



**REGULAR
Meeting of the Metro Commission
and Metro Wastewater JPA**

AGENDA

**Thursday, March 6, 2014
12:00 p.m.**

**9192 Topaz Way (MOC II) Auditorium
San Diego, California**

"The Metro JPA's mission is to create an equitable partnership with the San Diego City Council and Mayor on regional wastewater issues. Through stakeholder collaboration, open dialogue, and data analysis, the partnership seeks to ensure fair rates for participating agencies, concern for the environment, and regionally balanced decisions."

Note: Any member of the Public may address the Metro Commission/Metro Wastewater JPA on any Agenda Item. Please complete a Speaker Slip and submit it to the Administrative Assistant or Chairperson prior to the start of the meeting if possible, or in advance of the specific item being called. Comments are limited to three (3) minutes per individual.

Documentation
Included

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. PUBLIC COMMENT
Persons speaking during Public Comment may address the Metro Commission/ Metro Wastewater JPA on any subject matter within the jurisdiction of the Metro Commission and/or Metro Wastewater JPA that is not listed as an agenda item. Comments are limited to three (3) minutes. Please complete a Speaker Slip and submit it prior to the start of the meeting.
- X 4. **PRESENTATION** - POTENTIAL EFFECTS OF WATER CONSERVATION ON RECYCLED WATER AND IPR (**Attachment**) (Laura Bonich)
- X 5. **PRESENTATION** - PURE WATER PROGRAM UPDATE (**Attachment**) (Greg Humora, Scott Tulloch, Leah Browder)
- X 6. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF [February 6, 2014](#) (**Attachment**)
- X 7. **ACTION** - CONSIDERATION AND POSSIBLE ACTION TO RECOMMEND APPROVAL OF THE SOUTH BAY WATER RECLAMATION PLANT – DEMINERALIZATION PROJECT (**Attachment**)
- X 8. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE LORI ANNE PEOPLES 2014-2016 ADMINISTRATIVE SERVICES AGREEMENT (**Attachment**) (General Counsel de Sousa)

March 6, 2014

Metro Commission/Metro
Wastewater JPA Agenda

Documentation
Included

- X 9. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE CITY OF SAN DIEGO 2014-2018 REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES (**Attachment**) (General Counsel de Sousa)

- X 10. **ACTION** – CONSIDERATION AND POSSIBLE ACTION TO APPROVE SPONSORSHIP BY THE JPA IN THE AMOUNT OF \$1,000 FOR THE WATER RELIABILITY COALITION (Greg Humora)

- X 11. JPA MID-YEAR FINANCIAL REPORT (**Attachment**) (Karen Jassoy or Karyn Keese)

- X 12. METRO TAC UPDATE/REPORT (**Attachment**) (Greg Humora)

- 13. IROC UPDATE (Gail Welch/Louie Natividad)

- 14. FINANCE COMMITTEE (Barbara Denny)

- 15. REPORT OF GENERAL COUNSEL (Paula de Sousa)
 UPDATE ON SDG&E CPUC FILING REGARDING MODIFICATIONS TO PEAK HOURS

- 16. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING **May 1, 2014**

- 17. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

- 18. ADJOURNMENT OF METRO COMMISSION AND METRO WASTEWATER JPA

The Metro Commission and/or Metro Wastewater JPA may take action on any item listed in this Agenda whether or not it is listed "For Action."

Materials provided to the Metro Commission and/or Metro Wastewater JPA related to any open-session item on this agenda are available for public review by contacting L. Peoples at (619) 476-2557 during normal business hours.

***In compliance with the
AMERICANS WITH DISABILITIES ACT***

The Metro Commission/Metro Wastewater JPA requests individuals who require alternative agenda format or special accommodations to access, attend, and/or participate in the Metro Commission/Metro Wastewater JPA meetings, contact E. Patino at (858) 292.6321, at least forty-eight hours in advance of the meetings.

AGENDA ITEM 4

Attachment

(Potential Effects of Water
Conservation on Recycled Water
& IPR)



Indoor = Wastewater = Reclaimed Water

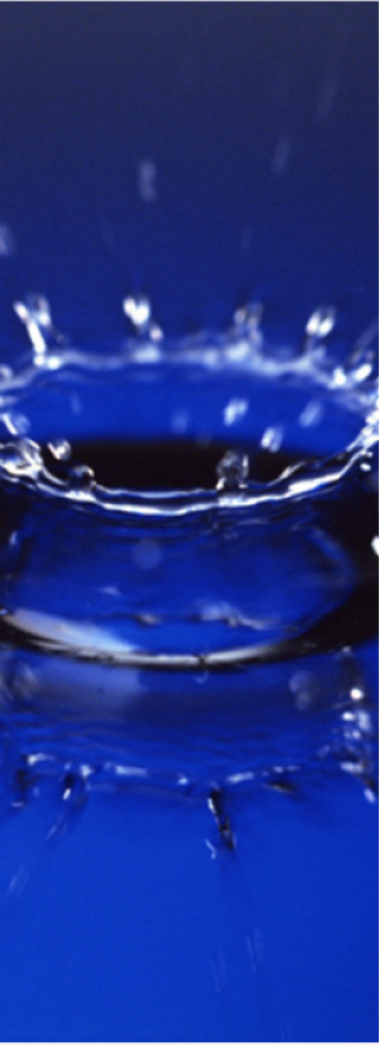
The Disconnect Between Design Assumptions and Water Use

Laura Bonich, PE, LEED AP
Principal - Nolte Vertical Five



Overview

- CA Water Use Legislation
 - CALGREEN – Indoor Water
 - SB 407 (Retrofit Requirements for pre 1994)
- Examples
- What this means as a practical consideration for the JPA





Why Does Water Matter?

- 1. Future water use is going to be significantly less in new homes and eventually in all existing systems as they are retrofit.**
- 2. But – we are still doing all of our water and waste water master planning based on historic water use and outdated design criteria that ignores recent legislation.**



Water

What's Changed in California?

CALGreen Residential Water Requirements

- **Indoor water use:** 20 percent reduction from baseline

SB 407 – Retrofit Pre 1994 homes

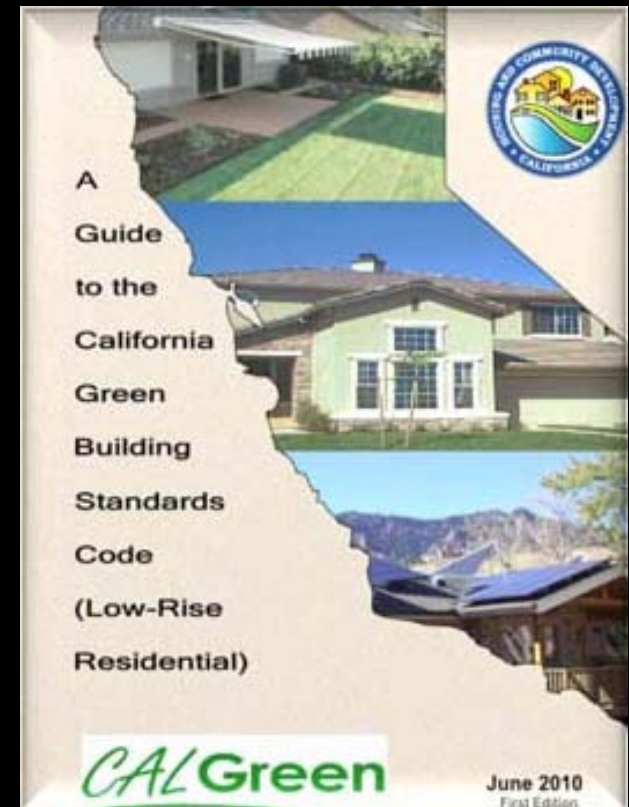
- January 2014 – all building alterations
- **January 2017** – seller or transferor of single-family residential disclose to purchaser requirement to **replace plumbing fixtures**
- January 2019 – all noncompliant fixtures in multi-family be replaced



Water Resources

Water Efficiency Benchmarks

- CALGREEN – 20% (State of CA title 24)
- EPA Water Sense – 20%
- LEED for Homes – 20%





CALGreen

Residential Water Requirements

Indoor water use

- Goal: 20 percent reduction from baseline
- Voluntary goals: 30, 35 and 40 percent reductions

Prescriptive Method:

- Plumbing fixtures requirements
 - 2.5 to 2.0 gpm showerheads
 - 2.2 to 1.8 gpm kitchen faucets and 1.5 gpm bathroom
 - 1.6 to 1.28 gal/flush toilets

OR

Performance Method:

- Demonstrate baseline water use is reduced by 20%



Historical Indoor Water Usage



	<u>1975</u>	<u>1990</u>	<u>2008</u>	<u>2011</u>
Shower (gpm)	40,880	29,200	29,200	23,360
Toilets (gpf)	21,900	15,768	7,008	5,606
Kitchen and Lavatory Faucets	17,338	17,338	15,257	12,483
Clothes Washer	12,000	12,000	7,650	5,400
Total Water Use	92,118	74,306	59,115	46,849
Reduction		19%	20%	21%

Fixture and Appliance Standards Over Time					
	<u>1975</u>	<u>1980</u>	<u>1992</u>	<u>2008</u>	<u>2011</u>
Shower (gpm)	3.5	2.5	2.5	2.5	2.0
Toilets (gpf)	5.0	3.6	1.6	1.6	1.28
Faucets (gpm)	2.5	2.5	2.5	2.2	1.8
Clothes Washers (gal/cu. Ft.)	15	15	15	8.5	6

Table 1. Flow Rate of Fixture Over Time



Residential Water Use Comparison

Existing, New, CALGreen

Category	Older Existing Homes (1999 Residential End Uses of Water)	Baseline New Homes (2011 Analysis of Water Use in New Single Family Homes)	CalGREEN Homes	CalGREEN Homes
			w/o Clothes Washer (2011 Analysis of Water Use in New Single Family Homes)	with Clothes Washer (2011 Analysis of Water Use in New Single Family Homes)
			Average Gallons per Household Per day (gphd)	
Toilet	45.2	27.5	16.2	16.2
Clothes Washer	39.3	28.9	28.9	11.9
Shower	30.8	29.9	34.3	34.3
Faucet	26.8	25.2	18.1	18.1
Leak	21.9	19.7	19.2	19.2
Other	7.4	3	0.4	0.4
Bathtub	3.2	3.5	3.1	3.1
Dishwasher	2.5	1.9	1.6	1.6
Total gphd	177	140	122	105



Many Studies Confirm Rates (gallons per person per day)



CA Building Industry Assoc	40 gppd
EPA Water Sense	39 gppd
American Water Works Assc	43.5 gppd
Tampa Bay Water District	38.9 gppd



**CALGREEN - Use 40 GPPD for
Wastewater planning for ALL New
Development**



Retrofit of Pre-1994 Existing Homes

SB 407 – Pre 1994 homes

- January 2014 – all building alterations
- **January 2017** – seller or transferor of single-family residential disclose to purchaser requirement to **replace plumbing fixtures**
- January 2019 – all noncompliant fixtures in multi-family be replaced





What About the Retrofit Requirement??

- **Pre 1970's House** – 38,700 gallons/year
- **Pre 1980's House** – 28,000 gallons/year
- **Post 1994** – 10,000+ gallons/year

**Reduce future wastewater flows for
EXISTING pre 1994 development
starting in 2017**





Case Study

Yokohl Ranch - Visalia, CA

10,000 units (8,800 SF; 1,200 MF w/20% senior, 2 golf courses)

All Single Family lots are 8,000 sq ft and irrigated with potable water)

	CALGREEN		
	2010	2013	Decrease
	ac-ft/yr	ac-ft/yr	%
Potable Water Demand	5,443	4,933	9.4%
Non-Potable Demand	<u>4,308</u>	<u>2,141</u>	50%
Total Demand	9,751	7,074	27.5%
Reclaimed Water Offset	<u>3,161</u>	<u>1,723</u>	45.5%
Water Supply Needed	6,590	5,351	18.8%



City of Manteca Wastewater Master Plan

- Convinced City to reduce waste water generation assumptions by 50% for all new development based on GALGREEN legislation
- Prepared cost estimates and new City sewer impact fees

**Reduced wastewater infrastructure
FIP from \$87.3 to \$48.2 million**

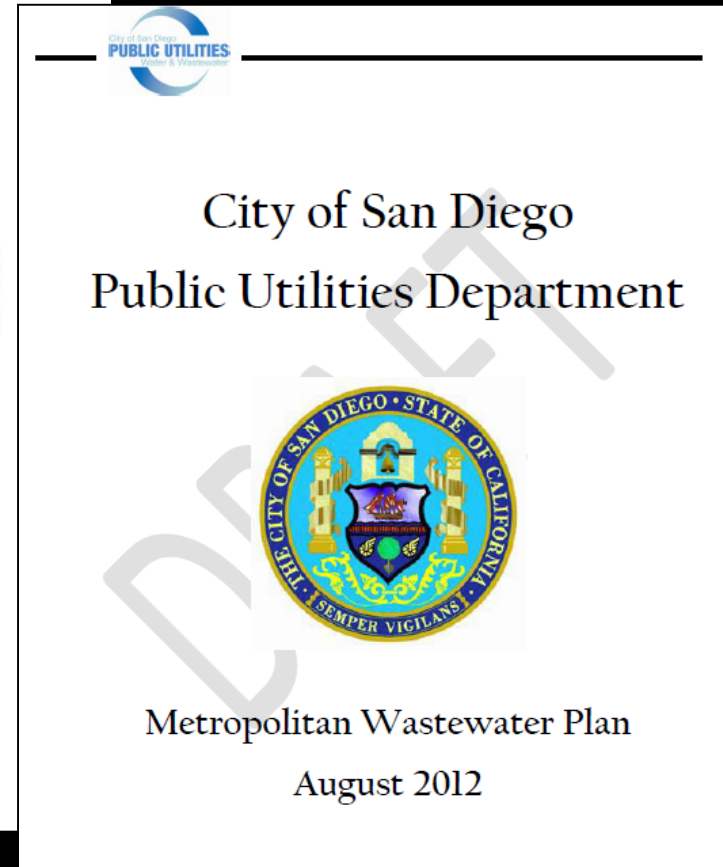
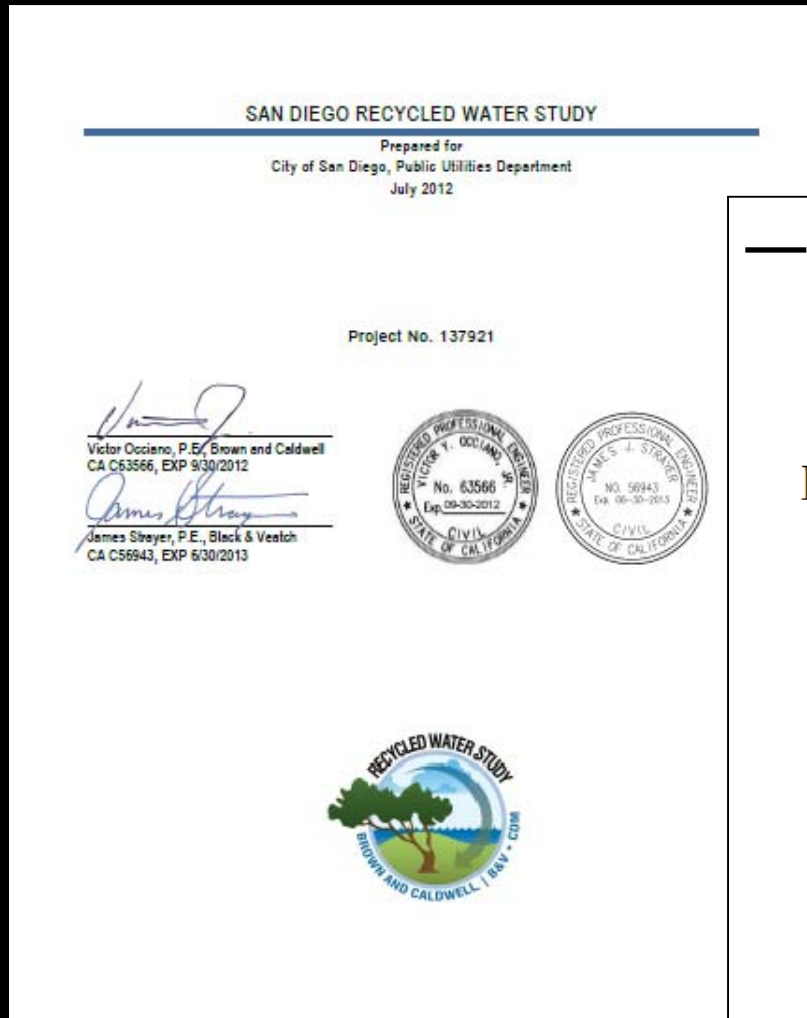


Typical Water Demand Factors (gallons per unit per day)

Water Resources

City	Water Demand	CALGREEN	Difference	Percentage oversized
Lodi	537	305	232	43%
Tracy	462	305	157	34%
Lathrop	290	305	-15	-5%
Riverbank	625	305	320	51%
Stockton			0	
Sacramento			0	
Manteca	290	305	-15	-5%
Vacaville	460	305	155	34%
San Joaquin County	450	305	145	32%
Mountain House	450	305	145	32%
Sanctuary	223	305	-82	-37%
Tracy Hills	450	305	145	32%

Why is any of this a consideration for the JPA?





City of San Diego PUD Metropolitan Wastewater Masterplan 2012

The comparison of 2003 MWP to 2012 MWP UGR and SANDAG population projections is summarized in Table ES-1 below.

Table ES-1
2012 METROPOLITAN WASTEWATER PLAN
UGR and SANDAG Comparison

		2003 MWP	2012 MWP	% Difference from 2003
UGR	Residential	75	72.1	-4%
	Employment	23.6	22.3	-6%
SANDAG Regional Growth Forecast	Residential	Series 9	Series 12	-8%
	Employment			-1%

The decrease of the projected population and UGR has resulted in a decrease of projected flow by approximately 11% from the 2003 MWP to the 2012 MWP.



City Of San Diego PUD

Sewer Design Guide Feb 2013

Daily Per Capita Sewer Flow: The sewer flow for the equivalent population shall be **80 gallons per capita per day** (gpcd).

Average Dry Weather Flow (ADWF): Equivalent populations shall be used to calculate the average dry weather flow. The average dry weather flow for each sewer main reach (manhole to manhole) shall be determined by multiplying the total accumulated equivalent population contributing to that reach by **80 gallons per capita per day**:

**Average Dry Weather Flow = (80 gpcpd) x
(Equivalent Population)**



Metropolitan Wastewater Plan 2012

1.3.1 Flow and Load Projections

Per capita wastewater flows have been declining since the early 1990s which primarily reflects the success of the regional water conservation programs implemented in response to drought conditions and the increasing cost of potable water. Today's UGR is considerably low; **any further water conservation such as state legislative requirement would have more significant effects on the exterior water usage than domestic water usage.** (page 1-4)

e) Per planning purposes, **flow projections in this report used the highest UGRs observed within the past 5 years.** (page 2-2)



Why Does This Matter??

**Conservative assumptions
for Wastewater flows
significantly overstate the
amount of Recycled Water
that will be available**



Considerations for Wastewater Infrastructure Planning – Get real or at least in the ballpark

1. **Existing Flows:** Make realistic assumptions about existing flows (avoid overestimating reclaimed water)
2. **Future Flows:** Project future flows for new development based on CALGREEN (40 not 72 gppd) and reduce assumptions for future flows from existing development based on SB407 Retrofit requirements (72 now but 40 gppd with retrofit)



Less Indoor = Less Wastewater = Less Reclaimed Water

Water Resources

As a practical matter this means:

1. Existing water and wastewater infrastructure can serve more development with already constructed infrastructure capacity
2. Retrofit creates capacity in existing systems
3. New water and wastewater infrastructure can be smaller and/or each phase and ultimate buildout can be smaller
4. Wastewater treatment – same solids; 20+% less liquids
5. Reclaimed water will be significantly less



Questions ?



Laura Bonich PE,
LEED AP
NV5

AGENDA ITEM 5

Attachment

(Pure Water Program Update)

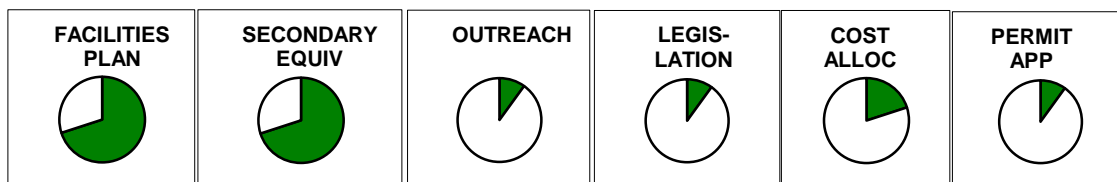
Point Loma Permit/Potable Reuse KEY MILESTONE DATES



2/25/2014

DATE	TASK	FOLLOW UP ACTION/STATUS
2013		
Dec. 13, 2013	San Diego provide draft facilities plan to stakeholders	Draft provided. Enviro requested if schedule could be accelerated. San Diego provide update on 2/5/14
2014		
January	Begin outreach to regulators, legislators, key stakeholders and public	
4/16/14 8:30-10:30 MOC2-2E	San Diego Define Secondary Equivalency. Provide draft white paper	Comments provided on white paper. Enviro requested an analysis to be run using existing flows as a base line for comparison. Also look a concentration limits. Next meeting TBD
1/23/14 10-12 MOC-II	San Diego meet with JPA on cost allocation. 1) Agree on methodology 2) Insert construction costs from facilities plan	San Diego to look at comparing PR facilities construction through secondary to secondary at Point Loma. Next meeting on 2/20/14
Late January	Preliminary cost estimate and rate impact based on preliminary facilities plan	
02/05/2014 MOC2-2E	San Diego Stakeholders Meeting	
February	First draft of legislative language	
February	Seek Congressional sponsor for legislation (Issa/Davis ?)	
2/24/2013	Imperial Beach outfall meeting	
3/3/2014	San Diego meet with EPA staff	
3/6/2014 MOC2 2K	Cost allocation meeting	
March	Resolve Padre Dam mass balance correction. This is holding up the FY12, FY11, FY10, and FY09 audits	Attorney's met on 1/23/14. They asked San Diego for additional information. Next meeting TBD
March	Resolve North City billing correction	These adjustments may be combined with Padre Dam mass balance corrections
March	Resolve recycled water revenue	These adjustments may be combined with Padre Dam mass balance corrections
3/24/2014	San Diego County Water Authority Board Meeting	Request to delay vote on fiscal sustainability policy
6/30/2014	Complete cost analysis and rate impact review Finalize cost allocation method	
September	Finalize facilities plan for inclusion in NPDES permit application	
September	First draft NPDES Permit	
December	Final draft NPDES Permit	
2015		
January	Submit NPDES Permit to the Environmental Protection Agency	

Milestone Progress Dashboard



Amount of pie filled = % complete
 Green = on schedule
 Yellow = behind schedule
 Red = late

AGENDA ITEM 6

Attachment

(Minutes of February 6, 2014)



Regular Meeting of the Metro Commission and Metro Wastewater JPA

**9192 Topaz Way (MOC II) Auditorium
San Diego, California**

**February 6, 2014
DRAFT Minutes**

Chairwoman Cox called the meeting to order at 12:02 p.m. A quorum of the Metro Wastewater JPA and Metro Commission was declared, and the following representatives were present:

1. ROLL CALL

<u>Agencies</u>	<u>Representatives</u>		<u>Alternate</u>
City of Chula Vista	Cheryl Cox	X	Rick Hopkins
City of Coronado	Barbara Denny	X	Ed Walton
City of Del Mar	Sherryl Parks	X	Eric Minicilli
City of El Cajon	Tony Ambrose	X	Dennis Davis
City of Imperial Beach	Ed Spriggs	X	
City of La Mesa	Art Madrid	X	
Lemon Grove Sanitation District	Jerry Jones	X	
City of National City	Louis Natividad	X	
City of Poway	John Mullin	X	Leah Browder
County of San Diego	Dianne Jacob		Daniel Brogadir
Otay Water District	Jose Lopez	X	
Padre Dam MWD	Jim Peasley	X	Augie Scalzitti
Metro TAC Chair	Greg Humora	X	
IROC Chair	Gayle Welch		

Others present: Metro JPA General Counsel Paula de Sousa; Metro JPA Secretary Lori Anne Peoples; Karyn Keese & Scott Tulloch – Atkins Global; Rick Hopkins and Robert Yano – City of Chula Vista; Majed Al-Ghafry – City of El Cajon; Andy Hall – City of Imperial Beach; Bob Kennedy– Otay Water District; Augie Scalzetti – Padre Dam Municipal Water District; Leah Browder – City of Poway; Halla Razak, Edgar Patino, Ann Sasaki - City of San Diego Public Utilities; Tom Zeleny – City Attorney City of San Diego

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Chair Cox welcomed newly appointed City of El Cajon Commissioner Tony Ambrose.

Commissioner Ambrose led the Pledge.

3. PUBLIC COMMENT

None.

4. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF December 5, 2013

Chair Cox noted that the draft minutes had been corrected to remove reference to the City of San Diego Mayor.

ACTION: Upon motion by Commissioner Peasley, seconded by Commissioner Jones, the December 5, 2013 Minutes were approved unanimously.

Item 7 was heard here.

5. PRESENTATION – SAP EAM PROJECT BRIEFING

Jane Arnold, Program Manager, City of San Diego, provided a brief Power Point and verbal overview of the project noting that it is for the creation of a unified system that integrates data and business processes to support the management of assets, which enhances investment and resource decision-making. The City of San Diego will be bringing in software to replace the current software. They are currently in the project pre-work phase and have approximately 4 months on the timeline of a total of 37 months. Phase I will encompass project preparation where the project is formally initiated, and planning is well under way. This phase onboards the System Integrator and stands up Citywide Project Organization. Phase II is business blueprinting where the project team gathers requirements and conducts citywide workshops. Phase III is realization when the new SAP EAM Solution is built; performance tests and integration Test Cycles are conducted. Phase IV is final preparation where the end users are trained, this is the final check before cutover to the new SAP EAM Solution. Final Prep includes testing of all end to end business processes and systems (user acceptance). Phase V is the go-live and stabilization where the solution receives confirmation, ongoing support is in place and the project closes. The project cost estimates come to a total of \$38,040,000. The project duration is 3-4 years spanning across Fiscal Year 2014-2017 with funding coming from the Public Utilities and General Fund participating departments (Transportation/IT/Public Works). FY 2013 Department of Information Technology Enterprise Asset Management (EAM) – SAP/ \$13,013,000 and FY 2014 Public Utilities CIP \$14,000,000 projects will fund this initiative. Labor expenses of \$9,960,000 represents the re-assignment of existing City staff and considered “soft costs”. These positions are currently funded by their respective department’s budget.

6. PRESENTATION – PERMIT/REUSE ADHOC COMMITTEE UPDATE INCLUDING CONSIDERATION AND POSSIBLE ACTION ON JOINT RESOLUTION SUPPORTING DEVELOPMENT OF A LONG-RANGE REGIONAL WATER REUSE PLAN AND SECONDARY EQUIVALENCY FOR POINT LOMA WASTEWATER TREATMENT PLANT

Metro TAC Chairman Greg Humora stated that the Steering Committee and Technical Advisory Committee continues to meet with the City of San Diego staff, stakeholders associated with the project and the environmental community. Ann Sasaki of the City of San Diego had been designated as project manager and has a dedicated team in place. In an attempt to simplify what is going on, a one page sheet indicating the “Key Milestone Dates” has been put together to assist everyone in understanding where the Committee is in the process. The bottom of the sheet has a “dashboard” for specific large components of the project. He explained that there were several pie charts (components) including the facilities plan; secondary equivalency; outreach; legislation; cost allocation and all together they build up to the permit application which is due to the EPA January 2015 and touched briefly on what each component was for. Mr. Humora noted that the dashboard also included a running calendar with tasks and updates for which follow up action/status will be provided on a monthly basis to the Commission.

Scott Tulloch of Atkins Global provided an update on the progress being made with the City of Imperial Beach, noting that the ocean outfall puts them in a unique position. The Committee is working with Commissioner Spriggs, City of San Diego staff, IB staff and a meeting is scheduled with the Imperial Beach Public Works Director for February 24, 2014 to bring him up to speed. He noted that 20 plus years ago when the City of San Diego planned its master plan for the wastewater system it was determined that Pt. Loma could not be expanded anymore so there had to be treatment capacity built elsewhere and what was picked was the So. Bay. A reclamation plant was built there and for the past 20 years there was a plan to build a secondary plant there. In order to build these plants you have to have an outfall. During the same timeframe, the Federal Government was working with Mexico to build an International Plant to treat Mexican sewage and that has since been built. Those two entities came together and built the So. Bay Ocean Outfall. The City of San Diego owns about 40% of the outfall and the Federal Government about 60%. That outfall was designed as 174 mgd in the early 1990’s based on what the projected needs were for the City as well as the Federal Government and the length and depth were designed based on what the ultimate expected flow would be as well as the expected

ocean environments (currents, thermo cline...). The City of Imperial Beach requested that the City of San Diego go back and review what the initial design parameters were and determine if they were still current. The report received today is that they are. The City of San Diego feels that the design is still adequate for the maximum amount of flow. The International Plant has a capacity flow of 25 mgd and the reclamation plant has a capacity of 15 mgd. So the most that could be put out as currently permitted is 40 mgd and it is running something less than that. In reviewing the alternatives in the recycled water study as far as going forward, part of it is to accelerate the timing of the So. Bay Secondary Plant which would have a net increase of 15 mgd, so it would be a 30 mgd plant with 15 mgd through potable reuse into the Otay Reservoir and 15 mgd into the ocean. At that point you are still not near the 175 mgd that the outfall was designed for. Also, since 2002 the City of San Diego has been using satellite to monitor the plume when it surfaces and consistently it has gone away from the shore. It also turns out that the monitoring system is much more robust than expected as the International Plant was only a primary plant but is now a secondary system. It is more in line with the monitoring off of Pt. Loma which is an advanced primary plant. Additionally, the City of San Diego was looking at the Pt. Loma outfall and had installed current monitoring stations and they have moved one to the So. Bay outfall providing for an increased capability of looking at what the current is doing from day to day. There was also a concern on the part of the City of Imperial Beach as to how they would know what was going on. The City of San Diego has to report to a number of regulatory agencies such as the Regional Water Quality Control Board and they have agreed to provide these reports to Imperial Beach staff in narrative form. Thus, a lot of progress has been made, the next meeting is set for February 24th with Imperial Beach staff and the Committee is close to addressing all concerns the City of Imperial Beach had.

Leah Browder of the City of Poway stated that there was great work going on and expressed thanks to the JPA for their investment and interest and support in the Committees effort and thanked Halla for opening her arms as they battle forward in what they believe is a beautiful vision to wastewater nirvana. She then spoke of one of the JPA's dreams of a better integration with water supply development and the project hope to see realized in partnership with the City of San Diego Is our own IPR plant that will be transferable to our region first and then on a state level and move its way up to such a degree that we could actually influence the size and shape of the Bay Delta project to the benefit of our ratepayers. That would be the dream for the creation of new water. A couple of things that have come up on the waterside that have the potential for unintended consequences on our project, the potable reuse effort. On the San Diego County Water Authority front, they are considering a fiscal sustainability policy that would very much influence the pricing structure in the region related to desal and other water. That pricing structure would become a direct comparative potentially with the pricing for potable reuse and could put us by accident perhaps, in a position where desal is the only water that becomes a price we could pursue. The Committee is tuned into this policy and will be requesting at a staff level from the City of Poway and some of the other water agencies, that the San Diego County Water Authority delay adoption of this policy until each of the water agencies can run it through their rate models to understand the impacts so that those numbers can be compared with IPR going to cost in comparison. The City of Poway will forward their letter that they are sending to San Diego County Water Authority. The other item they are keeping an eye on is the San Diego County Water Authority's pumped power project at the San Vicente Reservoir. That project, although very exciting to look at how to manage energy in both conserving and creating opportunity to sell it, would directly impact the Reservoir potentially in a way that it could create problems for the studies that have already been done or need to be done in support of the potable reuse project. They will also be requesting that the Water Authority undertake that project considering any potential impacts to the IPR project and that they not pursue this project until the impacts be determined.

Chairwoman Cox noted that the third box at the bottom of the dashboard was public outreach and that the JPA had not spent any money on outreach recognizing that the City of San Diego was the majority owner of the system and they should be able to have a system of public outreach that we could support. There is an opportunity coming up which will be placed on next months agenda where the JPA can be a sponsor at a function being held by the Water Reliability Coalition. The cost is \$1,000 but it begins to put the JPA stamp on the fact that we are behind this particular program.

Commissioner Madrid expressed concerns with the level of engagement by the County Water Authority in our efforts. Ms. Browder stated that now was the time to reach out and get them

more involved. General Counsel de Sousa stated that the CWA had previously been extended an invitation to be an ex-officio member but they have never attended on a regular basis. Chairwoman Cox stated that a standing invitation could be extended to them as to be on similar pages with shared concerns would be good.

Ms. Razak of the City of San Diego stated that she and Ms. Browder were attending the General Manager meetings of the County Water Authority and believes at this time we are moving in the right direction. They were able to convince the County Water Authority to postpone a vote and on the pump storage project, upon learning of the project, she wrote a letter asking them to look at the impacts of the project on the IPR or pure water project. Subsequently she has had a meeting with the Deputy General Manager and expressed concerns that it is really important that the impacts of what is being proposed not impact the IPR. She has also pushed to have the City of San Diego involved in the transition meetings that they are having and they have agreed to allow one of her Assistant Directors, Bob Mulvey, participate on all of the task force meetings. They are hearing that they need to let the City of San Diego get involved. She feels that The County Water Authority understands this and will take what we say into account.

Ms. Browder suggested bringing to the next meeting the outreach plan which would include how to outreach to the County Water Authority over the next few months.

Commissioner Spriggs thanked Greg, Scott, Leah and Chairwoman Cox for their assistance in trying to make this extremely complex project move forward and thanked City of San Diego staff for taking his city's concerns seriously. He then introduced the new Imperial Beach City Manager, Andy Hall.

Alternate San Diego County Commissioner Brogadir thanked the Ad Hoc Committee and stated that presentations had been made to several supervisors and staff and that the Board of Supervisors is engaged and is looking forward to the results of the planning studies. He then inquired as to whether a strategy had been set for going forward with the Pt. Loma waiver. Ms. Razak stated that secondary equivalency is the direction at this time. The approach being is as they move forward putting the waiver application together; they would be coupling that with secondary equivalency, the idea of the legislation and the idea of doing potable reuse as well. There are still guidelines and the actual regulations of some of what they want to do have not been finalized so as they are crafting the package together, they need to have some off ramps in case the timing does not work out. They are also working hard on federal legislation trying to amend the Clean Water Act and working with lobbyists, so lots of pieces have to come together.

Commissioner Peasley, also a member of the Steering Committee echoed Commissioner Spriggs on the success and progress of the Committee and the help from the City of San Diego consultants. He then inquired as to the status of the facilities plan. Mr. Humora responded that the initial outreach for the cost allocation was currently occurring by the City of San Diego with the City of San Diego Council members with some of the numbers that are more specific with the City of San Diego. A meeting is scheduled with City of San Diego staff on February 20th. Some conceptual methodology is done and next numbers will be put with that. In the next month or so after that they hope to have some figures to present. It is very complicated as you have the water side and the wastewater side. It is simpler for some agencies like the City of San Diego as they have one department, Public Utilities. Other agencies have a separate water district and separate sewer districts which complicates things and they are trying to present an overall picture that includes both water and wastewater so it is an apples to apples comparison.

Commissioner Mullen acknowledged the talent that comes to the table when the Committee meets and noted that he used Mr. Humora's dashboard in a presentation to his Council which is a start on getting the information out and it worked quite well.

Commissioner Denny thanked all who presented and thanked Mr. Tulloch and Commissioner Spriggs for working with the City of San Diego on the So. Bay plume issue and requested that the report now to be provided to the City of Imperial Beach also be provided to the City of Coronado. Secondly, she gave a warm hello to Director Razak and stated that Jeanne Zuniga on her staff was ready to work with her staff on outreach in the future if needed.

Item 7 was heard after Item 4

7. ACTION - CONSIDERATION AND POSSIBLE ACTION TO APPPOINT METRO JPA REPRESENTATIVE TO PARTICIPATE IN THE CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT ANNUAL STRATEGIC PLANNING PROCESS ON MAY 2 – 8:30 TO 1:30; MAY 30 – 8:30 TO 1:30 AND JUNE 20 – 8:30 TO 1:30

John Gavares, City of San Diego, invited a Metro JPA Commissioner to participate in the City of San Diego Public Utilities Department Annual Strategic Planning Process as in prior years.

Commissioner Peasley of Padre Dam Municipal Water District volunteered.

ACTION: Upon motion by Chairwoman Cox, seconded by Commissioner Madrid, Commissioner Peasley was unanimously appointed to represent the Metro JPA in the process.

8. METRO TAC UPDATE/REPORT

MetroTAC Chair Humora stated that the MetroTAC Work Plan was attached to the agenda for the Commissioners reading pleasure and highlighted that progress was being made on the new webpage as the draft of the front page had been recently completed and the guts were being worked on.

9. IROC UPDATE

There was none.

10. FINANCE COMMITTEE

Finance Committee Chair Denny stated that they had not met but would be meeting February 26th at 8:30 a.m. at Atkins Global and she would have a report to share at the next Metro JPA meeting.

11. REPORT OF GENERAL COUNSEL

General Counsel de Sousa stated that the SDG&E phase 2 rate case related to distributed generation rates. On January 23rd the CPCU affirmed its November ruling which left the DRG rate unchanged as requested by a number of public agencies in the County. This will ensure that public agencies in the county will continue to enjoy energy cost savings generated by their solar projects and other renewable energy projects. Also, last Friday, SDG&E made a filing at the PUC to shift peak hours to later in the day, from 2 p.m. to 9 p.m. during the summer defined as May to October, and 5 p.m. to 9 p.m. during the winter. Currently peak hours occur between 11 a.m. and 6 p.m. This shift would significantly impact solar customers with systems designed to shave peak off their load as well as other customers who have modified their operations to not operate during peak periods. This will be closely monitored and she encouraged the Commissioners to speak with their respective staff to make sure they were mindful of this and do what they can to stop SDG&E from doing this.

12. PROPOSED AGENDA ITEMS FOR THE NEXT METRO COMMISSION/METRO WASTEWATER JPA MEETING MARCH 6, 2014

Commissioner Peasley requested an update on what is transpiring with the County Water Authority and the General Managers meetings.

13. METRO COMMISSIONERS' AND JPA BOARD MEMBERS' COMMENTS

Director Razak stated she was thrilled to be working with all of the Commissioners and was looking forward to a very productive partnership.

Commissioner Spriggs stated he was surprised by a presentation by CalAm water indicating that the water rates were going to go up 22%.

Commissioner Denny stated that there was a public meeting being held from 3 p.m. to 7 p.m. at the San Diego Convention Center on the Bay Delta Conservation Plan and they are looking for public comment.

14. ADJOURNMENT

At 1:20 p.m., there being no further business, Chairwoman Cox declared the meeting adjourned.

Recording Secretary

AGENDA ITEM 7

Attachment

(So. Bay Water Reclamation Plant
– Demineralization Project)



THE CITY OF SAN DIEGO



MWWDPROG



2013000098

September 18, 2013



Rod Posada
Chief Engineer
Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978

Dear Mr. Posada:

SUBJECT: South Bay Water Reclamation Plant – Demineralization Issues

We have reviewed your letter dated August 19, 2013 and acknowledge your concern regarding the relocation of two demineralization (EDR) units from the North City Water Reclamation Plant (NCWRP) to the South Bay Water Reclamation Plant (SBWRP). You mentioned in your letter that the City of San Diego (the City) has been meeting the contractual requirements for producing reclaimed water with less than 1,000 mg/l of Total Dissolved Solids (TDS), and therefore moving two EDR units to SBWRP is not necessary. In recent years, however, the SBWRP has experienced an increase in chloride concentrations in the influent as well as in the produced reclaimed water (See Exhibit 1). Due to these increases, the chloride level in the produced reclaimed water exceeded the 260 mg/l 30-day average limit mandated by the Waste Discharge and Water Recycling Requirements (Order No. 2000-203), and resulted in several Notice of Violations (NOV) issued by the Regional Water Quality Control Board (See Exhibit 2). To resolve the high chloride issue, the City has evaluated several alternatives. Relocating two EDR units from NCWRP to SBWRP was selected because it is the most effective way to remove the chloride from the effluent. An additional side benefit of the EDR units is the reduction in the TDS concentration. These EDR units from the NCWRP are no longer needed at that site, as the North City effluent is being blended with the high quality effluent from the Water Purification Plant that is continuing operation.

As for diverting wastewater from the Salt Creek Interceptor to SBWRP, a major flow diversion to SBWRP requires up-to-date measurements of TDS and chloride in order to ensure the SBWRP has the capability to receive additional wastewater and comply with the requirements for TDS and chloride concentrations. In 2008, a joint effort between the City and the City of Chula Vista was undertaken to measure the TDS and chloride concentrations of the wastewater from Salt Creek. The 24-hour composition method indicated that TDS ranged from 804 mg/l to 872 mg/l and chloride ranged from 153 mg/l to 326 mg/l. Although the TDS and chloride concentrations were acceptable at the time, the recent increase of TDS and chloride observed at



Public Utilities Department

9192 Topaz Way • San Diego, CA 92123

Tel (858) 292-6300 Fax (858) 292-6310

the SBWRP seems to imply that the regional TDS and chloride concentrations may have increased. New sampling data will be required to reconfirm the present TDS and chloride concentrations in the Salt Creek Interceptor. The City is currently conducting a Business Case Evaluation to select the best course of action. We will share the results with Metro TAC when the information is available. Please feel free to contact Guann Hwang at 858-292-6476, if you have any further questions.

Sincerely,



Ann Sasaki
Interim Director of Public Utilities

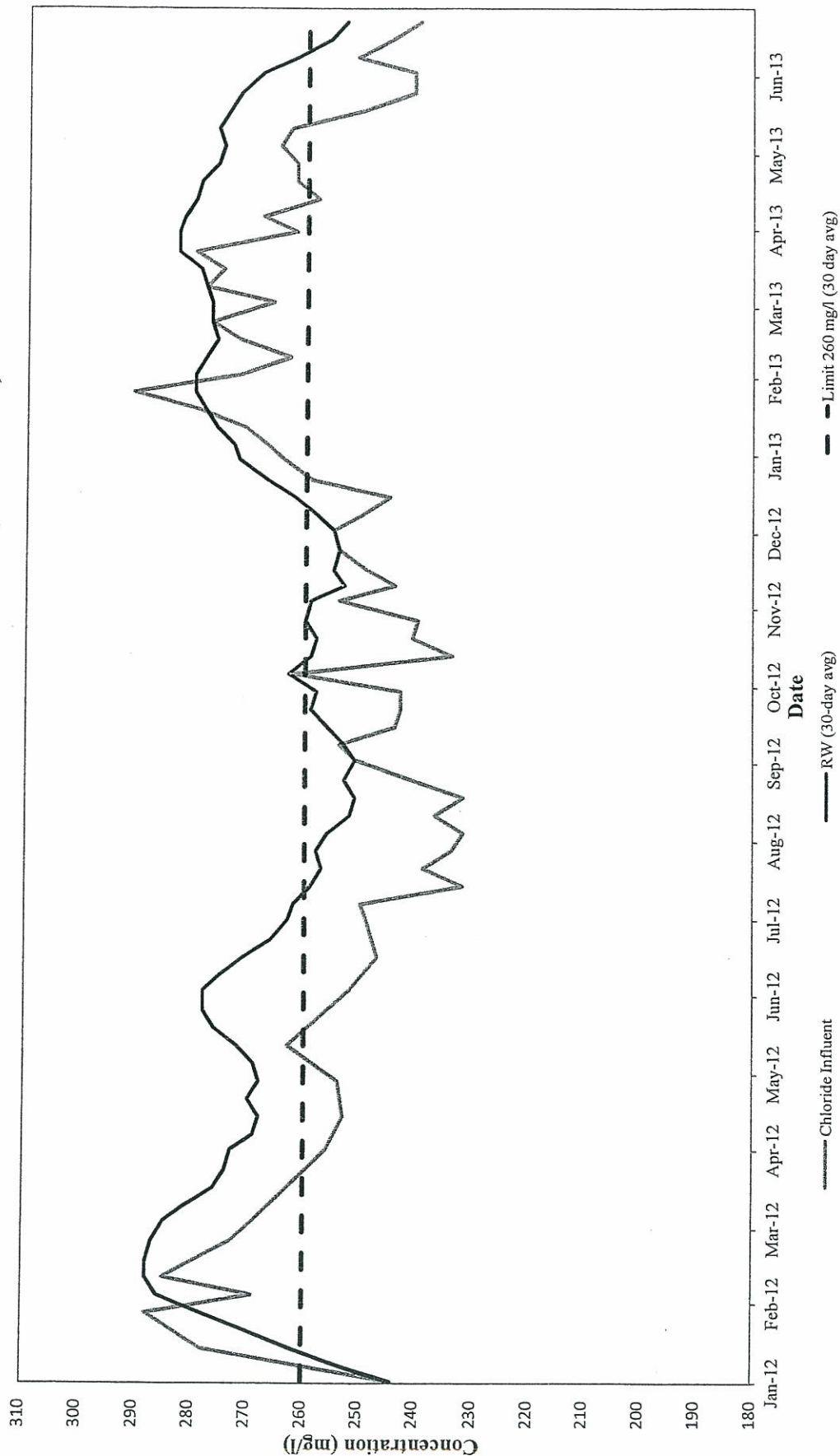
GH:vth

Enclosures: 1. SBWRP Chloride Concentration Historical Data
 2. RWQCB Notice of Violations

cc:

Walt Ekard, Interim Chief Operating Officer, City of San Diego
Scott Chadwick, Assistant Chief Operating Officer, City of San Diego
Guann Hwang, Deputy Director, Public Utilities Department
Greg Humora, Chairman, Metro TAC
Karyn Keese, Project Manager, Atkins Global

SBWRP Chloride Concentration (2012-2013)





San Diego Region

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[http:// www.waterboards.ca.gov/sandiego](http://www.waterboards.ca.gov/sandiego)



Edmund G. Brown, Jr.
Governor

Linda S. Adams
Acting Secretary for
Environmental Protection

EXHIBIT 2

February 14, 2011

In reply refer to:
257831:rsunjed

Mr. Steve Meyer, Deputy Director
Metropolitan Wastewater Division
City of San Diego
2392 Kincaid Road
San Diego, CA 92101-2309

Received

FEB 15 2011

Technical Services
Division

Dear Mr. Meyer:

**SUBJECT: REVIEW OF MONITORING REPORTS FOR
SOUTH BAY WATER RECLAMATION PLANT (WRP)**

The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) has reviewed the December 2010 monthly monitoring report submitted by the City of San Diego (City) in accordance with Monitoring and Reporting Program No. 2000-203.

The following violation of Order No. 94-107 was identified in the submitted report:

1. The 30-day average effluent limitation for chloride of Discharge Specification A.1, established at 260 milligrams per liter (mg/L), was exceeded on December 31, 2010 with a reported value of 286 mg/L.
2. The 7-day median effluent limitation for coliform of Discharge Specification A.1, established at most probable number (MPN) of 2.2 per 100 milliliters, was exceeded on December 17, 18, 19, 20, 21, 22, 23, 24, 2010 with reported values of 6.8 MPN/100mL, 4.5 MPN/100mL, 6.8 MPN/100mL, 6.8 MPN/100mL, 13 MPN/100mL, 7.8 MPN/100mL, 4.5 MPN/100mL, and 4.5 MPN/100mL, respectively.

Please be aware these violations subject the City to possible further enforcement action by the San Diego Water Board, including administrative enforcement orders requiring the City to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative assessment of civil liability in amounts of up to \$5,000 per day per violation;¹ referral to the State Attorney General for injunctive relief; and referral to the District Attorney for criminal prosecution.

¹ Under authority of California Water Code section 13350.

Mr. Meyer
South Bay WRP

- 2 -

February 7, 2011

The next monitoring report required to be submitted is the January 2011 monthly monitoring report, which is due by February 28, 2011. For questions pertaining to the subject matter, please contact Ray Sunjed at (858) 627-3977 or via email at rsunjed@waterboards.ca.gov.

PLEASE INCLUDE "257831:RSUNJED" IN THE SUBJECT LINE OF FUTURE CORRESPONDANCE.

Sincerely,



Ben Tobler
Water Resource Control Engineer
Cleanup and Land Discharge Branch

Regulatory Measure #: 377482

Violation ID #: 890394, 890395, 890397, 890398, 890399, 890400, 890401, and 890402

California Environmental Protection Agency





Matthew Redriquez
Secretary for Environmental
Protection

California Regional Water Quality Control Board San Diego Region

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Edmund G. Brown, Jr.
Governor

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(858) 467-2952 • Fax (858) 571-6972
<http://www.waterboards.ca.gov/sandiego>

March 13, 2012

In reply refer to:
257831:ccannova

Mr. Steve Meyer, Deputy Director
Metropolitan Wastewater Division
City of San Diego
2392 Kincaid Road
San Diego, CA 92101-2309

Dear Mr. Meyer:

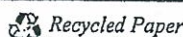
**SUBJECT: REVIEW OF MONITORING REPORTS FOR SOUTH BAY WATER
RECLAMATION PLANT**

The California Regional Water Quality Control Board, San Diego Region has reviewed the January 2011-January 2012 monthly, January-March 2011, April-June 2011, July-September 2011, and October-December 2011 quarterly, and also the January-December 2011 annual monitoring reports submitted by the City of San Diego in accordance with Monitoring and Reporting Program No. 2000-203.

The following violations of the Order No. 2000-203 were identified in the submitted monitoring reports:

1. The 30-day average effluent limitation for chloride during any consecutive period, established at 260 milligrams per liter (mg/L), was exceeded on January 23, 2011, March 13, 2011, January 17, 2012, January 24, 2012, and January 31, 2012 with reported values of 280, 262, 262, 270, and 278 mg/L, respectively.
2. The 7-day median effluent limitation for coliform, established at 2.2 MPN/100 mL, was exceeded on January 23, 2011, March 13, 2011, and August 6, 2011, with reported values of 7.8, 19.0, and 4.5 MPN/100 mL, respectively.
3. The maximum daily effluent limitation for coliform, established at 240 MPN/100 mL, was exceeded on March 7, 2011 with a reported value of 920 MPN/100 mL.
4. The coliform limitation of not having more than one value over 23 MPN/100 mL within a 30-day consecutive period was exceeded on March 12, 2011 and March 13, 2011 with reported values of 26 and 33 MPN/100 mL, respectively.

California Environmental Protection Agency



Mr. Meyer

- 2 -

March 13, 2012

Please be aware these violations subject the City to possible further enforcement action by the San Diego Water Board, including administrative enforcement orders requiring the City to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative assessment of civil liability in amounts of up to \$5,000 per day per violation;¹ and referral to the State Attorney General for injunctive relief.

The next monitoring report to be submitted is the February 2012 monthly monitoring report due by March 30, 2012.

In the subject line of any response, please include the requested "In refer to" information located in the heading of this letter. Please contact Ms. Catherine Cannova at (858) 627-3977 or at ccannova@waterboards.ca.gov if you have any questions on this matter.

Sincerely,

Brian D. Kelley

Brian D. Kelley, P.E.

Senior Water Resource Control Engineer
Cleanup and Land Discharge Branch

Regulatory Measure ID: 383722

Violation ID: 920700, 920701, 920702, 920703, 920704, 920705,
920706, 920707, 920708, 920709, 920710

¹ Under authority of California Water Code section 13350.

California Environmental Protection Agency

California Regional Water Quality Control Board, San Diego Region

July 30, 2012

Mr. Steve Meyer, Deputy Director
Metropolitan Wastewater Division
City of San Diego
2392 Kincaid Road
San Diego, CA 92101-2309

In reply refer to:
257831:00sibodu

SUBJECT: Review of Monitoring Reports for South Bay Water Reclamation Plant

Mr. Meyer:

The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) has reviewed the February-May 2012 monthly monitoring reports submitted by the City of San Diego in accordance with the Monitoring and Reporting Program No. 2000-203.

The following violations of the Order No. 2000-203 were identified in the submitted monitoring reports:

1. The 30-day average effluent limitation for chloride during any consecutive period, established at 260 milligrams per liter (mg/L), was exceeded on the following occasions:

Date	Reported Value (in mg/L)
February 7, 2012	286
February 14, 2012	288
February 20, 2012	288
February 28, 2012	287
March 7, 2012	285
March 13, 2012	281
March 20, 2012	276
March 27, 2012	274
April 4, 2012	273
April 10, 2012	269
April 17, 2012	268
April 24, 2012	270
May 1, 2012	268
May 8, 2012	269
May 15, 2012	272
May 22, 2012	276
May 29, 2012	278

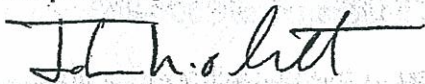
2. The 30-day average effluent limitation for manganese, established at 50 milligrams per liter (mg/L), was exceeded on February 7, 2012 with a reported value of 57.1 mg/L.

Please be aware these violations subject the City to possible further enforcement action by the San Diego Water Board, including administrative enforcement orders requiring the City to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative assessment of civil liability in amounts of up to \$5,000 per day per violation;¹ and referral to the State Attorney General for injunctive relief.

The next monitoring report required to be submitted is the June 2012 monthly monitoring report due by July 31, 2012.

In the subject line of any response, please include the requested "In refer to" information located in the heading of this letter. Please contact Mr. Fisayo Osibodu at (858) 637-5594 or at oosibodu@waterboards.ca.gov if you have any questions on this matter.

Respectfully,



John R. Odermatt
Senior Engineering Geologist
Cleanup and Land Discharge Branch

Regulatory Measure ID: 386625

Violation ID: 931460, 931461, 931462, 931463, 931464, 931465, 931466, 931467, 931468, 931469, 931470, 931471, 931472, 931473, 931474, 931475, 931476, 931483

¹ Under authority of California Water Code section 13350.



California Regional Water Quality Control Board, San Diego Region

March 6, 2013

Mr. Steve Meyer
Deputy Public Utility Director
City of San Diego
2392 Kincaid Road
San Diego, CA 92101

In reply refer to:
389491:tkirkendall

Subject: Review of Monitoring Reports for South Bay Water Reclamation Plant

Mr. Meyer:

The California Regional Water Quality Control Board San Diego Region (San Diego Water Board) has reviewed the June 2012-January 2013 monthly monitoring reports; the April-June 2012, July- September 2012, and October-December 2012 quarterly monitoring reports and the January-December 2012 annual monitoring report. These reports were submitted by the City of San Diego (City) in accordance with the Monitoring and Reporting Program of Order No. 2000-203.

The following violations of Section A.1 (Discharge Specifications) of Order No. 2000-203 were identified in the submitted monitoring reports:

1. The 30-day average effluent limitation for chloride, established at 260 milligrams per liter (mg/L), was exceeded on the following occasions:

Date	Reported Value (mg/L)
June 6	278
June 12	275
June 19	271
June 26	266
July 4	263
July 10	262
October 9	263
December 18	262
December 25	267
January 2	272
January 8	273
January 15	276
January 22	278
January 29	280

Mr. Meyer

- 2 -

March 5, 2013

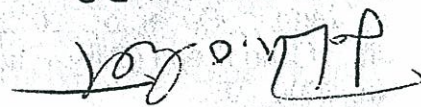
2. The effluent median coliform concentration was reported as 4.0, 4.0, and 4.0 Most Probable Number per 100 milliliter (MPN per 100 mL) on September 24, 25, and 26, 2012, respectively. Section A.1 of Order No. 2000-203 specifies that the effluent median coliform concentration shall not exceed 2.2 MPN per 100 mL (when utilizing effluent results collected for the last 7 days).

Please take steps to implement follow-up actions necessary to ensure that the violation noted above does not occur in the future. These violations subject the City to possible further enforcement action by the San Diego Water Board including administrative enforcement orders requiring the City to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative assessment of civil liability in amounts of up to \$5,000 per day per violation; referral to the State Attorney General for injunctive relief; and referral to the District Attorney for criminal prosecution.

The next monitoring report required to be submitted is the February 2013 monthly monitoring report, due by March 30, 2013.

In the subject line of any response, please include reference **389491**:tkirkendall. Please contact Mr. Tyler Kirkendall at 858-627-3935, or at tkirkendall@waterboards.ca.gov if you have any questions or comments.

Respectfully,



John R. Odermatt, P.G.
Senior Engineering Geologist
Land Discharge Unit

JRO: oo: tk

Tech Staff Info & Use	
Reg. Measure ID	389491
Violation ID	944716
	944718
	944721
	944722
	944723
	944724
	944725
	944726
	944727
	944728
	944730
	944731
	944733
	944735

¹ Under authority of California Water Code section 13350.

California Regional Water Quality Control Board, San Diego Region

May 23, 2013

In reply refer to:
257831:tkirkendall

Mr. Steve Meyer
Deputy Public Utility Director
City of San Diego
2392 Kincaid Road
San Diego, CA 92101

Subject: Review of Monitoring Reports for South Bay Water Reclamation Plant

Mr. Meyer:

The California Regional Water Quality Control Board San Diego Region (San Diego Water Board) has reviewed the February and March 2013 monthly monitoring reports and the January-March 2013 quarterly monitoring report. These reports were submitted by the City of San Diego (City) in accordance with the Monitoring and Reporting Program of Order No. 2000-203.

Section A.1 (Discharge Specifications) of Order No. 2000-203 specifies that the 30-day average effluent chloride concentration shall not exceed 260 milligrams per liter (mg/L). The 30-day average effluent limitation for chloride was exceeded on the days listed in the table below.

Date	Reported Value (mg/L)
February 5	280
February 12	278
February 19	276
February 26	277
March 6	277
March 12	278
March 19	279
March 26	283

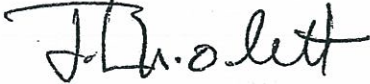
Please take steps to implement follow-up actions necessary to ensure that the violations noted above do not occur in the future. These violations subject the City to possible further enforcement action by the San Diego Water Board including administrative enforcement orders requiring the City to cease and desist from violations, or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative assessment of civil liability in

amounts of up to \$5,000 per day per violation;¹ referral to the State Attorney General for injunctive relief; and referral to the District Attorney for criminal prosecution.

The next monitoring report required to be submitted is the April 2013 monthly monitoring report, due by May 30, 2013.

In the subject line of any response, please include reference **257831:tkirkendall**. Please contact Mr. Tyler Kirkendall at 858-627-3935, or at tkirkendall@waterboards.ca.gov if you have any questions or comments.

Respectfully,



John R. Odermatt, P.G.
Senior Engineering Geologist
Land Discharge Unit

JRO: oo: tk

Tech Staff Info & Use	
Place ID	257831
Reg. Measure ID	390311
Violation ID	948315
	948316
	948317
	948318
	948319
	948320
	948321
	948322

¹ Under authority of California Water Code section 13350.

METRO JPA/TAC Staff Report

Subject Title:

South Bay Water Reclamation Plant Demineralization, (WBS# S-00310)

Requested Action:

Approval for the SBWRP Demineralization Design-Build Project. The total estimated project cost is \$5,973,695 and the design-builder contract was awarded to Ortiz Corporation, in the amount of \$3,888,562. This project provides demineralization of reclaimed water using the Electrodialysis Reversal (EDR) process.

Recommendations:

Metro TAC:	Present to JPA
IROC:	N/A- This project is included in the approved Metro CIP budget and does not require IROC review
Prior Actions: (Committee/Commission, Date, Result)	N/A

Fiscal Impact:

Is this projected budgeted? Yes <u>X</u> No ____	
Cost breakdown between Metro & Muni:	\$5,973,695 (100% Metro)
Financial impact of this issue on the Metro JPA:	\$2,001,187 (33.5% Metro JPA)

Capital Improvement Program:

New Project? Yes <u>X</u> No ____	
Existing Project? Yes ____ No <u>X</u> upgrade/addition ____ change ____	

Comments/Analysis:

Previous TAC/JPA Action: N/A

Additional/Future Action:

City Council Action: N/A



City of San Diego

SOUTH BAY WATER RECLAMATION PLANT DEMINERALIZATION PROJECT



Metro TAC Meeting- Project Presentation
February 19, 2014



BACKGROUND

North City Water Reclamation Plant (NCWRP)

- Electrodialysis Reversal (EDR) Demineralization Facility reduces dissolved minerals required for reclaimed water use.
- Six EDR units. Four are permanent and two are trailer mounted units.
- Advanced Water Purification (AWP) Facility reduces TDS at a higher rate, and eliminates the need for the EDR trailer units at North City.





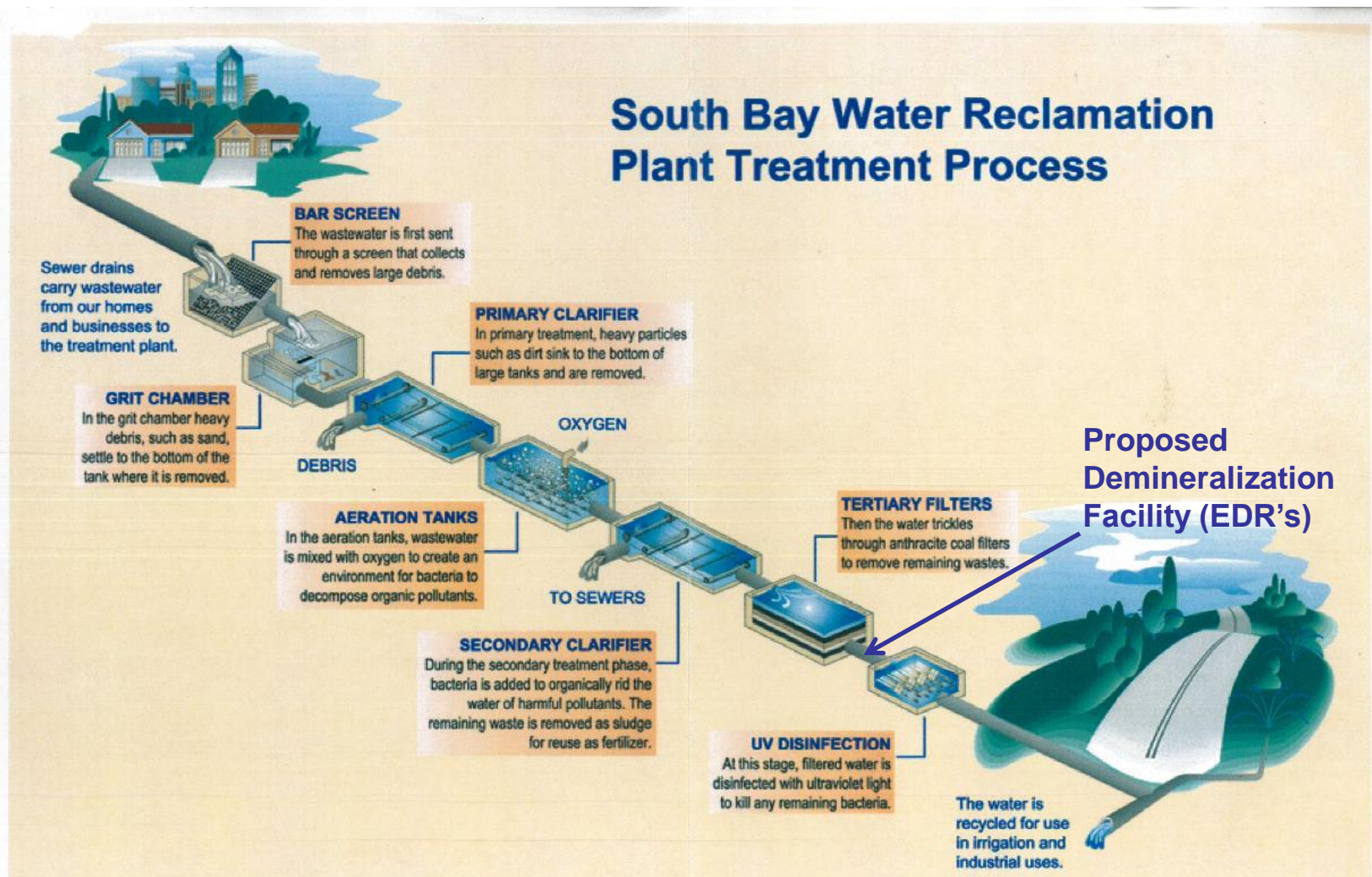
BACKGROUND

South Bay Water Reclamation Plant (SBWRP)

- The plant currently treats an average flow of 8.5 mgd of wastewater.
- Reclaimed water demand of 3 mgd, peak demand of 6 mgd.
- Provides reclaimed water to International Boundary Water Commission and Otay Water District.
- Reoccurring chloride concentration exceed 260 mg/L monthly allowable limit.
- Total Dissolved Solids (TDS) levels will exceed 1,000 mg/L with anticipated increase in reclaimed water demand and future flow with higher TDS.



BACKGROUND





SCOPE

Construct new Demineralization Facility at SBWRP

- Relocate two trailer mounted EDR units from NCWRP to new permanent location at SBWRP.
- Integration of EDR units requires civil, mechanical, chemical, electrical and control system site additions/modifications.
- Reduce reportable levels of Chloride, Manganese and TDS.

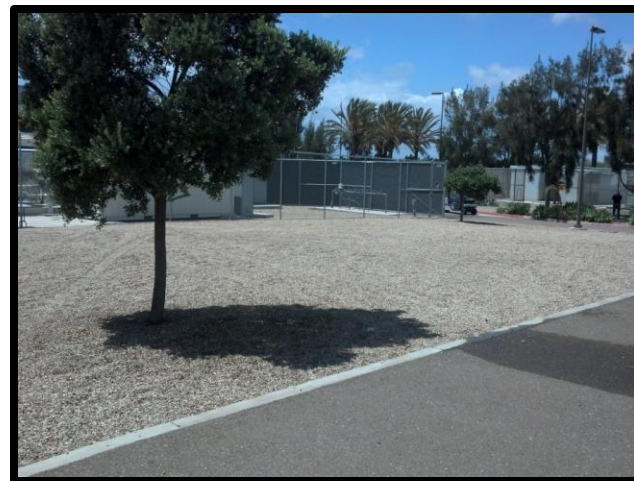




SCOPE —DESIGN ELEMENTS

Civil

- Grading to provide level pad for EDR units.
- Reinforced concrete slab (approx 120 ft x 50 ft).
- Retaining wall to allow finish grade level with adjacent area.
- Structural steel canopy.
- 12 foot wide paved access road for chemical delivery.
- New electrical building structure.
- Drain piping to sanitary sewer.
- Relocate trailers and mount to new concrete pad.



Electrical

- Electrical power supplied from adjacent substation.
- Motor control center with VFDs, power panel, PLC, etc.
- Integration of EDRs with Plant DCS.





SCOPE –DESIGN ELEMENTS

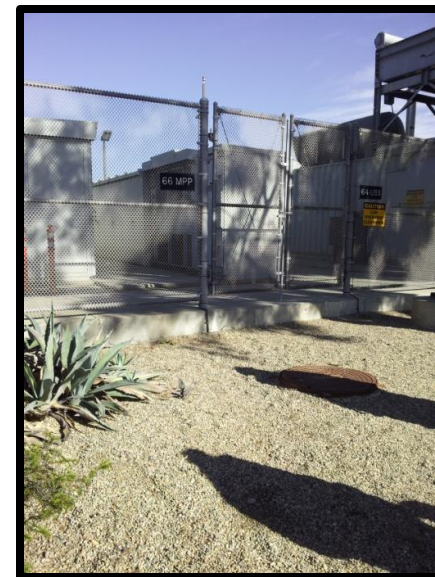
Chemical

- New Chemical storage and supply area.
- Piping and transfer pumps.
- Proposed Chemical tanks:
 - Sodium Hydroxide (25% Caustic) 400 gal
 - Hydrochloric Acid (18%) 1,000 gal
 - Sodium Hypochlorite (12.5%) 150 gal
 - Brine Saturator Tank (23% NaCl) Custom
 - CIP Solution 1,500 gal



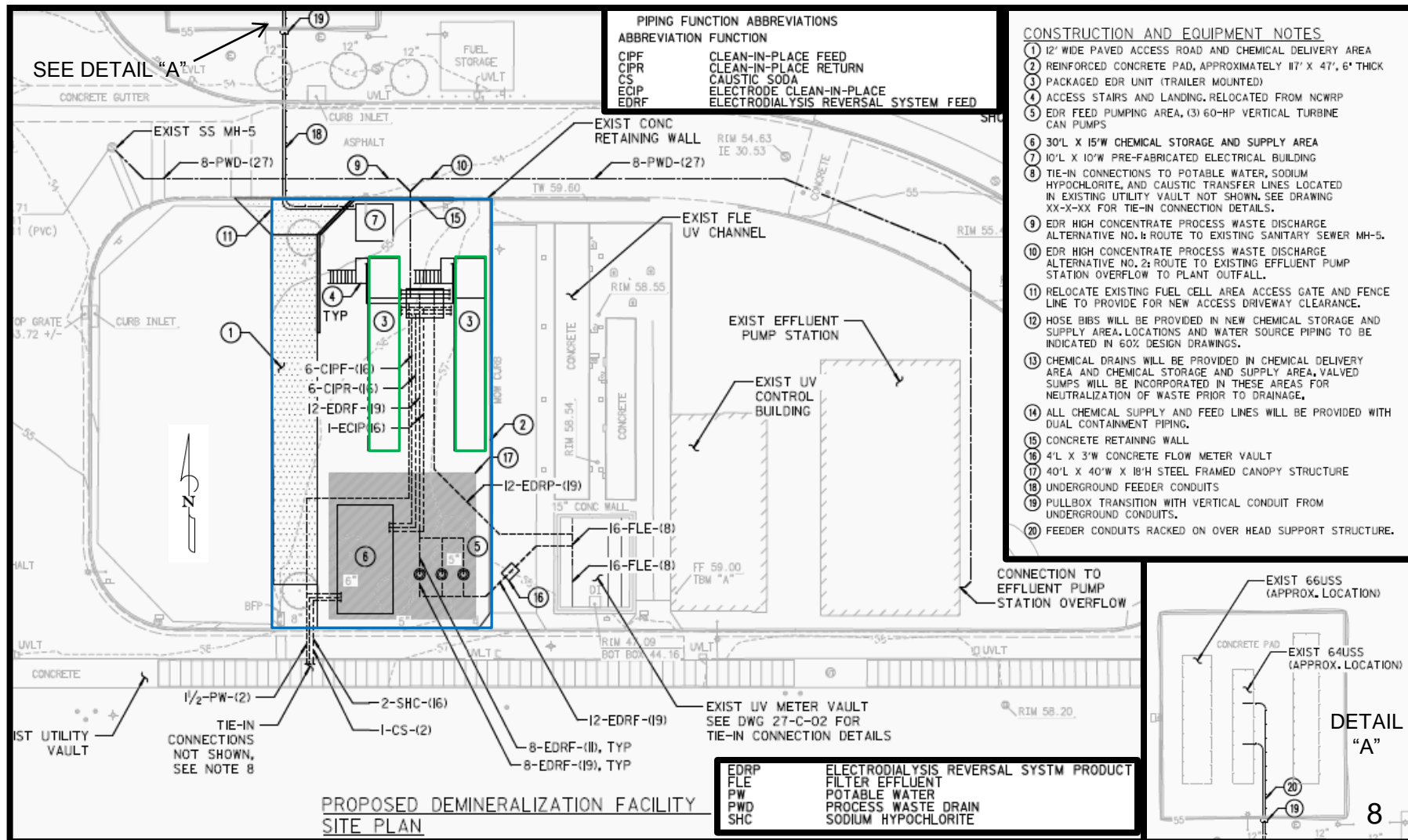
Mechanical

- Feed water and product water tie-in upstream of UV Basins.
- Operating control valves.
- Three 75-hp vertical turbine can pumps, driven by variable frequency drive (VFD).
- EDR piping connections – EDR feed/product, CIP feed/return, ECIP, Process Waste Drain
- Potable water piping for maintenance and chemical batching.





SBWRP DEMINERALIZATION – COMPONENT LAYOUT





COST



Design Build Contract Agreement

- Ortiz Corporation / RBF Consulting \$3,888,562 (awarded contract)
- Ahrens Corporation / Lee & Ro \$3,963,096



SCHEDULE

Bridging Document Phase

- Oct 2012 to Jan 2013

Request for Proposal Phase

- Feb 2013 to Oct 2013

Design Build Phase

- Nov 2013 to Jan 2015
- 300 Working Days (14 Months)





BASELINE CHANGES

Time Increase: 6 months to 14 months

- During RFP phase, prospective Contractors warned the short design-build duration of 6 months was not realistic and could not be met. The new contract duration of 14 months allows for design and permitting, equipment procurement, construction and facility start-up tasks.

Cost Increase: \$3,279,133 to \$5,973,695

- The engineer's estimate for the design-build contract was \$2,194,000.
- Due to the project's electrical, chemical, required site modifications and overall complexity, the low bid came in at \$3,888,562. This is \$1,694,562 over the estimate. Subsequent soft cost and contingency adjustments increase the overall cost by \$2,694,562.



BASELINE CHANGES (CONT.)

	Design-Build Bid Items	Construction Estimate	Actual Bid
1	BONDS	\$ 40,000.00	\$ 27,000.00
2	ENGINEERING DESIGN	\$ 200,000.00	\$ 253,539.00
3	FIELD CONSTRUCTION		
	Mechanical	\$ 811,000.00	\$ 923,800.00
	Electrical	\$ 290,000.00	\$ 531,150.00
	Chemical	\$ 150,000.00	\$ 587,160.00
	I&C	\$ 35,000.00	\$ 46,000.00
	Site modifications	\$ 229,000.00	\$ 361,804.00
	Canopy	\$ -	\$ 144,395.00
	Move Trailers	\$ 4,000.00	\$ 105,635.00
	Start-up	\$ 30,000.00	\$ 41,390.00
	Miscellaneous	\$ -	\$ 348,189.00
4	STORM WATER	\$ 15,000.00	\$ 3,500.00
5	MOBILIZATION	\$ 40,000.00	\$ 65,000.00
6	PERMITS	\$ 200,000.00	\$ 200,000.00
7	WETWELL (AS NEEDED)	\$ 50,000.00	\$ 50,000.00
8	FIELD ORDERS (AS NEEDED)	\$ 100,000.00	\$ 200,000.00
		\$ 2,194,000.00	\$ 3,888,562.00
	Design	\$ (200,000.00)	\$ (200,000.00)
	Contingency (15%)	\$ 299,100.00	\$ 500,000.00
	Total Construction	\$ 2,293,100.00	\$ 4,188,562.00
	Total Soft Costs (30%)	\$ 986,033.00	\$ 1,785,133.00
	Total Project Cost	\$ 3,279,133.00	\$ 5,973,695.00



THANK YOU

AGENDA ITEM 8

Attachment

(Lori Anne Peoples – Admin.
Services Agmt. 2014-2016)

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

THIS AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, ~~2009~~2014, ("Execution Date") by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Joint Powers Agreement"), as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Waste Water Disposal Agreement dated June 25, 1998 ("Metro Agreement"); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement~~;~~ and

C. Public works directors and engineers from the Participating Agencies are members of the Metro Technical Advisory Committee ("Metro TAC"), which is an advisory body to the JPA and the Metro Commission₂ to provide authoritative recommendations to the Metro JPA and Metro Commission~~;~~ and

D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission₂ and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

~~D~~E.The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

~~E~~F.Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

~~F~~G.The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency's proportionate flow in the Metropolitan Sewerage System ~~system~~—as set during the Metro JPA annual budget process; and

~~GH~~. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Services. Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPPC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned ("Administrative Services").
2. Term and Termination. The term of this Agreement shall ~~be a two (2) year period commencing April 10, 2009 and terminating April 20, 2011~~ commence on April 11, 2014 and terminate on June 30, 2016 ("Term"). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.
3. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of ~~\$50.00~~ \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.

5. Invoicing. Ms. Peoples shall submit ~~monthly~~quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro JPA, Metro Commission, and Metro TAC. The Metro JPA shall endeavor to remit payment within thirty (30) calendar days of receipt of the invoice. Ms. Peoples ~~acknowledge~~acknowledges that the income thus derived from this agreement is taxable and will be reported to the Internal Revenue Service. Further, Ms. Peoples acknowledges that no income tax, or any other withholdings, will be withheld on this income and that, as an independent contractor, she is responsible for obtaining any required business licenses and permits.
6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Ms. Peoples and made available for inspection by Metro JPA at all reasonable times during the Agreement period, and for four (4) years from the date of final payment under the Agreement ~~for inspection by Metro JPA.~~
7. Indemnification. Metro JPA and Ms. Peoples each agree to defend, indemnify, protect and hold harmless the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying Party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying Party's officers, employees and agents. The indemnifying Party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.
8. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

MS. PEOPLES:	METRO JPA:
<u>Lori Anne Peoples</u> <u>C/O City of Chula Vista</u> <u>276 Fourth Avenue</u> <u>Chula Vista, CA 91910</u> <u>Attn: Lori Anne Peoples</u>	Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15 th Floor San Diego CA 92101 Attn: Paula de Sousa <u>General Counsel</u> and Mark Robak <u>Chair</u>

9. Insurance. Ms. Peoples shall provide proof of commercial general liability and automobile insurance to the Metro JPA in amounts and with policies, endorsements, and conditions required by the Metro JPA for the Administrative Services.
10. General Terms.

- a. Standard of Care. The Administrative Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Assignment and Subconsultants. Ms. Peoples and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.
- c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Ms. Peoples shall become an employee of Metro JPA.
- d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable ~~attorney's~~attorneys' fees, as determined by the court.
- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[\[Signatures on following page\]](#)

SIGNATURE PAGE TO
AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES

The Metro JPA and Ms. Peoples execute this Agreement dated as of the Execution Date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

Lori Anne Peoples

By: _____

Dated: _____

Metro Wastewater Joint Powers
Authority

By: _____
~~Mark Robak~~ Cheryl Cox,
Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority

Summary Report: Litéra® Change-Pro 7.0.0.400 Document Comparison done on 2/26/2014 10:26:24 AM	
Style Name: Default Style	
Original DMS: iw://iManage/iManage/8567886/1	
Modified DMS: iw://iManage/iManage/8567886/4	
Changes:	
Add	45
Delete	19
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	66

**AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

THIS AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, 2014, ("Execution Date") by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and Lori Anne Peoples ("Ms. Peoples"). Metro JPA and Ms. Peoples are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Joint Powers Agreement"), as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Waste Water Disposal Agreement dated June 25, 1998 ("Metro Agreement"); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. Public works directors and engineers from the Participating Agencies are members of the Metro Technical Advisory Committee ("Metro TAC"), which is an advisory body to the JPA and the Metro Commission, to provide authoritative recommendations to the Metro JPA and Metro Commission; and

D. The activities of the Metro JPA, the Metro Commission, and Metro TAC require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro JPA, Metro Commission, and Metro TAC function within the legal requirements of State law and in a constructive and positive manner; and

E. The Metro JPA, Metro Commission, and Metro TAC do not currently employ staff to perform these administrative clerical services; and

F. Ms. Peoples desires to perform administrative services for the Metro JPA, Metro Commission, and Metro TAC; and

G. The Metro JPA intends to charge each Participating Agency a share of the cost of the administrative services provided by Ms. Peoples, based on each Participating Agency's proportionate flow in the Metropolitan Sewerage System as set during the Metro JPA annual budget process; and

H. The Metro JPA and City of San Diego intend to enter into an agreement under which the City of San Diego will reimburse the Metro JPA for administrative services performed by Ms. Peoples for the Metro Commission.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Services. Ms. Peoples agrees to provide clerical support and related services to facilitate monthly Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC meetings, and any special meetings that may be called, including: preparation of agendas and attachments; posting of agendas and notices in compliance with State laws; distribution via e-mail and mailing of agenda packages; attending meetings and taking action and summary minutes; distribution via e-mail of minutes; preparation of and e-mailing and mailing of all necessary correspondence; interfacing with the Chair and Commissioners by phone, e-mail and fax; facilitating and submitting monthly per diem forms for Commissioners; maintaining Metro rosters; maintaining files; preparation and tracking of Annual, Assuming and Leaving Office FPPC 700 Conflict of Interest forms; processing and tracking of all contracts and agreements entered into by the Metro JPA; providing informational updates and acting as liaison to the Webmaster; serving as a contact person for the Metro JPA, Metro JPA Committees, Metro Commission, and Metro TAC; and performance of other duties as assigned (“Administrative Services”).
2. Term and Termination. The term of this Agreement shall commence on April 11, 2014 and terminate on June 30, 2016 (“Term”). This Term may be extended in a writing signed by both Parties. Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.
3. Reimbursement/Payment. For the Term of this Agreement, as defined in Section 2 above, the Metro JPA agrees to pay Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies. Metro JPA will, upon submission of proper documentation, reimburse Ms. Peoples up to \$450 per quarter, or pro rata portion thereof, for cell phone, internet access, and technology costs incurred by Ms. Peoples requisite to conduct the Administrative Services.
4. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to Metro Commission during the Term of this Agreement, and approximately four (4) hours per month providing Administrative Services to Metro JPA and Metro TAC during the Term of this Agreement. Metro JPA, through direction of its Chairperson, hereby reserves the right, upon mutual agreement of the Parties, to extend or otherwise modify these estimated monthly hours to obtain increased or amended Administrative Services from Ms. Peoples as necessary.
5. Invoicing. Ms. Peoples shall submit quarterly invoices to the Metro JPA for reimbursement of the Administrative Services provided under this Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing

Administrative Services for Metro JPA, Metro Commission, and Metro TAC. The Metro JPA shall endeavor to remit payment within thirty (30) calendar days of receipt of the invoice. Ms. Peoples acknowledges that the income thus derived from this agreement is taxable and will be reported to the Internal Revenue Service. Further, Ms. Peoples acknowledges that no income tax, or any other withholdings, will be withheld on this income and that, as an independent contractor, she is responsible for obtaining any required business licenses and permits.

6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Ms. Peoples and made available for inspection by Metro JPA at all reasonable times during the Agreement period, and for four (4) years from the date of final payment under the Agreement.
7. Indemnification. Metro JPA and Ms. Peoples each agree to defend, indemnify, protect and hold harmless the other Party, officers, employees, and agents from all claims asserted, or liability established for damages or injuries to any person or property including to the indemnifying Party's officers, employees and agents, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused by or claimed to be caused by the acts or omissions of the indemnifying Party's officers, employees and agents. The indemnifying Party's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the established active negligence, sole negligence or willful misconduct of the other Party, its agents, officers or employees.
8. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

MS. PEOPLES: Lori Anne Peoples C/O City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 Attn: Lori Anne Peoples	METRO JPA: Metro Wastewater Joint Powers Authority C/O Paula de Sousa, General Counsel 655 West Broadway 15 th Floor San Diego CA 92101 Attn: General Counsel and Chair
--	--

9. Insurance. Ms. Peoples shall provide proof of commercial general liability and automobile insurance to the Metro JPA in amounts and with policies, endorsements, and conditions required by the Metro JPA for the Administrative Services.
10. General Terms.
 - a. Standard of Care. The Administrative Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

- b. Assignment and Subconsultants. Ms. Peoples and Metro JPA shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason.
- c. Independent Contractor. Ms. Peoples is retained as an independent contractor and is not an employee of Metro JPA. No employee or agent of Ms. Peoples shall become an employee of Metro JPA.
- d. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.
- e. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

**SIGNATURE PAGE TO
AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE METRO WASTEWATER JOINT POWERS AUTHORITY AND
LORI ANNE PEOPLES**

The Metro JPA and Ms. Peoples execute this Agreement dated as of the Execution Date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

Lori Anne Peoples

By: _____

Dated: _____

Metro Wastewater Joint Powers Authority

By: _____

Cheryl Cox, Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority

AGENDA ITEM 9

Attachment

(City of San Diego Reimb. Agmt.
For Admin. Support Svs.)

**REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES (“Agreement”) is made and entered into this 11th day of April, ~~2009~~2014, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* (“Metro JPA”) and the City of San Diego, a municipal corporation (“City”). Metro JPA and the City are sometimes individually referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 et seq.; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the “Participating Agencies”) entered into a Joint Exercise of Powers Agreement (“Joint Powers Agreement”), as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 (“Metro Agreement”); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. The activities of the Metro Commission require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro Commission functions within the legal requirements of State law and in a constructive and positive manner (“Administrative Services”); and

D. The Metro JPA entered into an agreement ~~dated _____, 2009~~ with Lori Anne Peoples (“Ms. Peoples”), which commences on April 11, 2014 and terminates on June 30, 2016, for the performance of these Administrative Services by Ms. Peoples ~~for a term of two years~~ (“Administrative Services Agreement”), a copy of which is attached as Exhibit “A”; and

E. The Administrative Services Agreement requires the Metro JPA to compensate Ms. Peoples at the rate of \$~~50.00~~52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

F. The City ~~of San Diego~~ desires to reimburse the Metro JPA for the cost of Administrative Services performed by Ms. Peoples for the Metro Commission pursuant to the Administrative Services Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of ~~\$50.00~~ \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services..

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed sixty-five thousand dollars (\$65,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately ~~four~~ twenty (420) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. The Metro JPA shall submit ~~monthly~~ quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall terminate upon the earlier of: (1) ~~April 20~~ June 30, 2014 ~~2018~~; or (2) termination of the Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by personal delivery or by mail as

follows:

CITY:

City of San Diego MWWD
C/O Martin Kane, Agency Contracts
9192 Topaz Way
San Diego, CA 92123

~~Mark Robak~~Chair

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Paula de Sousa, General Counsel
655 West Broadway 15th Floor
San Diego CA 92101

Attn: ~~Paula de Sousa~~General Counsel and

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable ~~attorney's~~s attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY

The Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

City of San Diego

By: _____

Dated: _____

Metro Wastewater Joint Powers
Authority

By: _____

~~Mark Robak~~ Cheryl Cox,
Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority
Approved as to form:

Counsel
City of San Diego

Exhibit A
Administrative Services Agreement

Summary Report: Litéra® Change-Pro 7.0.0.400 Document Comparison done on 2/26/2014 10:25:00 AM	
Style Name: Default Style	
Original DMS: iw://iManage/iManage/8567884/1	
Modified DMS: iw://iManage/iManage/8567884/7	
Changes:	
Add	38
Delete	19
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	57

**REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

THIS REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES ("Agreement") is made and entered into this 11th day of April, 2014, by and between the Metro Wastewater Joint Powers Authority, existing and organized pursuant to the provisions of Government Code section 6500 *et seq.* ("Metro JPA") and the City of San Diego, a municipal corporation ("City"). Metro JPA and the City are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

A. The City of Coronado, the City of Del Mar, the City of El Cajon, the City of Imperial Beach, the City of La Mesa, the City of National City, the City of Chula Vista, the Lemon Grove Sanitation District, the City of Poway, Padre Dam Municipal Water District, Otay Water District and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the "Participating Agencies") entered into a Joint Exercise of Powers Agreement ("Joint Powers Agreement"), as amended, creating the Metro JPA for the purpose of taking responsibility, taking actions, and making decisions pertaining to the Regional Wastewater Disposal Agreement dated June 25, 1998 ("Metro Agreement"); and

B. The Participating Agencies appoint representatives to the Metro Commission, which is an advisory body to the City of San Diego created pursuant to the Metro Agreement; and

C. The activities of the Metro Commission require administrative staff to prepare agendas, distribute mail, prepare minutes and perform other administrative activities to assure the Metro Commission functions within the legal requirements of State law and in a constructive and positive manner ("Administrative Services"); and

D. The Metro JPA entered into an agreement with Lori Anne Peoples ("Ms. Peoples"), which commences on April 11, 2014 and terminates on June 30, 2016, for the performance of these Administrative Services by Ms. Peoples ("Administrative Services Agreement"), a copy of which is attached as Exhibit "A"; and

E. The Administrative Services Agreement requires the Metro JPA to compensate Ms. Peoples at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies; and

F. The City desires to reimburse the Metro JPA for the cost of Administrative Services performed by Ms. Peoples for the Metro Commission pursuant to the Administrative Services Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Reimbursement to Metro JPA. The City agrees to reimburse Metro JPA at the rate of \$52.50 per hour plus mileage at the current IRS Rate/Mile and actual costs for postage and supplies for Administrative Services provided by Ms. Peoples for the Metro Commission. The City agrees to reimburse Metro JPA up to \$360.00 per quarter or pro rata portion thereof, with proper documentation for phone, internet access, and technology costs incurred by Ms. Peoples in the performance of the Administrative Services..

1.1 Maximum Reimbursement. The City's total reimbursement obligation under the term of the Agreement shall not exceed sixty-five thousand dollars (\$65,000.00) for administrative services, which is inclusive of reimbursement for the phone, internet access, and technology costs identified in Section 1.0 above.

2. Monthly Hours. The Parties estimate that Ms. Peoples will spend approximately twenty (20) hours per month providing Administrative Services to the Metro Commission for the term of the Administrative Services Agreement. These estimated monthly hours may be extended or otherwise modified upon mutual agreement of the Parties to obtain increased or amended Administrative Services as necessary, consistent with the Administrative Support Services Agreement between Metro JPA and Ms. Peoples. Any increase in estimated hours shall not exceed the maximum reimbursement identified in Section 1.1 of the Agreement without written consent of the parties.

3. Invoicing. The Metro JPA shall submit quarterly invoices to the City for reimbursement of the Administrative Services provided to the Metro Commission under the Administrative Services Agreement. The invoices shall contain documentation of the hours Ms. Peoples spent providing Administrative Services for Metro Commission. The City shall remit payment within thirty (30) calendar days of receipt of the invoice.

4. Term and Termination. This Agreement shall terminate upon the earlier of: (1) June 30, 2018; or (2) termination of the Administrative Services Agreement by the Metro JPA or Ms. Peoples. Upon termination of this Agreement, the City shall pay the Metro JPA for any outstanding Administrative Services performed by Ms. Peoples, and the obligation of the City to the Metro JPA shall thereupon cease and terminate and no further sums shall be payable or paid under this Agreement. The term of this Agreement may be extended in a writing signed by both Parties.

5. Notice. Unless notified in writing of a change of address, all notices, payments or correspondence relating to this Agreement may be given by personal delivery or by mail as follows:

CITY:

City of San Diego MWWD
C/O Martin Kane, Agency Contracts
9192 Topaz Way
San Diego, CA 92123

METRO JPA:

Metro Wastewater Joint Powers Authority
C/O Paula de Sousa, General Counsel
655 West Broadway 15th Floor
San Diego CA 92101
Attn: General Counsel and Chair

6. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California; any action to enforce the terms of this Agreement shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

7. Amendment; Modification; Severability. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

8. Integration. This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder.

[Signatures on following page]

**SIGNATURE PAGE TO
REIMBURSEMENT AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES
BY AND BETWEEN THE CITY OF SAN DIEGO AND
METRO WASTEWATER JOINT POWERS AUTHORITY**

The Metro JPA and the City execute this Agreement as of the date above, indicating that they have read and understood the terms of this Agreement, and indicate their full and complete consent to its terms:

Dated: _____

City of San Diego

By: _____

Dated: _____

Metro Wastewater Joint Powers Authority

By: _____
Cheryl Cox, Chairperson

Approved as to form:

Paula C. P. de Sousa
General Counsel
Metro Wastewater Joint Powers Authority
Approved as to form:

Counsel
City of San Diego

Exhibit A
Administrative Services Agreement

AGENDA ITEM 10

Attachment

(Sponsorship by JPA of Water
Reliability Coalition)



Reception Honoring Water Reuse Leaders & Advocates

Thursday, March 20th from 4:30 p.m. – 7:00 p.m.

Yard House - Private Event Room, 1023 4th Ave, Downtown San Diego

Confirmed guests include: Congressman Scott Peters, San Diego Interim Mayor Todd Gloria, San Diego Chief Operating Officer Scott Chadwick, San Diego Public Utilities Director Halla Razak and San Diego Water Purification Program Manager Ann Sasaki.

Sponsorship Opportunities

Title Sponsor \$10,000

- Ten (10) tickets to VIP reception
- Ten (10) tickets to main reception
- Opportunity to introduce keynote speaker and provide opening remarks
- Logo recognition as title sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on home page of website
- Title Sponsorship and ten (10) tickets to annual forum

Presenting Sponsor \$5,000

- Ten (10) tickets to reception
- Logo recognition as presenting sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on home page of website
- Presenting Sponsorship and five (5) tickets to annual forum

Supporting Sponsor \$2,500

- Five (5) tickets to reception
- Logo recognition as supporting sponsor on invitation

WRC Supporting Membership Benefits Included:

- Logo recognition on member page of the website
- Five (5) tickets to annual forum

Community Sponsor \$1,000

- Two (2) tickets to reception
- Logo recognition as community sponsor on invitation

Reservation Form

Yes! I welcome the opportunity to support the Water Reliability Coalition Reception at the level indicated below:

Sponsorship and Ticket Information:

- ☐ Title Sponsor \$10,000
☐ Presenting Sponsor \$5,000
☐ Supporting Sponsor \$2,500
☐ Community Sponsor \$1,000

Contact Name: _____

Organization: _____

Phone: _____ Fax number: _____

Email: _____

Please note that sponsorship is non-refundable.

☐ Check enclosed.

☐ Please charge my credit card. I authorize SDCTA, the Water Reliability Coalition's fiscal agent, to charge the credit card below in the amount of \$_____.

☐ Visa ☐ MasterCard ☐ Discover

Credit Card Number: ____ - ____ - ____ - ____

Expiration Date: ____ Billing Zip Code: ____

Name as it appears on Credit Card

Cardholder's Signature

Please return this form to the Water Reliability Coalition c/o SDCTA by **email** to sdwaterreliability@gmail.com or **mail** at 707 Broadway Suite 905 San Diego, CA 92101.

AGENDA ITEM 11

Attachment

(JPA Mid-Year Financial Report)

Metro Wastewater JPA
Treasurer's Report
Six months ending December 31, 2013

Metro Wastewater JPA
Treasurer's Report
Six months ending December 31, 2013
Unaudited

Beginning Cash Balance at July 1, 2013	\$ 212,980
Operating Results	
Membership dues & interest income	114,296
Expenses	<u>(126,942)</u>
Net Income (Loss)	(12,646)
Net change in receivables & payables (see cash flow statement)	<u>84,509</u>
Cash provided by (used in) operating activities	71,863
Ending Cash Balance at December 31, 2013	<u><u>\$ 284,843</u></u>

Submitted by:

Karen Jassoy, Treasurer, 2/20/14

Metro Wastewater JPA

Balance Sheet

As of December 31, 2013 and June 30, 2013

Unaudited

	<u>Dec 31, 2013</u>	<u>Jun 30, 2013</u>	<u>\$ Change</u>
ASSETS			
Checking/Savings			
California Bank & Trust - Savings	\$ 275,984	\$ 203,685	\$ 72,299
California Bank & Trust - Checking	<u>8,859</u>	<u>9,295</u>	<u>(436)</u>
Total Checking/Savings	284,843	212,980	71,863
Accounts Receivable	<u>5,259</u>	<u>9,104</u>	<u>(3,845)</u>
TOTAL ASSETS	<u><u>\$ 290,102</u></u>	<u><u>\$ 222,084</u></u>	<u><u>\$ 68,018</u></u>

LIABILITIES & EQUITY

Liabilities			
Accounts Payable	\$ 41,985	\$ 75,579	\$ (33,594)
Unearned Membership Billings	<u>114,258</u>	<u>-</u>	<u>114,258</u>
Total Liabilities	156,243	75,579	80,664
Fund Balance			
At Beginning of Period	146,505	115,570	30,935
Net Income	<u>(12,646)</u>	<u>30,935</u>	<u>(43,581)</u>
At End of Period	<u>133,859</u>	<u>146,505</u>	<u>(12,646)</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 290,102</u></u>	<u><u>\$ 222,084</u></u>	<u><u>\$ 68,018</u></u>

<i>Fund balance at 12/31/13</i>	<i>\$ 133,859</i>	
<i>2014 JPA Required Operating Reserve</i>	<i>76,205</i>	
<i>Based on 4 months of Operating Expenditures</i>	<u></u>	
<i>Over (under) required reserve</i>	<i>\$ 57,654</i>	

Metro Wastewater JPA
Profit & Loss Budget vs. Actual
July through December 2013
Unaudited

	<u>Actual</u>	<u>Budget</u>	<u>Over (Under) Budget</u>
Income			
Membership Dues	\$ 114,258	\$ 114,258	\$ -
Interest Income	38	52	(14)
Total Income	\$ 114,296	\$ 114,310	\$ (14)
Expense			
Administrative Assistant	\$ -	\$ 1,800	\$ (1,800)
Admin & Treasury Services-Padre	8,494	9,502	(1,008)
Atkins	87,646	64,599	23,047
Audit Fees	-	-	-
Contingencies	-	-	-
Dues & Subscriptions	-	300	(300)
Legal - BB&K	21,081	17,498	3,583
JPA/TAC meeting expenses	1,686	2,498	(812)
Mileage Reimbursement	-	1,000	(1,000)
Miscellaneous	-	225	(225)
Office Supplies	-	250	(250)
Per Diem - Agency	7,500	9,998	(2,498)
Public Information	535	412	123
Telephone	-	225	(225)
Total Expense	\$ 126,942	\$ 108,307	\$ 18,635
Net Income	<u><u>\$ (12,646)</u></u>	<u><u>\$ 6,003</u></u>	<u><u>\$ (18,649)</u></u>

Metro Wastewater JPA
Statement of Cash Flows
July through December 2013
Unaudited

OPERATING ACTIVITIES

Net Income	\$ (12,646)
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	3,845
Accounts Payable	(33,594)
Unearned Membership Billings	<u>114,258</u>
Net cash provided by Operating Activities	<u>71,863</u>
Net cash increase for period	71,863
Cash at beginning of period	<u>212,980</u>
Cash at end of period	<u><u>\$ 284,843</u></u>

Metro Wastewater JPA
A/R Aging Summary
As of December 31, 2013

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
City of San Diego - Metro Wastewater Dept	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,259.03</u>	<u>\$ 5,259.03</u>
TOTAL	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,259.03</u>	<u>\$ 5,259.03</u>

Metro Wastewater JPA
Vendor Balance Summary
As of December 31, 2013

Padre Dam	\$ 21,589.20 *
Atkins North America	18,207.80 *
Best, Best and Krieger	<u>2,187.89 *</u>
Total	<u><u>\$ 41,984.89</u></u>

AGENDA ITEM 12

Attachment

(MetroTAC Update/Report)

MetroTAC
2012/13 Work Plan
January 2014 (Revised Per Metro TAC)

MetroTAC Items	Description	Subcommittee Member(s)
JPA Website Update	5/13: The Metro TAC would like to update the current website as it is outdated. A review of the current website and its limitations will be on the Metro TAC agenda in the next couple months. 9/13: Greg & Karyn have been working with Vision Internet to finalize a scope of work and contract. These will go to the JPA for approval at their October meeting. <i>1/14: The contract has been negotiated and approved and Vision has started on the framework for the website.</i>	Greg Humora Karyn Keese
PUD Industrial Waste Program Update	9/13: A performance audit was performed on the PUD's IWCP. The audit produced two findings and made 8 recommendations. PUD has hired Brown & Caldwell to perform a fee study and assist implementation of an updated program. A subcommittee of the Metro TAC was formed to work with PUD staff and the consultant.	Roberto Yano Ed Walton
Management of Non-Dispersibles in Wastewater	9/13: Eric Minicilli handed out a position paper prepared by the NEWEA. A copy is attached to this work plan.	Eric Minicilli
2013 Transportation Rate Update	5/13: PUD staff is proposing slightly revising the methodology and increasing the transportation rate. Subcommittee met with PUD staff on 6/12/13 to review calculations. 9/13: PUD staff is having the rate methodology reviewed by engineering staff. They should be meeting with Metro TAC subcommittee within the next month.	Al Lau Dan Brogadir Karyn Keese
PLWTP Permit Ad Hoc TAC	6/13: Ad Hoc created by JPA at their special June workshop. Goal: Create regional water reuse plan so that both a new, local, diversified water supply is created and maximum offload at Point Loma is achieved to support federal legislation for permanent acceptance of Point Loma as a smaller advanced primary plant. Minimize ultimate Point Loma treatment costs and most effectively spend ratepayer dollars due to successful coordination between water and wastewater agencies. Ad Hoc has been meeting all month and has developed a Concept Paper. Ad Hoc will be giving presentations to PAs City Councils/Board of Directors during July 2013. 9/13: Greg Humora, Leah Browder, and Scott Tulloch have given presentations to most of the governing bodies of the PAs in addition to meeting with environmental groups, San Diego staff and City Council members. A position paper, as well as a presentation, has been prepared. A resolution of support has been adopted by the governing bodies of the PAs. <i>1/14: The AdHoc outreach group continues to meet with stakeholders and City staff in development of the Program.</i>	Greg Humora Leah Browder Mark Watton Scott Tulloch Rick Hopkins Jim Smyth Karyn Keese
IRWMP	Bob Kennedy attended the Regional Advisory Committee (RAC) meeting of April 3, 2013. Minutes from this meeting are attached. 6/5/13: Bob Kennedy attended Meeting #43. Minutes are attached to this work plan. The Final 2013 San Diego IRWM Plan has been completed and is available to download at http://sdirwmp.org/2013-irwm-plan-update . <i>1/14: Bob Kennedy continues to attend RAC meetings and reports back to Metro TAC.</i>	Bob Kennedy Greg Humora
Fiscal Items	The Finance committee will continue to monitor and report on the financial issues affecting the Metro System and the charges to the PAs. The debt finance and reserve coverage issues have been resolved. Refunds totaling \$12.3 million were sent to most of the PA's. 10/26/11: 2010 will be the first year where the PAs will be credited with interest on the debt service reserve and operational fund balances. Interest will be applied as an income credit to Exhibit E when that audit is complete.	Greg Humora Karen Jassoy Karyn Keese

MetroTAC Items	Description	Subcommittee Member(s)
Recycled Water Revenue Issue	Per our Regional wastewater Agreement revenues from SBWTP are to be shared with PA's. 4/11: City has agreed to pay out revenue to Wastewater Section and PA's credit will be on the Exhibit E adjustments at year end Open issues: Capacity reservation lease payments and North City Optimized System Debt service status. 12/11: Letter sent to San Diego regarding outstanding recycled water revenue issues. <i>1/14: Karyn Keese continues to meet with City staff to determine the basis of the water department's administrative charges.4/13: Need Metro TAC member for subcommittee</i>	Karyn Keese
Water Reduction - Impacts on Sewer Rates	The MetroTAC wants to evaluate the possible impact to sewer rates and options as water use goes down and consequently the sewer flows go down, reducing sewer revenues. Sewer strengths are also increasing because of less water to dilute the waste. We are currently monitoring the effects of this. 2/2011:wastewater revenues are declining due to conservation and flow reductions and agencies are re-prioritizing projects to be able to cover annual operations costs	Eric Minicilli Bob Kennedy Karyn Keese
"No Drugs Down the Drain"	The state has initiated a program to reduce pharmaceuticals entering the wastewater flows. There have been a number of collection events within the region. The MetroTAC, working in association with the Southern California Alliance of Publicly-owned Treatment Works (SCAP), will continue to monitor proposed legislation and develop educational tools to be used to further reduce the amount of drugs disposed of into the sanitary sewer system. 8/2010: County Sheriff and Chula Vista have set up locations for people to drop off unwanted medications and drugs.4/11: Local law enforcement has taken a proactive role and is sponsoring drug take back events. 3/11: TAC to prepare a position for the board to adopt; look for a regional solution; watch requirements to test/control drugs in wastewater. 10/26/11: A prescription drug take back day is scheduled for 10/29/11. Go to www.dea.gov to find your nearest location.4/12: East County to host a prescription drug take back 4/28/12. 4/27/13 is scheduled to be a county wide take back day. Locations can be found on the DEA website.	Greg Humora
Strength Based Billing Evaluation	3/20/13: Brown and Caldwell presented their draft results to Metro TAC. This has been added as a standing item to the Metro TAC agenda for discussions on the recommendations. 9/13: This item is complete. <i>1/14: City staff provided Metro TAC with draft adjustments back to 2004 based on B&C's review of the North City Plants flows.</i>	
Grease Recycling	To reduce fats, oils, and grease (FOG) in the sewer systems, more and more restaurants are being required to collect and dispose of cooking grease. Companies exist that will collect the grease and turn it into energy. MetroTAC is exploring if a regional facility offers cost savings for the PAs. The PAs are also sharing information amongst each other for use in our individual programs. 3/11: get update on local progress and status of grease rendering plant near Coronado bridge	Eric Minicilli
Padre Dam Mass Balance Correction	11/11: Padre Dam has been overcharged for their sewage strengths since 1998. Staff from City of San Diego presented a draft spreadsheet entitled Master Summary Reconciliations Padre Dam Mass Balance Corrections Calculation. Rita Bell and Karyn Keese were elected to review the documentation and report back to Metro TAC. 2/12: Audit complete. Item added as Standing to Metro TAC agenda.4/12: This issue is scheduled as a standing item and discussed at each Metro TAC meeting until it is resolved. Currently Metro TAC is focusing on the statute of limitations. 2/13: The PAs have received a joint letter from Padre Dam/City of San Diego. The PA's attorneys group continues to meet on this issue. 3/13: The attorney's group has requested an extension to 4/23/13 to respond to San Diego's letter. 5/13: The attorney's group has submitted a letter to Padre Dam and San Diego. <i>1/14: City of San Diego has submitted an offer to the attorney's group. The attorney's group met in January to discuss.</i>	Rita Bell Karyn Keese

MetroTAC Items	Description	Subcommittee Member(s)
Waiver and Recycled Water Study Implementation	11/12: Metro TAC requested a timeline from City staff including milestones for the waiver process. The waiver is due no later than 7/30/15. However, the application needs to be submitted six months prior to the July date (2/1/15). Preparation of the waiver will begin in the early part of FYE 2014. 2/13: City staff has met to start coordination of the waiver process. Staff in attendance included Roger Bailey, Marsi Steirer, Guann Hwang, Steve Meyers, and Allan Langworthy. 5/13: Scott Tulloch has briefed Metro TAC and the Metro Commission/JPA on the waiver's history and secondary equivalency. A JPA workshop to be held in June to further discuss. Scott Tulloch is preparing a briefing paper for the Commission's use. 6/13: JPA workshop held and PLWTP Steering Committee and Ad Hoc TAC were appointed.	Greg Humora Leah Browder Scott Tulloch Karyn Keese
City of San Diego Recycled Water Pricing Study	San Diego is working on a rate study for pricing recycled water from the South Bay plant and the North City plant. Metro TAC, in addition to individual PAs, has been engaged in this process and has provided comments on drafts San Diego has produced. We are currently waiting for San Diego to promulgate a new draft which addresses the changes we have requested. 10/26/11: draft study still not issued. 5/13: Recycled Water Study to be on July 2013 Metro TAC agenda per PUD staff. 6/24/13: Recycled Water Pricing Study goes to IROC. 7/10/13: Recycled Water Study goes to NR&C 9/13: PUD has hired Black & Veatch to review the study	Karyn Keese Rita Bell
City of San Diego Revised Procurement Process	8/12: San Diego City Engineer James Nagelvoort reported on recent changes to San Diego's procurement process to move projects through more quickly. Technically any CIP projects under \$30 million may no longer need to be reviewed by the Metro TAC or JPA prior to City Council approval. Chairman Humora requested San Diego prepare a summary of the recent changes and the decision points for consideration of the TAC at the September meeting. 10/4: Metro Commission requests further review by TAC to recommend an appropriate level for CIP's to be brought forth to the Commission. 11/12: MetroTAC recommended leaving the thresholds as they are today and therefore everything will go through TAC and then to the JPA for formal action. The policy will be placed on the JPA website. The Metro Commission approved the policy at their November 2012 meeting. San Diego's CIP will become a standing item on the Metro TAC agenda.	Metro TAC
Salt Creek Diversion	9/2010: OWD, Chula Vista and San Diego met to discuss options and who will pay for project; Chula Vista and OWD are reviewing options. 2/2011: OWD and PBS&J reviewed calculations with PUD staff; San Diego to provide backup data for TAC to review. This option is also covered in the Recycle Water Study. 10/26/11: Back-up information has still not been received from staff. 8/12: San Diego to conduct business case evaluation and add to Capital Improvement Program as recommend by Metro Commission to San Diego City Council on July 17, 2012 in support of the Recycled Water Study.	Roberto Yano Bob Kennedy Karyn Keese Rita Bell
Recycled Water Study Cost Allocation	A small working group was formed to discuss options to allocate PLWTP offset project costs among the water and wastewater rate payers; Concepts will be discussed at TAC and JPA Board in near future. 7/12: Subcommittee to meet with PUD staff & consultants to review TM 8 and economic model. 8/12: Subcommittee has meet with City staff and consultants. Economic model has been received. City will not pursue cost allocations until Demonstration Project is complete due to staffing constraints. 6/13: Ad Hoc TAC has started work on cost allocation concept.	Greg Humora Leah Browder Mark Watton Scott Tulloch Rick Hopkins Jim Smyth Karyn Keese
Board Members' Items		
San Diego Wastewater 50 th Anniversary Celebration	5/13: Cheryl Lester presented the draft plan for the Anniversary celebration. She requested Metro Commission/JPA participation. Commission Parks will represent the Commission/JPA. 9/13: The celebration was a big success and was well attended.	Sherryl Parks

MetroTAC Items	Description	Subcommittee Member(s)
Rate Case Items	1/12: San Diego is in the process of hiring a consultant to update their rate case. As part of that process, Metro TAC and the Finance Committee will be monitoring the City's proposals as they move forward. 6/12: San Diego hired Black & Veatch as their rate consultant. 2/13: Preliminary results were reported at the IROC Meeting of 2/19/13. Karyn Keese will be working with the IROC Finance Committee to review details. 3/13: Karyn Keese attended a joint workshop with IROC to review the draft revenue requirement for the Rate Case. 4/13: Next meeting with IROC on the rate case is 5/20/13. 5/13: Next special meeting with IROC is June 24, 2013. 6/13: San Diego is only moving forward with Water Rate Case due to needed rate increase. Wastewater does not appear to need a rate adjustment for two years.	Karyn Keese
Exhibit E	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to Schedule E will come directly to the Board as they develop. 2/13: 2010 and 2011 audits are ongoing. 3/13: The 2010 audit is complete and has been presented to Metro TAC & the Finance Committee. Will move forward to Commission at 6/13 meeting. 2011 field work is complete. 2012 sample selected. 9/13: 2012 preliminary fieldwork is complete. Waiting for PUD's answers to questions.	Karen Jassoy Karyn Keese
Future bonding	Metro TAC and the Finance Committee are active and will monitor this process. Individual items related to bonding efforts will come directly to the Board as they develop. 10/26/11: San Diego is issuing an RFP for a cost of service study to support a future bond issue potentially in mid-2013. Kristin Crane to sit on the selection panel. 2/13: San Diego's preliminary rate case does not show the issuance of additional debt until FY 2018.	Karen Jassoy Karyn Keese Kristen Crane
Changes in water legislation	Metro TAC and the Board should monitor and report on proposed and new legislation or changes in existing legislation that impact wastewater conveyance, treatment, and disposal, including recycled water issues	Paula de Sousa
Border Region	Impacts of sewer treatment and disposal along the international border should be monitored and reported to the Board. These issues would directly affect the South Bay plants on both sides of the border. 2/12: This Item does not have a champion. Should we remove?	
SDG&E Rate Case	8/19: Karyn to check with Paula regarding latest SDG&E issues. 11/12: Sophie Akins from BBK will present updated information to Metro TAC.	Paula de Sousa
Metro JPA Strategic Plan	6/12: Chairman Ewin to establish a subcommittee to monitor the progress of strategic plan initiatives.	Who should take over?

Completed Items	Description	Subcommittee Member(s)
Debt Reserve and Operating Reserve Discussion	In March 2010, the JPA approved recommendations developed by Metro JPA Finance Committee, MetroTAC, and the City of San Diego regarding how the PA's will fund the operating reserve and debt financing. MetroTAC has prepared a policy document to memorialize this agreement. Project complete: 4/10	Scott Huth Karyn Keese Doug Wilson
State WDRs & WDR Communications Plan	The Waste Discharge Requirements (WDRs), a statewide requirement that became effective on May 2, 2006, requires all owners of a sewer collection system to prepare a Sewer System Management Plan (SSMP). Agencies' plans have been created. We will continue to work to meet state requirements, taking the opportunity to work together to create efficiencies in producing public outreach literature and implementing public programs. Project complete: 5/10. 2/12: State has proposed new WDR regulations. Metro TAC will not reopen but Dennis Davies will stay on top of the issue.	Dennis Davies
Ocean Maps from Scripps	Schedule a presentation on the Sea Level Rise research by either Dr. Emily Young, San Diego Foundation, or Karen Goodrich, Tijuana River National Estuarine Research Reserve Project complete: 5/10	Board Member Item
Secondary Waiver	The City of San Diego received approval from the Coastal Commission and now the Waiver is being processed by the EPA. The new 5 year waiver to operate the Point Loma Wastewater Treatment Plant at advanced primary went into effect August 1, 2010. Project complete 7/10	Scott Huth
Lateral Issues	Sewer laterals are owned by the property owners they serve, yet laterals often allow infiltration and roots to the main lines causing maintenance issues. As this is a common problem among PAs, the MetroTAC will gather statistics from national studies and develop solutions. 4/11: There has been no change to the issue. We will continue to track this item through SCAP and report back when the issue is active again. Efforts closed 3/11	Tom Howard Joe Smith
Advanced Water Purification Demonstration Project	San Diego engaged CDM to design/build/operate the project for the water repurification pilot program. 2/8/11: Equipment arrived 3/2011; tours will be held when operational (June/July 2011 timeframe). 2/12: Tours are available. San Diego whitepaper on IPR distributed to Metro TAC members. Closed 4/18/12	Al Lau
SDG&E Rate Case	SDG&E has filed Phase 2 of its General Rate Case, which proposes a new "Network Use Charge" which would charge net-energy metered customers for feeding renewable energy into the grid as well as using energy from the grid. The proposal will have a significant impact on entities with existing solar facilities, in some cases, increases their electricity costs by over 400%. Ultimately, the Network Use Charge will mean that renewable energy projects will no longer be as cost effective. SDG&E's proposal will damage the growth of renewable energy in San Diego County. A coalition of public agencies has formed to protest this rate proposal. 2/12: PUC has not accepted SDG&E's filing. Metro TAC move to close this item. Will continue to monitor this. 8/19: Karyn to check with Paula regarding latest SDG&E issues.	Paula de Sousa
Metro JPA Strategic Plan	2/2011: committee to meet 2/28/11 to plan for retreat to be held on 5/5/11 Retreat held and wrap up presented to the Commission at their June Meeting. JPA strategic planning committee to meet to update JPA Strategic Plan and prepare action items. 1/12: Draft strategic plan reviewed by Board and referred to Metro TAC for input. MetroTAC has created a subcommittee to work on this project. 2/12: Metro TAC has completed their final review. Forwarded to Commission. 4/12: Adopted at April 2012 Metro JPA Meeting. Project complete.	Augie Caires Ernie Ewin

Completed Items	Description	Subcommittee Member(s)
Recycled Water Study	As part of the secondary waiver process, San Diego agreed to perform a recycled water study within the Metro service area. That study is currently underway, and MetroTAC has representatives participating in the working groups. TM #8 Costs estimates are out and PAs provided comments on TM#8 and have asked for a technical briefing. 10/16/11: Final draft of report is due out in November 2011.1/12: Final draft of report is due in March 2012.3/12: Final draft available for comments until 3/19/12 4/12: PUD staff to give presentation to Metro JPA at their May meeting. 5/12 PUD staff presented the Recycled Water Study to the Metro JPA at their May meeting. Metro JPA approved the Study as a planning document. Study to move forward to SD City Council in July 2012 with letter of support from JPA. 7/12: City of San Diego approved the Recycled Water Study; Study submitted on time to Coastal Commission. Final report uploaded to JPA website.11/12: San Diego received a letter from the Coastal Commission. Metro Commission consensus was that based on the tone of the Coastal Commission letter the region may be seeing some time line changes relative to San Diego's projections on the implementation of IPR and that the MetroTAC needs to manage all aspects including the Coastal Commission and multiple issues such as desalination water, Coastal Commissions attitude at this point and pending IPR programs we have heard about.	Scott Huth Al Lau Scott Tulloch Karyn Keese
IRWMP	4:12: Metro TAC received a presentation from Cathy Pieroni (City of San Diego) on the Integrated Regional Water Management Program (IRWMP). Group is still relatively informal but plans to become more structured during its upcoming 2 year plan update. There is a governance & finance work group that starts in the 3rd quarter of 2012 and at that point the JPA role will be examined. Padre Dam and Chula Vista are regular participants. 9/19: Cathy Pieroni gave an update. Recommendation by IRWM to the RAC to include a seat for the Metro JPA. Bob Kennedy will attend the October 3, 2012 meeting representing the JPA. 11/12: At their November 2012 meeting the Metro Commission unanimously appointed Bob Kennedy of Otay Water District as primary and Metro TAC Chairman Greg Humora as alternate to the IRWMP RAC. 2/13: On February 6, 2013 Bob Kennedy attended the IRWMP meeting. Metro JPA has been added as a permanent member of the Water Quality subcommittee of the RAC. The City of San Diego presented an overview of the Recycled Water Study. Next meeting scheduled for April 3, 2013. Closed 4/12 as the Metro JPA has become a member.	Bob Kennedy Greg Humora
Role of Metro JPA regarding Recycled Water	As plans for water reuse unfold and projects are identified, Metro JPA's role must be defined with respect to water reuse and impacts to the various regional sewer treatment and conveyance facilities 2/12: Scott Huth removed as member due to new position. JPA/Metro TAC needs to appoint a new representative. 4/13: Scott Tulloch added to this subcommittee. Metro TAC member needed. 5/13: Greg Humora added to this work group.6/13: This group was formalized by the JPA as the PLWTP Ad Hoc Technical Advisory Committee.	Greg Humora Karyn Keese Scott Tulloch

Metro TAC

Participating Agencies

Selection Panel Rotation

Agency	Representative	Selection Panel	Date Assigned
Padre Dam	Neal Brown	IRWMP – Props 50 & 84 Funds	2006
El Cajon	Dennis Davies	Old Rose Canyon Trunk Sewer Relocation	9/12/2007
La Mesa	Greg Humora	As-Needed Piping and Mechanical	11/2007
National City	Joe Smith	MBC Additional Storage Silos	02/2008
Otay Water District	Rod Posada	As-Needed Biological Services 2009-2011	02/2008
Poway	Tom Howard	Feasibility Study for Bond Offerings	02/2008
County of San Diego	Dan Brogadir	Strategic Business Plan Updates	02/2008
Coronado	Scott Huth	Strategic Business Plan Updates	09/2008
Coronado	Scott Huth	As-needed Financial, HR, Training	09/2008
PBS&J	Karyn Keese	As-needed Financial, Alternate HR, Training	09/2008
Otay Water District	Rod Posada	Interviews for Bulkhead Project at the PLWTP	09/2008
Del Mar	David Scherer	Biosolids Project	01/2009
Padre Dam	Neal Brown	Regional Advisory Committee	2009
County of San Diego	Dan Brogadir	Large Dia. Pipeline Inspection/Assessment	09/2009
Chula Vista	Roberto Yano	Sewer Flow Monitoring Renewal Contract	10/2009
La Mesa	Greg Humora	Sewer Flow Monitoring Renewal Contract	12/2009
Poway	Tom Howard	Fire Alarm Panels Contract	12/2009
El Cajon	Dennis Davies	MBC Water System Improvements D/B	12/2009
Lemon Grove	Patrick Lund	RFP for Inventory Training	01/2010
National City	Joe Smith	Design/Build water replacement project	07/2010
Coronado	Scott Huth	Wastewater Plan update	11/2010
Otay Water District	Bob Kennedy	RFP Design of MBC Odor Control Upgrade/Wastewater Plan Update	01/2010
Del Mar	Eric Minicilli	Declined PS 2 Project	02/2011
Padre Dam	Al Lau	PS 2 Project	05/2011
County of San Diego	Dan Brogadir	RFP for As-Needed Biological Services Co.	05/2011
Chula Vista	Roberto Yano	North City Cogeneration Facility Expansion	07/2011
La Mesa	Greg Humora	confined space RFP selection panel	10/2011
Poway	Tom Howard	CROSS's for both Water and WW	10/2011
El Cajon	Dennis Davies	Independent Accountant Financial Review & Analysis – All Funds	01/2012

Updated 11/2012

EXP

Lemon Grove	Mike James	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
National City	Joe Smith	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Coronado	Godby, Kim	MBC Dewatering Centrifuges Replacement (Passed)	01/2012
Otay Water District	Bob Kennedy	MBC Dewatering Centrifuges Replacement (Accepted)/Strategic Planning Rep	01/2012
Del Mar	Eric Minicilli	New As Need Engineering Contract	02/2012
Padre Dam	Al Lau	PA Rep. for RFQ for As Needed Design Build Services (Passed)	05/2012
County of San Diego	Dan Brogadir	PA Rep. for RFQ for As Needed Design Build Services (Cancelled project)	05/2012
Chula Vista	Roberto Yano	As-Needed Condition Assessment Contract (Accepted)	06/2012
La Mesa	Greg Humora	New programmatic wastewater facilities condition (Awaiting Response)	11/2012
Poway	Tom Howard	Optimization Review Study	01/2013
El Cajon	Dennis Davies	PUD 2015 Annual Strategic Plan	1/15/14
Lemon Grove	Mike James		
National City	Joe Smith		
Coronado	Godby, Kim		
Otay Water District	Bob Kennedy	Strategic Planning (Volunteered, participated last year)	01/2013
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
El Cajon	Dennis Davies		
Lemon Grove	Patrick Lund		
National City	Joe Smith		
Coronado	Scott Huth		
Otay Water District	Bob Kennedy		
Del Mar	Eric Minicilli		
Padre Dam	Al Lau		
County of San Diego	Dan Brogadir		
Chula Vista	Roberto Yano		
La Mesa	Greg Humora		

Sewer Rate Comparison for Metro Member Agencies **7 Unit Water Use and 3/4" Residential Meter** **Projected sewer bill effective January 2014**

