

RESOLUTION NO. 2026-07

**APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
BELMONT AND THE MID-PENINSULA WATER DISTRICT REGARDING
APPLICATION OF TRENCH AND PAVING STANDARDS**

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MID-PENINSULA WATER DISTRICT

WHEREAS, the City was incorporated in 1926, and the District was formed in 1929. During their 96-year co-existence, both agencies have had a cooperative relationship with each other, working towards the benefit of the same thriving community; and

WHEREAS, in recent years, the City Public Works staff and District staff have been holding quarterly meetings to better coordinate our projects to better serve and apply tax- and ratepayer funds.; and

WHEREAS, the attached Memorandum of Understanding (MOU) was negotiated between the City of Belmont Public Works staff and District staff; and

WHEREAS, the MOU documents agreement on the use of District trench standards for District projects, a process for applying pavement requirements during the design phase for District capital projects, and a process for applying pavement requirements to for emergency repairs by the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Mid-Peninsula Water District hereby authorizes the District General Manager to sign the agreed upon Memorandum of Understanding Between the City of Belmont and the Mid-Peninsula Water District Regarding Application of Trench and Paving Standards, which is provided as an attachment to this Resolution.

PASSED AND ADOPTED this 26th day of February 2026, by the following vote:

AYES: 5

NOES: 0

ABSTENTIONS: 0

ABSENT: 0



PRESIDENT, BOARD OF DIRECTORS
Mid-Peninsula Water District

ATTEST:



DISTRICT SECRETARY

**Memorandum of Understanding Between the City of Belmont
and the Mid-Peninsula Water District
Regarding Application of Trench and Paving Standards**

This Memorandum of Understanding (“MOU”) is entered into as of [Date], by and between the City of Belmont, a municipal corporation (“City”) and Mid-Peninsula Water District, a public agency (“District”). The City and District are collectively referred to as the “Parties.”

The City was incorporated in 1926, and the District was formed in 1929. During their 96-year co-existence, both agencies have had a cooperative relationship with each other, working towards the benefit of the same thriving community. In recent years, the City Public Works staff and District staff have been holding quarterly meetings to better coordinate our projects in various ways, including where possible, completing District water main replacements in advance of City street paving projects in the same areas, to better serve and apply tax- and ratepayer funds. In the spirit of our collaborative relationship and our commitment to serving the same community, the Parties have agreed to three items on the application of the City’s trench and paving standards to District Projects.

Agreement Item 1 – Trench Standards

WHEREAS, the City implemented a new utility trench standard in 2020, which differs in selected ways from the District’s own trench standards that were established in 2011.

WHEREAS, historically, any defect or deterioration in a trench or paved area resulting from a District project or repair located in a City-maintained street has been promptly resolved by the District in a timely manner.

WHEREAS, the Parties have worked together over the last several years to review the City’s trench standards as they apply to District projects, the impacts of the different standards on costs to District ratepayers, and the differences in effectiveness of the two trench standards on the longevity and integrity of pavement in the area of District projects.

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of District projects within the public right-of-way or easements completed by District staff or District-hired contractors, the District may utilize the attached Standard Detail No. MP-01 (paved surfaces), MP-02 (graveled areas / road shoulders), MP-03 (unimproved areas), and MP-04 (controlled density fill), all with a Revision Date of January 2019, attached hereto as Exhibit A (“District Trench Details”). The District’s trench details are effective at maintaining the longevity and integrity of the pavement over completed trenches, and as such, the District will continue to use its own trench details for District projects.
2. The Parties recognize that the District Trench Details may be amended from time to time for various reasons, and the District will notify the City Engineer and request written

acknowledgement of the amended details to be used under this MOU without an amendment to this MOU needed.

3. All trench work will remain subject to standard City inspection and encroachment permit requirements.

Agreement Items 2A & 2B – Paving Standards for A) Planned District Capital Projects and B) Unplanned District Emergency Repair Projects

WHEREAS, through joint coordination with the City, the District endeavors to complete its water main replacement capital projects in streets with lower Pavement Conditions Index (PCI), and to avoid projects in recently-paved and high PCI streets.

WHEREAS, the rate- and taxpayers of Belmont are best served when costs are controlled on District capital projects, including by having all work well-defined before the bid of a capital project, rather than added-on as a change-order during project construction.

WHEREAS, the District understands that one of the goals of the City's pavement restoration standard is to avoid creating a "patchwork" effect in the roads due to multiple small trenches and patches located near each other and inconsistent roadway cross sections.

WHEREAS, the City understands that the District is mandated to spend its funds on expenses related directly to providing water service to its customers, and that it may be subject to scrutiny or challenge if its funds are viewed to be being used beyond its mandate.

NOW, THEREFORE, the Parties agree as follows for 2A) Planned District Capital Projects:

1. The District will continue to provide the City with draft capital project plans within the public right-of-way for review.
2. The City will continue to thoroughly review District capital project plans and provide comments in a timely manner.
3. The City will continue to share its pavement project plans well in advance and the District will continue to coordinate its main replacement and upgrade work in relation to the pavement schedule.
4. The District will continue to include slurry sealing of affected street segments following main replacement projects as part of the project. When the City has a paving project planned in a given area in the near future (within approximately one year), the District may pay the slurry seal costs to the City in lieu of completing the sealing under the District project.
5. The City will endeavor to provide all pavement restoration requirement comments during the design phase of the project thereby avoiding District construction change orders when comments are provided during construction. While taking into consideration existing road classification, pavement condition, and traffic loading at the project

location, the City will consider the District's project goals and obligation to focus its scope on water system infrastructure.

6. Given the above process, all paving-related requirements for planned District projects will be addressed on a case-by-case basis during the review of draft capital project plans, and it is understood that those requirements may vary from the City's standard for pavement restoration, depending on specific project needs and goals.
7. The District is not obligated to comply with any additional pavement restoration requirements not identified and documented during plan review and permitting, unless they are a result of a material change to the project scope based on field conditions.

NOW, THEREFORE, the Parties agree as follows for 2B) Unplanned District Emergency Repair Projects:

1. For emergency repairs completed by District staff or District-hired contractors, if there is an existing patch, regardless of who placed it, within five (5) feet of the District's repair patch, the District will extend its paving to that patch, removing and replacing any pavement across that span.
2. For emergency repairs, the District's repaving will not extend more than five (5) feet beyond the perimeter of its own trench in any direction.

Notwithstanding the terms set herein, the City Engineer and the District's General Manager or their designees may mutually agree to different pavement restoration requirements or variances to District Trench Details or City standards on a case-by-case basis during design, permitting, or construction.

This MOU may only be amended in writing with consent from both Parties. The terms of this MOU shall remain in effect until such time that either party provides 90 days written termination notice. Nothing herein shall supersede applicable provisions of the Belmont Municipal Code except as expressly provided herein.

Attachments: District Trench Details Std. No. MP-01, MP-02, MP-03, and MP-04, with Revision Dates of 01/2019

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above:

DISTRICT:

CITY:

MID-PENINSULA WATER DISTRICT

THE CITY OF BELMONT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____