

City of Hercules

111 Civic Drive
Hercules, CA 94547



Meeting Agenda

Tuesday, January 8, 2019

7:00 PM

CLOSED SESSION - NONE.
REGULAR MEETING - 7:00 P.M.

Council Chambers

City Council

Mayor Dan Romero
Vice Mayor Roland Esquivias
Council Member Chris Kelley
Council Member Gerard Boulanger
Council Member Dion Bailey

David Biggs, City Manager
Patrick Tang, City Attorney
Lori Martin, City Clerk

To view webcast of meetings, live or on demand, go to the City's website at www.ci.hercules.ca.us

I. SPECIAL MEETING - CLOSED SESSION – NONE.

II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS - NONE.

III. CONVENE INTO CLOSED SESSION - NONE.

IV. REGULAR MEETING – 7:00 P.M. CALL TO ORDER - ROLL CALL

V. REPORT ON ACTION TAKEN IN CLOSED SESSION

VI. PLEDGE OF ALLEGIANCE

VII. MOMENT OF SILENCE

VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS

1. [19-421](#) Introduction of School Board Members
2. [19-419](#) Wastewater Treatment Plant Construction Update by Mike Warriner

IX. AGENDA ADDITIONS/DELETIONS

X. PUBLIC COMMUNICATIONS

This time is reserved for members of the public to address issues not included in the agenda. In accordance with the Brown Act, Council will refer to staff any matters brought before them at this time, and those matters may be placed on a future agenda.

Individuals wishing to address the City Council are asked to complete a form indicating the name and address of the speaker and the general topic to be addressed. Speakers must make their comments from the podium and will be allowed 3 minutes to discuss their concerns. All public comments are recorded and become part of the public record. A limit of 30 minutes will be devoted to taking public comment at this point in the agenda. If any speakers remain at the conclusion of the initial 30 minute period, time will be reserved at the conclusion of the meeting to take the remaining comments.

XI. PUBLIC HEARINGS

1. [19-416](#) **CalPERS Contract Amendment**
Recommendation: Open the public hearing, take public comment and adopt a Resolution of Intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Hercules and waive the first reading and introduce an Ordinance authorizing the amendment to the CalPERS Contract.

Attachments: [Staff Report -CalPERS Contract Amendment](#)
 [Attach 1 - Resolution of Intention](#)
 [Attach 2 - Ordinance - Amending CalPERS Contract](#)
 [Attach 3 - Amendment "Exhibit" to CalPERS Contract](#)
 [Attach 4 - GC 20469-20471-20474](#)

XII. CONSENT CALENDAR

1. [19-414](#) **Meeting Minutes**
Recommendation: Approve the Regular City Council Meeting Minutes of December 11, 2018.

Attachments: [Minutes - 121118 - Regular](#)

2. [19-417](#) **Acceptance of the 2018 Pavement Maintenance Project**
Recommendation: Adopt a Resolution accepting the 2018 Pavement Maintenance project contract with Telfer Pavement Technologies as complete for a total amount of \$971,071 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

Attachments: [Staff Report - 2018 Street Resurfacing Acceptance](#)
 [Attach 1 - Resolution - 2018 Street Resurfacing Acceptance](#)
 [Attach 2 - Street Repair Contract Notice of Completion](#)
 [Attach 3 - Map - 2018 Pavement Maintenance Project - Location Map](#)

3. [19-420](#) **Second Reading and Adoption of Ordinance No. 516 Approving an Amendment to 2008 Hilltown Development and Owner Participation Agreement ("Development Agreement") with Santa Clara Valley Housing Group (SCVHG) to Extend Key Performance Dates by Four Months**
Recommendation: Waive the Second Reading and Adopt Ordinance 516 of the City Council of the City of Hercules approving amendments to the Hilltown Development Agreement to extend key performance dates.

Attachments: [Staff Report - Hilltown Development Agreement Amendment 01082019](#)
[Attach 1 - Ordinance 516 - Hilltown DOPA Amend No 2](#)
[Attach 2 - Development Agreement Amendment No. 2 -181115-jpt-hs](#)
[Attach 3 - December 11 Staff Report 12112018 w Dev Letter](#)
[Attach 4 - PC Reso 18-18 - Draft DA Amend No 2](#)

XIII. DISCUSSION AND/OR ACTION ITEMS

1. [18-407](#) **Developer Update on Bayfront Project Implementation**
Recommendation: Receive Presentation.

Attachments: [Staff Report - Bayfront Development Update 01082019](#)

2. [19-423](#) **Professional Services Agreement with Carollo in the Amount of \$787,313 for the Design of the Sewer Main Replacement from Duck Pond Park to the Waste Water Treatment Plant**
Recommendation: Adopt a Resolution authorizing the City Manager to execute an agreement with Carollo for a not to exceed amount of \$787,313 for the design of the Sewer Main Replacement Project - Duck Pond Park to the Waste Water Treatment Plant.

Attachments: [Staff Report - Carollo Sewer Trunk Design](#)
[Attach 1 - Resolution - Carollo Sewer Trunk Design](#)
[Attach 2 - Agreement - PSA Carollo Sewer Trunk Design - Signed 010219](#)
[Attach 2a - HerculesSycamoreAveTrunkSewerSOW_20190102](#)
[Attach 2b - Hercules Trunk Sewer Budget 20190102](#)
[Attach 2c - Resumes](#)
[Attach 3 - Project Fact Sheet - Sycamore Ave Sewer](#)
[Attach 4 - Carollo Anti-Nepotism_Signed](#)

3. [19-415](#) **Solid Waste Collection Franchise Agreement - Recommendation to Adjust Republic Services Rate +5.41% for 2019**
Recommendation: Adopt a Resolution approving Republic Services' requested base year rate adjustment of +5.41% effective January 1, 2019 per the recommended order issued by the Public Works Director.

Attachments: [Staff Report - Solid Waste Rate Adjustment](#)
[Attach 1 - Solid Wast Rate Adjustment Reso](#)
[Attach 2 - Republic Final Base Year Rate Request](#)
[Attach 3 - PWD Report on 2019 Rate Increase Request](#)
[Attach 4 - Republic Franchise Agreement](#)

4. [19-422](#) **Recognized Obligation Payment Schedule for the Period of July 1, 2019 through June 30, 2020**
Recommendation: Adopt a Resolution approving the Recognized Obligation Payment Schedule for the period of July 1, 2019 through June 30, 2020 (ROPS 19-20A and ROPS 19-20B).

Attachments: [Staff Report - ROPS 19-20-12.21.18 - Final](#)
 [Attach 1 - Resolution - ROPS 19 - 20 Successor Agency ROPS](#)
 [Attach 2 - Exh A Hercules ROPS 19-20 as of 12.21.18](#)
5. [18-378](#) **Review of City's Appeal Policy Related to Planning Decisions**
Recommendation: Confirm the three policy directions related to Council appeals process and consider directing staff to prepare a Zoning Ordinance Amendment if desired.

Attachments: [Staff Report - CC Discussion on Appeal Process 1-8-2019 -jpt](#)
 [Attach 1 - September 25, 2018 CC Staff Report - Appeals Process](#)
6. [19-418](#) **2019 Council Appointments on Regional Committees and Council Subcommittees**
Recommendation: Appointment of members of the City Council by the Mayor to both Regional Committees and Council Subcommittees.

Attachments: [Staff Report - Appointments to Regional Committees](#)
 [Attach 1 - 2018 CC Appointed Reps - Draft 01.08.19](#)
7. [18-405](#) **Review Upcoming Council Agenda Items List**
Recommendation: Review, discuss and provide direction.

Attachments: [Staff Report - Qrtly Review Agenda Pending Items](#)
 [Attach 1 - Agenda List of Pending Items](#)

XIV. PUBLIC COMMUNICATIONS

This time is reserved for members of the public who were unavailable to attend the Public Communications period during Section X of the meeting, or were unable to speak due to lack of time. The public speaker requirements specified in Section X of this Agenda apply to this Section.

XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS, COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS AND FUTURE AGENDA ITEMS

This is the time for brief announcements on issues of interest to the community. In accordance with the provisions of the Brown Act, matters which do not appear on this agenda but require City Council discussion may be either (a) referred to staff or other resources for factual information or (b) placed on a future meeting agenda.

XVI. ADJOURNMENT

The next Regular Meeting of the City Council will be held on Tuesday, January 22, 2019 at 7:00p.m. in the Council Chambers.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at www.ci.hercules.ca.us and can receive e-mail notification of agenda and staff report postings by signing up to receive an enotice from the City's homepage. Agendas and staff reports may also be obtained by contacting the Administrative Services Department at (510) 799-8215

(Posted: January 3, 2019)

THE HERCULES CITY COUNCIL ADHERES TO THE FOLLOWING POLICIES, PROCEDURES AND REGULATIONS REGARDING CITY COUNCIL MEETINGS

1. SPECIAL ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you require special accommodations to participate at a City Council meeting, please contact the City Clerk at 510-799-8215 at least 48 hours prior to the meeting.
2. AGENDA ITEMS: Persons wishing to add an item to an agenda must submit the final written documentation 12 calendar days prior to the meeting. The City retains the discretion whether to add items to the agenda. Persons wishing to address the City Council otherwise may make comments during the Public Communication period of the meeting.
3. AGENDA POSTING: Agendas of regular City Council meetings are posted at least 72 hours prior to the meeting at City Hall, the Hercules Swim Center, Ohlone Child Care Center, Hercules Post Office, and on the City's website (www.ci.hercules.ca.us),
4. PUBLIC COMMUNICATION: Persons who wish to address the City Council should complete the speaker form prior to the Council's consideration of the item on the agenda.

Anyone who wishes to address the Council on a topic that is not on the agenda and is relevant to the Council should complete the speaker form prior to the start of the meeting. Speakers will be called upon during the Public Communication portion of the meeting. In accordance with the Brown Act, the City Council may not take action on items not listed on the agenda. The Council may refer to staff any matters brought before them at this time and those matters may be placed on a future agenda.

In the interests of conducting an orderly and efficient meeting, speakers will be limited to three (3) minutes. Anyone may also submit written comments at any time before or during the meeting.

5. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Council or a member of the public prior to the time the City Council votes on the motion to adopt.

6. LEGAL CHALLENGES: If you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered at, or prior to, the meeting. Actions challenging City Council decisions shall be subject to the time limitations contained in Code of Civil Procedure Section 1094.6.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Lori Martin, Administrative Services Director/City Clerk

SUBJECT: CalPERS Contract Amendment

RECOMMENDED ACTION:

Open the public hearing, take public comment and adopt a Resolution of Intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Hercules, and waive the first reading and introduce an Ordinance authorizing the amendment to the CalPERS Contract.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

There was no commission or subcommittee review of this item.

FISCAL IMPACT OF RECOMMENDATION: Upon implementation of the cost sharing, there will be a net savings to the City which was factored into the overall costs associated with the recent City Council approved FY 18-19 Memorandum of Understandings with the Teamsters Local 315, Hercules Police Officers Association and various Pay and Benefit Plans with the City's non-represented employees.

DISCUSSION:

The City Council recently approved FY 18-19 Memorandum of Understandings with the Teamsters Local 315, Hercules Police Officers Association and various Pay and Benefit Plans with the City's non-represented employees. All of the employee groups agreed to a CalPERS cost sharing arrangement where employees would pay an additional 3% to be applied to the employers CalPERS contributions in exchange for a 2% wage increase. In order to implement this change the City needs to amend its contract with CalPERS to reflect the change to employee contribution rates.

The new contribution rate for the various member groups will be changed by contract amendment to reflect the following:

- The classic local miscellaneous member contribution rate will be 10% of reportable earnings effective on March 24, 2019.

- The new local miscellaneous member contribution rate will be 9.25% of reportable earnings effective March 24, 2019.
- The classic local safety member contribution rate will be 12% of reportable earnings effective March 24, 2019.
- The new local safety member contribution rate will be 15% of reportable earnings effective March 24, 2019.

CalPERS requires that the City Council adopt a Resolution of Intention and an Ordinance to adopt the contract amendment with a 20 day period between the adoption of the Resolution of Intention and the adoption of the final Ordinance pursuant to Government Code Section 20471.

In addition, pursuant to Government Code Sections 20469 and 20474, a secret ballot election must be held by the employees affected whenever the contract is amended to provide a benefit which changes the employees' rate of contribution. The secret ballot election is to be held sometime between the dates of January 9, 2019 and February 6, 2019.

The effective date of this amendment cannot be earlier than the first day of a payroll period following the effective date of the final Ordinance. The final adoption of the Ordinance is scheduled for the February 12, 2019 Council meeting which goes into effect 30 days later, therefore the first day of the payroll period following that will be March 24, 2019 where this change will take effect for employees.

ATTACHMENTS:

1. Resolution of Intention
2. Ordinance Amending the CalPERS Contract
3. Amendment to Contract
4. Government Code Sections 20469, 20471 and 20474

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF HERCULES**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for local miscellaneous members and 3% for local safety members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF HERCULES AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for local miscellaneous members and 3% for local safety members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1.

That an amendment to the contract between the City Council of the City of Hercules and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2.

The Mayor of the City Council of the City of Hercules is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3.

This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be published at least once in the West Contra Costa Times, a newspaper of general circulation, published and circulated in the City of Hercules and thenceforth and thereafter the same shall be in full force and effect.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Hercules City Council on the 8th day of January, 2019, and was passed and adopted at a regular meeting of the Hercules City Council on the 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Romero, Mayor

ATTEST:

Lori Martin, MMC
City Clerk



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Hercules

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1991, and witnessed June 25, 1991, and as amended effective January 10, 1992, June 30, 1996, August 16, 2000, May 1, 2002, January 12, 2007, January 10, 2010, November 12, 2010 and December 11, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective December 11, 2011, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to December 11, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after December 11, 2011 and 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1991 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIREFIGHTERS.**

PLEASE DO NOT SIGN "EXHIBIT ONLY"

6. The percentage of final compensation to be provided for classic local miscellaneous members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for classic local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% for local safety members entering membership in the safety classification on or prior to December 11, 2011 and determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after December 11, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21031 (Public Service Credit for Limited Prior Service).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20042 (One-Year Final Compensation) for classic local safety members only.
 - d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 20903 (Two Years Additional Service Credit).
 - f. Section 20475 (Different Level of Benefits): Section 2136.1 (3% @ 55 Full formula) is applicable to classic local safety members entering membership for the first time with this agency in the safety classification after December 11, 2011.

g. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for local miscellaneous members and 3% for local safety members.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
13. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF HERCULES

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

State of California

GOVERNMENT CODE

Section 20469

20469. If after receiving the approximate contribution quotation the governing body intends to approve the proposed contract, it shall adopt a resolution giving notice of that intention. The resolution shall contain a summary of the major provisions of the proposed retirement plan. The contract shall not be approved unless an election has been held to permit the employees proposed to be included in this system to express by secret ballot their approval or disapproval of the retirement proposal. Prior to the election each governing body shall be furnished with a schedule of rates of contribution of members, which shall be made available by the governing body to each employee proposed to be included in this system. The ballot at the election shall include the summary of the retirement plan as set forth in the resolution. The election shall be conducted in the manner prescribed by the governing body which shall be such as to permit the firefighters, the police officers, the county peace officers, and the other employees proposed to be included in this system to express separately their approval or disapproval.

(Added by Stats. 1995, Ch. 379, Sec. 2. Effective January 1, 1996.)



State of California

GOVERNMENT CODE

Section 20471

20471. Approval of the contract shall be by ordinance adopted by the affirmative vote of a majority of the members of the governing body, not less than 20 days after the adoption of the resolution of intention, or by ordinance adopted by a majority vote of the electorate of the public agency voting thereon.

(Added by Stats. 1995, Ch. 379, Sec. 2. Effective January 1, 1996.)

State of California

GOVERNMENT CODE

Section 20474

20474. Whenever by any provision of law an election is given to contracting agencies to subject themselves and their employees to provisions of this part otherwise not applicable to contracting agencies and their employees, and no other means of making the election is expressly provided, any contracting agency may make the election by amendment to its contract with the board approved in the manner provided for the approval of the contracts including an election among the employees affected unless the amendment only adds benefits without affecting members' contributions, in which case the election among the employees is not required. An amendment to a joint contract that has been approved by the governing body of the county shall be deemed approved by the presiding officer of the trial court located within the county. The amendment shall specify the date upon which the agency and its employees shall become subject to the provisions. That date shall not be earlier than the first day following the approval of the contract pursuant to Section 20471, except that if the rate of the employer's contributions changes, the effective date shall not be earlier than the first day of the pay period following the approval. Any election made by amendment to the contract shall be irrevocable until the contract is terminated. However, benefits provided by the amendment may be increased or improved from time to time by further amendment to the contract. From and after the date specified in the amendment to the contract the provisions, as they are in effect at the time of election and as they may be amended in the future, shall apply to the contracting agency and to its employees, and the rights, privileges, duties, liabilities, and responsibilities of the contracting agency and of each of its employees included in this system shall be governed thereby.

(Amended by Stats. 2000, Ch. 1010, Sec. 8. Effective January 1, 2001.)



City of Hercules

111 Civic Drive
Hercules, CA 94547

Meeting Minutes

City Council

Mayor Chris Kelley
Vice Mayor Dan Romero
Council Member Roland Esquivias
Council Member Myrna de Vera
Council Member Gerard Boulanger

David Biggs, City Manager
Patrick Tang, City Attorney
Lori Martin, City Clerk

Tuesday, December 11, 2018

Council Chambers

REGULAR MEETING AND CLOSED SESSION - 7:00 P.M.

I. REGULAR MEETING - 7:00 P.M. - CALL TO ORDER - ROLL CALL

Mayor Kelley called the meeting to order at 7:00 p.m.

Present: 5 - Council Member G. Boulanger, Council Member M. de Vera, Council Member R. Esquivias, Vice Mayor D. Romero, and Mayor C. Kelley

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member de Vera.

III. MOMENT OF SILENCE

Mayor Kelley called for a moment of silence for Hercules resident, James "Jimmy" Allen who passed away at age 71 on November 24, 2018 and Hercules resident Marilyn Hamilton who passed away at age 83.

IV. AGENDA ADDITIONS/DELETIONS

City Manager Biggs stated there are no additions or deletions, however Item XI, City Council Reorganization will be moved and opened for discussion after Item VIII, Oaths of Office with the recess following the City Council Reorganization item.

V. PUBLIC COMMUNICATIONS

Public Speakers: Jeff Todd; Lynne Noone; Doris Sykes; Pil Orbison.

VI. CONSENT CALENDAR

MOTION: A motion was made by Council Member de Vera, seconded by Council Member Boulanger, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Council Member G. Boulanger, Council Member M. de Vera, Council Member R. Esquivias, Vice Mayor D. Romero, and Mayor C. Kelley

1. [18-393](#) **Declaring Results of the November 6, 2018 General Municipal Election**
Recommendation: Adopt a Resolution declaring the results of the General Municipal Election held on November 6, 2018.
Approved.
2. [18-390](#) **Meeting Minutes**
Recommendation: Approve the Special City Council Meeting Minutes of November 5, 2018
Approved.
3. [18-391](#) **Meeting Minutes**
Recommendation: Approve the Regular City Council Meeting Minutes of November 13, 2018.
Approved.
4. [18-394](#) **Annual Local Commission Appointment List**
Recommendation: Review and receive the Annual Local Commission Appointment List commonly referred to as the Maddy Act.
Approved.
5. [18-396](#) **Close-out of the 1991-01 Sewer Assessment District and the 2001 Alfred Nobel Assessment District**
Recommendation: Receive and File Report.
Approved.
6. [18-406](#) **Contract Amendment with Management Partners for Financial Management Services in an Additional Amount of \$50,000 for a Total Not to Exceed Amount of \$100,000**
Recommendation: Adopt a Resolution Approving Professional Services Agreement Amendment #1 with Management Partners for Financial Management Services in an amount not to exceed \$100,000.
Approved.

VII. CITY COUNCIL PRESENTATIONS**1. [18-385](#)**

Mayor Kelley to Present a Proclamation to Council Member de Vera

Mayor Kelley read aloud and presented a Proclamation to Council Member Myrna de Vera for her 8 years of service on the City Council.

Cora Young from Congressman Mike Thompson's Office read aloud and presented a Proclamation to Council Member Myrna de Vera recognizing her 8 years of service on City Council.

Mary Nicely presented a Proclamation to Council Member de Vera on behalf of former Assembly Member Tony Thurman and Senator Nancy Skinner.

Council Member Esquivias read aloud and presented a Proclamation to Council Member de Vera on behalf of Supervisor Federal Glover and the Contra Costa County Supervisors.

Manual de Vera, husband of Council Member de Vera thanked and congratulated his wife for her service on the Planning Commission and City Council.

Mark de Vera, son of Council Member de Vera thanked and congratulated his mother.

Other members of the public who spoke to thank and congratulate Council Member de Vera:

Yi Shi Yee

Wanda Lee Stevens

Tim Banuelos

Phil Simmons

Members of the City Council each provided comments to outgoing Council Member de Vera.

Council Member Myrna de Vera provided her outgoing comments.

2. [18-386](#)

Vice Mayor Romero to Present a Proclamation to Mayor Kelley

Vice Mayor Romero read aloud and presented Mayor Kelley with a Proclamation for her term as Mayor.

Members of the City Council provided comments to Mayor Kelley.

Mayor Kelley provided comments.

3. [18-387](#) Remarks from Council Member de Vera and Mayor Kelley

VIII. OATHS OF OFFICE & INSTALLATION OF RE-ELECTED AND NEWLY ELECTED COUNCIL MEMBERS

1. [18-388](#) Administer Oath of Office to Re-Elected Council Member Chris Kelley and Newly Elected Council Member Dion Bailey
- City Clerk Martin administered the Oath of Office to re-elected Council Member Kelley and newly elected Council Member Bailey and presented them with their Certification of Election forms.
2. [18-389](#) Remarks from Council Members Kelley and Bailey
- Council Members Kelley and Bailey provided remarks.

IX. RECESS FOR REFRESHMENTS

Mayor Romero called for a 15 minute recess at 8:36 p.m.

X. RECONVENE - CALL TO ORDER - ROLL CALL

Mayor Romero reconvened and called the meeting to order at 8:54 p.m.

Present: 5 - Council Member G. Boulanger, Council Member R. Esquivias, Mayor D. Romero, Council Member C. Kelley, and Council Member D. Bailey

XI. CITY COUNCIL REORGANIZATION

1. [18-400](#) Selection of Mayor and Vice Mayor
- This item was moved, discussed and deliberated on as the last item before the recess for refreshments.
- MOTION: A motion was made by Council Member Boulanger, seconded by Council Member Bailey, to appoint Vice Mayor Romero as Mayor. The motion carried by the following vote:**
- Aye:** 5 - Council Member G. Boulanger, Council Member R. Esquivias, Vice Mayor D. Romero, Mayor C. Kelley, and Council Member D. Bailey

MOTION: A motion was made by Mayor Romero and seconded by Council Member Boulanger to appoint Council Member Esquivias as Vice-Mayor. The motion carried by the following vote:

Aye: 5 - Council Member G. Boulanger, Council Member R. Esquivias, Mayor D. Romero, Council Member C. Kelley, and Council Member D. Bailey

2. [18-401](#) Remarks from Newly Appointed Mayor

Newly appointed Mayor Romero provided remarks.

XII. PUBLIC HEARINGS

1. [18-397](#) **Amendment to 2008 Hilltown Development and Owner Participation Agreement ("Development Agreement") with Santa Clara Valley Housing Group (SCVHG) Extend Key Performance Dates by Four Months**

Recommendation: Receive staff report, open, conduct and close the public hearing and take the following actions:

Waive the First Reading and Introduce an Ordinance of the City Council of the City of Hercules approving amendments to the Hilltown Development Agreement to extend key performance dates.

City Manager Biggs introduced the item and provided a staff report.

Mayor Romero opened the public hearing.

Mr. Cory Kusich with Santa Clara Valley Housing Group provided additional information and a status update on the Hilltown project.

City Council asked questions and provided comments.

Mayor Romero closed the public hearing at 9:01 p.m.

Mayor Romero suggested extending the Developer's due date for submittal from August 23, 2019 to September 10, 2019 due to the City Council going dark the second meeting in August. There were no objections to that Amendment No.2 to the Development and Owner Participation Agreement.

MOTION: A motion was made by Council Member Kelley and seconded by Council Member Boulanger to waive the first reading and approve the introduction of Ordinance 516 and amending the Amendment No. 2 to the Development and Owner Participation Agreement changing the due date of project submittals to September 10, 2019. The motion carried by the following vote:

Aye: 5 - Council Member G. Boulanger, Council Member R. Esquivias, Mayor D. Romero, Council Member C. Kelley, and Council Member D. Bailey

XIII. DISCUSSION AND/OR ACTION ITEMS

1. [18-402](#) **Business License Tax Administrative Policy**
 Recommendation: Informational only, no action is required by the City Council at this time.

 City Manager Biggs introduced the item and provided a staff report. Members of the City Council asked questions and provided comments.

2. [18-398](#) **2019 Council Appointments on Regional Committees and Council Subcommittee's**
 Recommendation: Express interest and availability for the 2019 Council Appointments on Regional Committees and Council Subcommittee's to be made by the Mayor in January 2019.

 City Manager Biggs introduced the item and provided a staff report.

 Members of the City Council discussed and expressed interest in Regional Committee assignments. Mayor Romero to make the 2019 Committee assignments and appointments at the first meeting in January 2019.

3. [18-399](#) **City Council Regular Meeting Dates for 2019**
 Recommendation: Review the schedule of City Council Regular Meeting Dates in 2019 and consider canceling one or more regular meetings in August and the November 26th and December 24th regular meetings.

 City Manager Biggs introduced the item and provided a staff report. City Manager Biggs explained that the Council goes dark the second meetings in November and December due to the holidays and traditionally goes dark the first and/or the second meetings in August.

 Council Member Kelley suggested going dark the second meeting in August and retaining the option of cancelling the first meeting in August. The consensus of the City Council was to cancel the August 27, 2019 meeting. No objections to Council Member Kelley's suggestion were brought forward. Consensus of the City Council was to go dark the second meetings in August, November and December and re-evaluate the August meeting in the first quarter of 2019.

XIV. PUBLIC COMMUNICATIONS

Speaker: Marilyn Allen.

**XV. CITY COUNCIL/CITY MANAGER/CITY ATTORNEY ANNOUNCEMENTS,
COMMITTEE, SUB-COMMITTEE AND INTERGOVERNMENTAL COMMITTEE REPORTS
AND FUTURE AGENDA ITEMS**

City staff and Council Members reported on attendance at events and community and regional meetings and made announcements of upcoming events.

Mayor Romero requested a future agenda item discussion related to the City's Banner Program with no objections brought forward from the City Council Members.

XVI. CONVENE INTO CLOSED SESSION

1. [18-408](#) Pursuant to Government Code Section 54956.9(b), Conference with Legal Counsel - Potential Litigation - Significant exposure to litigation in one (1) case regarding Due Diligence Review (DDR) determination from the California Department of Finance.

XVII. ADJOURNMENT

Mayor Romero adjourned the meeting at 9:37 p.m. in the memory of James Allen, Wilbur Figueira and former President George H.W. Bush.

Dan Romero, Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: Michael Roberts, Public Works Director/City Engineer

SUBJECT: Acceptance of the 2018 Pavement Maintenance Project

RECOMMENDED ACTION:

Adopt a resolution accepting the 2018 Pavement Maintenance Project contract with Telfer Pavement Technologies as complete for a total amount of \$971,071 and authorizing the filing of the Notice of Completion with the Contra Costa County Recorder's Office.

FISCAL IMPACT OF RECOMMENDATION:

The final proposed budget for the 2018 Pavement Maintenance Project contract is as follows:

Revenues:

Gas Tax Fund (Adopted FY 18-19 Budget including SB 1)	\$850,000
Measure J Fund	\$ 21,071
FY 18-19 Solid Waste Funds to Mitigate Garbage Truck Impacts	<u>\$100,000</u>
Total Revenue	\$971,071

Expenditures:

Construction Contract	\$967,624
Contingency (0.35%)	<u>\$3,447</u>
Total Expenditures	\$971,071

This project was completed for \$971,071, slightly more than the original construction contract of \$967,624 and well below the 10% contingency included in the budget.

DISCUSSION:

The 2018 Pavement Maintenance construction contract was awarded to Telfer Pavement Technologies for the low bid amount of \$967,624 at the August 14, 2018 Council meeting. Telfer began work shortly thereafter and diligently prosecuted the project to completion.

Streets throughout the City were slurry sealed under this contract. The work included asphalt repair, crack sealing, and striping. The specific locations that were slurry sealed include segments of Coronado Street, Carson Street, Falcon Way, Bobolink Way, Brighton Street, Canterbury, Village

Parkway, Goldenrod Drive, and Hercules Avenue north of San Pablo (See attached Street Maintenance Location Map). They were selected based upon recommendations from the City's pavement management program, a visual inspection, and contractor logistics with the goal of most effectively utilizing maintenance funding to preserve the City's roadway network.

ATTACHMENTS:

1. Resolution
2. Notice of Completion
3. Map of Slurry Sealed Streets

<i>Financial Impact</i>			
Description: Expenditure amount not to exceed \$758,896.			
Funding Source:			
Gas Tax Fund			\$850,000
Fund No. 262-5432-642-05-20			
Measure J Fund			\$21,071
Fund No. 263-5432-642-05-20			
FY18-19 Solid Waste Funds to Mitigate Garbage Truck Impacts			
Fund No. 291-5510-643.20-00			\$100,000
Budget Recap:			
Total Estimated cost:	\$971,071	New Revenue:	\$
Amount Budgeted:	\$971,071	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

RESOLUTION NO. 19-

ADOPT A RESOLUTION ACCEPTING THE 2018 PAVEMENT MAINTENANCE PROJECT CONTRACT WITH TELFER PAVEMENT TECHNOLOGIES AS COMPLETE FOR A TOTAL AMOUNT OF \$971,071 AND AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION WITH THE CONTRA COSTA COUNTY RECORDER'S OFFICE

WHEREAS, the 2018 Pavement Maintenance construction contract was awarded to Telfer Pavement Technologies for the low bid amount of \$967,624 at the August 14, 2018 Council meeting; and

WHEREAS, Telfer began the work shortly thereafter and diligently prosecuted the work to completion; and

WHEREAS, the project was completed for \$971,071, slightly more than the original construction contract of \$967,624 and well below the 10% contingency allowance included in the budget; and

WHEREAS, the project has been completed in compliance with the approved plans and specifications to the satisfaction of the City Engineer; and

WHEREAS, the Notice of Completion must be filed with the Contra Costa Recorder's Office to allow final payment to be made to the contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby accepts the 2018 Pavement Maintenance Project contract with Telfer Pavement Technologies as complete for a total amount of \$971,071 and authorizes the filing of the Notice of Completion, attached hereto with the Contra Costa County Recorder's Office.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the eighth day of January, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor

ATTEST:

Lori Martin, MMC
Administrative Services Director/City Clerk

Recording Requested By:
City of Hercules

When Recorded Mail To:
City Clerk
City of Hercules
111 Civic Drive
Hercules, CA 94547

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is CITY OF HERCULES.
3. Owner's address is 111 CIVIC DRIVE, HERCULES, CA 94547.
4. The nature of Owner's interest in the Project is:
X Fee ownership Lessee Other: _____
5. Construction work on the Project performed on Owner's behalf is generally described as follows: STREET PAVEMENT PATCHING PROJECT
6. The name of the original Contractor for the Project is:
Telfer Pavement Technologies
4522 Parker Avenue, Ste. 350 McClellan, CA 95652
7. The Project was completed on: January 8, 2019.
8. The Project is located at: MISCELANEOUS STREETS IN THE CITY OF HERCULES.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

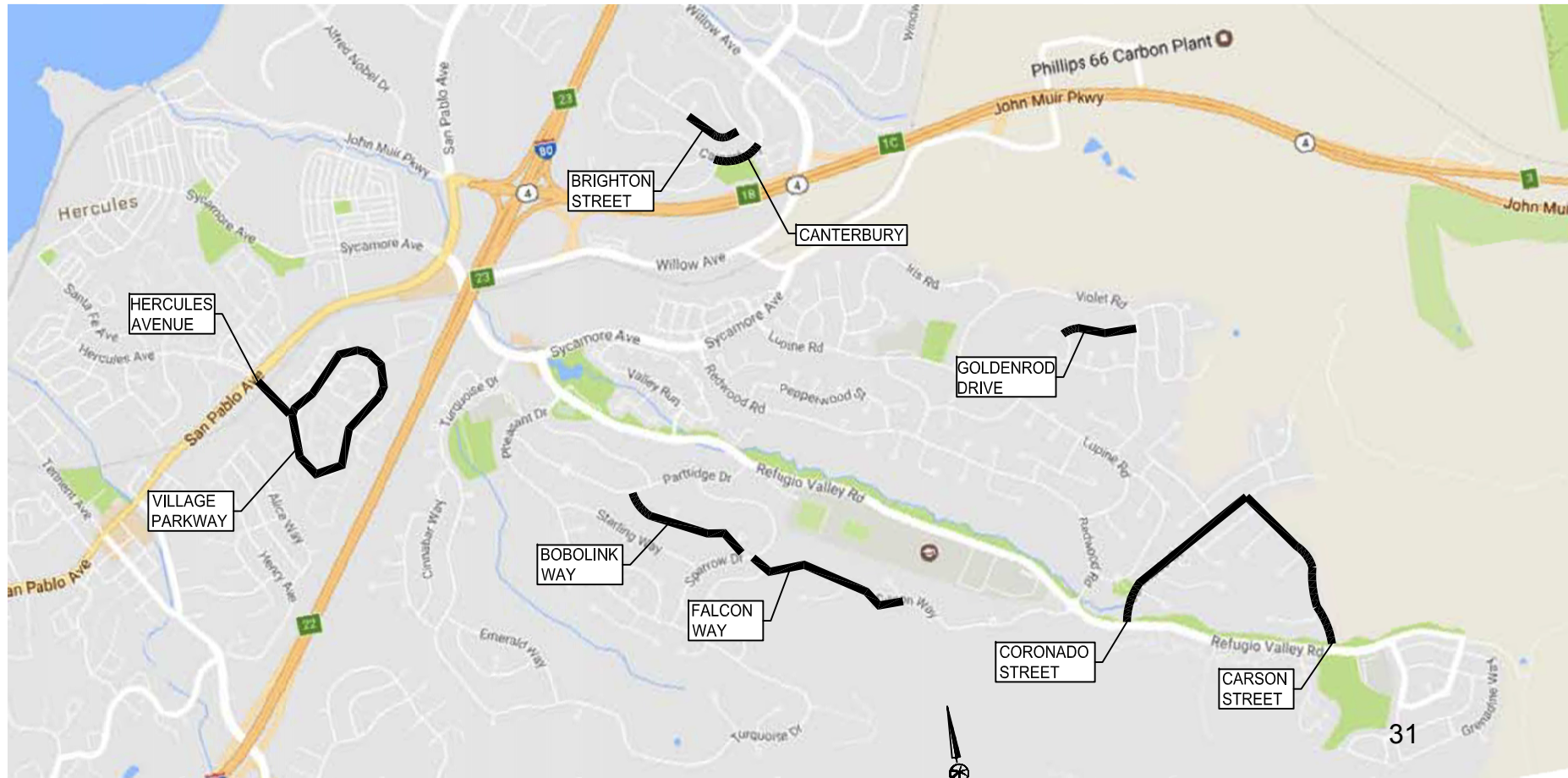
Date and Place

Signature of Person Signing on Behalf of Owner

MIKE ROBERTS,
PUBLIC WORKS DIRECTOR/CITY ENGINEER
Print Name and Title

CITY OF HERCULES

2018 PAVEMENT MAINTENANCE PROJECT



LOCATION MAP:



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Patrick Tang, City Attorney

SUBJECT: Second Reading and Adoption of Ordinance No. 516 Approving an Amendment to 2008 Hilltown Development and Owner Participation Agreement (“Development Agreement”) with Santa Clara Valley Housing Group (SCVHG) to Extend Key Performance Dates by Four Months.

RECOMMENDATION: Waive the Second Reading and Adopt Ordinance 516 of the City Council of the City of Hercules approving amendments to the Hilltown Development Agreement to extend key performance dates. (Attachment 2).

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION: On November 19, 2018, the Planning Commission approved Resolution 18-18 to recommend to the City Council the approval of the proposed amendments to the Development Agreement.

FISCAL IMPACT OF RECOMMENDATION: None as a result of this action.

DISCUSSION:

On December 11, 2018, the City Council, following a public hearing, waived the first reading and introduced Ordinance 516 approving an amendment to the Hilltown Development Agreement. A copy of the staff report from that date is attached (Attachment 3). At that time, the City Council also modified the key performance dates, as set forth in the proposed amendment, to extend the first date from August 2019 to September 2019, and the subsequent key performance date from December 2019 to January 2020, in consideration of the City Council’s meeting schedule. This change has been made to the proposed amendment.

ATTACHMENTS:

Attachment 1 – Ordinance 516

Attachment 2 – Development Agreement Amendment No. 2

Attachment 3 – December 11, 2018, Staff Report

Attachment 4 – Planning Commission Resolution 18-18 and Amend No 2 to Hilltown DOPA

ORDINANCE NO. 516

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING AMENDMENTS TO THE HILLTOWN DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT TO EXTEND KEY PERFORMANCE DATES

WHEREAS, on May 8, 2018, through the adoption of Ordinance 18-424 a Development and Owner Participation Agreement (“Development Agreement”) between the City of Hercules (“City”), the Redevelopment Agency (“Agency”), and the Santa Clara Valley Housing Group (“Owner”) adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California, was amended; and

WHEREAS, the City and Owner desire to further amend key performance dates set forth in the Development Agreement as amended, and as described in the proposed Amendment to the Development Agreement, attached hereto and incorporated by reference herein;

WHEREAS, the City Council finds that the provisions of the proposed amendment are consistent with the general plan and any applicable specific plan; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Hilltown development agreement are Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the covered by the ‘general rule’, as the project will not have a significant effect on the environment. The City Council determines that the proposed amendments to the Hilltown Development Agreement are categorically exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the amendments will not have a significant effect on the environment. The City Council also determines that the proposed amendments are categorically exempt from CEQA pursuant to section 15303(a) of the CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:

The City Council of the City of Hercules hereby approves the proposed amendments to the Hilltown Development Agreement as attached hereto and incorporated by reference herein.

BE IT FURTHER ORDAINED:

a. This Ordinance shall be published in accordance with applicable law, by one or more of the following methods:

1. Posting the entire Ordinance in at least three (3) public places in the City of

Hercules, within fifteen (15) days after its passage and adoption; or

2. Publishing the entire Ordinance at least once in the West County Times, a newspaper of general circulation published in the County of Contra Costa and circulated in the City of Hercules, within fifteen (15) days after its passage and adoption; or

3. Publishing a summary of the Ordinance in the West County Times and posting a certified copy of the entire Ordinance in the office of the City Clerk at least five (5) days prior to the passage and adoption, and a second time within fifteen (15) days after its passage and adoption, along with the names of those City Councilmembers voting for and against the Ordinance.

b. This Ordinance shall go into effect thirty (30) days after the date of its final passage and adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Hercules City Council on the 11th of December, 2018, and was passed and adopted at a regular meeting of the Hercules City Council on the 8th day of January, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Romero, Mayor

Lori Martin, Administrative Services Director &
City Clerk

**AMENDMENT No. 2 TO THE DEVELOPMENT AND
OWNER PARTICIPATION AGREEMENT
FOR THE HILL TOWN PROJECT (DOPA 07-01) BY AND
BETWEEN THE CITY OF HERCULES AND THE SANTA
CLARA VALLEY HOUSING GROUP, INC.**

This AMENDMENT TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (this "**Amendment**") is entered into as of the 8th day of January, 2019, between the City of Hercules, a municipal corporation (the "**City**"), and Santa Clara Valley Housing Group, Inc., a California corporation, ("**Owner**"). The City and Owner are collectively "**Parties**" to this Amendment.

RECITALS

A. The City and Owner are Parties to that certain Development and Owner Participation Agreement adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 as Document No. 2008-0256803-00 (the "**Development Agreement**"), with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California and described in Exhibit "A" attached to the Development Agreement (the "**Project Site**"). Unless otherwise defined in this Amendment, all capitalized terms have the meanings given to those terms in the Development Agreement.

B. The Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units, a neighborhood retail facility, a series of public and private open space amenities, and a network of new roadways (the "**Project**") in accordance with all required Project Approvals.

C. The Development Agreement was previously amended by the City Council in May, 2018 to approve certain amendments, including but not limited to removal of the Redevelopment Agency as a party to the Agreement and an extension of the term of the Agreement; and

D. The City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment, including but not limited to the term of the Development Agreement.

E. On January 8, 2019, after duly noticed public hearings, the City Council of the City of Hercules adopted Ordinance No. 516 approving this Amendment, which ordinance is incorporated herein by reference.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE OWNER AGREE THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

Term Amendments. Section 2.2 is hereby amended in full to read as follows:

“2.2 Land Use Term. The Land Use Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **September 10, 2019** unless extended or terminated as provided in this section or sections 8.1 or 10.2.

2.2.1 The Land Use Term shall automatically extend by 4 months to **January 10, 2020** if Owner submits the following to the City on or before **September 10, 2019**:

2.2.1.1 A complete application for a tentative map for the Project in a form acceptable to the City in its reasonable discretion; and

2.2.1.2 Payment of \$50,000 of the \$100,000 due to the City for Owner’s proportionate share of CEQA work for the Project required by section 3.6.1.7 of this Agreement.

2.2.2 If the Land Use Term is extended pursuant to section 2.2.1 above, Owner shall pay the remaining \$50,000 due to the City under section 3.6.1.7 of this Agreement on or before **January 10, 2020** or prior to recordation of a final map for the Project, whichever occurs first. “

Successor and Assigns. This Amendment shall be binding upon and inure to the benefit of the City, the Owner, and their respective successors and assigns.

Integration. Except as expressly provided to the contrary herein, all provisions of the initial Development Agreement as amended, which is incorporated herein by reference, shall remain in full force and effect. The Development Agreement and this Second Amendment shall hereafter be collectively referred to as the Development Agreement. The Development Agreement, as amended herein, integrates all of the terms and conditions of agreement between the Parties and supersedes all previous agreements between the Parties with respect to the subject matter hereof. To the extent that the terms of the initial Development Agreement as amended and this Amendment conflict, the terms of this Amendment shall prevail and control.

Authority to Execute. The person or person executing this Amendment on behalf of Owner warrant(s) and represent(s) that they have the authority to execute this Amendment, that they are the proper interest holders and/or successors in interest to the previous Parties executing the Development Agreement, and they further warrant that they have the authority to bind their respective Owner to the performance of the obligations hereunder. Signatories shall defend, indemnify, and hold harmless the City, and its agents, officers, and employees, from any challenge related to the authority of any person or person signing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

APPROVED AS TO FORM:

By: _____
Patrick Tang
City Attorney

CITY:

CITY OF HERCULES
a municipal corporation

By: _____
David Biggs
City Manager

OWNER:

SANTA CLARA VALLEY HOUSING
GROUP, INC., a California corporation

By: _____
Stephen E. Schott
Vice President



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 11, 2018

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Patrick Tang, City Attorney

SUBJECT: Second Amendment to 2008 Hilltown Development and Owner Participation Agreement (“Development Agreement”) with Santa Clara Valley Housing Group (SCVHG) Extend Key Performance Dates by Four Months.

RECOMMENDATION: Receive staff report, Open, Conduct, and Close Public Hearing, and take the following actions:

Waive the First Reading and introduce an Ordinance of the City Council of the City of Hercules approving amendments to the Hilltown development agreement to extend key performance dates by four months. (Attachment 2).

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION: On November 19, the Planning Commission approved Resolution 18-18 to recommend to the City Council the approval of the proposed amendments to the Development Agreement (Attachment 3).

FISCAL IMPACT OF RECOMMENDATION: None as a result of this action.

DISCUSSION:

On April 24, 2018, the City Council approved an amendment to the existing Development Agreement for the Hilltown site, with the second reading of the Development Agreement amendment ordinance having taken place on May 8th. The main purpose of the approved amendment was to remove the Redevelopment Agency as a party to the Agreement and extend key performance dates in regard to the build-out of the project based on the original scope of development.

After the April approval, the Developer began to develop their entitlement application approval package. Subsequently, the Hilltown Developer was contacted by a big box retailer which expressed interest in the Hilltown site. On August 14, 2018, the City Council received a report from staff and

the Hilltown developer regarding this interest in the Hilltown site by a big box retailer which both staff and the Developer believed to be worth exploring. In order to do so, the Developer requested an extension to the key performance dates in the Development Agreement. The City Council expressed a willingness to do so, subject to validation of the big box retailer's interest, but did not take any formal action.

Since that time, the big box retailer and Developer did engage in an exchange of offers, which have been verified by staff. Unfortunately, the two parties were not able to reach agreement on terms. The Developer has submitted a formal request (Attachment 1) for a four month extension to their key performance dates which is the amount of time which was needed to explore this opportunity. On November 13, 2018, the City Council agreed to consider an extension to key performance dates.

Under the City's municipal code, the requested amendments to the Development Agreement are considered a major amendment requiring a review by the Planning Commission and an ordinance by the City Council. Planning Commission review occurred on November 19, 2018, and their approval resolution is attached (Attachment 3). The City Council's consideration of the Amendment starts with the noticed public hearing and introduction of the ordinance this evening, to be followed by the Ordinance adoption in January.

The amendment extends an April 2019 date for submission of an application for a tentative map together with payment of \$50,000 for prior environmental review to August 2019. If this deadline is met, the expiration date for the development agreement would be extended from August 2019 to December 2019.

ATTACHMENTS:

Attachment 1 – Developer Request

Attachment 2 – Ordinance & Development Agreement Amendment

Attachment 3 – Planning Commission Resolution



October 17, 2018

City of Hercules
Mr. David Biggs
111 Civic Drive
Hercules, CA 94547

RE: Hilltown Site

Dear David:

As I know you are aware, the deal we were attempting to negotiate with Costco has proven unfruitful. Their lack of being able to provide a reasonable, non-refundable deposit amount after an Initial Feasibility Period along with the length of time for entitlements and workplans that they insisted upon were too much to overcome.

I have instructed my team to resume activities toward the submission of our application in accordance with the Development Agreement.

Given the fact that we put our project on hold since early July, while exploring the feasibility with Costco and pursuant with comments we heard from several Councilmembers during our presentation/update in August, we are requesting adding four months to the timeline established in the Development Agreement.

Please identify what will be required of us so that the matter may be heard by Council at the earliest opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen E. Schott".

Stephen E. Schott

CC: Patrick Tang
Jim Sullivan
Cory Kusich

404 Saratoga Avenue, Suite 100
Santa Clara, CA 95050-7062
Facsimile: 408-985-6050

Mailing Address:
P.O. Box 58171
Santa Clara, CA 95052-8171

RESOLUTION NO. 18-18

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HERCULES RECOMMENDING THAT THE CITY COUNCIL APPROVE ADOPTION OF AMENDMENTS TO EXTEND BY FOUR MONTHS THE TERM AND THE PERFORMANCE DEADLINES OF THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT FOR THE HILLTOWN PROJECT (DOPA 07-01) BY AND BETWEEN THE CITY OF HERCULES AND THE SANTA CLARA VALLEY HOUSING GROUP, INC.

WHEREAS, The City and the Santa Clara Valley Housing Group ("Owner") are Parties to that certain Development and Owner Participation Agreement ("Development Agreement") adopted by ordinance of the City Council on or about September 23, 2008, with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California; and

WHEREAS, the Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units, a neighborhood retail facility, a series of public and private open space amenities, and a network of new roadways (the "Project") in accordance with all required Project Approvals; and

WHEREAS, the Development Agreement was previously amended by the City Council May 8, 2018 to approve certain amendments to the 2008 Hilltown Development Agreement, including but not limited to removal of the Redevelopment Agency as a party to the agreement and an extension of the term of the Agreement; and

WHEREAS, due to delay resulting from Owner's consideration of a proposal to acquire the property for another use, said proposal ultimately being rejected, the Owner now desires to proceed with the original development as described in the amended Development Agreement and is requesting an extension of the term for the reasons specified in his letter of October 17, 2018 which is Exhibit A to this Resolution; and

WHEREAS, the Planning Commission did hold a properly noticed public hearing on November 19, 2018 to consider owner's application to amend the Development Agreement, and did hear and use its independent judgment to consider said application, reports, recommendations, and related testimony.

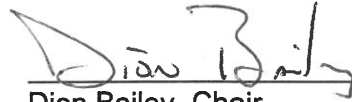
NOW, THEREFORE, BE IT RESOLVED:

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The Planning Commission, based on its independent judgment and analysis, after due study, deliberation and public hearing, finds and determines that the proposed second amendment to the 2008 Development Agreement contained in Exhibit B to this Resolution is in the public interest, is in conformance with the requirements of state law (Government Code Section 65864 *et seq.*) and the City's municipal code (Title 10, Chapter 8).

BE IT FURTHER RESOLVED: The Planning Commission recommends that the City Council approve the proposed second amendment to the 2008 Development Agreement as specified in Exhibit B to this Resolution, attached hereto and incorporated by reference herein.

PASSED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF HERCULES
on this 19th day of November 2018, by the following votes:

AYES: Galieva, Tolley, Morrison, Rubio, Bailey
NOES: None
ABSENT: None
ABSTAIN: None



Dion Bailey, Chair

ATTEST:



Holly P. Smyth, Planning Director &
Secretary

Exhibit A: Letter Requesting Extension of Term
Exhibit B: Amendment to the Development and Owner Participation Agreement for the Hill Town Redevelopment Project (DOPA 07-01)



October 17, 2018

City of Hercules
Mr. David Biggs
111 Civic Drive
Hercules, CA 94547

RE: Hilltown Site

Dear David:

As I know you are aware, the deal we were attempting to negotiate with Costco has proven unfruitful. Their lack of being able to provide a reasonable, non-refundable deposit amount after an Initial Feasibility Period along with the length of time for entitlements and workplans that they insisted upon were too much to overcome.

I have instructed my team to resume activities toward the submission of our application in accordance with the Development Agreement.

Given the fact that we put our project on hold since early July, while exploring the feasibility with Costco and pursuant with comments we heard from several Councilmembers during our presentation/update in August, we are requesting adding four months to the timeline established in the Development Agreement.

Please identify what will be required of us so that the matter may be heard by Council at the earliest opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen E. Schott".

Stephen E. Schott

CC: Patrick Tang
Jim Sullivan
Cory Kusich

404 Saratoga Avenue, Suite 100
Santa Clara, CA 95050-7062
Facsimile: 408-985-6050

Mailing Address:
P.O. Box 58171
Santa Clara, CA 95052-8171

**AMENDMENT No. 2 TO THE DEVELOPMENT AND
OWNER PARTICIPATION AGREEMENT
FOR THE HILL TOWN PROJECT (DOPA 07-01) BY AND
BETWEEN THE CITY OF HERCULES AND THE SANTA
CLARA VALLEY HOUSING GROUP, INC.**

This AMENDMENT TO THE DEVELOPMENT AND OWNER PARTICIPATION AGREEMENT (this "**Amendment**") is entered into and effective as of the ____ day of _____, 201_, between the City of Hercules, a municipal corporation (the "**City**"), and Santa Clara Valley Housing Group, Inc., a California corporation, ("**Owner**"). The City and Owner are collectively "**Parties**" to this Amendment.

RECITALS

A. The City and Owner are Parties to that certain Development and Owner Participation Agreement adopted by ordinance on September 23, 2008, a memorandum of which is recorded in the Office of the Contra Costa County Recorder, State of California, on November 25, 2008 as Document No. 2008-0256803-00 (the "**Development Agreement**"), with respect to the development of approximately 44 acres of certain real property located in the City of Hercules, California and described in Exhibit "A" attached to the Development Agreement (the "**Project Site**"). Unless otherwise defined in this Amendment, all capitalized terms have the meanings given to those terms in the Development Agreement.

B. The Development Agreement addresses, among other things, the potential development of up to 640 residential dwelling units, a neighborhood retail facility, a series of public and private open space amenities, and a network of new roadways (the "**Project**") in accordance with all required Project Approvals.

C. The Development Agreement was previously amended by the City Council in May, 2018 to approve certain amendments, including but not limited to removal of the Redevelopment Agency as a party to the Agreement and an extension of the term of the Agreement; and

D. The City and Owner desire to further amend certain provisions of the Development Agreement as described in this Amendment, including but not limited to the term of the Development Agreement.

E. On _____, 201_, after duly noticed public hearings, the City Council of the City of Hercules adopted Ordinance No. ____ approving this Amendment, which ordinance is incorporated herein by reference.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE OWNER AGREE THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

Term Amendments. Section 2.2 is hereby amended in full to read as follows:

“2.2 Land Use Term. The Land Use Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until **August 23, 2019** unless extended or terminated as provided in this section or sections 8.1 or 10.2.

2.2.1 The Land Use Term shall automatically extend by 4 months to **December 23, 2019** if Owner submits the following to the City on or before **August 23, 2019**:

2.2.1.1 A complete application for a tentative map for the Project in a form acceptable to the City in its reasonable discretion; and

2.2.1.2 Payment of \$50,000 of the \$100,000 due to the City for Owner's proportionate share of CEQA work for the Project required by section 3.6.1.7 of this Agreement.

2.2.2 If the Land Use Term is extended pursuant to section 2.2.1 above, Owner shall pay the remaining \$50,000 due to the City under section 3.6.1.7 of this Agreement on or before **December 23, 2019** or prior to recordation of a final map for the Project, whichever occurs first. “

Successor and Assigns. This Amendment shall be binding upon and inure to the benefit of the City, the Owner, and their respective successors and assigns.

Integration. Except as expressly provided to the contrary herein, all provisions of the initial Development Agreement as amended, which is incorporated herein by reference, shall remain in full force and effect. The Development Agreement and this Second Amendment shall hereafter be collectively referred to as the Development Agreement. The Development Agreement, as amended herein, integrates all of the terms and conditions of agreement between the Parties and supersedes all previous agreements between the Parties with respect to the subject matter hereof. To the extent that the terms of the initial Development Agreement as amended and this Amendment conflict, the terms of this Amendment shall prevail and control.

Authority to Execute. The person or person executing this Amendment on behalf of Owner warrant(s) and represent(s) that they have the authority to execute this Amendment, that they are the proper interest holders and/or successors in interest to the previous Parties executing the Development Agreement, and they further warrant that they have the authority to bind their respective Owner to the performance of the obligations hereunder. Signatories shall defend, indemnify, and hold harmless the City, and its agents, officers, and employees, from any challenge related to the authority of any person or person signing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

APPROVED AS TO FORM:

By: _____
Patrick Tang
City Attorney

CITY:

CITY OF HERCULES
a municipal corporation

By: _____
David Biggs
City Manager

OWNER:

SANTA CLARA VALLEY HOUSING
GROUP, INC., a California corporation

By: _____
Stephen E. Schott
Vice President



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager

SUBJECT: Developer Update on Bayfront Project Implementation

RECOMMENDED ACTION: Receive Presentation

FISCAL IMPACT OF RECOMMENDATION: None as a result of this item.

DISCUSSION: The City and Hercules Development Partners, LLC (with Ledcor as the lead entity) are in the process of implementing the master planned Bayfront project. The first phase on Block N, or the Exchange @ Bayfront, with 172 residential units, ground floor retail, and amenities space is under construction.

The second phase of development has been fully entitled for Blocks Q & R as the Grand @ Bayfront, with construction to start just after the first of the year on 323 units of residential and ground floor amenity space.

The developer has submitted an application for the next phase of development on Blocks M, O, and P, which will be advancing to the Planning Commission for design review later this year. This phase proposes two buildings on Blocks M and P with 123 and 202 units respectively with a single underground garage, with Block O having 119 units and underground parking. All three blocks have ground floor amenity space. Hercules Development Partners will be making a presentation to the City Council on the status of the project and their overall vision for implementation of the master plan.

ATTACHMENTS: None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: The Mayor and Members of the City Council

SUBMITTED BY: Michael Roberts, Public Works Director/City Engineer

SUBJECT: Professional Services Agreement with Carollo in the amount of \$787,313 for the Design of the Sewer Main Replacement from Duck Pond Park to the Waste Water Treatment Plant

RECOMMENDED ACTION:

Adopt a Resolution authorizing the City Manager to execute an agreement with Carollo for a not to exceed amount of \$787,313 for the design of the Sewer Main Replacement Project - Duck Pond Park to the Waste Water Treatment Plant.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

There was no commission or subcommittee review of this item.

FISCAL IMPACT OF RECOMMENDATION:

The 2008 Master Sewer Plan ("Sewer Plan") identified necessary sewer upgrades estimated to cost a total of \$8M. In anticipation of the need to construct this Sewer Main Replacement Project ("Project") and other sewer system improvements identified in the Sewer Plan, sewer rates were increased, wastewater revenue bonds were issued, and impact fees were collected from developers to generate the needed funding. As a result of this advanced financial planning, there is sufficient funding in the Sewer Fund to cover the cost of this project which was included in the FY 18/19 Budget.

DISCUSSION:

This Project will replace 5,500 feet of the City's primary 24-inch trunk sewer main beginning at Duck Pond Park and ending at the influent intake to the Waste Water Treatment Plant in Pinole. The trunk sewer was constructed in 1972 and has served its useful service life, is deteriorating, and needs to be increased in size to convey the increased flows from future development.

The design for this Project will be complex. The alignment includes tunneling under the railroad tracks, a weir crossing under Pinole Creek, and an alternatives analysis given the existing piping runs between houses in the Historic Homes and Coventry neighborhoods adjacent to Santa Fe Avenue. An environmental analysis will need to be completed and permits acquired from regulatory agencies and the railroad. As part of the work, an extensive geotechnical study will need to be conducted. Based upon the findings, design measures will need to be incorporated to address challenging soil

conditions such as Bay Mud. Flow monitoring and modeling is also needed to properly size the replacement trunk sewer main.

Given the complexity of the design, importance of the Project, and anticipated amount of the design contract, MRG who provides staff augmentation to the City was utilized to assist with consultant selection. Request For Proposals (RFP) were sent on September 4, 2018 to six consulting firms specializing in wastewater: West Yost Associates, V.W. Housen & Associates, HDR, Lee & Ro, Carollo Engineers, and RMC. RFPs were also sent to Quincy Engineering and BKF, who are on the City's prequalified engineering vendor list, at their request.

West Yost, Carollo, Lee & Ro, and BKF submitted proposals on the RFP due date of October 12, 2018. All four firms were interviewed on November 5, 2018. The selection panel consisting of internal and external evaluators selected Carollo as the best qualified firm to provide design services. City staff with assistance from MRG subsequently met with Carollo to negotiate and refine the final scope and budget. Carollo's revised proposal, which is included as Attachment 2, is now being recommended for approval. The design is scheduled to occur through 2019 with construction beginning as soon as January 2020 and a completion date of ideally November 2020.

The Project Manager from Carollo is scheduled to attend the Council meeting tonight to introduce herself, make a brief presentation, and respond to any detailed questions you may have.

ATTACHMENTS:

1. Resolution
2. Consultant Agreement including Scope, Budget & Staffing
3. Project Fact Sheet
4. Nepotism and Cronyism Form

<i>Financial Impact</i>			
Description: Expenditure amount not to exceed \$787,313.			
Funding Source: Sewer Fund. Fund No. 420-5475-611.90-00			
Budget Recap:			
Total Estimated cost:	\$803,108	New Revenue:	\$
Amount Budgeted:	\$803,108	Lost Revenue:	\$
New funding required:	\$0	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

RESOLUTION NO. 19-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CAROLLO FOR A NOT TO EXCEED AMOUNT OF \$787,313 FOR THE DESIGN OF
THE SEWER MAIN REPLACEMENT PROJECT - DUCK POND PARK TO THE
WASTE WATER TREATMENT PLANT**

WHEREAS, Request For Proposals (RFPs) for the design of the Sewer Main Replacement Project – Duck Pond Park to the Waste Water Treatment Plant were sent to 6 design consultants; and

WHEREAS, four firms submitted proposals by the due date of November 5, 2018; and

WHEREAS, a selection panel consisting of internal and external evaluators selected Carollo as the best qualified firm to provide design services; and

WHEREAS, City staff met with Carollo representatives and negotiated a final scope of work and budget which is now being recommended for approval; and

WHEREAS, the design contract is fully funded with Sewer Funds that were included in the adopted FY 18/10 Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby authorizes the City Manager to execute an agreement with Carollo for a not to exceed amount of \$787,313 for the design of the Sewer Main Replacement Project - Duck Pond Park to the Waste Water Treatment Plant.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the eighth day of January, 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Romero, Mayor

ATTEST:

Lori Martin, MMC
Administrative Services Director/City Clerk

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("**Agreement**") for professional services is made on January 8, 2019, between the City of Hercules, a California municipality ("**City**"), and Carollo, a private corporation ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

1. Scope of Services. Consultant will provide to City the professional services described in the Scope of Services, attached as **Attachment A** and incorporated in this Agreement (the "**Services**"). Only the City Council or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement will become effective on January 8, 2019 ("**Effective Date**"), and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in Attachment A, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City will pay Consultant in an amount not to exceed \$787,313, without prior written authorization by City, pursuant to the terms set forth in **Attachment B** on Payment, which is attached to and incorporated in this Agreement. Consultant's compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in Attachment B, Consultant will not be entitled to reimbursement for expenses it incurs to provide the Services.

3.1 Payment. City will pay Consultant for Services satisfactorily provided during each calendar month within 30 days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum: a description of the specific Services provided; the name of the individual providing the Services; the date(s) upon which the Services were provided; the time spent providing the Services; the amount due for the Services; and the basis for calculating the amount due.

3.2 Additional Services. If the City requests related services beyond the Scope of Services described in Attachment A, the Consultant will provide City a written estimate for the additional services ("**Additional Services**"). Consultant will not provide Additional Services until Consultant has received written authorization from the City to perform the Additional Services. Consultant will not be entitled to payment for Additional Services performed without City's prior written authorization or for costs to correct Consultant's errors or omissions.

4. Independent Contractor. The Parties agree that Consultant will act as an independent contractor under this Agreement and will have control of its work and the manner in which the Services are performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

5. Consultant's Warranties.

5.1 Consultant warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the Bay Area.

5.2 Consultant warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws and City ordinances and policies.

5.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

5.4 Consultant warrants that it will comply with the City's Nepotism and Cronyism Policy.

6. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

City:

City of Hercules
111 Civic Drive
Hercules, CA 94547
(510) 799-8200
Attn: City Clerk

Copy to: Mike Roberts
Email: mikeroberts@ci.hercules.ca.us

Consultant:

Name: Carollo
Address: 2700 Ygnacio Valley Road
Suite 300, Walnut Creek, CA 94598
Phone: (925)932-1710
Attn: _____

Copy to: Anne Prudhel
Email: APrudhel@carollo.com

7. Indemnity. Subsection 7.1 is not applicable to this Agreement if Consultant's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Consultant's Services are "design professional" services as used and defined in Civil Code section 2782.8.

7.1 To the full extent permitted by law, Consultant will indemnify, defend with counsel acceptable to City, and hold harmless City, its governing body, officers, agents, employees, and volunteers (collectively, "**City Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the City Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.1 does not apply if the Services to be provided

under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

7.2 To the full extent permitted by law, Consultant will indemnify, defend, and hold harmless City, its City Council, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.2 is applicable if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

8. Insurance. Before providing any Services under this Agreement, Consultant is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to City. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

8.1 The following insurance policies and limits are required for this Agreement:

8.1.1 Commercial General Liability Insurance ("CGL"). CGL insurance issued on an occurrence basis, including coverage of liability arising from Consultant's acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000.00 per occurrence.

8.1.2 Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000.00 combined single limit per accident for bodily injury, death, or property damage.

8.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least \$1,000,000.00. If Consultant is self-insured, Consultant must provide its duly authorized Certificate of Permission to Self-Insure.

8.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of Services under this Agreement, in an amount no less than \$1,000,000.00 combined single limit.

8.2 Subrogation Waiver. Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against City or the City's insurers.

8.3 The CGL policy and the automotive liability policy must include the following endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City will be called upon to contribute to a loss.

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

9. Dispute Resolution. In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel.

9.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

10. Early Termination.

10.1 Termination for Convenience. City may terminate this Agreement for convenience by giving 10 calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it will pay Consultant for Services satisfactorily provided up to that date.

10.2 Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice five calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

11. Work Product. City will be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the Parties.

12. Records. Unless otherwise specified in Attachment A, Consultant will maintain records related to this Agreement for a period of four years from expiration or termination of this Agreement, including records of the Services performed, on a daily basis if necessary. Consultant's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Consultant will permit City to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time.

13. General Provisions.

13.1 Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent. This Agreement is binding on Consultant's and City's lawful heirs, successors, and permitted assigns.

13.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13.3 Nondiscrimination. Consultant will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

13.4 Choice of Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of Contra Costa County, and no other place.

13.5 Integration. This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the City and the Consultant.

13.6 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

13.7 Amendment. No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

13.8 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

13.9 Precedence. If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

13.11 Force Majeure. If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

13.12 Headings. The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

13.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

13.14 Authorization. Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Consultant is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signature page follows.]

The Parties agree to this Agreement as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

David Biggs, City Manager

Patrick Tang, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Name/Title

Date: _____

CONTRACTOR: Carollo Engineers, Inc.
Business Name

s/ Anne E. Prushel

Anne E. Prushel, Vice President
Name/Title

Date: 1/2/19

s/ Ken Wilkins

Ken Wilkins Sr. Vice President
Name/Title

Date: 1/2/19

Attachments:

Attachment A: Scope of Services

Attachment B: Payment

Attachment A
SCOPE OF SERVICES

<Insert or attach a detailed description of the required Services, including time(s) for performance and completion of the Services, milestones, deliverables, reporting requirements, etc.>

Attachment B
PAYMENT

<Insert or attach prices or rates that will be used to determine payments to the Consultant as applicable, e.g., hourly rates by name and/or position, per task rates, per item rates, allowable reimbursable expenses, etc.>

<Delete if not applicable:> City will compensate Consultant for the following expenses ("**Allowable Reimbursable Expenses**") at the following rate(s), not to exceed a total of \$_____, without prior written authorization:

Allowable Reimbursable Expense: Rate:

_____	_____
_____	_____
_____	_____

CHAPTER 1

The first part of the book is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = x^2 + 1$. It is shown that this function is strictly increasing on the interval $(-\infty, \infty)$ and that it is concave up on the same interval. The second part of the book is devoted to the study of the properties of the function $f(x) = x^2 + 1$ defined by the equation $f(x) = x^2 + 1$. It is shown that this function is strictly increasing on the interval $(-\infty, \infty)$ and that it is concave up on the same interval.

CITY OF HERCULES
SYCAMORE AVENUE TRUNK SEWER REPLACEMENT PROJECT
SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

The purpose of this task is to establish and maintain effective project management and communication for the duration of the project.

Task 1.1 – Project Administration

Monitor project progress and prepare and submit monthly invoices and progress reports.

DELIVERABLES:

- Monthly progress reports.
- Schedule and updates.

Task 1.2 – Project Meetings and Workshops

Conduct monthly meetings and conference calls, as needed for project coordination. Key meetings and workshop to be conducted include:

- Kickoff Meeting.
- Design Criteria Workshop.
- Alignment Evaluation Workshop.
- 30% Review Meeting.
- 90% Review Meeting.

DELIVERABLES:

- Meeting agendas/presentations and minutes.

TASK 2 – ENVIRONMENTAL DOCUMENTATION

The purpose of this task is to evaluate and develop documentation to meet the requirements of the CEQA process. This scope of work assumes an Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared.

Task 2.1 - Prepare Project Description.

Based on the engineering information provided, prepare a Project Description that will be suitable for effective environmental analyses. As required by CEQA, the Project Description will be complete with the precise location and boundaries of the Proposed Project; a statement of the objectives of the Proposed Project; and a general description of the Proposed Project's technical, economic, environmental, engineering, and/or construction aspects.

Task 2.2 – Prepare Administrative Draft IS/MND

Prepare an Administrative Draft CEQA IS/MND pursuant to CEQA requirements to determine if the Proposed Project may have a significant effect on the environment and if so, to what extent. Based on our initial assessment, it is likely that the Proposed Project will satisfy the CEQA requirements through the preparation of a Mitigated Negative Declaration. Most, if not all, of the potential impacts appear to be short-term/temporary impacts due to construction activities which can be avoided and/or mitigated to less than significant levels.

In addition, the following specific environmental studies will be conducted to meet the CEQA requirements:

- Biological Resources Assessment Report. Prepare a Biological Resources Assessment (BA) Report on the potential impacts of state and federally listed species as a result of the construction and operation of the Proposed Project. The BA will address the species listed under the California and Federal Endangered Species Acts (ESA) that could be

within the Proposed Project Area and the ability or likelihood of the Proposed Project to adversely affect those resources.

- AB 52 Tribal Cultural Resources and Section 106 Cultural Resources Report. Prepare a Cultural Resources Inventory Report to comply with AB 52 Tribal Cultural Resources requirements and Section 106 of the National Historic Preservation Act of 1966, as amended. This study will consist of an archeological inventory of cultural surveys and archeological reports, contacts with Native Americans, as well as a cursory reconnaissance survey of the Proposed Action Area.
- For any potentially significant impact(s) identified through the CEQA Checklist, appropriate mitigation measures will be developed to attempt to avoid and/or reduce those impacts to less than significant levels. The Administrative Draft IS/MND will be provided to the City for review.

Task 2.3 – Prepare Public Draft IS/MND.

Based on comments from the City, the Administrative Draft IS/MND will be revised and a Public Draft IS/MND document will be prepared to undergo the required 30-day public review. Twenty-five (25) copies of the Public Draft IS/MND will be provided for the required 30-day public review. A Notice of Completion will be completed and fifteen (15) of the copies of the Public Draft IS/MND will be delivered to the State Clearinghouse. In addition, a Notice of Intent to Adopt a Mitigated Negative Declaration will be prepared and sent to the Contra Costa County Clerk-Recorder. This task assumes that the City will send this or a similar notice to any other responsible/trustee agencies with jurisdiction by law, and to other interested or affected parties.

Task 2.4 – Prepare Final IS/MND

Upon completion of the 30-day public review period, we will assist the City in considering any comments received. As appropriate, we will prepare the Final IS/MND to present to the City for approval of the Proposed Project. The City is obligated to notify (in writing) any commenting agencies of the date of the public hearing on the Project for which a Negative Declaration or a Mitigated Negative Declaration is prepared and being considered for approval. We will prepare a draft of the Notice of Determination for the City to sign after and upon Project approval. The City will be responsible for all filing fees with the Contra Costa County Clerk-Recorder, the State Clearinghouse, and/or any other agency(s) as required. Attendance at two City Council meetings has been included.

ASSUMPTIONS:

- An IS/MND will be sufficient for the project.
- The City will send the Public Draft IS/MND notice to agencies with jurisdiction by law, and to other interested or affected parties, beyond those listed in the scope.
- The City will be responsible for all filing fees.

DELIVERABLES:

- Project Description.
- Administrative Draft IS/MND.
- Public Draft IS/MND.
- Final IS/MND including draft of the Notice of Determination for the City to sign upon approval.

TASK 3 – PERMITTING

Identify required environmental and construction permits. Coordinate with permitting agencies and develop and submit permit applications. A Region-wide Permit #2 will be required for the Pinole Creek crossing. This is an expedited BCDC process that will require a 30 day permit package completion check and 14 day permit review. All other permits must be obtained before a BCDC permit will be issued. Some permitting will be dependent on the construction method selected.

For construction permits, jurisdictional requirements will be identified up front and provided in the specifications as the basis of bid.

Permits may be required from the following agencies: SFBCDC, California Fish & Wildlife SAA, Army Corps, Contra Costa County Public Works Department, City of Hercules, City of Pinole, Contra Costa County Flood Control, Union Pacific Railroad, and CalOSHA for Tunnel Classification.

ASSUMPTIONS:

- For budgeting purposes, all of the permit listed above were assumed to be needed.
- The City will pay all permit fees.

DELIVERABLES:

- Draft/Final permit application.

TASK 4 – RIGHT-OF-WAY SERVICES

If the need for property acquisition is identified as part of Task 6, AR/WS will provide appraisal services, lead negotiations with property owners, and develop easement documents for approval by the City.

Legal descriptions and plat maps to support the easement document will be provided by our surveyor, LCC, Inc.

ASSUMPTIONS:

- One appraisal has been included.
- Negotiation and development of one easement document has been included.
- One legal description and plat has been included.

DELIVERABLES:

- Legal descriptions and plats (if needed).
- Appraisal (if needed).
- Easement Documents (if needed).

TASK 5 – FIELD INVESTIGATION

This task includes the fieldwork to support preliminary and final design tasks.

Task 5.1 – Topographic Survey

The purpose of this task is to establish control provide a basemap to be used to develop the project design documents.

Task 5.1a – Ground Control Surveys

Establish control points in order to perform field surveys, based on Control monuments of record provided by the City. The coordinate system will be based on the City's preferred horizontal and vertical control monuments. If there is no preference, we will use NGS Published County GPS Control monuments of record (based on CCS Zone III, NAD83, with NAVD 88 elevations).

Task 5.1b – Aerial Survey and Mapping

Planimetric mapping will be performed centered along the existing pipeline with a width of mapping of 100 feet, at 1"=20' scale mapping with 1-ft contours. An aerial orthophoto image (scalable) centered along the same strip with a width of 300 feet will also be included. Orthophotography will be delivered in tif/tfw format with a pixel resolution of 0.5 feet.

Task 5.1c – Supplemental Survey

Supplemental ground level surveys will be conducted within the project limits to locate above ground utility structures, (e.g. valve boxes, vaults, manholes, inlets, lights, traffic poles, misc. boxes, drain inlets, exposed conduits and pipes, utility poles, fire hydrants, overhead wires, etc.) which are associated with above and below ground utilities. We will also located valve vaults, pot-hole locations, fences/gates, along with other easily accessible / visible utilities, as described above. Survey work will include opening and "dipping" sewer and storm drain structures in order to obtain invert elevations, and approximate pipe sizes and general directions will be noted.

For areas where aerial mapping will be obstructed, and for any minor added topo requests, additional supplemental surveys will be performed. In addition to the utility information described above, we will also include surveying above ground structures, buildings, fences, walls, sidewalks, curbs, edge of travelled ways or pavement areas, geotechnical boreholes (if present), grade breaks, top and toe of slopes, contours and spot elevations which are sufficient for design purposes.

The field work will include establishing semi-permanent survey control points along the route (semi-permanent control points will be magnetic nails in pavement areas or scribed "+" in concrete surface) to be used by the Client or future Contractor for construction purposes.

Property and easement lines will be included in the basemap and will be based on record maps and existing monuments of record.

ASSUMPTIONS:

- Preparing records of survey is not included.
- Pulling preliminary title reports is not included.
- Any title reports to be reviewed for purposes of establishing property boundaries or existing easement lines will be provided by the City.
- ROW mapping will be limited to record mapping obtained from the County and a search for existing monumentation.
- We will coordinate with the WWTP for access, if needed.
- City will provide access to any locked/gated areas.

DELIVERABLES:

- Topographic Mapping with property boundaries and easements (where information is available).

Task 5.2 – Geotechnical Investigation

5.2a – Data Compilation/Review and Site Reconnaissance

Review available geologic maps and groundwater data in advance of field investigation. In addition, reconnaissance of the site will be performed consisting of determining drill rig access, photo documentation of the site, visually identifying key geologic and geomorphic features, marking preliminary boring locations in the field, and contacting Underground Service Alert (USA) for utility marking.

A Drilling permit will be obtained from the Contra Costa County Environmental Health Department and encroachment permits will be obtained from the City of Hercules and Pinole, as needed.

Task 5.2b – Field Investigation

Subsurface exploration will be performed along the proposed sewer line replacement alignment and at the location of the proposed trenchless crossing along Tennent Avenue under the existing railroad tracks. An estimated 11 borings are to be performed every 500 to 800 feet along the proposed sewer alignment, two of which will be in the vicinity of the proposed railroad trenchless crossing. The two borings near the Tennent Avenue crossing will be advanced to depths of approximately 30 feet below grade as well as the two Pinole Creek Crossings. The other 7 borings along the proposed sewer alignment will be advanced to approximately 15 feet below grade. The field explorations are anticipated to be completed over 3 days. It is anticipated borings will be drilled using 8-inch hollow stem augers. Soil samples will be collected utilizing Standard Penetration Test Split Spoon Sampler and/or California Modified Sampler methods. Approximately two additional undisturbed soil samples will be collected by driving Shelby Tubes into the soil at the desired depth at the trenchless crossings. Soil samples will be taken generally at 3- to 5-foot intervals. Groundwater levels will be measured in the borings, if encountered. At the completion of the borings, soil cuttings will be drummed and removed from the site for proper disposal. The borings will be backfilled with neat cement grout in accordance with Contra Costa County Environmental Health requirements. The upper 12-inches are to be backfilled with quick-setting concrete and troweled smooth on the surface. If contaminated materials are encountered, testing and disposal charges will be additional to our estimate.

Dave Mathy will evaluate the geotechnical data and provide recommendations and design parameters for trenchless construction methods being considered. Recommendations and design parameters will be summarized in a technical memorandum.

Task 5.2c – Laboratory Testing

Laboratory testing will be performed on selected soil samples retrieved from the borings to determine engineering properties and to confirm field classifications. Laboratory testing is anticipated to include, but not limited to, moisture content, dry soil density, sieve analysis, Atterberg Limits, R-value, consolidation, triaxial, and corrosion.

Task 5.2d – Engineering Analysis

We will analyze boring logs to determine geotechnical engineering properties from the laboratory testing. Engineering analysis will include calculations and analysis for liquefaction susceptibility, lateral earth pressures for shoring, pipeline design loads, and pavement design. Engineering analysis performed will be incorporated into our geotechnical design recommendations.

Task 5.2e – Report Preparation

The results from the data review, subsurface exploration, laboratory testing, and engineering analysis will be used as the basis for development of geotechnical recommendations to be presented in a Geotechnical Design Report, with supporting graphics and data. This report will include the following:

Introduction including site location, description, and purpose of the investigation.

Summary of the subsurface conditions and geology.

Boring logs and test results from the subsurface exploration and lab testing.

Conclusions regarding liquefaction susceptibility to the depths explored.

Geotechnical design recommendations including shoring, pipeline design loads, pavement section, earthwork, and other geotechnical design criteria required by the project structural engineer.

Task 5.2f – Trenchless Evaluation

Review existing information prepared by CEG in the vicinity of proposed trenchless undercrossings. Perform site reconnaissance at each trenchless undercrossing to observe surface conditions and site constraints. Evaluate trenchless alternatives at each of the undercrossings based on soil and groundwater conditions, as well as site constraints. Provide a technical memorandum summarizing the soil and groundwater profile at each trenchless undercrossing, including Tunnelman's Ground Classification, feasibility of trenchless alternatives, constructability issues, impacts on existing improvements and utilities, trenchless risks including systematic settlement estimates and shaft excavation, shoring, dewatering, and ground improvement criteria.

ASSUMPTIONS:

- If contaminated materials are encountered, testing and disposal charges will be additional to our estimate.
- City of Hercules and Pinole encroachment permit fees will be waived.
- Barricades currently blocking Railroad Ave will be temporarily removed to allow drill rig access.
- No drilling will occur within Chelsea Wetlands.
- A railroad encroachment permit will not be required to drill along Railroad Avenue.

DELIVERABLES:

- Draft/Final Geotechnical Report.
- Draft/Final Trenchless Recommendations Technical Memorandum.

Task 5.3 – Potholing

After the alignment has been established, a potholing plan will be developed. The pothole plan will focus on existing utilities that are near or crossing the new alignment where depth is not known. The potholing data will be incorporated into the plans to avoid utility conflicts.

ASSUMPTIONS:

- 2 days of potholing (6-10 potholes) has been budgeted.

DELIVERABLES:

- Pothole logs with information incorporated into the plans.

TASK 6 – PRELIMINARY DESIGN

Task 6.1 – Review Existing Information

Carollo will submit an information request to the City and review all available data including CCTV, flow monitoring data, existing plans, flow data from the City and the Pinole/Hercules WWTP, and the existing master plan.

Task 6.2 - Establish Design Criteria

Carollo will work closely with the City to develop design criteria, including depth of flow to pipeline diameter, d/D, velocity, minimum slope, etc to determine trunk sewer size for design. A workshop with the City will be used to develop the design criteria.

Task 6.3 – Trunk Capacity Assessment

The purpose of this task is to establish the design flows to be used in sizing the new trunk sewer. The analysis will be based on existing information as well as the flow monitoring data collected in Task 9.

Task 6.3a - Model Development

Carollo will use the City's existing modeling files, and/or the City's GIS data to construct a model of the Sycamore Trunk sewer system. Carollo will use Innovyze's InfoSWMM hydraulic modeling software to build the hydraulic model. Flows collected during the flow monitoring program will be used to allocate dry weather base flows. The infiltration and inflow (I/I) analysis will be used to develop the wet weather flow parameters and generate the collection systems repose to I/I, and ultimately peak wet weather flows. The model will incorporate the boundary conditions at the wastewater treatment plant, as well as other locations to simulate the hydraulic grade in the trunk sewer during peak wet weather design flows.

ASSUMPTIONS:

- If a new model is constructed it will only include the pipelines associated with the Sycamore Trunk Sewer. A model of the City's entire collection system is not included as part of this scope of work.
- It is assumed that the model will contain up to nine scenarios including the following:
 1. Average Dry Weather Flow (ADWF)
 2. ADWF Calibration
 3. Peak Wet Weather Flow
 4. Peak Wet Weather Flow Calibration
 5. Model Verification (Jan-April 2019)
 6. Peak Hour Wet Weather Flow (10-Year 24-Hour event)
 7. Routing Alternative 1
 8. Routing Alternative 2
 9. Routing Alternative 3

Task 6.3b - Model Calibration:

Carollo will calibrate the hydraulic model to the flows measured during the flow monitoring program for both dry weather and wet weather scenarios. The model flows will be calibrated for flow, level, and velocity. Flow calibration will be based on the Wastewater Planner's Users Group (WaPug) Standards. The wet weather calibration will include measured flows from multiple rainfall events. Wet weather simulations will be verified with historical rainfall events that are to be determined by the project team and City Staff. Carollo will develop model calibration spreadsheets that provide a summary of the calibration site locations, comparisons of modeled versus measured flow, velocity and level. Carollo will also compare simulated flows to influent flows at the WWTP.

ASSUMPTIONS:

- Model calibration will be evaluation based on WaPug standards.

DELIVERABLES:

- Average Dry Weather Flow calibration summary sheets.
- Wet Weather Flow calibration summary sheets.

Task 6.3c – Design Flow and Trunk Sewer Sizing Determination:

Carollo will use the calibrated hydraulic model to simulate design flow conditions. Carollo will work closely with City staff to determine the design storm intensity, duration, and hyetograph pattern and intensity distribution. Carollo will present options for synthetic distributions as well as distributions based on historical rainfall events. The model will be run with two design storm options to determine the City's preferred option for the design flow simulations. Carollo will use the design criteria established in Task 6.2 (specifically depth of flow to pipeline diameter, d/D) to determine trunk sewer size for design. Carollo will conduct a sensitivity analysis with up to three d/D alternatives (i.e. 0.85, surcharge to three feet below manhole rim, etc) to allow the City to determine the appropriate size based on an acceptable level of risk.

ASSUMPTIONS:

- Two design storm options will be simulated for selection of design flow conditions.

- Three criteria alternatives will be simulated for the evaluations sensitivity analysis.

DELIVERABLES:

- Criteria and evaluation summary sheets documenting criteria and design storm selection.

Tasks 6.4 – Alignment Alternatives Development

We will identify alternative alignments (horizontal and vertical, where appropriate) that may decrease capital cost, reduce permitting or easement acquisition needs, or enhance constructability. This scope of work assumes the pipeline across Pinole Creek will be replaced using horizontal directional drilling below Pinole Creek. Alternatives will be developed for relocating the pipe out from underneath the development near Santa Fe.

We have included a site walk with City staff and subconsultants to discuss the challenges with each reach of the existing alignment.

Alternative routing for other portions will be developed as needed to develop a constructible project. Alignment alternatives for various reaches will be presented to the City for discussion.

Tasks 6.5 – Alignment Alternatives Analysis

We will establish, with the City, evaluation criteria. Evaluation criteria will be weighted according to its importance to City. Each alternative developed in Task 6.4 will be evaluated against the weighted criteria to develop a score. The scores for each alternative will then be compared to determine the highest scoring alternative; the alternative that best meets the City's criteria. The evaluation process will be conducted in a workshop so that City can provide input on the scoring. The preferred alignment will be used to develop the cost estimate and 30 percent design documents.

Task 6.6 – Preliminary Cost Estimate.

A preliminary cost estimate (Class 4) will be developed using Carollo's unit price database, vendor/manufacturer quotes, and recent bid tabs for similar projects. The estimate will be based on the level of detail we have in the 30 percent design and will include appropriate contingencies.

Tasks 6.7 – 30% Design:

We will develop 30 percent drawings for the selected alignment. 30 percent drawings will include the horizontal alignment, preliminary profile, and general sheets.

Tasks 6.8 – Preliminary Design Report

The preliminary design report will summarize the efforts of Task 6 as well as identify needed right-of-way acquisition and permits. The PDR will serve as the basis for final design and will document the design criteria selection, alternatives analysis and scoring as well as the 30 percent design drawings based on the selected alignment.

DELIVERABLES:

- Draft and Final PDR including 30% design drawings.

TASK 7 – FINAL DESIGN

Carollo will develop 90 percent and Final plans, specifications, and cost estimates for the project as described in the PDR. Plans will be developed for half size (11x17) and full size (22x34) and will be developed using Carollo's CAD standards. Technical and front end specifications will be developed using CSI format.

We will conduct a review meeting after the 90 percent submittal and will incorporate City comments into the Final submittal. Carollo will provide written responses to the City's comments on the 90 percent submittal.

ASSUMPTIONS:

- Carollo CAD Standards will be used.
- Carollo front end specifications will be used.
- Deliverables will be electronic PDF format.

DELIVERABLES:

- 90 percent and Final plans, specifications, and cost estimate (pdf).
- Written responses to City's 90 percent comments.

TASK 8 – BID SUPPORT

8.1 Pre-Bid Meeting

Carollo will conduct one on-site Pre-Bid Conference meeting during the bidding phase of the project and will prepare addenda and clarifications, if necessary.

DELIVERABLES:

- Agenda and meeting minutes (electronic file in PDF format).

8.2 Bidding Period Assistance

Carollo will assist the City during bidding by answering bidding Contractors' questions during the bid period, and preparing up to two addenda, if needed.

DELIVERABLES:

- Addenda and associated re-issued drawings and specifications (electronic file in PDF format).

8.3 Bid Opening

Carollo will assist the City during bidding by attending the bid opening.

8.4 Bid Evaluation Assistance

Carollo will tabulate bid results and Contractor qualifications and make a recommendation to the City for award.

DELIVERABLES:

- Bid Evaluation Memorandum (electronic file in PDF format).

8.5 Conformed Contract Documents

Carollo will incorporate addenda items into the plans and specifications and provide the City and selected Contractor with conformed documents.

DELIVERABLES:

- Conformed Plans and Specifications (electronic file in PDF format).

ASSUMPTIONS:

- City will be responsible for distribution of contract documents, maintaining the plan holders list, etc.
- City will be responsible for distribution of addenda.

TASK 9 – FLOW MONITORING

Carollo will develop a temporary flow monitoring program to capture system flows during wet weather. The program will consist of up to 11 meters throughout the City of Hercules' conveyance system (not limited to the Sycamore Trunk) for a three month period. Carollo will contract the services of V&A Consulting engineers to perform the flow monitoring program. The flow monitoring will include depth and velocity measurements and results will be represented in electronic format as well as a hard copy report. The report will document the flow monitoring equipment used, location of meters (including pipe size, manhole number, flow channel condition and site schematics and photographs), flow monitoring data with tabular outputs of depth, velocity, and flow rate and hydrographs of depth, velocity, and flow rates for each flow meter, and an electronic copy of monitoring data provided in 15-minute time intervals.

ASSUMPTIONS:

- Up to 11 flow monitors for a three month period.
- V&A will provide electronic (MS Excel) deliverable, as well as a hard copy of the flow monitoring report (three copies).

- The flow monitoring schedule will be determined by the project team in conjunction with City staff. It is anticipated that the monitoring program would commence in the January time frame depending on weather forecasts

DELIVERABLES:

- Electronic and hard copies of the flow data, as well as three copies of the flow monitoring report.

ADDITIONAL ASSUMPTIONS APPLICABLE TO ALL TASKS:

- City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.
- City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

EXHIBIT B

LABOR AND BUDGET ESTIMATE

**City of Hercules
Sycamore Ave Sewer Trunk Replacement
Design and Bidding Services**

Task Task Description		Carollo Labor											Other Direct Costs (ODC)						Total Cost	
													Subconsultants	PECE	Printing	Mileage		ODC Total		
		PIC/PM	PE	Hydraulics	CM	SE	QA/QC	Drafter	Engineer	DP	GIS	Total	Labor			Includes 5% Markup	Trips			Amount
1.0	Project Management and Meetings	42	18	3	0	0	0	0	0	0	63	\$16,734	\$737	\$0	0	\$0	\$737	\$17,471		
	1.2 Meetings/Workshops	48	74	16	4	0	0	0	24	0	166	\$38,660	\$1,942	\$0	17	\$440	\$2,382	\$41,042		
Task 1.0 Totals =		90	92	19	4	0	0	0	24	0	229	\$55,394					Task 1.0 Totals =	\$58,513		
2.0	Environmental	8	20	0	0	0	0	0	16	0	44	\$9,352	\$73,150	\$515	\$0	0	\$0	\$73,665	\$83,017	
Task 2.0 Totals =		8	20	0	0	0	0	0	16	0	44	\$9,352					Task 2.0 Totals =	\$83,017		
3.0	Permitting	2	8	0	0	0	0	0	4	0	14	\$2,998		\$164	\$0	0	\$0	\$164	\$3,162	
	3.2 Permitting Documentation / Applications	4	72	0	0	0	0	12	52	16	0	\$29,488	\$1,825	\$0	0	\$0	\$1,825	\$31,313		
Task 3.0 Totals =		6	80	0	0	0	0	12	56	16	0	\$32,486					Task 3.0 Totals =	\$34,475		
4.0	Right of Way Services	2	4	0	0	0	0	4	8	0	18	\$3,490	\$21,000	\$211	\$0	0	\$0	\$211	\$3,701	
	4.2 Negotiations, Development of Easement Docs	2	8	0	0	0	0	0	16	0	26	\$4,978		\$304	\$0	0	\$0	\$21,304	\$26,282	
Task 4.0 Totals =		4	12	0	0	0	0	4	24	0	44	\$8,468					Task 4.0 Totals =	\$29,983		
5.0	Field Investigation	2	8	0	0	0	0	0	0	0	10	\$2,338	\$49,150	\$117	\$0	0	\$0	\$49,267	\$51,605	
	5.2 Geotechnical Investigations	2	8	0	0	0	0	0	0	0	10	\$2,338	\$87,000	\$117	\$0	0	\$0	\$87,117	\$89,455	
	5.3 Potholing	8	4	0	0	0	0	0	8	0	20	\$4,512	\$15,750	\$234	\$0	0	\$0	\$15,984	\$20,496	
Task 5.0 Totals =		12	20	0	0	0	0	0	8	0	40	\$9,188					Task 5.0 Totals =	\$161,556		
6.0	Preliminary Design	4	8	4	0	2	0	0	24	0	42	\$8,214		\$491	\$0	0	\$0	\$491	\$8,705	
	6.2 Establish Design Criteria	2	8	8	0	0	0	0	8	0	26	\$5,354		\$304	\$0	0	\$0	\$304	\$5,658	
	6.3 Capacity Analysis	6	24	32	0	0	12	0	88	0	174	\$33,358		\$2,036	\$0	0	\$0	\$2,036	\$35,394	
	6.3.1 Model Development	2	4	8	0	0	4	0	40	0	4									
	6.3.2 Model Calibration	2	4	16	0	0	4	0	40	0	4									
	6.3.3 Design Flow & Trunk Sewer Sizing Determination	2	16	8	0	0	4	0	8	0	4									
	6.4 Alignment Alternatives Development	6	20	4	8	0	1	0	16	0	4	59		\$12,747	\$690	\$0	0	\$0	\$690	\$13,437
	6.5 Alignment Alternatives Analysis	4	40	0	8	4	1	0	20	0	0	77		\$16,837	\$901	\$0	0	\$0	\$901	\$17,738
	6.6 Develop Preliminary Cost Estimate	4	16	0	4	2	1	0	16	0	0	43		\$9,251	\$503	\$0	0	\$0	\$503	\$9,754
	6.7 30% Design Drawings	20	39	0	0	8	10	78	40	0	0	195		\$39,694	\$2,282	\$0	0	\$0	\$2,282	\$41,976
	6.8 Preliminary Design Report	4	40	8	6	4	4	2	32	12	0	112	\$22,490	\$1,310	\$0	0	\$0	\$1,310	\$23,800	
Task 6.0 Totals =		50	195	56	26	20	29	80	244	12	16	728	\$147,945					Task 6.0 Totals =	\$156,463	
7.0	Final Design	61	115	0	0	31	31	239	98	31	0	606	\$121,636		\$7,090	\$0	0	\$0	\$7,090	\$128,726
	7.2 Final PS&E	10	28	0	0	5	5	41	0	5	0	94	\$19,573		\$1,100	\$0	0	\$0	\$1,100	\$20,673
Task 7.0 Totals =		71	143	0	0	36	36	280	98	36	0	700	\$141,209					Task 7.0 Totals =	\$149,399	
8.0	Bid Support	3	3	0	0	0	0	0	0	0	6	\$1,527		\$70	\$0	0	\$0	\$70	\$1,597	
	8.2 RFI Review/Addenda	8	18	0	0	0	0	11	0	2	39	\$8,490		\$456	\$0	0	\$0	\$456	\$8,947	
	8.3 Conformed Documents	2	12	0	4	0	0	24	0	12	0	\$9,978		\$632	\$0	0	\$0	\$632	\$10,610	
Task 8.0 Totals =		13	33	0	4	0	0	35	0	14	0	99	\$19,995					Task 8.0 Totals =	\$21,154	
9.0	Flow Monitoring	4	4	16	0	0	0	0	0	0	24	\$5,428	\$87,045	\$281	\$0	0	\$0	\$87,326	\$92,754	
Task 9.0 Totals =		4	4	16	0	0	0	0	0	0	24	\$5,428					Task 9.0 Totals =	\$92,754		
TOTAL		258	599	91	34	56	65	411	470	78	16	2,078	\$429,465	\$333,095	\$24,313	\$0	17	\$440	\$357,847	\$787,313



Anne E. Prudhel, P.E.

Anne Prudhel has 17 years of experience in planning, design, and construction of water and wastewater infrastructure, including wastewater pipeline design and rehabilitation, wastewater collection system planning, reclaimed water facilities, storm-water pipeline design, and water distribution facilities. She is Carollo's Chief of Infrastructure Design, and she has successfully designed and managed more than 150,000 feet of sewer rehabilitation and replacement.

Education

BS Civil Engineering,
University of the Pacific,
2002

BS Engineering
Management, University
of the Pacific, 2002

Licenses

Civil Engineer, California

Professional Affiliations

American Society of Civil
Engineers

Bay Area Water Works
Association

Relevant Experience

→ Project engineer for pipeline preliminary design for the City of Modesto, California, River Trunk Realignment, Beard Brook Siphon and Cannery Segregation Line (CSL) Improvements. The City's wastewater collection and treatment system is divided into two separate systems: the domestic system and the segregated cannery process water system. The main objectives of the project are to address capacity and structural deficiencies in the Sutter and River Trunk systems, as well as capacity and operations and maintenance (O&M) issues associated with the Beard Brook Siphon. During conceptual development, additional objectives were identified: address CSL peak flow limitations, improve River Trunk O&M access, and mitigate vulnerability of river washout. Eight pipeline reaches were evaluated and designed to address the main objectives of project. New 54- to 84-inch-diameter sewers in excess of 30 feet deep were evaluated to relocate the River Trunk sewer out of the Tuolumne River floodplain. In addition to the gravity sewer relocation, a new 54.5-mgd pump station approximately 80 feet deep was designed.

→ Project manager for the Santa Cruz County Sanitation District, California, 07-08 Sewer Improvements – Felt Street and 17th Avenue. Responsible for condition assessment, alternatives evaluation, and final design of 6,500 feet of 8 through 24-inch gravity sewer. Design included cured-in-place pipe, open-cut, and guided boring to consolidate multiple sewers and increase system capacity.

→ Project manager for the Santa Cruz County Sanitation District, California, 08-09 Sewer Improvements – Upper Rodeo Gulch. Responsible for alternatives analysis and preliminary design to reroute the existing Upper Rodeo Gulch trunk sewer out of the gulch and into public right-of-way, as well

as address additional capacity needed to lift a moratorium.

→ Project manager for Santa Cruz County Sanitation District, California, 07-08 and 08-09 Sewer Improvements – Noble Gulch Area. Responsible for predesign and final design of 6,600 feet of 15-inch gravity sewer trunk line, including plans, specifications, and the cost estimate. Construction methods include open-cut, sliplining, horizontal directional drilling, and micro-tunneling.

→ Project manager for the Town of Hillsborough, California, Crystal Springs/El Cerro to Phase II Sewer Improvements, which included final design for replacement of approximately 11,000 feet of 8- to 18-inch gravity sewer with 26- to 28-inch HDPE using open cut through a culturally and environmentally sensitive area. The pipeline is located along a narrow, winding road within an affluent community and fronts an elementary school in one location.

→ Project manager for the Dublin San Ramon Services, California, Dublin Trunk Sewer Rehabilitation. The project included cured-in-place rehabilitation of 8,200 feet of 33, 36, 39, and 42-inch gravity trunk sewer. The project included design of a complicated bypass system and detailed traffic control plans. The project fronted neighborhoods and a congested commercial corridor within the cities of Dublin and Pleasanton and required coordination with multiple agencies including Caltrans, Zone 7, and the cities of Dublin and Pleasanton.

→ Pipeline engineer for preliminary and final design of the California Department of Corrections and Rehabilitation California Men's Colony Trunk Sewer Replacement. The project included modeling of the existing interceptor system and design and construction of 5,000 feet of replacement interceptor sewer and two screening stations. The design was necessary to eliminate sig-

Anne E. Prudhel, P.E.

nificant inflow and infiltration and to prevent ongoing sewer overflows.

→ Project engineer for the Ross Valley Sanitary District, California, William/Holcomb/Meadowood Capacity Improvements. Responsible for preparation of plans, specifications, and cost estimates to replace approximately 2,200 feet of existing 6- to 12-inch-diameter sewer pipe with 14- to 20-inch-diameter sewer pipe. Also provided construction method evaluation of pipe bursting and open-cut construction.

→ Project engineer for the City of Livermore, California, miscellaneous sanitary sewer main improvements. The project involved reviewing CCTV inspection tapes, obtaining and evaluating existing utility information, and investigating field conditions to develop the conceptual design memo for rehabilitation of seven difficult reaches of sanitary sewer. Reaches ranged from 250 feet to 1,500 feet each and included 6- to 12-inch-diameter pipelines. Recommendations on rehabilitation and replacement methods, including pipebursting, horizontal directional drilling, open-cut, spot repairs, and rerouting, were provided with a cost analysis for each.

→ QA/QC for the North Valley Regional Recycled Water Program Pipeline Design for the City of Turlock, California. The project includes the final design of 7.1 miles of 42-inch, welded steel pipe, three trenchless micro-tunnel crossings, a flow control facility, and ancillary facilities. Construction cost is \$27.7 million

→ Staff engineer for evaluation of the existing condition of the Washington Avenue trunk sewers for the Oro Loma Sanitation District, California. The study included review of CCTV inspection data and field investigations to determine the existing condition of 24- and 30-inch-diameter trunk sewers, including crossings of I-880 in San Leandro, and offered recommended solutions for deficiencies identified. Developed various levels of improvements, with associated estimates of probable engineering and construction costs, to allow the District to select the most tenable project

→ Project engineer for design of Vallejo Sanitation and Flood Control District, California, Mariposa Street Sewer Improvements. Responsible for preparation of plans, specifications, and cost estimate. The design included installation of 4,800 feet of 15- and 12-inch HDPE sewer by pipe bursting.

→ Design manager for the Los Carneros Water District, California, Recycled Water Pipeline design and project manager for engineering services during construction. The project included design of approximately 46,000 feet of 6- through 20-inch C900/C905 PVC pipe installed by open cut, 100 feet installed by jack and bore, 60 feet of ductile iron pipe for an elevated bridge crossing, and 106 customer connections. Other efforts included coordinating the environmental work, obtaining a California Department of Fish and Wildlife Streambed Alteration Agreement, preparing and submitting the Clean Water State Revolving Fund (CWSRF) application packages, and assembling and submitting the Final Budget Approval package to obtain the final CWSRF agreement allowing for construction disbursements.

→ Principal/QA/QC for design of the \$30 million Marina Coast Water District, California, Regional Urban Water Augmentation Project. The project includes design of 40,000 feet of 16- through 24-inch ductile iron pipe, a 2.5-MG steel reservoir, and multiple customer turnouts. Project highlights include extensive project coordination with the Monterey Regional Water Pollution Control Agency to ensure the system design sufficiently provided irrigation service and groundwater injection well capacity. The pipeline is designed for high pressure service, up to 250 psi and fully restrained. Additional project challenges included determining requirements for five jurisdictional agencies and coordination with ongoing development projects within the City of Marina.

→ Project engineer for a design-build project consisting of approximately 3,200 feet of 24-inch PVC trunk sewer for the City of Livermore, California. The project required extensive coordination with the City, developer, and contractor.



Education

BS Civil Engineering,
Columbia University, 1991
BA Physics, Reed College,
1991

Licenses

Civil Engineer, California

Jill Shankel, P.E.

Jill Shankel has 23 years of experience in water and wastewater infrastructure planning, design, and construction, including recent pipeline design and rehabilitation projects throughout California. In addition, she has extensive permitting experience for pipelines, including permits from cities and counties, Caltrans, Department of Fish and Game, and the US Army Corps of Engineers. Jill's representative experience includes the following:

Relevant Experience

- Project engineer for the Santa Cruz County Sanitation District Upper Rodeo Creek Trunk Sewer Alternatives Analysis.
- Project engineer for the Town of Hillsborough, California, Crystal Springs/El Cerro to Phase II Sewer Improvements, which included final design for replacement of approximately 11,000 feet of 8- to 18-inch gravity sewer with 26- to 28-inch HDPE using open cut through a culturally and environmentally sensitive area. The pipeline is located along a narrow, winding road within an affluent community and fronts an elementary school in one location.
- Staff engineer responsible for the design and permitting of 1,200 feet of new 8-inch sanitary sewer through bay mud and contaminated soils using pilot tube microtunneling, bore and jack, and open cut construction for the Rodeo Sanitary District, California Marina Development Sanitary Sewer Improvements Project.
- Project engineer for Rodeo Sanitary District, California, Rodeo Creek Bridge Force Main Realignment project. Responsibilities included the design, permitting, ESDC, and SRF funding support for a 20-inch steel pipe bridge across a flood control channel adjacent to a bridge, railroad, and San Francisco Bay.
- Project engineer for the Dublin San Ramon Services, California, Davona-Berwick Sewer Replacement. The project included evaluation of construction methods to replace a sagging 8-inch sewer adjacent to a creek, as well as an alternative routing analysis. Ultimately, final design included 330 feet of new 8-inch sewer over an existing culvert and abandonment of the existing 8-inch sewer adjacent to the creek. Rerouting eliminated the need for environmental permits and costly slope stabilization.
- Project engineer responsible for the design of Napa Sanitation District, California, Sarco Creek Sewer Replacement project that included relocation of 14-inch steel and 18-inch PVC sewer and manholes in a creek bed and Caltrans right-of-way.
- Project engineer for On-Call Services for the City of San Mateo, including an emergency force main repair design for a pipe on a bridge over an inlet to the bay, and an alternatives analysis for the Delaware Trunk Sewer Rehabilitation project.
- Project engineer for the Delta Diablo Sanitation District's Pittsburg Recycled Water Pipeline Rehabilitation project, which included preliminary and final design for sliplining approximately 5,300 of existing 20- and 30-inch asbestos cement pipe. Responsible for completing all required permitting and development of plans, specifications, and cost estimate. Provided submittal review and RFI responses during construction.
- Staff engineer responsible for the design of the Ralston Court Lift Station and 800 feet of dual 4-inch HDPE sewer force mains and 1000 feet of 8-inch PVC sanitary sewer for the Oro Loma Sanitary District, California.
- Staff engineer responsible for condition assessments of the City of Palo Alto, California, 72-inch RCP interceptor and their 54-inch marine outfall as part of the Palo Alto Wastewater Treatment Plant Long-term Facilities Plan. The study also looked at the impact of sea level rise and the cost of rehabilitation and replacement of the existing interceptor and outfall.
- Staff engineer responsible for the Central Contra Costa Sanitary District, California, Opinion of Probable Cost and Feasibility Analysis for New Outfall project.

Jill Shankel, P.E.

- Quality control for the Marina Coast Water District, California, Recycled Water Pipeline project that included 40,000 feet of 16- and 24-inch recycled water transmission main.
- Quality control for the Los Carneros Water District, California, Recycled Water Pipeline project. Responsibilities included pre-design and final design of approximately 46,000 feet of 6- through 20-inch PVC pipe installed by open cut, 100 feet installed by jack and bore, 60 feet of ductile iron pipe for an elevated bridge crossing, and 106 customer connections.
- Staff engineer for a series of potable reuse technical memoranda for the Santa Clara Valley Water District, California, regarding infrastructure and cost for direct injection wells, surface water augmentation, and percolation pond systems.
- Project manager for the East Bay Municipal Utility District, California, East Bayshore Recycled Water Project Facilities Plan. Work included meeting with more than 25 customers, local planning agencies, and permitting agencies to present future project; managing consultant for the environmental impact report; modeling distribution system; and evaluating retrofit requirements, distribution system pipe sizing, pump station and storage requirements, recycled water demands, and cost estimates for facilities. She also applied for and received a State Water Resources Control Board grant.
- Staff engineer for the design of a 24-inch-diameter reclaimed water pipeline, injection wells, and chemical feed system modifications for City of Livermore, California. Responsible for writing the specifications, performing hydraulic analyses, and providing cost estimates.
- Project engineer for the RP-4 Outfall for the Inland Empire Utilities Agency in Chino Hills, California (formerly Chino Basin Municipal Water District). Assisted in writing the preliminary design report and determining transmission and distribution pipe sizes for the recycled water distribution system. Performed pipeline alignment analysis, hydraulic surge analysis, and cost estimates. Designed 44,000 linear feet (LF) of 42-inch-diameter steel recycled water outfall, including plans, specifications, and cost estimates.
- Project engineer/designer for 13 miles of 54-inch-diameter recycled water pipeline and 30-inch-diameter brine pipeline for the Eastern Municipal Water District in Perris, California. The project was bid in three phases under three contracts. Work included pipeline alignment studies, cost analyses, pipe coating studies, and hydraulic surge analyses, as well as all plans, specifications, and cost estimates. Also served as project engineer for the associated sodium bisulfite dechlorination and discharge facility built under a separate contract.
- Staff engineer for an evaluation of West County Wastewater District's existing sanitary sewer system estimating and modeling storm water infiltration and groundwater intrusion in Richmond, California.
- Staff engineer responsible for design of the odor control biofilters, including drawings and specifications, for the City of Modesto, California.
- Staff engineer for the design of the disinfection facility, including liquid hydrogen peroxide and sodium hypochlorite feed systems, for the Orange County Sanitation District in Fountain Valley, California.
- Pipeline engineer for the City of Sacramento, California, E.A. Fairbairn Water Treatment Plant (EAFWTP): Long-Term Water Treatment Capacity Evaluation project task. Work involved evaluation to determine feasible alignment alternatives for conveyance of raw water from either a Sacramento River (up to 42,000 lf of 72-inch steel pipe with jack-and-bore and microtunnel crossings) or American River intake to the EAFWTP, and treated water pipeline to Florin Reservoir (19,000 lf of 54-inch/66-inch steel pipe with jack-and-bore crossing).
- Lead designer for 17 miles of 72-inch-diameter steel pipeline with two microtunnel crossings for the East Bay Municipal Utility District, California, Folsom South Canal Connection. Helped to acquire environmental permits, property acquisition, and coordinated with pumping plant/intake projects. Project was bid in three contracts and included a 600 LF river crossing.



Tim F. Taylor, P.E.

Education

MS Civil and Environmental Engineering, San Jose State University, 1994

BS Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo, 1986

Management Action Program (MAP), Pleasanton, CA

Truckee North Tahoe Leadership Training Course, Truckee/North Tahoe Area

Licenses

Civil Engineer, California, Idaho, Nevada

Professional Engineer, Oregon, Washington, Hawaii

Professional Affiliations

Water Environment Federation

Water Environment Federation Collection Systems Committee (Previous Member)

California Water Environment Association, Sierra Section, Board of Directors (2008 President)

Truckee Donner Public Utility District Board of Directors (2007 and 2008 President)

Tim Taylor, Carollo's Director of Infrastructure Practice, has served as project manager for numerous water and wastewater infrastructure and treatment projects. With more than 31 years of experience in engineering design, construction, and project management for water distribution systems, gravity sewer collection systems, pump stations, water and wastewater treatment facilities, geographic information system (GIS) and modeling projects, Mr. Taylor is proficient in all aspects of management, technical engineering, modeling, GIS, and design software. He has designed pipelines ranging from small collector sewers to major interceptor lines up to 84 inches in diameter, as well as pump stations ranging in size from a few hundred gpm up to 60 mgd.

Relevant Experience

→ Principal-in-charge and quality assurance/quality control for the Santa Cruz County Sanitation District, California, On-Call FY07-08 and FY08-09 Sewer Improvements, which involved design of more than 20,000 feet of sewer improvements with pipes ranging from 6 to 30 inches in diameter. The contract comprised seven separate sewer improvement projects and spans four separate areas: Noble Gulch, Harper Street, Felt/Rodeo Streets, and Schwan Lake. Much of the work on these projects was located in sensitive riparian habitats, in residential areas, along state beaches, and in commercial zones. Construction methodologies included open-cut construction, pipe bursting, pipe reaming, sliplining, horizontal directional drilling, auger boring, and cured-in-place pipe lining.

→ Principal-in-charge and quality assurance/quality control for the Town of Hillsborough, California, Crystal Springs Sewer Improvements, Phases I and II. Reviewed Carollo's rehabilitation program, which included the use of trenchless technologies such as pipe bursting to minimize impacts on heritage oaks and other environmentally sensitive areas. Trenchless technologies coupled with open cut trenching reduced costs for the overall rehabilitation efforts and limited the impacts to the public.

→ Project manager for the City of Modesto, California, River Trunk Realignment, Beard Brook Siphon and Cannery Segregation Line (CSL) Improvements. The City's wastewater collection and treatment system is divided into two separate systems: the domestic

system and the segregated cannery process water system. The main objectives of the project are to address capacity and structural deficiencies in the Sutter and River Trunk systems, as well as capacity and operations and maintenance (O&M) issues associated with the Beard Brook Siphon. During conceptual development, additional objectives were identified: addressing CSL peak flow limitations, improving River Trunk O&M access, and mitigating the vulnerability of river washout. Eight pipeline reaches were evaluated and designed to address the main objectives of the project. New 54- to 84-inch-diameter sewers in excess of 30 feet deep were evaluated to relocate the River Trunk sewer out of the Tuolumne River floodplain. In addition to the gravity sewer relocation, a new 54.5-mgd pump station approximately 80 feet deep was designed.

→ Project manager for the City of Modesto, California, River Trunk Pipeline. This project included design and permitting for 8,500 feet of 48- to 54-inch gravity pipeline. The pipeline alignment runs down a residential street and is 40 feet deep in some sections. The project team evaluated the use of microtunneling as an option to open-cut construction. The project is the second phase of a three-phase project for the City to eliminate a high-risk gravity trunk sewer routed along the edge of the Tuolumne River.

→ Project manager for the City of Modesto, California, River Trunk Rehabilitation, which evaluated rehabilitation methods for 2,600 feet of 45- and 48-inch-diameter reinforced concrete pipe on Gallo Winery property. Due to severe corrosion and lack of access to the

Awards

Special District
Leadership and
Management, Special
District and Local
Government Institute,
2007

Tim F. Taylor, P.E.

pipe, the pipeline failed in one section in December 2014. An emergency repair was performed to temporarily support the failing pipeline. The rehabilitation design uses the sliplining process as the best suited technology. Due to the difficult site access requirements, coordination efforts between the City of Modesto, Carollo, Gallo Winery officials, and operations staff was critical for a successful project. The final design included a geotechnical investigation, survey with aerial photography, and preparation of plans, specifications, and cost estimates.

→ Project manager for design of 9,500 feet of 30-inch and 36-inch trunk sewer for the Carpenter Road Relief Trunk for the City of Modesto, California. The preliminary design phase evaluated alternatives to address the aging infrastructure capacity restrictions and mitigate costs associated with a full interceptor reconstruction project.

By maximizing the capacity of existing facilities in the project area, the project team was able to reduce the amount of replacement and lower project costs, saving the City over \$7 million.

→ Project manager for the City of Simi Valley, California, Sanitary Sewer Trunk Rehabilitation Capital Improvements. The project included rehabilitation of over 10,800 feet of gravity sewer pipeline, ranging in size from 10 to 39 inches in diameter, using cured-in-place pipe. Four separate bid packages were developed and included extensive bypass pumping and traffic control requirements.

→ Technical advisor for the City of Las Vegas, Nevada, Downtown Interceptor Sewer Rehabilitation. The project included fast-track design for trenchless rehabilitation of 10,915 feet of unlined reinforced concrete interceptor pipe, diversion structure rehabilitation, development of temporary bypass pumping of sewage during construction, pipeline cleaning and inspection, design of a bypass pumping and piping system with 24-inch HDPE pipe, and control of odor and noise.

→ Technical reviewer for the South Tahoe Public Utility District, California, A-Line Replacement. The project included

installation of 52,800 feet (10 miles) of 30-inch-diameter, 250-psi pressure rated, ductile iron force main along residential streets and State Highways 50 and 89. In addition to conventional cut-and-cover techniques, two jack-and-bore operations (120 feet each) and one 1,200-foot horizontal directional drill (HDD) operation were used to install the new pipe. The horizontal directional drill operation installed the new pipe under the environmentally sensitive Trout Creek and the adjacent meadow without disturbing the surface.

→ Project manager for the City of Santa Clara, California, Trimble Road Trunk Sanitary Sewer Condition Assessment. The project included identification of specific rehabilitation and replacement needs of over 13,000 feet of sanitary sewer pipes. The sewer included 15-inch and 24-inch diameter siphons, 33-inch and 48-inch diameter gravity sewers, and 49 manholes and junction structures. The process included review of the existing sanitary sewer system map and available historical data, sewer line and manhole inspection and evaluation, hydrogen sulfide monitoring, and preparation of a condition assessment report.

→ Project manager for the Folsom East 1B Interceptor for the Sacramento Regional County Sanitation District, California. This project included design of 15,000 feet of 54-inch to 72-inch sewer interceptor piping that was 40 feet in depth. A key feature was design of a vortex drop structure that allows the pipeline to go over a major concrete box culvert and then under an access tunnel. This structure provided a 13-foot vertical drop and assisted in eliminating potential odor issues. The project also included design of large junction structures for future interceptor connections and coordination between a road-widening project and construction of a light rail system. Due to the depth of cover on the interceptor, close coordination with the geotechnical engineer was a major concern for the client.



Ryan F. Orgill, P.E.

Ryan Orgill has more than 14 years of experience in master planning, hydraulic modeling, sewer system management planning, urban water management planning, and geographic information systems (GIS). He is an expert in all aspects of computer modeling for water, sewer, and storm drainage, including modeling of complex operations such as variable frequency drives and overflow weirs.

Education

BS Civil Engineering,
California State
University, Fresno, 2006

Licenses

Civil Engineer, Nevada,
California

Professional Affiliations

American Water Works
Association

California Water
Environment Association
- Central San Joaquin
Section

Relevant Experience

→ Hydraulic modeling lead for the ongoing City of Modesto, California, Wastewater Collection System Master Plan. The hydraulic model was originally constructed in H2OMap Sewer as part of the previous master plan. In advance of the wastewater collection system master plan update, the City contracted with Carollo to convert the hydraulic model from H2OMap Sewer to the more advanced InfoSWMM platform. Responsibilities as part of the master plan update included updating and recalibrating the InfoSWMM hydraulic model, which involved more sophisticated simulation of storm drainage system cross connections within the InfoSWMM model. Other responsibilities include development of existing and future wastewater flow projections, improvement alternatives to mitigate existing capacity deficiencies and to service future growth, and a capital improvement plan.

→ Project manager for the ongoing Truckee Sanitary District, California, 2017 Hydraulic Modeling Assistance. The District hired Carollo provide assistance with the development and calibration of three of their four existing wastewater collection system models. The models are being calibrated to peak dry and peak wet weather flow conditions using flow monitoring data from the 2016 and 2017 storm season.

→ Project engineer for the Washoe County, Nevada, Pleasant Valley Interceptor (PVI) Alternatives Evaluation Study. Responsible for using the County's collection system hydraulic model to develop alternatives for Reach 3 and 4 of the proposed PVI.

→ Project engineer for the City of Fresno, California, Collection System Master Plan. Responsible for hydraulic model update and calibration of the City's all-pipe sewer system hydraulic model under dry and wet weather conditions, development of improvement projects to mitigate capacity

deficiencies, and development of a capital improvement plan for the City.

→ Project engineer for the City of Oakland, California, Sanitary Sewer Collection System Master Plan. Responsible for construction of the City's hydraulic computer model using the InfoSWMM modeling software package, model calibration, capacity analysis, development of improvement projects to mitigate capacity deficiencies, capital improvement cost estimate, and preparation of a technical report documenting the results of the analysis for submission to the U.S. Environmental Protection Agency in accordance with the City's Stipulated Order. Construction of the City's hydraulic model included digitization of the major collection system facilities into the InfoSWMM hydraulic modeling software program, with several complex overflow structures and connections to the East Bay Municipal Utility District (EBMUD) interceptor. The model was calibrated to 140 flow monitoring locations for both dry and wet weather flow conditions, approximately half of which recorded flow at City connection points to the EBMUD interceptor system.

→ Collection system engineer for the West County Wastewater District, California, District-Wide Master Plan. Responsible for preparation and calibration of a dynamic collection system model to evaluate wet weather storm events to simulate existing flow conditions.

→ Project engineer for the City of Tulare, California, Sewer, Water, and Storm Drainage Master Plans and Sewer System Management Plan. Tasks included creation and calibration of a dynamic hydraulic sewer system model to evaluate flow monitoring data, development of flow routing criteria, and evaluation of the existing sanitary sewer system to mitigate deficiencies to serve future growth.

Ryan F. Orgill, P.E.

→ Project engineer for the City of Turlock, California, Sanitary Sewer and Storm Water Master Plans. Responsible for overseeing the construction of the City's sewer and storm drainage system hydraulic models. The City's sewer collection system includes numerous direct storm drainage connections to the sewer system in the City's downtown area. As part of the analysis, several improvement alternatives were considered to alleviate capacity deficiencies in the majority of the sewer collection system in the downtown area, including replacing existing sewer pipelines with larger diameter sewers or removal of the direct storm drainage connections to the sewer. Costs associated with each alternative were prepared and presented to City staff, along with the pros and cons of each approach. Ultimately, the City's preferred alternative was to segregate the sewer and storm drainage collection systems. Preferred improvements to the sewer and storm drainage systems were incorporated into the Sanitary Sewer and Storm Water Master Plan reports.

→ Project engineer for the City of Chico, California, Sanitary Sewer Master Plan Update. Responsible for conversion and update of the City's previous HYRDA collection system model to the InfoSWMM hydraulic modeling software application. Current average and peak wet weather flows were developed based on the City's historical flow data, as well as the results of the temporary flow monitoring projects. Build out average and peak flows were projected for future land use areas, as identified in the City's General Plan Update. The project was calibrated to dry and wet weather flow conditions, and the collection system was analyzed under current and build out peak flow conditions. Several pipeline improvement routing options were considered and analyzed based on costs and other non-cost factors, and the preferred improvement alternatives were included in the master plan report.

→ Engineer for the City of Oceanside, California, Sewer System Master Plan. Responsible for system evaluation, hydraulic modeling, development of the Sewer Master Plan report, and custom model training for City staff.

→ Project engineer for the City of Cotati, California, Sewer and Water System Master Plans. Responsible for hydraulic model development and calibration, existing and build out analysis of the water and sewer systems, development of capital improvements to mitigate existing deficiencies and to service future growth, development of a staged capital improvement plan, and development of the final Sewer and Water System Master Plan reports.

→ Staff engineer for the Port of Oakland, California, Port-Wide Sewer System Management Plan, which was prepared to meet the requirements of both the State and the Regional Water Quality Control Boards. As part of the project, responsibilities included development of several supporting documents specific to the Port. These include a System Evaluation and Capacity Assurance Plan (SECAP), sanitary sewer design and construction standards, sanitary sewer use ordinances, an overflow emergency response plan, and a fats, oils, and grease control plan. The SECAP included development and calibration of a fully dynamic hydraulic model of the sewer collection system calibrated to both dry weather and wet weather conditions, evaluation of the collection system for existing and future design flow conditions, recommendations for capital improvements to mitigate deficiencies, condition assessment of sanitary sewer facilities in the Port, and development of costs associated with the proposed capital improvements.

→ Staff engineer for the Elsinore Valley Municipal Water District, California, Wastewater Master Plan Update. Responsible for development and calibration of the District's hydraulic computer model, evaluation of the District's existing collection systems, development of improvement recommendations to mitigate existing deficiencies and serve future growth, and preparation of the District's master plan report.

→ Hydraulic staff engineer for the City of Galt, California, Wastewater Collection, Water Distribution, and Storm Drainage Master Plans.



Brian W. Avon, P.E.

Brian Avon brings more than 11 years of experience in design, preparing contract documents and cost estimates, and facilitating the acquisition of permits. His work has included systems evaluation, pipeline design and condition evaluation, development of rehabilitation/ replacement improvements, construction, geotechnical engineering, and preparation of cost estimates and implementation schedules. He is adept at determining the feasibility of using trenchless construction methods, particularly under creeks and culverts.

Education

BS Civil Engineering,
University of the Pacific,
2007

BS Business
Administration, University
of Southern California,
2004

Licenses

Civil Engineer, California

Professional Engineer,
Washington

Professional Engineer,
Colorado

Certification

Certificate, Pipeline
Assessment Program,
NASSCO, California, 2010

Relevant Experience

→ Project engineer for Santa Cruz County Sanitation District, California, Upper Rodeo Gulch Sewer Improvements Project. The project includes the replacement of 2,000 feet of linear sewer pipe. Construction methods will include open-cut, pipe bursting, horizontal directional drilling, and jack/bore.

→ Project engineer for Santa Cruz County Sanitation District, California, Estates Drive Borregas Gulch Sewer Improvements Project. The project includes the replacement of 2,200 feet of linear sewer pipe. Construction methods will include open-cut, pipe bursting, and jack/bore.

→ Engineer for the Harper Street, Schwan Lake, Felt Street, and Noble Gulch Sewer Improvement Projects for the Santa Cruz County Sanitation District, California. The project includes the relocation and/or replacement of more than 15,000 feet of sewer pipe. Work includes location of the existing lines, design of the new pipeline, and assistance in facilitating the acquisition of permits.

→ Project director/technical lead for a confidential client for replacement of approximately 3,960 feet of vintage 8 and 12 inch pipe with 3,670 feet of new 12 inch pipe via horizontal directional drilling (HDD) and open cut. The HDD was designed to go under the American River and under a 60 foot deep flood wall. The new pipeline will be installed parallel to the existing pipe and the existing pipe will be decommissioned.

→ Project engineer for Ross Valley Sanitary District, California, Sir Francis Drake Sewer Improvements Project. The project includes the replacement of 3,800 feet of linear sewer pipe. Construction methods will include open-cut, sliplining, and pipe bursting.

→ Project director/technical lead for a confidential client for replacement of approximately 700 feet of steel pipe via horizontal directional drilling within a residential area of the City of Santa Cruz. The project included a feasibility analysis, routing study, geotechnical analysis, and detailed design.

→ Project director/technical lead for a confidential client for replacement of existing 24 and 22 inch steel pipe with approximately 12,300 feet of new 36-inch pipe to provide needed capacity and replace aging infrastructure. Construction methods included open cut, microtunneling, and horizontal directional drilling. The project included a feasibility analysis, routing study, geotechnical analysis, trenchless design, risk assessment, and detailed design.

→ Project engineer for the City of Santa Clara, California, Trimble Road Trunk Sanitary Sewer Condition Assessment. The project included the identification of specific rehabilitation and replacement needs of over 13,000 linear feet of sanitary sewer pipes. The sewer included 15- and 24-inch diameter siphons, 33- and 48-inch diameter gravity sewers, and 49 manholes and junction structures. The process included the review of the existing sanitary sewer system map, available historical data, sewer line and manhole inspection and evaluation, hydrogen sulfide monitoring, and the preparation of a condition assessment report.

→ Project engineer for the West County Wastewater District, California, Garrity Creek Siphon Project. The project included the emergency installation of a 500-foot double-barrel siphon by horizontal directional drilling under Garrity Creek to replace an exposed sanitary sewer. Responsibilities included hydraulic modeling of the old and proposed sewer, sewer design, permitting

Brian W. Avon, P.E.

assistance, plans, specifications, and engineering services during construction.

→ Staff engineer for the City of Santa Clara, California, Monroe Street, Chromite Drive, Machado Avenue, and Nobili Avenue Sewer Improvements design project. The project included removing approximately 9,300 feet of existing sewers ranging from 10- to 18-inches in diameter and constructing new 12- to 24- inch sewers. Project was located in a residential neighborhood and included two siphon creek crossings. A parallel siphon was installed by horizontal directional drilling to replace one of the existing siphons. New lower service laterals were also replaced as part of this project. Evaluated multiple construction methods to determine the best solution for constructing the new sewers; performed hydraulic calculations to verify new slopes would accommodate future flows; responsible for plans, specifications, cost estimate, and lead project meetings.

→ Staff engineer for the Sanitary District No. 1 of Marin County, California, William/Holcomb/Meadowood Capacity Improvements Project. Included 3,000 lf of sewer replacement by open-cut construction methods to provide additional capacity required.

→ Engineer for the Rehabilitation and Replacement of Tara Hills Force Main for the West County Wastewater District, in Richmond, California. Responsibilities included surveying the location of the existing force main and drafting all relevant data into AUTOCAD.

→ Project engineer for the Central Contra Costa Sanitary District, California, Recycled Water Distribution System. The project will provide recycled water to irrigation users in Concord near I-680 south of Buchanan Fields Airport. The new three-mile-long recycled water main will tie into an existing 24-inch transmission line at the Buchanan Fields Golf Course. It will provide a drought-proof water supply for landscape irrigation of local businesses, office parks, and landscape medians in an area of Concord where predominantly turf-style landscaping irrigation currently consumes up to 255 acre-feet

of potable water each year. When complete, it will reduce dependence on potable Delta water supplies, improve water supply reliability for irrigation customers, reduce wastewater discharge to the Delta, and increase water use efficiency.

→ Project engineer for Phase II of the Sewer Improvement Project for the City of Santa Clara, California. The project involved the replacement and upsizing of 8,900 linear feet of vitrified clay pipe (VCP) and the replacement of 138 lateral mains using various trenchless technologies and traditional open cut replacement methods. Project responsibilities included preparation of the pre-design report, contract drawings, specifications, and cost estimate for the project.

→ Engineer for the final design of the Middle River Intake project, part of the Alternative Intake Project (AIP) for the Contra Costa Water District (CCWD), California. The AIP provides CCWD with 162 mgd of raw drinking water pumping capacity from the Sacramento-San Joaquin River Delta. The AIP also improves delivered water quality, operational flexibility, and creates a net benefit to the Delta fisheries by relocating screened intakes and changing the timing of diversions. The AIP comprises three projects: the Middle River Intake project setback levee and site work, intake and pump station, and conveyance pipeline. The setback levee project included a clay core levee and 200,000 cubic yards of earthwork. The conveyance pipeline project included a three-mile, 72-inch pipeline and a 90-foot-deep tunnel crossing under the Old River

→ Project engineer for the City of Oxnard, California, 5th Street Utility Improvements and Resurfacing Project. The fast-track project included the installation of approximately 8,600 feet of new 12- to 16-inch recycled water mains, 750 feet of new 8-inch potable water pipe, and 150 feet of 12-inch sanitary sewer pipe replacement. The project was located in the middle of a major city road. Responsibilities included utility investigation, pipeline design, plans and specifications development, cost estimates, and lead project meetings.



Mike E. Dadik, P.E., S.E.

Mike Dadik, an associate vice president with Carollo, has 27 years of experience in structural design of water, wastewater, transportation, and civil engineering projects. Since joining Carollo, he has overseen the structural design of numerous projects ranging from water and wastewater treatment plant construction and expansion to pump station seismic retrofits. Mike has extensive experience supporting pipelines across waterways either through design of standalone pipe bridges or affixing pipelines to existing bridge structures.

Education

BS Civil Engineering,
Arizona State University,
1996

Licenses

Civil Engineer, California
Structural Engineer,
California, Nevada
Civil/Structural Engineer,
Washington, Oregon

Professional Affiliations

American Society of Civil
Engineers
Chi Epsilon (National Civil
Engineering Honor
Society)
Engineers Without
Borders, Technical
Advisory Committee
Structural Engineers
Association of Northern
California
Tau Beta Pi (National
Engineering Honor
Society)
NACE International
Society for Protective
Coatings, Northern
California Chapter
Steering Committee
Governor's Office of
Emergency Services,
ATC-20 Trained
Responder

Relevant Experience

→ Structural engineer for the Town of Hillsborough, California, El Cerrito Crystal Springs Phase 2 Sewer Improvements, which included final design for replacement of 11,000 feet of 8- to 18-inch gravity sewer with 26- to 28-inch HDPE using open cut through a culturally and environmentally sensitive area. The pipeline is located along a narrow, winding road within an affluent community and fronts an elementary school in one location.

→ Structural engineer for the Rodeo Sanitary District's sewage force main pipe bridge crossing Rodeo Creek.

→ Structural engineer for Santa Cruz County Sanitation District, California, 07-08 and 08-09 Sewer Improvements – Noble Gulch Area. Responsible for predesign and final design of 6,600 feet of 15-inch gravity sewer trunk line. Construction methods include open-cut, sliplining, horizontal directional drilling, and micro-tunneling.

→ Structural engineer for pipeline design for the City of Modesto, California, River Trunk Realignment, Beard Brook Siphon and Cannery Segregation Line (CSL) Improvements. The main objectives of the project is to address capacity and structural deficiencies in the Sutter and River Trunk systems, as well as capacity and operations and maintenance (O&M) issues associated with the Beard Brook Siphon. Eight pipeline reaches were evaluated and designed to address the main objectives of project. New 54- to 84-inch-diameter sewers in excess of 30 feet deep were evaluated to relocate the River Trunk sewer out of the Tuolumne River floodplain. In addition to the gravity sewer relocation, a new 54.5-mgd pump station approximately 80 feet deep was designed.

→ Structural engineer for design and construction of the Fairfield-Suisun Sewer District, California, LedgeWood Creek Outfall. Design included a new outfall from the Fairfield-Suisun Wastewater Treatment Plant to LedgeWood Creek. The project included approximately 8,000 feet of 42-inch pipe.

→ Structural engineer for the California Department of Corrections and Rehabilitation California Men's Colony Water Distribution System Replacement. This project included design for replacement of more than 112,000 feet of distribution piping, eight pipe bridges ranging from 65 feet to 214 feet long, two booster pump stations, and reservoir modifications. Responsible for development of structural plans, specifications, and cost estimating.

→ Structural engineer for the North Valley Regional Recycled Water Program for the City of Modesto, California. Highlights of the \$80 million project include design of a retrofitted 30-mgd recycled water pump station with three - 1,000 horsepower pumps, 12 miles of 42-inch-diameter pipeline that includes more than 2,800 feet of horizontal directionally drilled construction beneath the San Joaquin River, micro-tunneling beneath a Caltrans highway and a discharge structure to the Delta-Mendota Canal. The project serves two primary purposes: eliminates discharges to the San Joaquin River and is a regional solution to address water supply shortages by using recycled water for agricultural irrigation.

→ Structural engineer for Phase 2A of the A-Line Relief Interceptor for the Central Contra Costa Sanitary District, California. The project involved design and construction of 96-inch or 102-inch concrete pipe to extend the interceptor from the Buchanan Fields Golf Course approximately 3,100 feet, a significant portion of which was tunneled.

Mike E. Dadik, P.E., S.E.

It also incorporated design and construction of approximately 1,550 feet of 42-inch and 72-inch interceptor to connect influent sewers to the A-Line. The project included a new two-story below-grade metering structure and four significant pipeline junction structures. Shoring requirements including tunnel boring machine jacking forces.

→ Project manager/structural engineer for the Delta Diablo Sanitation District, California, Primary Influent Pipeline and Grit Chambers Repairs Project. This project included rehabilitation of 140 feet of 42-inch diameter primary influent piping using the CIPP method, repair of existing damaged concrete at the aerated grit chambers, and application of protective coatings over damaged concrete surfaces. Unique aspects of this fast-track project included detailed construction sequencing and bypass pumping plan to enable rehabilitation of the pipeline and channels while maintaining reliable operation of the treatment plant.

→ Structural engineer for emergency pump station modifications for the City of Palo Alto, California. Work included immediate response to a situation that arose during regular maintenance that threatened the City's water distribution system. Emergency repairs were made allowing time to design and install a permanent repair.

→ Structural engineer for design of a seismic retrofit of the Mallard Reservoir inlet/outlet tower as part of the Raw Water Seismic Improvements for the Contra Costa Water District, Concord, California. This project involved substantial modifications to the 75-year-old inlet/outlet tower located in the reservoir.

→ Structural engineer for the Harding Drain Bypass Pump Station and Pipeline Project for the City of Turlock, California. The Project includes a new pump station with 22 mgd of final effluent pumping capacity, 6 miles of 36-inch welded steel piping, a 48-inch diameter microtunnel, a junction structure for connection to the existing discharge facilities, installation of piping through the San Joaquin River levee, and an outfall structure for discharge to the San Joaquin River.

→ Lead structural engineer for the City of Lebanon, Oregon, Water Supply Treatment Improvements. This project will replace an aged and failing water treatment plant. Carollo was selected by the City to review prior planning work to validate project elements and estimated costs and to provide permitting, design, construction management, startup, and commissioning services for the water supply project. The project scope includes an intake on the South Santiam River, raw water pump station, raw water pipeline, water treatment plant, and potable water transmission main.

→ Project manager for Alameda County Water District, California, Appian Tank Upgrade Project. Project elements include replacement of the steel 0.75-MG steel tank and 3500 feet of transmission pipeline, and access road upgrades traversing upland grass habitat. The tank is the only water storage in the pressure zone requiring temporary backup power and pumping to maintain reliable service.

→ Structural engineer for design of the expansion and seismic retrofit of the Irvington Pump Station for the Union Sanitary District, Fremont, California. The 32-foot-deep pump station is reinforced concrete below grade and masonry construction above grade. Work included pump station expansion and seismic retrofit, surge tower modifications, and force main evaluation. The pump station retrofit design replaced the existing concrete roof with a steel roof capable of supporting the masonry walls in a seismic event. The below grade expansion encountered unusual shoring considerations, with the existing structure supporting one side of the excavation. The surge tower work added 5 feet to the existing 75-foot-tall concrete surge tower. The additional height required retrofitting the tower foundation to provide global seismic stability. The force main work included evaluation and analysis of five miles of twin 33-inch force main.

Structural engineer for the Headworks Rehabilitation and Bypass Pumping Project for the City of Hayward, California. The project evaluated concrete deterioration caused by hydrogen sulfide induced corrosion.



Education

BS Agricultural
Engineering, California
Polytechnic State
University, San Luis
Obispo, 1990

Graduate Studies, Civil
Engineering, University of
California, Berkeley

Licenses

Civil Engineer, California

Professional Affiliations

American Concrete
Institute

SAVE International

American Society of Civil
Engineers

American Water Works
Association

Construction
Management Association
of America

Michael R. Warriner, P.E.

Michael Warriner is a vice president and chief construction manager with Carollo Engineers. His duties include supervision of field staff and administration and coordination of construction management services with clients, their attorneys, and design engineers. Specific responsibilities include arranging and conducting pre-bid conferences, attending bid openings, and making recommendations concerning responsiveness of the bids and bidders. Mike secures permits for construction, reviews and analyzes construction schedules and monthly updates, evaluates and negotiates costs of change orders, assists clients in claims resolution, monitors contractor-certified payrolls and safety programs, provides monthly construction progress reports to clients, and makes recommendations on final project acceptance once work is complete. He also monitors all construction activities, which are recorded and documented with document-tracking software that facilitates timely response to submittals, clarifications, and correspondence.

Prior to joining Carollo, Mike served as senior project manager and practice area leader for water and wastewater construction management projects for Swinerton Management and Consulting, Inc. He also served as senior engineer and operations superintendent for the Contra Costa Water District (CCWD) in Concord, California. His duties included field inspection and supervision of resident engineers and field inspectors, as well as consulting on design alternatives, construction scenarios, and project delivery methods. Mike provided constructability reviews to CCWD and other agencies as a third-party review. He served as resident engineer for a number of CCWD projects. Duties included coordinating activities between CCWD, design engineer, and contractor; reviewing construction schedules and monthly updates; processing submittals and O&M manuals; responding to public comments and questions; documenting construction; evaluating and negotiating change orders; assisting in claims resolution; reviewing and processing contractors' monthly and final progress payment requests; monitoring certified payrolls; coordinating design clarifications between contractor and design engineer; maintaining as-built record drawings; providing punch lists and final inspection; and coordinating startup, testing, and training. Mike also coordinated outside services including surveying, materials testing, pile monitoring, specialty inspection services, and soil testing.

Relevant Experience

→ Construction manager during the \$2.5 million sewer replacement for the Vallejo Sanitation and Flood Control District, California. This work included installation of 4,500 feet of 8-inch through 24-inch sanitary and storm sewer pipelines and man-hole replacements. The pipeline replacement incorporated several different methods, including pipe bursting, open-trench replacement, and in-situ lining.

→ Construction advisor for the City of San Mateo, California, Los Prados Sanitary Sewer Relief construction management services.

→ Construction manager for the City of San Bruno, California, Cedar Mills Storm Drain Repairs. The project required visual inspection of one mile of 60-inch storm

drain sewer underneath a new residential neighborhood and development of repair procedures to correct surface cracking and age-related deterioration of the storm sewer. Also provided inspection of the repairs and documentation that the corrected storm sewer was acceptable for service.

→ Construction manager for the Recycled Water Pipeline project, Napa Sanitation District/Los Carneros Water District, California. Carollo provided full construction management services on this recycled water pipeline project that features nine miles of 8- to 20-inch pipeline including both a jack and bore section and a constructed abutment bridge crossing over a sensitive waterway. The pipeline, as constructed, was a combination of PVC bell-and-spigot, fusible PVC, and welded steel sections.

Michael R. Warriner, P.E.

→ Construction manager for the Central Contra Costa Sanitary District, California, Recycled Water Distribution Extension project. Key elements of this \$4 million project included installation of more than two miles of 6- to 14-inch pipelines, including 2,000 lf of 14-inch pipeline by HDD methods. Duties included overall management for field personnel, schedule review, and change order negotiations with the contractor.

→ Resident engineer for design of pipeline replacement projects in Contra Costa and Alameda Counties. Work involved calculating economic pipe sizes, selecting materials, designing trench cross-sections, and preparing engineer's estimates.

→ Construction manager for closeout of CCWD's \$115 million Multi-Purpose Pipeline. The project included a 22-mile-long pipeline and associated pump stations to transfer up to 20 mgd of treated water between two treatment plants. Responsible for resolving claims, warranty issues, and incomplete work and negotiating settlements between vendors and contractors.

→ Construction manager of CCWD \$15 million Pipelines Replacement and Renewal Program. Work involved replacement of treated water distribution and transmission mains up to 30 inches in diameter. Pipe materials included PVC, HDPE, ductile iron, and welded steel. Work involved permitting with local cities, developing traffic plans, developing and managing outage plans for consumer areas, and responding to public concerns about work on streets.

Site planning and constructability review for the \$6 million connection between the Mokelumne and Los Vaqueros pipelines, located in northern California. Also served as interagency liaison between the East Bay Municipal Utility District and Contra Costa Water District

→ Resident engineer responsible for closeout of CCWD's \$450 million Los Vaqueros Project. The project included construction of a 192-foot dam, pump stations, river intake, and associated pipelines. Duties included reviewing the construction schedule and monthly updates; processing submittals and O&M manuals; documenting construction

utilizing reports, diaries, photos, and correspondence; evaluating and negotiating change orders; assisting in claims resolution; reviewing and processing contractor's monthly and final progress payment requests; monitoring certified payrolls; maintaining as-built record drawings; providing punch lists and final inspection; and coordinating startup, testing, and training. Successfully negotiated and settled claims totaling \$6 million between the general contractor and subcontractors over the duration of the project.

→ Construction manager responsible for the Delta Water Supply Project Intake and Pump Station Facility for the City of Stockton, California. This \$17 million project includes a backup levee, crackstopper sheet piling, cofferdam sheet piling, CISS pile supported foundation and roadway, river intake wetwell, pump station building, and 54-inch welded steel pipeline. Duties included monitoring permit compliance, coordination of construction activities, management of inspection and material testing team, claims avoidance, dispute resolution, processing payment requests, negotiating change orders, and document management.

→ Construction manager for closeout of CCWD's \$115 million Multi-Purpose Pipeline. This project included a 22-mile-long pipeline and associated pump stations to transfer up to 20 mgd of treated water between two treatment plants. Responsible for resolving claims, warranty issues, and incomplete work and negotiating settlements between vendors and contractors.

→ Construction manager for construction of the Coastside County Water District, California, \$4.5 million Phase 3 El Granada Transmission Pipeline Replacement. Work consisted of installing 14,000 feet of 16-inch ductile iron pipe, including four creek undercrossings and seven roadway undercrossings, by jack and bore. Responsible for close coordination with the environmental permitting process, implementing environmental and cultural monitoring, and public awareness and outreach.

Christine M. Leptien-Parks, P.E., P.L.S.

LCC Engineering & Surveying, Inc.



EDUCATION – REGISTRATION

SAN JOSE STATE UNIVERSITY - SAN JOSE, CA
Bachelor of Science in Civil Engineering (May 1996)

REGISTERED PROFESSIONAL ENGINEER IN CALIFORNIA
CE 59061

LICENSED PROFESSIONAL LAND SURVEYOR IN CALIFORNIA
LS 7893



EXPERIENCE

Christine began working part-time for LCC in 1992, and joined the firm full-time in May of 1996 upon completion of her undergraduate education. She obtained her license to practice civil engineering in February 1999. Since then, she has been directly responsible for the preparation of plans, specifications and estimates for streets, parking lots, parks, utilities, storm drains, and wastewater facilities. Christine has also had extensive field experience as both a Chainman and a Party Chief on our survey crews over the years, leading her to obtain a license to practice land surveying in August 2003. Christine became a Principal in the firm in February 2008. Christine has been involved in most of LCC's major projects over the last eighteen years, and in recent years has led design teams and survey teams as Project Manager on numerous projects including the following:

REPRESENTATIVE PROJECTS

Mt. View Sanitary District – LCC has been the On-Call District Engineer and Surveyor for the District (located in Martinez, CA) for over 30 years (1985 - Present) with various plant and pipeline related projects including the 2012 Sewer Rehabilitation Project, and most recently, surveying, mapping, and construction staking for a new Ferrous Chloride Container Project.

City of Martinez – Projects include: Water Treatment Plant Seismic Retrofit Project and Chemical Container Construction Project. Both projects involved Topographic Surveys and Construction Staking.

Contra Costa Water District – Projects include: On-Call Surveying Services; Victoria Island Alternative Intake Project Surveys; Rock Slough Surveys; Martinez Canal Topographic Surveys; and Oakley and Antioch Canal Boundary Surveys.

Dublin San Ramon Services District (DSRSD) – Projects include: DERWA Recycled Water Plant Expansion Project, Topographic Survey; and Dublin Trunk Sewer Rehabilitation Project, Topographic Surveys and Mapping.

Sewerage Agency of Southern Marin (SASM) – Projects include: SASM Treatment Plant Five Year CIP Upgrades Project, Topographic and Utility Surveys of entire Treatment Plant.

City of Pittsburg – Projects include: Water Treatment Plant Mapping Project, Topographic and Boundary Surveys; and Surveying & Mapping for 2010 Sewer Project.

Martinez Unified School District (MUSD) – Vicente Briones Classroom and Parking Lot Project (Spring 2014) AND Las Juntas Elementary School (Summer 2013) AND Martinez Junior High School Bldg D Settlement Monitoring (2012) AND Alhambra High School Track and Field Improvements (2012) AND District Office Parking Lot (2008) AND Alhambra High School All Weather Football and Baseball Field (2007)

City of Concord – Projects include: On-Call Surveying Services; Survey for Citywide Sanitary Assessment; Galindo / Clayton ALTA/ACSM Mapping Project; and Market / Willow Pass Boundary and Utility Surveys (Redevelopment Agency).

Delta Diablo Sanitation District – Projects include: Surveying & Mapping for Raw Water Pipeline Rehabilitation Project.

TECHNICAL SKILLS

Christine has over twenty (20) years experience working with AutoCAD (a computer aided drafting program) and Civil 3D programs. She is experienced in using a TDS Survey Data Collection and Topcon Data Collection programs along with Topcon Total Stations. Christine also has extensively used Topcon RTK GPS equipment for various survey and mapping applications.

AFFILIATIONS

California Land Surveyors Association (CLSA)
East Bay Municipal Engineers (EBME)

American Society of Civil Engineers (ASCE)
American Council of Engineering Companies (ACEC)

Kevin J. Krajewski, P.E.

Flow Monitoring Practice Leader

Education

B.S., Mechanical Engineering,
University of California – Davis,
1995

Registration

Mechanical Engineer, CA (M31744)

Joined V&A

1996

Total Years of Experience

17 years

Training and Certifications

- ◆ National Association of Sewer Service Companies (NASSCO) Pipe and Manhole Assessment Certification, 2007
- ◆ Asbestos Awareness
- ◆ Confined Space Entry-Certified
- ◆ Basic CPR/First Aid

Publications

- ◆ "Collection System Flow Monitoring Technology at EBMUD," WEFTEC Annual Conference, 2009
- ◆ "Sacramento Regional County Sanitation District Interceptor Sulfide Generation Model," WEFTEC Annual Conference, 2007
- ◆ "Sacramento Regional County Sanitation District Interceptor Sulfide Generation Model," WEFTEC Annual Conference, 2007
- ◆ "Ahead of The Flow," Public Works Magazine, 2006
- ◆ "Oro Loma Sanitary District Bockman Lift Station: Flow Monitoring and I/I Analysis – A Case Study," CWEA Conference, 2004
- ◆ "Cost-Effective Collection System Assessment," HWEA Collection Systems Conference, 2003

Experience Summary

Kevin Krajewski's experience includes flow monitoring, condition assessment, design, and cost analysis of sanitary and storm sewer facilities and collection systems. He has developed inventory and condition assessment databases for collection systems. Kevin has served as the QA/QC advisor and data manager on dozens of projects for V&A. In addition, he has managed multiple flow monitoring projects and provided field support throughout California.

Relevant Project Experience

- **City of Modesto Flow Monitoring project, CA** - Completed sanitary sewer flow monitoring and inflow and infiltration (I/I) analysis. The project was conducted over a 3-month period at 35 flow monitoring sites, chosen to be the best model 10 basins and multiple sub-basins within the City collection system.
- **City of San Jose North San Jose Storm water Flow Monitoring Services, CA** - Installed flow meters in various locations in the storm water system to monitor storm sewer flow and rainfall within the area. Downloaded rainfall data from monitoring sites and performed a cursory quality control check for accurate and valid information. Produced final reports for use by the City.
- **East Bay Municipal Utility District Flow Monitoring Technologies Study that included 31 flow monitoring sites for 40 months and rainfall monitoring at 7 locations, CA** - Compared and evaluated 10 different flow monitors to evaluate the efficacy of various flow metering types and technologies. The results, conclusions and recommendations of the study solely took into account the needs of EBMUD with the goal of establishing several permanent flow monitoring sites utilizing the equipment best suited for the site conditions.
- **City of San Jose, CA –Sanitary Sewer System Manhole Condition Assessment and Flow Monitoring. Project** -- Conducted an initial condition assessment of 51 manholes along an inactive sanitary sewer alignment located within the Canoas Creek easement. Reviewed 3,380 linear feet of CCTV video and completed 21 flow monitoring projects totaling 211 flow monitoring sites over 52 weeks.
- **El Dorado Irrigation District Sewer, CA – Flow Monitoring and Condition Assessment** -- Completed corrosion condition assessment and report for 6 lift stations. Provided installation, maintenance, calibration and download services for 14 open channel flow meters, 16 pump station loggers and 7 rain gauges during a 3-month period for an I/I study. Prepared I/I analysis, report and remediation recommendations.
- **Sewerage Agency of Southern Marin, CA, Sanitary Sewer Flow Monitoring and Inflow/Infiltration Study** -- Flow monitoring and inflow and infiltration (I/I) analysis at 34 locations within the collection system. The majority of the flow monitoring was conducted over a three-month period.

DAN JONES

Potholing



Dan Jones, Project Manager/Estimator, manages all types of underground utilities and general engineering projects from \$1,000 to \$5,000,000. Dan has over 23 years of experience in the construction industry. He has performed most aspects of utility construction himself, providing a practical insight into project management. During his tenure, Dan has experienced all aspects of Arrow Construction, ranging from a Laborer, Operator, Foreman, Purchasing Manager, and Estimator/Project Manager. Dan joined the team in 2000. During this time, Dan attended Sac State and has successfully completed several courses in Project Management, and Construction Financial Management. He currently operates out of our Sacramento office.

Education

Studies in Project Management and Construction Financial Management, Sacramento State University

Recent Potholing Experience:

- Sacramento Regional County Sanitation District – EchoWater Project Flow Equalization Project
- Sacramento Regional County Sanitation District – EchoWater Project Return Activated Sludge Pumping Project
- Sacramento Regional County Sanitation District – EchoWater Project Nitrifying Sidestream Treatment Project
- Caltrans – Positive Location of Underground Utilities Area 3
- City of Sacramento – Potholing Various Locations
- Brown Construction – Tercero Student Housing
- Caltrans – Area 6 Potholing
- University of California, Davis – Ongoing Services

Title
Principal

Education
B.S. in Business Administration-
Marketing, California State
University, Chico

B.A. in Geography, California State
University, Chico

Experience
25 years

Affiliations
Association of California Water
Agencies
California WaterReuse Association

Summary

Steve Brown has over 25 years of experience specializing in providing environmental, regulatory, and public relations support for a variety of water resources, engineering, solid waste, and energy projects. He has direct experience in preparing environmental compliance documents to meet the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, conducting management audits, following legislative and regulatory changes for clients, and coordinating public involvement programs for a wide variety of public and private projects.

Steve's broad background includes a strong understanding and knowledge of the institutional framework for allocating and managing water resources in California and the western United States. He has significant experience and expertise in successfully completing environmental compliance documentation and obtaining all of the necessary federal, state, and local regulatory approvals for linear projects including pipelines and canals.

Relevant Experience

Integrated Water Resources Folsom Water Supply and Conveyance Project, City of Folsom

Project Manager. Steve managed the preparation of the environmental impact report/environmental impact statement (EIR/EIS) for the City of Folsom's proposed Water Supply and Conveyance Project to serve the planned Folsom Specific Plan Area. The proposed development consists of 10,093 dwelling units on approximately 3,600 acres of land located south of Highway 50 and currently lacks a sufficient water supply. The City is proposing to acquire the water rights totaling 8,000 acre-feet of water per year (AFY) from the Natomas Central Mutual Water Company (NCMWC) and conveying it to the Folsom Specific Plan Area. Steve identified and evaluated the environmental impacts of the various alternatives to get the water to the Folsom Specific Plan Area. This analysis was incorporated into the overall EIR/EIS to meet both CEQA and NEPA requirements. The City certified the document on June 14, 2011.

San Francisco Bay Division Pipeline 3 and 4 Crossover Facilities, San Francisco Public Utilities Commission

Environmental Project Manager. Steve managed the preparation of the Initial Study/Mitigated Negative Declaration for the San Francisco Bay Division Pipelines 3 and 4 Crossover Facilities Project. The project involves the construction of three crossover facilities to interconnect the San Francisco Public Utilities Commission's (SFPUC's) Bay Division Pipelines Number (No.) 3 and No. 4 to improve system reliability in the event of an earthquake. Crossover valves and connections would be constructed within subsurface, concrete - lined vaults, which would be approximately 61 by 35 feet in area and 20 feet deep. An emergency generator, propane tank, and communication equipment would be installed on two concrete pads adjacent to each vault, and at one location (Guadalupe River site), a third pad would support a transformer.

Los Carneros - Recycled Water Pipeline Project, Los Carneros Water District

Project Manager. Steve is preparing an Initial Study/Mitigated Negative Declaration and an Environmental Assessment/Finding of No Significant Impact on the Los Carneros Recycled Water Pipeline Project that proposes to construct an approximately 12-mile recycled water pipeline to serve the 5,700 acres of agricultural land within the District. The Proposed Project would consist of a 6 to 24-inch pipeline system that would connect to the planned 24-inch recycled water pipeline to serve the Stanly Ranch/St. Regis area from the Napa Sanitation District's Imola Wastewater Treatment Plant. The Los Carneros Project would connect to the end of the Stanly Ranch/St. Regis pipeline and construct a new pipeline system from that point on for approximately 12 miles up and through the District. The proposed pipeline system would be located within existing roadway and would not require any pump stations or storage facilities. The Proposed Project would serve approximately 140 parcel or 3,400 acres of irrigable land within the District with a recycled water supply that meets Title 22 requirements of approximately 1,650 acre-feet per year.

San Francisco Bay Division Pipeline 3 and 4 Crossover Facilities, San Francisco Public Utilities Commission

Environmental Project Manager. Steve managed the preparation of the Initial Study/Mitigated Negative Declaration for the San Francisco Bay Division Pipelines 3 and 4 Crossover Facilities Project. The project involves the construction of three crossover facilities to interconnect the San Francisco Public Utilities Commission's (SFPUC's) Bay Division Pipelines Number (No.) 3 and No. 4 to improve system reliability in the event of an earthquake. Crossover valves and connections would be constructed within subsurface, concrete - lined vaults, which would be approximately 61 by 35 feet in area and 20 feet deep. An emergency generator, propane tank, and communication equipment would be installed on two concrete pads adjacent to each vault, and at one location (Guadalupe River site), a third pad would support a transformer.

Sanitary Sewer Rehabilitation and Replacement Project, Napa Sanitation District

Project Manager. Steve managed the environmental documentation that analyzed the potential effects of the District's proposed sanitary sewer rehabilitation and replacement project on East Spring Street and Montecito Boulevards in the City of Napa, California. The purpose of the project is to correct infiltration and inflow (I/I) problems and bring the existing system up to current District standards. Phase I of the project consisted of slip-lining approximately 11,500 linear feet of pipeline. Phase II included replacing approximately 5,000 linear feet of pipeline with new polyvinyl chloride (PVC) pipe. Steve managed the preparation of all of the CEQA documentation as well as CEQA-Plus documents including a separate Cultural Resources Investigation Report and a Biological Resources Effects report to support obtaining State Revolving Funds from the State Board through the U.S. Environmental Protection Agency.

Harding Drain Bypass Project EIR, City of Turlock

Project Manager. Managed the EIR for this six-mile, 60-inch pipeline that would convey the City's tertiary treated water directly to the San Joaquin River for discharge and disposal, bypassing the Harding Drain. Steve assisted the City in developing the Petition for Change in Discharge for the State Water Resources Control Board, and permitting strategies for the necessary federal, state, and local permits and regulatory approvals, including a Section 404 Permit, 401 Water Quality Certification, NPDES Discharge Permit, 1601 Streambed Alteration Agreement, and encroachment permits.

Wastewater Pipeline/Outfall Project EIR, City of Ceres

Project Manager. Managed the environmental documentation and permitting for this 18-inch, 13-mile pipeline and pump station, planned to convey up to two million gallons per day (mgd) of primarily treated wastewater from the city's wastewater treatment plant to the city of Turlock's wastewater treatment plant. The project team developed a developed a mitigation monitoring and reporting plan strategy to reduce the environmental impact to less-than-significant levels as well as a permitting strategy to obtain the necessary permits for construction.

Kramer Junction Pipeline, City of Adelanto

Project Manager. Managed the preparation of environmental compliance documents and permits for the construction of a 32-mile natural gas pipeline from Kramer Junction to the City of Adelanto, California. He successfully applied for and obtained a 401 Water Quality Certification for the 40 dry wash crossings from the Regional Water Quality Control Board, and assisted in obtaining the right-of-way grants and the development of the compensation agreements for the mitigation measures including the purchase of habitat for the desert tortoise.

South Trunk Sanitary Sewer Relief Project, City of San Mateo

Project Manager. Steve managed the preparation of an Initial Study/Mitigated Negative Declaration for the City of San Mateo's proposed capacity improvements to the South Trunk Sanitary Sewer System to allow the City to move forward with its planned new development and redevelopment in the South Trunk area. The proposed project included the construction of approximately 8,500 linear feet of new sanitary sewer pipelines ranging in size from 15 inches to 24 inches in diameter to serve the planned new development and the redevelopment areas. This project was one of the mitigation measures identified in the City's General Plan Update EIR and agreed to as part of the approvals for the new development and redevelopment in the area. This project was successfully completed on a fast track basis and was on time and with budget.

EDUCATION

M.S., Civil Engineering (Geotechnical), University of California at Berkeley, 1984
B.S., Civil Engineering, University of California at Berkeley, 1983

ACCOMPLISHMENTS

Managed more than 120 public works geotechnical investigation and geo-design projects
Invited lecturer on geosynthetics, slope stability, and erosion control
Former co-Chairman of the Slope Technology Committee of IECA
Designer of over 150 geogrid reinforced slopes and retaining walls

PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers
International Erosion Control Association
American Public Works Association
Post Tensioning Institute

International Geotextile Society
California Geotechnical Engineers Association
Floodplain Management Association
East Bay Municipal Engineers

REPRESENTATIVE EXPERIENCE

Zone 13 Line B Pump Station San Leandro, CA
Principal in Charge and technical reviewer for a geotechnical investigation and report for a new below grade storm water pump station at the west end of Davis Street in an area historically prone to flooding during 3 to 5 year events. The 25 foot deep pump station includes a sump structure, pump house, and discharge flume into SF Bay. The geotechnical investigation addressed foundation and both temporary and permanent excavation design issues.

Hilltop Green Lift Station New Wet Well Richmond, CA
Principal in Charge and technical reviewer for geotechnical services to support design of the West County Wastewater District's Hilltop Green Lift Station. The sewer system lift station improvements include construction of a larger wet well to improve operational efficiency of the lift station. Specifically, the larger wet well will allow enough well volume to be stored so that the force main will be completely flushed thereby reducing the solids accumulation within the force main. Scope included completion of a geotechnical subsurface exploration, an evaluation of surface and subsurface site conditions, and development of geotechnical recommendations pertaining to the design and construction of the new wet well.

Culverts Below I-880 Fremont, CA
Principal in Charge and technical reviewer for twin culverts below I-880 to increase the storm water conveyance capacity of Laguna Creek (Zone 6, Line E) for the Alameda County Flood Control and Water Conservation District. Completed geotechnical data and design reports for the trenchless portions of the project and provided civil and structural design services for the upstream and downstream concrete transition structures. The project design includes advancing two 110 inch steel casings below the freeway using pilot tube-guided auger bores with less than 4 feet of cover. The project was designed jointly by District staff and CE&G staff and was reviewed and approved by Caltrans.

Wet Weather Equalization and Upland Ecotone Restoration San Lorenzo, CA
Principal in Charge and Quality control manager for a geotechnical investigation, design recommendations report, and construction support services for Ecotone/Wet Weather Equalization and restoration at the Oro Loma Sanitary District Water Treatment Plant in San Lorenzo. Work included preliminary geotechnical studies, subsurface investigation, and geotechnical design recommendations. The project consists of the construction of an equalization facility for treated wastewater, including construction of a perimeter earth dike, pipelines, manhole structures, and inlet and outlet structures over a variable thickness of undocumented fill and Young Bay Mud.

Bair Island Force Main Redwood City, CA
Managed the geotechnical exploration for a new 48-inch forced sewer main near Bair Island Slough. Duties for the project included historical research of the project area, collection of previous exploration data, coordination with local and state permitting agencies, coordination with multiple consulting and development agencies, coordination with the drilling subcontractors, field investigation, laboratory testing selection, and report development. The field investigation included five over-land exploratory borings utilizing a track mounted all-terrain drilling rig and four over-water exploratory borings utilizing a barge mounted drilling rig.

Glorietta Boulevard Culvert Orinda, CA
Principal engineer for a geotechnical study and design of trenchless replacement of 290 feet of collapsing 60 inch corrugated metal pipe culvert beneath developed residential properties. The geotechnical work included drilling and sampling of three borings using limited access equipment. Design included development of plans and specifications for the trenchless replacement of the existing pipe, including preliminary design and layout of launching and receiving shafts in residential yards.

Penitencia WTP Landslide

San Jose, CA

Principal geotechnical engineer and technical reviewer for a landslide study and Landslide Displacement Hazard Analysis (LDHA), and the development of geotechnical design recommendations for seismic retrofit of three large diameter water pipelines. The project includes three adjacent pipelines that service the Penitencia Water Treatment Plant (PWTP) which is located over the slow-moving Penitencia Creek Landslide. All three pipelines cross the stable Santa Clara Valley floor onto the landslide mass. CE&G's scope included meetings and consultations with the project team, completion of finite element seismic displacement analyses of landslide, management of the geotechnical investigation, geotechnical review of design documents, evaluation of existing data, development and implementation of a subsurface exploration and laboratory testing program, engineering analyses, evaluation of existing implementation and development of a long-term geotechnical monitoring plan, preparation of a technical memorandum regarding Landslide and Seismic Hazards Evaluation, and development of geotechnical analyses models for alternatives feasibility. CE&G also coordinated with DWR, SCVWD, and the PWTP, during the project.

Lakeshore Storm Drain Improvements

Oakland, CA

Managed the geotechnical investigation for a new pre-cast box culvert at Lake Shore Avenue. Work was completed as part of an award-winning project undertaken by the Alameda County Flood Control District. The project included construction of a 3,000 foot long 6x8 foot pre-cast concrete box culvert adjacent to an existing cast-in-place box constructed in the early 1960s. The outfall of the line discharges into Lake Merritt. Variable soil conditions along the alignment required that the downstream 1,200 feet of the line be supported on driven piles while the remainder of the project could be constructed using conventional methods.

Sewer Relief Pipeline

Oakland, CA

Managed the geotechnical study for the design and construction of a new 5,500 linear foot, 66 inch diameter reinforced concrete sanitary sewer relief system in west Oakland. Project crossed from alluvial soil through Bay Mud and required special shoring and foundation treatment.

North Lane Storm Water Mitigation

Orinda, CA

Quality control manager and technical reviewer for an ongoing geotechnical report and PS&E for an approximately 1,200 foot long, 60 inch diameter reinforced concrete pipe storm drain to convey storm water runoff from the west end of North Lane to San Pablo Creek in Orinda. The downstream 400 foot portion of the storm drain will be constructed below Camino Pablo and an East Bay MUD water treatment facility using trenchless installation techniques. The scope of work also included preparation of full PS&E for the trenchless portions of the project.

Zone 5 Line M Channel Improvements

Union City, CA

Project manager for a geotechnical investigation, geotechnical report, floodwall and outfall structure design on behalf of the Alameda County Flood Control District for improvements of a flood control channel and outfall structure. The project included preparation of structural calculations, plans, specifications, and engineer's estimate for a new outfall structure headwall, end wall, wing walls, sluice gate well, and for 1,250 linear feet of pile-supported floodwalls on an existing earth lined flood control channel and levee.

Peralta Creek Improvements

Oakland, CA

Quality control manager and technical reviewer for geotechnical investigation and design of creekbank stabilization systems as part of an Alameda County Flood Control District-led project to improve the capacity and habitat of a section of open flood control channel and creek in the Oakland flatlands. Work included subsurface borings and laboratory testing; preparation of a geotechnical design memorandum; design of new variable batter soil nail retaining walls and cantilever reinforced masonry retaining walls; stabilization of existing unengineered retaining walls; and engineering services during construction.

Zone 4 Line A Channel Improvements

Hayward, CA

Geotechnical manager for investigations and design assistance for widening and stabilization of 2,500 linear feet of an existing earth lined flood control channel and levee. Project included analysis and design of 2 to 3 foot high retaining/flood walls and stability assessment of proposed channel and levee modifications.

Hennessey Creek Improvements

Fairfield, CA

Managed geotechnical investigation to develop design parameters and construction recommendations for the concrete lined channel and reinforced concrete box culvert which included geologic research, exploratory drilling, and laboratory testing. Oversaw design of portions of the reinforced concrete channel walls, a concrete drainage inlet for normal flow conditions, and a 40 foot long reinforced concrete box culvert for flood conditions.

Galindo Creek Channel Repairs

Concord, CA

Managed preparation of PS&E and provided permitting assistance and construction observation services for restoration of 1,200 feet of concrete lined channelized creek through a residential neighborhood. Work included investigations, design, construction observations and testing, and permitting assistance through coordination with Cal DFG, USACE, and SFBWR/QCB.

San Leandro Creek Restoration

San Leandro, CA

Investigation, design, and preparation of PS&E for federally funded repairs of three properties located along San Leandro Creek following flood damages. Project included sheetpiles, rock slope protection, shoring, and a planted geocell faced, geogrid reinforced slope.

DAVID C. MATHY, PRINCIPAL

Education

B.S. Civil Engineering, California State Polytechnic University, Pomona, 1976

M.S. Geotechnical Engineering, University of California Berkeley, 1979

Professional Registrations

Civil Engineer, California, 1977

Geotechnical Engineer, California, 1987

Professional Affiliations

American Society of Civil Engineers

North American Society for Trenchless Technology

Northern California Pipe Users Group

Experience

Dave Mathy founded DCM Engineering in 1984 and served as President and Principal Engineer from 1984 through 2008. For 25 years at DCM Engineering, Dave supervised and directed the engineering staff in geotechnical engineering investigations evaluating soil, bedrock and groundwater conditions for the construction of new commercial and industrial developments, and the rehabilitation and construction of new infrastructure with emphasis on pipelines, pump stations, water tanks and reservoirs and water and wastewater treatment plant works. Experience in foundation engineering includes conventional footings, mats, post-tensioned slabs, drilled piers and driven piles with site conditions varying from bedrock to Bay Mud. Site stability evaluations have included expansive soils, hillside soil creep, landsliding, Bay Mud consolidation, seismic shaking and liquefaction. In 2008, Dave sold DCM Engineering to GeoEngineers of Seattle, Washington and served as Managing Principal of the Walnut Creek office through 2011. In 2011, Dave retired from GeoEngineers to found DCM Consulting, Inc. Through DCM Consulting, Inc., Dave will continue to provide geotechnical and trenchless engineering services to owners, designers and contractors throughout California as an independent consultant.

For the past 20 years, Dave's technical focus has been on pipelines for water, wastewater, and recycled water systems. Experience in pipeline projects includes conventional open-cut construction with shoring and dewatering evaluations, and trenchless technologies including slip-lining, cured-in-place pipe, pipe bursting, pipe reaming, horizontal directional drilling, pipe ramming, auger bore and jack, pilot tube guided boring and earth pressure balance and microtunnel pipe jacking. Dave has been responsible for the geotechnical engineering evaluation of over 75,000 linear feet of microtunnel pipeline installation in Northern California and has presented over twenty technical papers on microtunneling and trenchless technologies at various engineering conferences across the country. In 1998, Dave was part of the project team that received Trenchless Technology magazine's Project of the Year Award for Central Contra Costa Sanitary District's South Orinda (microtunneling) Sewer Improvements Project. In 2006, Dave received NASTT's Industry Achievement Award for 15 years of contributions to the Trenchless Industry. In 2008, Dave received NASTT's Outstanding Paper of the Year Award for "Microtunneling Beneath the Napa River," presented at the 2007 No Dig conference in San Diego, California. In 2009, Dave was the geotechnical lead for Central Contra Costa Sanitary

District's A-Line Interceptor Sewer Project which was first runner up in Trenchless Technology magazine's Project of the Year Award. The A-Line Relief Interceptor is a 96-inch RCP pipeline installed by EPBM tunneling in two pipe jack drives of 1,700 feet and 1,350 feet. These are among the longest single-pass pipe jacks completed up to 2009 in California.

Representative Project Experience

- Lower Warren Avenue Sewer Improvements, Union Sanitary District
- Upper Fremont Boulevard Microtunneling, Union Sanitary District
- Freeway 880 Microtunneling, Union Sanitary District
- Stevenson Boulevard Corridor Improvements, Union Sanitary District
- Boyce Avenue Gravity Sewer, Union Sanitary District
- Lower Hetch Hetchy Corridor Sewer, Union Sanitary District
- Alvarado Boulevard Trunk Sewer Microtunneling, Union Sanitary District
- A-Line Relief Interceptor Sewer, Central Contra Costa Sanitary District
- Martinez Wastewater Treatment Plant UV Disinfection Facility, Central Contra Costa Sanitary District
- Freeway 680 Microtunneling, Central Contra Costa Sanitary District
- South Orinda Microtunneling, Central Contra Costa Sanitary District
- Downtown Martinez Sewer Improvements and Relocations, Central Contra Costa Sanitary District
- Vessing Sewer Renovations, Central Contra Costa Sanitary District
- Los Prados Sewer Improvements, City of San Mateo
- South Trunk Sewer Improvements, City of San Mateo
- Pleasanton to San Leandro Export Facilities Pipeline, Livermore-Amador Valley Water Management Agency
- 16-Mile Water Transmission Main, Sonoma County Water Agency
- Napa River Sanitary Sewer Siphon, Napa Sanitation District
- Recycled Water Pipeline and Reservoir, City of Petaluma
- 60-inch Brick Interceptor Replacement Phase 1B, City of San Jose
- Wastewater Treatment Plant Improvements, Dublin San Ramon Services District
- Pittsburg Citywide Sewer Improvements, Delta Diablo Sanitary District
- Marsten Outfall Pipeline, City of Burlingame
- South Interceptor Conveyance, Vallejo Flood and Wastewater District
- Ryder Street Storage Basin, Vallejo Flood and Wastewater District
- Winding/Olson/Plumeria Sewer Rehabilitation, CSD-1
- Boulder Creek Sewer Improvements, City of Redding
- Recycled Water System and Reservoir, City of Healdsburg

Prior Experience

2008-2011, Managing Principal, DCM/GeoEngineers, Walnut Creek, California

1984-2008, President and Principal Engineer, DCM Engineering, Walnut Creek, California

1980-1984, Engineering Manager, J.H. Kleinfelder & Associates, Walnut Creek, California

1979-1980, Project Engineer, J.H. Kleinfelder & Associates, Walnut Creek, California

1978-1979, Staff Engineer, Diablo Soil Engineers, Lafayette, California

1977-1978, Lecturer, California State Polytechnic University, Pomona, California



CURRENT RESPONSIBILITIES

Larry Castellanos joined **Associated Right of Way Services, Inc.**, in 1997, and currently serves as **Vice President of Operations** and **Right of Way Consultant**. Mr. Castellanos is responsible for project management of multi-faceted projects involving property appraisal, acquisition, and relocation throughout the San Francisco Bay Area, Central Valley, and Sacramento region. He has negotiated full and partial acquisitions numbering in the hundreds on improved, unimproved, agricultural, commercial, industrial, residential, multi-tenant, and public agency properties in Northern California. Extremely knowledgeable in federal and state guidelines and experienced in redevelopment, transportation, flood control, and pipeline projects, Mr. Castellanos often conducts informational presentations about the right of way and acquisition

process to public agency boards, staff, and legal counsel.

Mr. Castellanos began his career at AR/WS as an Acquisition Consultant and Appraiser before being promoted to Appraisal Manager. While managing the company's appraisal division, he worked closely with public agency legal counsel on appraisal report preparation and reviewed appraisals for federally funded projects. He coordinated the hiring of specialists in hazardous waste, vineyards, wetlands, and fixtures and equipment; and prepared full and complex partial acquisition eminent domain appraisal reports for commercial, industrial, residential, and agricultural properties.

PRIOR EXPERIENCE

Prior to joining the AR/WS team, Mr. Castellanos was a Right of Way Agent for the **California Department of Transportation**, for 7 years, where he gained acquisition and appraisal experience. Responsible for preparing and presenting written offers for real property acquisitions, Mr. Castellanos negotiated full and partial acquisitions of commercial and industrial property, including contaminated parcels. He closed escrow on approximately \$30M worth of property in 2.5 years; negotiated and settled the full acquisition of a multi-tenant commercial office property in excess of \$15M; and acted as liaison between grantors and all functions within Caltrans. As an appraiser with Caltrans, Mr. Castellanos prepared eminent domain appraisal reports for valuation of fee simple, temporary, permanent, and replacement easements. His assignments included full and partial acquisitions of residential, commercial, and special purpose properties, as well as contaminated land. He worked closely with acquisition experts during negotiations, and reviewed appraisals prepared by independent and staff appraisers.

Mr. Castellanos is approved to teach *Principles of Real Estate Appraisal, Easement Valuation* and the Valuation of Partial Acquisitions for the International Right of Way Association.

EDUCATION

University of San Francisco, MBA, Finance
California State University, Sacramento, BS, Finance

LICENSES AND CERTIFICATES

State of California Certified General Real Estate Appraiser No. AG026501
State of California Real Estate Broker License No. 01223935
SR/WA, Senior Member, International Right of Way Association
R/W-AC, Appraisal Certified, International Right of Way Association

PROJECT: Sycamore Avenue Trunk Sewer Replacement Project

Risk Factors: **Likelihood of failure:** Medium-high due to potential asbestos concrete pipe (ACP) deterioration, corrosion, and under-sized capacity.

Consequence of failure: High due to large potential overflow volume, waterway and railroad crossings adjacent to Bay, and lack of trunk sewer redundancy for single sewer serving entire City.

Project Purpose: Increase capacity of trunk sewer and address structural defects.

Project Location: Easement at Duck Pond Park to WPCP at 11 Tennent Ave., Pinole, CA.

Existing Pipe Description: Approximately 5,500 LF of 20-inch and 24-inch diameter sewer.

Ultimate PWWF: 8.73 mgd (2008 Collection System Master Plan)

Recommendations: Replace existing 20" and 24" trunk sewer with 27" PVC sewer and install new manholes. Bridge crossing over Pinole Creek and bore and jack under railroad, both near the corners of Railroad and Tennent Ave., just upstream of the WPCP.

Estimated Project Cost: \$8.5 Million (see page 2 for details)

DEFECT PHOTOS

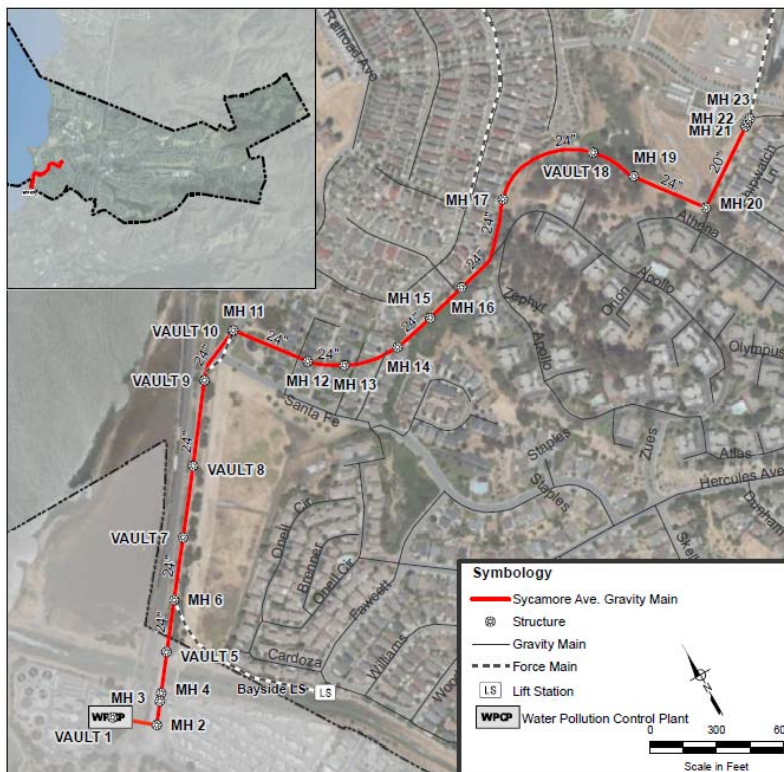


MH 2 to Vault 1 at 0 feet - Corrosion and grease, typical throughout project area.



Vault 8 to Vault 7 at 270 feet – Grease/blockage in flow and corrosion/spalling from 9 to 3 o'clock.

PROJECT LOCATION MAP



TRUNK SEWER REPAIR AND CAPACITY PLAN

SYCAMORE AVENUE TRUNK SEWER REPLACEMENT PROJECT SHEET

Page 1 of 2



SUMMARY OF PIPE DEFECTS AND RECOMMENDATIONS

PPS CCTV Inspection, 7/20/16 - 07/21/16									City of Hercules GIS			West Yost Assessment	
Upstream Manhole (MH)	Downstream Manhole (MH)	Diam.	PPS Length Inspected (LF, abandoned inspection lengths in italics)	Length between PPS Inspection Structures shown in GIS ^(a) (LF)	Material	Struct PACP	O&M PACP	Overall PACP	Herc ID From MH	Herc ID To MH	Diam.	CCTV Observations	Existing Full-Pipe Capacity ^(b) , mgd
MH 23	MH 22	24	9.2	20	RCP	5200	0	5200	2728	3634	20	Surface corrosion/scaling/build up throughout, water level 50%.	22.71
MH 22	MH 21	24	22.3	20	RCP	5400	0	5400	3634	4728	20	Surface corrosion/scaling/build up throughout, water level 40%.	-
MH 21	MH 20	24	403.7	408	RCP	5000	0	5000	4728	3598	20	Surface corrosion/scaling/build up throughout, water level 45%, "pipe wall missing" recorded in report, but not seen in CCTV.	6.44
MH 20	MH 19	-	-	356	-	-	-	-	3598	3599	24	No CCTV available	-
MH 19	VAULT 18	-	-	215	-	-	-	-	3599	-	24	No CCTV available	-
VAULT 18	MH 17	24	512.2	512	RCP	5SOO	0	5SOO	-	-	24	Surface corrosion/scaling/build up throughout, water level 55%.	7.24
MH 17	MH 16	24	455.0	458	RCP	5000	0	5000	-	4136	24	Surface corrosion/scaling/build up throughout, water level 55%.	5.75
MH 16	MH 15	24	202.1	199	RCP	5GOO	4100	5G41	4136	-	24	Surface corrosion/scaling/build up throughout, water level 50%.	6.77
MH 15	MH 14	24	196.7	197	RCP	5FOO	0	5FOO	-	-	24	Surface corrosion/scaling/build up throughout, water level 50%.	8.58
MH 14	MH 13	24	257.2	258	RCP	5100	0	5100	-	-	24	Surface corrosion/scaling/build up throughout, water level 55%.	8.58
MH 13	MH 12	24	167.7	167	RCP	5EOO	0	5EOO	-	4354	24	Surface corrosion throughout.	7.18
MH 12	MH 11	24	364.2	364	RCP	5MOO	1100	5M11	4354	4459	24	Surface corrosion throughout, water level 45%.	14.95
MH 11	VAULT 10	24	4.6	5	RCP	0	0	0	4459	-	24	Water level 40%.	6.51
VAULT 10	VAULT 9	24	260.7	261	RCP	5100	5121	5121	-	-	24	Surface corrosion throughout, water level 25% to 40%, deposits attached, rubber seal at joint hanging down halfway from cracked joint.	6.51
VAULT 9	VAULT 8	-	-	389	-	-	-	-	-	-	24	No CCTV available	6.11
VAULT 8	VAULT 7	24	272.7	328	RCP	5J3F	5126	5J3F	-	-	24	Surface corrosion throughout, water level 40% to 70%, deposits attached, sag 160-215 ft, obstruction in joint to abandonment, neither Exhibit A observation seen at 240 ft or 270 ft.	6.17
VAULT 7	MH 6	24	248.1	285	RCP	5130	0	5130	-	4707	24	Surface corrosion throughout, water level 55% throughout majority, sags 50% to 75% to inspection abandonment at 248 ft.	6.17
MH 6	VAULT 5	-	-	236	-	-	-	-	4707	-	24	No CCTV available	6.01
VAULT 5	MH 4	24	185.7	188	RCP	5FOO	1100	5F11	-	-	24	Surface corrosion throughout, water level 45%.	6.01
MH 4	MH 3	-	-	35	-	-	-	-	-	-	-	No CCTV available	6.01
MH 3	MH 2	-	-	108	-	-	-	-	-	-	-	No CCTV available	6.01
MH 2	VAULT 1	24	231.8	213	RCP	5JOO	0	5JOO	-	-	-	Surface corrosion throughout, water level 40% (to 25%), minor cracks, no signs of spot repair.	6.01
Total:			3,794	5,222									

(a) PPS inspection lengths and sewer layout features were used to place the 'Structure' in GIS as shown on Project Sheet and to indicate the location of noted MH or Vault. The City's GIS data for MHs along trunk sewer is not accurate, but the 'PPS Structure' locations are based on actual inspection data. The total length from MH 1 at the WPCP to MH 23 at Sycamore Avenue at Duck Pond Park was used for cost estimates, rounded to 5,500 LF total length for estimating purposes and to account for partial missing segments of data.

(b) Existing and PWWF Capacity based on hydraulic model from 2008 Collection System Master Plan. Design Flows account for 1,400 units of new development tributary to the Sycamore Avenue Trunk Sewer.

ESTIMATED PROJECT COSTS

Item	Description	Quantity	Units	Unit Cost	Extension
1	Traffic Control	1	LS	\$75,000	\$75,000
2	Temporary Bypass Pumping	1	LS	\$550,000	\$550,000
3	Remove & Replace Existing 20" and 24" with 27" PVC Sewer	5,500	LF	\$600	\$3,300,000
4	Remove & Replace Manholes	23	EA	\$10,000	\$230,000
5	Bridge Aerial Crossing - 39" Casing and Installation ^(c)	80	LF	\$858	\$68,640
6	Bore and Jack Pits at Railroad	2	EA	\$20,000	\$40,000
7	39" Casing for Bore and Jack under Railroad to WPCP	65	LF	\$1,170	\$76,050
Subtotal					\$4,340,000
Estimator's Contingency				35%	\$1,520,000
ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST					\$5,860,000
Construction Contingency				10%	\$590,000
Engineering Design, Environmental Planning and Studies, Construction Management, ESDC, Public Outreach, and Legal and Admin Costs				35%	\$2,050,000
ENGINEER'S PRELIMINARY OPINION OF PROBABLE TOTAL CAPITAL COST					\$8,500,000

(c) Cost estimate assumes that the bridge structure can be re-utilized for an aerial crossing between MH 4 and Vault 5 with the casing upsized to 30" for the new 27" sewer.



TRUNK SEWER REPAIR AND CAPACITY PLAN

SYCAMORE AVENUE TRUNK SEWER REPLACEMENT PROJECT SHEET

Page 2 of 2





CONTRACTOR ACKNOWLEDGMENT OF CITY OF HERCULES NEPOTISM AND CRONYISM POLICY

SECTION A:

To be completed by City Representative Prior to Distribution to Contractor:

City Representative Mike Roberts Phone (510)799-8241 Project Spec No. _____
Department Public Works Department Contract/Proposal Name Sewer Main Replacemnt

SECTION B:

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If revised, complete Contractor Name and include any changed data.

Contractor/Consultant Name Carollo Phone (925)932-1710
Street Address 2700 Ygnacio Valley Rd city Walnut Creek State CA Zip 94598

Type of Submission (Check One) ☐ Bid ☐ Proposal ☐ Qualification ☒ Contract/Agreement/Amendment

SECTION C:

The undersigned Contractor's Representative acknowledges by his or her signature the following:

It is the policy of the City of Hercules to avoid favoritism or discrimination in making decisions to award contracts for supplies, construction, maintenance, professional or other services. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person with whom she or he has a family relationship or a consensual romantic and/or sexual relationship, is regarded as a violation of this Section. Nepotism and cronyism as defined in Section 2-3.402 are hereby prohibited from City contracting decisions to the full extent permitted by law.

I have read Hercules Ordinance Number 486 and certify that I/we have not knowingly, nor will I/we in the future, enter into a contract with the City of Hercules or accept payment from the City of Hercules when to do so is in violation of Ordinance Number 486.

If circumstances require changing the information on this form while I/we have a bid, proposal, or qualifications under review, or while we are under contract with the City, we will amend this form within five business days.

Anne E. Prudhel
Signature
Anne E. Prudhel
Print Name of Signer

12/20/18
Date
Associate Vice President
Position

SECTION D:

To Be Completed by Administrative Services Department with the City of Hercules after Submission of the Completed Form by Contractor

Date Received by City _____ By _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: Michael Roberts, Public Works Director/City Engineer

SUBJECT: Solid Waste Collection Franchise Agreement – Recommendation to Adjust Republic Services Rate +5.41% for 2019

RECOMMENDED ACTION:

Adopt a Resolution approving Republic Services' revised base year rate adjustment request of +5.41% effective January 1, 2019 per the recommended order issued by the Public Works Director.

FISCAL IMPACT OF RECOMMENDATION:

Approving a +5.41% rate increase would change the collection fee for a residential customer using a 35-gallon garbage can, which is the service level chosen by residents approximately 85% of the time, from \$25.69 to \$27.08, an increase of \$1.39 per month (See Table below for rates for all service levels). This fee includes weekly collection of organics and recycling as well as the provision of other community-wide programs. The proposed rate adjustment will also increase the franchise fee collected by the City approximately \$18,000 per year.

DISCUSSION:

In 1986, the City and Republic Services entered into a Franchise Agreement which provides Republic Services the exclusive right for collection and disposal services within Hercules. Since that time the Agreement has been amended multiple times. In accordance with Amendment No. 5, which was executed in 2013 and is the most recent, 2019 and 2023 are base years for rate review and adjustment. In other years, the refuse collection rates are adjusted annually in accordance with the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index (CPI).

As provided for in Amendment No. 5, on June 28, 2018, Republic Services submitted a base year rate adjustment request to be effective January 1, 2019. This initial rate adjustment request was for a +6.35% increase. . Under Municipal Code Chapter 5-2A "Adjustment of Refuse Collection Rates", the Public Works Director/City Engineer is required to review the rate increase request, including completing any necessary studies and conducting a public hearing. The findings and recommended action are then to be compiled into a recommended order.

Delivery of municipal services can be divided into management/administration and field operations. Rate reviews should include an evaluation of both. To be as cost effective as possible and maximize available resources, Hercules jointly hired R3 Consulting Group with Pinole and San Pablo, who are

also undergoing base year rate adjustments, to perform a rate review for all three Cities. The City of Hercules' share of the review was \$5,520.00. Pursuant to the Franchise Agreement, Republic Services is required to pay for the cost of the review, though this cost is eligible for recovery in and is reflected in their new rates. R3 is a Bay Area solid waste management consulting firm and satisfactorily completed the last rate review for Hercules in 2013. R3 reviewed Republic's rate adjustment applications for 2019 with regards to mathematical accuracy, consistency with industry standards, allocations between franchise areas, and consistency with the franchise agreements.

Based on their review, R3 has recommended a base rate adjustment for Hercules of +5.34% which includes meeting Republic's established operating ratio of 0.88 under the franchise agreement. R3 subsequently met with Republic and discussed the +5.34% adjustment, down from Republic's initial request of +6.35%, and Republic agreed to this revised rate adjustment. Republic subsequently modified their rate adjustment request which is included as Attachment 2 to reflect this revised amount and also include the recovery of the review costs for a total rate increase of 5.41%. The recommended adjustment of +5.41% is just 1% more than the most recent CPI which would have otherwise been applied, which is tracking at 4.4%, and can be attributed to higher labor costs, gasoline prices, and truck costs.

As part of the evaluation, I toured Republic's field operations in August 2018 and they appeared to have the appropriate staffing levels, facilities that were in good working order, efficient operations, and to be well managed. I also conducted a public hearing at 7 pm on Thursday, November 29th as required by the Municipal Code, which was appropriately noticed. To date, the City has not received feedback from the public on the proposed rate change.

Based upon these reports, findings and observations, I issued a recommended order (Attachment 3) on December 7, 2018, for Republic Services' base rate adjustment be set at +5.34% effective January 1, 2019, and as agreed to by Republic Services, and subsequently modified to be inclusive of the review costs, as illustrated in the table below:

Rate Tables
Residential

	2018 Collection Rate	Base Year Rate Adj 5.41%	2019 Collection Rate	City Waste Program	2019 Post-Collec Charge	2019 Monthly TOTAL
35- gallon	25.69	1.39	27.08	2.08	9.47	38.63
65- gallon	44.31	2.40	46.71	3.79	17.61	68.11
95- gallon	63.04	3.41	66.45	5.60	26.42	98.47
20- gallon	24.78	1.34	26.12	1.40	5.40	32.92
Sr. 35- gal	23.69	1.39	25.08	2.03	9.47	36.58

2019 Commercial Service Rates *					
Bin Size	Times per Week				
	1	2	3	4	5
1 Yard	280.98	492.72	704.62	916.37	1,128.27
2 Yard	466.01	852.57	1,239.11	1,625.67	2,012.07
3 Yard	639.86	1,191.01	1,741.80	2,292.57	2,843.36
4 Yard	807.78	1,518.19	2,228.46	2,938.72	3,648.95
5 Yard	972.51	1,839.99	2,707.30	3,574.77	4,442.09
6 Yard	1,135.50	2,159.05	3,182.95	4,206.66	5,230.57
7 Yard	1,297.36	2,477.51	3,657.80	4,837.93	6,018.07

*Includes \$41.95 per yard/per month/per pick-up per week (IRRF Surcharge)

The table also includes fees for the City's solid waste program and post-collection waste processing administered by Recyclemore. The City's solid waste program helps fund street maintenance and storm water activities related to solid waste, such as street repairs due to the wear and tear of garbage trucks, removal of trash from storm drains, and street sweeping to remove waste debris. Recyclemore is a joint powers agency in West County and is charged with processing the waste stream once it has been collected, including recycling, composting, operating the solid waste transfer facility, and insuring the region meets the State's waste diversion requirements. In November, Recyclemore increased their post-collection processing rate for a 35-gallon container 6.29%.

ATTACHMENTS:

1. Resolution
2. Republic Services Base Year Adjustment Request
3. Director of Public Works Recommended Order on Rate Adjustment
4. Franchise Agreement

Financial Impact

Description:

Increase the franchise fee collected by the City approximately \$18K per year

Funding Source:

Budget Recap:

Total Estimated cost:	\$0	New Revenue:	\$18,000
Amount Budgeted:	\$0	Lost Revenue:	\$
New funding required:	\$0	New Personnel:	\$
Council Policy Change:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

RESOLUTION NO. 19-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING REPUBLIC SERVICES' REQUESTED BASE YEAR RATE ADJUSTMENT OF +5.41% EFFECTIVE JANUARY 1, 2019 PER THE RECOMMENDED ORDER ISSUED BY THE PUBLIC WORKS DIRECTOR

WHEREAS, under the terms of the 5th Amendment to the Franchise Agreement with Republic Services, 2019 is designated as a base year for rate review and adjustment; and

WHEREAS, as stipulated by Municipal Code Chapter 5-2A "Adjustment of Refuse Collection Rates" the Public Works Director has reviewed the 6.35% rate adjustment request submitted by Republic, completed the necessary studies, conducted a public hearing, and subsequently issued the recommended order based on consultant R3's rate study to increase Republic's rates 5.34% effective January 1, 2019; and

WHEREAS, the City Manager forwarded the recommended order to City Council with the recommendation to approve the 5.34% increase; and

WHEREAS, Republic Services has submitted a revised base year rate adjustment request for a 5.41% final increase consistent with the consultant's recommendation and which subsequently incorporated rate review cost recovery, with the proposed rates shown below.

Rate Tables

	2018 Collection Rate	Base Year Rate Adj 5.41%	2019 Collection Rate	City Waste Program	2019 Post-Collec Charge	2019 Monthly TOTAL
35- gallon	25.69	1.39	27.08	2.08	9.47	38.63
65- gallon	44.31	2.40	46.71	3.79	17.61	68.11
95- gallon	63.04	3.41	66.45	5.60	26.42	98.47
20- gallon	24.78	1.34	26.12	1.40	5.40	32.92
Sr. 35- gal	23.69	1.39	25.08	2.03	9.47	36.58

2019 Commercial Service Rates *					
Bin Size	Times per Week				
	1	2	3	4	5
1 Yard	280.98	492.72	704.62	916.37	1,128.27
2 Yard	466.01	852.57	1,239.11	1,625.67	2,012.07
3 Yard	639.86	1,191.01	1,741.80	2,292.57	2,843.36
4 Yard	807.78	1,518.19	2,228.46	2,938.72	3,648.95
5 Yard	972.51	1,839.99	2,707.30	3,574.77	4,442.09
6 Yard	1,135.50	2,159.05	3,182.95	4,206.66	5,230.57
7 Yard	1,297.36	2,477.51	3,657.80	4,837.93	6,018.07

*Includes \$41.95 per yard/per month/per pick-up per week (IRRF Surcharge)

WHEREAS, on this day the City Council considered the information, evidence, and public testimony presented to them.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby approves Republic Services' requested base year rate adjustment of +5.41% effective January 1, 2019 per the recommended order issued by the Public Works Director.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the eighth day of January, 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

Dan Romero, Mayor

ATTEST:

Lori Martin, MMC
Administrative Services Director/City Clerk



REPUBLIC SERVICES

3260 BLUME DRIVE • SUITE 115 • RICHMOND, CALIFORNIA 94806

December 11, 2018

Mr. David Biggs, City Manager
City of Hercules
111 Civic Drive
Hercules, CA 94547

Re: BASE YEAR RATE ADJUSTMENT EFFECTIVE JANUARY 1, 2019 -
REVISED

Dear Mr. Biggs:

Pursuant to the Franchise Agreement between the City and Richmond Sanitary Service, as suggested by R3 and as requested by the City to account for the cost of the R3 review of the Base Year Rate Adjustment Application, the 2019 Base Year Rates for Residential and Commercial waste collection services in Hercules are being adjusted by 5.41%, effective January 1, 2019.

Service billings also include a surcharge set by the West Contra Costa Integrated Solid Waste Management Authority that covers post-collection processing of recyclable materials at the West County Integrated Processing Facility ("IRRF") and solid waste disposal at Golden Bear Transfer Facility of approximately 6% for residential service. The 2019 Residential and Commercial Service rates are as follows:

2019 Residential Service Rates						
Cart Size	2018 Collection Rate	Base Year Rate Adj 5.41%	2019 Collection Rate	City Waste Program	2019 Post-Collec Charge	2019 Monthly TOTAL
35-gallon	25.69	1.39	27.08	2.08	9.47	38.63
65-gallon	44.31	2.40	46.71	3.79	17.61	68.11
95-gallon	63.04	3.41	66.45	5.60	26.42	98.47
20-gallon	24.78	1.34	26.12	1.40	5.40	32.92
Sr. 35-gal	23.69	1.39	25.08	2.03	9.47	36.58

2019 Commercial Service Rates *					
Bin Size	Times per Week				
	1	2	3	4	5
1 Yard	280.98	492.72	704.62	916.37	1,128.27
2 Yard	466.01	852.57	1,239.11	1,625.67	2,012.07
3 Yard	639.86	1,191.01	1,741.80	2,292.57	2,843.36
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6 Yard	1,135.50	2,159.05	3,182.95	4,206.66	5,230.57
7 Yard	1,297.36	2,477.51	3,657.80	4,837.93	6,018.07

*Includes \$41.95 per yard/per month/per pick-up per week (IRRF Surcharge)

If you have any questions or need additional information, please let us know. I can be reached by telephone at (510) 262-7143, or e-mail at smoberg@republicservices.com. Janna Coverston can be reached by e-mail at jcoverston@republicservices.com, or by phone at (510) 262-7144

Very truly yours,



Shawn Moberg
General Manager

cc: M. Roberts
J. Coverston
B. Moore
W. Lau

Base Year Rate Change Application

Financial Information

	RSS				R3
	Actual		Estimated	Projected	
	Historical Years		Current Year	Base Year	
	Year 1	Year 2	Year 3	Year 4	
	2016	2017	2018	2019	2019
Enter Actual Year in this Row					
1 Direct Labor	\$ 1,324,263	\$ 1,408,713	\$ 1,593,581	\$ 1,671,684	\$ 1,661,540
2 Tipping Fees (Profit Allowed)					
3 Corporate and Local General and Administrative Costs	454,301	455,596	490,517	505,232	507,072
4 Depreciation and Other Operating Costs	25,444	24,104	23,818	24,533	24,533
10 Trucking and Equipment	635,833	676,687	753,118	778,418	778,418
5 Services Provided to City	61,813	64,821	66,724	68,920	68,920
6 Total Allowable Costs (Lines 1 + 2 + 3 + 4 + 5 + 10)	\$ 2,501,654	\$ 2,629,920	\$ 2,927,758	\$ 3,048,787	\$ 3,040,483
7 Operating Ratio	88.0%	88.0%	88.0%	88.0%	88.0%
8 Allowable Operating Profit [(Line 6 - 0.9) - Line 6]	\$ 341,135	\$ 358,625	\$ 399,240	\$ 415,744	\$ 414,611
9 City Administrative Fee					
11 Tipping Fees (Pass Through)					
12 Total Pass Through Costs (without Franchise Fees) (Lines 9 + 11)					
13 Total Allowable Costs (Line 6) plus Allowable Operating Profit (Line 8) plus Total Pass Through Costs (without Franchise Fees) (Line 12)	\$ 2,842,789	\$ 2,988,545	\$ 3,326,998	\$ 3,464,531	\$ 3,455,094
14 Residential Revenue	2,114,183	2,182,221	2,237,613	\$ 2,237,613	\$ 2,253,250
15 Less Allowance for Uncollectible Residential Accounts				(67,128)	(67,597)
16 Total Residential Revenue (without Rate Change in Base Year)	\$ 2,114,183	\$ 2,182,221	\$ 2,237,613	\$ 2,170,484	\$ 2,185,652
17 Commercial and Light Industrial Revenue	1,321,868	1,388,445	1,454,514	\$ 1,454,514	\$ 1,454,514
18 Less Allowance for Uncollectible Commercial and Light Industrial Accounts				(43,635)	(43,635)
19 Total Commercial/Light Industrial Revenue (without Rate Change in Base Year)	\$ 1,321,868	\$ 1,388,445	\$ 1,454,514	\$ 1,410,878	\$ 1,410,878
20 Recycled Material Sales					
21 Total Revenue (Lines 16 + 19 + 20)	\$ 3,436,052	\$ 3,570,666	\$ 3,692,126	\$ 3,581,363	\$ 3,596,531
22 Net Shortfall (Surplus) without Franchise Fees (Line 13 - Line 21)	\$ (593,263)	\$ (582,120)	\$ (365,128)	\$ (116,832)	\$ (141,437)
23 Residential/Commercial/Light Industrial Franchise Fees (see calculation below)	\$ 298,449	\$ 310,136	\$ 321,495	\$ 344,235	\$ 335,983
24 Net Shortfall (Surplus) with Franchise Fees (Lines 22 + 23)	\$ (294,814)	\$ (271,985)	\$ (43,633)	\$ 227,403	\$ 194,547
25 Total Residential/Commercial/Light Industrial Revenue Prior to Rate Change (Lines 16 + 19)		\$ 3,570,666	\$ 3,692,126	\$ 3,581,363	\$ 3,596,531
26 Percent Change in Existing Residential/Commercial/Light Industrial Rates (Line 24 - Line 25)		-7.62%	-1.2%	6.35%	5.41%
27 Total Allowable Costs (Line 6)				\$ 3,048,787	\$ 3,040,483
28 Allowable Operating Profits (Line 8)				415,744	414,611
29 Franchise Fees (Line 23)				344,235	335,983
30 2019 Revenue Requirement (Lines 27 + 28 + 29)				\$ 3,808,766	\$ 3,791,077

Franchise fee is 10% of revenue 10.0%

For the purposes of calculating the franchise fee, San Pablo's methodology was applied as follows:

San Pablo - 2013 Amendment, Section 5:

a franchise fee in an amount equal to the percent (10%) of gross revenues...

For purposes of calculating gross revenues, Contractor shall not deduct the amount of franchise fee payments or any other business expense.

** Hercules income and expense amounts were combined in one general ledger with four other cities under Richmond Sanitary Service. Therefore, Hercules amounts above were derived directly or using route allocation factors.



CITY OF HERCULES
111 CIVIC DRIVE, HERCULES CA 94547
PHONE: (510) 799-8200

To: David Biggs, City Manager
From: Michael Roberts, Public Works Director/City Engineer *MR*
Re: Recommended Adjustments to the 2019 Refuse Collection Rates
Date: December 7, 2018

In 1986 the City and Republic Services entered into a Franchise Agreement which provides Republic Services the exclusive right for collection and disposal services within Hercules. Since that time the Agreement has been amended multiple times. In accordance with Amendment No. 5, which was executed in 2013 and is the most recent, 2019 and 2023 are base years for rate review and adjustment. On other years the refuse collection rates are adjusted annually in accordance with the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index (CPI).

On June 28, 2018 Republic Services submitted a base year rate adjustment request for +6.35% to be effective January 1, 2019 as provided for in Amendment No. 5. Under the Municipal Code Chapter 2A "Adjustment of Refuse Collection Rates", the Public Works Director/City Engineer is required to review the rate increase request, including completing any necessary studies and conducting a public hearing. The findings and recommended action are to be compiled and then submitted in a report to the City Manager. This memorandum serves as my report.

Delivery of municipal services can be divided into management/administration and field operations. Rate reviews should include an evaluation of both. To be as cost effective as possible and maximize available resources, Hercules jointly hired R3 Consulting Group with Pinole and San Pablo, who are also undergoing base year rate adjustments, to perform a high level, desktop review for all 3 Cities. R3 is a Bay Area solid waste management consulting firm and satisfactorily completed the last rate review for Hercules back in 2013. R3 reviewed Republics rate adjustment applications for 2019 with regards to mathematical accuracy, consistency with industry standards, allocations between franchise areas, and consistency with the Franchise Agreements. They are recommending a base rate adjustment for Hercules of +5.34%, which they discussed with Republic, and Republic has agreed to use. This adjustment is slightly more than the most recent CPI, which is tracking at 4.4%, and can be attributed to higher labor costs, gasoline prices, and truck costs.

I toured Republic's field operations in August 2018 and they appeared to have the appropriate staffing levels, facilities that were in good working order, efficient operations, and very well managed. I also conducted a public hearing at 7 pm on Thursday, November 29 as required by the Municipal Code.

Based upon these reports, findings and observations, I am recommending Republic Services' base rate adjustment be set at +5.34% to be effective January 1, 2019.

ORIGINAL

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of September, 1986, by and between the CITY OF HERCULES, a municipal corporation in Contra Costa County, California, hereinafter called "City", and Pinole **Garbage Service**, a division of RICHMOND SANITARY SERVICE, a co-partnership, hereinafter called "Contractor";

WITNESSETH:

For and in consideration of the covenants and conditions herein contained, City hereby gives and grants to Contractor for a term of 15 years beginning July 1, 1986, and ending June 30, 2001, the exclusive right and privilege to collect and dispose of all solid wastes in said City. If at any time during the 15-year term of this Agreement, Contractor is required to refinance its operations for capital improvements or participate in a bond issue for capital improvements in which the total funds involved exceed Four Million Dollars (\$4,000,000), City agrees to extend the term of this Agreement for an additional ten years, but in no event shall any extension of this Agreement exceed twenty-five years from the

commencement date. As used herein "solid wastes" means putrescible and non-putrescible solid and semi-solid material. The term solid waste includes garbage; refuse; trash; rubbish, kitchen or table food wastes, animal or vegetable wastes; tree, shrub or bush trimmings; newspapers or magazines; ashes; paper or cardboard; tin or aluminum cans; yard clippings; wood; glass; bedding; crockery; plastics or rubber by-products; litter; animal excrement; vegetable or animal sewage; industrial wastes; demolition and construction wastes; and discarded home and industrial appliances. The words "recyclable materials" mean and include all waste materials which may be commercially reprocessed for beneficial use which are disposed of for recycling purposes. These may include, but are not limited to metals, paper-based materials, glass and oils.

1. The existing contract between City and Contractor dated May 27, 1980, shall be deemed rescinded as of July 1, 1986.

2. Subject to the City's rights to perform or cause to be performed recycling under the terms of Paragraph 5 herein, Contractor shall collect and dispose of all solid wastes in said city in accordance with and at the rates fixed by applicable resolution or ordinance of said City

or amendments, and said rates shall be subject to change, from time to time, by mutual consent of the parties, enacted by resolution or ordinance or by amendments to ordinances or by amendments hereto, based on business conditions in general, including the cost of equipment, labor and materials, and rates which may, from time to time, be established for similar services by other municipalities, where similar disposal methods are utilized by the Contractors involved and the wage scales for their employees are the same or close to the same, particularly cities and municipalities in Contra Costa County and other cities and municipalities in other counties in close proximity to the City of Hercules. Contractor has the burden to demonstrate the reasonableness of rates to be charged during the term of this agreement. If Contractor proposes a rate increase that is higher by a factor of 1.2 than rates charged in neighboring cities and municipalities, City may require that an independent certified public accountant verify the costs of Contractor used to justify the rate increase proposal.

3. Contractor shall fully and faithfully comply with applicable local, state and federal laws, ordinances and regulations relating to the collection and disposal of

solid wastes and Contractor shall at all times during the term of this Agreement provide and maintain at its own cost and expense a sanitary collection service and disposal system sufficient in capacity to systematically and in a sanitary manner collect and dispose of all solid wastes in said City as set forth in such ordinances, laws and regulations. Contractor shall keep and maintain its solid waste disposal premises in a sanitary condition.

4. Contractor shall make regular collections of solid wastes on the same day of each week and in the event of failure to make the required collection from any place of residence or other place on the regular collection day, Contractor shall make such collection with 24 hours after notice to do so from the City Manager.

5. In consideration of the exclusive franchise granted herein, the parties understand and agree that the City may require changes in collection and disposal methods, including but not limited to the collection and disposal of solid wastes and recyclable materials, and may further require implementation of changes in applicable technology to secure the most efficient and current methods of collection and disposal. In the event City chooses to implement programs for changed methods of collection or disposal, including but not limited to the

implementation of a recycling program, the Contractor shall have the right to present a proposal to the City to perform such a program. The City shall retain sole discretion in selecting the agency or entity to perform such a recycling program; however, selection shall be limited to the Contractor, the City, itself, or a nonprofit corporation organized under California law. Any action required or directed by City may only be undertaken or implemented by Contractor after the City and Contractor agree on the expenditures required of Contractor to comply with the directives of the City and the manner in which said expenditures are to be reimbursed to Contractor.

6. (a) The contractor shall provide two annual City-wide collections. One collection shall be made in the Spring and the other collection shall be made in the Fall. Said collections shall be made each year throughout the term of this Agreement in accordance with practices and procedures established by the Contractor.

(b) The City shall have the privilege of depositing non-hazardous solid wastes that require no special handling produced by regular municipal operations and collected by municipal employees on municipally-owned property so long as contractor has the ability to accept such wastes in the West Contra Costa Sanitary landfill.

(c) The Contractor shall collect non-hazardous solid waste and dispose of same in the amounts and at the locations as described in Exhibit "A", attached hereto and made a part hereof.

7. The solid waste disposal premises operated by Contractor may be used by the residents, businesses, and industrial plants of the City, at such times and on such days as are established from time to time by Contractor.

8. In the event of default in the performance of any of the terms or conditions hereof which involve a substantial cessation of the Contractor's operations or a material breach of Contractor's obligations hereunder, the City Council, by a majority of its members, shall give written notice to Contractor of such default or breach by Contractor, specifying the nature of the default or the breach and that if the default or breach is not cured within 30 days after such notice is given, the City Council may terminate this Agreement. In the event the Contractor does not cure the default or breach within 30 days after having received such notice from the City Council, the City may take over such equipment then owned by Contractor and convenient for use in such collection and disposal to enable the City to provide for the collection and disposal of solid waste within the City

until satisfactory arrangements have been made by City with third parties to make such collection and disposal or until the City has itself determined that it will, as a public enterprise, collect and dispose of solid waste within the City. In the event that the City takes over the equipment owned by Contractor for the disposal of solid waste, the City shall pay to Contractor the reasonable value of all collection and/or disposal equipment which the City appropriates. If the parties thereto are unable to agree upon such reasonable value, then said value shall be fixed by appraisers, one of whom shall be appointed by the City and one by the Contractor; and in the event of their failure to agree, the two appraisers shall appoint a third appraiser to make said appraisal; and said appraisal when so made by a majority of said appraisers shall be binding upon the respective parties hereto.

Notwithstanding the above, Contractor shall not be in breach or default under the terms of this Agreement in the event that such breach or default is due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, or any other causes beyond the control or not the fault of Contractor.

9. The privilege hereby granted to Contractor to make said collection and disposal within said City and to make and retain certain charges for the use of its solid waste disposal premises shall be deemed to be and is an exclusive privilege so long as Contractor shall, during the life of this agreement, fully and faithfully carry out and perform all of the conditions and covenants of this Agreement on its part to be kept and performed subject, however, to the aforesaid right of cancellation. Notwithstanding the above, Contractor's exclusive rights and privileges are expressly subject to the City's rights for alternate collection and disposal methods of recyclable materials, specified in Paragraph 5, above.

10. Contractor agrees to furnish all machinery and equipment necessary to properly perform this Agreement and to maintain and keep the same in such condition, particularly with reference to paint and appearance, as required by City during the entire term of this Agreement; and all trucks used for such collection and disposal shall be equipped with a suitable cover or otherwise meet the requirements of the Vehicle Code of the State of California.

11. (a) Beginning July 1, 1986, Contractor shall pay to City for said privilege hereby granted the sum of

ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) on the first day of each and every month;

(b) Beginning on January 1, 1986, and at each one year interval, or from time to time thereafter during the term of this Agreement, the amount of payments to be made to the City by Contractor shall be increased in the same proportion as the rate charged by Contractor for one can service, less any surcharge increase, and by the same proportion of any increase in the population of City over the preceding year based upon the population for City as certified by the State of California Department of Finance. For example, if the rates increased by 2% in January of 1987, and if the population increased by 1%, the franchise fee shall increase by 3%.) If the above described rate charged by Contractor takes effect on any date other than January 1st of any year, the franchise fee adjustment shall increase upon the effective date of any increase in said rate. The franchise fee, based upon a population increase shall increase once annually on the first of the month following the publication of the Census of City by the State of California Department of Finance.

12. Except in the event city performs or causes to be performed recycling, according to the terms of Paragraph 5 herein, Contractor shall have, and is hereby given, the

exclusive right to all salvage from said collections and said disposal premises and it may grant a permit to any third person, firm or corporation to collect and keep said salvage upon such terms and conditions as Contractor may desire, provided that all collections of such salvage and all permits therefore granted by service shall conform to and be subject to the ordinances, regulations and directions of City.

13. Contractor shall indemnify and save the City, its agents, officers and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or causes of action arising during the term of the agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, its subcontractors, agents and employees under this Agreement or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereof, and

from and against any orders, judgments or decrees which may be entered therein unless arising out of the sole negligence or willful misconduct of the City. Approval of the insurance coverage does not relieve the Contractor or subcontractors of liability under this Indemnification Clause.

14. Contractor, at its own cost and expense, shall carry and maintain full Workers' Compensation Insurance and Employers' Liability with an insurance carrier satisfactory to the City. Policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least ten (10) days after receipt of such notice by City. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self Insurance in Sacramento, California.

15. Contractor at its own cost and expense shall maintain liability and property damage insurance for the period covered by this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit coverage. If available, City, its officers and employees, shall be named as an additional insured, and the policy shall stipulate that this insurance will

operate as primary insurance and that no other insurance carried by the City will be called upon to contribute to a loss suffered by Contractor hereunder.

A coverage verification shall be completed and signed by Contractor's insurance representative, and returned to the City within 45 days after the effective date of this Agreement.

Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of a new or renewal policy and certificates for such policies, satisfactory to the City Manager or, in lieu thereof, such other evidence of Contractor's financial ability to respond to damages that is satisfactory to the City Manager.

In recognition of the difficulty and the current, unreasonably high cost attendant to obtaining environmental impairment liability coverage (EIL) and higher limits for the liability and property damage coverage, herein, Contractor shall provide City with a report every two years, due on the anniversary of this Agreement, showing the availability and cost of EIL coverage and of liability and property damage coverage. Upon receipt of such information, the City may take

unilateral action to require Contractor to acquire EIL coverage or to increase the limits of its liability and property damage coverage. Such action shall only be undertaken if cost and availability are reasonable and do not create an undue economic hardship for Contractor and if City grants to Contractor a rate increase to cover the cost of such coverage or increase in limits.

If at any time during the term of the Agreement, or any extension thereto, the Contractor fails to comply with the provisions of this paragraph, the City Manager shall give written notice to Contractor of such default or breach, specifying the nature of the default or the breach and that if the default or breach is not cured within 30 days after such notice is given, the City Council, after a public hearing at which Contractor is invited to attend, may terminate this Agreement.

16. Any provision or provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect as though said invalid, void, or illegal provision or provisions had not been inserted in this Agreement, it being the intent of the parties hereto that all of the remaining provisions

of this Agreement shall continue to be fully effective to the fullest extent permitted by law. If, however, during the term of this Agreement, federal or state laws change such that any provision of this Agreement is rendered void or voidable or otherwise illegal, the parties shall renegotiate the unaffected provisions within six (6) months following notice to the other party of said change in law.

IN WITNESS WHEREOF, City has caused these presents to be signed and its corporate seal affixed by its Mayor and Clerk thereunto duly authorized and Contractor has caused these presents to be signed on its behalf by its Managing Partner and Secretary being two of its co-partners, thereunto duly authorized by all the co-partners of Contractor, all on the day and year first above written.

Attest:

By *Ellen M. Zapata*
City Clerk

Approved as to form:

By *William T. Bauwyr Jr.*
City Attorney

CITY OF HERCULES, a
municipal corporation

By *Charles H. Bell*
Mayor

PINOLE GARBAGE SERVICE, a
division of Richmond Sanitary
Service, a co-partnership

By *Richard Gonzalez*
Title: Managing Partner

By *Henry Dai*
Title: CFO and Partner

AMENDMENT TO FRANCHISE AGREEMENT

BETWEEN

CITY OF HERCULES

AND

RICHMOND SANITARY SERVICE, A GENERAL PARTNERSHIP

This Amendment to the Franchise Agreement is entered into as of the 20th day of JANUARY 1993 by and between the CITY OF HERCULES, a municipal corporation ("City") and RICHMOND SANITARY SERVICE, a general partnership ("Contractor").

PREAMBLE

A. The City has certain obligations ("Obligations") with respect to the clean, safe and efficient management of Solid Wastes and the processing and diversion of Solid Wastes under the California Integrated Waste Management Act, as amended, and other relevant laws and regulations.

B. At present, the City has directed the Contractor to dispose of Solid Wastes at the West Contra Costa Sanitary Landfill ("WCCSL") which is the closest, but which is expected to close within several years. To dispose of the Solid Wastes in an economical and efficient manner at a more distant landfill after the closure of WCCSL, it is necessary and appropriate to first process the Solid Wastes in a clean, safe and sanitary manner at a transfer station for subsequent disposal at such landfill.

C. City and Contractor desire to provide for the diversion of Solid Wastes from landfills under the California Integrated

1 Waste Management Act, as amended, and other relevant laws and
2 regulations and to provide for the transfer and disposal of
3 remaining Solid Wastes at a more distant landfill following closure
4 of the WCCSL.

5 D. The West Contra Costa Integrated Waste Management
6 Authority ("Authority") has been formed under the laws of the State
7 of California to, among other things, provide for the
8 implementation of an Integrated Resource Recovery Facility to be
9 operated for the benefit of the Authority and the residents within
10 the jurisdictional boundaries of the Authority, and pursuant to the
11 Authority - County Contract, the residents within the area subject
12 to said Contract.

13 E. The City is a signatory to the Joint Powers Agreement
14 creating the Authority and the Second Amendment and Restatement of
15 the Joint Exercise of Powers Agreement, and is thereby a member of
16 the Authority and obligated to comply with the provisions of said
17 Joint Powers Agreement.

18 Accordingly, the City has determined that in order (i) to
19 provide for the clean, safe and efficient management of Solid
20 Wastes, and (ii) to meet the Obligations, it is the best interest
21 of the City to Enter into this Amendment

22 Contractor and City desire to amend the Franchise Agreement as
23 provided herein.

24 THEREFORE, IN CONSIDERATION OF THE COVENANTS AND
25 CONDITIONS CONTAINED HEREIN, THE CITY AND CONTRACTOR DO HEREBY
26 AGREE AS FOLLOWS:

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1.03 "Authority" means the West Contra Costa Integrated Waste Management Authority, a joint exercise of powers authority established and existing pursuant to Government Code Section 6500 et seq., or any successor entity and shall have the same meaning as defined in the Joint Power Agreement.

1.05 "Closing Date of the IRRF Financing" means the date of initial delivery of the IRRF Bonds to the original purchasers of the IRRF Bonds.

1.06 "Designated Facility" means a Solid Waste Management Facility or Facilities designated from time to time by Authority to receive some or all Directed Wastes and materials and shall have the same meaning as defined in the Joint Powers Agreement.

1.07 "Designated Rates" means (i) the rates as authorized by Authority from time to time to be paid for Directed Waste and Materials received at the Designated Facility or Facilities and/or (ii) any additional amounts determined by the Authority as necessary to provide for the planning and implementation activities of the Authority, to pay other costs and obligations of the

1 Authority, or to implement the Authority - County Contract to the
2 extent such additional amounts are not included by the Authority
3 in the rates authorized to be charged at the Designated Facility or
4 Facilities and shall have the same meaning as defined in the Joint
5 Powers Agreement.

6 1.08 "Directed Waste and Materials" means Solid Waste and
7 Separated Materials, or portions or types of such waste or
8 materials (including recyclables) collected pursuant to this
9 Agreement and directed by the Authority to be delivered to the
10 Designated Facility or Facilities and shall have the same meaning
11 as defined in the Joint Powers Agreement.

12 1.9 "Franchise Agreement" means that certain agreement by and
13 between City and Contractor dated September 10, 1986, as existing
14 prior to this Amendment.

15 1.10 "In Lieu Surcharge" means a surcharge as determined from
16 time to time by Authority in the event of shutdown or abandonment
17 of an IRRF as this term is defined in the Joint Powers Agreement .

18 1.11 "Interim Recycling Center" means the existing facility
19 generally located northwesterly of the intersection of an extension
20 of Garden Tract Road and Parr Boulevard and established for the
21 processing of source separated Solid Waste.

22 1.12 "IRRF" or "Integrated Resource Recovery Facility" means
23 an integrated resource recovery facility, including land on which
24 such facility is located, for receiving, processing, recycling and
25 transportation or transfer of Acceptable Waste and Material, or the
26 recovery of materials for diversion, or any combination thereof,

1 which facility is owned either wholly or in part by the Authority
2 or by a private entity, but in all events is operated for the
3 benefit of the Authority and the residents within the
4 jurisdictional boundaries of the Authority, and within the area
5 subject to said Authority - County Contract and shall have the same
6 meaning as defined in the Joint Powers Agreement.

7 1.13 "IRRF Bonds" means the Authority-approved debt securities
8 issued to finance the planning, design, construction and
9 performance testing of an Integrated Resource Recovery Facility and
10 additional indebtedness, as approved by the Authority, to finance
11 the improvements or modifications to an Integrated Resource
12 Recovery Facility.

13 1.14 "Joint Powers Agreement" means the joint exercise of
14 powers agreement creating the Authority and that certain Second
15 Amendment and Restatement of the Joint Powers Agreement by and
16 among the Cities of El Cerrito, Hercules, Pinole, Richmond and San
17 Pablo, including any subsequent amendments thereto.

18 1.15 "Solid Waste" shall mean all materials subject to
19 collection pursuant to the Agreement more particularly as set forth
20 on page 1 of the Agreement.

21 1.16 "Solid Waste Management Facility" shall mean an
22 Integrated Resource Recovery Facility, or transfer station or
23 material recovery facility or landfill or combination thereof.

24 2. DIRECTION OF SOLID WASTE

25 2.01 Notwithstanding any other provision of the Agreement,
26 City has control and authority to direct Contractor to deliver

1 Solid Wastes, or portions or types of such Wastes, to the
2 Designated Facility. The City hereby directs the Contractor to
3 deliver all Directed Waste and Materials, including without
4 limitation all Directed Waste and Materials collected by the
5 Contractor hereunder to the Designated Facility or Facilities
6 commencing upon receipt of notice from Authority.

7 2.02 Contractor agrees it shall deliver Directed Waste to the
8 Designated Facility or Facilities as specified by the Authority
9 upon City and Contractor's receipt of direction from Authority, and
10 said deliveries shall begin upon the date specified by Authority in
11 its notification to City and Contractor and continue until City and
12 Contractor receive notice from Authority to suspend delivery of
13 Directed Waste to the Designated Facility.

14 2.03 Suspension of delivery of some or all Directed Wastes to
15 the Designated Facility shall occur only upon receipt of notice
16 from the Authority and shall be for no longer period than specified
17 by Authority.

18 2.04 Contractor shall comply with all of the rules and
19 regulations of the Designated Facility or Facilities, including
20 without limitation, rules governing the types and characteristics
21 of Solid Waste that may or may not be acceptable for delivery to
22 the Designated Facility or Facilities, the manner of delivery of
23 Solid Wastes, the payment of Designated Rates, and payment of any
24 costs arising at the Designated Facility or Facilities due to
25 failure of Contractor to comply with rules and regulations of the
26 Designated Facility or Facilities.

1 2.05 Nothing in this Amendment shall affect the rights of City
2 or Contractor with respect to the direction of Solid Waste until
3 such Waste is directed by Authority as contemplated herein.
4 Further, nothing in this Amendment shall be construed to affect the
5 rights of the City or Contractor with respect to the direction of
6 the waste stream in the event that the Authority at any time
7 thereafter permanently discontinues direction of the Directed Waste
8 to a Designated Facility or Facilities.

9 2.06 Contractor covenants and agrees that it will not
10 purchase, dispose or recycle, offer to purchase, dispose or recycle
11 or contract for the purchase, disposal or recycling of, directly
12 or indirectly, any Solid Waste (or portions or types of such Solid
13 Waste) which would otherwise be collected pursuant to the Agreement
14 and delivered to the Designated Facility or Facilities and that it
15 will not otherwise divert, or cause to be diverted or allow to be
16 diverted, in any way, Solid Waste to any use, any other Solid Waste
17 Management Facility or other party without the approval of the
18 Authority.

19 **3. DESIGNATED RATES**

20 3.01 Contractor shall, without regard to the amount collected
21 pursuant to Section 3.03 of this Amendment, pay over to the
22 operator of the Designated Facility or Facilities, without
23 reduction, limitation, offset, or adjustment of any kind, all
24 amounts owing in accordance with Designated Rates for Directed
25 Waste and Materials delivered to said Designated Facility or
26 Facilities and said payments shall be made at the times and in the

1 manner specified by the Authority.

2 3.02 Contractor shall, without regard to the amount collected
3 pursuant to Section 3.03 of this Amendment, pay over to Authority,
4 without reduction, limitation, offset or adjustment of any kind,
5 all amounts authorized by Authority in accordance with Designated
6 Rates which are in addition to the rates authorized to be charged
7 at the Designated Facility or Facilities and said payment shall be
8 made at the times and in the manner specified by the Authority.

9 3.03 Notwithstanding any other provision of the Agreement, and
10 in addition to all rates and charges otherwise allowed under the
11 Agreement, Contractor shall collect from all residential and non-
12 residential customers whose Solid Waste is delivered to the
13 Designated Facility or Facilities the collection rate amounts
14 specified by the Authority for such services and no more.

15 3.04 Collection of the amount authorized by Section 3.03 of
16 this Amendment is hereby authorized to begin upon the date that
17 Contractor commences delivery of Directed Wastes to the Designated
18 Facility.

19 **4. IN LIEU SURCHARGE**

20 4.01 Notwithstanding any other provision of the Agreement, and
21 in addition to all rates and charges otherwise allowed under the
22 Agreement, Contractor shall collect from all residential and non-
23 residential customers an In Lieu Surcharge when and if such In Lieu
24 Surcharge is authorized by the Authority and such collection shall
25 be in such amounts and at such times as specified by the Authority.
26

1 4.02 Contractor agrees to pay over to the Authority or another
2 party designated by Authority, without reduction, limitation,
3 offset or adjustment of any kind, all amounts collected pursuant to
4 Section 4.01 of this Amendment at the times and in the manner
5 required by the Authority.

6 4.03 All amounts collected by Contractor pursuant to Section
7 4.01 of this Amendment, including interest earnings on said
8 amounts, shall be held in trust by Contractor for benefit of the
9 Authority or other party designated by Authority.

10 4.04 All amounts collected by Contractor as an In Lieu
11 Surcharge shall be deposited in a segregated account ("In Lieu
12 Surcharge Account").

13 4.05 The date of collection of the amount authorized by
14 Section 4.01 of this Amendment shall begin upon the date specified
15 from time to time by Authority as the effective date of an In Lieu
16 Surcharge and continue for the period specified in Authority's
17 notification to City and Contractor of the Authority's
18 authorization of an In Lieu Surcharge.

19 **5. SECURITY INTEREST**

20 5.01 Contractor and City agree to take all such action as may
21 be required to grant and perfect a security interest in the In Lieu
22 Surcharge Account established pursuant to Section 4.04 of this
23 Amendment, including interest earnings thereon, to the Authority or
24 the Authority's assignee.

25 5.02 Contractor warrants and represents that it has not
26 granted a security interest in, or otherwise encumbered, the In

1 Lieu Surcharge Account or funds required to be deposited therein
2 and covenants not to grant any other security interest in said
3 amounts.

4 5.03 It is understood and agreed that Contractor shall have no
5 title or other interest in the In Lieu Surcharge Account except as
6 trustee; that Contractor has no right to retain, disburse, use,
7 apply or encumber funds required to be collected as an In Lieu
8 Surcharge and is expressly prohibited from doing so except as
9 disbursement of funds is expressly provided for in Section 4.02 of
10 this Amendment; and that Contractor shall not commingle its own
11 funds or other funds with the In Lieu Surcharge Account.

12 **6. AUTHORITY AS THIRD PARTY BENEFICIARY**

13 6.01 The provisions of this Amendment are expressly declared
14 to be intended for the benefit of the Authority, in addition to
15 City and Contractor.

16 6.02 The Authority is an intended third party beneficiary of
17 this Amendment and shall have the right to pursue all available
18 legal and equitable remedies to enforce the provisions of this
19 Amendment.

20 **7. SALVAGE RIGHTS**

21 All salvage rights granted to Contractor by the Franchise
22 Agreement are hereby deleted from the Agreement during any period
23 where the Authority directs City and Contractor to deliver Directed
24 Waste to the Designated Facility or Facilities.

25 **8. INTERIM RECYCLING CENTER**

26 8.01 The parties acknowledge that a portion of the rates being

1 collected under the Franchise Agreement for the establishment and
2 operation of the Interim Recycling Center will be included in
3 Designated Rates beginning on the date specified by Authority for
4 commencement of delivery of Directed Waste to the Designated
5 Facility.

6 8.02 City and Contractor agree that Authority shall determine
7 the amounts being collected under the Franchise Agreement for the
8 establishment and operation of the Interim Recycling Center and
9 that, upon commencement of delivery Directed Wastes to a Designated
10 Facility, all said amounts will be a part of Designated Rates and
11 shall not otherwise be collected under the Agreement.

12 9. BOOKS AND RECORDS

13 9.01 Contractor shall keep adequate books and records of the
14 revenue from rates and fees charged pursuant to Article 3 and
15 Article 4 hereof and the Contractor's expenses incurred in
16 accordance with Article 3 and Article 4 hereof. Contractor shall
17 make available its records respecting such revenue and expenses
18 during business hours upon reasonable notice.

19 9.02 Contractor shall make quarterly reports to the Authority
20 of its revenue and expenses set forth in Section 9.01.

21 9.03 Contractor shall make quarterly reports to the Authority
22 on the amount of Solid Waste collected by the Company hereunder and
23 the disposition of said Solid Waste. Such reports shall be in such
24 form and detail as may be required for the City and/or the
25 Authority to accurately report compliance with Solid Waste
26 diversion requirements.

1 9.04 Contractor shall either (a) keep adequate books and
2 records showing disposition of all Solid Waste collected pursuant
3 to the Agreement and allow Authority to inspect same during normal
4 business hours upon reasonable notice, or (b) implement Solid Waste
5 allocation methods and procedures approved from time to time by the
6 Authority. The Contractor shall cooperate with and assist the
7 Authority in the Authority's development of Solid Waste allocation
8 methods and procedures.

9 **10. MISCELLANEOUS PROVISIONS**

10 10.01 In furtherance of the representations, warranties and
11 covenants contained in this Amendment, whenever and so often as
12 requested by Authority or any assignee thereof, City and Contractor
13 agree to promptly execute and deliver or cause to be delivered all
14 such other and further assurances, documents or instruments and
15 promptly do so or cause to be done all such other and further
16 things as may be necessary or reasonably required in order to
17 further and more fully vest in the Authority, or its assignee, all
18 advantages, benefits, interest, powers, privileges and rights to
19 be conferred upon Authority by this Amendment.

20 10.02 Both parties and their respective legal counsel have
21 independently reviewed this Amendment and agree that any rule that
22 ambiguities are to be construed against the drafting party shall
23 not apply.

24 10.03 This written Amendment contains all of the
25 representations and sets forth the complete agreement of the
26 parties with respect to the subject matter hereof. Except as

1 specified in this Amendment, any prior correspondence, drafts,
2 memoranda, agreements, warranties or representations with respect
3 to the subject matter of this Amendment are superseded in total by
4 this Amendment.

5 10.04 In the event of conflict between this Amendment and the
6 other provisions of the Agreement, this Amendment shall control and
7 if any term or provision of the Agreement or other agreement
8 between the City and Contractor could be construed to in any way be
9 in conflict with the provisions of this Amendment, the provisions
10 of this Amendment shall control.

11 10.05 If for any reason, any Solid Waste that is subject to
12 collection pursuant to the Agreement is held not to be subject to
13 collection under the Agreement by the State or Federal Legislature,
14 or a court, agency or administrative authority (other than City,
15 Authority, or Contractor) with jurisdiction over the parties, the
16 parties intend that the Agreement shall remain in effect with
17 respect to any Solid Waste not so identified.

18 10.06 Nothing in this Amendment shall prevent the City from
19 directing Contractor to deliver Solid Wastes to the West Contra
20 Costa Sanitary Landfill prior to the Authority's direction to begin
21 delivery of Directed Waste to the Designated Facility or
22 Facilities.

23 10.07 Nothing in this Amendment is intended to alter the rights
24 of City and Contractor with respect to collection of Solid Waste,
25 rather, this Amendment is intended to address only those matters
26 specifically set forth herein.

1 10.08 Contractor and City agree that City may increase City's
2 franchise fee in an amount sufficient to cover the City's costs
3 associated with funding the operation of the Authority until
4 Designated Rates are set and collected in amounts sufficient to
5 properly finance the Authority's operations and that upon written
6 request by City, such additional franchise fees shall be added as
7 a surcharge to the collection rates without reduction, limitation,
8 offset or adjustment of any kind.

9 **11. NOTICES**

10 A copy of any notice required or permitted under the
11 Agreement which pertains directly or indirectly with the subject
12 matter of this Amendment shall be provided to Authority
13 concurrently with the delivery of said notice to the other party
14 and said notices shall be addressed to: West Contra Costa
15 Integrated Waste Management Authority, One Alvarado Square, San
16 Pablo, California 94806, Attention: Executive Director, Fax. No.
17 (510) 236-1636, or other such address or Fax Number as the
18 Authority may specify in writing to the parties.

19 **12. EFFECTIVE DATE**

20 This Amendment shall become effective upon the Closing
21 Date of the IRRF Financing, providing that said Closing Date occurs
22 before March 31, 1994. The provisions of Section 2, 3 and 7 of
23 this Amendment shall expire and cease to be of further force and
24 effect at such time as the Authority ceases to have the right,
25 whether by contract or otherwise, to require City to deliver Solid
26 Waste to the Designated Facility or Facilities. Any expiration of

1 such provision shall not affect any other provisions of the
2 Agreement, which shall remain in full force and effect in
3 accordance with their other applicable terms without giving further
4 effect to such expired provisions. The term of this Amendment
5 shall be coextensive with the remaining term of the Franchise
6 Agreement. Nothing in this Amendment shall be interpreted to
7 modify or expand the relative rights and responsibilities of City
8 or Contractor with respect to the term of the Franchise Agreement.

9 IN WITNESS WHEREOF, and in consideration of the mutual
10 promises set forth above, the City and Contractor have duly
11 authorized execution of this Amendment and have executed this
12 Amendment as of the date first hereinabove written.

13 "CONTRACTOR"

14 Richmond Sanitary Service,
15 a General Partnership

16 *for* *Richard Granzella*
17 RICHARD GRANZELLA, President

18 *for* *Pina Barbieri*
19 PINA BARBIERI, Secretary

20 "CITY"

21 City of Hercules

22 *Beth Bartke*
23 BETH BARTKE, Mayor Pro Tem

24 ATTEST:

25 *Kay Woodson*
26 Kay Woodson, City Clerk

27 Approved as to form:
28 McDonough, Holland & Allen
29 City Attorney

30 BY: *Craig Labadie*
31 Craig Labadie

32 Approved as to form:
33 Norris & Norris

34 BY: *Richard Norris*
35 Richard Norris

ORIGINAL

**Second Amendment
to Franchise Agreement**

This Second Amendment to the Franchise Agreement is entered into as of the ____ day of January, 2000, by and between the City of Hercules, a Municipal Corporation ("City") and Richmond Sanitary Service, a California Corporation ("RSS, Inc.").

The City and Richmond Sanitary Service entered into a Franchise Agreement effective September 10, 1986, (the "Franchise Agreement") and amended January 20, 1994 (the "First Amendment"). This Second Amendment to the Franchise Agreement (hereinafter referred to as "Second Amendment") amends the Franchise Agreement and the First Amendment.

All of the terms, conditions, rights and obligations of the parties under the Franchise Agreement and the First Amendment shall remain in force and effect and shall not be changed in any manner except as expressly set forth in this Second Amendment. The parties expressly agree that their rights and duties under the Second Amendment derive from the execution of the original Franchise Agreement in 1986 and are modified only to the extent of subsequent amendments that expressly modify the Franchise Agreement.

The execution of this Second Amendment which includes the establishment of the Year 2000 Rate is undertaken in connection with the implementation of fully automated, curbside service by RSS, Inc. within the City. In addition, RSS, Inc. is expanding curbside recycling to include a 65 gallon wheeled cart to be picked up every other week and has added the materials to the materials which can be recycled in the residential recycling program for the City in accordance with the recycling program approved by the West Contra Costa Integrated Waste Management Authority.

The City and Richmond Sanitary Service hereby amend the Franchise Agreement between the City and RSS, Inc., as follows:

1. The first and second sentences of the Franchise Agreement following the title "WITNESSETH" on pages 1 and 2 are hereby deleted and replaced as follows:

For and in consideration of the covenants and conditions contained, City hereby grants to Richmond Sanitary Service, Inc. (hereinafter referred to as

"Contractor") the exclusive right and privilege to collect and dispose of all solid wastes in said City from this date through June 30, 2025.

2. Section 6(a) is hereby deleted and replaced as follows:

In addition to its regular collections, Contractor shall provide two on-call clean ups per year, one in the first half of the year and one in the second half of the year, to each residential customer. An on-call clean-up shall be the collection by Contractor of up to one cubic yard of non-hazardous waste. Contractor and the City shall, from time to time, jointly establish rules regulating on-call clean-ups.

3. Sections 17, 18, 19, 20, 21, 22, 23 and 24 are hereby added to the Franchise Agreement:

17. In accordance with this Franchise Agreement and the City's applicable ordinances, effective March 1, 2000, the City shall establish the Year 2000 Rate, which rate shall be exclusive of the Designated Rate and shall be the maximum rate which RSS, Inc. shall be allowed to charge for solid waste collection services rendered hereunder. The Year 2000 Rate shall be \$11.97 per month for Senior Service, \$13.30 per month for 35 gallon residential service, \$23.41 per month for 65 gallon residential service, and \$33.52 per month for 95 gallon residential service.

18. In accordance with the Franchise Agreement and the City's applicable ordinances, effective April 1, 2000, Contractor shall implement its Green Waste Collection program as heretofore approved by the West Contra Costa Integrated Waste Management Authority by which Contractor shall provide each residential unit with a green waste cart and collect such cart at curbside every other week. The Year 2000 Rate shall be adjusted upwards effective March 1, 2000, to be \$12.88 per month for Senior Service, \$14.21 per month for 35 gallon residential service, \$24.32 per month for residential 65 gallon service, and \$34.43 per month for residential 95 gallon service.

19. Contractor's Rates (as adjusted) shall be adjusted annually, beginning on January 1, 2001, by the change, if any, in the San Francisco - Oakland -

San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI), and adjust each January first for the years 2002, 2003, 2004, 2005, and 2006. The adjustment shall be based upon the CPI published on or before the November 30 preceding the December 31 adjustment. Nothing in this Section 19 limits the adjustment of the Designated Rate in accordance with the First Amendment to the Franchise Agreement.

20. The City shall review the Contractor's Rates, as adjusted, in the year 2006 based upon the terms of the Franchise Agreement to establish the rate for the year 2007. Contractor shall submit a rate application no later than July 1, 2006 which application shall be supported by sufficient financial and operational information as determined by the City. The City, by its employees or by consultants employed by the City, shall have the right to review the books and records of Contractor and to conduct such studies of the Contractor's operations and audits and reviews of its financial records as the City deems reasonably necessary to consider Contractor's application. The review shall be in accordance with applicable ordinances of the City.

21. In the event of unforeseen economic conditions which materially effect the cost of providing service hereunder, either party may demand that the Year 2000 Rate (or a subsequently set rate), as adjusted hereunder, be revised prior to the next scheduled rate application. The party requesting such an interim rate adjustment shall bear the burden of proof with respect to the establishment of unforeseen economic conditions which materially effect the cost of providing service hereunder and the final discretion as to whether or not to proceed with a rate setting shall be in the party other than the party who requests such interim rate adjustment.

22. In the event that the City determines that additional services are required to be performed by RSS, Inc. hereunder in order, in the discretion of the City, to assure the compliance of the City with its obligations under State and Federal law, including, without limitation, AB 939, the City may direct RSS, Inc. to perform such additional services hereunder

provided that the City allow RSS, Inc. to recover its costs and a reasonable profit by adjusting the rates allowed hereunder to compensate RSS, Inc. for providing such services.

RSS, Inc. shall provide the City with documentation reasonably acceptable to the City setting forth the costs of such other or additional services and the City shall establish a rate for such additional or other service based on RSS, Inc.'s costs for providing such service together with a reasonable profit thereon.

The City may direct RSS, Inc. to commence providing additional services prior to establishing the appropriate rate for such service provided that the City shall authorize rates to compensate RSS, Inc. for providing such service from the commencement thereof. The City shall act with deliberate speed to establish rates for any services that are required to be provided by RSS, Inc. hereunder.

23. Contractor agrees to indemnify and save the City, its agents, officers and employees harmless from and against any and all liability, claims, suits, actions, damages, penalties and/or causes of action arising during the term of this agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the provisions of the Second Amendment, the City's establishment by ordinance or resolution of the Year 2000 Rate, or in connection with the activities of Contractor, its subcontractors, agents and employees under this agreement or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences, or other causes, and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein unless arising out of the sole negligence or willful misconduct of the City.

24. In addition to all of the other services to be provided hereunder, Contractor shall provide the following services without charge to the City:

a. Contractor shall make a \$6,000 per year contribution for the first ten years of the term of this Agreement to the Hercules Community Youth Program.

b. Contractor shall deliver up to ten twenty yard boxes of compost to the City annually for the first ten years of the term of this Agreement.

c. Contractor shall deliver, pick up and dispose of the contents of up to twelve forty yard containers for use by the City in community wide clean ups annually for the first ten years of the term of this Agreement.

IN WITNESS WHEREOF, the City has caused these presents to be signed and its corporate seal affixed by its Mayor and Clerk thereunto duly authorized, and RSS, Inc. has caused these presents to be signed on its behalf by its President and Secretary, being two of its officers, thereunto duly authorized by its Board of Directors, all on the day and year first above written.

"RSS, Inc."

Richmond Sanitary Service, Inc.

By:



Richard Granzella, President

By:



Pina Barbieri, Secretary

"City"

City of Hercules


Mayor

Attest:


City Clerk

Approved as to form:
City Attorney

By: 

**THIRD AMENDMENT
TO THE
FRANCHISE AGREEMENT**

This **Third Amendment to the Franchise Agreement** is entered into as of the 1st day of April 2007, by and between the **City of Hercules**, a Municipal Corporation ("City") and **Richmond Sanitary Service, Inc.**, a California Corporation and wholly-owned subsidiary of Republic Services, Inc. ("RSS").

City and RSS entered into a Franchise Agreement effective September 10, 1986 (the "Franchise Agreement"), amended January 20, 1994 (the "First Amendment"), and on February 8, 2000 (the "Second Amendment"). This Third Amendment (hereinafter referred to as "Third Amendment") amends the Franchise Agreement, the First Amendment and Second Amendment.

All of the terms, conditions, rights and obligations of the parties under the Franchise Agreement, First Amendment and Second Amendment shall remain in force and effect and shall not be changed in any manner except as expressly set forth in this Third Amendment. The parties expressly agree that their rights and duties under the Third Amendment derive from the execution of the original Franchise Agreement in 1986, and are modified only to the extent of subsequent amendments that expressly modify the Franchise Agreement.

The execution of this Third Amendment which includes the establishment of Base Year Rates for solid waste collection service in the Years 2007, 2012, 2017 and 2022, and Interim Rate Adjustments based on the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items ("CPI").

The City of Hercules and Richmond Sanitary Service, Inc., hereby amend paragraphs 17, 19, 20, 21 and 24.c., 24.d., 24.e. and 24.f., of the Franchise Agreement between the City and RSS, to read as follows:

17. In accordance with this Franchise Agreement and the City's applicable ordinances, in the Year 2007, and thereafter in the years 2012, 2017 and 2022, the City shall establish a Base Year Rate, which rate shall be exclusive of the Designated Rate and shall be the maximum rate which RSS shall be allowed to charge for solid waste collection services. The Year 2007 Base Rate shall be \$14.71 per month for Senior Service, \$ 16.71 per month for 20-gallon Residential Service, \$16.71 per month for 35-gallon Residential Service, \$28.60 per month for 65-gallon Residential Service and \$ 40.46 per month for 95-gallon Residential Service.

19. Beginning on January 1, 2008, and each Interim Year between Base Year Adjustments, Contractor's Rates shall be adjusted annually on January 1, by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). Said Adjustment shall be based upon the CPI published on or before the November 30 preceding the January 1 Adjustment. Nothing in this paragraph 19 limits the adjustment of the Designated Rate in accordance with the First Amendment to the Franchise Agreement.

20. In the Base Years defined in paragraph 19., above, and based upon the terms of the Franchise Agreement, the City shall review Contractor's Rates, as adjusted, to establish the new Base Year Rate. Contractor shall submit a rate application no later than July 1, of the Base Years for rate adjustment to be effective on January 1, of the next following Interim Year.

The Contractor's Rate Application shall be supported by sufficient financial operational information as determined by the City. The City, by its employees or by consultants employed by the City, shall have the right to review the books and records of Contractor and to conduct such studies of Contractor's operations and audits and reviews of its financial records as the City deems reasonably necessary to consider Contractor's application. City acknowledges and agrees that all such information is proprietary to Contractor and disclosure of any said proprietary information would cause irreparable harm to Contractor. Therefore, all information in Contractor's books, records, audits and reviews of financial records and studies of Contractor's operations shall be used only for purposes related to the rate application then under review, and shall be held in confidence by City, its officers, directors, employees and consultants.

The review shall be in accordance with applicable ordinances of the City.

21. In the event of unforeseen conditions or circumstances which materially affect Contractor's cost of providing service hereunder, either party may request that the Base Year Rate (or subsequently set rate) as adjusted hereunder, be revised prior to the next scheduled Base Year Rate Review. The party requesting such an interim rate adjustment shall bear the burden of proof with respect to the establishment of unforeseen conditions or circumstances, which materially affect the cost of providing service hereunder. If an interim rate adjustments is requested by Contractor, Contractor shall incur the reasonable costs of any third-party consultant review of the interim rate adjustment application., and will deposit the anticipated fee for said services prior to the engagement of the consultant. Any such consultant fees shall be a "pass through" expense included in the Base Year Rate (or subsequently set rate), as adjusted, effective upon the first date requested in the application for adjustment. In the event the Contractor's requested adjustment is not approved, the consulting fees paid by Contractor shall be an eligible expense for inclusion in the Base Year Rate established in the next periodic adjustment of the Base Year Rate pursuant to paragraph 17, above.

24. In addition to all of the other services to be provided hereunder, Contractor shall provide the following services without charge to the City:

- a. (No change)
- b. (No change)
- c. Contractor shall deliver, pick-up and dispose of the contents of twenty-seven (27) forty-yard (40-yard) containers, or their equivalent in smaller containers as requested by the City, for use by the City in community-wide or special project clean-ups annually.

- d. Contractor shall place and pay for a full-page ad in the City of Hercules Herculean to advise the community of regular and special services provided, service rates, holiday collection schedules and/or other information of general interest.
- e. For the years 2007 through 2012, service Rates for account holders 62 years and older, living in single-family dwellings or owner-occupied units of multi-family dwellings shall be set at \$2.00 per month less than the current rate of 35-gallon Residential Service.
- f. Upon medical certification of disability, Carry-out Service shall be made available without additional cost to account holders where no one in the household is physically able to move carts to the curb for collection. The required medical certification of disability shall be renewed annually.

IN WITNESS WHEREOF, the City has caused these presents to be signed and its corporate seal affixed by its Mayor and Clerk thereunto duly authorized and RSS has caused these presents to be signed on its behalf by its Area President and General Manager, thereunto duly authorized and empowered to enter into this Third Amendment to the Franchise Agreement, all on the day and year first above written.

City of Hercules

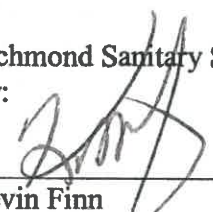
By:


Ed Balico
Mayor

7/31/07
Date

Richmond Sanitary Service, Inc.

By:

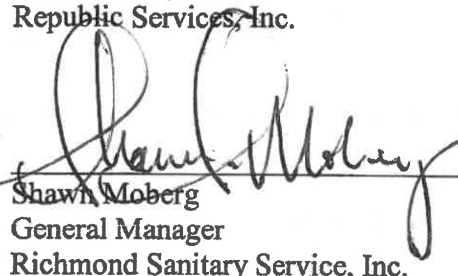

Kevin Finn
Area President
Republic Services, Inc.

8/21/07
Date

Attest:


Doreen Mathews
City Clerk

7/31/07
Date


Shawn Moberg
General Manager
Richmond Sanitary Service, Inc.

8/15/07
Date

Approved as to form:


Alfred A. Cabral, City Attorney

7/18/2007
Date

**FOURTH AMENDMENT
TO
FRANCHISE AGREEMENT**

This **Fourth Amendment to the Franchise Agreement** is entered into as of the 12th day of February, 2013, by and between the **City of Hercules**, a Municipal Corporation ("City") and **Richmond Sanitary Service, Inc.**, a California Corporation and wholly-owned subsidiary of Republic Services, Inc. ("RSS").

City and RSS entered into a Franchise Agreement effective September 10, 1986 (the "Franchise Agreement"), amended January 20, 1994 (the "First Amendment"), amended on February 8, 2000 (the "Second Amendment") and amended April 1, 2007 (the "Third Amendment"). This Fourth Amendment (hereinafter referred to as "Fourth Amendment") amends the Franchise Agreement, the First Amendment, Second Amendment and Third Amendment.

All of the terms, conditions, rights and obligations of the parties under the Franchise Agreement, First Amendment, Second Amendment and Third Amendment shall remain in force and effect and shall not be changed in any manner except as expressly set forth in this Fourth Amendment. The parties expressly agree that their rights and duties under this Fourth Amendment derive from the execution of the original Franchise Agreement in 1986, and are modified only to the extent of subsequent amendments that expressly modify the Franchise Agreement.

The execution of this Fourth Amendment which includes the establishment of Base Year Rates for solid waste collection service in the Years 2012, 2017 and 2022, and annual Interim Rate Adjustments based on the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items ("CPI").

The City of Hercules and Richmond Sanitary Service, Inc., hereby amend paragraphs 11, 17, 19, 20, 21 and 24.a, 24.c., 24.d., and 24.e. of the Franchise Agreement between the City and RSS, to read as follows:

11. This section is deleted in its entirety and changed to read:

In consideration of the exclusive rights provided Contractor herein, beginning January 1, 2013, and monthly thereafter, for said privilege hereby granted, Contractor shall pay Franchise Fees to the City, an amount equal to 10% of gross revenues.

17. In accordance with the Franchise Agreement and the City's applicable ordinances, in the Year 2012, and thereafter in the years 2017 and 2022, the City shall establish a Base Year Rate. For the 2012 Base Year, Service Rates for Residential and Commercial Service subscribers should have been increased by 5.52%, exclusive of the Designated Rate. The 5.54% rate increase is comprised of the agreed upon 5.52% Base Year Rate Adjustment, plus 0.02% to

account for the net additional 3.19% CPI Rate Adjustment due RSS for 2013 (3.17% Interim CPI applied in 2012 + 0.02% = 3.19%).

The following adjustments also will apply effective January 1, 2013:

a. A one-year only Make-up 2012 Base Year Rate Adjustment of 2.35% and Rate Review Cost Adjustment of 1.45% (total 3.8%).

b. A 5.8% Franchise Fee enhancement.

Maximum allowable rates for the 2013 Interim Year are shown in Exhibit A attached hereto and by this reference are made a part hereof..

19. Beginning on January 1, 2014, the Make-up 2012 Base Year Rate Adjustment and Rate Review Cost Adjustment of 3.8% will be removed from the Rates, and thereafter each Interim Year between Base Year Adjustments, Contractor's Rates shall be adjusted annually on January 1, by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, All Items (CPI). Said Adjustment shall be based upon the CPI published on or before the November 30 preceding the January 1 Adjustment. Nothing in this Paragraph 19 limits the adjustment of the Designated Rate in accordance with the First Amendment to the Franchise Agreement.

20. For the Base Years defined in paragraph 17., above, and based upon the terms of the Franchise Agreement, the City shall review Contractor's Rates, as adjusted, to establish the new Base Year Rate. Contractor shall submit a rate application no later than July 1, of the interim year immediately preceding the Base Year for rate adjustment to be effective on January 1, of the designated Base Year.

The Contractor's Rate Application shall be supported by sufficient financial operational information as determined by the City. The City, by its employees or by consultants employed by the City, shall have the right to review the books and records of Contractor and to conduct such studies of Contractor's operations and audits and reviews of its financial records as the City deems reasonably necessary to consider Contractor's application. City acknowledges and agrees that all such information is proprietary to Contractor and disclosure of any said proprietary information would cause irreparable harm to Contractor. Therefore, all information in Contractor's books, records, audits and reviews of financial records and studies of Contractor's operations shall be used only for purposes related to the rate application then under review, and shall be held in confidence by City, its officers, directors, employees and consultants.

The review shall be in accordance with applicable ordinances of the City.

21. In the event of unforeseen conditions or circumstances which materially affect Contractor's cost of providing service hereunder, either party may request that the Base Year Rate (or subsequently set rate) as adjusted hereunder, be revised prior to the next scheduled Base Year Rate Review. The party requesting such revised rate adjustment shall bear the burden of proof with respect to the establishment of unforeseen conditions or circumstances,

which materially affect the cost of providing service hereunder. If a revised rate adjustment is requested by Contractor, Contractor shall incur the reasonable costs of any third-party consultant review of the revised rate adjustment application., and will deposit the anticipated fee for said services prior to the engagement of the consultant. Any such consultant fees shall be a "pass through" expense included in the Base Year Rate (or subsequently set rate), as adjusted, effective upon the first date requested in the application for adjustment. In the event the Contractor's requested adjustment is not approved, the consulting fees paid by Contractor shall be an eligible expense for inclusion in the Base Year Rate established in the next periodic adjustment of the Base Year Rate pursuant to paragraph 17, above.

24. In addition to all of the other services to be provided hereunder Contractor shall provide the following services, as an allowable pass through expense, without charge to the City:

- a. Beginning July 1, 2013 and annually thereafter, Contractor shall pay to City the sum of \$6,000 per year for anti-blight programs and activities.
- b. (No change)
- c. (No change)
- d. Deleted.
- e. Service Rates for account holders 62 years and older, living in single-family dwellings or owner-occupied units of multi-family dwellings shall be set at \$2.00 per month less than the current rate of 35-gallon Residential Service.
- f. (No. Change)

IN WITNESS WHEREOF, the City has caused these presents to be signed and its corporate seal affixed by its Mayor and Clerk thereunto duly authorized and RSS has caused these presents to be signed on its behalf by its Area President and General Manager, thereunto duly authorized and empowered to enter into this Third Amendment to the Franchise Agreement, all on the day and year first above written.

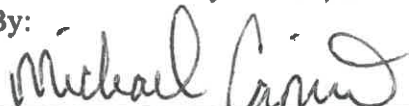
City of Hercules

By:

 02/20/13
Steven Duran, City Manager Date

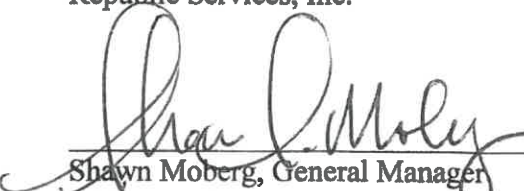
Richmond Sanitary Service, Inc.

By:

 3/11/13
Michael Caprio, Area President Date
Republic Services, Inc.

Attest:

 2/20/13
Doreen Mathews, City Clerk Date

 2/22/13
Shawn Moberg, General Manager Date
Richmond Sanitary Service, Inc.

Approved as to form:


Patrick Tang, City Attorney 2.20.13
Date

13-064

FIFTH AMENDMENT TO FRANCHISE AGREEMENT

BETWEEN

CITY OF HERCULES AND RICHMOND SANITARY SERVICE, INC.

This Amendment to the Franchise Agreement is entered into effective November 15, 2013 by and between the City of Hercules, a municipal corporation ("City"), and Richmond Sanitary Service, Inc., a California corporation ("RSS").

RECITALS

1. On September 10, 1986, the City and RSS entered into a Franchise Agreement for an exclusive right to provide collection and disposal services within the City of Hercules, and the Franchise Agreement has since been amended several times.
2. The Authority is a joint powers agency created by the Cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo (individually and collectively referred to herein as "Member Agencies" in a Joint Exercise of Powers Agreement dated April 2, 1991, and as amended.
3. On October 10, 2013, the West Contra Costa Integrated Waste Management Authority ("Authority") authorized execution of an Agreement for Enhanced Recycling Services, Post-Collection Recycling, and Disposal Services (hereinafter "Post-Collection Agreement") governing the handling of waste and recyclables collected in the franchise areas served by the RSS and its affiliates.
4. Pursuant to the Post-Collection Agreement, RSS has agreed to implement specific enhancements of its collection services within the West Contra Costa County area and Member Agencies for which it is the current franchisee collector ("Franchise Agencies"), by providing weekly recycling and organic materials collection to residential customers; weekly mixed residential organics services; weekly or source separated commercial recyclable and organic materials collection and processing; routing of commercial customers for dry load collection and processing; expansion of recyclable materials accepted curbside; and two full-time recycling coordinators to exclusively serve the Authority's service area with certain new services beginning on the start dates specified herein (hereinafter collectively referred to as "Enhanced Collection Services").
5. The City of Hercules, through the Authority Joint Powers Agreement, and the 1994 Exhibit to the City Franchise Agreement entitled "Requirements for Franchise Agreements and Covenants Made A Part of Franchise Agreements," authorize the Authority through December 31, 2013 to direct the waste stream for processing and disposal to designated facilities, and the Post-Collection Agreement exercises that authority on behalf of the City.

6. The initial Enhanced Collection Services rate adjustments being approved for residential and commercial customers shall be the sole means of compensation due to RSS for providing the Enhanced Collection Services, with the exception of any annual CPI-adjustments provided for herein to which the Enhanced Collection Services are subject to.

AMENDMENT TO FRANCHISE AGREEMENT

In consideration of the above and the promises and other provisions in this Amendment, the Parties agree to amend the Franchise Agreement as follows:

1. For the remaining term of the Franchise Agreement between City RSS, RSS shall provide the following Enhanced Collection Services at the agreed-upon compensation as set forth below:

a. Weekly Recycling and Organic Materials Collection. No later than October 31, 2014, RSS shall convert the every-other-week collection program for all residential recyclable materials and organic materials to a weekly collection program. Such weekly recycling and organic materials collection will apply to both single family and multi-family customers. For commercial customers, no later than October 31, 2014, RSS shall convert all commercial recyclable materials cart customers from every-other-week to weekly collection and shall service all cart and bin commercial recycling containers weekly, at a minimum.

b. Mixed Residential Organics. Beginning January 1, 2014, in addition to yard waste, all City residential customers will be allowed to place food scraps and food-soiled paper, into their green waste containers upon the City's request. RSS shall be responsible for distributing education and outreach collateral (e.g. stickers, mailers, food pails, etc.) purchased with Authority grant funding, at no additional charge to the City, or customers.

c. Source Separated Commercial Recyclable Materials Collection and Processing. Beginning January 1, 2014, RSS shall offer commercial customers (including multi-family customers receiving service in carts and bins) recyclable materials collection from carts and bins ranging from one to six cubic yards in capacity, and shall offer such service up to three times per week, at the customer's request.

d. Source Separated Commercial Organic Materials Collection and Processing. Prior to April 1, 2014, RSS shall identify, educate, and sign up restaurants, institutional kitchens, and food processors for source separated organic materials collection service. Beginning April 1, 2014, RSS shall commence collection service for commercial source separated organics accounts that have signed up for such service. Commercial organic materials accepted under this program shall include all compostable food waste and food soiled paper. Prohibited materials under this program shall include hazardous materials, metals, glass, ceramics, and plastics (except certain compostable bio-plastic bags and food service ware specified by RSS). RSS shall provide such customers the option of using sixty-five (65) gallon carts and one or two cubic yard bins, at the customer's request. Collection of source separated commercial organic materials shall be provided up to three times per week, at the customer's request. This service shall be provided at no additional charge to customers who subscribe to garbage service.

e. Routing of Commercial Customers for Dry Load Collection and Processing.

Beginning February 1, 2014, RSS shall commence a review of commercial customer accounts and waste characterization with the purpose of identifying customers where the primary constituents of their garbage containers are dry and recyclable. The goal for this program is to identify a sufficient volume of material for one full-time equivalent route. No later than April 1, 2014, RSS shall have completed this review and shall submit a report to the Authority identifying the customers who have been selected for the dry routing program. No later than May 1, 2014, RSS shall have implemented the dry material collections from customers. All material collected under this program shall be processed in a manner that maximizes the recovery of materials, and no material collected under this program shall be disposed of prior to processing without written approval from the Authority as may be required in Section 4.4 of the Post-Collection Agreement.

f. Expansion of Recyclable Materials Accepted Curbside. Beginning January 1, 2014, RSS shall accept the following new or additional recyclable materials curbside:

- i. #1-#7 plastic beverage and food containers;
- ii. Mixed rigid plastic packaging and other food containers;
- iii. Scrap metal;
- iv. Plastic film and wrapping (properly bagged);
- v. All mixed plastics;
- vi. Milk and juice cartons.

g. Recycling Coordinators. By December 1, 2013, RSS shall hire two full-time recycling coordinators dedicated to work exclusively within the Authority service area. Responsibilities of the recycling coordinators include, but are not limited to, supervising, coordinating, and implementing all approved public education and outreach activities and recycling and diversion programs; serving as liaisons between the Authority, [City/County], and RSS; interacting with residents, businesses, community groups, and public agencies. The full scope of the recycling coordinators' duties are set forth in Exhibit 4.1.9 of the Post-Collection Agreement. Public education and outreach materials prepared by RSS shall be subject to the review and approval of the Authority.

2. Implementation dates specified in Sections 1.a and 1.c through 1.e. will remain unchanged as long as all Franchise Agreement amendments are approved no later than November 15, 2013. If one or more Franchise Agreement Amendments are not approved on or before November 15, 2013, the following shall apply:

a. Franchise Agencies approving franchise amendments by November 15, 2013, containing provisions substantially in the form included as Exhibit 2.4.6 of the Post-Collection Agreement will be able to implement the new reduced post-collection rates established in the Post-Collection Agreement on January 1, 2014.

b. Franchise Agencies not approving franchise amendments by November 15, 2013, containing provisions substantially in the form included as Exhibit 2.4.6 of the Post-Collection Agreement will not be allowed to implement the new post-collection rates established in the

Post-Collection Agreement on January 1, 2014. In this circumstance, the current (2013) post-collection rates will continue to apply in 2014 until thirty (30) days after the franchise amendment is approved by that Franchise Agency.

c. With the exception of the specific services outlined in section 2.d below, implementation dates for the other Enhanced Collection Services in sections 1.a and 1.c through 1.e will be delayed one month for each successive month past November 15, 2013. For example, if all of the Member Agencies approve their respective franchise amendments between November 16 and December 15, the implementation dates will be delayed one month.

d. Regardless of whether all of the Member Agencies have approved their franchise amendments by November 15, 2013, RSS will begin implementing the following Enhanced Collection Service by December 1, 2013: 1.g (recycling coordinators). In addition, RSS will begin implementing the following Enhanced Collection Services by January 1, 2014: 1.b (food scraps in the mixed residential organics containers in jurisdictions that do not already have this in place); and 1.f (acceptance of the expanded list of recyclables in the curbside recycling carts placed out for collection).

3. The RSS's sole compensation for any costs associated with providing Enhanced Collection Services shall be the revenue derived from the initial collection rate adjustment(s) approved by the City which would go into effect at the same time as the new post-collection rates discussed in Sections 2.a – 2.b, plus subsequent CPI-adjustments to this initial collection rate adjustment as authorized pursuant to the City's Franchise Agreement and rate setting methodology and process.

4. The years 2019 and 2023 shall be the base years for City's rate review process pursuant to the Franchise Agreement, unless otherwise agreed to in writing by the Parties hereto.

5. The Franchise Agreement as amended by this and any prior Amendment executed by both Parties shall be construed together as one and the same agreement, and is the entire agreement between the Parties.

6. The term of this Amendment shall be coterminous with the remaining term of the Franchise Agreement.

7. All other remaining terms of the Franchise Agreement shall remain in full force and effect.

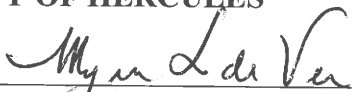
8. There are no other or further Franchise Agreement amendments or other RSS or City agreements or conditions as a pre-requisite to approval of this Amendment.

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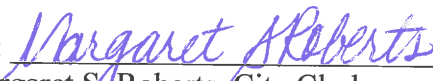
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IN WITNESS WHEREOF, the City of Hercules and RSS have duly authorized execution of this Amendment and have executed this Amendment as of the date last set forth in the signatures below.

CITY OF HERCULES

By: 
Mayor

ATTEST:

By: 
Margaret S. Roberts, City Clerk

2186761.1

RICHMOND SANITARY SERVICE, INC.,
a California Corporation

By: 

Name: Michael Caprio

Title: Area President

Date: 1/9/14

**THE CITY OF HERCULES AS SUCCESSOR AGENCY TO THE HERCULES
REDEVELOPMENT AGENCY**

DATE: January 8, 2019

TO: The City of Hercules as Successor Agency to the Hercules
Redevelopment Agency

SUBMITTED BY: David Biggs, City Manager/Executive Director

SUBJECT: Recognized Obligation Payment Schedule for the period of July 1, 2019
through June 30, 2020 (ROPS 19-20A and ROPS 19-20B)

RECOMMENDED ACTION:

Adopt a resolution approving the Recognized Obligation Payment Schedule for the period July 1, 2019 through June 30, 2020 (ROPS 19-20A and ROPS 19-20B).

DISCUSSION:

AB X1 26 (Section 34177) requires that Successor Agencies must, amongst other things, prepare a Recognized Obligation Payment Schedule (ROPS) for each upcoming six-month period. A ROPS is the document that sets forth the minimum payment amounts and due dates of payments required by enforceable obligations. Enforceable obligations are defined in Section 34171(d) of AB X1 26 and include the payment of bonds and loans, payments required by the federal government, judgments or settlements, any legally binding agreement or contract, and contracts or agreements necessary for the administration or operation of the successor agency.

Health & Safety Code section 34177(1) requires successor agencies to submit the ROPS electronically and in a manner prescribed by the State of California Department of Finance. Successor Agencies must continue to submit the Excel ROPS and Oversight Board resolution via e-mail to the County-Auditor Controller and the State Controller's Office.

The ROPS template (excel workbook) used for the ROPS 19-20 includes the ROPS 19-20A and ROPS 19-20B and includes the following worksheets in the excel workbook:

- 1. Recognized Obligation Payment Schedule Summary**
- 2. Recognized Obligation Payment Schedule – ROPS Detail** - This worksheet includes a section for ROPS 19-20 A (July 1, 2019 through December 31, 2019) and a section for ROPS 19-20 B (January 1, 2020 through June 30, 2020).
- 3. Recognized Obligation Payment Schedule – Report of Cash Balances**
- 4. Recognized Obligation Payment Schedule – Notes**

Highlights for ROPS 19-20

Included on the ROPS 19-20 is the Summary worksheet which includes ROPS 19-20A and ROPS 19-20B. Enforceable Obligations for ROPS 19-20A is \$58,412,609. Details of the amounts for ROPS 19-20A are on the ROPS Detail worksheet. The bulk of the request is a \$50,496,029 loan repayment owed under a Cooperation Agreement between the City and former Redevelopment Agency. Its repayment is subject to review and approval by the Department of Finance.

Also, included on the ROPS 19-20 Summary worksheet is ROPS 19-20B. Enforceable Obligations for ROPS 19-20B is \$4,768,617. Details of the amounts for ROPS 19-20B are on the ROPS Detail worksheet.

The ROPS 19-20 Report of Cash Balance worksheet shows the Redevelopment Property Tax Trust Fund (RPTTF) money received for ROPS 16-17 (July 1, 2016 through June 30, 2017), which totals \$11,673,425 and was fully expended. The Cash balance worksheet also reflects a ROPS 16-17 bond proceed balance of \$1,487,547, which is restricted as bond reserves by the bond covenants.

The Recognized Obligation Payment Schedule (ROPS) are posted on the City of Hercules website (www.ci.hercules.ca.us).

ATTACHMENTS:

1. Resolution (which includes Exhibit A Recognized Obligation Payment Schedule July 1, 2019 through June 30, 2020).

RESOLUTION NO.-

RESOLUTION OF THE CITY OF HERCULES AS SUCCESSOR AGENCY TO THE HERCULES REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020 (INCLUDES ROPS 19-20A AND ROPS 19-20B)

WHEREAS, on December 29, 2011, the California Supreme Court issued its final decision in the litigation of *California Redevelopment Association v. Matosantos*, upholding Assembly Bill x1 26 (codified as Health and Safety Code 34161-34191) (“ABx1 26”) and invalidating Assembly Bill x1 27 (the legislation that would have permitted redevelopment agencies to continue operation if their sponsoring jurisdiction agreed to make certain payments for the benefit of schools and special districts), and as a result, all California redevelopment agencies were dissolved, effective February 1, 2012; and

WHEREAS, pursuant to Health and Safety code 34173(d), on January 10, 2012 by Resolution No 12-005, the Council of the City of Hercules elected to become the Successor Agency to the Hercules Redevelopment Agency (“Agency”) (Non housing); and

WHEREAS, California Health and Safety Code section 34179 requires that each Successor Agency have an Oversight Board; and

WHEREAS, Section 34177 requires each Successor Agency to prepare a draft Recognized Obligation Payment Schedule (ROPS) and section 34180 requires the Oversight Board to approve same; and

WHEREAS, Section 34177 provides that each ROPS shall be forward looking to cover the next six months; and

WHEREAS, on June 27, 2012 AB 1484 was approved by the Governor of California and AB 1484, Section 34177(m), states that the Recognized Obligation Payment Schedule shall be submitted by the successor agency, after approval by the oversight board to the State of California Department of Finance.

NOW, THEREFORE, BE IT RESOLVED that the City of Hercules as Successor Agency to the Hercules Redevelopment Agency, hereby:

- (1) Approves the ROPS for the period July 1, 2019 through June 30, 2020 (ROPS 19-20A and ROPS 1920-B) attached hereto as Exhibit A.
- (2) Directs Successor Agency staff to provide a copy of this Resolution along with the approved draft ROPS to the Contra Costa County County-Wide Oversight Board, County Auditor Controller, the State Controller’s Office and the State Department of Finance.

The foregoing Resolution was duly and regularly adopted by the City of Hercules as Successor Agency to the Hercules Redevelopment Agency at its meeting held on the eighth day of January, 2019 by the following:

AYES:

NOES:

ABSENT:

Dan Romero, Chair

ATTEST:

Lori Martin, City Clerk / Administrative Services Director

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency: Hercules
County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 58,412,609	\$ 4,768,617	\$ 63,181,226
F	RPTTF	58,162,609	4,768,617	62,931,226
G	Administrative RPTTF	250,000	-	250,000
H	Current Period Enforceable Obligations (A+E):	\$ 58,412,609	\$ 4,768,617	\$ 63,181,226

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

Name Title
/s/_____
Signature Date

Hercules Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail																						
July 1, 2019 through June 30, 2020																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											19-20A (July - December)						19-20B (January - June)					
											Fund Sources						Fund Sources					
Line #	Project Name/Contract Obligation	Obligation Type	Contract Agreement Execution Date	Contract Agreement Termination Date	Fiscal Year	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Region	ROPS 19-20 Total	Bond Proceeds	Revenue Bonds	Other Funds	DP/TIF	Admin DP/TIF	19-20A Total	Bond Proceeds	Revenue Bonds	Other Funds	DP/TIF	Admin DP/TIF	19-20B Total
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Hercules Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet .							
A	B	C	D	E	F	G	H
	ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/16) RPTTF amount should exclude "A" period distribution amount	1,477,251				0	
2	Revenue/Income (Actual 06/30/17) RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller	10,296				11,673,435	
3	Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)					11,673,435	
4	Retention of Available Cash Balance (Actual 06/30/17) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	1,487,547					
5	ROPS 16-17 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required				0	
6	Ending Actual Available Cash Balance (06/30/17) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	

Hercules Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020	
Item #	Notes/Comments
1	Comprised of principal \$1,510,000 and interest \$835,351; interest \$798,336.
2	Comprised of principal \$1,075,000 and interest \$1,167,216; interest \$1,145,716
3	Comprised of principal \$420,000 and interest \$298,672; interest \$286,072
4	Comprised of principal \$370,000 and interest \$189,688 interest \$181,825.
5	This obligation is estimated based on FY 2018-19 assessed values. The actual obligation varies every year based on assessed values.
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16	Co-Operation Agreement: Repayment agreement for Cash Advances. Resolution 83-18 adopted February 9, 1983 within 2 yrs of creation of the Redevelopment Agency. Per HSC 34171(d)(2) this is an enforceable obligation. Total Obligation is \$50,496,029.
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	The following taxing entities have subordinated their payments for 8 fiscal years (FY2010/11 through FY2017/18). This is an estimate of what is owed to the taxing entities based on what was owed for FY2010/11.
	1003 Contra Costa County General \$1,260,428
	1206 Library \$136,203
	2505 Contra Costa Flood Control \$29,054
	2530 Flood Control Zone Z8 \$3,306
	2531 Flood Control Zone Z8A \$5,349
	2825 Contra Costa Water Agency \$5,716
	3011 Rodeo-Hercules Fire District \$1,202,026
	3301 Mosquito Abatement \$24,979
	3525 West Contra Costa Hospital \$244,961
	4001 East Bay Municipal Utility District \$229,499
	4009 Bay Area Rapid Transt District \$101,176
	4010 Bay Area Air Quality Management District \$29,492
	4026 East Bay Regional Parks \$490,962



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: Holly Smyth, AICP, Planning Director
Patrick Tang, City Attorney

SUBJECT: Review of City's Appeal Policy Related to Planning Decisions

RECOMMENDED ACTION:

Discuss staff policy recommendations related to Council's "Call-Up" appeals process, and consider directing staff to prepare a Zoning Ordinance Amendment if desired.

FISCAL IMPACT OF RECOMMENDATION:

There may be fiscal impacts in the form of additional staff time required, depending on how the appeals process is amended.

BACKGROUND:

A staff report regarding the appeal process for planning decisions was presented and discussed by City Council at the September 25, 2018 regular Council meeting. After discussion, Council directed staff to bring recommended changes back to Council for further review and discussion prior to preparation and presentation of a draft Ordinance.

DISCUSSION:

Since the discussion at the September 25, 2018 Council meeting, staff has reached out to other agencies to determine the extent to which other jurisdictions allow for City Council "call-up" of planning decisions. What staff found is that while many other jurisdictions provide a process for a Councilmember to call up a planning decision, the procedure for doing so varies from one jurisdiction to another. The information obtained from other jurisdictions is summarized in the table below.

City	Appeal of Director Decisions	Appeal of Planning Commission Decisions
Citrus Heights	10 calendar days after decision to Commission	10 calendar days after decision by aggrieved person or by any member of the Council if there was public hearing required (This means that administrative decisions would not be subject to CC appeal).
Emeryville	15 calendar days from decision noted in the approval letter. PC review info if appeal called to affirm, set a date for hearing, or remand the matter to the director to cure a deficiency. PC decision final and may not be appealed to the CC.	Within 15 days from Commission decision, with Council needing majority to call for review in the same manner as an appeal by any other person. Such action shall not require any statement of reasons and shall not represent opposition to or support of an application or appeal.
Monterey	Appeal in writing within 10 days of decision by either City Manager or City Councilmember to call up without paying a fee. Basis for call up must be that the determination affects, impacts, or deals with matters of general policy in the City or may have significant impact on City facility or service.	Appeal in writing within 10 days of decision by either City Manager or City Councilmember to call up without paying a fee. Basis for call up must be that the determination affects, impacts, or deals with matters of general policy in the City or may have significant impact on City facility or service.
Pinole	10 calendar days from date of decision of Community Development Director or Zoning Administrator. Any appeal considered de novo.	Within 10 calendar days from date of decision of Planning Commission, with the Councilmember paying the standard \$500 appeal fee plus a \$2,500 deposit (refundable only if a Council majority agrees) and follow same process as from a member of the public. Any appeal considered de novo.
Pleasant Hill	Any decision of the zoning administrator may be called up for review by a planning commissioner, architectural review commissioner, or city Councilmember must be submitted in writing stating the reasons for appeal within 10 days of the mailed notice of decision with public hearing held within 45 days.	Any decision of the planning commission or architectural review commission may be called up for review by a member of the city Council in writing stating the reasons for appeal within 10 days of the mailed notice of decision with De Novo public hearing held in 45 days.
Redding	No Council call up provision	No Council call up provision
Redwood City		2 of 7 City Councilmembers must file written request to City Council within 15 days of notice of decision without filing fee to be heard at the next available City Council meeting.
San Pablo	Within 10 days of decision, administrative decisions can be called	Within 10 days of decision, a City Councilmember can call up a PC decision.

	up by Planning Commission or City Councilmember. There is a presumption that the reason for the review is that the action has significant and material effects on the quality of life within the city. No inference of bias shall be made or implied due to such a request for review being filed. De novo public hearing must occur within 30 days of appeal filing.	There is a presumption that the reason for the review is that the action has significant and material effects on the quality of life within the city. No inference of bias shall be made or implied due to such a request for review being filed. De novo public hearing must occur within 30 days of appeal filing.
Santa Clarita	A "certification of review" may be initiated for a decision on any discretionary application by one (1) or more of the members of the next level of designated review authority. For decisions of the Director or Hearing Officer a certification of review may be requested by any one (1) member of the Commission submitted no later than one (1) day prior to the day on which an appeal of the decision is due (15 days after decision) Certification shall not require any statement of reasons, and shall therefore not represent opposition to or support of an application. No fee shall be required.	Decisions of the Commission would require a "certification of review" requested by any one (1) member of the Council no later than one (1) day prior to the day on which an appeal of the decision is due (15 days after the decision). Certification shall not require any statement of reasons, and shall therefore not represent opposition to or support of an application. No fee shall be required.
Tiburon		City Council can call up decision with 2 members of Council.
Winters	Place on next PC agenda within 10 days of the decision so the PC confirms the zoning administrator decision	No special Council call up provisions in code, just regular public appeal process.

In addition to compiling the above information from other jurisdictions, staff also reviewed various materials discussing the appeals process, including a manual provided by the Institute for Local Government ("ILG") called, ["An Ounce of Prevention: Best Practices for Making Informed Land Use Decisions"](#), wherein Chapter 9 discusses appeals policy. The City Attorney and Assistant City Attorney also conducted research and provided feedback to staff on the legal requirements for planning appeals.

Based on the survey results, discussions with counsel, and a study of best practices, staff makes the following recommendations for Council consideration:

1. Consider as a threshold matter whether the Council wants to retain the "Council call up" process. While many jurisdictions have a process to allow for Councilmembers to appeal a planning decision, a few jurisdictions, such as Pinole and Redding, have no Council call up procedure, instead requiring a Councilmember to follow the same appeal process required of any member of the public, including payment of an appeal fee. The result of this limitation is that a Councilmember does not have the prerogative of calling a matter up, without being subject to the same rules and procedures required of a member of the public, including payment of appeal fees. On the other hand, a Councilmember, utilizing the same process as a member of the public (which may include paying appeal fees), could bring a planning matter before the full Council for review, without needing the approval of a quorum of his or her Council colleagues.
2. If the Council call up procedure is retained, staff recommends limiting the Council call up to major administrative approvals, with no Council call up for minor administrative approvals. Such minor approvals not subject to Council call up could include approval of business uses in existing buildings, zoning compliant signage, home-occupations, patio/accessory structure/home additions, temporary use permits, and the like. Similar to the appeal process in many cities that distinguishes between minor and major approvals, staff recommends that minor approvals made by the Planning Director be made appealable to the Planning Commission only and not City Council. Currently, any decision of the Planning Director or Planning Commission can be called up by the City Council. Under the current call up process, an applicant cannot act upon a staff approval until the Council appeal and call up timeframes have lapsed. The ILG manual referenced above suggests that the scope of an appeal "be limited to key decisions along the process, to avoid a result where every small determination may be appealed." The practical reason for adopting a limited call up process for minor administrative approvals is to avoid excessive delay for minor administrative approvals, and encourage economical use of staff resources.
3. If the Council call up procedure is retained, staff recommends modifying the current process whereby a matter is called up by the Council "at the meeting at which the notice of decision is presented to it" (PC 44.500). As discussed at the September 25, 2018 Council meeting, the current process is confusing, as the manner in which the notice of decision is to be presented is not specified. In the alternative, staff recommends requiring a Councilmember to call the matter up in the same manner as any member of the public, by filling out and submitting an appeal request form. This should be required whether or not the appeal fee is waived or reduced for an item called up by a Councilmember. The request can then be placed on the published agenda by the City Clerk for consideration at the next Council meeting, in full compliance with the Brown Act. By publishing the call up request in the Council agenda, the full Council as well as the public would be provided at least 72 hour notice of the upcoming discussion regarding the call up.

4. If the Council call up procedure is retained, staff recommends that the Council call up period be ten (10) calendar days from when the decision is posted, consistent with the time frame for members of the public as provided for in PC 44.600. Having a separate time frame for an appeal by a Councilmember is confusing, and to avoid confusion and promote consistency, staff recommends that a Councilmember be subject to the same process and time frame for call up as a member of the public is required to follow for an appeal. This is not to suggest that the discussion whether to approve the call up request must be heard within ten (10) calendar days; only that the call up request (appeal request) should be submitted within that time frame. The actual Council discussion would take place at a subsequent Council meeting that may or may not be convened within ten (10) calendar days from when the planning decision in question was posted.
5. If the Council call up procedure is retained, staff recommends requiring less than a Council quorum to approve a request to call up a planning decision. Staff discovered that very few call-up proceedings by other jurisdictions require a majority vote of the Council. Counsel has expressed concern that the current process requiring a quorum to approve a Councilmember's request to review a lower decision might create the appearance of bias if the Council as a body discusses in any detail the merits of the underlying decision that is subject to review. This is likely the reason that many jurisdictions that have Council call up procedures require less than a quorum of Councilmembers to schedule an appeal of a planning decision. The ILG manual states that a Council review of a lower decision must not create the appearance that the governing body is prejudging the matter by assuming jurisdiction and must avoid unconstitutional commingling of functions in an adversarial proceeding. This can be avoided by providing that less than a quorum (either a single Councilmember or two Councilmembers) be required for call up.
6. If the Council call up procedure is retained, staff recommends that Council review of a planning decision should be de novo. While the reasons for requesting an appeal can be required to be stated on the appeal form developed by staff, the appeal hearing should be de novo (not limited to the reasons stated on the appeal form). Having a de novo hearing eliminates potential due process issues, as staff and Council would not be in a position of having to determine, in the course of an open discussion, that certain evidence will not be heard.
7. If the Council call up procedure is retained, staff has no recommendation whether to require the Councilmember requesting the appeal to pay the appeal fee. Based on Council's direction during the last discussion, it appeared that Council did not want to have a Councilmember pay the appeal fee. Pinole seems to be an outlier as it is the only jurisdiction staff polled that specifically requires a Councilmember who calls up a planning matter to pay an appeal fee.

CONCLUSION:

Staff makes the above recommendations for Council consideration based on practical concerns with the current process, a review of the appeal process in other jurisdictions, best practices as advised by the Institute for Local Government (ILG) and other sources, and advice of counsel. Staff notes that any amendment to the planning appeal process would first require Planning Commission review and recommendation, pursuant to Section 52.200 of the Hercules Zoning Regulations.

ATTACHMENTS:

1. September 25, 2018 Staff Report – Appeals Process



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 25, 2018

TO: Members of the City Council

SUBMITTED BY: Holly Smyth, Planning Director

SUBJECT: Review of City's Appeal Policy Related to Planning Decisions

RECOMMENDED ACTION:

Discuss and provide direction if any.

FISCAL IMPACT OF RECOMMENDATION:

None at this time.

BACKGROUND:

At the June 12, 2018 City Council meeting, the Council requested scheduling of a future agenda item to discuss the appeal process under the planning code.

DISCUSSION:

As with most cities, the Hercules Zoning Ordinance differentiates between categories of permits, with minor and ministerial permits subject to final approval by staff, more complex and discretionary permits subject to Planning Commission review, and major permits subject to City Council review. The attached table outlines the various application types, states who normally has the final approval, and which body has appeal oversight.

Section 44.400 of the Zoning Ordinance states that the Community Development Director shall prepare a notice of decision for actions taken by the Community Development Director, Planning Commission, and City Council. The notice is required to be posted "within City Hall and mailed to (the) applicant" within 10 working days of the decision.

Pursuant to Section 44.600, appeals of actions taken by the Community Development Director, Planning Commission, and City Council can be filed by the applicant or a member of the public as follows:

"Any discretionary decision made by the Community Development Director where such decision is not designated as final by the Zoning Ordinance may be appealed to the Planning Commission by the applicant or any person affected by a determination or decision. An appeal requires filing a written appeal with the Community Development Director within 10 working days of the mailing or posting of the notice of decision.

Any determination or decision made by the Planning Commission may be appealed to the City Council by the applicant or any person affected by a determination or decision. An appeal requires filing a

written appeal with Community Development Director within 10 working days of the mailing or posting of the notice of decision.

The written appeal shall include the name and address of the person filing the appeal, the decision that is being appealed, a description of the grounds upon which the appeal is based, and applicable filing fees."

In addition to the general appeal process discussed above, the City Council can appeal a decision by "calling up" the decision pursuant to the process provided for in Section 44.500. This section states:

"The Council, through majority vote, may call up for review any decision of the Community Development Director or Planning Commission. The determination to call up for review shall be made by the Council at the meeting at which the notice of decision is presented to it, and the Council shall specify the issues to be reviewed. The Council shall hear and determine a decision that is called up for review in the same manner as an appeal."

Unlike the general appeal process delineated in Section 44.600, the language in Section 44.500 appears to link the Council's privilege to call up a decision to a "presentation" of the notice of decision, to occur at the same meeting where the item could be called up by the Council. Staff suggests, in order to avoid confusion and promote consistency, that Section 44.500 be made consistent with the requirements for posting a notice of decision provided in Section 45.400, so that Section 44.500 would read,

"The Council, through majority vote, may call up for review any decision of the Community Development Director or Planning Commission. The determination to call up for review shall be made by the Council at the meeting following the posting of the notice of decision pursuant to Section 44.400, and the Council shall specify the issues to be reviewed. The Council shall hear and determine a decision that is called up for review in the same manner as an appeal."

Staff also suggest that it may be beneficial to change the appeal period in Section 44.600 to 14 calendar days to more closely tie the appeal period to the usual 14 day cycle for Planning Commission and Council meetings. Additionally, Council may want to address timing as it relates to its "call-up" policy when the Council is dark for any period of time.

A summary of the types of applications, the approval authority, and the appeal process is provided below to assist the City Council in reviewing the appeal process.

Type of Application	Detail Description	Applicability Zoning Section	APPROVING BODY		
			Planning Director	Planning Commission	City Council
Administration Use Permit	Home Occupations, new businesses in existing bldgs.	35.270 50.000	Final approval	On appeal 44.600 or 50.400	Appeal/Calling up 44.600/44.500
Administrative Design Review Permit	Conforming sign permits and additions to single-family homes, accessory structures or fences	34.102 42.200	Final approval	On appeal per 42.600 or 34.103	Calling Up 42.600 or 44.500
Small Family Daycare	-Up to 8 children -7-14 children	State pre-empt 35.260	Non-discretionary Confirming letter	On appeal	Calling Up 42.600
Minor Exceptions (Admin Variance)	10% max variation from lot dimensions, setbacks, heights, site area, parking, landscaping	45.300	Final approval	On appeal per Chapter 44	Appeal/Calling up 44.600/44.500
Minor Modification	Modify an existing approvals parking, fencing, architectural features, colors, increase size by < 5%, reduced density, landscaping	46.300	Final approval	On appeal per Chapter 44	Appeal/Calling up 44.600/44.500
Temporary Use Permit	Activities occurring < 30 days / year (outdoor retail sales)	5.350 35.290	Final approval	On appeal 50.400	Appeal/Calling up 44.600/44.500
Temporary Use Permit	Activities occurring > 31 days/ year			Final approval	Appeal/Calling up 44.600/44.500
Design Review	New or modified commercial bldgs., Master Sign Programs, Pylon signs, Sign Variance,	34.103 42.200		Final approval	42.600 / 44.500 or 44.600 Appeal
Conceptual Planned Development Plan	Conceptual review of large complex projects that may be subject to controversy (no environmental review)	48.300	staff meetings but no formal action	Can include, but no formal action	Can include but no formal action
Initial Planned Development Plan	Focuses on review of a project's subdivision plan and/or site	48.400		Recommendation to CC	Final approval
Final Planned Development Plan	Planned Development Plan	48.500		Recommendation to CC	Final approval
Variance	Minor exception that exceeds the 10% limitation	51.300 45.300		Final approval	44.600 Appeal 44.500/51.500 Call up
Conditional Use Permit	Mini-storage facilities, permanent outdoor sales, service stations,	35.280, 35.290 35.330, 50.000		Final approval	44.600 Appeal 44.500/50.400 Call up
Special Use Permit (SUP)	Admin SUP allowed for limited facilities while PC approval for new Telecommunication Facilities		Limited to Modifications of existing	Final approval	44.600 Appeal 44.500/50.400 Call up
Zoning Text Amendments	Zoning Text or Map Amendments	52.300		Recommending Reso to CC	Final approval by Ordinance
General Plan Amendment or Specific Plan	General Plan Amendment			Recommendation to CC	Final approval by Resolution
Tentative Subdivision Maps	Tentative Subdivision Maps			Recommendation to CC	XX



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: Lori Martin, Administrative Services Director/City Clerk

SUBJECT: 2019 Council Appointments on Regional Committees and Council Subcommittees

RECOMMENDED ACTION:

Appointment of members of the City Council by the Mayor to both Regional Committees and Council Subcommittees.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

There was no commission or subcommittee review of this item.

FISCAL IMPACT OF RECOMMENDATION:

There is no fiscal impact associated with this item.

DISCUSSION:

In January of each year, the Mayor appoints members of the Council to both Regional Committees and Council Subcommittees for one year terms.

At the Council Meeting of December 11, 2018 the Mayor solicited interest and availability of Council Members to serve on these various bodies and Council Members shared their interest and availability in the various assignments. Attached is the proposed Regional Committees and City Subcommittees listing for 2019.

Any additional changes to the listing made tonight will be incorporated into the final approved Regional Committees and City Subcommittees listing for 2019.

ATTACHMENTS:

1. Proposed Regional Committee and City Subcommittee Listing for 2019.

**CITY COUNCIL REPRESENTATION ON REGIONAL COMMITTEES
AND CITY SUB-COMMITTEES**

Proposed Appointments by Mayor Romero – January 8, 2019

COMMITTEES	APPOINTED COUNCIL MEMBER	ALTERNATE	MEETING SCHEDULE AND/OR LOCATION
REGIONAL COMMITTEES			
ABAG 101 Eighth Street Oakland, CA 94607 510-464-7900 www.abag.ca.gov	Boulanger	Esquivias	Exec. Bd. Meets 3 rd Thursday every other month 7:00 p.m. (Jan., Mar., May, July, Sept. and Nov.) Attendance Optional
Contra Costa Mayors Conference http://www.ccmayors.org/	Romero	Esquivias	First Thursday/mo. – 6:30 p.m. Location Rotates
Hercules/Pinole - Wastewater Management	Romero/Esquivias	Boulanger	1 st Thursday/mo. – 8:30 a.m. Location alternates with City of Pinole
League of Cities-E. Bay Division	Kelley	Esquivias	4 th Thurs./mo. – Bd. Mtg. - 6:30 p.m. Location Rotates
Capital Corridor JPA Board (Liaison)	Romero	Esquivias	3 rd Wed/Feb., June, Sept. Nov. – 10:00 a.m., alternates SJ, Sacramento and Suisan
Water Emergency Transportation Authority (WETA) Liaison	Esquivias	Bailey	2 nd Thursday/mo. – 1:00 p.m., alternates between SF and Alameda
West County Integrated Waste Mgmt JPA (WCCIWMA) One Alvarado Square San Pablo, CA 94806 510-215-3125 www.recyclemore.com	Romero	Boulanger	2 nd Thursday/mo. – 7:00 p.m. San Pablo City Hall – Council Chambers- One Alvarado Sq., San Pablo <i>Form 806 required - \$50 stipend Form 700 required</i>
WCCTAC 13831 San Pablo Avenue San Pablo, CA 94806 510-215-3221 www.wcctac.org	Kelley	Bailey	Last Friday/mo. – 8:00 a.m. El Cerrito City Hall <i>Form 700 Required</i>
West Co. Mayors & Supervisors Assoc.	Romero	Esquivias	4 th Thursday/mo. – 8:00 a.m. The location rotates
WestCat 601 Walter Avenue Pinole, CA 94564 www.westcat.org	Bailey/Kelley	Esquivias	2 nd Thursday/mo. – 6:00 p.m. Pinole Council Chambers, Pear St. <i>Form 700 required</i>

CITY COMMITTEES			
COMMITTEES	APPOINTED COUNCIL MEMBER	ALTERNATE	MEETING SCHEDULE AND/OR LOCATION
Agenda Setting	Romero	Esquivias	Thursday prior to meeting 8:00 a.m.
Economic Development Subcommittee	Boulanger/ Esquivias	Bailey	As needed and at least quarterly
Education Subcommittee	Kelley/Bailey	Boulanger	As needed and at least quarterly
Public Safety/Traffic	Kelley/Boulanger	Bailey	As needed and at least quarterly
CITY COMMISSIONS – COUNCIL LIAISONS			
Planning Commission	Bailey/Boulanger		1 st and 3 rd Mondays
Community & Library Services Commission	Romero/Bailey		2 nd Monday
Finance Commission	Boulanger/Esquivias		4 th Monday

COMMITTEES NOT ASSIGNED BY THE CITY COUNCIL			
East Bay Economic Development Alliance	Kelley		Not a City Appointment (Appointed by CC Mayors)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 8, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager

SUBJECT: Review Upcoming Council Agenda Items List

RECOMMENDED ACTION:

Review, Discuss and Provide Direction.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

Not Applicable

FISCAL IMPACT OF RECOMMENDATION:

None as a result of this item.

DISCUSSION: The City Council has requested that the Upcoming Council Agenda Items List be reviewed on a quarterly basis by the full Council. This list is kept on an updated basis as a tool to assist staff and the City Council in tracking items staff is planning on placing on future agendas, and includes future items requested by City Council consensus or action. Items requested by the City Council are noted as (Consensus).

The list is updated by the City Clerk following each City Council meeting and is reviewed each week in the City Manager's Department Head Team meeting.

The list was last reviewed by the full Council on October 9, 2018.

ATTACHMENTS:

1. Upcoming Council Agenda Items

Upcoming Agenda Items - Revised 1/2/19

PENDING	Item	Staff Responsible	Status of the Item			
	Update on Sign Ordinance content	Tang	Reviewed 10/11/16. Recent changes to the law. Schedule after additional information obtained from League and others regarding model ordinance.			
	Quarterly Review of Agenda Items (put on Jan Agenda)	Biggs	Every Quarter			
	Housing RDA Successor Agency - Reconsider becoming Housing Successor Agency (Romero - 031318)	Biggs				
	Parking Restrictions Street Sweeping (continued discussion from 6/26/18 mtg - council consensus)	Roberts	Fall 2018			
	Implementation of Dev Agrmt based Affordable Housing (Consensus 071018)	Biggs				
	Impact of Reduced Recycling Revenues (Consensus 071018)	Biggs				
	Discussion of Noticing Requirements (D.Biggs 091118)	Biggs				
	MOU with David Curry for Interim Bus Service	Biggs				
	Hercules Middle School Maker Faire (C.Kelley) (File#18-278)		March 2019			
	Queen Anne Update	Smyth				
	Vacate Portion of Linus Pauling (Public Hearing)	Smyth				
	Fire District Nexus Study Discussion (Maybe 6pm Workshop)	Biggs				
	Library Presentation - Lynne Noone - Prefers 2nd Jan mtg or Feb mtg - To be presented at CLSC before City Council	Martin	Jan 2019			
	Balconies on new construction (06/12/18 - Romero)	Smyth/Tang	(New State Law may have addressed this - review pending)			
	Acceptance of 2 new City Parks in Muir Point	Smyth/Roberts				
	CLSC - Nonprofit Renewals (12/11/18 - Boulanger)	Roke				
	SB 946 Safe Sidewalks Vending Act	Biggs				

Upcoming Agenda Items - Revised 1/2/19

Scheduled Meeting Date	Item	Staff Responsible	Presentation	Public Hearing	Consent	Discussion/ Action
1/8/2019						
PH Notice due to LM: Mon 12/18/18 Noon						
Packet Distribution:	Introductions of School Board Members		X			
	WWTP Update	Roberts	X			
1/3/2019	Quarterly Review of Pending Agenda Items	Biggs				X
	Republic Services 2019 rate increase request	Roberts		X		
	Award of Sewer Main Replacement Design Contract	Roberts				X
	Ledcor Bayfront Update & Next Phase Concepts	Biggs				X
	Review of City Appeal Process (D.Romero 041218 - File 18-321)	Smyth/Tang				X
	ROPS	Sato / Biggs				X
	Regional Committee Assignments (make appointments)	Martin				X
	Acceptance of 2018 Street Maintenance Project	Roberts			X	
	CalPERS Reso of Intent to Amend Contract & 1st Reading of Ordinance (Employee Cost Sharing Arrangement)	Martin/Biggs		X		
	2nd Reading - Hilltown DA Amendment - Ord 516	Biggs/Tang			X	
	Prof Svcs Agmt withCarollo for the Design of the Sewer Main Replacement from Duck Pond Park to the WWTP	Biggs/Tang				X
Scheduled Meeting Date	Item	Staff Responsible	Presentation	Public Hearing	Consent	Discussion/ Action
1/22/2019						
PH Notice due to LM: Mon 1/8/19 Noon						
Packet Distribution:	Recognition of Ed Dean - Retiring Police Reserve Officer	Imboden	X			
1/17/2019	Award of Consultant Contract for Sewer Rate Study	Roberts				X
	Adoption of Sanitary Sewer Management Plan	Roberts				X
	Extension of Contract to West Yost & Assoc for Engineering Staff Augmentation Services	Roberts				X
	Multi-family Smoking Ordinance Prohibition	Tang/Smyth		X		
	Traffic Impact Fee Nexus Study Workshop	Smyth				X
	CCTV MOU for Cable Broadcasting Services	Martin				X
	FY 17-18 Audit Presentation	Sato/Biggs				X
	Review of Ethics & Nepotism Policies	Tang			X	
	Banner Program Discussion	Roke				X
	Acceptance of Refugio Valley Pathway Project	Roberts			X	
	Acceptance of Duck Pond Park Improvements Project	Roberts			X	

Upcoming Agenda Items - Revised 1/2/19

	Approve Profesional Services Agreement with Urban Futures for Financial Advisory Services	Biggs				X
Scheduled Meeting Date	Item	Staff Responsible	Presentation	Public Hearing	Consent	Discussion/ Action
2/12/2019						
PH Notice due to LM: Mon 1/29/19 Noon						
Packet Distribution:	Acceptance of new Master Cooperative Agreement with WCCTAC and update of STMP Ordinance in HMC	Smyth				X
2/7/2019	Approval of Regional STMP Fee	Smyth		X		
	2nd Reading of Ordinance - CalPERS Contract Amendment	Martin				X
	Award of Consultant Contract to Bellecci for Willow/Palm Project	Roberts				X
	TEFRA Hearing & Bond Financing Approval for Willow Glen	Biggs		X		
Scheduled Meeting Date	Item	Staff Responsible	Presentation	Public Hearing	Consent	Discussion/ Action
2/26/2019						
PH Notice due to LM: Mon 2/12/19 Noon						
Packet Distribution:	Mid Year Budget Review	Finance Director				X
2/21/2019						
Scheduled Meeting Date	Item	Staff Responsible	Presentation	Public Hearing	Consent	Discussion/ Action
3/12/2019						
PH Notice due to LM: Mon 2/26/19 Noon						
Packet Distribution:						
3/7/2019						

Upcoming Agenda Items - Revised 1/2/19

JANUARY	Successor Agency to RDA - ROPS					
	Regional Appointments					X
	Review of Council Policies - Ethics, Nepotism, etc.					X
FEBRUARY	Mid-Year Budget Review					
MARCH	Annual Housing Report			X		
APRIL	Budget Revenues - Review					X
MAY	Calling November Election (even numbered years)				X	
	Budget Expenditures - Review					X
	Quarterly Review of Future Agenda Items					X
	City Manager Eval					
JUNE	Budget Adoption and authorizing annual Contracts					X
	Annual renewals of LLADS					X
	Annual Fiber Optic Broadband per Resolution 16-084					X
JULY						
AUGUST						
SEPTEMBER	Quarterly Review of Future Agenda Items					X
	City Attorney Eval					
OCTOBER	Amend Conflict of Interest Code (even numbered years)				X	
NOVEMBER	Commission Interviews					X
	1st Qtr Revenue & Expenditure Report					X
	Maddy Act					
DECEMBER	Commission Appointments					X
	Reorganization of Council					X
	Confirming Election Results (even numbered years)				X	
	Quarterly Review of Future Agenda Items					X