma		39,269	39,269	39,269	42,000	93.50%
<u>Collections</u>						
Sewer-Carpenter & 6th-unbudgeted		0	10,788	10,788	0	NA
Sewer-Carpenter & 4th-unbudgeted		0	11,732	11,732	0	NA
Sewer-San Luis and Carpenter-unbudgeted		0	13,539	13,539	0	NA
Iron N Impeller Pump-unbudgeted		26,450	26,450	26,450	0	NA
CAT Diesel Portable Generator		69,827	69,827	69,827	95,000	73.50%
<u>Treatment</u>						
Netzsch Nemo Progressive Cavity Pump-unbudgeted		0	10,276	10,276	0	NA
Rehab Cyclo Reducer-unbudgeted		0	10,178	10,178	0	NA
Gordon Bare Pump-unbudgeted		21,340	21,340	21,340	0	NA
PowerEdg R550 Server		14,331	14,331	14,331	25,000	57.32%
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	(11,890)	(18,709)	(18,709)	0	NA
<i>Total Capital Purchases 24-25</i>		171,965	221,660	221,660	162,000	NA

**Carmel Area Wastewater District
Capital Expenditures
2024-25**

	BEG BAL	SEP	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>CIP PROJECTS</u>						
<u>Administration</u>						
<u>Collections</u>						
Construction of new Gravity Sewer Line-Carmel Meadows	719,844	5,943	5,943	725,786	300,000	1.98%
Carmel Valley Manor Sewer-unbudgeted	180	0	0	180	0	NA
Scenic Rd Pipe Burst-Ocn/Bay	576,651	15,665	41,174	617,825	2,000,000	2.06%
Bay/Scenic Pump Station Rehab	148,087	0	0	148,087	150,000	NA
Pescadero Creek Area Pipe Rehab	239,020	5,718	5,718	244,738	500,000	1.14%
Vactor Receiving Station	105,221	12,435	12,435	117,657	575,000	2.16%
Santa Rita & Guadalupe Pipeline	165,819	3,925	3,925	169,744	2,500,000	0.16%
<u>Treatment</u>						
RECL share	0	0	0	0	0	NA
PBCSD share (1/3 of cost)	0	0	0	0	0	NA
<i>Total CIP Projects 24-25</i>	1,954,822	43,685	69,194	2,024,016	6,025,000	1.15%

**Carmel Area Wastewater District
Capital Expenditures
2024-25**

	BEG BAL	SEP	CURRENT YTD	CUMULATIVE TOTAL	ANNUAL BUDGET	BUDGET SPENT
<u>LONG TERM CIP PROJECTS</u>						
<u>Treatment</u>						
Perimeter Fence	49,801	0	0	49,801	25,000	NA
Elec/Mech Rehab & Sludge Holding Tank Project (RECL 2.7%)	9,638,381	0	0	9,638,381	0	NA
Potable Water & Gas Main Replacement (COLL 5.5%)	178,944	1,358	1,358	180,302	300,000	0.45%
Plant Bridge Retrofit Project-unbudgeted	12,994	1,571	1,830	14,824	0	NA
Artificial Intelligence Pilot Project	92,924	17,977	34,431	127,355	150,000	22.95%
RECL share	(260,236)	0	0	(260,236)	0	NA
PBCSD share (1/3 of cost)	(3,237,603)	(6,968)	(12,465)	(3,250,067)	(158,333)	7.87%
<i>Total Long Term CIP Projects 24-25</i>	6,475,205	13,937	25,153	6,500,359	316,667	7.94%
Total Capital (net of RECL and PBCSD)	8,430,027	229,587	316,008	8,746,035	6,503,667	4.86%

Carmel Area Wastewater District
Variance Analysis
2024-25

	YTD	YTD	
	\$ Variance	% Variance	
<u>Collections</u>			
Utilities	(\$2,471)	-22.80%	Electricity underbudget.
Other Expense	(\$5,129)	-2564.60%	Recruiting unbudgeted.
<u>Treatment</u>			
Employee Benefits	(\$65,236)	-56.10%	Allocation to Reclamation overbudget.
Truck and Auto Expenses	(\$289)	-12.60%	Insurance underbudgeted.
Office Expense	(\$2,928)	-12.70%	Equipment repairs and temp service unbudgeted.
Other Expense	(\$335)	No budget	Recruiting new employee.
<u>Administration</u>			
Director's Expenses	(\$7,049)	-90.40%	CASA conference unbudgeted and training underbudget.
Office Expense	(\$6,347)	-41.50%	Computers and equipment underbudgeted and postage and shipping unbudgeted.
Repairs and Maintenance	(\$141)	-28.20%	General repairs unbudgeted.

District Obligations:

1) 2004 Highlands Project Bond Proceeds \$3,057,165 - Balance Due \$-0-

STAFF REPORT



TO: Board of Directors
 FROM: Daryl Lauer, Collection Superintendent
 DATE: October 31, 2024
 SUBJECT: Monthly Report – September 2024

RECOMMENDATION

Receive Report- Informational only; no action required.

Permits Issued

Sewer Lateral Permits issued in September19
 Total Fees \$2,830.00

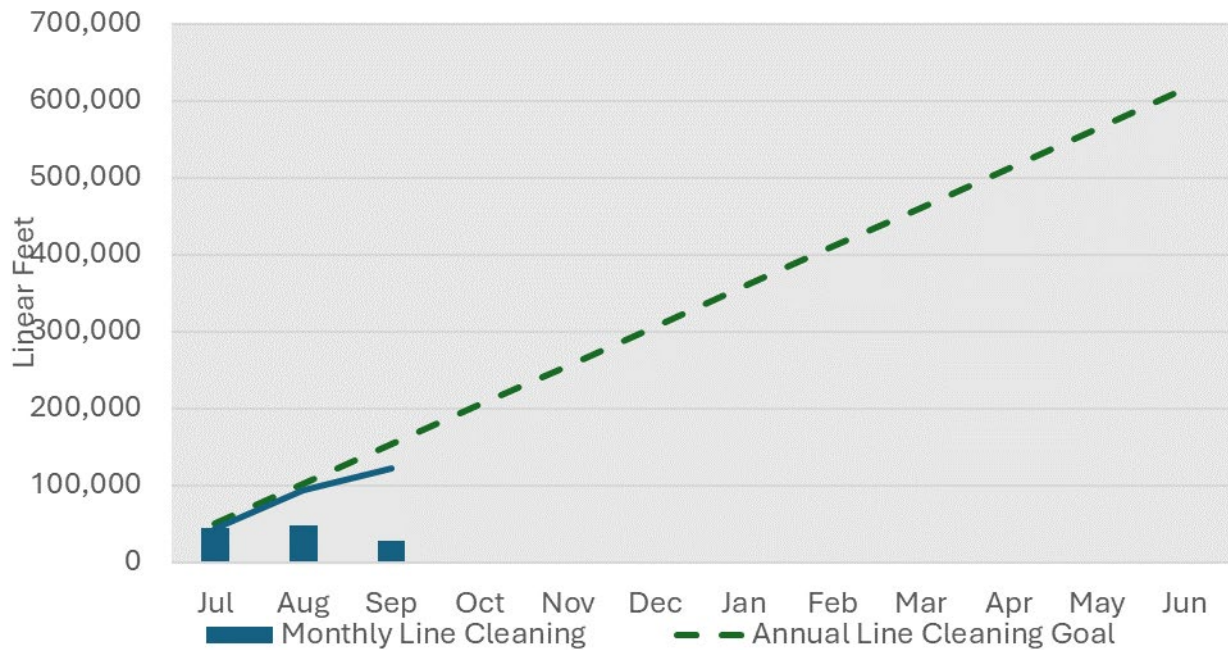
Maintenance

Attached is a map of the areas cleaned in the past three months. There were 28,812 feet of sewer lines cleaned in September.

Recent Line Cleaning Summary

Cleaning period	Footage Cleaned	Percentage Cleaned	Size of Pipe Cleaned
September	28,812 ft.	7.15%	6 - 12 inches
August	48,583 ft.	11.13%	6 - 27 inches
July	44,591 ft.	10.07%	6 - 27 inches

Annual Line Cleaning Graph



Line Cleaning Table

Total Target Amount (Linear Feet)	Cumulative Complete (Linear Feet)	Remaining (Linear Feet)
615,000	121,986	493,014

Staff Development

- Staff attended weekly tailgate safety training sessions.
- In the month of September, two weeks are dedicated to safety which includes, confined space refresher, confined space rescue, Hazwoper refresher, forklift operations, Cardiopulmonary Resuscitation (CPR)/first aid. During these two weeks CAWD' s annual policies are also reviewed.

General comments

- N/A

Service calls responded to by crew

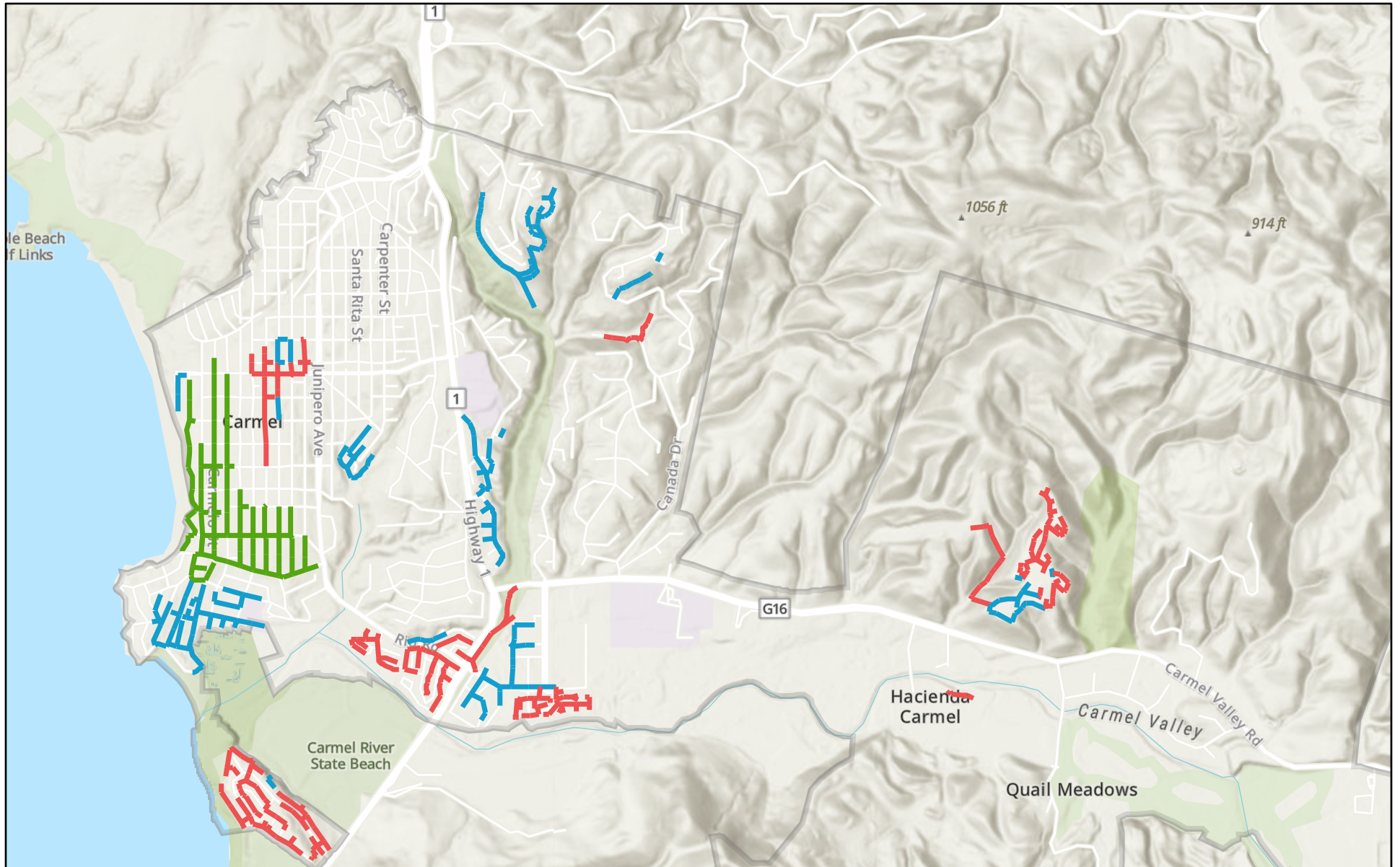
Date	Time	Callout	Resolution
9/1/2024	2:28 AM	Smart Cover High level	Called by Smart Cover manhole level monitoring system for a high-level alert on the Carmel Meadows easement. Staff checked the manhole to see if it was surcharging. The manhole showed no sign of a surcharge. The next day staff contacted the manufacturer and found the unit's processor had failed. A new unit was installed and put into service. See service call map.
9/21/2024	7:10 AM	Smart Cover Low level	Called by Smart Cover manhole level monitoring system for a low flow level on the Pescadero easement. Staff checked the manhole to confirm the sewer line had the appropriate flow. The next business day staff contacted the manufacturer and found the unit's battery was low and needed to be replaced. A new battery was installed and put into service. See service call map.
9/29/2024	1:52 AM	Power failure	Called by alarm monitoring system for a power failure at Hacienda, Highlands, Calle La Cruz and Valley Greens pump stations. Staff monitored station until the power was restored. The reason for the failure is unknown. See service call map.

USA Location Requests – 191

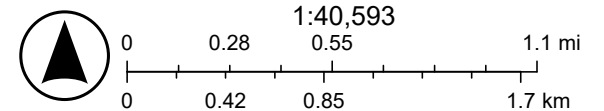
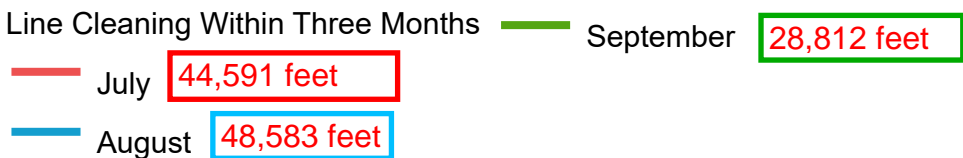
Plumbing permit inspections – 15

Private Sewer Lateral Compliance Certificates Issued – 16

September Cleaning Map 2024

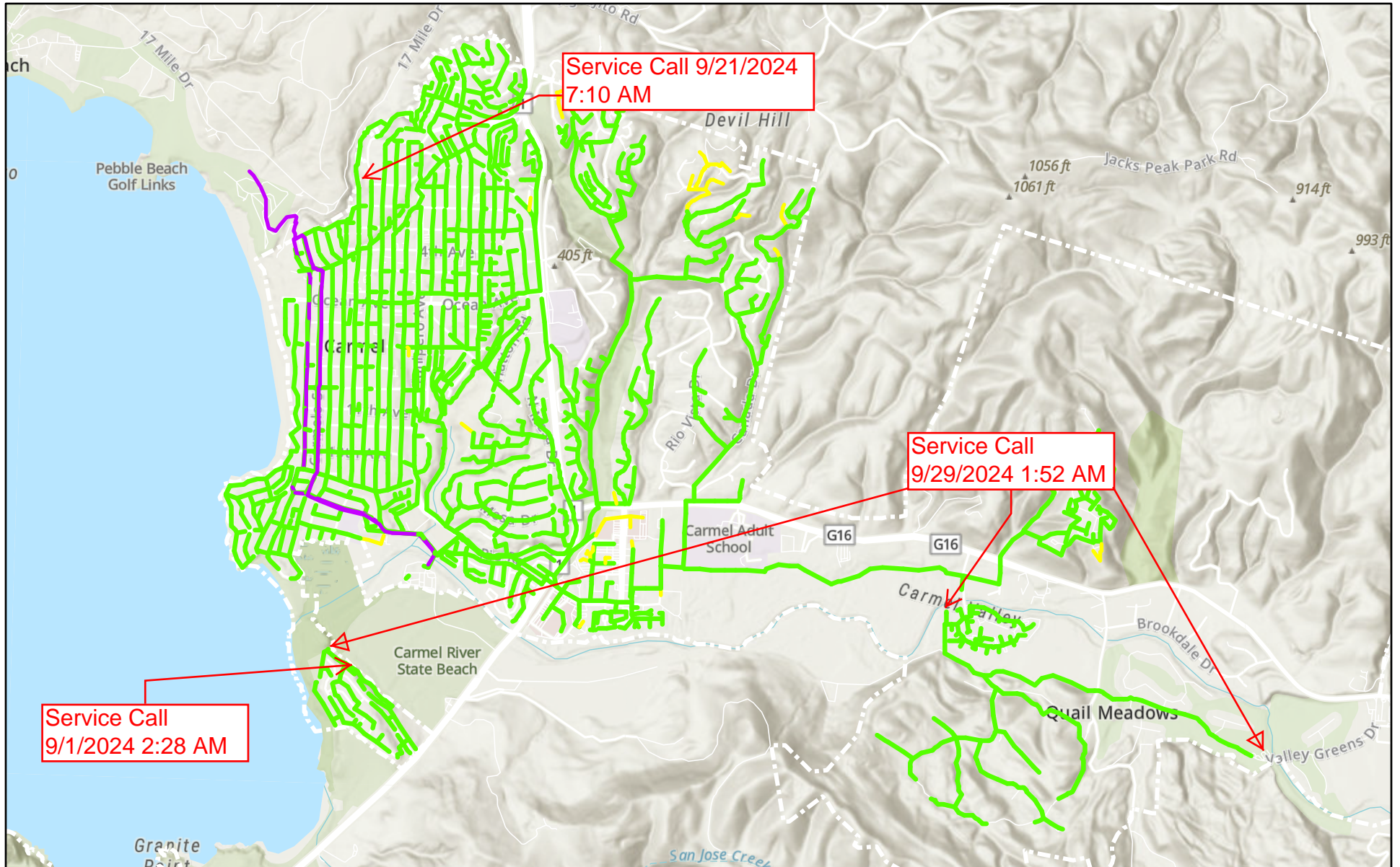


Line Cleaning Within Three Months



California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA,

September 2024 Service Call Map

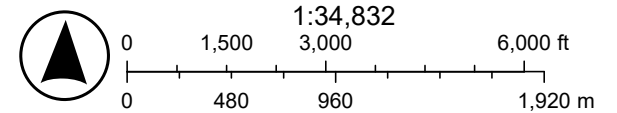


Service Call
9/1/2024 2:28 AM

Service Call 9/21/2024
7:10 AM

Service Call
9/29/2024 1:52 AM

- PBCSD
- PRIVATE
- CAWD



California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US

CAWD
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STAFF REPORT



To: Board of Directors

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

Date: October 31, 2024

Subject: Monthly Safety Report (for September 2024)

RECOMMENDATION

Receive Report- Informational only; no action required

DISCUSSION

Safety & Training

- **September (Sept) 4: N-95 Respirator training.** S/C Admin Dias gave a regular refresher on the donning and doffing of N-95 respirator masks. N-95 are required for a wide variety of work tasks and are also required by Carmel Area Wastewater District's (CAWD's) COVID policy for employees returning to work within 3 days of a COVID infection. Two training videos were shown and additional instructions were provided.
- **Sept 9 - 19: Annual Safety Weeks-** "Safety weeks" are a series of safety trainings held over a two-week period each September. Recurring trainings include: hazardous waste awareness and operations; hazardous waste incident response, confined space awareness, confined space rescue, and annual training for the District's hearing, respiratory and blood borne pathogen programs. This year forklift recertification training was also provided.
- **Sept 25: Tailgate Training- Emergency Preparedness.** Kevin Young, Operations Supervisors gave a tailgate on ways to prepare for an emergency. All CAWD staff, classified as special district public employees, are required to respond to public emergencies. Employees are allowed to first address immediate personal and family emergencies, but then must report to work for duty if safe to do so. Mr. Young described the emergency provisions and supplies available at the plant and listed several ways to be better prepared at home, so that personnel could be more available to undertake work duties.

Ongoing Safety Improvements

Maintenance Superintendent 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 September included:

- **Improved chemical handling.** Several automatic wastewater samplers are in use at the plant. These samplers automatically collect and store samples over time to create “composite” samples which are then taken to the lab for analysis. Over a period of weeks, solids build up inside the intake tubes and the tubes need to be periodically cleaned. This is done by pumping a solution of sodium hypochlorite (bleach) through the sampler. It was noted that operators were mixing and transporting the solution in buckets. While bleach solution is a relatively common and well-known chemical, it is listed as a hazardous material. Therefore, regulations require very specific labeling for all hazardous chemicals placed in a secondary container (in this case, a bucket). To improve compliance and safety, dedicated carboys were ordered, labeled and placed into service. The carboys also have secure caps which will prevent the solution from splashing or spilling when transporting.

Tours and Outreach

- **Tours:** No tours were requested in September. Two tours were requested in October.

Injuries; First Aid Incidents; Workers Compensation Claims

There were no new Workers Comp claims or first aid injuries in September. The most recent matrix is below.

	Work Related Injuries and Illnesses for 2024 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	33*	0
OSHA Illnesses	0	0	0	0	0
Other WC Claims	0	0	0	0	0
First Aid (non-OSHA)	0	1	0	0	0

*Excludes holidays, vacation days and sick days

FUNDING

N/A- Informational item only

Wastewater Treatment Facility Operations Report

Report for: September 2024	HYDRAULIC LOADINGS					2024 YEAR-TO-DATE	
	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	23.926	0.760	0.739	0.972	68.148	260.99	800.58
PBCSD Flow	11.183	0.373	0.345	0.373	31.852	141.42	433.79
Total Plant Flow	35.109	1.133	1.084	1.345	100.00	402.41	1234.37
Tertiary Flow	30.640	1.021	0.764	1.163	87.271	205.13	629.24
Ocean Discharge	3.435	0.115	0.096	0.227	9.784	188.57	578.43
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2024)	205.13MG (629.23acre-ft.)
Total Lifetime Reclamation Production (94-24)	9.75 BG (29.92 K acre-ft.)
12 Month Rolling Total Reclamation Production	292.54 MG (897.81 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Sep'24 kWh	Price per kWh	Sep'24	Aug'24	Jul'24	Jun'24
Secondary	78,842.00	\$ 0.279	\$ 21,994.59	\$ 23,660.40	\$ 25,119.87	\$ 26,122.49
Blowers	48,987.84	\$ 0.287	\$ 14,053.47	\$ 15,364.91	\$ 15,002.30	\$ 16,433.71
CAWD Total	127,829.84		\$ 36,048.06	\$ 39,025.31	\$ 40,122.17	\$ 42,556.20
Tertiary	89,287.12	\$ 0.288	\$ 25,670.78	\$ 27,565.08	\$ 26,036.80	\$ 24,746.66
MF/RO	102,590.00	\$ 0.307	\$ 31,490.91	\$ 34,093.82	\$ 32,859.47	\$ 36,972.88
Reclaim Total	191,877.12		\$ 57,161.69	\$ 61,658.90	\$ 58,896.27	\$ 61,719.54
Adjusted Monthly Totals (1)	CAWD Total		\$ 20,456.66	Reclamation Total		\$ 72,753.09

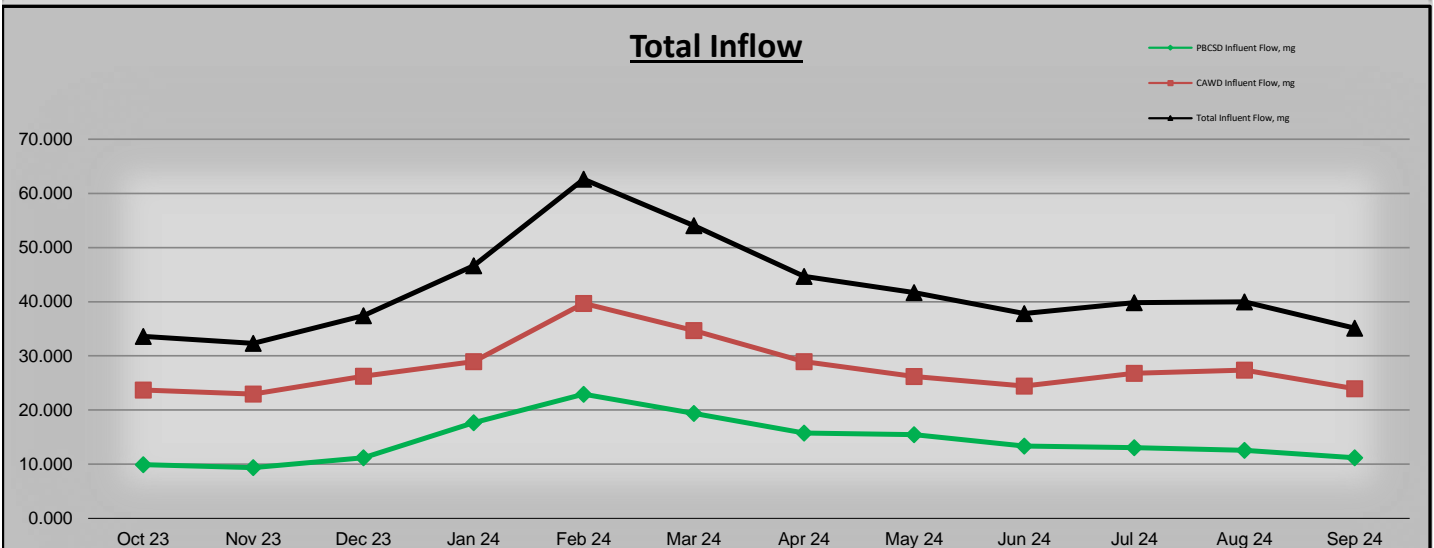
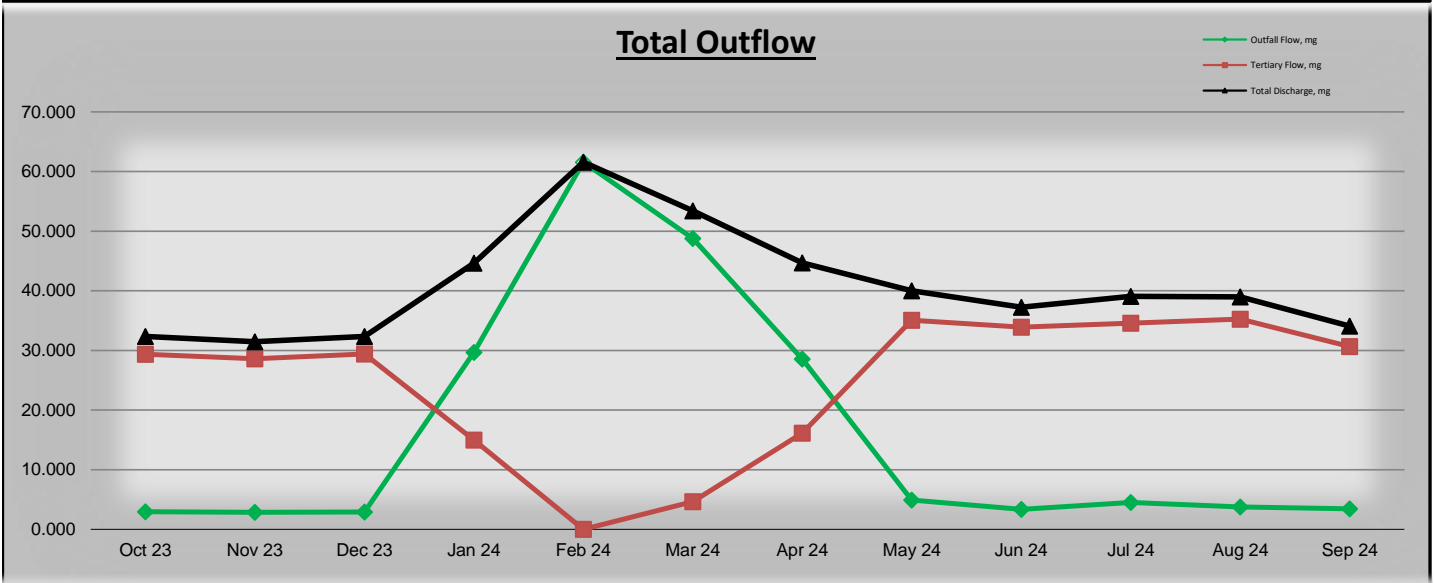
kW-h Per Acre Foot

	2023				2024			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	773.12	1209.16	1205.69	1484.05	940.34	1159.32	1156.77	N/A
Reclamation	2889.60	2142.43	1910.80	1951.37	2608.25	3138.42	1921.34	N/A

MICROTURBINE SUMMARY

Month	Sep'24 kW-h	Aug'24	Jul'24	Jun'24	Accumulated Totals
Production, kW-h	22,389	19,735	5,021	0	1,464,302.00

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



Wastewater Treatment Facility Operations Report

Report for: August 2024	HYDRAULIC LOADINGS					2024 YEAR-TO-DATE	
	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	27.385	0.883	0.821	0.965	68.529	237.06	727.19
PBCSD Flow	12.576	0.406	0.365	0.520	31.471	130.23	399.49
Total Plant Flow	39.961	1.289	1.186	1.485	100.00	367.30	1126.68
Tertiary Flow	35.254	1.137	0.985	1.230	88.221	174.49	535.25
Ocean Discharge	3.748	0.121	0.097	0.139	9.379	185.13	567.90
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2024)	174.49MG (535.25acre-ft.)
Total Lifetime Reclamation Production (94-24)	9.72 BG (29.83 K acre-ft.)
12 Month Rolling Total Reclamation Production	291.95 MG (895.99 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Aug'24 kWh	Price per kWh	Aug'24	Jul'24	Jun'24	May'24
Secondary	81,763.00	\$ 0.289	\$ 23,660.40	\$ 25,119.87	\$ 26,122.49	\$ 19,908.42
Blowers	55,389.28	\$ 0.277	\$ 15,364.91	\$ 15,002.30	\$ 16,433.71	\$ 12,813.32
CAWD Total	137,152.28		\$ 39,025.31	\$ 40,122.17	\$ 42,556.20	\$ 32,721.74
Tertiary	91,785.92	\$ 0.300	\$ 27,565.08	\$ 26,036.80	\$ 24,746.66	\$ 18,036.05
MF/RO	114,352.00	\$ 0.298	\$ 34,093.82	\$ 32,859.47	\$ 36,972.88	\$ 31,716.93
Reclaim Total	206,137.92		\$ 61,658.90	\$ 58,896.27	\$ 61,719.54	\$ 49,752.98
Adjusted Monthly Totals (1)	CAWD Total		\$ 22,222.73	Reclamation Total		\$ 78,461.48

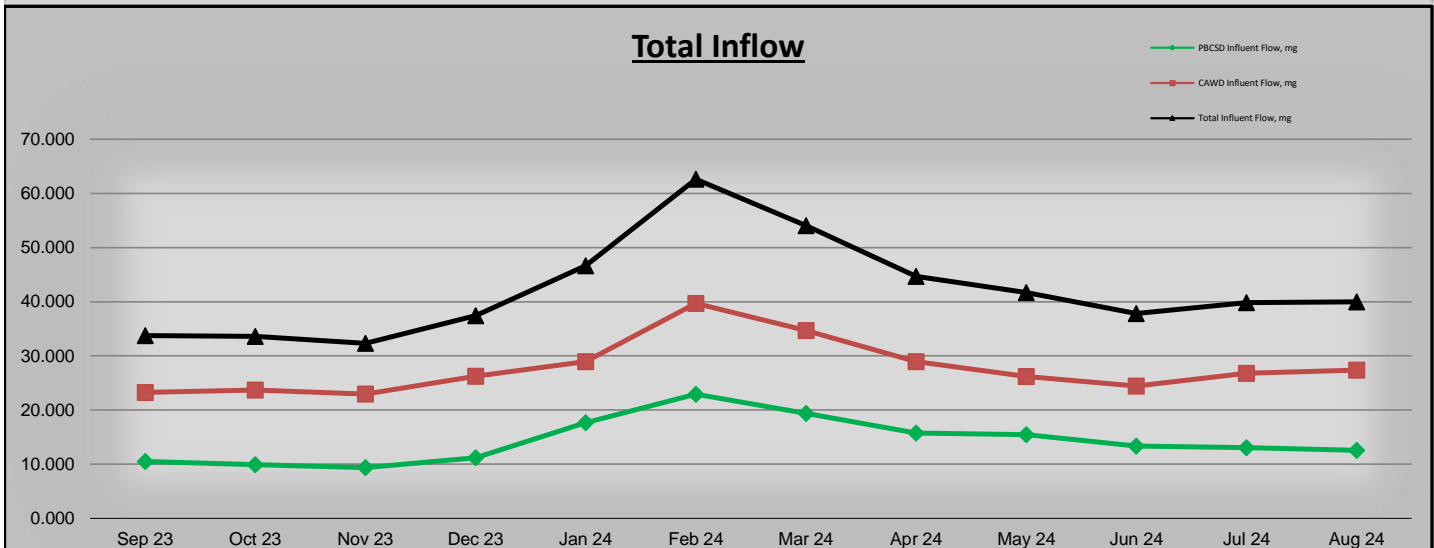
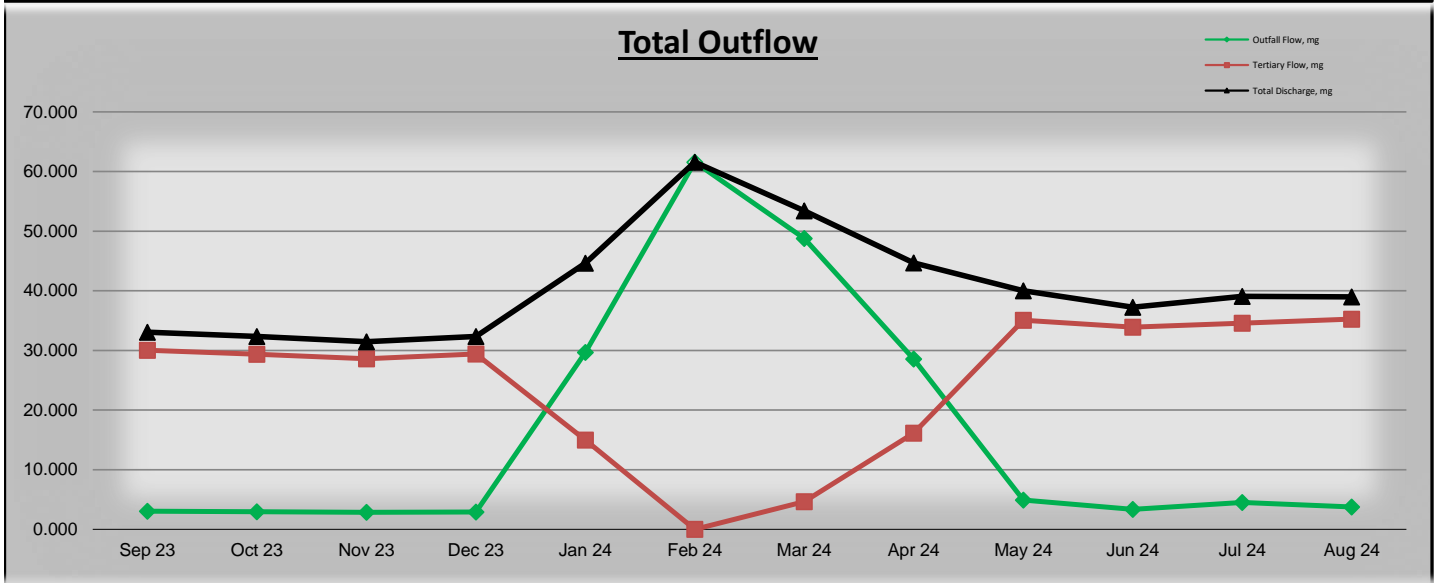
kW-h Per Acre Foot

	2023				2024			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	773.12	1209.16	1205.69	1484.05	940.34	1159.32	N/A	N/A
Reclamation	2889.60	2142.43	1910.80	1951.37	2608.25	3138.42	N/A	N/A

MICROTURBINE SUMMARY

Month	Aug'24 kW-h (2)	Jul'24	Jun'24	May'24	Accumulated Totals
Production, kW-h	19,735	5,021	0	0	1,441,913.00

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



Wastewater Treatment Facility Operations Report

	HYDRAULIC LOADINGS					2024 YEAR-TO-DATE	
Report for: July 2024	Total Monthly, MG	Avg. Daily, MGD	Min Daily, MGD	Max Daily, MGD	% of Total	MG	acre-feet
CAWD Flow	26.784	0.864	0.836	0.960	67.271	209.68	643.19
PBCSD Flow	13.031	0.420	0.379	0.488	32.729	117.66	360.91
Total Plant Flow	39.815	1.284	1.215	1.448	100.00	327.34	1004.10
Tertiary Flow	34.573	1.115	0.478	1.242	86.834	139.24	427.11
Ocean Discharge	4.504	0.145	0.104	0.479	11.312	181.39	556.40
Potable Water	0.000	0.000	0.000	0.000	0.000	0.000	0.000

TERTIARY PROCESS HISTORY

Total Annual Reclamation Production (2024)	139.24MG (427.11acre-ft.)
Total Lifetime Reclamation Production (94-24)	9.68 BG (29.72 K acre-ft.)
12 Month Rolling Total Reclamation Production	289.34 MG (887.99 acre-ft.)

ELECTRICAL COSTS

Monthly Totals	Jul'24 kWh	Price per kWh	Jul'24	Jun'24	May'24	Apr'24
Secondary	90,590.00	\$ 0.277	\$ 25,119.87	\$ 26,122.49	\$ 19,908.42	\$ 21,825.65
Blowers	52,084.24	\$ 0.288	\$ 15,002.30	\$ 16,433.71	\$ 12,813.32	\$ 10,503.05
CAWD Total	142,674.24		\$ 40,122.17	\$ 42,556.20	\$ 32,721.74	\$ 32,328.70
Tertiary	84,689.84	\$ 0.307	\$ 26,036.80	\$ 24,746.66	\$ 18,036.05	\$ 11,779.02
MF/RO	109,415.00	\$ 0.300	\$ 32,859.47	\$ 36,972.88	\$ 31,716.93	\$ 22,404.09
Reclaim Total	194,104.84		\$ 58,896.27	\$ 61,719.54	\$ 49,752.98	\$ 34,183.11
Adjusted Monthly Totals (1)	CAWD Total		\$ 22,901.08	Reclamation Total		\$ 76,117.36

kW-h Per Acre Foot

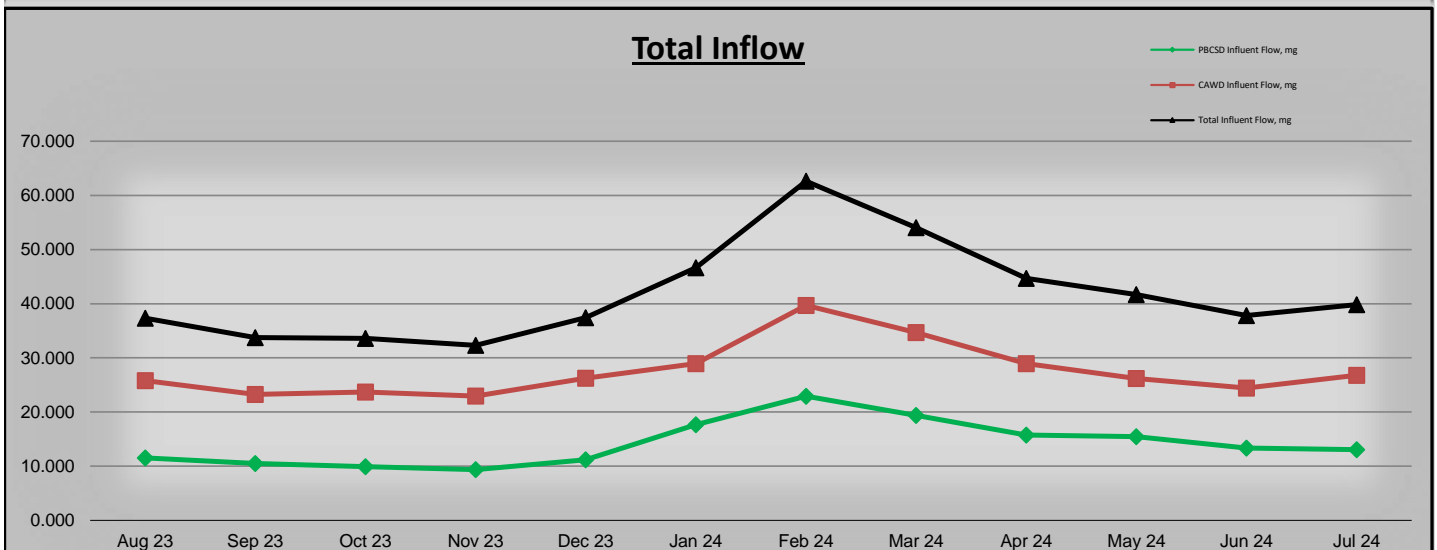
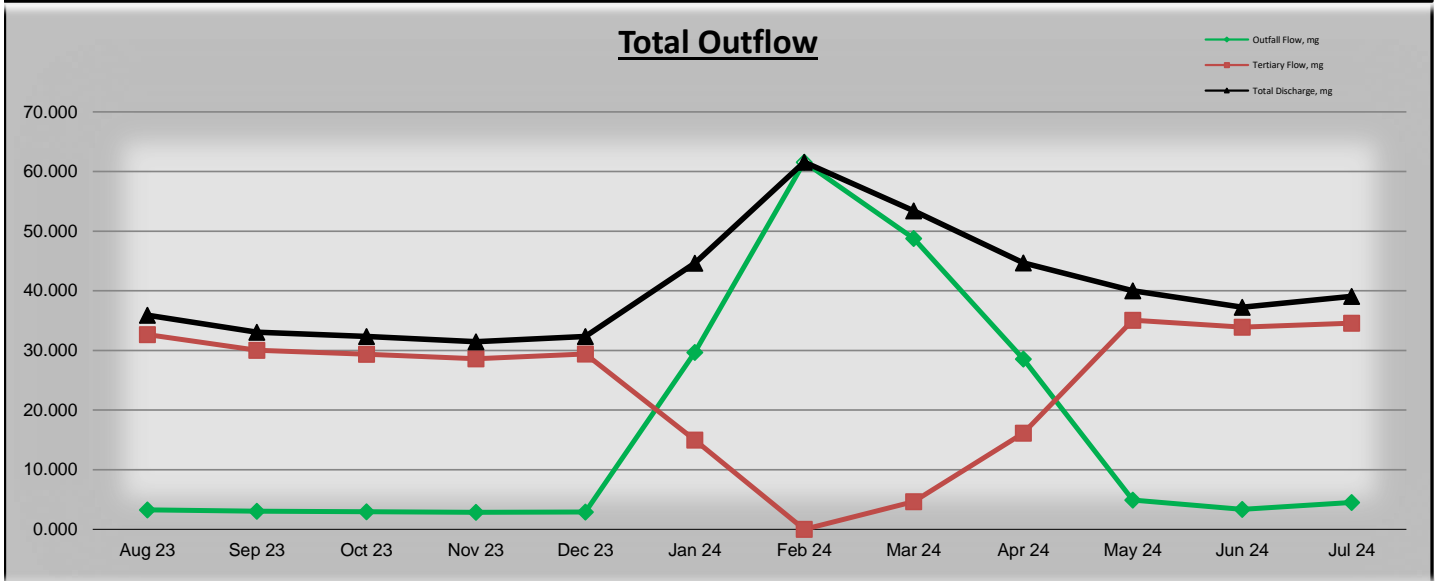
	2023				2024			
	1 QTR	2 QTR	3 QTR	4 QTR	1 QTR	2 QTR	3 QTR	4 QTR
CAWD	773.12	1209.16	1205.69	1484.05	940.34	1159.32	N/A	N/A
Reclamation	2889.60	2142.43	1910.80	1951.37	2608.25	3138.42	N/A	N/A

MICROTURBINE SUMMARY

Month	Jul'24 kW-h (2)	Jun'24	May'24	Apr'24	Accumulated Totals
Production, kW-h	5,021	0	0	0	1,422,178.00

(1) Cost adjustment for Reclamation percentage for Secondary power costs and CAWD's percentage for Tertiary's power costs due to the Lab's power usage.

(2) Microturbine system back on-line starting on 7/16/2024.



STAFF REPORT



To: Board of Directors

From: Carla James - Laboratory/Environmental Compliance Supervisor

Date: October 31, 2024

Subject: Monthly Report – September 2024

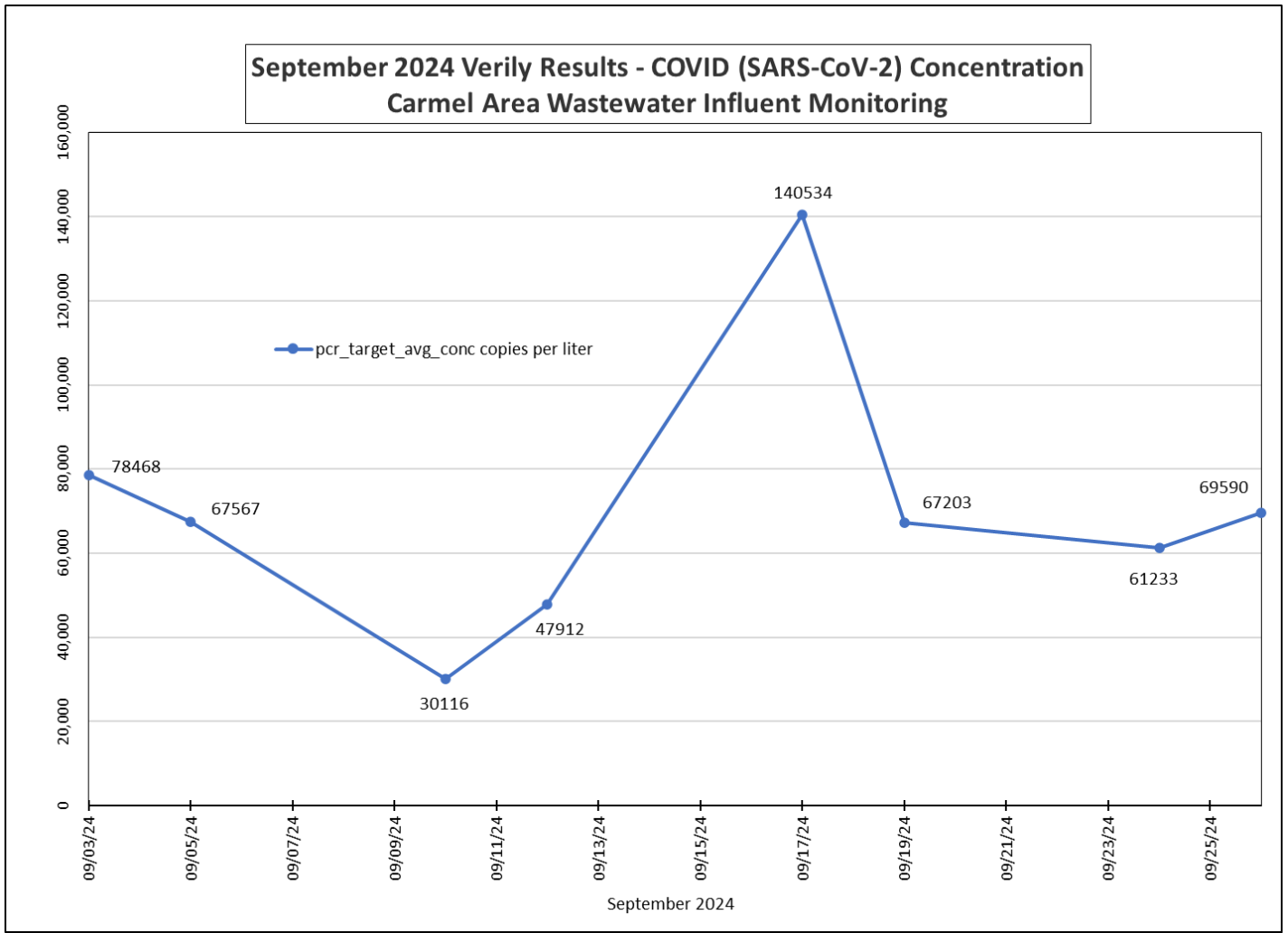
RECOMMENDATION

Receive Report - Informational only; No action required.

DISCUSSION

INFLUENT MONITORING (VIRUSES)

- Center for Disease Control (CDC) approved Verily as the official provider for monitoring results. Verily provides SARS-CoV-2 (COVID), Respiratory Syncytial Virus (RSV), Influenza A and B, and MPox Virus (MPKV) analysis twice per week for Carmel Area Wastewater District (CAWD) Facility Influent composite samples.
- September 2024 COVID data points from Verily are represented in the following graph. The graph shows the copies of pathogen nucleic acid per liter of wastewater for a single collection site over time.
- RSV was detected in September 2024.
- Influenza A, Influenza B, and MPKV viruses were not detected in September 2024.



LABORATORY REPORT

- On September 5, 2024, the CAWD Laboratory received the On-Site Assessment (OSA) report from International Accreditation Services (IAS). The OSA findings from the report have been addressed in a Corrective Action Report to IAS. Further evaluation by IAS is pending.

FUNDING

N/A-Informational item only

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	23	2024		2025		2026	
									H2	H1	H2	H1	H2	H1	H2
Projects Implementation Plan Schedule															
<u>Treatment Plant Capital Projects</u>															
18-01	1620.000	Elec/Mech Rehab and Sludge Holding Tank Replacement	Treanor	4/30/18	9/29/23	\$0	\$9,638,381	Completed	Sludge Holding Tank Replacement Project						
18-28	1626.000	Perimeter Tree Plan and Implementation	Bandy	7/1/19	6/30/26	\$0	\$5,020	Reviewing Height of Existing Native Trees	Perimeter Tree Plan and Implementation						
19-21	1993.000	Carmel River FREE Mitigation	Treanor	6/1/20	12/30/26	\$0	\$0	SHPO Consultation for FEMA	Carmel River FREE Mitigation						
19-19	1634.000	Aeration Basin Improvements	Waggoner	7/1/20	10/13/23	\$0	\$17,332	50% Completed	Aeration Basin Improvements						
19-18	1593.000	Perimeter Fencing	Bandy	7/1/22	12/31/25	\$25,000	\$74,801	Design/CEQA	Perimeter Fencing						
22-03	1639.000	WWTP Gas and Water Main Replacement	Bandy	5/2/22	6/30/26	\$300,000	\$478,944	30% Design	WWTP Gas and Water Main Replacement						
22-04	1642.000	CAWD Bridge Project	Treanor	3/1/21	2/29/28	\$0	\$12,994	Funding Strategy	CAWD Bridge Project						
22-06	1640.000	Vector Receiving Station	Bandy	7/1/22	12/31/24	\$575,000	\$680,222	Construction Phase	Vector Receiving Station						
<u>Reclamation Capital Projects</u>															
22-05	14794	Reclamation 15-Year CIP Master Plan	Bandy/Treanor	8/2/22	6/30/25	\$349,250	\$537,696	In Progress	Reclamation 15-Year CIP Master Plan						
		Sand Filter Rehab	Waggoner	7/1/24	6/30/25	\$150,000	\$150,000	Substantially Complete	Sand Filter Rehab						
<u>Collections Capital Projects</u>															
19-03	1586.000	Carmel Meadows Sewer Replacement	Treanor	8/1/19	6/30/26	\$300,000	\$1,015,235	Design Update In Progress	Carmel Meadows Sewer Replacement						
20-07	1636.000	Bay/Scenic Pump Station Rehabilitation	Treanor	12/31/20	12/31/25	\$150,000	\$298,087	On Hold	Bay/Scenic Pump Station Rehabilitation						
20-08	1635.000	Scenic Rd Pipe Bursting - Ocean to Bay	Treanor	2/5/21	12/31/25	\$2,000,000	\$2,533,925	In Design / CDP	Scenic Rd Pipe Bursting - Ocean to Bay						
21-05	1637.000	Pescadero Sewer Relocation	Treanor	7/1/21	12/31/26	\$500,000	\$723,629	In Design / CEQA	Pescadero Sewer Relocation						
23-01	1643.000	Santa Rita & Guadalupe Pipeline Rehab	Treanor	1/1/23	12/31/25	\$2,500,000	\$2,653,098	In Design	Santa Rita & Guadalupe Pipeline Rehab						
24-04		Highlands Forcemain Retrofits	Bandy	4/1/24	4/1/26	\$0	\$0	Study Phase	Highlands Forcemain Retrofits						
20-06		Collections 15-Year CIP	Treanor	7/1/20	7/1/40	\$0	\$66,372,100	Work In Progress	Collections 15-Year CIP						
<u>Collections Non-Capital Projects</u>															
24-01	6130.005	2024 Sewer Pipe Repairs	Treanor	1/1/24	12/31/24	\$410,000	\$410,000	In Progress	2024 Sewer Pipe Repairs						
24-02	6140.005	2024 Manhole Coating	Treanor	1/1/24	12/31/24	\$460,000	\$460,000	On Hold	2024 Manhole Coating						
<u>Assessment Districts/Annexations</u>															
19-08	1632.000	Carmel Valley Manor Pipeline and Pump Station	Treanor	7/3/18	3/31/24	\$0	\$0	Startup Phase	Carmel Valley Manor Pipeline and Pump Station						
18-29	2500.000	September Ranch Subdivision	Treanor	9/1/22	8/30/25	\$0	\$0	In Construction	September Ranch Subdivision						
23-03		Rancho Cañada Village Subdivision	Treanor	3/1/23	2/27/25	\$0	\$0	Sewer Agreement	Rancho Cañada Village Subdivision						
<u>Other Non-Capital Projects</u>															
		Workforce Now	Lauer			\$0	\$0	Time Card System Pilot							
		Real Property Investigation	Buikema			\$0	\$0	Ongoing							

Project Number	GL	Task Name	Manager	Start	Finish	Current FY Budget	Cumulative Budget	Status	23	2024		2025		2026	
									H2	H1	H2	H1	H2	H1	H2
		Cyber Security	Foley			\$0	\$0	Ongoing							
24-03	1644.000	Artificial Intelligence Pilot Project	Foley			\$150,000	\$242,924	In Progress							
		Source Control Six Sigma	Treanor			\$0	\$0	Restaurant Plumbing Inspections In Progress							
22-01	5500.006	Long Term SLR Planning	Buikema / Bandy / Treanor	5/3/21	2/29/40	\$250,000	\$1,400,000	2023 Study Complete	Long Term SLR Planning						
20-05		River Watch Agreement	Treanor	2/21/20	2/21/24	\$0	\$0	Work In Progress							
		CMMS Upgrade	Lauer / Foley / Treanor	11/1/23	11/1/24	\$85,800	\$85,800	Systems Setup	CMMS Upgrade						
		Lab ELAP Accreditation	James / Treanor / Bandy	9/2/24	3/27/26	\$0	\$0	In Progress	Lab ELAP Accreditation						



Treatment Plant Capital Project Summaries



Photo: New Sludge Tank Under Construction

Project Number:	18-01	
Project Name:	Wastewater Treatment Plant (WWTP) – Elec/Mech Rehab & Sludge Holding Tank Replacement Project	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Trenor	
Status:	Completed	
Project Description:	This project is a multi-area project at the WWTP aimed at mitigating risk of failure in the Influent Pump Station, Headworks, 3W/Chlorine Analyzer Building, Effluent Building and Sludge Storage Tank. Most of the work involves replacing aged electrical and mechanical equipment in existing buildings.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$9,638,381	\$9,638,381
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Reclamation Share:	Estimated at 2.7% of project cost.	
Other Entities:	Pebble Beach Community Services District, CAWD/PBCSD Reclamation Project	
Permits Required:	Coastal Commission Notification	
Challenges:	Electrical Equipment Supply Chains	
Schedule:	<ul style="list-style-type: none"> Construction anticipated for FY2021/2022 into FY2022/2023 	
Consultants:	Design: Kennedy/Jenks Consultants Construction Management: Currie Engineers	
Contractor:	Clark Bros. Inc.	



Photo: Eucalyptus trees on South Side of Treatment Plant

Project Number:	18-28	
Project Name:	Perimeter Tree Plan and Implementation	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Bandy	
Status:	Reviewing Height of Existing Native Trees	
Project Description:	Planning and landscaping around the treatment plant. This will include looking into possibly replacing the non-native eucalyptus trees around the perimeter of the treatment plant with native tree species. The project will start with a study and a plan to determine costs, sequencing schedule, and visual impacts. The Eucalyptus trees around the plant have ongoing maintenance costs, which may be offset in the long term with a different type of tree screening. The purpose is to improve security around plant perimeter.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$130,020	\$5,020
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Reclamation:	N/A	
Other Entities:	N/A	
Permits Required:	Currently unknown (In Study Phase)	
Challenges:	Time it will take for new trees to grow up that will fully screen treatment plant from view	
Schedule:	<ul style="list-style-type: none"> Study moved to 2024; anticipate completion 06-30-26 	
Consultants:	Scott Hall Landscape Design	
Contractor:	To Be Determined (TBD)	

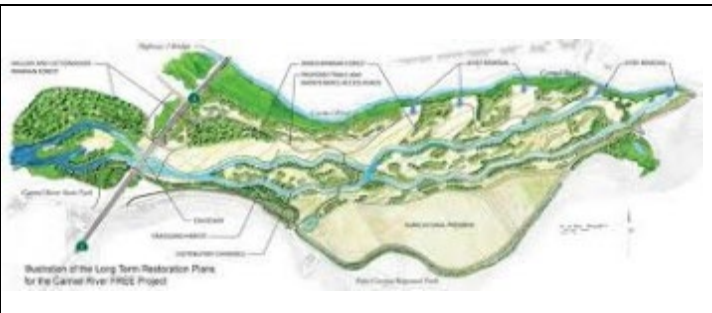


Photo: Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE)

Project Number:	19-21	
Project Name:	Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) Mitigation	
Project Location:	Carmel River Lagoon	
Project Manager:	Treanor	
Status:	State Historic Preservation Office (SHPO) Consultation for Federal Emergency Management Agency (FEMA) Funding	
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:	Cumulative Spent: \$618,569
	\$750,000	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, Regional Water Quality Control Board (RWQCB)	
Challenges:	Construction near environmentally sensitive habitat and obtaining new easement from State Parks	
Schedule:	<ul style="list-style-type: none"> Construction anticipated in 2025 	
Consultants:	Design: Kennedy Jenks and Staheli Trenchless CEQA: Johnson Marigot	
Contractor:	TBD	



Photo: Existing air diffuser system

Project Number:	19-19	
Project Name:	WWTP – Aeration Basin Improvements	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Waggoner	
Status:	50% Completed	
Project Description:	The Aeration Basins 4A & 4B need to have additional diffusers installed to ensure the proper air (oxygen) transfer into the wastewater to support the aerobic microorganisms in the basins.	
Department:	Treatment	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$17,332	\$17,332
	FY Budget:	FY Spent:
	\$0	\$0
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	N/A	
Challenges:	Weather conditions and Scheduling	
Schedule:	<ul style="list-style-type: none"> Design is complete Materials ordered and received Construction currently on hold 	
Consultants:	N/A	
Contractor:	N/A	



Photo: Existing Dilapidated Fence

Project Number:	19-18	
Project Name:	Perimeter Fencing	
Project Location:	Wastewater Treatment Plant (WWTP)	
Project Manager:	Bandy	
Status:	Design/CEQA	
Project Description:	Install a new fence around the perimeter of the WWTP.	
Department:	Treatment	
Financial:	Cumulative Budget: \$74,801	Cumulative Spent: \$49,801
	FY Budget: \$25,000	FY Spent: \$0
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND), Coastal Developmental Permit (CDP) Notification	
Challenges:	Environmental Mitigations	
Schedule:	<ul style="list-style-type: none"> Design in FY2022-2023 Construction in FY2024-2025 	
Consultants:	Kennedy Jenks	
Contractor:	TBD	



Photo: Gas Meter on North Side of River

Project Number:	22-03	
Project Name:	WWTP Gas and Water Main Replacement	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Bandy	
Status:	30% Design	
Project Description:	The WWTP natural gas and water utility service exists on the opposite side of the Carmel River from the WWTP. CAWD owns the piping under the river for these utilities. The water line and gas line are PVC and identified as having a high risk of failure. The gas line is needed for plant operations to provide supplementary heating to the digesters for thermophilic digestion.	
Department:	Treatment	
Financial:	Cumulative Budget: \$478,944	Cumulative Spent: \$180,302
	FY Budget: \$300,000	FY Spent: \$1,358
Reclamation Share:	N/A	
Other Entities:	Cost Share w/ Collections @ 5.5%	
Permits Required:	TBD	
Challenges:	Underground work in riparian area	
Schedule:	<ul style="list-style-type: none"> Currently undergoing alternatives analysis study Design in FY2022-2023 Construction in FY2024-2025 	
Consultants:	Kennedy Jenks	
Contractor:	N/A	



Photo: 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:	Trenor	
Status:	Funding Strategy	
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: \$12,994	Cumulative Spent: \$14,824
	FY Budget: \$0	FY Spent: \$1,830
**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:	Currently working on video and marketing outreach effort	
Consultants:	TBD	
Contractor:	TBD	



Photo: CAWD Vactor Truck

Project Number:	22-06	
Project Name:	Vactor Receiving Station	
Project Location:	Wastewater Treatment Plant	
Project Manager:	Bandy	
Status:	Construction Phase	
Project Description:	Construct a new Vactor Receiving Station for the Collections Department and the disposal of waste collected in the vactor truck.	
Department:	Treatment	
Financial:	Cumulative Budget: \$680,222	Cumulative Spent: \$117,657
	FY Budget: \$575,000	FY Spent: \$12,435
Reclamation Share:	N/A	
Other Entities:	N/A	
Permits Required:	Coastal Developmental Permit (CDP) Notification	
Challenges:	Design for ultimate user satisfaction.	
Schedule:	Construction starts in June 2024	
Consultants:	Kennedy Jenks	
Contractor:	TBD	

Reclamation Capital Project Summaries

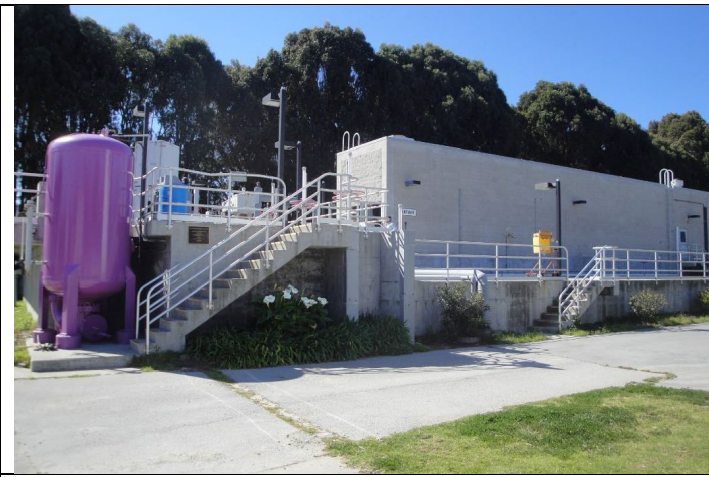


Photo: Exterior of Tertiary Building

Project Number:	22-05	
Project Name:	Reclamation MF/RO and Tertiary System 15-Year Capital Improvement Program (CIP) Master Plan	
Project Location:	Reclamation – Microfiltration (MF)/Reverse Osmosis (RO) and Tertiary Building	
Project Manager:	Bandy/Treanor	
Status:	In Progress	
Project Description:	Asset management condition and risk evaluations, development of projections of capital expenditures, and preliminary engineering planning	
Department:	Treatment	
Financial:	Cumulative Budget: \$537,696	Cumulative Spent: \$91,609
	FY Budget: \$349,250	FY Spent: \$91,609
Reclamation Share:	100%	
Other Entities:	Reclamation Project	
Permits Required:	None	
Challenges:	Complexity	
Schedule:	Planning Process will extend into FY 2023/2024	
Consultants:	Kennedy Jenks Trussell Technologies, Inc	
Contractor:	N/A	

Collections Capital Project Summaries



Photo: View gravity pipe in Carmel 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:	The project will 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. This project is located on an easement parallel to Ribera Road and was originally installed in the early 1960's.	
Department:	Collections	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$1,015,235	\$725,786
Permits Required:	FY Budget:	FY Spent:
	\$300,000	\$5,943
Challenges:	Coastal Permit and Environmental Review	
Schedule:	Redirecting the sewer to the pump station without requiring ejector pumps.	
Consultants:	Design and Environmental Review completed 6/28/22. Construction on hold for permitting.	
Contractor:	TBD	



Photo: Looking at Pump Station Exterior

Project Number:	20-07	
Project Name:	Bay/Scenic Pump Station Rehabilitation	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	On Hold	
Project Description:	Remodel the interior of the pump station and update the SCADA panel to minimize areas prone to flooding.	
Department:	Collections	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$976,756	\$148,087
Reclamation Share:	FY Budget:	FY Spent:
	\$150,000	\$0
Other Entities:	0%	
Permits Required:	Carmel-by-the-Sea, Coastal Commission	
Challenges:	Exemptions from CEQA and Coastal dependent on panel location requirements.	
Schedule:	Traffic Control, Panel Location away from bluff	
Consultants:	Construct 2023/2024 Fiscal Year	
Contractor:	TBD	
	Pending	



Photo: Pipe Bursting Limits on Scenic

Project Number:	20-08	
Project Name:	Scenic Rd Pipe Bursting - Ocean to Bay	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	In Design / CDP	
Project Description:	Replace approximately 10,561 linear feet of existing 6-inch clay pipe with a new 8-inch High-Density Polyethylene (HDPE) and includes manhole rehabilitation.	
Department:	Collections	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$2,533,925	\$617,825
Financial:	FY Budget:	FY Spent:
	\$2,000,000	\$41,174
Reclamation Share:	0%	
Other Entities:	Carmel-by-the-Sea, Coastal Commission	
Permits Required:	CEQA & Coastal Development permits from City and County	
Challenges:	Traffic control & poorly mapped underground utilities. Cultural Resources at southern end of project.	
Schedule:	CEQA complete 2/1/2024, Construction 2025	
Consultants:	MNS, Rincon, TBC Communications	
Contractor:	Pending	



Photo: Sewer Line at Pescadero Creek

Project Number:	21-05	
Project Name:	Pescadero Sewer Relocation	
Project Location:	Collection System	
Project Manager:	Treanor	
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:	Cumulative Spent:
	\$723,629	\$244,738
Financial:	FY Budget:	FY Spent:
	\$500,000	\$5,718
Reclamation Share:	0%	
Other Entities:	N/A	
Permits Required:	Environmental Review	
Challenges:	Narrow road, depth of manholes, environmentally sensitive area	
Schedule:	Start design, public outreach, & Environmental in Winter 2023.	
Consultants:	MNS, Denise Duffy, TBC Communications & Media	
Contractor:	TBD	

Santa Rita & Guadalupe #23-01



Project Number:	23-01	
Project Name:	Santa Rita & Guadalupe	
Project Location:	Collection System	
Project Manager:	Trenor	
Status:	In Design	
Project Description:	Approx. 5,800 ft of 6" vitrified clay pipe to be replaced with 8" HDP	
Financial:	Cumulative Budget:	Cumulative Spent: \$169,744
	\$3,699,783	
Financial:	FY Budget:	FY Spent: \$3,925
	\$2,500,00	
Reclamation Share:	0%	
Other Entities:	Carmel-by-the-Sea,	
Permits Required:	None	
Challenges:	Traffic Controls	
Schedule:	Construct Winter 2024. Preliminary Plans Complete.	
Consultants:	MNS Engineers	
Contractor:	TBD	

Highlands Force Main Retrofits #24-04



Project Number:	24-04	
Project Name:	Highlands Force Main Retrofits	
Project Location:	Collection System	
Project Manager:	Bandy	
Status:	Study Phase	
Project Description:	Proposed pipeline repairs to existing flushing connections, and air release valves. Includes provisions for potentially connecting the Point Lobos sewer to the District sewer at a location closer to Point Lobos to allow existing Point Lobos Force Main to be transferred to CAWD as a backup pipeline.	
Financial:	Cumulative Budget:	Cumulative Spent: \$0
	\$0	
Financial:	FY Budget:	FY Spent: \$0
	\$0	
Other Entities:	California State Parks	
Permits Required:	CalTrans Encroachment	
Challenges:	Construction along Hwy 1	
Schedule:	TBD	
Consultants:	MNS Engineers	
Contractor:	TBD	

Collections Non-Capital Project Summaries



Photo: Pipe Repairs

Project Number:	24-01	
Project Name:	2024 Sewer Pipe Repairs	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	In Progress	
Project Description:	Miscellaneous repairs of existing pipes in the collection system	
Department:	Collections	
Financial:	Cumulative Budget: \$410,000	Cumulative Spent: N/A
	FY Budget: \$410,000	FY Spent: 0
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:	2024 thru 2025	
Contractor:	TBD	



Photo: Pipe Repairs

Project Number:	24-02	
Project Name:	2024 Manhole Coating	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Design Phase	
Project Description:	Coating manholes to extend life span	
Department:	Collections	
Financial:	Cumulative Budget: \$460,000	Cumulative Spent: N/A
	FY Budget: \$460,000	FY Spent: 0
Other Entities:	N/A	
Permits Required:		
Challenges:		
Schedule:		
Contractor:	TBD	

Assessment Districts/Annexations

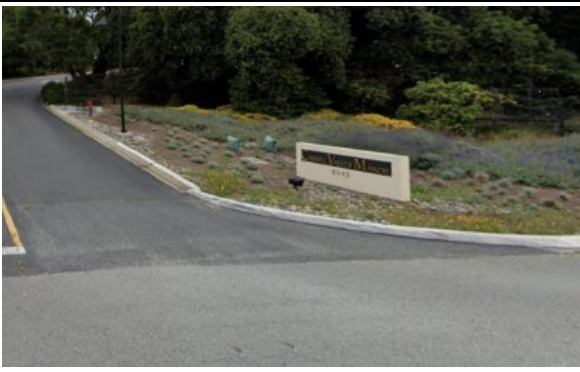


Photo: Entrance to Carmel Valley Manor

Project Number:	19-08	
Project Name:	Carmel Valley Manor Pipeline and Pump Station	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Startup Phase	
Project Description:	Sewer extension project to be completed by the owners of Carmel Valley Manor to connect to CAWD's sewer system.	
Department:	Collections	
Financial: this is an unbudgeted item-under repayment agreement (no funds received)-	Cumulative Budget:	Cumulative Spent:
	\$0	\$180
Other Entities:	FY Budget:	FY Spent:
	\$0	\$0
Permits Required:	Various Private Land Owners	
Challenges:	County Encroachment Permit, Easements through Private Property, Environmental Review	
Schedule:	Funding, Repayment Agreement, easement agreements, Local Agency Formation Commission (LAFCO) annexation	
Consultants:	Construction Completion Anticipated in July 2024	
Contractor:	MNS and Rincon are working for Carmel Valley Manor	
	Monterey Peninsula Engineering	

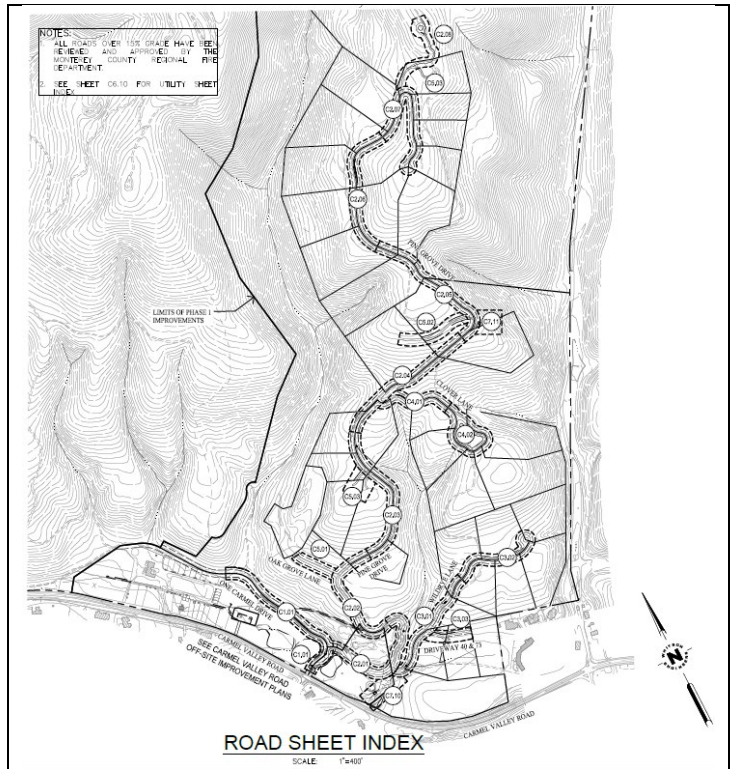


Photo: Map of September Ranch Subdivision

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:	Cumulative Spent:
	\$0	\$
Other Entities:	FY Budget:	FY Spent:
	\$0	\$0
Permits Required:	N/A	
Challenges:	Developer Obtained Permits	
Schedule:	Construction by developer.	
Consultants:	Construction in 2024	
Contractor:	MNS Engineers, Inc.	
	Don Chapin	

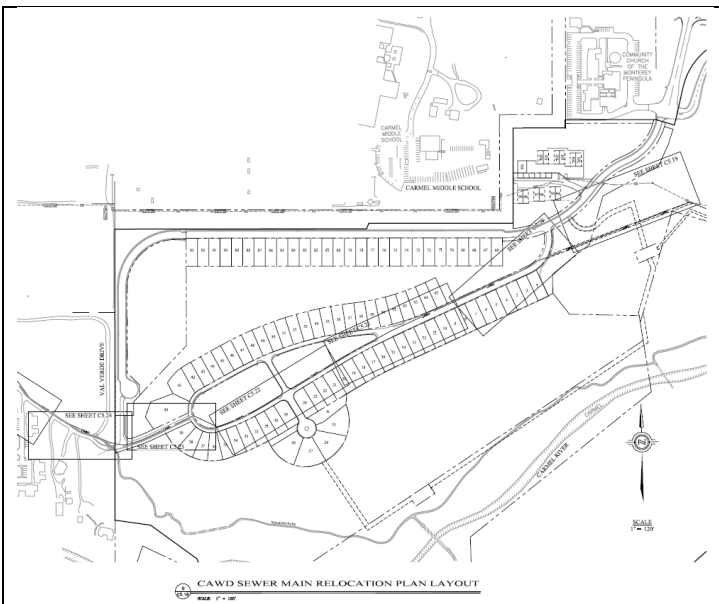


Photo: Location of Rancho Cañada Village Subdivision

Project Number:	23-03	
Project Name:	Rancho Cañada Village Subdivision	
Project Location:	Collection System	
Project Manager:	Trenor	
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:	Cumulative Spent:
	FY Budget:	FY Spent:
Other Entities:	N/A	
Permits Required:	Developer Obtained Permits.	
Challenges:	Construction by developer.	
Schedule:	Construction Pending	
Consultants:	Unknown	
Contractor:	Unknown	

Other Non-Capital Project Summaries



ADP Workforce Now

Photo: ADP Clip Art

Project Number:	N/A	
Project Name:	Workforce Now	
Project Location:	All Supervisor Locations	
Project Manager:	Foley	
Status:	Implementation-Time Card System Pilot	
Project Description:	Implementation of a comprehensive Human Resource (HR) software database for all supervisors and employees to utilize. Modules provide employee development tracking, benefits administration, custom performance review templates, and employee goal management.	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent: \$2,520 (annual fee)
	FY Budget:	FY Spent: \$2,520 (annual fee)
Challenges:	Technical issues need to be resolved & employee training. Implementation of advanced features for employee development and learning management.	
Schedule:	Implemented in April 2023. HCM Unlocked Consultant hired for specialized implementation services. Currently working on Timesheet component.	
Consultants:	ADP	



Photo: Real Estate Clip Art

Project Number:	N/A	
Project Name:	Real Property Investigation	
Project Location:	Carmel Valley	
Project Manager:	Barbara Buikema	
Status:	Ongoing	
Project Description:	An investigation of a possible new treatment facility site in the mouth of the Carmel Valley, which is in response to the Coastal Commission.	
Department:	Administration	
Financial:	Cumulative Budget:	Cumulative Spent:
	FY Budget:	FY Spent:
	\$75,000	\$0
	\$75,000	\$0
Permits Required:	None – at this time	
Challenges:	Limited land possibilities, regulatory hurdles, and zoning	
Schedule:	open ended	
Consultants:	Mahoney & Associates	



Photo: Cyber Security Clip Art

Project Number:	N/A	
Project Name:	Cyber Security	
Project Location:	District-wide	
Project Manager:	Foley	
Status:	Ongoing	
Project Description:	Internal Cyber Security Incident Response Team (CSIRT) formed, and they are working on a response plan & training. The upgrades to email filtering system have been completed. Stricter geofencing policies have been put in place, and a cold backup system that is sandboxed from the network was installed March 2022.	
Department:	All	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$0	\$0
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Challenges:	Ongoing training & the need for continual upgrades as skills of hackers grow.	
Schedule:	Continually updating	
Consultant:	Exceedio	

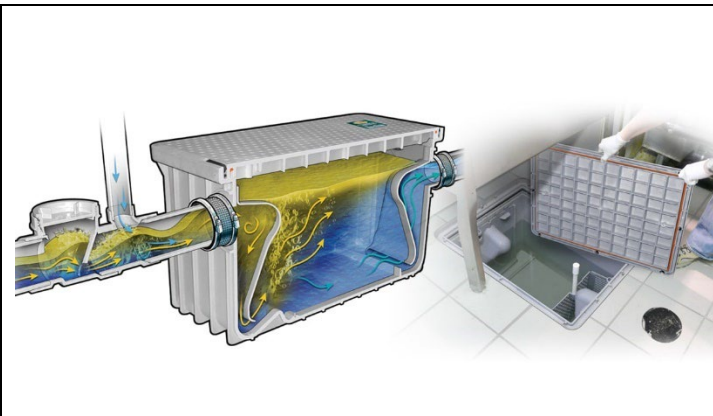


Photo: Grease Trap Graphic

Project Number:	N/A	
Project Name:	Source Control -Environmental Compliance -Six Sigma	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Restaurant Plumbing Inspections In Progress	
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:	Cumulative Spent:
	\$0	\$2,000
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Permits Required:	None	
Challenges:	Restaurant plumbing.	
Schedule:	Ongoing	
Consultants:	Carmel Fire	



Photo: Futuristic Circuitry

Project Number:	24-03	
Project Name:	Artificial Intelligence Pilot Project	
Project Location:	Treatment Plant	
Project Manager:	Foley	
Status:	In Progress	
Project Description:	A Pilot Project to test run new artificial intelligence algorithms on time series operating data being gathered in the existing Supervisory Control and Data Acquisition (SCADA) system. The new algorithms will be designed to conduct multivariate analysis of data for Anomaly Detection, and multivariate computations for process control. Initial investment in new computer hardware and software may be necessary as system requirements.	
Department:	Administration	
Financial:	Cumulative Budget: \$242,924	Cumulative Spent: \$127,355
	FY Budget: \$150,000	FY Spent: \$34,431
Permits Required:	N/A	
Challenges:	<ul style="list-style-type: none"> Determining Hardware and Software needs to fulfill system requirements to run algorithms. Database restructuring. 	
Schedule:	Work started in March 2024 and is anticipated to continue through end of Fiscal Year (FY) 24-25.	
Consultants:	Enterprise Automation	



Photo: California coastline

Project Number:	22-01	
Project Name:	Long-Term Sea Level Rise Planning	
Project Location:	Treatment Plant	
Project Manager:	Buikema/ Treanor/Bandy	
Status:	2023 Study Complete	
Project Description:	As conditions of Coastal Permit #3-82-199-A8 - the District submitted its Long-Term Coastal Hazards Plan on 03-03-22.	
Department:	Administration	
Financial:	Cumulative Budget: \$1,400,00	Cumulative Spent: \$219,862
	FY Budget: \$250,000	FY Spent: \$219,862
Permits Required:	In response to California Coastal Commission	
Challenges:	Establishing focus on long term objectives and committing to follow through items as outlined.	
Schedule:	Most recent study completed in 2023. Next study to start in 2024 or 2025.	
Consultants:	Greeley & Hansen	



Photo: River Watch logo

Project Number:	20-05	
Project Name:	River Watch Agreement	
Project Location:	Collection System	
Project Manager:	Treanor	
Status:	Work in Progress	
Project Description:	Work to satisfy the milestones in the agreement with River Watch.	
Department:	Collections	
Financial:	Cumulative Budget: N/A	Cumulative Spent: N/A
	FY Budget: N/A	FY Spent: N/A
Reclamation Share:	0%	
Other Entities:	River Watch	
Permits Required:	none	
Challenges:	Completing all projects near water bodies in time is unlikely for the February 2024 deadline due to lack of public approval.	
Schedule:	Due date February 2024	
Consultants:		
Contractor:	N/A	

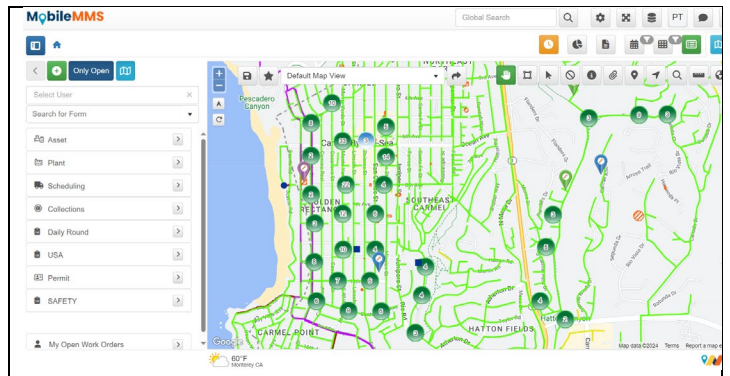


Photo: CMMS System

Project Number:	N/A	
Project Name:	CMMS Upgrade	
Project Location:	District Wide	
Project Manager:	Lauer /Foley/Treanor	
Status:	Systems Setup	
Project Description:	Computerized Maintenance Management System (CMMS) is a workflow tool and work data storage system used for scheduling work and accessing records. CAWD is upgrading this system to better manage information and work in the collection system and operate in the field more effectively.	
Department:	Administration	
Financial:	Cumulative Budget: \$85,800	Cumulative Spent: \$78,000
	FY Budget: \$85,800	FY Spent: \$78,000
Permits Required:	N/A	
Challenges:	Creating custom workflows that fit the specific needs of CAWD	
Schedule:	Development in Progress through FY23/24	
Consultants:	Websoft Developers-Mobile MMS Software	



Photo: CAWD Lab

Project Number:	N/A	
Project Name:	Lab ELAP Accreditation	
Project Location:	Laboratory	
Project Manager:	James/Treanor/Bandy	
Status:	In Progress	
Project Description:	State Water Quality Control Board Environmental Lab Accreditation Program (ELAP) ensures laboratories generate environmental and public health data of known, consistent, and documented quality to meet stakeholder needs.	
Department:	Laboratory	
Financial:	Cumulative Budget:	Cumulative Spent:
	\$0	\$0
Financial:	FY Budget:	FY Spent:
	\$0	\$0
Permits Required:	N/A	
Challenges:	Current accreditation expires in December 2024. To properly apply for accreditation will require more than 1-year of preparation to account for conducting ongoing lab duties.	
Schedule:	Goal to apply for renewed accreditation in early 2026	
Consultants:	N/A	

STAFF REPORT

To: Board of Directors

From: Ed Waggoner, Operations Superintendent

Date: October 31, 2024

Subject: Monthly Operations Reports – September 2024



RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Plant Operation

Treatment Plant:

- The Treatment Plant operations staff has continued finishing projects and concentrating on Preventative Maintenance Work Orders during the month of September.
- Operations and Maintenance staff continued work in Aeration Basin number 4 diffuser upgrades.
- September 4, Operations, Collections, Maintenance, and Laboratory staff attended a luncheon with Pebble Beach Community Service District (PBCSD) staff at PBCSD office. Followed by a tour of the Forest Lake Reservoir and shop areas.
- September 9, staff participated in Enersponse Demand Response Event (EDRE). During the EDREs the operations staff reduces the electrical demand on the grid for 2 hours by shutting down various plant processes and other equipment to comply with EDRE request.

Reclamation:

- Staff continued preventative maintenance work on pumps, motors, and any equipment that needs maintenance for the Microfiltration (MF) and Reverse Osmosis Systems (ROS).
- MF cells #1, #2, and #3 were cleaned successfully with Trans Membrane Pressures (TMPs) ranging between 1.8 to 5.5 pounds per square inch (psi).

Training:

- Staff participated in scheduled tailgate safety meetings in the digester building conference room.

- September 9 through September 19, Operations staff attended Carmel Area Wastewater District's annual safety training for confined space entry and confined space rescue. Other trainings covered were the annual 8 hour HazWoper review and annual chemical spill response scenarios.

Meetings Attended

- Weekly, Friday meetings with Sean Dingman on the new Mobile Maintenance Management Software. These meetings are designed to fine tune work orders, asset hierarchy, and general program navigation.
- Weekly, Tuesday meetings with the Klir program representative on organizing all of CAWD's operational permits.
- September 9, Operations Superintendent and Laboratory Supervisor attended an in person meeting at the CAWD Board room to review Laboratory Operations with the management team.
- September 10, Operations Superintendent, Maintenance Superintendent and Beth Ingram met with Carmel Unified School District to review the Summer Internship program and plan for the 2025 summer Internship Program.
- September 12, Operations Superintendent attended a Zoom meeting with the Water Awareness Committee of Monterey County to review the Monterey County Fair Water Conservation Showcase held Saturday August 31.
- September 17, Operations Superintendent attended a Zoom meeting with the Monterey Bay Water Works Association for upcoming training events.
- September 27, Operations Superintendent and Operations Supervisor attended an in person meeting at the treatment facility for the Vactor receiving station kick-off meeting with Monterey Peninsula Engineering and CAWD's Principal Engineer.
- September 30, Operations Superintendent and Operations Supervisor attended an in person meeting at the treatment facility for the review of submittal information from Hydro Gate for gate replacement at the Distribution box to the secondary clarifiers by CAWD's Principal Engineer.

Discharge Permit Violations

- There were no violations of Reclamation Permit 93-72 for the month of August 2024.
- There were no violations of the National Pollutant Discharge Elimination System (NPDES) Number CA0047996, Order No. R3-2014-0012 within the month of August 2024.
- Submitted Second Quarter May through July 2024 Effluent DDT monitoring report. There were no violations of the National Pollutant Discharge Elimination System (NPDES) Number CA0047996, Order No. R3-2014-0012 for the second Quarter May through July 2024 monitoring report.

FUNDING-N/A-Informational item only

STAFF REPORT



To: Board of Directors
From: Chris Foley, Maintenance Superintendent
Date: October 31, 2024
Subject: Monthly Maintenance Report – September 2024

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

Maintenance Projects in Progress/Completed

Portable Office Siding Replacement

The siding on the portable offices has deteriorated. Your Service Solution (YSS Builders) is replacing the siding and repairing damaged wood. This will extend the life of the portable offices for a few more years.

Aeration Basin 4 Diffuser Replacement

Operations, Maintenance and Collections staff are in the process of cleaning and replacing all the diffuser membranes in the aeration basin. The diffusers are a wear item and require periodic replacement along with the sludge that settles in the basin must be removed. Staff are replacing all the diffusers and piping o-rings.

Standalone Air Conditioning System for Server Room

Airtec Services installed a standalone air conditioning (AC) system for the server room. Previously the building AC was routed to the server room but did not adequately cool the server room. This was identified as a cause of potential equipment failure.

Information Technology (IT) Intern Energy Dashboard Project

The Information Technology Intern is currently working on adding all the new variable frequency drive power readings and individual energy meters to a consolidated dashboard. This will provide improved insight into power usage so a detailed baseline can be identified. As operational controls are improved, energy usage can be tracked.

Pump Station Sewage Pump Replacement

Staff replaced both pumps at Hacienda Pump Station, Pump 2 at Calle La Cruz Pump Station and Pump 2 at Highlands Pump Station. The existing pumps had significant impeller wear, and the pump capacity had decreased.

Upcoming Maintenance Projects

Secondary Clarifier 2 Scraper Arm Repair

Staff are working with Coastal Fabrication to repair the arms for the clarifier scrapers. The scrapers skim the top and bottom of the tank and the arms can become bent over time. To ensure a reliable operation this winter, the arms will be removed and reinforced, and then the clarifier will be placed in service.

8th & Scenic Pump Station Meter Panel Replacement

(Update 2): We are currently awaiting scheduling from Pacific Gas & Electric (PG&E) to replace the meter panel at the 8th & Scenic pump station. The existing mild steel panel shows signs of corrosion. The new stainless steel panel will reduce the risk of failure to the pump station's electrical service. Scheduled for November 6th.

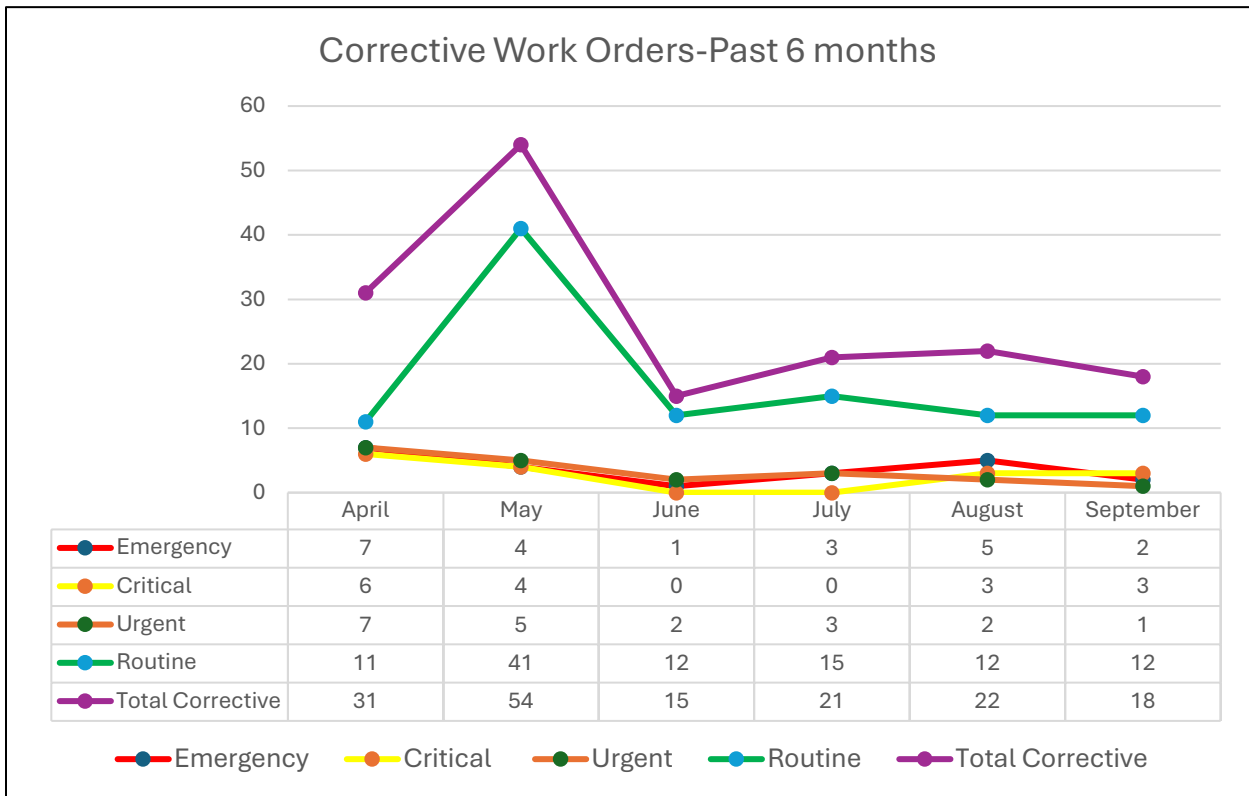
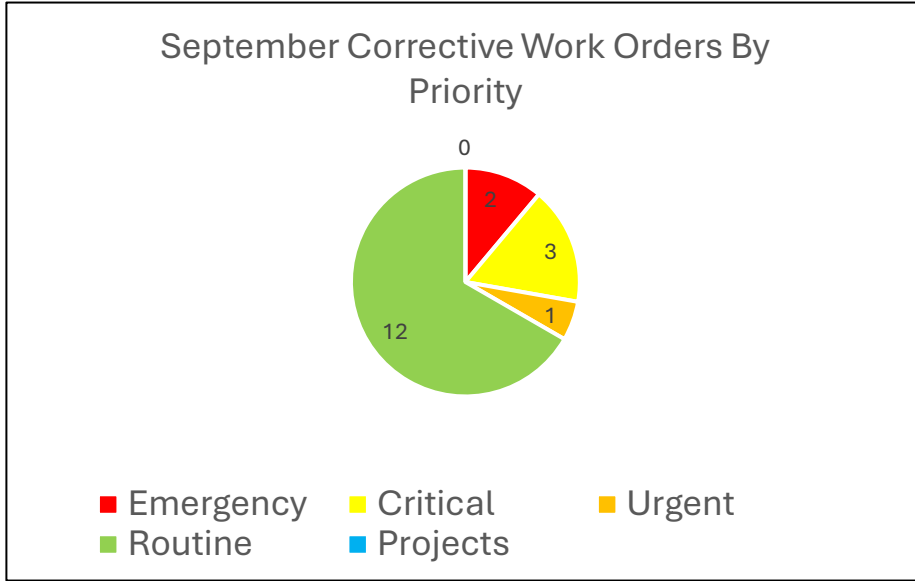
Dissolved Air Flotation Thickener Maintenance

(Update 1) A major service on the bearings of the Dissolved Air Flotation Thickener is scheduled. Factory technicians will oversee the service, with District staff assisting to facilitate knowledge transfer. A job plan has been created, and we are currently awaiting scheduling from the factory. Still awaiting parts.

Preventive Maintenance (September)

Total Work Orders Generated	77
Total Work Orders Closed/Done	68
Total Work Orders Still Open	9
Percentage of Work Orders Completed	88%

Corrective Maintenance



FUNDING-N/A- Informational item only

STAFF REPORT



To: Board of Directors
 From: Patrick Treanor, District Engineer
 Date: October 31st, 2024
 Subject: Source Control Update

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

This report is an update on Source Control activities associated with Fats, Oils, and Grease (FOG) discharge control activities.

Carmel Area Wastewater District (CAWD) conducted drainage fixture surveys at 4 restaurants in the past month. There has been a total of 69 restaurants inspected since the start of 2024 (about 100 restaurants in total are in operation in our service area). These surveys are part of information gathering process within restaurants that are subject to the grease control ordinances.

Below are the findings of the last round of inspections:

Restaurant	Fixtures Not Connected to Grease Trap	Grease Trap Undersized	Unlawful Disposal
Pacific Meadows Retirement Community	No	No	No
Woody's Del Mesa	No	Yes	No
Hacienda Carmel Community Kitchen	No	Yes	No
Sur Restaurant	Yes	Yes	No

FUNDING

N/A Information Only

Resolutions

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: October 31, 2024

Subject: Purchase of Replacement Effluent Pump

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to purchase a complete replacement effluent pump from JM Squared for \$86,207.66.

DISCUSSION

The effluent pumpstation at the treatment plant utilizes three pumps to move water to the ocean outfall. Two pumps are wet weather high flow pumps that have minimal runtime but have been in service for 50 years. The third pump is a low flow pump that pumps reverse osmosis reject water from the reclamation system. The high flow pumps are critical to meet permit requirements in the winter high flow season.

The high flow pumps still operate but leak water and the pump efficiency has decreased due to wear. The original plan was to purchase the parts and for staff to rebuild the pumps but after further inspection of the pumps a better solution is a complete replacement. The inspection revealed that the shaft in the middle of the pumps would require replacement, and the impeller housing would require replacement or reconditioning. The updated estimate to rebuild one pump is \$55,000 which includes parts and external labor.

Justification to replace versus rebuild pump:

- There is a risk that the existing pump housing would need machining or replacement which could delay and add additional cost to the rebuild.
- The pump is 50 years old and requires parts to be manufactured since they are not stocked.

- The downtime required to replace with a new pump is weeks rather than months, which reduces risk since the high flow redundancy is lost while waiting for the pump rebuild. A temporary backup pump system could be installed but the cost would exceed \$10,000 to rent.
- A replacement Fairbanks Morse pump is available that has the same dimensions as the original pump.

Staff received a quote from JM Squared, the authorized Fairbanks Morse distributor, for the replacement pump. This is the only pump that has the exact same dimensions without costly pipe modifications.

Staff will submit a budget request to replace the second high flow pump in Fiscal Year 2025/26.

FUNDING

Treatment Plant Capital Equipment Budget FY 2024/25- \$60,000

Additional Funds: Capital Reserve- \$26,208.

				ATTENTION	Chris Foley
JM Squared Associates, Inc. P.O. Box 317 Concord, CA 94522 Ph: (925) 798-2500 Fax: (925) 798-7737				COMPANY	Carmel Area Wastewater District
				EMAIL	foley@cawd.org
				PHONE	(831) 257-0439
				FAX	
				CELL	(831) 238-1890
Quotation				QUOTE NO	JMV24-0923-1-R1
				DATE	10/10/2024
PREPARED BY		Martin Vesely		LEAD TIME	32-36 weeks ARO (estimated)
PHONE		925-798-2500 ext. 101		FREIGHT	Pre-Pay & Add
E-MAIL		mvesely@jmsquared.com		SHIP VIA	Standard Ground
SUBJECT		Fairbanks Morse Pump Quote		TERMS	Net 30 days
REFERENCE		12" Model 5710, S/N K2S1-065690		VALIDITY	60 days
Qty	Part No	Description	NET Price	NET Ext'd	
1	12" 5710C	Fairbanks Morse vertical, angleflow, non-clog centrifugal pump. Bare pump only, per attached scope of supply, for use with existing driveshaft, guard, 75HP/1200RPM motor & high ring base. Current design replacement for Serial Number K2S1-065690 (circa 1975). Rev. 1: Include combination base & elbow	\$78,615.00	\$78,615.00	
		Sub Total		\$78,615.00	
		Sales Tax	7.750%	\$6,092.66	
1	Freight	Surface freight, estimated* (billed at cost once shipped)		\$1,500.00	
<i>FOB Factory, Freight Pre-Pay & Add</i>			Total*	\$86,207.66	

RESOLUTION NO. 2024-53

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE A REPLACEMENT EFFLUENT PUMP FROM JM SQUARED IN FISCAL YEAR 2024-25 IN AN AMOUNT NOT TO EXCEED \$86,208.

-oOo-

WHEREAS, the District requires the purchase of an effluent pump to maintain operations of the effluent pump station; and

WHEREAS, the District determined there is no substitute and sole sourced the purchase; and

WHEREAS, the District has determined the effluent pump is a critical asset that require an immediate replacement to maintain the required level of service for the treatment plant; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the staff report on October 31, 2024, that this proposal has merit and hereby authorizes the General Manager to purchase a replacement effluent pump for fiscal year 2024-25 in an amount not to exceed \$86,208.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White. President of the Board

ATTEST:

Domine Barriner, Board Clerk

STAFF REPORT



To: Board of Directors

From: Chris Foley, Maintenance Superintendent

Date: October 31, 2024

Subject: Purchase of Replacement Reclamation Microfiltration Feed Pump

RECOMMENDATION

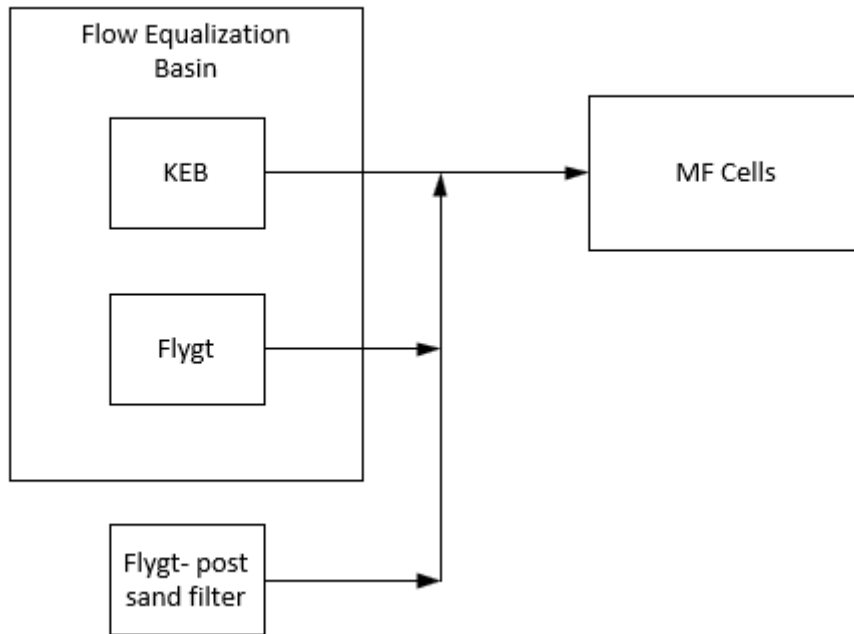
It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to purchase a replacement microfiltration (MF) pump from Shape Incorporated for \$47,565.

DISCUSSION

The MF system receives supply water directly from the flow equalization basin (FEB) or after the sand filter system. There are two pumps in the FEB, one is a Flygt and the other is an original KEB pump. The third pump is located after the sand filters and is a Flygt pump. These pumps are critical to the operation of the reclamation system because if they are out of service the MF system cannot operate.

Both FEB pumps were originally KEB submersible pumps and required multiple repairs. Support for the KEB pumps is difficult to obtain which results in long repair times. Flygts are the standard submersible pump at the District due to the longevity of the pumps and excellent support from the manufacturer.

This recommendation is to replace the remaining KEB with another Flygt pump. The existing pump was installed in 2008 and is due for replacement. This will provide increased redundancy for the sand filtration system since there is only one pump slot and either FEB pump could be installed if a failure occurred. Another benefit is rather than storing a spare for the sand filter Flygt pump the spare can be placed in service and regularly tested. When the pumps sit for a long period in storage seal failures can develop.



Overview of current MF Feed Pumps

FUNDING

Fiscal Year 2024/25 Reclamation Capital Equipment Budget- \$50,000



SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT

PLEASANTON

SACRAMENTO

STOCKTON

3825 Hopyard Road #195
Pleasanton, CA 94588
Phone (925) 485-9720

2356 Gold Meadow Way #270
Gold River, CA 95670
Phone (916) 309-4132

119 Val Dervin Parkway # 2
Stockton, CA 95206
Phone (209) 234-5909

QUOTATION

TO:	Carmel Area Wastewater District PO Box 221428 Carmel, CA 93922	DATE:	10-16-2024
ATTN:	Chris Foley	QUOTE #:	119256
		DESC:	
		JOB:	Carmel Replacement NS3171
		LOCATION:	
		PHONE:	
		EMAIL:	
WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.		<input type="checkbox"/> F.O.B. FACTORY <input checked="" type="checkbox"/> F.F.A. TO FIRST DESTINATION	

Replacment 3171			
Line #	Qty	Item	Price
01	1	NS 3171 w/ 434 trim Hard Iron "N" impeller. Stand, 6" discharge 30hp, 460v, 3ph. Inc 50' cable	
Total for Above Equipment:			\$43,538.00
Notes and Clarifications:			
Supply matching pump to Existing NS3171 .185 S/N 1870030			
NS 3171 w/ 434 Trim Impeller 30hp 6" Discharge			

(Tax Rate 9.250%) Total Tax:		\$4,027.26
Grand Total:		\$47,565.26
Notes:		
1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details 2. Price INCLUDES APPLICABLE TAXES 3. Price INCLUDES Freight: F.F.A. 4. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed. 5. <u>ESTIMATED EQUIPMENT LEAD TIME:</u> A) Pumps 12-14 WEEKS		

SHAPE, INC.
travis headen - theaden@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

SHAPE STANDARD TERMS AND CONDITIONS

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required within two (2) days. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

SHAPE STANDARD TERMS AND CONDITIONS

No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

RESOLUTION NO. 2024-59

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE A REPLACEMENT RECLAMATION PUMP FROM SHAPE INCORPORATED IN FISCAL YEAR 2024-25 IN AN AMOUNT NOT TO EXCEED \$47,565.

-oOo-

WHEREAS, the District requires the purchase of a microfiltration feed pump to maintain operations of the reclamation system; and

WHEREAS, the District determined there is no substitute and sole sourced the purchase; and

WHEREAS, the District has determined the microfiltration feed pump is a critical asset that requires an immediate replacement to maintain the required level of service for the reclamation plant; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the staff report on October 31, 2024, that this proposal has merit and hereby authorizes the General Manager to purchase a replacement microfiltration feed pump for fiscal year 2024-25 in an amount not to exceed \$47,565.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White. President of the Board

ATTEST:

Domine Barriner, Board Clerk

STAFF REPORT



To: Board of Directors

From: Patrick Treanor, District Engineer

Date: October 31st, 2024

Subject: Project #18-17 - Approve Contract Amendment for Revegetation Maintenance, Monitoring, & Reporting for the Hatton Canyon Sewer Replacement Project - Denise Duffy & Associates (\$30,000)

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to execute a contract amendment in the amount of \$30,000 with Denise Duffy & Associates, Inc. to continue to provide revegetation maintenance and monitoring for the Hatton Canyon Sewer Replacement Project constructed in FY20/21. The existing professional services contract amount for initial restoration work, plus ongoing maintenance and monitoring over the past 4 years is \$125,848. Adding this amendment for one more year of revegetation maintenance and monitoring will increase the total contracted amount for revegetation maintenance and monitoring to \$155,848.

DISCUSSION

The construction of the Hatton Canyon Sewer Replacement Project was permitted through the Army Corps of Engineers and Regional Water Quality Control Board due to proximity of construction to an ephemeral creek. Revegetation of disturbed areas was a condition of approval for regulatory permitting and included maintenance, monitoring and reporting for the revegetated areas for a total of 5 years. The current proposal for \$30,000 will close out the 5 years of work required by the construction permit.

FUNDING

The FY24/25 Collections Budget includes \$240,000 for Consulting Fees (Account 5500.005).

Attachment: Proposal Letter – Denise Duffy & Associates, Inc.



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

June 6, 2023

Patrick Treanor
Principal Engineer
Carmel Area Wastewater District

***Subject:* Hatton Canyon Sewer Repair Project
FY 24-25 Maintenance, Monitoring, & Reporting Proposal**

Thank you for giving Denise Duffy & Associates, Inc. (DD&A) the opportunity to provide environmental services for the Hatton Canyon Sewer Repair Project. Attached please find a scope-of-work and budget for maintenance, monitoring, and reporting during the 2024-2025 fiscal year.

We look forward to performing this work for you.

Sincerely,

Josh Harwayne, Senior Project Manager
DENISE DUFFY & ASSOCIATES, INC.

Hatton Canyon Sewer Repair Project- Scope of Work

Fiscal Year 2024-2025 Maintenance, Monitoring, & Reporting

Task 1 - Maintenance of Revegetation Areas

Maintenance of revegetation areas shall take two forms: first annual maintenance including invasive plant removal (weeding) and second, weeding and/or replanting that may be applied as indicated by the monitoring and adaptive management protocols detailed in Section 8.0 and 10 of the Revegetation Plan. Control of invasive weeds will be achieved by hand clearing between individual installed planting. The specific timing of weed control events will be determined by the Project Monitor.

Task 2 - Post Restoration Monitoring and Reporting

The Project Monitor will perform periodic inspections of the revegetation areas and perform an annual inspection during the month of June 2025. A monitoring report will be submitted to the Project Proponent subsequent to the annual monitoring visit (within 30 days).

Task 3 - Watering of Mitigation Plantings

Watering includes six events to occur July through June 2025. During each event, water will be provided to each plant within the mitigation areas. Watering will be coordinated by the Project Monitor.

Budget

The budget for the scope described above is not-to-exceed \$30,000.



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

2024 SCHEDULE OF RATES

Principal	\$265.00
Senior Compliance Manager/Engineering Specialist	\$225.00
Principal Planner	\$200.00
Senior Project Manager	\$192.00
Senior Botanist	\$178.00
Senior Planner/Scientist II	\$176.00
Project Manager	\$167.00
Senior Planner/Scientist	\$156.00
Assistant Project Manager	\$140.00
Environmental Biologist	\$135.00
Associate Planner/Scientist II	\$134.00
Associate Planner/Scientist I	\$128.00
Assistant Planner/Scientist II	\$120.00
Assistant Planner/Scientist I	\$116.00
GIS/Computer Specialist	\$122.00
Administrative Manager	\$ 98.00
Database/Designer/Graphics	\$ 85.00
Planning Technician	\$ 85.00
Field Technician	\$ 80.00
Production Editor	\$ 80.00
Administrative Assistant	\$ 78.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 15%. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

The above rates are effective through 6/30/25 and may be adjusted thereafter.

RESOLUTION NO. 2024-60

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$30,000 FOR REVEGETATION MAINTENANCE, MONITORING, & REPORTING FOR THE HATTON CANYON SEWER REPLACEMENT PROJECT (PROJECT #18-17)

-oOo-

WHEREAS, Denise Duffy & Associates has been providing professional environmental services for revegetation of areas disturbed by construction of the Hatton Canyon Sewer Replacement Project constructed in FY20/21; and

WHEREAS, the revegetation work was required to span over the course of 5-years per regulatory construction permits; and

WHEREAS, one final year of revegetation maintenance, monitoring and reporting is required to meet the permit criteria;

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 \$30,000, with Denise Duffy & Associates for revegetation work associated with the Hatton Canyon Sewer Replacement Project; bringing the total contracted amount for this work to \$155,848.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

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

Ken White, President of the Board

ATTEST:

Domine Barringer, Secretary of the Board

STAFF REPORT



To: Board of Directors

From: Patrick Treanor, District Engineer

Date: October 31st, 2024

Subject: Project #21-05 - Contract Amendment for Engineering Services for Pescadero and Carmel Woods Sewer Main Replacement Project - MNS \$263,992

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to execute a Contract Amendment with MNS Engineers, Inc. to add additional sewer replacement design for a not to exceed price of \$263,992 for the Pescadero Sewer Main Replacement Project to add Carmel Woods area to the project. The existing engineering services contract for sewer improvements on Pescadero Rd sewer is \$546,283, and adding this amendment to include the Carmel Woods area will increase the MNS Engineers contract total to \$810,275.

DISCUSSION

District Staff are recommending making sewer replacement projects size in the range of at least 2 miles for an individual project to take advantage of economies of scale. The current Pescadero Road Sewer Main Replacement Project would replace only 0.5 miles of sewer (11 engineering design drawings). The adjacent Carmel Woods neighborhood sewers are also listed in the Collections System Capital Improvement Plan (CIP) to be completed in the next 5-years. The Carmel Woods Project would replace 2.3 miles of sewer (37 engineering design drawings). Combining the Pescadero Road project with the Carmel Woods project would result in a 2.8 mile sewer replacement project and would save the District time and money through economies of scale.

FUNDING

The CAWD Collections Department Capital Budget includes \$500,000 in FY2024/25 for the Pescadero Road Sewer Project (total project CIP budget \$3.6M). The CAWD Collections Department Capital Budget includes \$759,288 in FY2027/28 for the Carmel Woods Sewer Project (total project CIP budget \$4.6M). There are sufficient funds in Capital Reserve to accelerate the Carmel Woods project forward in the CIP schedule.

Attachment:

1. Proposal – MNS Engineers, Inc.

September 27, 2024

Carmel Area Wastewater District
Attention: Mr. Patrick Treanor, P.E.
3945 Rio Road
Carmel-By-The-Sea CA 93923

SUBJECT: Pescadero Road Sewer Main Replacement Project – Amendment No. 3 – Scope Change & Additional Work

Dear Mr. Treanor,

Thank you for the opportunity to submit this amendment request for the Pescadero Road Sewer Main Replacement Project (Project) for the Carmel Area Wastewater District (District). Over several months of planning and refining the Project, modifications to the scope of the Project, as requested by the District, necessitate amending MNS' scope of work.

Project Understanding

MNS is currently developing design documents for the replacement and relocation of approximately 2,400 linear feet (LF) of existing gravity sewer main in the vicinity of Pescadero Road. Following submittal of the 60% designs for the Project, a revised approach was developed which will reduce risks associated with pumped lateral connections and expands the Project area to include repair and replacement additional sewer main segments.

For the pipeline segments associated with the original scope of work, downslope of Pescadero Road, it has been determined that the existing main will be abandoned between manhole N601 and manhole N602 and the remaining segments of 6-inch sewer main in Pescadero Canyon from manhole N602 to manhole N609 will be slip lined with a continuous 4-inch diameter high-density polyethylene (HDPE) pipe to allow the main to remain in service and minimize the potential for future spills. Sealed cleanout risers will be provided within each manhole for maintenance purposes and access. The existing laterals will be connected directly to the new 4-inch HDPE pipe.

As a part of the updated design effort, MNS will revise the Project's Preliminary Engineering Report (PER) to include the current approach, including slip lining the existing main to remain in service.

Additionally, MNS will include the additional design elements related to this new approach of slip lining the existing sewer main to the Project contract documents.

In addition to the scope update to the existing Pescadero Road Sewer Main Replacement Project, approximately 14,850 LF of gravity sewer main in the Carmel Woods area, just north of the existing Project location, will be added to the Project. The additional sewer mains will be incorporated into the design documents and the environmental document. Table 1 below lists the pipe segments added to the Project scope:

MNS DETAILS

LEGAL NAME

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE201 N. Calle Cesar Chavez,
Suite 300

Santa Barbara, CA 93103

805.692.6921 Office/Fax

mnsengineers.com**LOCAL OFFICE**

811 El Capitan Way, Suite 130

San Luis Obispo, CA 93401

(805) 692-6921

**PROJECT CONTACT/
AUTHORIZED SIGNATURE**

Nick Panofsky, PE

Vice President – Water
Resources

(805) 592-2074

Npanofsky@MNSengineers.com

Table 1: Additional Pipe Segments Added to Scope of Work

Road	US MH	DS MH	Length
San Juan Road	M602	M781	272.7
Pescadero Road	M604	M605	115.31
Pescadero Road	M605	M606	122.29
Pescadero Road	M606	M607	160.74
Pescadero Road	M607	M609	116.6
Pescadero Road	M609	M610	54.8
Pescadero Road	M611	N639	228.4
San Juan Road	M700	M602	147.97
San Juan Road	M701	M700	138
San Juan Road	M702	M701	168.95
San Marcus Road	M703	M701	261.46
San Juan Road	M704	M782	219.02
Pescadero Road	M705	M706	287.89
Pescadero Road	M706	M782	115.24
San Marcus Road	M707	M708	53.31
San Marcus Road	M708	M710	101.18
San Marcus Road	M709	M708	30.59
San Marcus Road	M710	M711	487.85
Pescadero Road	M711	M706	138.5
San Juan Road	M712	M713	155.54
San Juan Road	M713	M714	168.46
San Juan Road	M714	M715	259.35
San Juan Road	M715	M716	142.72
San Juan Road	M716	M718	219.56
Portola Road	M717	M718	335.19
Portola Road	M718	M724	170.83
San Pedro Lane	M719	M720	121.9
San Pedro Lane	M720	M721	350.22
San Luis Avenue	M721	M723	169.33
San Juan Road	M722	M723	85.93
San Luis Avenue	M723	M716	307.71
Portola Road	M724	M725	168.2
Portola Road	M725	M726	162.8
Portola Road	M726	M748	362.38
San Pedro Lane	M727	M728	308.99
San Pedro Lane	M728	M729	360.44
San Mateo Ave	M729	M731	363.29

Road	US MH	DS MH	Length
San Mateo Ave	M730	M731	168.6
San Mateo Ave	M731	M734	224.45
San Luis Avenue	M732	M733	233.93
San Luis Avenue	M733	M734	143.07
San Luis Avenue	M734	M736	94.26
San Luis Avenue	M735	M779	344.39
San Lucas Road	M736	M726	404.72
San Luis Avenue	M737	M775	210.56
San Luis Avenue	M739	M740	286.02
San Luis Avenue	M740	M765	371.02
San Luis Avenue	M741	M740	265.86
Camino Del Monte	M742	M746	435.15
Camino del Monte	M744	M785	110.77
Camino Del Monte	M744	M765	85.51
Camino Del Monte	M749	M711	210.2
Camino Del Monte	M750	M749	210.52
Camino Del Monte	M765	M742	54.48
San Luis Avenue	M767	M780	79.81
San Luis Avenue	M768	M767	91.47
Portola Road	M769	M725	139.53
San Luis Avenue	M770	M733	195.91
Camino Del Monte	M771	M772	70.4
Camino Del Monte	M772	M747	198.8
Camino Del Monte	M772	M773	186
Camino Del Monte	M775	M784	210.52
San Luis Avenue	M777	M784	102.25
San Luis Avenue	M779	M780	287.98
San Juan Road	M781	M704	248.17
Pescadero Road	M782	M607	239.17
San Luis Avenue	M784	M740	351.7
San Juan Road	M790	M723	64.41
San Juan Road	M791	M781	109.21
San Juan Road	M792	M791	120.07
San Juan Road	M793	M791	154.17
Pescadero Road	N601	M616	310.1
Pescadero Road	N637	N639	193.54
Pescadero Road	N639	M615	202.1

The sewers in the Carmel Woods area will be replaced using pipe bursting where feasible. Cured in Place Pipe (CIPP) lining, and open trench replacement will also be considered where applicable based on existing conditions. The gravity sewer mains in the public right-of-way (ROW) will be upsized from 6-inch to 8-inch diameter pipe. Gravity sewers included in the scope of work, but outside of the public ROW, will be removed and replaced with 6-inch HDPE. In addition to the sewer main replacements, each existing manhole in the Project area constructed of brick will be replaced with new polymer concrete manholes.

Due to the reduced Project risks associated with eliminating pumped laterals from the Project, the scope of environmental compliance document can be modified to reduce effort. MNS's subconsultant, Denise Duffy and Associates (DD&A), has recommended an Initial Study/Mitigated Negative Declaration (IS/MND) as the most appropriate level of environmental document to comply with the California Environmental Quality Act (CEQA) with this new approach. DD&A has updated their scope of work and approach for environmental services from developing an Environmental Impact Report (EIR) to an IS/MND for the Project.

For development of the IS/MND, some supporting documents that were previously included in DD&A's scope were eliminated. The documents that will be completed as part of the IS/MND include:

- Updated Draft and Final Project Description
- Administrative Draft Technical Studies:
 - Air Quality and Greenhouse Gas Emissions Analysis
 - Updated Biological Resources Report
 - Cultural and Tribal Resources Study (including AB 52 consultation)
 - Noise assessment
 - Odor Analysis
- Draft and Final IS/MND (including the Administrative Draft and Public Review Draft)
- Draft and Final Mitigation Monitoring and Reporting Program (MMRP)

DD&A's items no longer included in the scope:

- Draft and Final Notice of Preparation
- Draft and Final EIR

Updates to the contract documents will be made based on the findings and requirements of the IS/MND. No additional geotechnical engineering work has been requested by the District for the expanded Project area.

Scope of Work

Due to the changes in the scope of the Project, modifications to the project management, preliminary design, detailed design, and environmental permitting support tasks will be required. MNS proposes to facilitate additional support services under Tasks 1, 2, 7, and 10, described as follows.

Task 1 – Project Management, QA/QC, and Meetings

This task includes Project Management, QA/QC, and meetings associated with the Project.

1.1 – Project Management

The Project Manager, Nick Panofsky, PE, will continue to provide ongoing coordination of the Project team including the District, subconsultants, and the internal project team during design of the Project. He will also monitor the budget and serve as the main point of contact with the District during Project development.

The MNS Project Manager will be responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of the District.

1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to the District. Documents will be reviewed to ensure technical excellence, the goals and expectations of the District are being met, and conformance with applicable design checklists and standards. For the Project, all deliverables and other items requiring quality control reviews will be reviewed by Tyler Hunt, PE, Principal Engineer.

Task 2 – Update Preliminary Engineering Report

MNS will revise and update the Final PER based on the revised Project approach, comments from the District, current District standards, and changes in the anticipated Project approach for the existing Pescadero Road Sewer Project area. The Carmel Woods addition will not be included in the PER.

The PER will be submitted as a Final Draft, for District review. Following receipt of District comments, the PER will be revised to Final. The Final PER will be stamped and signed by a licensed civil engineer, registered in California.

Deliverables:

- Revised Draft and Final PER

Task 3 – Survey and Utility Research

Subtask 3.1 – Topographic and Boundary Survey

MNS will perform field surveying and mapping in support of the design improvements located along Pescadero Rd, Camino Del Monte and neighboring streets to the north of Camino Del Norte (Approx. 10,000 LF) as described in the Project Understanding Section of this amendment request. MNS will establish control on the NAD83, Epoch 2017.50 horizontal datum and NAVD88 vertical datum based on ties to CORS/CGPS stations. The mapping will extend 5' outside of paved areas of the proposed mapping limits. The survey mapping will include the following items:

- Roadway cross sections at a minimum of 50' intervals to supplement existing LiDAR data
- Hardscape, driveways, walls, fences, and trees (6" in diam and above)
- Observable utilities (does not include underground utilities)
- Locations and dips of existing sewer/storm drain manholes (60 structure estimate)
- Locations and dips of existing sewer structures/cleanouts in private property (15 structure estimate)

MNS will prepare a base map in AutoCAD at a scale of 1" = 20' with 1' contour intervals. A record right of way boundary will be prepared based on a best fit solution to found monuments. Initial research has shown that little to no monumentation exists within the Project limits. This scope of work does not include topographic mapping in private property, easement retracement or preliminary title report acquisition. Retracement of existing easement deeds/documents will be billed on a T&M basis as scope of work is unclear at this time.

Subtask 3.2 Utility Research

MNS will contact utility agencies with below-grade facilities in the expanded Project areas to obtain atlas maps and other available information regarding the type, size, location, material, and depth of existing utilities. We have budgeted \$400 in reimbursable

expenses to cover the costs of fees associated with these requests. Utility information obtained will be incorporated into the Project base map.

Task 5 – Detailed Design

MNS will develop additional design details to slip line the existing sewer main based on conversations with the District. The design for the sewer rehabilitation requires preparation of two additional plan sheets showing the plan and profile of the existing sewer to be lined and associated design details and specifications. The work will be incorporated into the current plan set, which will be resubmitted at the 60% complete design stage. Future design deliverables will be submitted in accordance with our original proposal incorporating the additional design.

MNS will provide additional design for replacement or rehabilitation of sewer mains in the Carmel Woods area. The design for the sewer rehabilitation requires preparation of thirty-five (35) additional sewer plan & profile sheets at scale 1" = 20' and associated design details and specifications. The work will be incorporated into the current plan set, which will be resubmitted at the 60% complete design stage. Future design deliverables will be submitted in accordance with our original proposal incorporating the additional design.

Subtask 5.6 Caltrans Encroachment Permitting Support

MNS will support the Project to obtain an encroachment permit from the California Department of Transportation (Caltrans), for the removal and replacement of a 6-inch gravity sewer with 8-inch diameter pipe along Highway 1. No work within the Caltrans ROW is anticipated, however, an encroachment permit is required due to traffic impacts during construction within Caltrans ROW. MNS will prepare the TR-0100 form and attach the required supporting documents including Location Map and Traffic Control Plans and submit them to Caltrans District 5 Encroachment Permits Office for processing.

MNS will assist the District to prepare a letter of authorization and encroachment permit application. We assume the District will pay fees associated with the permit application. MNS will review and address comments received from the Caltrans District 5 Permit Department and update the application package as necessary. We have budgeted for two rounds of review with Caltrans.

Task 7 – Environmental Permitting Support

MNS subconsultant, DD&A, will continue to provide environmental permitting and environmental support for the Project. A detailed amendment request for DD&A's services is provided as an attachment, and includes project management, public outreach and coordination required by CEQA procedures, technical studies, and preparation of an IS/MND. MNS will support and coordinate DD&A's work.

Deliverables:

- Draft and Final Project Description
- Administrative Draft Technical Studies
- Draft and Final IS/MND
- Draft and Final MMRP

Task 10 – Pipeline Condition Assessment Technical Memorandum

MNS will perform a condition assessment on the pipe segments included in the Carmel Woods workplan based on CCTV videos provided by the District. The condition of the pipe segments will be reviewed by MNS staff. The results of the condition assessment

will be summarized in a brief technical memorandum (TM). For each added segment, site constraints and pipe conditions impacting the selection of replacement or rehabilitation method will be documented in tabular format, along with a recommended replacement or rehabilitation methodology.

The TM will be submitted as a draft for District comment. After receiving comments from the District, the TM will be finalized. The Final TM will be stamped and signed by a licensed civil engineer, registered in California.

Compensation

Table 2 provides a summary of the remaining budget by task as of August 31, 2024, and requested budgets to complete the overall scope of work for the Project. A breakdown of fees requested to complete the Project is included as an attachment. MNS requests an amendment to our contract in the amount of **\$263,992** to cover the additional costs of these services, and to reallocate remaining budgets as shown in Table 2. All fees to complete the scope of work are in accordance with the MNS 2024 Standard Fee Schedule.

Table 2: Fee Table

Task Description	Total Task Budget	Budget Billed as of August 31, 2024	Requested Budget	Requested Fee Amendment
1 - Project Management				
1.1 Project Management			\$7,320	
1.2 QA/QC			\$6,100	
1.3 Design meetings (4+8)			\$12,960	
Task 1 Subtotal	\$25,530	\$6,131.25	\$26,380	\$6,981
2 – PER				
2.1 Revised PER			\$6,630	
Task 2 Subtotal	\$14,418	\$7,823.75	\$6,630	\$36
3 – Survey and Utility Research				
3.1 Topographic and Boundary Survey			\$79,400	
3.2 Utility Research			\$6,050	
Task 3 Subtotal	\$20,965	\$26,264.93	\$85,450	\$90,750
4 – Geotechnical Investigation				
4.1 Geotechnical Investigation			\$0	
Task 4 Subtotal	\$23,040	\$22,541.97	\$0	-\$498
5 – Detailed Design				
5.1 60% Design			\$108,320	
5.2 90% Design			\$79,520	
5.3 Constructability Review			\$2,930	
5.4 100% Design			\$33,180	
5.5 Final Design			\$12,780	
5.6 Caltrans Encroachment Permit			\$27,760	
Task 5 Subtotal	\$56,735	\$54,888.75	\$264,490	\$262,644
6 – Public Outreach Support				
6.1 Public Outreach Support			\$0	

Task Description	Total Task Budget	Budget Billed as of August 31, 2024	Requested Budget	Requested Fee Amendment
Task 6 Subtotal	\$23,464	\$0	\$0	-\$23,464
7 – Environmental Permitting Support				
7.1 Environmental Permitting Support			\$203,845	
Task 7 Subtotal	\$294,052	\$37,552.76	\$203,845	-52,654
8 – Additional As-Needed Services				
8.1 Additional As-Needed Services			\$0	
Task 8 Subtotal	\$43,600	\$19,775.00	\$0	-\$23,825
9 – Potholing				
9.1 Utility Locating			\$0	
9.2 Design Revisions			\$0	
Task 9 Subtotal	\$44,478	\$41,890.00	\$0	-\$2,588
10 – Pipeline Condition Assessment Technical Memorandum				
10.1 Pipeline Condition Assessment Technical Memorandum			\$6,610	
Task 10 Subtotal			\$6,610	\$6,610
TOTAL	\$546,283	\$216,868.41	\$593,405	\$263,992

Closing

Thank you for the opportunity to submit this amendment proposal. We are excited and look forward to continuing to work with the District. Please feel free to contact me with any questions you may have at 805.592.2074 or npanofsky@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.



Nick Panofsky, PE
Vice President – Water Resources

Attachments: MNS 2024 Rate Schedule, Detailed Fee Estimate, DD&A Proposal



2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager	275
Assistant Project/Program Manager	255
Senior Project Coordinator	195
Project Coordinator	165

ENGINEERING

Principal Engineer	\$305
Lead Engineer	270
Supervising Engineer	255
Senior Project Engineer	235
Project Engineer.....	210
Associate Engineer	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor	\$280
Lead Surveyor	270
Supervising Surveyor	230
Senior Project Surveyor	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor	160
Party Chief (PW).....	190
Chainperson (PW)	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician	180
Senior Technician.....	170
Engineering Technician	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$335
Senior Construction Manager.....	290
Senior Resident Engineer.....	280
Resident Engineer	270
Structure Representative.....	260
Construction Manager	230
Assistant Resident Engineer.....	215
Sr. Construction Inspector (PW)	198
Construction Inspector (PW)	188
Office Administrator.....	135

PLANNING

Planning Director	\$235
City Planner/Planning Manager	220
Principal Planner	205
Senior Planner	190
Associate Planner	160
Assistant Planner	135
Planning Technician	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer	\$265
Deputy City Engineer	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector	175
Senior City Inspector (PW)	198
City Inspector (PW)	188
Principal Stormwater Specialist	190
Senior Stormwater Specialist.....	180
Stormwater Specialist.....	170
Stormwater Technician	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector	175
Senior Grant Writer.....	190
Grant Writer	180
Associate Grant Writer	160
Assistant Grant Writer	145

Carmel Area Wastewater District
Pescadero Sewer Replacement Project - Amendment No. 3



		PM		ENGINEERING					SURVEYING				DESIGN	Total Resource Hours	Total Hours*Rates	SUBCONSULTANTS			Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total								
		Principal Engineer - NP	Principal Engineer - TNH	Senior Project Engineer - JD	Senior Traffic Project Engineer	Associate Traffic Engineer	Associate Engineer - EC	Engineering Technician	Principal Surveyor - SS	Assistente Project Surveyor	Party Chief	Chain Person	Senior Construction Manager			DD&A Consultants	Total Subconsultant Costs	Reimbursable Expenses					MNS Engineers	Reimbursable Expense Costs						
	2024 Rate	\$305	\$305	\$235	\$235	\$190	\$190	\$130	\$280	\$160	\$190	\$160	\$290																	
1 – Project Management, QA/QC, and Meetings		Task 1													Task 1		Task 1		Task 1		Task 1		Task 1		Task 1		Task 1		Task 1	
1.1 Project Management	Task 1.1	24												24	\$7,320	Task 1.1	\$0	\$0	Task 1.1	\$0	\$0	Task 1.1	\$7,320	\$0	\$7,320	Task 1.1	\$7,320	\$0	\$7,320	
1.2 QA/QC	Task 1.2		20											20	\$6,100	Task 1.2	\$0	\$0	Task 1.2	\$0	\$0	Task 1.2	\$6,100	\$0	\$6,100	Task 1.2	\$6,100	\$0	\$6,100	
1.3 Design Meetings (4+8)	Task 1.3	24		24										48	\$12,960	Task 1.3	\$0	\$0	Task 1.3	\$0	\$0	Task 1.3	\$12,960	\$0	\$12,960	Task 1.3	\$12,960	\$0	\$12,960	
Task 1 Subtotal		48	20	24	0	0	0	0	0	0	0	0	0	92	\$26,380		\$0	\$0	Task 1 Subtotal			\$26,380		\$26,380		\$26,380		\$26,380		
2 – Preliminary Engineering Report		Task 2													Task 2		Task 2		Task 2		Task 2		Task 2		Task 2		Task 2		Task 2	
2.1 Revised Preliminary Engineering Report	Task 2.1	6		16				8						30	\$6,630	Task 2.1	\$0	\$0	Task 2.1	\$0	\$0	Task 2.1	\$6,630	\$0	\$6,630	Task 2.1	\$6,630	\$0	\$6,630	
Task 2 Subtotal		6	0	16	0	0	0	8	0	0	0	0	0	30	\$6,630		\$0	\$0	Task 2 Subtotal			\$6,630		\$6,630		\$6,630		\$6,630		
3 – Survey and Utility Research		Task 3													Task 3		Task 3		Task 3		Task 3		Task 3		Task 3		Task 3		Task 3	
3.1 Topographic and Boundary Survey	Task 3.1								40	120	140	140		440	\$79,400	Task 3.1	\$0	\$0	Task 3.1	\$0	\$0	Task 3.1	\$79,400	\$0	\$79,400	Task 3.1	\$79,400	\$0	\$79,400	
3.2 Utility Research	Task 3.2	2		6			20							28	\$5,820	Task 3.2	\$0	\$0	Task 3.2	\$200	\$200	Task 3.2	\$5,820	\$230	\$6,050	Task 3.2	\$5,820	\$230	\$6,050	
Task 3 Subtotal		2	0	6	0	0	20	0	40	120	140	140	0	468	\$85,220		\$0	\$0	Task 4 Subtotal			\$85,450		\$85,450		\$85,450		\$85,450		
5 - Detailed Design		Task 5													Task 5		Task 5		Task 5		Task 5		Task 5		Task 5		Task 5		Task 5	
5.1 60% Design	Task 5.1	24		200			120	240						584	\$108,320	Task 5.1	\$0	\$0	Task 5.1	\$0	\$0	Task 5.1	\$108,320	\$0	\$108,320	Task 5.1	\$108,320	\$0	\$108,320	
5.2 90% Design	Task 5.2	24		160			100	120						404	\$79,520	Task 5.2	\$0	\$0	Task 5.2	\$0	\$0	Task 5.2	\$79,520	\$0	\$79,520	Task 5.2	\$79,520	\$0	\$79,520	
5.3 Constructibility Review	Task 5.3	2											8	10	\$2,930	Task 5.3	\$0	\$0	Task 5.3	\$0	\$0	Task 5.3	\$2,930	\$0	\$2,930	Task 5.3	\$2,930	\$0	\$2,930	
5.4 100% Design	Task 5.4	16		60			20	80						176	\$33,180	Task 5.4	\$0	\$0	Task 5.4	\$0	\$0	Task 5.4	\$33,180	\$0	\$33,180	Task 5.4	\$33,180	\$0	\$33,180	
5.5 Final Design	Task 5.5	8		20			16	20						64	\$12,780	Task 5.5	\$0	\$0	Task 5.5	\$0	\$0	Task 5.5	\$12,780	\$0	\$12,780	Task 5.5	\$12,780	\$0	\$12,780	
5.6 Caltrans Encroachment Permitting Support	Task 5.6	8		8	48	64								128	\$27,760	Task 5.6	\$0	\$0	Task 5.6	\$0	\$0	Task 5.6	\$27,760	\$0	\$27,760	Task 5.6	\$27,760	\$0	\$27,760	
Task 5 Subtotal		82	0	448	48	64	256	460	0	0	0	0	8	1366	\$264,490		\$0	\$0	Task 5 Subtotal			\$264,490		\$264,490		\$264,490		\$264,490		
7 - Environmental Permitting Support		Task 7													Task 7		Task 7		Task 7		Task 7		Task 7		Task 7		Task 7		Task 7	
7.1 Environmental Permitting Support	Task 7.1	20		16										36	\$9,860	Task 7.1	\$168,683	\$168,683	Task 7.1	\$0	\$0	Task 7.1	\$9,860	\$193,985	\$203,845	Task 7.1	\$9,860	\$193,985	\$203,845	
Task 7 Subtotal		20	0	16	0	0	0	0	0	0	0	0	0	36	9,860		\$168,683	\$168,683	Task 9 Subtotal			\$203,845		\$203,845		\$203,845		\$203,845		
10 - Pipeline Condition Assessment Technical Memorandum		Task 10													Task 10		Task 10		Task 10		Task 10		Task 10		Task 10		Task 10		Task 10	
10.1 Technical Memorandum	Task 10.1	4		10			16							30	\$6,610	Task 10.1	\$0	\$0	Task 10.1	\$0	\$0	Task 10.1	\$6,610	\$0	\$6,610	Task 10.1	\$6,610	\$0	\$6,610	
Task 10 Subtotal		4	0	10	0	0	16	0	0	0	0	0	0	36	\$6,610		\$0	\$0	Task 10 Subtotal			\$6,610		\$6,610		\$6,610		\$6,610		
Sub-Total		Hours	162	20	520	48	64	292	468	40	120	140	140	8		2,028	\$399,190	Sub-Total	\$168,683	\$168,683	Sub-Total	\$200	\$200	Grand Total	\$399,190	\$194,215	\$593,405			
Sub-Total		Cost	\$49,410	\$6,100	\$122,200	\$11,280	\$12,160	\$55,480	\$60,840	\$11,200	\$19,200	\$26,600	\$22,400	\$2,320		2,028	\$399,190		\$168,683	\$168,683	Sub-Total	\$200	\$200	Grand Total	\$399,190	\$194,215	\$593,405			



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

September 16, 2024

Nick Panofsky, PE
Principal Engineer/Business Unit Lead
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103#

RE: *Revised Scope of Work to Provide Environmental Services for the Pescadero Road Sewer Replacement Project*

Dear Nick,

At the request of the Carmel Area Wastewater District (CAWD) and as a subconsultant to MNS Engineers, Inc. (MNS), Denise Duffy & Associates, Inc. (DD&A) is pleased to submit this revised scope of work to provide environmental services for the Pescadero Road Sewer Replacement Project (proposed project).

It is anticipated that revisions to the project description will reduce potentially significant environmental impacts. Therefore, in consultation with MNS and CAWD, it has been determined that an Initial Study/Mitigated Negative Declaration (IS/MND), rather than an Environmental Impact Report (EIR) as previously scoped, is the appropriate level of documentation required to comply with the California Environmental Quality Act (CEQA). In addition, the proposed project area has increased and includes approximately 15,000 additional linear feet of pipe. The following proposal identifies the tasks required to complete the IS/MND process for the proposed project.

SCOPE OF WORK

Task 1. Public Outreach

Public outreach and early coordination with interested parties will be an important part of achieving the goals and objectives of the project. In coordination with the project team, DD&A will coordinate with the project team to update the mailing/email list of stakeholders. This contact database will be used and updated, as needed, throughout the duration of the project. DD&A will prepare a Public Participation Plan (PPP) to outline a process to solicit public input regarding the proposed project. DD&A will prepare a draft PPP, which will contain a detailed description of project milestones and information predicted to be relevant in responding to adjacent landowner concerns and questions. The PPP will identify outreach strategies for the key stakeholders. It will outline the public outreach methods that may be considered, including potential meeting types (i.e., site visits/field visits, workshops, small group, one-on-one), periodic project updates for the public, and a project website. It will also include outreach methods for low-income and minority populations, including multi-lingual noticing and translators at public meetings. DD&A will submit a Draft PPP for review and comment. Upon receipt of comments, DD&A will revise accordingly and finalize the plan. This scope of work assumes participation in two (2) community meetings (i.e., the community meetings identified in **Task 3** and **Task 7**).

This scope of work assumes CAWD will facilitate the meetings and DD&A will provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the project team, as determined necessary, for review and comment prior to public meeting distribution. DD&A will engage with stakeholders on an on-

going basis as needed to respond to questions/comments and solicitations for information relative to the proposed project.

The scale and schedule for this process is unknown at this time. DD&A assumes 94 staff hours for this effort. If additional time is required to meet the goals and objectives of this task, a contract amendment may be necessary.

Deliverable(s): Draft Contact Database, Draft and Final Public Participation Plan, Draft and Final Meeting Materials

Task 2. Draft and Final Project Description

DD&A will prepare a Draft Project Description defining all aspects of the project, including, but not limited to, project background, location, goals and objectives, planning and engineering details, limits of construction, affected properties and phasing (if any), construction schedule and equipment, graphics to illustrate the project plans, and anticipated permitting and approval actions. This scope of work assumes site plans and drawings will be provided by the project team. DD&A will submit a Draft Project Description electronically to the project team for review and comment. Based on comments received, DD&A will finalize the Project Description for inclusion in the IS/MND and technical studies. This scope of work assumes one round of comments on the Draft Project Description.

Deliverable(s): Draft and Final Project Description

Task 3. Participate in Community Scoping Meeting

Although not required for the IS/MND process, CAWD will hold a community scoping meeting to provide an overview of the proposed project and solicit public comments on the scope of the environmental analysis. DD&A will attend and participate in one (1) community scoping meeting. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, comment cards, and other materials that may be required. DD&A will be responsible for providing a brief presentation on the nature of the scoping meeting and the general requirements of CEQA, including an overview of the environmental process and anticipated project impacts. All comments received at the scoping meeting will be used to determine the appropriate scope of environmental analysis contained in the IS/MND. This task assumes CAWD and MNS will be present at the scoping meeting to facilitate and participate in presenting information about the proposed project.

After the conclusion of the scoping meeting, a summary of the scoping meeting comments will be prepared by DD&A and provided to CAWD, MNS, and other members of the project team, as appropriate. The summary of comments will be presented in table format, listing the environmental topics and issues specified in each comment letter. Comments on technical issue areas would also be forwarded to the technical consultants for their analyses of identified environmental concerns.

Deliverable(s): Draft and Final Scoping Meeting Materials, Draft and Final Summary of Public Comments

Task 4. Early Coordination with Responsible and Interested Agencies

DD&A, in collaboration with the project team, will contact and coordinate with responsible and interested agencies, as determined necessary, to determine timeframes and requirements for obtaining the appropriate permits and approvals for the proposed project. Responsible and interested agencies are those that have knowledge of affected resources, jurisdiction over the project, or will be affected by the project. Early coordination ensures that potential environmental issues are adequately addressed as part of the

environmental review process. It is anticipated that DD&A and the project team will contact and/or meet with representatives of the following agencies:

- County of Monterey
- City of Carmel-by-the-Sea
- Pebble Beach Community Services District
- California Department of Fish and Wildlife (CDFW)
- U.S. Fish and Wildlife Service (USFWS)
- Regional Water Quality Control Board (RWQCB)
- U.S. Army Corps of Engineers (ACOE)
- Ohlone Costanoan Esselen Nation (OCEN) and other Native American Tribes (including AB 52 Tribal Consultation Notification)
- Monterey Bay Air Resources District (MBARD)
- Adjacent landowners

This scope of work includes the attendance of DD&A's Project Manager at four (4) agency/interested party meetings (virtual or in person). It is assumed that CAWD will be responsible for organizing the meetings and conference calls.

Deliverable(s): Draft and Final Meeting Materials

Task 5. Prepare Technical Studies

Based on our preliminary review of the proposed project, it is anticipated that the following technical studies will be required for the environmental analysis: air quality and greenhouse gas emissions analysis, odor analysis, biological resources study, cultural and tribal resources study (including AB 52 consultation), and noise assessment. DD&A will retain AMBIENT to prepare the Air Quality and Greenhouse Gas Emissions Impact Assessment and the Noise & Groundborne Vibration Impact Assessment and Albion to complete the cultural and tribal resources study and AB 52 consultation. DD&A's NRD will conduct the biological resources study. V&A Consulting Engineers, Inc. (V&A) will be retained for the odor analysis. It is anticipated that the scope of these studies will include the following:

- **Air Quality and Greenhouse Gas (GHG) Emissions Analysis:** AMBIENT will describe regional air quality and local air quality in the vicinity of the project site. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.

Short-term construction and long-term operational emissions of criteria air pollutants and GHGs will be quantitatively assessed using the CalEEMod computer program. Emissions modeling will be conducted based on project-specific construction information to be provided. Construction emissions will be quantified based on project construction information (e.g., equipment use, schedules) to be provided. Operational emissions are anticipated to be negligible and will be qualitatively discussed. Localized air pollutant impacts, including odors, are anticipated to be negligible and will be qualitatively discussed. The preparation of health risk assessments and dispersion modeling are not anticipated to be required and are not included. An analysis of pump stations is not anticipated to be required for this project and is not included.

The significance of air quality impacts will be determined in comparison to applicable significance thresholds. Mitigation measures will be included for significant impacts. To the extent possible, the

effectiveness of proposed mitigation measures will be quantified and discussed. Consistency with applicable air quality and GHG plans will be discussed.

- **Update Biological Resources Report:** DD&A biologists will update the biological resources report for the preferred alignment at 60% design, including a site visit for the proposed additional 15,000 linear feet of pipe.
- **Cultural/Tribal Resources:** Albion will conduct a Phase I cultural resource inventory for the proposed project, which will include:
 - A review of existing archaeological records located at the Northwest Information Center at Sonoma State University (NWIC)
 - Pedestrian survey of the proposed project site
 - Recording of any archaeological resources found during the survey
 - A report of findings and recommendations for CAWD
 - AB 52 Tribal Consultation.

If the tribe(s) request consultation, DD&A and Albion will assist CAWD in the consultation process in accordance with the requirements of AB 52.

- **Noise and Groundborne Vibration:** The noise impact analysis provided by AMBIENT will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at nearby receptors (at given distances from the source) will be calculated. Long-term noise and groundborne vibration impacts are anticipated to be negligible and will be qualitatively discussed. An analysis of pump stations is not anticipated to be required for this project and is not included. Groundborne vibration levels associated with proposed development are anticipated to be predominantly associated with construction activities. Groundborne vibration levels commonly associated with construction equipment and associated significance thresholds for structural damage and human annoyance will be identified and discussed. The significance of noise and groundborne vibration impacts will be determined in comparison to applicable standards. Mitigation measures will be identified for potentially significant impacts. The effectiveness of proposed mitigation measures will be evaluated and discussed.

- **Odor Analysis:** V&A will evaluate odor conditions in the existing sewer, offer an opinion of potential odor impacts from the project, and assess mitigation alternatives for such impacts.

V&A staff will conduct a one-day site visit to observe the odor conditions along Pescadero Road. During the field investigation, samples will be collected to characterize the odor conditions at the upstream and downstream ends of the project sewer. Continuous hydrogen sulfide monitoring and differential pressure monitoring will be conducted for a period of one week to characterize the potential for odor emissions at the upstream and downstream locations. Additional samples will be collected at the end of the one-week monitoring period.

Current odor conditions and likely changes in odor impacts from the proposed project would be identified based on the results of the background review and field investigation. If the evaluation reveals a likelihood of odor impact, treatment alternatives (including liquid and vapor phase treatment) will be evaluated and design/performance criteria will be recommended to meet the odor control goals and provide budgetary equipment and life cycle costs. The summary of the results of the field investigation and odor control evaluation will be in the form of a Technical Memorandum (TM).

An administrative draft of each of the technical studies will be provided in electronic format with the submittal of the Administrative Draft IS/MND (**Task 6**).

Deliverable(s): Administrative Draft Technical Studies

Task 6. Preparation of Administrative Draft IS/MND

DD&A will prepare an Administrative Draft IS/MND for the project in accordance with CEQA requirements. The IS/MND will be prepared using a format similar to Appendix G of the CEQA Guidelines (2023). This scope of work assumes potentially significant impacts can be mitigated to a less-than-significant level and the preparation of an EIR would not be required. Thresholds of significance will be determined based on state, regional, or local criteria. The proposed IS/MND will contain the following sections:

- 1. Project Description:** Description of project background, location, elements, and objectives supplemented with graphics to illustrate the proposed improvements. This section will identify the characteristics of the project and construction details. Please refer to **Task 2**.
- 2. Environmental Setting, Impacts, Mitigation, and Completed CEQA Checklist:** For each environmental topic, the document will include a discussion of existing conditions and will identify potential environmental impacts. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA and State standards, and applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, and irreversible. The project impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level, where feasible.
- 3. Graphics:** Preparation of appropriate graphics and tables to present the environmental analysis.
- 4. References:** Identification of all sources and persons contacted during preparation of the document.

The IS/MND will address all issue areas identified in the most current version of the CEQA Environmental Checklist, including aesthetics, agricultural and forestry resources, air quality, biological resources, cultural/tribal resources, energy, geology/soils, greenhouse gas emissions, hazardous materials, land use/planning, mineral resources, population/housing, public services, recreation, transportation, utilities, and wildfire. However, it is anticipated that the proposed project will have no impact on agricultural and forestry resources, recreation, or wildfire hazards. The IS/MND will address all other CEQA-required sections, including mandatory findings of significance and references. For any issue areas where impacts will have no impact or result in beneficial impacts, a reasoned discussion for each topic will be provided for each conclusion.

DD&A will submit an electronic copy of the Administrative Draft IS/MND in Microsoft Word format to MNS and CAWD for review and comment. Comments and revisions on the Administrative Draft IS/MND

will be incorporated into a Screencheck Draft IS/MND and submitted to MNS and CAWD for review and comment prior to public distribution.

Deliverable(s): Administrative IS/MND and Screencheck Draft IS/MND

Task 7. Preparation of Public Review Draft IS/MND

DD&A will incorporate comments received on the Screencheck Draft IS/MND and will prepare the Public Review Draft IS, which will include the MND form to be signed by CAWD. DD&A will prepare the draft and final notices required for public circulation, including the Notice of Intent (NOI) for posting and distribution and the Notice of Completion (NOC) and Summary Form for the State Clearinghouse (SCH). The notices will be prepared using CAWD format and SCH requirements. DD&A will submit the draft notices to CAWD for review and comment and will finalize the notices accordingly.

DD&A will submit an electronic copy of the Public Review Draft IS/MND and required notices to CAWD. DD&A will produce one (1) hard copy of the Public Review Draft IS/MND to be available for public review at the CAWD Administration Office. DD&A will work with CAWD to upload the Public Review Draft IS/MND and notices to the State Clearinghouse's "CEQA Submit" system, in fulfillment of CEQA requirements for State-level review. DD&A will file the NOI with the Monterey County Clerk's Office on behalf of CAWD and post a NOI at the project site. This scope of work assumes that CAWD will be responsible for local posting and distribution, including publishing the notices in a local newspaper, by email, and/or on the District website. DD&A will assist CAWD with the preparation of the distribution list.

This task also includes attendance and participation in a community workshop to be held during the public review period for the purpose of providing an overview of the proposed project and describe the potential environmental impacts identified in the IS/MND. This task will include the preparation of presentation materials, including a PowerPoint presentation, agenda, and other materials that may be required. DD&A will be responsible for providing a brief presentation on the nature of the workshop and an overview of the IS/MND and potential environmental impacts. All comments received at the workshop will be included in the preparation of the Final IS/MND. This task assumes CAWD and MNS will be present at the workshop to facilitate and participate in presenting information about the proposed project.

Deliverable(s): Comments on Distribution List, Public Review Draft IS/MND and Draft and Final Notices in Word and PDF formats, Hard Copy of one Public Draft IS/MND (available at CAWD for public review), Draft and Final Workshop Materials, Draft and Final Summary of Public Comments

Task 8. Response to Public Comments and Preparation of Final IS/MND

Following the 30-day public review period, DD&A, in consultation with MNS and CAWD, will prepare written responses to any comments received on the Public Review Draft IS/MND. Written responses will be included in the Final IS/MND along with any necessary revisions to the document. This proposal assumes a set number of staff hours (as shown in the attached budget) to complete the responses to comments. Additional work effort to respond to comments in excess of that estimated in the budget would require a budget amendment. DD&A will submit an Administrative Draft Final IS/MND in electronic format to MNS and CAWD for review and comment. DD&A will incorporate comments and prepare and submit the Final IS/MND in electronic format to MNS and CAWD. DD&A will prepare and submit a draft and final Notice of Determination (NOD) to the CAWD, to be filed within five (5) business days of project approval.

Deliverable(s): Administrative Draft Final IS/MND, Final IS/MND in Word and PDF formats, and Draft and Final NOD

Task 9. Preparation of Mitigation Monitoring and Reporting Program

DD&A will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA (Section 21081.6). DD&A will follow applicable guidelines for form/content. A Draft MMRP will be submitted to MNS and CAWD for review and comment, prior to preparation of the Final MMRP.

Deliverable(s): Draft and Final MMRP

Task 10. Board Meeting and Additional Meeting Attendance

DD&A will attend the Board of Directors' (Board) meeting to consider the proposed project and IS/MND and be available to answer any questions related to the environmental analysis and review process. This scope of work assumes that CAWD will prepare all necessary items for the Board meeting.

DD&A is available to attend meetings upon request, including internal coordination calls. This scope assumes a maximum of two (2) monthly meetings, starting in November 2023 and lasting through December 2024, plus an additional two (2) technical meetings on topical issues. Any additional meetings will be billed on a T&M basis upon approval by CAWD.

Deliverable(s): Draft and Final Meeting Materials

SCHEDULE

DD&A estimates that the revised environmental analysis for the proposed project will require approximately six months to complete. The schedule will be updated upon authorization to proceed.

BUDGET

The revised budget for completion of the IS/MND for the proposed project based on the tasks described above would not exceed **\$168,683**. The budget would be billed on a fixed fee basis, as itemized on the attached spreadsheet.

We look forward to continuing to work with MNS and CAWD on the proposed project. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,



Erin Harwayne, AICP, Project Manager
DENISE DUFFY & ASSOCIATES, INC.
(831)373-4341x19
charwayne@ddaplanning.com

DD&A, Inc. Cost Breakdown

for

Pescadero Road Sewer Replacement Project IS/MND

Task		Principal	Principal Planner	Sr. Project Manager	Senior Scientist or Planner	Associate Scientist or Planner	Assistant Scientist or Planner	GIS/Computer Specialist	Administration and Editing	Hours Per Task	Subtotal	Cost Per Task
1	Public Outreach	2	8	32	4	20	8	12	8	94		13,688.00
2	Draft and Final Project Description	1	2	4	2	14	24	8	4	59		7,154.00
3	Participate in Community Scoping Meeting	1	4	4	2	6	10	4	4	35		4,594.00
4	Early Coordination with Responsible and Interested Agencies	1	4	10	6	12	20	4	4	61		8,084.00
5	Prepare Technical Studies											15,704.00
5a	Update Biological Resources Report (DD&A)		2	4	12	16	30	8	4	76	9,272.00	
5b	Review and Coordination		2	6	16		24			48	6,432.00	
6	Prepare Administrative Draft IS/MND	1	4	10	16	30	60	10	6	137		16,898.00
7	Prepare Public Review Draft IS/MND		2	6	8	16	24	6	10	72		8,604.00
8	Respond to Public Comments and Prepare Final IS/MND		2	6	12	14	24	2	6	66		8,202.00
9	Prepare Mitigation Monitoring and Reporting Program		1	2	1	4	8		1	17		2,123.00
10	Board Meeting and Additional Meeting Attendance		18	18		10	10	6	4	66		9,968.00
	Total Hours	6	49	102	79	142	242	60	51	731		
	Hourly Rate	\$252.00	\$190.00	\$182.00	\$148.00	\$121.00	\$108.00	\$115.00	\$73.00			
	Total Labor	\$ 1,512	\$ 9,310	\$ 18,564	\$ 11,692	\$ 17,182	\$ 26,136	\$ 6,900	\$ 3,723			\$ 95,019
Subconsultants:											\$	66,218
AMBIENT (Air Quality, Greenhouse Gas Emissions, and Noise Studies)											\$	12,600
Albion (Cultural Resources Report and AB 52 Compliance)											\$	26,451
V&A (Odor Analysis)											\$	27,167
Expenses:											\$	750
Reproduction											\$	200
Mileage (at current IRS mileage rate)											\$	150
Miscellaneous (communication, GIS/Trimble, postage, courier etc)											\$	400
Subtotal											\$	66,968
Administration Fee (10%)											\$	6,697
Total Budget											\$	168,683

RESOLUTION NO. 2024-61

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$263,992 FOR ADDITION OF THE CARMEL WOODS SEWER REHABILITATION WORK INTO THE EXISTING CONTRACT FOR PESCADERO ROAD SEWER (PROJECT #21-05)

-oOo-

WHEREAS, the District is seeking economies of scale in implementation of sewer rehabilitation capital improvement projects; and

WHEREAS, the original scope of design and environmental work with MNS Engineers, Inc. for the Pescadero Road Sewer Rehabilitation Project only included 0.5 miles of sewer; and

WHEREAS, preparation of plans for an additional 2.3 miles of sewer rehabilitation by MNS Engineers, Inc. will require additional budget be added to the existing contract;

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 \$263,992, with MNS Engineers Inc. to add Carmel Woods sewer improvements into the existing Pescadero project engineering and environmental scope of work; bringing the total contract amount to \$810,275.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

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

Ken White, President of the Board

ATTEST:

Domine Barringer, Board Clerk

STAFF REPORT



To: Board of Directors

From: Patrick Treanor, District Engineer

Date: October 31st, 2024

Subject: Lab Analyst Hiring to Maintain Minimum Staffing

RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager to hire an additional Lab Analyst to fill the position of an outgoing staff member who has verbally notified management that they plan to resign in early 2025 or sooner.

DISCUSSION

For background, the District currently authorizes the General Manager to hire two Lab Analysts and one Lab Supervisor. The lab must be staffed 7 days a week to meet permit sample collection requirements, so the three lab staff work split schedules to work 7 days a week.

At the current authorized staffing levels, the attrition of one Lab Analyst cuts the Lab Analyst staffing levels in half and total Lab staff by a third. It takes 3 to 6 months to hire new staff plus several additional months for new staff to be fully trained.

Unless special authorization is given, a new Lab Analyst cannot be hired until after a Lab Analyst leaves. In the case of the Lab, productivity is significantly impacted during the several months required to hire a new employee after a resignation. Recent experience has revealed that letting staffing levels drop below 3 people for several months creates issues in meeting basic levels of service for ongoing lab sampling and lab accreditation work. Therefore, it is prudent to be proactive in this case.

This matter was presented to the Salary & Benefits Committee on October 10, 2024 and received their approval to move before the full Board.

FUNDING

Hiring an additional Lab Analyst I staff member to allow overlap with lab staff who are planning to resign in the near future would have an additional cost to the District under salaries and benefits of not more than \$150,000 annually as a worst-case scenario.

RESOLUTION NO. 2024-62

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO HIRE AN ADDITIONAL LAB ANALYST PROACTIVELY TO MANAGE ATTRITION

-oOo-

WHEREAS, management staff have received verbal notice that a Lab Analyst I is intending to resign in early 2025; and

WHEREAS, being down one Lab Analyst for an extended period significantly impacts the Lab's ability to provide essential levels of service; and

WHEREAS, the Board of Directors recognizes that in special cases it is prudent to hire proactively;

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 proactively hire an additional Lab Analyst in advance of foreseeable resignation of existing staff.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

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

Ken White, President of the Board

ATTEST:

Domine Barringer, Board Clerk

STAFF REPORT



To: Board of Directors

From: Patrick Treanor, District Engineer

Date: October 31st, 2024

Subject: Project #18-29 - Contract Amendment for Inspection Services for
September Ranch Sewer Extension Project - MNS \$121,750

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to execute a Contract Amendment with MNS Engineers, Inc. to add additional sewer installation inspections for a not to exceed price of \$121,750 for the September Ranch Sewer Extension Project. The existing professional services contract for inspections for September Ranch is \$299,662, and adding this amendment will increase the MNS Engineers contract total to \$421,412.

DISCUSSION

The September Ranch Project (aka One Carmel Project) is a housing development project being installed by a private developer. All costs of the project are borne by the developer, including sewer installation inspections. The project started construction in 2023 and the developer has laid the majority of the gravity sewer pipe, which is about 2 miles of pipe. There are multiple sewer pump stations still remaining to be built and a 0.75 mile forcemain pipe in Carmel Valley Road. MNS Engineers has been providing construction observations since the beginning of construction and will require additional budget to continue inspections on behalf of the District.

FUNDING

All expenditures are prepaid by the developer of the September Ranch Project. Authorization for work will not exceed dollar amounts currently deposited with the District.

Attachment:

1. Proposal Letter – MNS Engineers, Inc.

August, 16 2024

**Mr. Patrick Treanor, P.E.
Carmel Area Wastewater District
3945 Rio Road
Carmel-By-The-Sea, CA 93923**

SUBJECT: September Ranch Sewer Extension Project - Construction Observation Budget

Dear Mr. Treanor,

MNS Engineers, Inc. (MNS) has been diligently providing construction observation services for the September Ranch Sewer Extension Project. Coordination, submittals and preliminary project work began in June 2023 with the contractor mobilizing in January 2024. Due to design changes and inclement weather, the contractor's progress was slow through March and started picking up in April / May 2024 with full-time inspection starting in May. To date we have been able to stretch the budget for inspection to accommodate the increased contract duration, originally estimated at 7.5 months, but based the amount spent through July (\$226,070.57) we estimate our overall budget amount of \$299,662.00 will be exhausted by the end of September. The most recent budget is attached for reference.

Given the current progress and potential for any unforeseen delays, we anticipate that the construction of the sewer line and lift station to be completed by the end of January 2025 with miscellaneous punchlist and closeout items to be completed by end of February. Based on the attached cost estimate, an amendment of \$121,750.00 will be needed to provide the needed inspection and engineering support through completion.

We look forward to supporting the District in the completion of this project. Please let me know if you have any questions.

Sincerely,
MNS Engineers, Inc.



Greg Chelini, P.E.
Vice President and Principal Construction Manager

**Construction Inspection Services
September Ranch
Carmel Area Wastewater District**



Project Schedule Estimate to Complete													
PHASE	September Ranch							2025					
		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar			
Pre-Construction													
Construction Management													\$ -
Project Closeout													\$ 99,592.00
													\$ 22,158.00

PHASE	Role							2025			TOTAL HOURS	HOURLY RATE		TOTAL COST	
		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		2024	2025		
TASK 2 CONSTRUCTION MANAGEMENT															
	Principal Engineer					2	2	2				6	280.00	293.00	\$ 1,706.00
	Project Engineer					6	6	6				18	200.00	209.00	\$ 3,654.00
	Senior Inspector					160	160	168				488	190.00	199.00	\$ 94,232.00
	SUB-TOTAL	0	0	0	0	168	168	176	0	0	512				\$ 99,592.00
TASK 3 PROJECT CLOSEOUT															
	Principal Engineer										2	2	280.00	293.00	\$ 586.00
	Project Engineer										8	8	200.00	209.00	\$ 1,672.00
	Senior Inspector										100	100	190.00	199.00	\$ 19,900.00
	SUB-TOTAL							0				110			\$ 22,158.00
TOTALS								168				622			\$ 121,750.00

SUBCONSULTANT	TOTAL COST
SUBCONSULTANTS SUB-TOTAL	\$ -

CONSTRUCTION PHASE TOTAL	\$ 121,750.00
---------------------------------	----------------------

- Notes:
- Durations based on construction completion of January 22, 2025.
 - Hours and costs are an estimate only; actual hours and costs will be based on contractor's schedule. Hours based upon the contractor working 8 hours per day with no overtime.
 - Overtime not included in this cost estimate. Any OT would be billed per MNS Standard Fee Schedule.
 - Cost estimate assumes closeout not to exceed 1 month

RESOLUTION NO. 2024-63

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,750 FOR ADDITIONAL INSPECTION SERVICES FOR THE SEPTEMBER RANCH SEWER EXTENSION PROJECT (PROJECT #18-29)

-oOo-

WHEREAS, MNS Engineers has been providing inspection services for the development of sanitary sewers for the September Ranch (One Carmel) development project; and

WHEREAS, the construction duration has exceeded the time for inspections allotted in the original budget; and

WHEREAS, continued inspections into 2025 by MNS Engineers, Inc. will require additional budget be added to the existing contract; and

WHEREAS, all of the costs associated with the contract with MNS Engineers, Inc. will be prepaid by the project developer and deposited in District accounts prior to work;

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 \$121,750, with MNS Engineers Inc. for continuing inspection services for the September Ranch (One Carmel) project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

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

Ken White, President of the Board

ATTEST:

Domine Barringer, Board Clerk

Staff Report



TO: Board of Directors

FROM: Barbara Buikema, General Manager

DATE: October 31, 2024

SUBJECT: Telecommuting Amendment

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the attached amended telecommuting work policy.

DISCUSSION

During the COVID-19 emergency the District permitted some employees to work remotely if there was appropriate work that lent itself to remote work and if supervisors were able to adequately monitor and enforce district policies. We found that while very few positions lend themselves to remote work, there are a small group of positions that do. The majority of our employees are not able to work remotely because their jobs are attached to the infrastructure and equipment they operate and are customer service related.

Staff has indicated that they would like the Telecommuting Policy to remain in effect. However, now that COVID-19 emergency is considerably diminished, an amendment to the policy statement on remote work is needed. Staff believes the program should remain available; however, the General Manager advocates it should only occur with General Manager approval.

The Salary & Benefits Committee met on October 16, 2024 and approved of the proposed action.

FINANCIAL

Minimal additional cost – it should allow us to gain further productivity inasmuch as those who are unable to come to work will still be able to be productive remotely.

CAWD Emergency Telecommuting Policy due to COVID-19



2020

Emergency Telecommuting Policy

The purpose of the Emergency Telecommuting Policy is to ensure that essential CAWD functions continue to be performed at an alternative location during the disruption of normal operations and where telecommuting will be beneficial to the employee and the District. The CAWD will implement this Policy in keeping with the mission of the CAWD and the respective Department. This Policy is an emergency policy and the GENERAL MANAGER has discretion to withdraw the Policy if deemed necessary.

The GENERAL MANAGER shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The GENERAL MANAGER has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the CAWD;
2. The potential for disruption to the CAWD’s functions;
3. The ability of the employee to perform their specific job duties from a location separate from his or her CAWD worksite (‘Alternate Worksite’) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other CAWD employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from their CAWD Worksite;
8. The ability to measure the employee’s work performance from a location separate from their CAWD Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, Department Head, and the Personnel Officer.

Telecommute Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the CAWD approves an extension in writing. The CAWD may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their CAWD worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside their normal work hours may face discipline in accordance with the CAWD’s policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their CAWD worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or “Alternate Worksite.” Employees must be accessible via telephone, email, and/or network access to their supervisor and other CAWD employees while telecommuting, as if working at their CAWD worksite. Employees shall check their CAWD-related business phone messages and emails on a consistent basis, as if working at their CAWD worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
 - c. All periods of employees’ unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
 - d. Employees shall ensure dependent care will not interfere with work responsibilities.

- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. If the CAWD has provided CAWD owned equipment, employees agree to follow the CAWD's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to CAWD owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the CAWD.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all CAWD and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official CAWD documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of CAWD employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other CAWD employees and the public.
3. Employees shall ensure that all official CAWD documents are retained and maintained according to the normal operating procedures in the same manner as if working at a CAWD worksite.
4. Employees may receive approval to use personal computer equipment or be provided with CAWD issued equipment at the discretion of the GENERAL MANAGER.
5. The CAWD shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account, as approved by the GENERAL MANAGER.
7. Employees shall continue to abide by practices, policies and procedures for requests of sick leave, vacation, and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, they shall notify their supervisor immediately and record on their timesheet any hours not worked due to incapacitation.

8. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the CAWD's network and must close or secure all connections to CAWD desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the CAWD. Employees must maintain adequate firewall and security protection on all such devices used to conduct CAWD work from the Alternate Worksite. All are prohibited from working on public Wi-Fi.
9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the CAWD's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to CAWD work they access from the Alternate Worksite or transport from their CAWD worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their CAWD worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the CAWD at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.
10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The CAWD shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

Emergency Telecommuting Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Telecommuting Policy and the Emergency Telecommuting Agreement (“ETA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon GENERAL MANAGER approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that the CAWD may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the CAWD approves a new ETA in writing. The CAWD may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the CAWD expects the Employee to be physically present at the CAWD Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite: The location and address of the Alternate Worksite is:

Street	CAWD
Zip Code	State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

_____.

The days and hours (“Work Schedule”) the CAWD permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

The Employee agrees to report work-related injuries to the Employee’s supervisor at the earliest reasonable opportunity. The Employee agrees to hold the CAWD harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telecommuting Agreement, and understand and agree to all of its provisions.

Employee's Name and Title Date

Employee's Supervisor's Name and Title Date

General Manager Date

Submit the completed and executed Agreement to HR

CAWD Policies & Procedures	Topic No.:
Function: Operational	Topic: Telecommuting/Remote Work
	Date: Amend October 2024

REMOTE WORK POLICY

Policy Brief

The District Telecommuting/Remote (Remote) Work Policy outlines our guidelines for employees who work from a location other than our offices/facilities. The intent is to ensure that both employees and CAWD will benefit from this arrangements and is not applicable to employees whose primary job involves serving the public or using special equipment or machinery. The employee must be able to perform normal business operations and perform their assigned work duties.

CAWD Policy

Any remote work must first be approved by the General Manager. It will be solely the General Manager's responsibility to approve or in the event of his/her absence whomever is working out of class in general manager position.

The District will follow all relevant local, state or federal laws regarding employment even if it is remote work for exempt and non-exempt employees.

RESOLUTION NO. 2024-64

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE DISTRICT'S
TELECOMMUTING WORK POLICY

-oOo-

WHEREAS, the District on occasion requires the work of employees who work from a location other than our offices/facilities; and

WHEREAS, the District reviewed the attached policy and is in agreement that remote work should only occur when it is approved by the General Manager; and

WHEREAS, the District acknowledges that any remote work must follow existing district work policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the amended policy attached to this resolution, Remote Work as amended October 2024 is permissible under approval from the General Manager.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Board Clerk

STAFF REPORT



To: Board of Directors
From: Chris Foley, Maintenance Superintendent
Date: October 31, 2024
Subject: Information Technology Internship Update

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the General Manager to categorize the Information Technology (IT) Intern as a part-time employee with a one year contract.

DISCUSSION

The IT intern program has been a success. The IT Intern provides support for mobile device deployment, improved cyber-security, control system programming, and lab instrument software. The intern is gaining valuable real-world experience that will add to their resume when applying to a 4-year universities.

JUSTIFICATION

The average number of intern hours per week is 17 hours with a Monday, Wednesday and Friday schedule. The District has modernized many of the processes such as automation, reporting, purchasing, Smartcover monitors, access control/network cameras, lab instrument software, wireless access points, virtual meetings, redundant network connections at pump stations and mobile work order system.

Exceedio (3rd party support) provides support for the network, Windows platform, network security, hardware upgrades and software installation. This support does not include onsite application support that is very specific to the process. An example would be a networked energy meter is not working and requires troubleshooting. This requires someone onsite with the ability to understand how the system works and also have IT knowledge.

The Maintenance Superintendent has been supporting the onsite applications and as the District moves to a more data centric organization the level of effort to manage the various systems has and will continue to increase. Efficiency of entering data in the field increases but at a lesser cost of requiring more support for the network infrastructure. The level of reporting requirements required by regulatory agencies has increased so it is critical to invest more time in managing data which also provides more insight into processes.

While the Maintenance Superintendent can keep the systems operational there is not time for improvement and many of the resources are under-utilized. The IT intern increases application utilization and provides the additional time required to improve processes which makes other staff more efficient at their jobs.

	2017	Current
Mobile Devices	10	21
Ethernet Devices	57	169
Ransomware Attacks (Astra)		13% Increase- last 5 years

Another valuable aspect of the IT internship. Small businesses and local government are now targets of hacking due to more limited resources. This requires constant improvements to prevent business disruption. Response plans are key and need to be regularly updated to minimize the impact when a system is compromised. Exceedio is consistently updating the business network, but District staff is responsible for updating the automation network. With the assistance of the IT intern updates are completed multiple times per year instead of once per year and improvements are made on a weekly basis to limit attack surfaces. It is a twofold effect when more information technology resources are added they require maintenance and along with these improvements more security must also be added.

This matter was submitted to the Salary & Benefits Committee on October 10, 2024 and received their approval to place before the full board.

SUMMARY

Staff requests extending pro-rated part-time benefits to the intern including paid holidays, sick, health care and vacation. The state considers an IT Intern an employee even with an intern title. Salary would stay the same at \$25.75 per hour.

FUNDING

Treatment Plant Operation and Maintenance Budget- \$40,000 budgeted

RESOLUTION NO. 2024-65

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO
CATEGORIZE THE INFORMATION TECHNOLOGY INTERN AS A PART-
TIME EMPLOYEE WITH A ONE YEAR CONTRACT

-oOo-

WHEREAS, the District hired an Information Technology (IT) Intern from Monterey Peninsula Community College and has had great success; and

WHEREAS, the District would like to retain the Information Technology intern but convert the position to part time with a one year term limit. The position would be eligible for all benefits on a pro-rated basis; and

WHEREAS, the position provides benefit to the District by increasing application usage and improving processes to make staff more efficient.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the staff report on October 31, 2024, that the conversion of the IT intern to a part time position would be of benefit to the District and agrees to maintain pay rate and offer pro-rated benefits.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES:BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White. President of the Board

ATTEST:

Domine Barriner, Board Clerk

Staff Report



TO: Board of Directors

FROM: Barbara Buikema, General Manager

DATE: October 31, 2024

SUBJECT: Succession Plan

RECOMMENDATION

It is recommended that the Board of Directors make a motion to accept a resolution authorizing the attached Organization Chart changes.

DISCUSSION

Over two years ago staff began the process of updating the Organization Chart in anticipation of retirement in a key position. The resulting changes have been reported to the Salary/Benefits Committee and discussed over the course of the last two years. Some changes have already been implemented, but the larger reorganization outlook for the District is now being brought to the full Board for a broader discussion and possible final decisions.

Operations Superintendent, Ed Waggoner is projected to retire in April 2025, which is a significant position at the facility. What staff agreed upon was a facility model that harkens back to 2011 when Superintendent Mark Scheiter left the District's employment. At that time the Operations Superintendent managed the facility operations, maintenance, and the lab. After Mr. Scheiter's departure the District shifted Operations such that it eliminated double Operations Supervisors and double Lead Operators – frankly the structure was too confusing for the operators. We also set up a separate Maintenance Superintendent position, which proved wise given the failure of the effort to combine operations and maintenance duties with the operators.

The result in 2011 was a somewhat top-heavy organization with three superintendents (Operations, Maintenance, Collections). The recommendation with Mr. Waggoner's retirement is to consolidate the Operations and Maintenance Superintendents' positions and create a Facilities Manager to oversee those employees and to transfer lab operations to the District Engineer. The supervision of the lab has already been transferred to the District Engineer. The "Facilities Manager" will be responsible for 11 employees. The current Operations Supervisor will become the Chief Plant Operator/Supervisor.

Where do we go in the future after this proposed change? Over the next few years, the District needs to incentivize at least one of our current Grade III operators to earn their Grade IV certification. We will also need to take a closer look at the maintenance department and possibly promote or hire someone into a Maintenance Superintendent position.

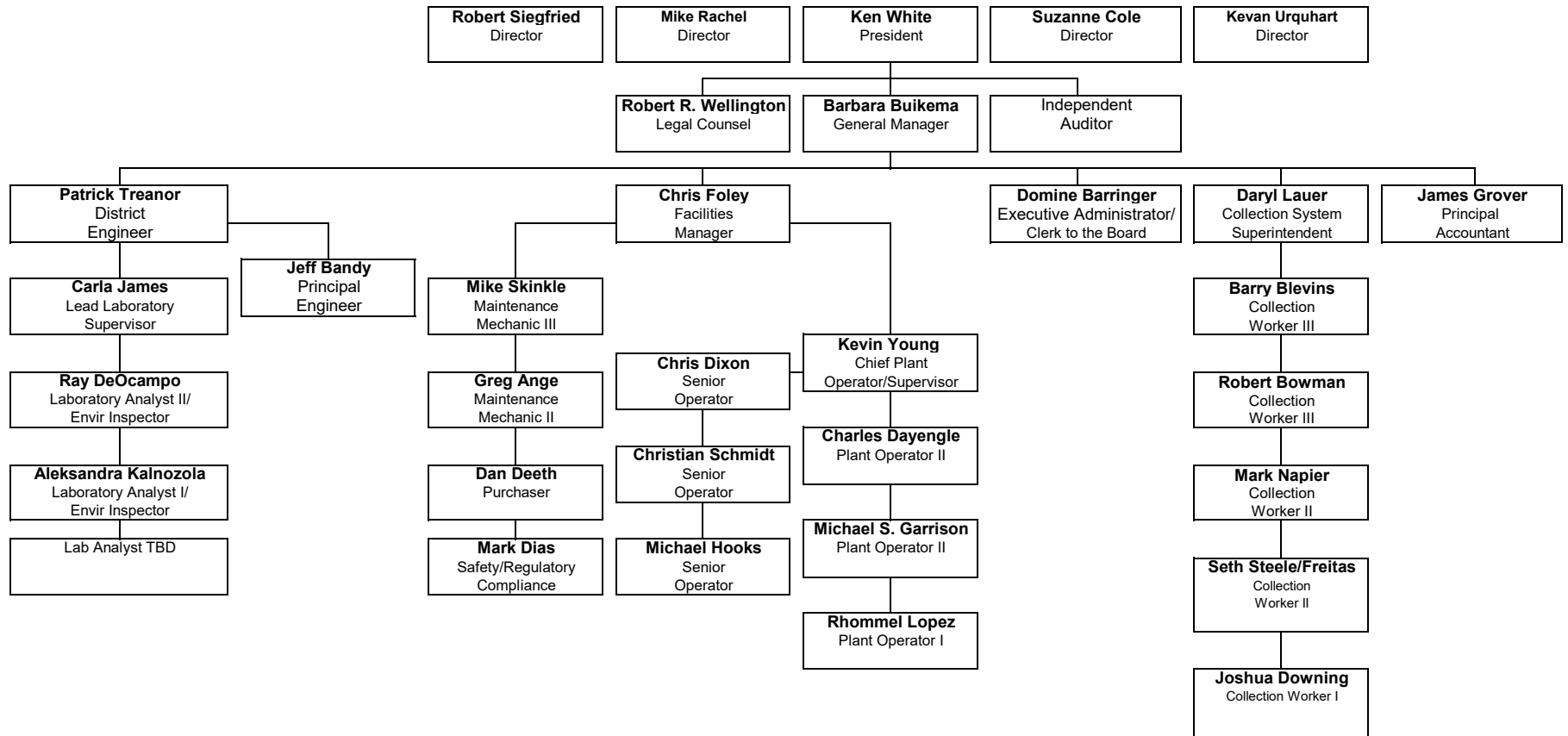
The District will also need to recruit an external candidate for the Principal Accountant position as this individual is also nearing retirement.

FINANCIAL

None at this time – we are reallocating existing salaries.

CARMEL AREA WASTEWATER DISTRICT

PROPOSED ORGANIZATION CHART



RESOLUTION NO. 2024-66

A RESOLUTION ADOPTING THE PROPOSED ORGANIZATIONAL
CHART CHANGES EFFECTIVE WITH THE RETIREMENT OF THE
OPERATIONS SUPERINTENDENT

-oOo-

WHEREAS, the District Operations Superintendent will be retiring in April 2025 which will necessitate a change in the organizational structure; and

WHEREAS, the District has determined that combining Maintenance and Operations under a single manager is the most efficient path forward; and

WHEREAS, the current Maintenance Superintendent and Operations Supervisor have the skills necessary along with the track record to ensure the proposed change will be successful.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District, which is convinced by the staff report on October 31, 2024, and the attached organization chart that this proposal has merit and hereby authorizes the General Manager to implement.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White. President of the Board

ATTEST: _____

Domine Barriner, Board Clerk

STAFF REPORT



To: Board of Directors

From: Jeff Bandy, Principal Engineer

Date: October 31, 2024

Subject: Construction Contract Award – Ribera Road Retaining Wall Replacement Project – Synergy Builders

RECOMMENDATION

After review of the bid proposals, staff recommends that the Board of Directors:

- Adopt a resolution awarding a contract for construction of the Ribera Road Retaining Wall Project in the amount of \$33,500 to the lowest responsive and responsible bidder, Synergy Builders.
- Authorize the General Manager to sign and execute a contract with Synergy Builders to construct the Project per the bid documents.
- Assign the General Manager authority to execute change orders during construction not to exceed \$8,000 (approx. 24% of contract amount).

DISCUSSION

The board approved Resolution No. 2024-52 on August 29, 2024 authorizing solicitation of bids for this Project. The Project was advertised in the Carmel Pine Cone on September 13 and 20. Sealed bids were opened on October 24, 2024 at the District office.

During the bid period eleven (11) general contractors obtained plans and specifications. Four (4) bidders saw the project as a good fit, and each put in a good effort developing competitive bids. Table 1 contains the bid results, and Photo 1 was taken during the public bid opening which was conducted in the Board of Directors meeting room at the Carmel Area Wastewater District (CAWD) Administration Building. The engineer's estimate was \$40,000, and the bids were all roughly similar.

The lowest apparent bid was from Trident Demolition, Inc. (Trident). Trident does not hold the required license to construct a retaining wall in California, so their bid was rejected. The lowest responsive and responsible bid was from Synergy Builders located out of Oroville, CA. Their bid was reviewed and found to be in conformance with the requirements.

Table 1: Ribera Retaining Wall Project Bids

BIDDER	BID AMOUNT
Synergy Builders	\$33,500.00
Silcon Constructors, Inc.	\$53,214.08
Trident Demolition, Inc.	\$32,342.00
Sharp Engineering & Construction, Inc.	\$48,000.00

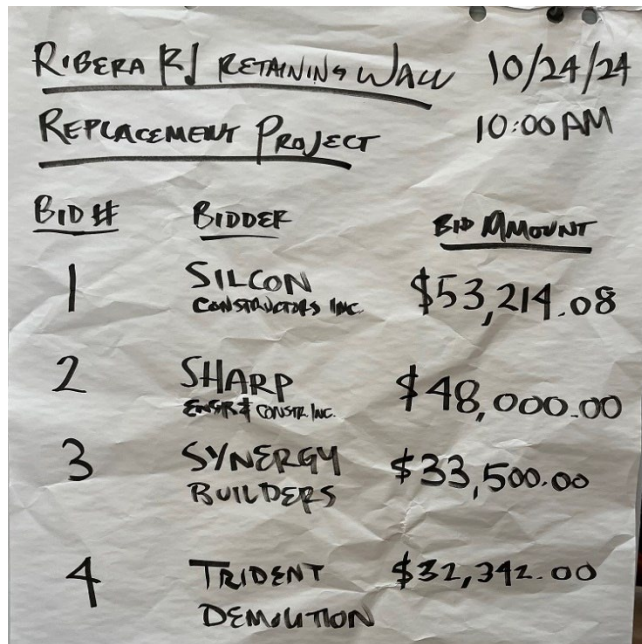


Photo 1: The public bid opening was conducted in the Board of Directors meeting room at the CAWD Administration Building.

FUNDING

The cost for construction has not been included in the District’s FY2024/25 budget.

RESOLUTION NO. 2024-67

A RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE AND RESPONSIVE BID FOR THE “RIBERA ROAD RETAINING WALL REPLACEMENT PROJECT,” AWARDING CONSTRUCTION CONTRACT, AND AUTHORIZING A CHANGE ORDER ALLOWANCE

-oOo-

WHEREAS, the timber retaining wall located between 3030 Ribera Rd. and 3020 Ribera Rd. was previously constructed by the District and is failing and in need of replacement; and

WHEREAS, the Board of Directors authorized solicitations of bids for said project in Resolution No. 2024-52; and

WHEREAS, Synergy Builders submitted the lowest responsible and responsive bid of \$32,342.

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

1. That the Board accepts the bid of the lowest responsible and responsive bidder (i.e. Synergy Builders) and awards the contract for the “Ribera Road Retaining Wall Replacement Project” to said bidder at the bid price of \$33,500.
2. That the Board authorizes and directs the General Manager to execute a written contract with the successful bidder and commence construction of the project.

3. That the Board authorizes the General Manager to execute change orders during construction up to a cumulative amount not to exceed \$8,000.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White, President of the Board

ATTEST:

Domine Barringer, Board Clerk

Staff Report



TO: Board of Directors

FROM: Barbara Buikema, General Manager

DATE: October 31, 2024

SUBJECT: Amendment to The Agreement for Use of Wastewater Treatment Facilities between the District ("CAWD") and Pebble Beach Community Services District ("PBCSD")

RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution authorizing the Board President to execute an Amendment to the agreement for use of the Wastewater Treatment Facilities between CAWD and PBCSD.

DISCUSSION

The District first entered into an agreement with PBCSD over the use of the wastewater treatment facilities in March 1969. Said agreement has been amended over the years multiple times as circumstances required. In roughly June 2024 PBCSD approached CAWD about an amendment to "clean up" some of the language that was no longer accurate. This amendment is a result of those efforts.

There are two principal changes recommended:

- 1) Maintenance and Operations and Administration Costs formula did not reflect current practice. Because it is agreed that the wastewater between the two districts is relatively similar, the formula in practice has been to take the total annual operations and maintenance costs for treatment and disposal and multiply by the total flow from PBCSD as a percentage of annual flow from all sources. Finally an additional 7.5% of annual operating costs (less depreciation) of the CAWD treatment and disposal facility is added to cover the administrative component.
- 2) The amendment acknowledges the alternative source water facilities aka dry weather surface water diversion and well water production with the PBCSD service area.

FINANCIAL

No change

FIRST AMENDMENT TO AGREEMENT FOR USE OF
WASTEWATER TREATMENT FACILITIES
BETWEEN THE
CARMEL AREA WASTEWATER DISTRICT
AND THE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into on November _____, 2024, by and between the Carmel Area Wastewater District (hereinafter “CAWD”) and the Pebble Beach Community Services District (hereinafter “PBCSD”), as follows:

Recitals

1. On February 22, 1994, CAWD and PBCSD entered into that certain AGREEMENT FOR USE OF WASTEWATER TREATMENT FACILITIES BETWEEN THE CARMEL AREA WASTEWATER DISTRICT AND THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT.
2. Both parties hereto recognize that several sections of that 1994 Agreement are now outdated and are not relevant to the current operations of and relations between the two districts.
3. The purpose and intent of this Amendment, therefore, is to revise the Agreement to better match current practices of the two parties.

THEREFORE, in consideration of the mutual covenants in this First Amendment, the Parties hereby amend the Agreement as follows:

1. Amendment of Section 4b). Section 4b) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

b) Maintenance and Operation and Administration Costs.

The portion of the maintenance and operation costs and the administration costs of CAWD for operation of its treatment plant which are to be paid by PBCSD shall be determined on the basis of adding a seven and one-half percent (7-1/2%) factor to the PBCSD annual flow multiplied by the total annual operating cost (less depreciation) of the CAWD treatment and disposal facility. The flow shall be defined as the ratio of the total annual wastewater volume from PBCSD, as measured by PBCSD, which are treated and disposed of by CAWD to the total annual wastewater volume treated and disposed of by CAWD originating from all sources, as measured by CAWD. The costs of maintenance, operation and administration of the CAWD treatment facilities to be paid by PBCSD, as defined above, shall be calculated by the following formula:

$$PBCSD\ Cost = C_T \left(\frac{V_{PB}}{V_T} \right) + 0.075$$

WHERE:

C_T = Total annual operation and maintenance costs for treatment and disposal

V_{PB} = Total annual hydraulic flow from PBCSD

V_T = Total annual hydraulic flow from all sources

- 2. Amendment of Section 9. Section 9 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

9. CAWD Regulations.

a) Discharge Regulations. PBCSD shall abide by all rules and regulations of CAWD concerning the type and condition of the wastewater permitted to be deposited within the facilities of CAWD, and PBCSD shall regulate and prohibit the residents and businesses within PBCSD from depositing in said wastewater system any wastewater which, by the rules and regulations of CAWD, the residents of CAWD are denied the right to deposit in its system. Except as described in paragraph 9b below, PBCSD shall not suffer or permit any storm water, roof drainage, or any other surface water to enter its sewers, whether by connecting laterals or indirectly. Any lines within PBCSD that develop excessive infiltration shall be corrected by PBCSD.

b) Alternative Source Water Facilities. The CAWD/PBCSD Reclamation Project has implemented a series of alternative source water (ASW) projects categorized as dry weather surface water diversion facilities and well water production facilities within the PBCSD wastewater collection service area. PBCSD shall be permitted to discharge surface water and well water sources under controlled conditions, so that ASW facilities can be shut off prior to the onset of wet weather conditions. ASW facilities shall remain offline for the duration of the wet weather period. PBCSD shall shut off ASW facilities in the event there are flow capacity issues within the CAWD infrastructure receiving PBCSD flow. The CAWD/PBCSD Reclamation Project may approve and implement additional ASW facilities. CAWD shall be notified prior to the installation of any new ASW facilities.

- 3. Other terms and Conditions. Except as herein specifically amended, all other terms and conditions of the Agreement continue unchanged and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CARMEL AREA WASTEWATER DISTRICT and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT, by their duly authorized representatives, have executed this Amendment on the date first set forth above:

Pebble Beach Community Services District

Carmel Area Wastewater District

Ken White, President

ATTEST:

ATTEST:

Domine Barringer, Board Clerk

RESOLUTION NO. 2024 – 68

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN PEBBLE BEACH COMMUNITY SERVICES DISTRICT AND CARMEL AREA WASTEWATER DISTRICT (CAWD) FOR USE OF WASTEWATER FACILITIES

-oOo-

WHEREAS, the Carmel Area Wastewater District (“CAWD”) and the Pebble Beach Community Services District (“PBCSD”) are parties to an existing agreement dated March 27, 1969, as amended March 1, 1978 as amended July 1, 1979 and February 22, 1994, which provides for the use of the CAWD wastewater and disposal facilities.

WHEREAS, both parties recognize that several sections of that Agreement are now outdated and are not relevant to the current operations of and relations between the two Districts;

WHEREAS, an “Amendment to Agreement for Use of Wastewater Treatment Facilities between the Carmel Area Wastewater District and the Pebble Beach Community Services District”, which updates the 1969 Agreement and its amendments to reflect the current status of the relationship between the parties and complies and restates those terms and conditions which remain in effect, has now been negotiated between the parties and is presented to the CAWD Board of Directors this date;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmel Area Wastewater District that it does hereby approve the attached Agreement and authorizes and directs the President to execute and the Secretary to attest to said Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024 by the following vote:

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

Ken White, President of the Board

ATTEST:

Domine Barringer, Clerk of the Board

STAFF REPORT

To: Board of Directors

From: Barbara Buikema, General Manager

Date: October 31, 2024

Subject: Request for Proposal (RFP) – District Legal Services



RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution

- a. Authorizing release of a Request for Proposal for District Legal Services, and
- b. Appoint two board members to the interview panel.

DISCUSSION

The District's legal counsel has submitted a letter of resignation effective January 10, 2025. Wellington Law has been the District's counsel since January 1984, providing 40 years of dedicated service.

Because of the Thanksgiving and Christmas holidays we have a compressed timeline to engage new counsel. We are assuming the proposal will be sent out effective November 1, 2024 with a submission deadline of December 5, 2024. Interviews will occur one week later from December 9 through 13, 2024 and Board of Director approval is scheduled to occur at the regular meeting on December 19, 2024.

A Notice Requesting Bids will be published once a week for two consecutive weeks in a newspaper of general circulation published in the District. The first publication shall be at least ten days before the date for opening of bids.

Wellington's office has offered to supply a list of public agency law firms. However, we intend to post on [Publicpurchase.com](https://www.publicpurchase.com) and at the California Special District Association which are both public advertising boards. In addition, we will take advantage of Google search of public agency law firms in California if necessary.

Due to the holidays and our amended board meeting schedule we need to release this RFP on November 1st in order to award a contract at our last meeting of the year on December 19th. The interviews are planned for the week of December 9 – 13 either in person or via ZOOM.

FUNDING

Amount unknown at this time.

WELLINGTON & RATHIE

A Public Agency Law Firm

Robert R. Wellington

cell: 831-915-7307

Robert W. Rathie

cell: 831-578-5043

Stephanie Atigh

cell: 831-915-4643

Villa Carmel, Suite 2, SW 4th & Mission

P.O. Box 4523

Carmel-by-the-Sea, CA 93921-4523

tel: 831-373-8733 • fax: 831-373-7106

attys@wellingtonlaw.com

October 8, 2024

Board President and Board of Directors
Carmel Area Wastewater District
2945 Rio Road
Carmel, California 93922

Re: Resignation of District Legal Counsel

Dear Board President White and Board Members:

I am writing to you today to let you know that I will be resigning as the Legal Counsel for the District, effective as of January 10, 2025.

I have been Legal Counsel for the CAWD since January 1984. I have very much enjoyed my years of interesting and challenging work for CAWD and its dedicated Boards of Directors, two General Managers and management and staff persons. It has been my honor to have been closely involved in the considerable development and expansion of this District over the years.

With that experience, for which I thank you, this has not been an easy decision for me to make. But at my age, and with a few lingering health issues, I am planning to further reduce the number of our public agency clients as I seek to more fully focus on my relationships with my wife, kids and grandkids.

Our office will continue to provide all required legal services to the District during this transition period through the middle of next January, and to assist the Board, if it wishes, in hiring my replacement.

Thank you again. It has been my pleasure to work with all of you, and I wish the Board and everyone at CAWD all my very best.

Very truly yours,



Robert R. Wellington

cc: Barbara Buikema, General Manager ✓



November 1, 2024

**REQUEST FOR PROPOSAL (RFP)
DISTRICT LEGAL SERVICES**

**CARMEL AREA WASTEWATER DISTRICT
3945 Rio Road
Carmel, CA 93922**

**Proposals Due
Monday, December 5, 2024 @ 4:00 PM PST**

The Carmel Area Wastewater District (DISTRICT) is seeking proposals from qualified firms to provide legal representation to the District's Board of Directors and District Staff.

1. SCHEDULE OF ACTIVITIES:

RFP release:	11/01/2024
Written Inquiry Deadline:	11/15/2024 @ 2:00 PM
Submission Deadline:	12/05/2024 @ 4:00 PM
Tentative Interviews with Board of Directors:	12/09 - 13/2024
Tentative Board of Directors Award/Approval:	12/19/2024
Expected Contract Start Date:	01/10/2025

2. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

- A. Pre-Submittal technical inquiries shall be directed to **Domine Barringer** at barringer@cawd.org. Procedural inquiries shall be directed to **Barbara Buikema** at buikema@cawd.org.
- B. Inquiries that result in an addendum to the RFP, will be emailed to each potential proposer with a link to the addendum on our website. Firms must include in their proposal, an acknowledgement of receipt of any and all addenda issued.

3. PROPOSAL SUBMISSION GUIDELINES:

- A. Firms must submit **one** copy of their proposal with an original signature and one copy on a USB drive. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: **“District Legal Services 2024-RFP-ADM”** and delivered to the DISTRICT, Attn: District Clerk, at 3945 Rio Road, Carmel Area Wastewater District, CA 93923.
- B. Proposals received after the date and time specified shall not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- D. All proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing firm.
- E. All proposals shall remain in effect and legally binding for a minimum of 120 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the firm. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the firm.
- G. Stated days shall be interpreted as calendar days, excluding legal holidays. Firm must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the firm’s risk. This includes, but is not limited to, all relevant laws and regulations of the State of California and the United States Government.
- H. Upon Submittal to the DISTRICT, all proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by a firm shall become the property of the DISTRICT and is subject to the Public Records Act.
 - a. Unless otherwise compelled by a court order the DISTRICT will not disclose any proposal while the DISTRICT conducts its deliberative process in accordance with the procedures identified in this RFP.

However, after the DISTRICT either awards an agreement to a successful firm, or the DISTRICT rejects all proposals, the DISTRICT shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

- b. If a firm believes that any portion of its proposal is subject to a legal exception to public disclosure, the firm shall:
 - i. Clearly mark the relevant portions of its proposal “Confidential;’ and
 - ii. Upon request from the DISTRICT, identify the legal basis for exception from disclosure under the Public Records Act; and
 - iii. Shall defend, indemnify, and hold harmless the DISTRICT regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- A. A proposal that is in the possession of the DISTRICT shall only be altered by letter or email addressed to barringer@cawd.org bearing the signature of the firm’s authorized representative, provided it is received prior to the RFP submission deadline.
- B. A proposal that is in the possession of the DISTRICT may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

5. AWARD AND AGREEMENT INFORMATION:

- A. The DISTRICT hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The firm agrees that should it be awarded an agreement, the firm shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The DISTRICT reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the DISTRICT to do so. The DISTRICT will select the firm whose proposal is determined by the DISTRICT to be the most responsive and responsible proposal. The DISTRICT will be the sole judge in making such a determination.
- D. The successful firm will be required to enter into and sign an agreement with the DISTRICT which will be in effect for the duration of the agreement period. A sample agreement is attached to this RFP as Attachment C.
- E. The terms and conditions of this RFP as well as the firm’s proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the agreement.
- F. Prior to final selections, firms shall be required to submit any additional information that the DISTRICT deems necessary to determine the firm’s qualifications.
- G. Open Procurement
 - 1) Services that the firm intends to be offered on a unit price basis must be so identified. The DISTRICT’s objective is to clarify all purchase options.
 - 2) The DISTRICT reserves the right to negotiate changes to the original proposal(s), including changes in system cost and/or unit price.

- 3) The DISTRICT reserves the right to accept or reject any or all proposals in whole or in part.
- 4) The DISTRICT reserves the right to award an agreement to more than one firm.

6. BACKGROUND INFORMATION:

The DISTRICT contracted with its current legal counsel in 1984. It holds regular monthly meetings the last Thursday of each month at 9:00 a.m. (In October of each year it sets the date for November and December meetings so as to avoid the holidays). It is appropriate at this time for the DISTRICT to perform due diligence in assuring that the DISTRICT's legal interests are well served by conducting a request for proposals.

7. MINIMUM FIRM REQUIREMENTS AND SCOPE OF WORK:

- A. All attorneys performing legal services for the DISTRICT on behalf of the law firm must be admitted to practice law in the State of California and be members in good standing with the State Bar of California.
- B. The selected General Counsel with primary responsibility for providing legal services to the DISTRICT must have at least ten (10) years' experience providing general counsel legal services for special districts, municipalities, or other local governments in California.
- C. Demonstrated legal expertise (including advisory and litigation) regarding laws and regulations governing special districts and municipalities and governance of local government agencies including, but not limited to, the Ralph M. Brown Act, the Public Records Act, the Political Reform Act, conflicts of interest laws, public contracting, elections laws, labor and employment law, public agency and municipal law, the Government Code, environmental law, including: California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter-Cologne Water Quality Act, real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations, and operating procedures of special districts and municipalities.
- D. The selected General Counsel will be expected to provide the following services:
 - i. Advise the Board of Directors, District Manager, and District Staff regarding issues related to wastewater law and contracts related to operations;
 - ii. Advise the Board of Directors, District Manager, and District Staff on commencement and defense of litigation regarding all aspects of the District's operations; and litigate such matters as directed;
 - iii. Advise the Board of Directors, District Manager, and District Staff regarding the Ralph M. Brown Act, parliamentary procedures for meetings, and conflicts of interest;
 - iv. Advise the Board of Directors, District Manager, and District Staff regarding changes in federal, state, and local laws affecting the District's operations;

- v. Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other legal documents entered into or considered by the DISTRICT;
- vi. Research, draft, and submit legal opinions to the Board of Directors, District Manager, and District Staff regarding all aspects of the District's operations;
- vii. Confer with the District Manager and recommend for approval from time to time Special Counsel to the DISTRICT when special legal expertise is needed for a particular matter;
- viii. Enforce all ordinances and regulations of the DISTRICT through administrative, judicial, or other enforcement remedies as requested by the Board of Directors and/or the District Manager;
- ix. Attend all regular and special meetings of the Board of Directors and other meetings as needed;
- x. Promptly respond to communications from the Board of Directors, District Manager, and District Staff;
- xi. Perform other duties as assigned from time to time by the Board of Directors, District Manager, and District Staff;
- xii. Prepare timely reports to the Board on relevant legal matters that come from either the CASA attorneys group or the State Legislature.
- xiii. Complete legal review of all agenda items in conformance with the schedule prepared by the District Clerk each year.
- xiv. Confer with the District Manager and the Board of Directors yearly for the purpose of crafting a legislative platform that is used to prepare advocacy on pending legislation.
- xv. Prepare a legislative report as needed to keep the Board abreast of issues arising from legislative items.
- xvi. The District's attorney will be evaluated each year after submitting an annual report. Discussion shall include the District Manager.
- xvii. Monthly bills shall include the year-to-date charges for a given matter including agenda review, legislative activities and any special projects or processes of a recurrent nature.
- xviii. Maintain an inventory of legal opinions provided to District staff to assure consistency and eliminate redundancy.

8. PROPOSAL FORMAT AND CONTENT:

In order to facilitate the evaluation of the proposals, firms shall format their proposals using the following sections. Failure to include the requested information in the requested format may result in a determination that the proposal is non-responsive. Proposals submitted in response to this RFP shall contain minimal general brochure type information and shall be a maximum of 30 two-sided pages. The Attachments contained in this RFP, table of contents, and tabs are not counted toward the page maximum. The cost proposal shall be submitted in a separate, sealed envelope as described in section 9 of this RFP.

A.	STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE) – ATTACHMENT A Fill out and include Attachment A found in the RFP
B.	CERTIFICATE OF NON-COLLUSION – ATTACHMENT B Fill out and include Attachment B found in the RFP
C.	EXECUTIVE SUMMARY A brief summary of the key characteristics of the proposal is required
D.	<p>FIRM'S BACKGROUND INFORMATION Background information should describe in general the firm's history and its experience in the various types of services provided. Firm should also provide information on the financial strength of the firm, and disclose whether there have been any significant business developments within the past three years, such as mergers, restructuring, or changes in ownership. Please provide a firm resume if one is readily available.</p> <p>List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.</p> <p>Indicate whether the firm or individual attorneys within the firm represent any clients or interests in litigation or transactional matter adverse to the DISTRICT, and that potentially pose a professional conflict of interest in the firm's representation of, or association with, the DISTRICT. (Proposers immediately advise the DISTRICT in writing of any real or possible conflicts that arise after the submission of the proposal.)</p>
E.	<p>CONTRACT UNDERSTANDING Provide specific and detailed information and methods on how the work will be completed to fulfill the requirements of the contract. Include a schedule and any relevant information related to this RFP that makes the firm the most qualified.</p> <p>Proposer shall provide proof of insurance and coverage amounts for all legal malpractice and professional liability policies the firm carries.</p>
F.	FIRM EXPERIENCE Provide specific information on the firm's experience, particularly in providing legal services to special districts or local government agencies in California; and experience handling litigation matters, including areas of expertise and significant cases.
G.	CONTRACT STAFF Identify the Contract Manager and specific staff with the firm who will be utilized for meeting the requirements of the scope of services. For all contract team members, describe specific services they will perform, and clearly illustrate the applicability of the individual's background, education, and experience to their assigned role. Provide a statement of whether the primary attorney and the firm have litigated or settled any past claims related to providing similar services within the past ten years, and whether they have any current claims pending against them related to providing similar services. Provide resumes for the Contract Manager and personnel.
I.	QUALITY ASSURANCE/QUALITY CONTROL Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, showing how it will be applied to the project. Provide information on your plan to manage the schedule and budget and provide updates to the DISTRICT.
J.	EXCEPTIONS Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the DISTRICT will expect the firm will be able to sign the DISTRICT's contract and provide the required insurance and indemnification.

9. FORMAT OF COST PROPOSAL:

The firm must itemize all costs, including hourly rate for general counsel services, litigation services (including hourly rates for partners, associates, paralegals, etc.), and any direct costs chargeable to the DISTRICT, in a separate, sealed envelope, clearly marked “**Cost Proposal.**” Prices quoted shall be valid for at least one hundred and twenty (120) days following the proposal submission deadline and if an agreement is entered into as a result of this RFP, shall become fixed for the term of the agreement.

The DISTRICT shall be the sole arbiter in the determination of equality. The DISTRICT reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the DISTRICT.

10. SELECTION PROCESS, CRITERIA AND SCORING

A committee comprised of District staff and Board members will evaluate proposals based on the selection criteria described in the RFP. The committee’s top rated firms will be scheduled to interview with the Board of Directors in closed session, tentatively scheduled for December 9 - 13, 2024. The interviews may be conducted in person or via ZOOM.

Following interviews, the Board will make an award in open session. Firms should submit information sufficient for the DISTRICT to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.

Proposals will be scored on the following selection criteria:

SELECTION CRITERIA	MAXIMUM POINTS
Firm’s Background Information	20
Contract Understanding	15
Firm’s Experience and Staff	40
Quality Assurance/Quality Control	15
Office Location	10
Total Points Possible	100

11. AGREEMENT:

- A. Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next firm if the selected firm has not signed the agreement within two (2) weeks after the notification of intent to award.
- B. Execution of Contract
 - a. Upon the acceptance of a firm’s proposal, the DISTRICT will prepare and submit an agreement to the successful firm for signature. (See sample agreement, as Attachment C, which contains required contractual language).

In the event that the successful firm fails, neglects or refuses to execute the agreement within two (2) weeks after receiving a copy of the agreement from the DISTRICT, DISTRICT may

at its option terminate and cancel its action in awarding the agreement and the agreement shall become null and void and of no effect.

- b. Incorporated by reference into the agreement which is to be entered into by the DISTRICT and the successful firm pursuant to this proposal will be (a) all of the information presented in or with this proposal and the firm's response thereto, and (b) all written communications between the DISTRICT and the successful firm whose proposal is accepted.

12. REJECTION OF PROPOSALS:

The RFP does not commit the DISTRICT to award an agreement, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The DISTRICT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the DISTRICT to do so. The DISTRICT may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiation.

Any proposal submitted during this RFP process becomes the property of the DISTRICT. The DISTRICT will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

13. GENERAL CONDITIONS:

While the intent of the DISTRICT is to award the agreement to the selected firm, it reserves the right to both either withdraw and/or not award an agreement at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

Limitations

- 1) The firm should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The firm should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The DISTRICT has the authority to terminate the agreement upon written notice to the firm at any time during the period of the project if the DISTRICT finds that the firm's performance is not satisfactory.

14. LIST OF ATTACHMENTS:

Attachment A - Proposal Summary and Statement of Responsibility (signature page)

Attachment B - Certificate of Non-collusion

Attachment C - Draft Agreement for Attorney Services

Attachment D – Insurance Requirements

**ATTACHMENT A
STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

This Statement of Responsibility (Signature Page) shall be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Firm Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Email: _____

Title: _____

Phone: _____

Address: _____

Federal Tax ID: _____

RFP Contact Information (if different than above)

Contact Person: _____

Title: _____

Phone: _____

Email Address: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?

YES NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, which if falsified, shall entitle the DISTRICT to pursue any remedy authorized by law, and shall include the right, at the option of the DISTRICT, of declaring any agreement made as a result thereof to be void.

YES NO

4. Do you agree to provide the DISTRICT with any other information the DISTRICT determines is necessary for accurate determination of your qualifications to provide services?

YES NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES NO

6. Do you acknowledge receipt of any and all addenda issued for this RFP?

YES Not Applicable (No Addenda Issued)

Please list all addenda received:

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(printed name)

Signature: _____

Date: _____

**ATTACHMENT B
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certifications, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Proposer

Signature of Authorized Representative

Date

**ATTACHMENT C
DRAFT AGREEMENT FOR ATTORNEY SERVICES**

GENERAL COUNSEL SERVICES AGREEMENT

Contract No. _____

THIS AGREEMENT, is made on this **xx**th day of xx, 2024 by and between the CARMEL AREA WASTEWATER DISTRICT, hereinafter referred to as “DISTRICT” and LAW FIRM, a professional corporation, hereinafter referred to as “**XX**” or FIRM.

WHEREAS, DISTRICT desires to designate FIRM as General Counsel to represent and advise DISTRICT in all matters unique to the DISTRICT and otherwise relating to special districts and municipal governments in California.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

FIRM will discharge the duties of DISTRICT General Counsel and perform the legal services described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference, as directed by the District Manager and Board of Directors of the DISTRICT.

1.1. Responsible Attorneys.

NAME OF ATTORNEY shall be designated DISTRICT “General Counsel,” shall be responsible for the performance of services hereunder, shall personally handle all matters except as expressly authorized by the District Manager, and shall supervise any services performed by other members or employees of FIRM. General Counsel will attend all regularly scheduled DISTRICT meetings of the Board of Directors and special meetings as requested by the District Manager unless excused by the Board or District Manager or absence due to illness, or annual vacation.

1.2. General Counsel’s Responsibilities.

FIRM’s performance hereunder shall be subject to the review, direction and supervision of the District Manager and the Board of Directors; FIRM shall coordinate its services hereunder with the District Manager. All services provided pursuant to this Agreement by FIRM shall be performed to the satisfaction of the District Manager and the Board of Directors.

1.3. Performance Review and Goal-Setting

The DISTRICT shall provide annual written performance evaluations and if there are deficiencies in the performance of General Counsel or FIRM, DISTRICT shall note and suggest improvements therein. The DISTRICT and General Counsel shall annually develop mutually agreed performance goals and criteria which the DISTRICT shall use in reviewing the performance of General Counsel and FIRM in the following year. Such performance evaluations shall be delivered to General Counsel on or about the anniversary of the Effective Date of this Agreement.

2. TERM OF AGREEMENT.

2.1. The services of FIRM are to commence upon the effective date of this Agreement and shall be undertaken and completed with professional skill and care.

2.2. Subject to prior termination under section 6 as hereinafter provided, the term of this Agreement shall be for a period of **2** years, commencing on **DATE** (the "Effective Date") and ending on **DATE** (the "Termination Date").

2.3. If FIRM is not in default, as defined in Section 6 hereunder, upon termination of the original term of this Agreement, either party shall have the right to negotiate an extension to the term for an additional two years. Each party shall give the other party written notice of its intention to exercise its right to such extension at least 90 days prior to the expiration of the original term of the Agreement. Upon expiration of a two year extension, either party shall have the right to negotiate one additional two-year extension. The default and notice requirements in this section apply to the original term and all extensions. Terms and conditions for any extension of this Agreement shall be subject to "good faith" negotiations by the parties hereto and shall be agreed upon before said extended terms shall commence.

3. COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENTS.

3.1. Compensation.

Fees for all legal services and reimbursements provided hereunder shall be charged in accordance with FIRM's Cost Proposal submitted to DISTRICT, dated **DATE** which is attached hereto as Exhibit "B" and incorporated herein by reference, but shall not in any case exceed the approved budget for legal services by FIRM. Exhibit "B" may be amended, from time to time, to alter fees and charges applicable hereto provided that said letter agreement is duly signed and approved by the District Manager.

3.2. Reimbursement.

The DISTRICT will reimburse FIRM for the following expenses and those provided by Exhibit "B," and for no other expenses: Printing, copying costs (for legal documents and file materials, but not library materials), postage (including express mail delivery charges), computer research support services in an amount not to exceed 15% of the total fees for all legal services (e.g., Westlaw, LEXIS or computer time or services), and reasonable travel. Any other expense must be approved by the District Manager in writing and in advance in an approved budget. No compensation shall be allowed for expenses not itemized in an approved budget, including without limitation, word processing (normal or overflow secretarial time or overtime, or computer time or service), or any other expense. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.

3.3. Expense Control.

FIRM shall use all available means, consistent with sound professional practices and the exercise of reasonable judgment, to limit and minimize expenses incurred during the performance of this Agreement. Specifically, but without in any way limiting the duty set forth in this section, FIRM shall be limited to travel expenses which are the lesser of actual expenses or such expenses as would be authorized for employee travel pursuant to DISTRICT policy. FIRM shall not charge for more than one attorney at any meetings of any kind without advance approval of the District Manager.

3.4. Method of Billing.

FIRM shall provide monthly bills in the form specified herein. Unless otherwise agreed, the following information must be provided in monthly bills:

- 3.4.1. A detailed description of work, in time increments of 0.1 hour (one tenth of an hour) for and by each and every individual billing services. FIRM shall keep the DISTRICT advised regarding the identity and the billing rates of those people who work on the project account.
- 3.4.2. Identification of the lawyer who is in charge of the matter.
- 3.4.3. Reasonably detailed disbursement breakdowns.
- 3.4.4. Each billing item will be separately stated on a separate line identifying the attorney, the time spent and the exact nature of the service rendered.
- 3.4.5. When charges are made for meetings, the specific reason for each meeting will be stated.

- 3.4.6. When charges are made for research time, the specific issue being researched and the need for the research will be identified. The DISTRICT has retained FIRM for its expertise, and therefore expects not to be billed for introductory or background research.
- 3.4.7. The DISTRICT expects the attorney assigned to a project to handle all significant matters on the project. The District Manager must approve in advance the assignment of other attorneys to the project. The DISTRICT may request that the assigned work be instead handled by the primary attorney. Only those attorneys approved by the DISTRICT may bill on the project. The firm will include a running total for charges on each project.
- 3.4.8. No more than two support staff or paraprofessionals will bill on a particular project without the prior approval of the DISTRICT.
- 3.4.9. The District Manager reserves the right to request various levels of detail and specific reporting formats (such as columnar comparisons with established budgets).

3.5. Timing of Payment.

The DISTRICT shall pay FIRM for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis in accordance with the monthly statements, as approved by the District Manager.

3.6. Budget Evaluation.

Nine months after the Effective Date of this Agreement, the Parties will reevaluate the fee structure, in light of the DISTRICT's demand for legal services, to determine if the fee structure is allowing the DISTRICT the level of service it requires within its budgetary constraints.

4. PROJECT PLANNING AND BUDGETING.

FIRM shall comply with project planning and budgeting procedures as may be established from time to time by the District Manager in the exercise of their sole discretion. The general framework of the legal planning and budgeting procedures is as follows:

4.1. Budget.

- 4.1.1. FIRM shall provide to the District Manager an overall project approach and an estimate of costs for actions to be taken to fulfill the tasks within "Exhibit A-Scope of Services" or any special services falling outside the scope of Exhibit A. Upon request by the District Manager, FIRM shall provide an estimate of the attorneys' hours and fees and disbursements for particular tasks to be performed by FIRM.

4.1.2. FIRM shall provide an exact account of attorneys' hours and fees as they relate to the tasks under "Exhibit A-Scope of Services" or any special services falling outside the scope of Exhibit A within invoices submitted to the District Manager.

4.2. Project Plan.

4.2.1. Upon request by the District Manager, and prior to initiating any special services that are not covered by "Exhibit A-Scope of Services," FIRM will summarize the approach to an assigned task (in a form acceptable to the District Manager). The approach will serve as an initial evaluation (before substantial costs are incurred) and shall include anticipated total costs and the primary issues to be covered.

4.2.2. The District Manager shall be consulted regarding, and must approve, the identity and number of attorneys or staff assigned to particular projects, and any proposed changes.

4.2.3. FIRM shall not bill for any special services falling outside the scope of Exhibit A without first obtaining written approval from the District Manager.

5. ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS OR EXPERTS.

FIRM will not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written authorization of the District Manager.

6. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

6.1. The DISTRICT shall have the right, at any time in its best judgment, with or without reason or cause, to terminate this Agreement upon written notice to FIRM, which will be effective upon the date specified in the notice, and to obtain new General Counsel, or take such other steps, as DISTRICT deems proper. In the event that this Agreement is so terminated, DISTRICT shall pay to FIRM the rates, fees and charges accrued for satisfactory work to the time of termination.

6.2. Under this Agreement, FIRM will be deemed in default if FIRM: (a) fails to perform the service(s) within the specified time period; or (b) fails to perform any of the provisions contained in this Agreement; or (c) fails to make adequate progress in any matter so as to endanger the performance of this Agreement's terms.

6.3. The DISTRICT shall be entitled to electronic and written copies of files maintained concerning this representation and to the return of all documents submitted to FIRM.

6.4. The FIRM shall have the right, at any time, with or without reason, but subject to an obligation to give notice in writing to the DISTRICT at least ninety days prior to termination, to terminate this Agreement, subject to the FIRM's ethical obligations to allow the DISTRICT sufficient notice to arrange alternative representation. FIRM agrees to cooperate fully in any such transition, including the transfer of files.

7. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY.

No member of the governing body of the DISTRICT, and no other officer, employee or agent of the DISTRICT who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

8. INTEREST OF COUNSEL.

FIRM agrees to secure the informed written consent of the District Manager before accepting any representation adverse to the DISTRICT (actual or apparent) during the term of this Agreement, and to forego such representation if the District Manager, in their sole discretion, objects for any reason.

9. GENERAL PROCEDURES.

Copies of major research memoranda, reports on significant developments and quarterly status reports shall be submitted to keep the District Manager advised of any actions. Copies of such materials shall also be provided in a convenient machine-readable format, which is compatible with the District Manager's word processing and computer systems, e.g., Microsoft Word.

10. CONFLICT OF INTEREST.

FIRM certifies that no member, officer or employee of FIRM is an officer or employee of the DISTRICT or its Board of Directors.

11. MAINTENANCE AND INSPECTION OF RECORDS.

11.1. Audits.

The DISTRICT and its authorized auditors or representatives shall have access to, and the right to audit and reproduce any of FIRM's records pertaining to services performed under this Agreement to the extent that DISTRICT deems necessary to ensure that DISTRICT is paying only the amounts to which FIRM is properly entitled.

11.2. Records.

FIRM shall maintain and preserve all such records for at least three (3) years after termination of the Agreement. Upon written notice by the DISTRICT, the FIRM shall promptly make all such records available to auditors or other representatives of the DISTRICT.

12. INDEMNIFICATION.

FIRM agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the DISTRICT, its Board of Directors and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of project) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of any performance by FIRM under this Agreement, or any acts, errors or omissions (including, without limitation, professional negligence) of FIRM, its employees, representatives, subcontractors, or agents in connection with the performance of this Agreement. This Agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract, tort, or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, FIRM and its employees or agents, and members of the general public.)

13. INSURANCE.

FIRM shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, FIRM immediately shall notify DISTRICT and cease all performance under this Agreement until further directed by the DISTRICT.

13.1. General Liability.

General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required.

13.2. Professional Liability.

Professional errors and omissions coverage in a sum of at least \$1,000,000. If a claims-made policy is obtained, a "tail" of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

13.3. Workers' Compensation.

FIRM shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following ways: A) Provide copy of permissive self-insurance certificate approved by the State of California; or B) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and employer's liability insurance with a minimal limit of \$1,000,000 per accident; or C) Provide a waiver from certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

13.4. Business Automobile Liability.

Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

13.5. Thirty Day Notice.

Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to DISTRICT.

13.6. Rating.

Insurance shall be placed with insurers with a Best Key Rating Guide rating of no less than A:VII which are admitted to transact insurance business in the State of California.

13.7. Certificates.

Prior to commencement of performance, FIRM shall furnish DISTRICT with a certificate of insurance for each General Liability policy concerning FIRM's performance under subsection 13.1 of this Agreement. Each certificate is to be signed by a person authorized by insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by DISTRICT. DISTRICT may require complete, certified copies of any or all policies at any time.

14. NONDISCRIMINATION.

- 14.1. As set forth by law, no discrimination will be made in the employment of any person under this Agreement because of the age, race, color, national origin, ancestry, religion, disability, sexual orientation or gender of that person. If the value of this Agreement is, or may be, Five Thousand Dollars (\$5,000) or more, FIRM agrees to meet all requirements pertaining to nondiscrimination in employment, including completing the requisite form furnished by the DISTRICT and set forth in Exhibit "C".
- 14.2. FIRM agrees that each contract for services with an independent provider will contain a provision substantially as follows:
- "[Name of Provider] will provide FIRM with a certificate stating that [Name of Provider] is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment; and that [Name of Provider] will not discriminate in the employment of any person under this contract because of the age, race, color, national origin, ancestry, religion, disability, sexual orientation or gender of such person."
- 14.3. If FIRM is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, DISTRICT will have the power to cancel or suspend this Agreement, in whole or in part. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or office will constitute evidence of a breach of this Agreement.

15. INDEPENDENT CONTRACTOR

FIRM and any agent or employee of FIRM shall act in an independent capacity and not as officers or employees of the DISTRICT. The DISTRICT assumes no liability for FIRM's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for FIRM. FIRM shall not have authority to act as an agent on behalf of the DISTRICT beyond that created by the attorney-client relationship. FIRM acknowledges that it is aware that because it is an independent contractor and the DISTRICT is making no deductions from its fee and is not contributing to any fund on its behalf. FIRM disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

16. ARBITRATION OF FEE DISPUTE.

If a dispute arises between FIRM and DISTRICT regarding attorney's fees under this Agreement and FIRM filed suit in any other court other than small claims court, DISTRICT will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event FIRM must submit the matter to such arbitration.

17. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

If to DISTRICT:

Barbara Buikema, District Manager
Carmel Area Wastewater District
3945 Rio Road
P.O. Box 221428
Carmel, CA 93923

If to FIRM:

NAME OF ATTORNEY
NAME OF FIRM
ADDRESS

18. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.

The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement the day and year first above written.

Approved:

DISTRICT

FIRM

Carmel Area Wastewater District

Signature

Signature

Print Name _____

Title _____

ATTEST: _____

Domine Barringer, Clerk of the Board

EXHIBIT A – SCOPE OF SERVICES

FIRM shall provide the following general legal services to the DISTRICT:

1. Advise the Board of Directors, District Manager, and District Staff regarding issues related to wastewater law, recycled water, contracts related to operations, and labor and employment law;
2. Advise the Board of Directors, District Manager, and District Staff on commencement and defense of litigation regarding all aspects of the District's operations; and litigate such matters as directed and agreed upon pursuant to Section 4.2 of the Agreement;
3. Advise the Board of Directors, District Manager, and District Staff regarding the Ralph M. Brown Act, parliamentary procedures for meetings, and conflicts of interest;
4. Advise the Board of Directors, District Manager, and District Staff regarding changes in federal, state, and local laws affecting the District's operations;
5. Prepare and/or review all ordinances, resolutions, routine contracts, joint powers agreements, and other routine legal documents entered into or considered by the DISTRICT;
6. Research, draft, and submit legal opinions to the Board of Directors, District Manager, and District Staff regarding all aspects of the District's operations, as requested by the District Manager and/or the Board of Directors;
7. Confer with the District Manager and recommend for approval from time to time Special Counsel to the DISTRICT when special legal expertise is needed for a particular matter; provided, however, that FIRM may not engage outside counsel without written approval from the District Manager;
8. Administer contracts the DISTRICT has with outside Special Counsel, as directed by the DISTRICT (except where precluded from doing so by virtue of a conflict of interest, or where otherwise agreed to by the parties) including supervision of Special Counsel, control of hours and billings by outside Special Counsel, and ensuring regular reports to the DISTRICT regarding the progress on outside Special Counsel's work.
9. Attend all regular and special meetings of the Board of Directors, including closed session meetings as authorized by the Ralph M. Brown Act, and other meetings as needed (e.g. Pension meetings); after obtaining District Manager's approval, General Counsel may attend all such meetings in telephonically or via video call;
10. Promptly respond to communications from the Board of Directors, District Manager, and District Staff;
11. Perform other duties as assigned from time to time by the Board of Directors, District Manager, and District Staff;
12. Prepare timely reports to the Board on relevant legal matters that come from either the CASA attorneys group or the State Legislature.
13. Complete legal review of all agenda items in conformance with the schedule

prepared by the Clerk of the board each year.

14. Confer with the District Manager and the Board of Directors yearly for the purpose of crafting a legislative platform that is used to prepare advocacy on pending legislation.
15. Prepare a legislative report as needed to keep the Board abreast of issues arising from significant legislative items, court decisions, and agency actions.
16. Maintain an inventory of legal opinions provided to District staff to assure consistency and eliminate redundancy.
17. Appear at and participate in the annual goal setting sessions of the DISTRICT.
18. Counsel shall annually provide as an attorney-client privileged document to the District Manager and the Board of Directors, an analysis of compliance by the DISTRICT with applicable federal, state, local and agency requirements. This will be accomplished through an annual meeting with the management staff where each department head will present the regulations their portion of the DISTRICTS' operation is subject to, and the documentation to verify compliance. This will include but not be limited to NPDES Permits for both wastewater and stormwater, air quality standards, hazardous materials disposal, SDS documentation, Fish and Wildlife permits, Public Records Act compliance, personnel regulations, insurance and risk reduction, and CEQA documentation for projects and/or programs. To the extent possible, FIRM and the District Manager shall thereafter present to the Board of Directors a report on compliance and the District Manager will prepare an estimate of costs necessary to obtain compliance should that become necessary.
19. Perform such other or additional general legal services as may be requested by the DISTRICT, acting by and through the Board of Directors or the District Manager.

EXHIBIT B — FEES

1. Except as provided herein, fees for all legal services and reimbursements provided in this Agreement shall be charged in accordance with FIRM's Cost Proposal submitted to DISTRICT, dated December 19, 2024 attached hereto and incorporated herein by reference. Exhibit "B" may be amended, from time to time, to alter fees and charges applicable hereto provided that said letter agreement is duly signed and approved by the District Manager.
2. As provided in the Cost Proposal, FIRM will provide DISTRICT all general services identified in Exhibit "A" for a fixed monthly fee. Matters not included within the scope of general services, as described in Exhibit "A," will be classified as special services and will be billed at an hourly rate. Prior to commencing any special services, FIRM will provide the District Manager with a description of the services and a proposed budget in accordance with section 4 of the Agreement, and will not commence with those services without first obtaining approval from the District Manager.
 - 2.1. General Services will be provided at a fixed monthly rate of **\$RATE**.
 - 2.2. Special services will be billed at FIRM's standard rates capped at **\$RATE** per hour.
3. The hourly rates for representation of the DISTRICT in administrative proceedings before a regulatory agency or in court proceedings shall be determined by the Board of Directors for each such matter.
4. DISTRICT will reimburse FIRM \$0.50 per page for color copies and \$0.20 per page for facsimile transmissions.
5. In the event of a conflict between the FIRM's Cost Proposal and the Agreement, the terms of the Agreement shall prevail.

[Attach Cost Proposal]

EXHIBIT C

CERTIFICATION OF NONDISCRIMINATION

SECTION 410

Certification of Nondiscrimination: As suppliers of goods or services to the DISTRICT to, the firm and individuals listed below certify that they do not discriminate in employment with regards to age, race, color, religion, sex, national origin, ancestry, disability or sexual orientation; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: _____ Date: _____

Title of Officer Signing: _____

Signature: _____

ATTACHMENT D

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

NOTE to Agencies: Please see the section on The Myth of "Following Form" Excess Limits Insurance Policies in chapter 2 for additional explanatory information on this very common Excess policy problem that needs to be verified and corrected.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the Contractor's policy that the Named Insured Contractor (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR in order to trigger coverage, it is necessary to include the Contract provision requirement above

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESOLUTION NO. 2024-69

A RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR
PROPOSAL FOR DISTRICT LEGAL COUNSEL.

-oOo-

WHEREAS, the District requires the services of legal counsel to provide legal representation to the District's Board of Directors and District Staff; and

WHEREAS, the Request for Proposals will be on file at the District and has been discussed this date with the Board of Directors.

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

1. That the Request for Proposals is hereby authorized for bidding.
2. The sealed proposals are hereby called for with regard to the aforesaid Project.
3. That the Secretary of the Board of Directors is hereby directed to publish a Notice requesting bids for the "District Legal Counsel" once a week for two consecutive weeks in a newspaper of general circulation published in the District. Said publications shall not be less than five days apart and the first publication shall be at least ten days before the date which is fixed for the opening of bids.
 - a. The Board shall appoint two directors to interview candidates for legal counsel during December 9 – 13, 2024.
 - b. The candidate(s) will be brought to the full board for approval at the December 19, 2024 board meeting.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on October 31, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Ken White. President of the Board

ATTEST:

Domine Barriner, Board Clerk

General Manager Comments

Other Items Before The Board

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: October 31, 2024

Subject: Pebble Beach Community Services District (PBCSD)- Regular Board Meeting on September 27, 2024

DISCUSSION

Agenda items from September 27, 2024, meeting that are of specific interest to this District:

- Total cash balance at the end of August 2024 was \$30.6M; of that \$19.9M 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.
- Total revenues through August 2024 in the cash-based budget were \$376K or 1% of the FY2024-25 budget. Total expenditures were \$1.7M or 6% of budget.
- The Board accepted the Board of Supervisors Report of Investments for the quarter ending June 30, 2024.
- The Board received an update on the District's Unfunded Liability and Public Agency Retirement Services (PARS) Trust.
- Approximately 50.6 million gallons (MG) or 153 Acre Feet (AF) of recycled water is stored in Forest Lake, which represents 44% of permitted capacity. The storage volume is 19% higher than the historic average of 42 MG or 129 AF.
- Average daily wastewater flow of 406,000 gallons per day (GPD) was measured in August at the PBCSD-Carmel gate. This represents 31% of the total monthly flow at the CAWD treatment facility. The measured PBCSD flows were 11% above the five-year average of 366,000 gpd for August. The CAWD flows were 9% above the five-year average of 1,179,000 GPD for August.

- Total irrigation water demand for the 2024 calendar year through August was 650AF. Total demand for the calendar year is 7% above the last year’s end of August total to-date demand of 608 AF. The month of August reflected a net storage decrease of 15M gallons compared to a net loss of 15M gallons from August of the prior year.
- All seven diversion facilities are diverting an average of 55,000 GPD to the wastewater collection system as of September 19th. Total calendar year alternative reclaimed water diversion is 11,334,331 GPD through September 19th.
- The Board adopted a resolution approving an agreement with E2 Consulting Engineers to provide design and bid-phase services required for Seal Rock Pump Station Rehabilitation Project for an amount not to exceed \$485K.
- The Board adopted a resolution authorizing a contract with All Star Painting & Maintenance, Inc. to perform exterior painting of the District’s Building Facilities for a total amount not to exceed \$95K.
- Average daily wastewater flows measured in million gallons per day (MG) show:

MONTH	TOTAL	CAWD FLOW	PBCSD FLOW	PBCSD
July - 24	39.815	26.784	13.031	32.729%
August - 24	39.961	27.385	12.576	31.471%
Total	79.776	54.169	25.607	32.098%

FUNDING

Informational item only

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: October 31, 2024

Subject: Pebble Beach Community Services District (PBCSD)- Regular Board Meeting on October 25, 2024

DISCUSSION

Agenda items from October 25, 2024, meeting information that are of specific interest to this District:

- Total cash balance at the end of September 2024 was \$29.8M; of that \$19.4M 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.
- Total revenues through September 2024 in the cash-based budget were \$862K or 3% of the FY2024-25 budget. Total expenditures were \$3.0M or 10% of budget.
- Approximately 49 million gallons (MG) or 150 Acre Feet (AF) of recycled water is stored in Forest Lake, which represents 43% of permitted capacity. The storage volume is 32% higher than the historic average of 37 MG or 114 AF.
- Average daily wastewater flow of 373,000 gallons per day (GPD) was measured in September at the PBCSD-Carmel gate. This represents 32% of the total monthly flow at the CAWD treatment facility. The measured PBCSD flows were 10% above the five-year average of 340,000 gpd for September. The CAWD flows were 6% above the five-year average of 1,109,000 GPD for September.
- Total irrigation water demand for the 2024 calendar year through September was 762 AF. Total demand for the calendar year is 8% below the 5-year average of 828 AF through September. The month of September reflected a net storage decrease of 6M gallons compared to a net loss of 8M gallons from September of the prior year.

- All seven diversion facilities are diverting an average of 49,000 GPD to the wastewater collection system as of October 17th.
- Cathodic protection engineer Corrpro performed initial commissioning service of the new rectifier in late September. Corrpro will return to CAWD in late October to assess system performance and close out commissioning.
- The Board approved a resolution to provide engineering design and bid-phase services required for Highway 68 Pump Station (P-4 Rehabilitation Project for an amount not to exceed \$155K).
- The Board approved the first amendment to the Agreement for Use of Wastewater Treatment Facilities between the CAWD and the PBCSD.
- Average daily wastewater flows measured in million gallons per day (MG) show:

MONTH	TOTAL	CAWD FLOW	PBCSD FLOW	PBCSD
July – 24	39.815	26.784	13.031	32.729%
August – 24	39.961	27.385	12.576	31.471%
September - 24	35.109	23.926	11.183	31.852 %
Total	114.885	78.095	36.79	32.023%

FUNDING

Informational item only

STAFF REPORT



To: Board of Directors

From: Barbara Buikema, General Manager

Date: October 31, 2024

Subject: Special Districts Association of Monterey County – October 15, 2024

DISCUSSION

The meeting was called to order by President Kathleen Lee. Prior to breaking for dinner, she mentioned the Special District Grant Accessibility Act will be taken up by Congress and asked that we voice our support. This would codify into federal law for the first-ever, a formal definition of “special district”. This would direct federal agencies to recognize special districts as local governments for the purpose of ensuring that districts are eligible to receive federal assistance, including funding and resources through key grant programs.

After the meal Rupa Shah, Monterey County Auditor Controller was introduced, and she gave a presentation on the Educational Revenue Augmentation Fund (ERAF) and the Implications to Special Districts in Monterey County.

It is distributed to non-basic aid schools and reduces the state’s funding obligations for K-14 education. The source of this funding is local non-school taxing jurisdictions’ property tax.

The California constitution requires the state guarantee that schools and community colleges receive annual minimum funding level under Prop 98 (1988). The ERAF was created in 1992 during the state’s budget crisis since the state was unable to meet its obligations to fund education at specified levels. The reallocation of property taxes from counties, cities, and special districts are a permanent part of the tax allocation process.

Prop 13 (1978) limited tax rate for each individual property to 1% exclusive of bonded indebtedness. Local jurisdiction’s property tax is their share of the 1% property tax minus property taxes shifted to ERAF. Two permanent shifts of property taxes occurred in 1992-93 and 1993-94.

Prop 1A passed on November 2, 2004 was an attempt to protect local money going forward. It prohibits transfers to state government for statewide use of local government revenues.

In Monterey County roughly 61% of property taxes go toward funding schools. The County receives 15%, and special district receive 10%. In fiscal year 2023-24 the total amount shifted from the County of Monterey, cities, and special districts totaled \$129M. The average percent of local property tax revenue shifted from the County of Monterey, cities and special districts for the past four fiscal years is about 14.69%.

For fiscal year 2022-23 school districts within the County of Monterey had a minimum funding guarantee of \$997M. Property tax revenue and ERAF provided \$407M of the minimum funding guarantee, a total of \$1.4B. The remaining balance due is made up from the State General Fund. There is no excess ERAF in Monterey County since most school districts in the County require State funding to meet their minimum funding guarantee.

Nick Becker, Mary Ann Leffel, and Jeff Cecilio were appointed to the Nominating Committee for 2025 Officers.

A vote was taken to return to Bayonet and Black Horse for future meetings.

Vince Ferrante reported on approval of financing for Marina Coast Water District from CSDA. The CSDA Conference August 25-28, 2025 will be held in Monterey.

Kate McKenna (reported by Mary Ann Leffel) reported Local Area Formation Commission (LAFCO) is working on the final conservation easement for Glory Road in the City of Gonzales. The Municipal Service Review is nearing completion for the seven Peninsula cities, San Lucas County Water District, and San Ardo Water District.

STAFF REPORT



To: Board of Directors
From: Patrick Treanor, District Engineer
Date: October 31st, 2024
Subject: Lab Accreditation Update

RECOMMENDATION

Receive Report- Informational only; no action required.

DISCUSSION

This report is an update on the District's progress towards seeking renewed accreditation under the Environmental Laboratory Accreditation Program (ELAP) administered by the State Water Resources Control Board (SWRCB).

The SWRQB adopted new lab accreditation standards that have significantly raised the bar toward obtaining accreditation for performing laboratory analysis for regulatory reporting. Carmel Area Wastewater District (CAWD) staff are currently working on significant improvements to the laboratory processes and procedures to meet the new standards. The current accreditation for the laboratory will expire in December of this year, before CAWD will be able to secure renewed accreditation. We are hoping to be ready to apply for renewed accreditation under the new standard in about 18 months.

Ideally the necessary work to achieve the new ELAP accreditation would have started in 2023, which would have given enough time to complete the work before the current accreditation expired. However, 2023 was a difficult year for the lab due to significant turnover and gaps in staffing levels. A lab analyst left in February of 2023 and we weren't able to hire a new analyst until June of 2023. Another analyst left in July of 2023 to go on extended leave, but decided in January 2024 not to return. It wasn't until April of 2024 that the lab finally returned to having 3 full time staff members. Having these gaps in personnel impacted the ability to properly prepare for the new ELAP requirements. With a staff of only 3 in the lab a loss of one employee makes a big difference.

After the accreditation expires in December of this year CAWD will continue to conduct lab analysis for internal purposes of optimizing plant operation, but CAWD will not be able to use analysis results generated in our lab for reporting permit compliance parameters to the Regional Water Quality Control Board (RWQCB). Instead, the lab will be sending permit compliance samples to contract labs, which has consistently been done in the past for a variety of highly specialized analyses required by our permit on a monthly, quarterly, and semi-annual basis. It is normal practice to send samples to contract labs for analysis, and while working on the renewed accreditation, this practice will be done more frequently (daily basis).

A concerted and focused effort is underway to work on the improvements necessary to be successful in obtaining accreditation under the new ELAP requirements. See attached CAWD Lab ELAP schedule showing the necessary work spanning over the next 18 months. Part of the reason it will take 18 months is that lab staff must continue performing day-to-day functions to support the District's ongoing compliance with our ocean discharge permit and reclaimed water permit. Staff ranging from the General Manager, Engineering, Operations, and Maintenance are all assisting in this collective effort in various ways. But Lab staff must take on the lion's share of the work, while also juggling regular lab duties.

Staff hopes that the ELAP accreditation process, while difficult in the near term, will bring about positive changes that will enhance the District's operations for years to come.

FUNDING

N/A Information Only

Attachment:

1. CAWD Lab ELAP Accreditation Schedule

ID	Task Name	Duration	Start	Finish	Resource Names	Predecessors	Half 1, 2025							Half 2, 2025							Half 1, 2026							Half 2, 2026						
							O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S				
1	CAWD Lab ELAP Accreditation	393 days	10/11/24	4/14/26			[Gantt Chart]																											
2	Quality Manual	259 days	10/11/24	10/8/25			[Gantt Chart]																											
3	Request MBAS' Quality Manual	1 day	10/11/24	10/11/24	Carla		[Gantt Chart]																											
4	Initial draft Quality Manual	35 days	10/11/24	11/28/24	Jeff		[Gantt Chart]																											
5	Review Quality Manual	5 days	11/29/24	12/5/24	Carla	4	[Gantt Chart]																											
6	Finalize Quality Manual	10 days	9/25/25	10/8/25	Carla	89	[Gantt Chart]																											
7	SOPs	79 days	10/14/24	1/30/25			[Gantt Chart]																											
8	Request SOPs from Watsonville	30 days	10/14/24	11/22/24	Carla	3	[Gantt Chart]																											
9	Table 101: Microbiology in Drinking Water	10 days	12/6/24	12/19/24	Carla	8,5	[Gantt Chart]																											
12	Table 107: Microbiological Methods for Non-Potable Water and Sewage Sludge	15 days	12/20/24	1/9/25	Carla	9	[Gantt Chart]																											
16	Table 126: Microbiological Methods for Ambient Water	15 days	1/10/25	1/30/25	Carla		[Gantt Chart]																											
20	Table 108: Inorganic Constituents in Non-Potable Water	20 days	11/29/24	12/26/24	Alex/Ray		[Gantt Chart]																											
28	Bench Sheets	65 days	12/27/24	3/27/25			[Gantt Chart]																											
29	Table 101: Microbiology in Drinking Water	10 days	1/31/25	2/13/25	Carla		[Gantt Chart]																											
32	Table 107: Microbiological Methods for Non-Potable Water and Sewage Sludge	15 days	2/14/25	3/6/25	Carla	29	[Gantt Chart]																											
36	Table 126: Microbiological Methods for Ambient Water	15 days	3/7/25	3/27/25	Carla	32	[Gantt Chart]																											
40	Table 108: Inorganic Constituents in Non-Potable Water	20 days	12/27/24	1/23/25	Alex/Ray	20	[Gantt Chart]																											
48	Method Detection Limits	85 days	3/28/25	7/24/25			[Gantt Chart]																											
49	Create bench sheets for MDL Tests	10 days	3/28/25	4/10/25	Carla	39	[Gantt Chart]																											
50	Table 101: Microbiology in Drinking Water	10 days	4/11/25	4/24/25	ALL LAB	49	[Gantt Chart]																											
53	Table 107: Microbiological Methods for Non-Potable Water and Sewage Sludge	15 days	4/25/25	5/15/25	ALL LAB	50	[Gantt Chart]																											
57	Table 126: Microbiological Methods for Ambient Water	15 days	5/16/25	6/5/25	ALL LAB	53	[Gantt Chart]																											
61	Table 108: Inorganic Constituents in Non-Potable Water	35 days	6/6/25	7/24/25	ALL LAB	57	[Gantt Chart]																											
69	Initial Demonstrations of Capability	83 days	6/2/25	9/24/25			[Gantt Chart]																											
70	Prepare Forms for DOC Tests	15 days	6/2/25	6/20/25	Carla		[Gantt Chart]																											
71	Table 101: Microbiology in Drinking Water	22 days	7/25/25	8/25/25	ALL LAB	61	[Gantt Chart]																											
74	Table 107: Microbiological Methods for Non-Potable Water and Sewage Sludge	22 days	7/25/25	8/25/25	ALL LAB	61	[Gantt Chart]																											
78	Table 126: Microbiological Methods for Ambient Water	22 days	7/25/25	8/25/25	ALL LAB	61	[Gantt Chart]																											
82	Table 108: Inorganic Constituents in Non-Potable Water	22 days	8/26/25	9/24/25	ALL LAB	74	[Gantt Chart]																											
90	Performance Tests	106 days	7/1/25	11/25/25			[Gantt Chart]																											
91	Schedule and Order PTs with ERA Waters	15 days	7/1/25	7/21/25	Carla		[Gantt Chart]																											
92	Table 101: Microbiology in Drinking Water	22 days	9/25/25	10/24/25	Carla	82	[Gantt Chart]																											
95	Table 107: Microbiological Methods for Non-Potable Water and Sewage Sludge	22 days	9/25/25	10/24/25	Carla	82	[Gantt Chart]																											
99	Table 126: Microbiological Methods for Ambient Water	22 days	9/25/25	10/24/25	Carla	82	[Gantt Chart]																											
103	Table 108: Inorganic Constituents in Non-Potable Water	22 days	10/27/25	11/25/25	Ray	95	[Gantt Chart]																											
111	Document Management	100 days	10/11/24	2/27/25			[Gantt Chart]																											
112	Equipment calibration and maintenance records	100 days	10/11/24	2/27/25	Patrick		[Gantt Chart]																											
113	Subcontract lab PT/DMR-QA results	100 days	10/11/24	2/27/25	Carla		[Gantt Chart]																											
114	Permit COCs	100 days	10/11/24	2/27/25	Patrick		[Gantt Chart]																											
115	Training	0 days	3/1/25	3/1/25			[Gantt Chart]																											
116	Data Integrity Training	0 days	3/1/25	3/1/25	Carla		[Gantt Chart]																											
117	Application Submittal	100 days	11/26/25	4/14/26			[Gantt Chart]																											
118	Schedule IAS Audit	20 days	11/26/25	12/23/25	Carla	103	[Gantt Chart]																											
119	IAS Audit	20 days	12/24/25	1/20/26	Carla	118	[Gantt Chart]																											
120	IAS CAP	20 days	1/21/26	2/17/26	Jeff	119	[Gantt Chart]																											
121	IAS CAP Response	20 days	2/18/26	3/17/26	IAS	120	[Gantt Chart]																											
122	Submit ELAP Application to RWQCB	20 days	3/18/26	4/14/26	Carla	121	[Gantt Chart]																											

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

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, November-2024, at 9:30 a.m. – There is no PBSCD meeting .
Friday, December 13, 2024, at 9:30 a.m. – Director Siegfried is scheduled to attend.

Special Districts Association (SDA) of Monterey County – The next SDA meeting is scheduled for:
Tuesday, January (TBD), 2025, at 6:00 p.m. –Director Cole is scheduled to attend.
Tuesday, April (TBD), 2025, at 6:00 p.m. –President White is scheduled to attend.

Reclamation Management Committee (RMC) Meeting – The next RMC meeting is scheduled for:
Tuesday, November 12, 2024, at 9:30 a.m. President White and Director Rachel are scheduled to attend.

CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the Board of Directors July adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations, or to confer with the District's Meyers-Milias-Brown representative.*

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|-----------|---|
| A. | Public Employee Performance Evaluation:
Pursuant to Government Code Section 54957.6 the Board will meet in closed session to consider a Personnel Matter: General Manager Performance Evaluation |
|-----------|---|

Note: District Legal Counsel will report out concerning any reportable action taken in the closed session in open session

Reconvene Into Open Session

Adjournment