

City of Hercules

111 Civic Drive
Hercules, CA 94547



Meeting Agenda

Tuesday, January 22, 2019

6:00 PM

CLOSED SESSION - 6:00 P.M.
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 – 6:00 P.M. CALL TO ORDER - ROLL CALL

II. PUBLIC COMMUNICATION - CLOSED SESSION ITEMS

III. CONVENE INTO CLOSED SESSION

The Hercules City Council will meet in Closed Session regarding the following:

1. [19-449](#) Pursuant to Government Code Section 54956.9 (d)(2), Conference with Legal Counsel - Potential Litigation - Exposure to litigation in one (1) case: Disputes regarding Taylor Morrison's share of costs for construction of a retention basin at Parcel C, and park fee credit use.
2. [19-450](#) Pursuant to Government Code Section 54956.9(a), Conference with Legal Counsel - Pending Litigation - Significant exposure to litigation in one (1) case regarding Due Diligence Review (DDR) determination from the California Department of Finance.

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. [19-445](#) Proclamation in Recognition of Reserve Police Officer Ed Dean on his Retirement

Attachments: [Proclamation](#)

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

XII. CONSENT CALENDAR

1. [19-438](#) **Meeting Minutes**
Recommendation: Approve the Regular Meeting Minutes of January 8, 2019.

Attachments: [Minutes - 010819 - Regular](#)

2. [19-444](#) **Annual Review of 1) Anti-Nepotism and Anti-Cronyism Ordinance; 2) Hercules Ethics Policy; 3) Council Rules of Procedure**
Recommendation: Receive report, discuss and provide direction, if any.

Attachments: [2019 Staff Report - nepotism ethics update council staff report 190122](#)

[Attach 1 - Nepotism Cronyism Ordinance](#)

[Attach 2 - Ethics Policy 13-051](#)

XIII. DISCUSSION AND/OR ACTION ITEMS

1. [19-437](#) **FY 2017/18 Comprehensive Annual Financial Reports**
Recommendation: Receive the FY 2017/18 Comprehensive Annual Financial Reports and Accept the Audited Statements.

Attachments: [Staff Report - Annual Audit SR 01222019 final](#)

[FY 2018 Hercules Annual Financial Report](#)

[FY 2018 Hercules GANN Limit Report](#)

[FY 2018 Hercules Measure B Report](#)

[FY 2018 Hercules Measure C Report](#)

[FY 2018 Hercules Public Financing Authority Report](#)

[FY 2018 Hercules Single Audit Report](#)

[FY 2018 Hercules Wasterwater Fund Report](#)

[FY 2018 Letter from CliftonLarsonAllen](#)

2. [19-436](#) **Approve a Professional Services Agreement with Urban Futures for Financial Advisory Services**
Recommendation: Adopt a Resolution approving a Professional Services Agreement with Urban Futures for Financial Advisory Services.
- Attachments:** [Staff Report - Financial Advisory Services 01222019](#)
[Attach 1 - Resolution Urban Futures PSA](#)
[Attach 2 - Professional Services Agreement Urban Futures](#)
[Attach 3 -UFI Description](#)
3. [19-440](#) **Adoption of the January 2019 Sewer System Management Plan**
Recommendation: Adopt a Resolution approving the January 2019 Sewer System Management Plan.
- Attachments:** [Staff Report - Sanitary Sewer Management Plan](#)
[Attach 1 - Resolution - Sanitary Sewer Management Plan](#)
[Attach 2 - CityofHerculesSSMP 01.15.2019](#)
4. [19-442](#) **Agreement with West Yost for Engineering Services to Advance the Wastewater Program**
Recommendation: Adopt a Resolution authorizing the City Manager to execute an agreement with West Yost in the not to exceed amount of \$153,039 for engineering services to advance the City's wastewater program.
- Attachments:** [Staff Report - West Yost Contract 190122](#)
[Attach 1 - Resolution - West Yost Contract 190122](#)
[Attach 2 - West Yost PSA 190122](#)
[Attach 2a - Exhibit A West Yost Wastewater Engineering Services Scope 01-16-19 v2](#)
[Attach 2b - Exhibit B West Yost Wastewater Engineering Services budget submitted 01-16](#)
[Attach 3 - Collection System Map](#)
5. [19-446](#) **Update on Contra Costa County Providing Cable Broadcasting Service through Contra Costa TV (CCTV)**
Recommendation: Receive report.
- Attachments:** [Staff Report - Cable Broadcasting Update](#)
6. [19-443](#) **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:** [Supplemental Staff Report - Appeals Process](#)
[Staff Report - CC Discussion on Appeal Process 1-8-2019 -jpt](#)
[Attach 1 - September 25, 2018 CC Staff Report - Appeals Process](#)

7. [19-441](#) **City Street Sweeping Program Update**

Recommendation: Receive report, discuss, and provide direction, if any.

Attachments: [Staff Report - Street Sweeping Program Update 2](#)
 [Attach 1 - Street Sweeping Map - January 2019](#)
 [Attach 2 - 17-041 - Clean Street - Street Sweeping Contract](#)

8. [19-448](#) **City Banner Program Update**

Recommendation: Receive report, discuss, and provide direction, if any.

Attachments: [Staff Report - City Banner Program - FY1819 - 1-22-19](#)
 [Attach 1 - Banner Policy](#)
 [Attach 2 - Banner use 2017-18](#)

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, February 12, 2019 at 7:00 p.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 17, 2019)

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

1. SPECIAL ACCOMODATIONS: 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.

PROCLAMATION

RECOGNIZING RESERVE OFFICER ED DEAN UPON HIS RETIREMENT FOR OVER EIGHTEEN YEARS OF DEDICATED AND EXCEPTIONAL VOLUNTEER SERVICE TO THE HERCULES POLICE DEPARTMENT AND CITY OF HERCULES

WHEREAS, in 2000, Ed Dean began his law enforcement career as a Reserve Police Officer with the Hercules Police Department, volunteering his time, expertise and experience; and

WHEREAS, Reserve Officer Dean contributed thousands of hours of volunteer work over the course of eighteen years to help protect the residents and visitors to the City of Hercules ; and

WHEREAS, Reserve Officer Dean made himself available to work patrol, special events including the 4th of July Parade and fireworks show, Cultural Festivals, National Night Out; and

WHEREAS, Reserve Officer Dean continued to work a regular full time civilian job during the time he spent volunteering for the City, while raising a family; and

WHEREAS, Reserve Officer Dean devoted his time to attend annual Reserve Officer Conferences, Range Training, Defensive Tactics Training, Emergency Vehicle Operations Training and other mandated trainings; and

WHEREAS, during tough economic times for the City, Reserve Officer Dean donated hours working patrol during the graveyard and day shifts to supplement the staff when shifts could not be covered after the loss of several paid officers; and

WHEREAS, Reserve Officer Dean spent countless hours in court testifying, transporting prisoners, and answering call outs for critical incidents which took him away from his job and his family; and

WHEREAS, Reserve Officer Dean assisted in organizing the departments Property and Evidence Room, and gave up paid work days to help guard and assist with evidence at large or high profile crime scenes; and

WHEREAS, Reserve Officer Dean was certified to operate the Special Response Team Van, the Emergency Operations Mobile Command Vehicle, and the Dual Purpose Motorcycles, and volunteered to operate these vehicles to free up paid Officers to do other tasks; and

WHEREAS, Reserve Officer Dean retired on November 19, 2018, after a long and successful Law Enforcement Career.

NOW THEREFORE BE IT PROCLAIMED that I, Dan Romero, Mayor of the City of Hercules, on behalf of the entire City Council and the Hercules Community, do hereby recognize and express appreciation to Reserve Officer Ed Dean for over 18 years of outstanding service to the Hercules Police Department, Hercules community, and the law enforcement profession, and extend to him sincere best wishes for continued success in all future endeavors.

In witness whereof, I hereunto set my hand and cause the Seal of the City of Hercules to be affixed this January 22nd, 2019.

Dan Romero, Mayor



City of Hercules

111 Civic Drive
Hercules, CA 94547

Meeting Minutes

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

Tuesday, January 8, 2019

7:00 PM

Council Chambers

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

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

Present: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

V. REPORT ON ACTION TAKEN IN CLOSED SESSION

VI. PLEDGE OF ALLEGIANCE

VII. MOMENT OF SILENCE

Mayor Romero called for a moment of silence for Newman Police Officer Ronil Singh who was fatally shot in the line of duty on December 26, 2018.

VIII. INTRODUCTIONS/PRESENTATIONS/COMMISSION REPORTS

1. [19-421](#) Introduction of School Board Members

Newly elected School Board members, Tom Panas, Board President, Stephanie Hernandez-Jarvis, Board Trustee, and Lara Consuelo, Board Trustee introduced themselves to the City Council and audience.

2. [19-419](#) Wastewater Treatment Plant Construction Update by Mike Warriner
- Mike Warriner from Carollo Engineering presented an update on the Wastewater Treatment Plant construction project. City Council asked questions and provided comments.

IX. AGENDA ADDITIONS/DELETIONS

Mayor Romero requested that Item XIII.5, Review of City's Appeal Policy be tabled to the next meeting so that Vice Mayor Esquivias will be present to discuss the item. There were no objections to Mayor Romero's request.

X. PUBLIC COMMUNICATIONS

Public Speaker: Lynne Noone.

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.

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

Mayor Romero opened the public hearing at 7:33 p.m.

Public Speaker: Pil Orbison

Mayor Romero closed the public hearing at 7:37 p.m.

MOTION: A motion was made by Council Member Kelley, seconded by Council Member Boulanger, to adopt the Resolution of Intention to approve an amendment to the contract between the Board of Administration California Public Employees Retirement System and the City of Hercules . The motion carried by the following vote:

Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

MOTION: A motion was made by Council Member Bailey, seconded by Council Member Kelley, to waive the reading and approve the introduction of an Ordinance authorizing an amendment to the Contract between the Board of Administration California Public Employees Retirement System and the City of Hercules. The motion carried by the following vote:

Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

XII. CONSENT CALENDAR

MOTION: A motion was made by Council Member Boulanger, seconded by Council Member Kelley, to adopt the consent calendar. The motion carried by the following vote:

Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

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

XIII. DISCUSSION AND/OR ACTION ITEMS

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

Pat Patterson and Ben Ortega of Ledcor provided an update on the project. Chris Haeggglund of BAR Architects provided additional information.

City Council asked questions and provided comments.

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.

City Manager Biggs introduced the item. Public Works Director Roberts provided a staff report. Ann Prudhel from Carollo gave a presentation on the project.

City Council asked questions and provided comments.

Public Speaker: Pil Orbison.

MOTION: A motion was made by Council Member Kelley, seconded by Council Member Bailey, to adopt Resolution 19-002. The motion carried by the following vote:

Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

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.

City Manager Biggs introduced the item and Public Works Director Roberts provided a staff report.

MOTION: A motion was made by Council Member Bailey, seconded by Council Member Kelley, to adopt Resolution 19-003. The motion carried by the following vote:

Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley

Absent: 1 - Vice Mayor R. Esquivias

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).
City Manager Biggs introduced the item and provided a staff report.
MOTION: A motion was made by Council Member Boulanger, seconded by Kelley, to adopt. The motion carried by the following vote:
Aye: 4 - Mayor D. Romero, Council Member G. Boulanger, Council Member D. Bailey, and Council Member C. Kelley
Absent: 1 - Vice Mayor R. Esquivias
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.
Item tabled to the next meeting.
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.
City Clerk Martin introduced the item and provided a staff report. City Council discussed and by consensus approved the Regional Committees and Council Subcommittees as presented.
7. [18-405](#) **Review Upcoming Council Agenda Items List**
Recommendation: Review, discuss and provide direction.
City Council reviewed the agenda pending items list and requested an update at an upcoming meeting on the Queen Anne building and requested a discussion item at the next meeting for an update on the street sweeping.

XIV. PUBLIC COMMUNICATIONS

None.

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**

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

Council Member Boulanger requested a future agenda item to discuss bus service from San Pablo to the Bayfront area.

XVI. ADJOURNMENT

Mayor Romero adjourned the meeting at 10:24 p.m. in the memory of Celia "Sally" Camacho.

Dan Romero, Mayor

Attest:

Lori Martin, MMC
Administrative Services Director/City Clerk



REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Mayor Romero and Members of the City Council

SUBMITTED BY: J. Patrick Tang, City Attorney

SUBJECT: Update Regarding the Following Matters:
1) Anti-Nepotism and Anti-Cronyism Ordinance;
2) Hercules Ethics Policy.

RECOMMENDED ACTION:

Accept and discuss report; provide direction to staff.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

The measures discussed in this report stem from recommendations made by the Citizen's Legal Advisory Committee (also referred to as the Legal Ad Hoc Committee), which served the City from 2011 to 2013.

FISCAL IMPACT OF RECOMMENDATION:

None.

SUMMARY:

As discussed in this report:

1) As reported to you in prior annual reports, since its enactment and for the period since the last report to Council up to now, there have been no known violations of the Anti-Nepotism and Anti-Cronyism Policy. The reporting requirements contained within the Policy have been incorporated by staff.

2) Staff is committed to fully implementing the requirements of the Hercules Ethics Policy in 2019.

BACKGROUND:

With the election of reform minded council members starting in November 2010, Hercules public officials have attempted to close loopholes in state conflict of interest laws, and to make local government more transparent and accountable. The Citizen's Legal Advisory Committee (also referred to as the Legal Ad Hoc Committee), which served the City from 2011 to 2013, was tasked by the new City Council to study and propose local measures to increase transparency and accountability in local government. The matters discussed in this report stem in large part from the recommendations of this Citizen's Committee.

DISCUSSION:

1. Anti-Nepotism and Anti-Cronyism Ordinance.

Initially adopted by the City Council by resolution on June 19, 2012, and then finally by ordinance on April 28, 2015, this measure is intended to prevent the hiring and employment of, and the award of contracts to, individuals related by blood or marriage to public officials. It also prohibits employment or contracting with individuals or firms who have a "crony" relationship with public officials. The provisions are codified in the Hercules Municipal Code, Title 2, Chapter 3, Article 4, entitled, "*Prevention of Nepotism and Cronyism in Employment and Contracting.*"

Since the passage of the original measure in June of 2012 to now, there have been no instances in the City of Hercules involving the employment of, or contracting with, prohibited individuals or businesses. Public officials are required annually to sign an acknowledgment confirming that they have reviewed the requirements of the ordinance. Contractors are required to submit as part of their bid package and/or contracting documents that they are not in violation of the requirements. These acknowledgment and reporting requirements have been fully implemented since the adoption of the final ordinance and are being tracked by the City Clerk and those members of city staff who are responsible for putting together contract documents.

2. Hercules Ethics Policy.

Upon the recommendation of the Citizen's Legal Advisory Committee, and after discussion and due consideration, the City Council on May 28, 2013, passed by a unanimous vote Resolution No. 13-051 establishing the City of Hercules Ethics Policy.

The Ethics Policy sets forth a number of ethical expectations for elected officials, and appointed members of the City's boards and commissions ("Members"). The five page policy enumerates the basic and broad requirements that Members shall comply with all laws pertaining to their public duties (Sec. 2). It requires that Members conduct the public's business without even the appearance of impropriety, and refrain from abusive conduct (Sec. 3). Members must respect the public process and rules of order (Sec. 4), and make decisions based on merit (Sec. 6). Members should share with the public information they obtained from sources outside the public decision making process (Sec. 7). Members should abide by conflict of interest laws and financial disclosure laws, and shall not participate in a matter even when there is no statutory violation involved, if their participation presents the appearance of impropriety (Sec. 8). Members shall refrain from receiving gifts which might compromise their independence of judgment or which give the appearance of being compromised (Sec. 9). Council members shall not unduly influence Members serving on boards and commissions

(Sec. 15). Members are reminded that they have taken an oath of office, and that they have a duty to disclose corruption, abuse, or other violation of law (Sec. 17). Violation of the Policy by a member of a commission, board or committee, may result in the removal of that person from office (Sec. 19).

Under Section 18, it is stated that the Policy is intended to be self-enforcing. For this reason, based upon the language in the resolution, the Policy was intended to be part of the regular orientation for elected and appointed officials. Going forward, all future training materials will be revised to include a discussion of the Ethics Policy, and beginning in 2018, all sitting and future Members are required to sign a statement prepared for the purpose of acknowledging that they have read, and that they understand, the policy.

ATTACHMENTS:

Attachment 1 – Anti-Nepotism and Anti-Cronyism Ordinance.

Attachment 2 – Resolution No. 13-051 Adopting City of Hercules Ethics Policy

HERCULES MUNICIPAL CODE

Article 4. Prevention of Nepotism and Cronyism in Employment and Contracting

Sec. 2-3.401 Purpose.

In adopting this Article, it is the intent of the City Council to prohibit the contracting with, and employment of, relatives and friends of City officials, to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, contracting and/or transfer practices of the City.

The regulations established by this Article shall apply to all City officials, as defined herein, and to all individuals or firms who provide services to the City as independent contractors or paid consultants. (Ord. 486 § 1 (part), 2015)

Sec. 2-3.402 Definitions.

“City” as used herein shall mean the City of Hercules, California.

“City officials,” for the purposes of this Article, means City elected officials, City appointed officials, appointees to City ad hoc or standing committees, appointees to City commissions, and City employees, including all individuals who are employed by the City Manager, City Attorney, and City Clerk, as well as all employees of City agencies and departments.

“Consensual romantic and/or sexual relationship” means any consensual romantic and/or sexual relationship between a City official or contractor and any City official who may supervise him or her directly or indirectly, or who may influence the terms and conditions of his or her employment or contract with the City.

“Contractor” means any individual or firm providing material, equipment, or services to the City pursuant to a written or oral agreement with the City as an independent contractor or consultant, and not as an employee.

“Cronyism” means making an employment or contracting decision based upon personal, political, financial, or commercial relationships instead of merit when the person or entity benefiting from the employment, promotion, supervision or contract does not have the qualifications for the position or contract, or is being compensated at a rate that is more than the rate that would be paid other employees or contractors performing the same or similar functions.

“Family relationship” means a relationship by blood, adoption, marriage, domestic partnership, foster care, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, foster children, uncles, aunts, nephews, nieces, first cousins, second cousins,

siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

“Nepotism” means employing, promoting, supervising or contracting with a person or persons who have a family relationship or a consensual romantic and/or sexual relationship with a City official. (Ord. 486 § 1 (part), 2015)

Sec. 2-3.403 Restricting Nepotism and Cronyism in Public Employment.

(a) Statement of Policy. It is the policy of the City of Hercules to hire, promote, and transfer employees on the basis of individual merit and to avoid favoritism or discrimination in making such decisions. The employment of relatives of City officials, in positions where one (1) might have influence over the other's status or job security, is regarded as a violation of this Section. Nepotism and cronyism, as defined in Section [2-3.402](#), are prohibited from City employment decisions to the full extent permitted by law.

It is therefore the City's policy to prohibit nepotism and cronyism in public employment according to the guidelines below:

- (1) An individual will not be hired, promoted, transferred, or otherwise placed into a position when a person with whom the individual has a family relationship or consensual romantic and/or sexual relationship occupies a position in his or her direct supervisory chain of command.
- (2) Individuals will not be hired, promoted, transferred, or otherwise placed into a position when to do so would constitute cronyism.
- (3) Department heads are prohibited from employing or supervising any person with whom the department head has a family relationship or consensual romantic and/or sexual relationship within his/her department in any capacity in which that person may receive compensation.
- (4) Department heads are prohibited from employing or supervising any individual, when to do so would constitute cronyism.
- (5) City positions should be advertised to the public and filled pursuant to an objective selection process based upon qualification.

(b) Resolving a Violation. In the event nepotism or cronyism arises due to circumstances such as through promotion, transfer, the development of a consensual romantic and/or sexual relationship or marriage, the involved individuals have six (6) months in which to settle the issue voluntarily (i.e., by having one (1) of them change assignment or leave City employment).

If the affected parties are unable to resolve the situation within the time provided, their immediate supervisors will review the case at the end of the six (6) month period. The supervisor's decision

concerning which employee must change assignment, made after consultation with the Director of Human Resources, will be binding.

(c) Responsibility to Report. It is the responsibility of a City official to report a violation of this Section. A City employee must notify his/her supervisor, and it is the responsibility of an elected or appointed official to notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when any of the following situations occur:

(1) When a person who is hired or appointed, or is being considered to be hired or appointed, has a family relationship or consensual romantic and/or sexual relationship with a City official; and/or

(2) When a City official has or develops a family relationship or consensual romantic and/or sexual relationship with another City official who occupies a position in his or her direct supervisory chain of command; and/or

(3) When hiring, promotion, appointment or supervision of a City official constitutes cronyism as defined in Section [2-3.402](#).

The intent of this Section is to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, and/or transfer practices of the City.

(d) Penalty for Failure to Report. A City official, other than an elected official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of any employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to discipline, including but not limited to suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of an employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to censure. (Ord. 486 § 1 (part), 2015)

Sec. 2-3.404 Restricting Nepotism and Cronyism in Public Contracting.

(a) Statement of Policy. 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.

It is therefore the City's policy to prohibit nepotism and cronyism in City contracts, according to the guidelines below:

(1) An individual contractor shall not be awarded a contract with the City when the contractor has a family relationship or consensual romantic and/or sexual relationship with a City official who may have some influence over the award or management of the contract, or when the award of a contract to that individual contractor would constitute nepotism or cronyism.

(2) Firms shall not be awarded contracts with the City when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with a City official who may have some influence over the award or management of the contract, or when the award of a contract to a firm would constitute nepotism or cronyism.

(3) A City official is prohibited from awarding contracts to any individual with whom he or she has a family relationship or consensual romantic and/or sexual relationship, or to any firm when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with the employee or official, or when to do so would constitute nepotism or cronyism.

The intent of this Section is to ensure that no conflict of interest, favoritism, or discrimination enters into the contracting practices of the City.

(b) Responsibility to Report a Violation of Regulations Against Contracting with Relatives or Contracts that Constitute Cronyism. It is the responsibility of a City official to report a violation of this Section. A City employee must notify his or her supervisor, and an elected or appointed official must notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when he or she is aware of any of the following situations:

(1) When a person who has a family relationship or consensual romantic and/or sexual relationship with a City official is being considered for the award of a contract to provide services to the City; and/or

(2) When a City official has or develops a family relationship or a romantic and/or consensual sexual relationship with a person who has an existing contract to provide services to the City; and/or

(3) When the award of a contract would constitute nepotism or cronyism as defined in Section [2-3.402](#).

(c) Penalty for Failure to Report. A City official, other than an elected city official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section, and fails to report the violation, is subject to discipline, including, but not limited to, suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section, and fails to report the violation, is subject to censure.

A contractor who has a contract with the City or who seeks a contract with the City and fails to report that a person with whom she or he has a family relationship or consensual romantic and/or sexual relationship is employed by the City or is a City official, or that the award of the contract constitutes cronyism in violation of this Section, may have his or her contract terminated and may be precluded from being awarded any future contracts with the City. (Ord. 486 § 1 (part), 2015)

Sec. 2-3.405 Penalties Not Exclusive.

The penalties provided under this Article are not exclusive, and do not preclude punishment under any other applicable provision of law. (Ord. 486 § 1 (part), 2015)

Sec. 2-3.406 Notice and Acknowledgment.

(a) The requirements of this Article shall be acknowledged annually by all City officials who are required to comply with State of California financial disclosure requirements, on a form developed by the City Attorney and provided by the City Clerk. The written acknowledgment must be submitted at the time such financial disclosures are required to be submitted.

(b) All contractors and prospective contractors shall be notified in writing of the requirements of this Article at the time the City issues a request for proposals or qualifications, and prior to entering into a sole source agreement. (Ord. 486 § 1 (part), 2015)

RESOLUTION NO. 13-051

RESOLUTION OF THE HERCULES CITY COUNCIL ADOPTING AN ETHICS POLICY TO ASSURE PUBLIC CONFIDENCE IN THE INTEGRITY OF LOCAL GOVERNMENT AND ITS EFFECTIVE AND FAIR OPERATION

WHEREAS, the citizens and businesses of Hercules are entitled to have fair, ethical and accountable government which earns the public's full confidence for integrity; and

WHEREAS, the effective functioning of democratic government therefore requires that public officials and appointed members of the City's commissions, boards and committees, including ad hoc committees, comply with both the letter and spirit of the laws affecting the operations of government; and

WHEREAS, public officials and appointed members of the City's commissions, boards and committees, including ad hoc committees, must show that they are independent, impartial and fair in their judgment and actions; and

WHEREAS, public deliberations and processes must be conducted openly, except when closed session is permissible under State law, and must be conducted in an atmosphere of respect and civility; and

WHEREAS, all public resources are held in trust for the people, and must be used for the public good, not for personal gain; and

WHEREAS, nothing in this Resolution is intended to limit or otherwise infringe on the First Amendment rights of free speech or association of public officials and appointed members of the City's commissions, boards and committees, including ad hoc committees, or to conflict with any other federal, state or local laws.

NOW, THEREFORE, in furtherance of the above-mentioned goals and values, the Hercules City Council hereby resolves to adopt this Ethics Policy which shall apply to all City Officials, including elected and appointed officials and appointed members of the City's commissions, boards and committees, including ad hoc committees (collectively "Members"), to assure public confidence in the integrity of local government and its effective and fair operation. Persons who participate without appointment on a City task force are not subject to the requirements of this Ethics Policy.

PRINCIPLES

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, Members will work for the common good of the people of Hercules and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Hercules City Council, commissions, boards, and committees.

2. **Comply with the Law**

Members shall comply with the laws of the nation, the State of California, and the City of Hercules in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; the Hercules Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Members shall also comply with all applicable City policies and procedures.

3. **Conduct of Members**

The professional and personal conduct of Members must be above reproach. Members should take steps to avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, commissions, boards and committees, the staff or public.

4. **Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order established by the City Council for commissions, boards, and committees governing the deliberation of public policy issues, in order to allow meaningful involvement of the public, and implementation of policy decisions of the City Council by the City Manager and City Attorney.

5. **Conduct of Public Meetings**

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus their attentions on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or interfering with the orderly conduct of meetings.

6. **Decisions Based on Merit**

Members shall base their decision on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. **Communication**

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or commissions, boards, or committees, which they may have received from sources outside of the public decision making process.

8. **Conflict of Interest**

In order to assure their independence and impartiality on behalf of the common good, Members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, Members shall disclose investments, interests in real property, sources of income and gifts; and should abstain from participating in deliberations and decision making where conflicts may exist. Members are further subject to the Conflict of Interest Policy of the City of Hercules.

When participating as a Member does not implicate the specific statutory criteria for conflict of interest, however, participation does not “look” or “feel” right, that Member has probably encountered the appearance of impropriety. For the public to have faith and confidence that government authority will be implemented in an even-handed and ethical manner, Members may, for the good of the community, need to step aside to avoid the appearance of a conflict of interest, even though no technical conflict exists,

9. **Gifts and Favors**

Members shall not use their public office to take any special advantage of services or opportunities for personal gain that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefit which might compromise their independence of judgment or action or give the appearance of being compromised

10. **Confidential Information**

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City to the extent confidentiality is required by the Brown Act. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

11. **Use of Public Resources**

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. **Representations of Private Interests**

In keeping with their role as stewards of the public interest, Members of the Council shall not appear on behalf of the private interests of third parties before the Council or any commission, board, committee, or proceeding of the City, nor shall members of commissions, boards, and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. **Advocacy**

Members shall represent the official policies or positions of the City Council, commission, board, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent their body or the City of Hercules, nor shall they allow the inference that they do. When representing the City on federal, state, or regional bodies, Members shall advocate policies which are in the best interest of the City of Hercules over their own personal interests.

14. **Policy Role of Members**

Members shall respect and adhere to the council-manager structure of Hercules city government. In this structure, the City officials determine the policies of the City with the advice, information and analysis provided by the public, commissions, boards, and committees, and City staff. Individual Members therefore shall not interfere with the

administrative functions of the City or the professional duties of City officials; nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Commissions, Boards, and Committees

Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Work Place Environment

Members who interact with City employees shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

17. Disclosure of Corruption

All members shall take an oath upon assuming office, pledging to uphold the constitution and laws of the City, the State and the Federal government. As part of this oath, members commit to disclosing to the appropriate authorities and/or to the City Council any behavior or activity that may qualify as corruption, abuse, fraud, bribery or other violation of the law.

18. Implementation

As an expression of the standards of conduct for Members expected by the City, the Hercules Ethics Policy is intended to be self-enforcing. It therefore becomes most effective when Members are thoroughly familiar with it and embrace its provisions. For this reason, this Ethics Policy shall be included in the regular orientations for candidates for City Council, application packets to commissions, boards, and committees, and given to newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Hercules Ethics Policy. In addition, the Ethics Policy shall be periodically reviewed and updated by the City Council upon its own recommendation and recommendations from commissions, boards, committees, and the citizens of Hercules.

19. Compliance and Enforcement

The Hercules Ethics Policy expresses standards of ethical conduct expected for members of the Hercules City Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that ethical standards are understood and met, so that the public can continue to have full confidence in the integrity of government. In the event of violation of this Ethics Policy by a member of a commission, board, or committee, where removal by the City Council is permitted without cause, the City Council may remove that person from office. A violation of this Ethics Policy shall not be a basis for challenging the validity of any Council, commission, board, or committee decision.

Severability. If any section, sub-section, sentence, clause or phrase of this Resolution is for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution, and the Council hereby declares that it would have adopted this Resolution, and each section, sub-section, sentence, clause, and phrase

hereof, irrespective of any one or more sections, sub-sections, sentences, clauses or phrases being declared invalid or unconstitutional.

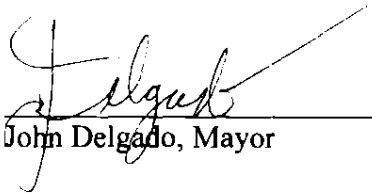
The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 28th day of May, 2013 by the following vote of the Council:

AYES: de Vera, Kelly, McCoy, Romero, Delgado

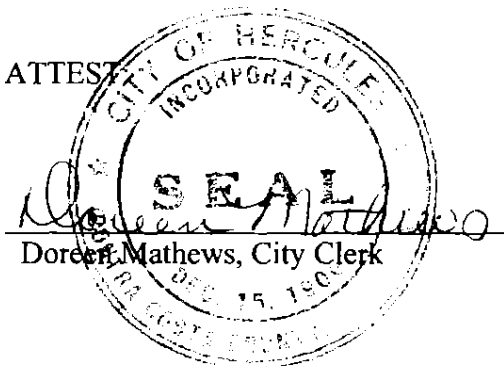
NOES: None

ABSTAIN: None

ABSENT: None


John Delgado, Mayor

ATTEST





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Edwin Gato, Finance Director

SUBJECT: FY 2017/18 Comprehensive Annual Financial Reports

RECOMMENDED ACTION: Receive the Fiscal Year (FY) 2017/18 Comprehensive Annual Financial Reports and Accept the Audited Statements.

FISCAL IMPACT OF RECOMMENDATION: None as result of this action. The audited results of the 2017/18 fiscal year are utilized as a starting point in the development of the FY 2019/20 budget, especially in regard to the one-time funding.

DISCUSSION: The City of Hercules prepares audited financial statements for each fiscal year in accordance with generally accepted accounting principles (GAAP). The firm of Clifton Larson Allen (CLA) (formerly Galina, LLP) has served as the independent auditors for FY 2017/18. CLA has completed their audit of all City funds including the General Fund, the Sewer Fund, and the Hercules Public Financing Authority. In addition, the auditor completed the Single Audit which covers federally funded programs and activities. They also performed an Agreed-Upon Procedures to the revenues received related to Measures B and C.

These audited financial reports and related materials are contained in the Comprehensive Annual Financial Report (CAFR) for FY 2017/18 which is attached and available on the City's website. There are no audit findings for the FY 2017/18 CAFR. There are no audit findings for the Single Audit as well. The Management Discussion and Analysis for FY 2017/18 is included in the CAFR.

The Finance Commission reviewed and discussed the audit at their January 14, 2019, meeting. While the Finance Commission had some detailed follow-up questions primarily regarding the year end results, they were complimentary regarding the audit and its timely completion.

The Audit Partner from CLA will attend the City Council meeting on January 22, 2019 to provide an overview of their audit.

Review and Analysis

The General fund is the chief unrestricted operating fund of the City. On June 30, 2018, the City's General Fund had a fund balance of over \$44 million, which included unassigned funds of approximately \$14 million and \$30 million were committed and assigned for long-term obligations, general operations, and fiscal neutrality.

The budget for FY 2017/18 was adopted with total expenditures exceeding annual revenues by approximately \$2.5 million, due to one-time decision packages and transfers approved by the City Council. The operating budget approved had a small operating surplus. The FY 2017/18 year-end resulted in an overall surplus of \$2.6 million including transfers, which was \$5.3 million better than estimated. The total revenues received were higher compared to the City's estimated revenues by \$2.2 million on Licenses and Permits, Aid from other governments, charges for services, and miscellaneous revenues. Total expenditures were \$3.8 million lower than the final budget for FY 2017/18. This was due primarily to lower than budgeted healthcare cost increases, vacant positions in multiple departments, and one-time planned projects and activities, included in decision packages, which were not completed and will still be undertaken.

Most of these amounts were anticipated at the time the FY 2017/18 budget was developed and was allocated as part of that process either as one-time or on-going expenditures as reflected in the Budget Balancing Spreadsheet. The proposed budget for FY 2019/20 will include modifications in these areas to capture the surplus and to carry-over and re-budget these one-time projects and activities as needed.

The statements of revenues, expenditures, and changes in fund balances in the audit have been prepared on the modified accrual basis of accounting in accordance with Generally Accepted Accounting Procedures (GAAP). The City adopts its budgets each fiscal year on a cash basis of accounting, which results in some items which are budgeted as expenditures, like transfers to reserves, being reflected in the audit as balance sheet adjustments.

ATTACHMENTS:

1. FY 17/18 City Annual Financial Report
2. FY 17/18 PFA Annual Financial Report
3. FY 17/18 Waste Water Financial Report
4. FY 17/18 Single Audit Report
5. FY 17/18 City of Hercules GANN report
6. FY 17/18 Agreed Upon Procedure (AUP) for Measures B
7. FY 17/18 Agreed Upon Procedure (AUP) for Measures C
8. FY 17/18 Governance Letter

Financial Impact

Description:

Funding Source:

Budget Recap:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Members of the City Council

SUBMITTED BY: David Biggs, City Manager
Edwin Gato, Finance Director

SUBJECT: Approve a Professional Services Agreement with Urban Futures for Financial Advisory Services.

RECOMMENDED ACTION: Adopt Resolution 19-XX of the City Council of the City of Hercules Approving a Professional Services Agreement with Urban Futures for Financial Advisory Services

FISCAL IMPACT OF RECOMMENDATION: None as a result of this action. Services under this contract would generally be funded as part of the cost of issuance for any financing or refinancing. Any decision to undertake a financing or refinancing would require specific City Council approval.

DISCUSSION: The City of Hercules has previously issued debt as either the City, the Redevelopment Agency, or the Public Financing Authority. There are a number of outstanding bond issues which may lend themselves to a refinancing to lower costs. In addition, while not currently contemplated, the City may desire to undertake some type of debt financing in the future.

Typically, a financial advisory firm would be retained to evaluate current and future financing or refinancing opportunities and would provide recommendations and advice to the City and would advise the City throughout any financing or refinancing process.

On October 12, 2018, the City issued a Request for Proposals for Financial Advisory Services. Six firms responded by the October 31, 2018, deadline, and these proposals were evaluated by an internal team. Four firms were invited to interview with the City Manager and the City's Finance Consultant. Based on the proposals received and the interviews, it is recommended that the City engage Urban Futures to serve as Financial Advisor.

Urban Futures has been in existence since 1972 and has provided financial advisory and other finance related services to a variety of public sector clients. The firm has served as financial advisor for over 575 bond issues for over \$9 billion of taxable and non-taxable debt over the last five years. The firm was judged to have the best capabilities and expertise to assist the City of Hercules. In addition, the City already contracts with Urban Futures to provide Dissemination Agent services, which means

they undertake the mandatory reporting on our existing financings and as such are familiar with the City and its debt. Attachment 3 is a summary of the firm's qualifications.

Once under contract, Urban Futures will evaluate the City's existing bond issues and will identify those it believes are candidates for a refinancing, taking the City's strategic objectives into consideration, including the possibility of restoring a credit rating to the City. This initial work is undertaken on a prospective basis, with no compensation due unless a refinancing or financing are completed or the City requests specific services outside of a financing or refinancing. The initial term of the agreement is for five years.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement
3. UFI Qualifications

<i>Financial Impact</i>			
Description:			
Funding Source:			
Budget Recap:			
Total Estimated cost:	\$	New Revenue:	\$
Amount Budgeted:	\$	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input type="checkbox"/>			

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERCULES
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES
FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, the City of Hercules may consider the issuance of debt or the refinancing of existing debt to generate needed financial resources or to reduce costs; and

WHEREAS, the City solicited proposals from firms to serve as Financial Advisor to the City; and

WHEREAS, Urban Futures is well qualified to serve as Financial Advisor to the City and has been selected through this process to provide these services on an as needed basis.

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 a professional services agreement with Urban Futures to provide Financial Advisory services on an as needed basis.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the 22nd day of January, 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Romero, Mayor

ATTEST:

Lori Martin, Administrative Services Director &
City Clerk

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("**Agreement**") for professional services is made on January 22, 2019, between the City of Hercules, a California municipality ("**City**"), and Urban Futures, Inc., a California 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 22, 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 pursuant to the terms set forth in **Attachment A** 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 A, 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: City Manager
Email: dbiggs@ci.hercules.ca.us

Consultant:

Name: Urban Futures, Inc.
Address: 455 Hickey Blvd., Ste 515
Daly City, CA 94015
Phone: (650) 503-1500
Attn: Wing-See Fox, Managing Dir

Email: wingseef@urbanfuturesinc.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 or Consultant may terminate this Agreement for convenience by giving 60 calendar days written notice. Consultant shall discontinue all Services

affected by such termination within thirty (30) days of receipt of such notice, unless otherwise instructed by the City in writing. 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: _____
Business Name

s/ _____

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Attachments:

Attachment A: Scope of Services

Attachment B: Payment

Attachment A
SCOPE OF SERVICES

Scope of Municipal Advisory Activities to be Performed

As municipal advisor, UFI will successfully perform the following duties on behalf of the City, as needed.

- Assist in developing the plan of finance and related transaction timetable;
- Identify and analyze financing solutions and alternatives for funding the capital improvement plan or refunding;
- Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
- Assist in the preparation of any rating agency strategies and presentations;
- Coordinate internal/external accountants, feasibility consultants and escrow agents, as appropriate;
- Assist with the selection of the financing team including underwriters, trustee, bond and disclosure counsel;
- Assist with underwriter compensation issues, syndicate structure and bond allocations;
- Assist with negotiated sales (as applicable), including advice regarding retail order periods and institutional marketing, analysis of comparable bonds and secondary market data, and verify cash flow calculations;
- Assist with competitive bond sales (as applicable), including posting of the notice of sale and preliminary official statement, and preparation of the bid verification, true interest cost (TIC) calculations and reconciliations/verifications of bidding platform calculations, preparation of notice of sale, obtaining CUSIP numbers;
- Prepare and/or review preliminary cash flows/ preliminary refunding analysis;
- Analyze whether to use SLGS, open markets and/or agency securities for purposes of investment of bond proceeds (as applicable);
- Manage the escrow bids or review SLGs applications for structuring refunding escrow (as applicable);
- Assist in procuring printers, verification agents, etc.;
- Plan and coordinate bond closings;
- Prepare any required post-sale reports of bond sales; and

- Evaluate market conditions and pricing performance of senior manager and co-managers' distribution of bonds.

In addition to the above, at the City's request we will perform the following:

- Draft Staff Reports
- Attend and present at City Council meetings and other meetings as requested
- Serve as the Independent Registered Municipal Advisor (IRMA) and review all third-party recommendations related to municipal securities transactions
- Immediately upon engagement, provide the City with an analysis of a refunding of the City's 2003B and 2009 (Taxable) Bio Rad Lease Revenue Bonds
- Provide assistance with Tax Allocation Bond and/or Successor Agency related work

Independent Registered Municipal Advisor ("IRMA")

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, Urban Futures, Inc. will review all third-party recommendations submitted to Urban Futures, Inc. in writing by the City.

Fiduciary Duty

Urban Futures, Inc. is currently registered as a Municipal Advisor with the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). As such, Urban Futures, Inc. has a Fiduciary Duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that Urban Futures, Inc. is not forming any recommendation on materially inaccurate or incomplete information; Urban Futures, Inc. must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;

- ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
- iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Urban Futures, Inc. must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Urban Futures, Inc. Urban Futures, Inc. will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Urban Futures, Inc. will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there are no actual or potential conflicts of interest that Urban Futures, Inc. is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. Urban Futures, Inc. represents that in connection with the issuance of municipal securities, Urban Futures, Inc. may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Urban Futures, Inc. hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Urban Futures, Inc.'s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair Urban Futures, Inc.'s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City. If Urban Futures, Inc. becomes aware of any potential conflict of interest that arises after this disclosure, Urban Futures, Inc. will disclose the detailed information in writing to the City in a timely manner.
- The fee paid to Urban Futures, Inc. increases the cost of financing to the City. The increased cost occurs from compensating Urban Futures, Inc. for municipal advisory services provided.
- Urban Futures, Inc. does not act as principal in any of the transaction(s) related to this Agreement.

- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.
- Urban Futures, Inc. does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Urban Futures, Inc.;
- Urban Futures, Inc. has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- Urban Futures, Inc. has not received any payments from third parties to enlist Urban Futures, Inc. recommendation to the City of its services, any municipal securities transaction or any municipal finance product;
- Urban Futures, Inc. has not engaged in any fee-splitting arrangements involving Urban Futures, Inc. and any provider of investments or services to the City;
- Urban Futures, Inc. does not have any other engagements or relationships that might impair Urban Futures, Inc.'s ability either to render unbiased and competent advice to or on behalf of the City or to fulfill its fiduciary duty to the City, as applicable; and
- Urban Futures, Inc. does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

Urban Futures, Inc. does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access Urban Futures, Inc.'s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the City of Hercules may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Recommendations

If Urban Futures, Inc. makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Urban Futures, Inc. will determine, based on the information obtained through reasonable diligence of Urban Futures, Inc. whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Urban Futures, Inc. will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Urban Futures, Inc. reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether Urban Futures, Inc. has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Urban Futures, Inc., Urban Futures, Inc. is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Urban Futures, Inc. is required to maintain in writing, all communication and created documents between Urban Futures, Inc. and the City for 5 years.

Term of Engagement Agreement

The commencement date of the agreement is January 22, 2019 and the end date is five years after the effective date.

PAYMENT

Compensation and Out-of-Pocket Expenses

Services under this contract would generally be funded as part of the cost of issuance for any financing or refinancing. Any decision to undertake a financing or refinancing would require specific City Council approval.

Our fees for municipal advisory services on bond issuances are contingent on the success of the financing, and billing is at the end of the transaction. Financial Advisor fees are the same for all credit types, refundings, and new money issues, but are exclusive of out-of-pocket expenses such as travel, meals, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed \$2,500 on any transaction.

Fee Schedule: All Bond Financings	
Par Amount	Fee
\$5 million to \$15 million	\$35,000
\$15 million to \$30 million	\$40,000
Over \$30 million	\$45,000

In addition, UFI can assist in the completion of the Fiscal Consultant Report for tax allocation bond refundings. The professional fee to complete and deliver a Fiscal Consultant Report is \$15,000, which typically achieves a savings of \$5,000-\$10,000 for the Successor Agency by avoiding the need to pay a separate consultant to produce this report.

UFI is also available on a project or hourly basis to provide services such as long-term financial forecasts, consulting on the management of CalPERS liabilities, special studies, etc. To the right are the hourly rates of proposed positions; typically, most of the work is completed by Managing Directors and Directors.

Hourly Rate Schedule	
Position	Rate
CEO/President	\$275
Managing Director	\$250
Director	\$200
Analyst	\$175



Urban Futures, Inc.

Firm Description

Since 1972, Urban Futures, Inc. (UFI) has provided municipal advisory services to California cities, counties, special districts, schools, community colleges, and non-profits. UFI is registered as an Independent Registered Municipal Advisor (IRMA) with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC). Our financial advisory professionals have passed the MSRB Series 50 Municipal Advisor Representative examination. UFI continues to expand its presence in terms of personnel, clients and services offered. Currently, we are staffed with 20 professionals in three California office locations: Tustin (10), Daly City (3), and Walnut Creek (7) with the principal place of business in Tustin.

What makes Urban Futures unique is the comprehensive services that our firm provides through its two divisions—**offering solutions to a variety of financial opportunities and challenges our clients encounter.** Our *Public Finance Group* supports the issuance of debt (including tax allocation bonds, lease revenue bonds and certificates of participation, general obligation bonds, special tax and assessment bonds, water and sewer revenue bonds, as well as private placement debt) and includes services related to post-issuance compliance (continuing disclosure, arbitrage rebate, and CDIAC reporting compliance). The *Public Management Group* offers financial consulting services such as fiscal reviews, strategic financial forecasts, fiscal restructuring plans, process improvements and performance management techniques to maximize operational efficiency, economic development, and real estate advising.

Our firm is comprised of former city executive managers and municipal professionals with expertise in general government and specialty areas such as finance, fiscal policies and practices, human resources, labor negotiations, economic development, municipal law and organizational leadership. Our team of experts remains dedicated to ensuring clients receive the support needed to take recommendations from approval through full implementation.

Between the two divisions, Urban Futures offers a full array of financial services:

✓ <i>Financial Advisory Services/Bond Financing</i>	✓ <i>Long-Term Financial Forecasting</i>
✓ <i>Continuing Disclosure & Bond Compliance Reporting</i>	✓ <i>Strategic Planning</i>
✓ <i>Escrow Bidding</i>	✓ <i>Special Studies</i>
✓ <i>Fiscal Consultant Report Preparation</i>	✓ <i>Performance Improvement</i>
✓ <i>Capital Project Funding Analysis</i>	✓ <i>Redevelopment Wind Down</i>
✓ <i>Arbitrage Rebate Reporting</i>	✓ <i>Real Property Asset Management and Advisory Services</i>

Firm Experience

Over the past five years, our firm has served as the financial advisor on over **575 bond issues for over \$9 billion** of taxable and tax-exempt debt. **UFI is the #1 ranked financial advisor in**



California as measured by the number of deals completed.

UFI has been engaged on a wide variety of financial advisory assignments that we typically complete each year for California municipalities. For example, in the past five years, UFI assisted California municipal clients in the completion of approximately 75 successor agency tax allocation bond refundings, approximately 75 certificates of participation/lease revenue bond issues, over 20 utility enterprise revenue bond issues, and over 35 community facilities district/assessment district special tax bond issues.

Over the past decade, UFI's public financial advisory assignments, including bond sales, continuing disclosure, arbitrage rebate and fiscal consultant reports, budget and management assignments and feasibility studies, have averaged more than two assignments completed per week. Suffice to say, in order to consistently perform at that level of production requires more than just experience. It also requires a long-term commitment to providing comprehensive services to our clients on an ongoing basis.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Members of the City Council

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

SUBJECT: Adoption of the January 2019 Sewer System Management Plan

RECOMMENDED ACTION:

Adopt a Resolution adopting the January 2019 Sewer System Management Plan.

FISCAL IMPACT OF RECOMMENDATION:

There is no direct cost associated with adopting the January 2019 Sanitary Sewer Management Plan (SSMP), which is an update to the 2012 SSMP.

DISCUSSION:

The City's SSMP provides a comprehensive plan and schedule to properly plan, manage, operate, and maintain all parts of the sanitary sewer system. In brief, the goals of the SSMP are:

- To properly manage, operate, and maintain the City's sanitary collection system through proper planning and implementation;
- To provide adequate capacity to convey flows by analyzing, identifying, monitoring, and correcting, areas of the collection system that are or could to be considered insufficiently sized;
- To minimize the number and frequency of SSOs through a proactive inspection and maintenance program of the City's sanitary collection system; and
- To mitigate the impact of SSOs through quick response times, thorough cleanup, and public notifications.

The SSMP is mandated by the State Water Resources Control Board. The City's January 2019 SSMP follows the format specified in their 2006 State General Waste Discharge Requirements Order as amended in 2013 for the Monitoring and Reporting Program. It was comprehensively revised from the 2012 SSMP through the assistance of West Yost, the City's wastewater consultant.

The SSMP is intended to be a working document that evolves over time. Given the SSMP was last updated in 2012, it is timely to officially incorporate the Board's 2013 amendment as well as capture

changes to the sanitary sewer system and practices that have evolved since that time. Additionally, it is important to update the SSMP should the City be audited by the Board.

A high level presentation on the City's SSMP will be made at tonight's meeting to outline the components and benefits of the plan, which is being recommended for adoption.

ATTACHMENTS:

1. Resolution
2. January 2019 Sanitary Sewer Management Plan

<i>Financial Impact</i>			
Description: Not Applicable			
Funding Source:			
Budget Recap:			
Total Estimated cost:	\$0	New Revenue:	\$0
Amount Budgeted:	\$0	Lost Revenue:	\$0
New funding required:	\$0	New Personnel:	\$0
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 ADOPTING
THE JANUARY 2019 SEWER SYSTEM MANAGEMENT PLAN**

WHEREAS, the City's Sewer System Management Plan (SSMP) provides a comprehensive plan and schedule to properly plan, manage, operate, and maintain all parts of the sanitary sewer system; and

WHEREAS, the SSMP was last updated in 2012; and

WHEREAS, the SSMP is mandated by the State Water Resources Control Board and the January 2019 SSMP follows the format specified in their 2006 State General Waste Discharge Requirements Order as amended in 2013 for the Monitoring and Reporting Program; and

WHEREAS, while the SSMP is intended to be a working document, it is timely to officially incorporate the Board's 2013 amendment as well as capture changes to the sanitary sewer system and practices that have evolved since that time; and

WHEREAS, the City's January 2019 SSMP has been comprehensively updated with the assistance of the City's wastewater consultant, West Yost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hercules that the City Council hereby adopts the January 2019 Sewer System Management Plan.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twenty-second 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



CITY OF HERCULES

Sewer System Management Plan

JANUARY 2019



Sewer System Management Plan

Prepared for

City of Hercules

Project No. 682-21-16-01



Project Manager: Lani Good/PE

01/15/2019

Michael Zacharia
QA/QC Review: Mike Zacharia/PE

01/15/2019

Carlsbad

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Carlsbad, CA 92008
(760) 795-0365

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Davis, CA 95618
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Eugene

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6 Venture, Suite 290
Irvine, CA 92618
(949) 517-9060

Phoenix

4505 E Chandler Boulevard, Suite 230
Phoenix, AZ 85048
(602) 337-6110

Pleasanton

6800 Koll Center Parkway, Suite 150
Pleasanton, CA 94566
(925) 426-2580

Portland

4949 Meadows Road, Suite 125
Lake Oswego, OR 97035
(503) 451-4500

Sacramento

8950 Cal Center Drive, Bldg. 1, Suite 363
Sacramento, CA 95826
(916) 306-2250

Santa Rosa

2235 Mercury Way, Suite 105
Santa Rosa, CA 95407
(707) 543-8506

Walnut Creek

1777 Botelho Drive, Suite 240
Walnut Creek, CA 94596
(925) 949-5800



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INTRODUCTION

I.1 INTRODUCTION

This Sewer System Management Plan (SSMP) is a compendium of the policies, procedures, and activities that are included in the planning, management, operation, and maintenance of the City of Hercules' (City's) sanitary sewer system.

The State Water Resources Control Board (SWRCB) has issued statewide waste discharge requirements for sanitary sewer systems, which include requirements for development of an SSMP. The SWRCB requirements are outlined in Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated May 2, 2006 (GWDR), and Order No. WQ-2008-0002-EXEC, dated February 20, 2008, which was amended by Order No. 2013-0058-EXEC, effective September 9, 2013, which changed the Monitoring and Reporting Program (MRP). This SSMP is intended to update the City's existing SSMP, in continued compliance with the GWDR.

The structure (section numbering and nomenclature) of this SSMP follows the above referenced GWDR and MRP. This SSMP is organized by the SWRCB outline of elements; and contains language taken from the GWDR as at that beginning of each element. The GWDR uses the term "Enrollee" to mean each individual municipal wastewater agency that has completed and submitted the required application for coverage under the WDR (in this case, the Enrollee is the City). The City's waste discharger identification number in the California Integrated Water Quality System (CIWQS) is 2SSO10141.

I.2 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

BMP	Best Management Practices Refers to the procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into a garbage can and dry wiping dishes and utensils prior to washing.
Building Lateral	See Private Sewer Lateral
CCTV	Closed Circuit Television Refers to the process and equipment that is used to internally inspect the condition of gravity sewers.
CIP	Capital Improvement Program Refers to the document that identifies future capital improvements to the City's sanitary sewer system.
City	Refers to the City of Hercules
CIWQS	California Integrated Water Quality System Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.



Introduction

CMMS	Computerized Maintenance Management System Refers to the computerized maintenance management system that is used to plan, dispatch, and record the work on its sanitary sewer system.
CWEA	California Water Environment Association
CY	Calendar Year
DIP	Ductile Iron Pipe
DS	Data Submitters
FOG	Fats, Oils, and Grease Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.
FY	Fiscal Year Refers to the 12-month periods beginning July 1st and ending June 30th.
FSE	Food Service Establishment Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sanitary sewer system.
GWDR or WDR	General Waste Discharge Requirements Refers to the State Water Resources Control Board Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated May 2, 2006.
GIS	Geographical Information System Refers to the City's system that is used to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.
GRD	Grease Removal Device Refers to grease traps and grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.
I/I	Infiltration/Inflow Refers to water that enters the sanitary sewer system from storm water and groundwater. Infiltration enters through defects in the sanitary sewer system after flowing through the soil. Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).
Lateral	See Private Sewer Lateral
LRO	Legally Responsible Official Refers to person(s) formally designated by an agency to be responsible for formal reporting and certifying of all reports submitted to the CIWQS.



Introduction

MH	Manhole Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.
Mainline Sewer	Refers to City wastewater collection system piping that is not a private lateral connection to a user.
Maintenance Hole	See Manhole
MMPM	<i>Monitoring, Measurement, and Plan Modifications</i>
MRP	Monitoring and Reporting Program State Water Resources Control Board Executive Order WQ 2013-0058-EXEC effective September 9, 2013.
NPDES	National Pollution Discharge Elimination System Permit
Notification of an SSO	Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.
OES	Office of Emergency Services Refers to the California State Office of Emergency Services.
O&M	Operations and Maintenance
OERP	Overflow Emergency Response Plan
PM	Preventive Maintenance Refers to maintenance activities intended to prevent failures of the sanitary sewer system facilities (e.g. cleaning, CCTV, repair, etc.).
Private Sewer Lateral	Refers to the portion of a private property's building sewer as defined by the plumbing code, and is further defined as the piping of a drainage system that extends from the end of the building drain to the public sewer which includes the connection to the public sewer.
PS	Pump Station A facility that transmits and lifts sewage into the City gravity sanitary sewer collection system
PVC	Polyvinylchloride Pipe
RWQCB	Regional Water Quality Control Board Refers to the San Francisco Bay Regional Water Quality Control Board.
SSO	Sanitary Sewer Overflows Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include: <ul style="list-style-type: none">(a) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;(b) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and



Introduction

- (c) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

SSOs that include multiple appearance points resulting from a single cause will be considered one SSO for documentation and reporting purposes in CIWQS.

Note: Wastewater backups into buildings caused by a blockage or other malfunction of a building lateral that is privately owned are not SSOs.

SSO Categories:

Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either:

- Reaches surface water and/or drainage channel tributary to a surface water; or
- Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either:

- Does not reach surface water, a drainage channel, or an MS4, or
- The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.

Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition.

Sanitary Sewer System or Sewer System	Refers to the sanitary sewer facilities that are owned and operated by the City.
SSMP	Sewer System Management Plan
SOP	Standard Operating Procedures Refers to written procedures that pertain to specific activities employed in the operation and maintenance of the Sanitary Sewer System.
SWRCB	State Water Resources Control Board Refers to the California Environmental Protection Agency, State Water Resources Control Board. Note: The State Board is a separate entity from the San Francisco Bay Regional Water Quality Control Board, although the two agencies are closely connected.
SCADA	Supervisory Control and Data Acquisition Refers to the system that is employed by the City to monitor the performance of its lift stations and to notify the operating staff when there is an alarm condition that requires attention.
SECAP	System Evaluation and Capacity Assurance Plan



Introduction

VCP	Vitrified Clay Pipe
Water of the State	Refers to “any surface water or groundwater, including saline waters, within the boundaries of the state.” (California Water Code § 13050(e)).
WWTP	Wastewater Treatment Plant

I.3 SANITARY SEWER SYSTEM FACILITIES

The City’s wastewater collection system (see Figure 1) serves the area within the City limits and conveys an average dry weather flow of approximately 1.7 million gallons per day (mgd) of wastewater. This service area encompasses an existing population of approximately 25,000, with an additional 5,000 residents expected at full buildout of the service area. The wastewater generated by the City is conveyed to and treated by the Pinole-Hercules Water Pollution Control Plant (WPCP), located southwest of the City limits in the City of Pinole.

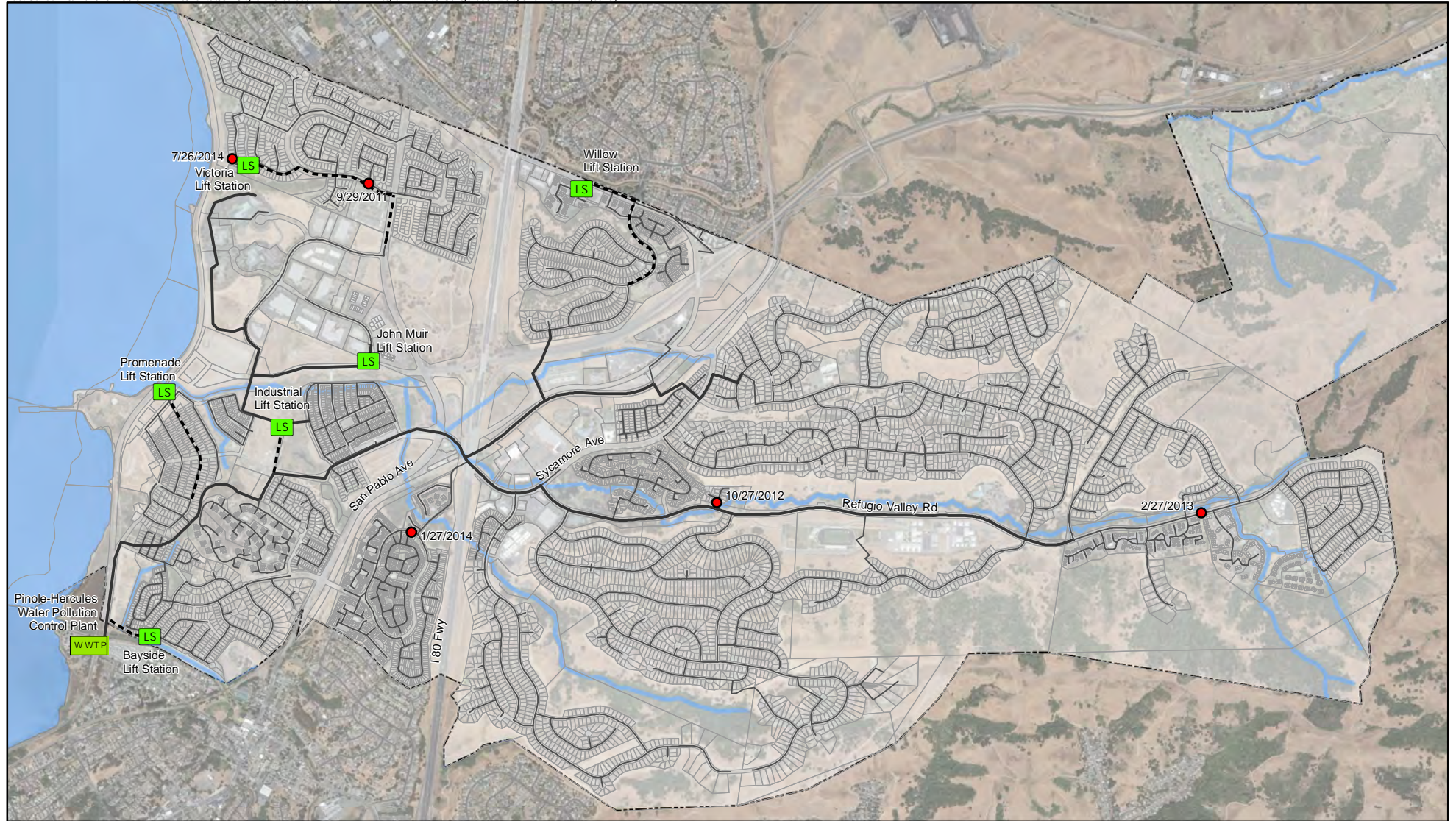
The City’s collection system consists of gravity sewer mains, force mains, and pump stations. The collection system includes approximately 62 miles of gravity sewer mains and 1,660 manholes, most of which were constructed after 1970. Gravity sewers located in the older areas of the City are believed to be constructed of asbestos cement (AC) pipe, also known as “Transite” pipe. New gravity sewer construction is typically polyvinylchloride (PVC) pipe. The City also owns six pump stations within the collection system, and their associated 4.5 miles of force mains. Table 1 provides the composition of the sewer piping by size.

Table 1. Approximate Gravity Sewer Size Distribution	
Diameter	Portion of Sewer System, % (by length)
Less than 10-inch	90%
10-inch or greater	10%

I.4 REFERENCES

State Water Resources Control Board Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, California State Water Resources Control Board, May 2, 2006.

State Water Resources Control Board Order No. Order No. 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, September 9, 2013.



Symbology

- City Limits
- Water Pollution Control Plant
- LS Lift Station
- Force Main
- Gravity Main < 10"
- Gravity Main >= 10"
- Creek or Channel
- Reported Sanitary Sewer Overflows

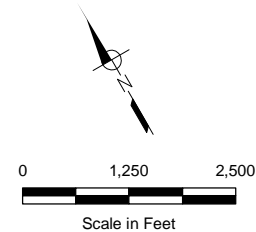


Figure 1
Wastewater
Collection System
 City of Hercules

CHAPTER 1

Element I: Goals



State Resources Water Control Board (SWRCB) Waste Discharge Requirement:

The purpose of the Sewer System Management Plan (SSMP) is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent Sanitary Sewer Overflows (SSOs), as well as mitigate any SSOs that do occur.

1.1 SSMP GOALS

The goals of the City of Hercules (City) SSMP are:

- To properly manage, operate, and maintain the City's sanitary collection system through proper planning and implementation;
- To provide adequate capacity to convey flows by analyzing, identifying, monitoring, and correcting, areas of the collection system that are or could to be considered insufficiently sized;
- To minimize the number and frequency of SSOs through a proactive inspection and maintenance program of the City's sanitary collection system; and
- To mitigate the impact of SSOs through quick response times, thorough cleanup, and public notifications.

CHAPTER 2

Element II: Organization



SWRCB Waste Discharge Requirement:

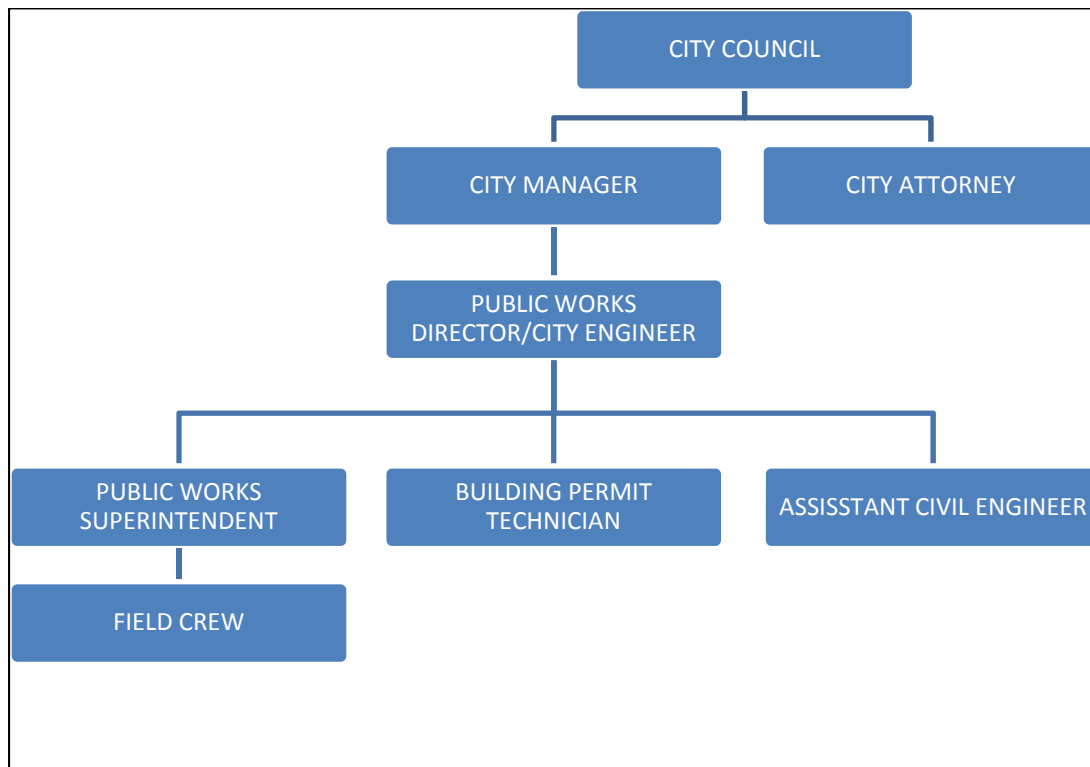
The SSMP must identify:

- a. The name of the responsible or authorized representative as described in Section J of this Order.
- b. The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- c. The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

2.1 ORGANIZATIONAL STRUCTURE

The organization chart for the management, operation, and maintenance of the City's wastewater collection system is shown on Figure 2.

Figure 2. City of Hercules Public Works Division Organization Chart





2.2 AUTHORIZED REPRESENTATIVES

The Public Works (PW) Director/City Engineer is the sole legally responsible officer responsible for signing and certifying all applicable SSMP documents. Table 2 identifies roles and responsibilities for the collection system operations.

Table 2. Roles and Responsibilities Defined	
Position	Roles and Responsibilities
City Council	Establishes policy; adopts the SSMP.
City Manager David Biggs Desk: (510) 799-8216	Plans, organizes and directs the overall administrative activities and operations of the City. Advises and assists the City Council, represents the City's interest with other governmental agencies, business interests, and the community.
Public Works Director/City Engineer (LRO) Mike Roberts Desk: (510) 799-8241	Plans, directs, organizes, coordinates, supervises and reviews the activities of the divisions comprising the Public Works Department; and provides highly responsible professional and technical staff assistance to the City Manager.
Assistant Civil Engineer Jose Pacheco Desk: (510) 799-8247	Plans, coordinates, supervises, and participates in the performance of professional engineering activities of a complex nature involving engineering planning and design, construction project management.
Public Works Superintendent (LRO) Jeff Brown Desk: (510) 799-8252 Cell: (510) 812-4630	Plans, coordinates, lays out the work assignments and supervises the work of a number of crews involved in the operation and maintenance of wastewater system, and provides technical staff assistance.
Maintenance Worker II Glenn Moniz	Participates in maintenance and repair duties and performs a wide variety of skilled and semi-skilled maintenance, construction, and repair work, and operates light and moderately heavy power-driven equipment.
Maintenance Workers Eric Wright, Andy Hernandez, Joey Castaneda, David Romero, Angel Ramos, Efron Telmo, Mark Botin	Participates in maintenance and repair duties and performs a wide variety of skilled and semi-skilled maintenance, construction, and repair work, and operates light and moderately heavy power-driven equipment.
Electrician	Under direction, performs skilled work in the installation, maintenance and repair of electrical wiring and related apparatus, components of the WWTP, water utility, traffic signals, sanitary and storm collections systems and street light installations, and to conduct electrical inspections of City buildings.



2.3 RESPONSIBILITY FOR SSMP IMPLEMENTATION AND MAINTENANCE

The Public Works Director/City Engineer shall have the overall responsibility for implementing, periodically auditing, and maintaining the City's SSMP. Certain tasks may be delegated to staff.

Other City staff responsible for developing, implementing, and maintaining specific elements of the City's SSMP are identified by job title in Table 3. Names and contact information are included in Appendix A.

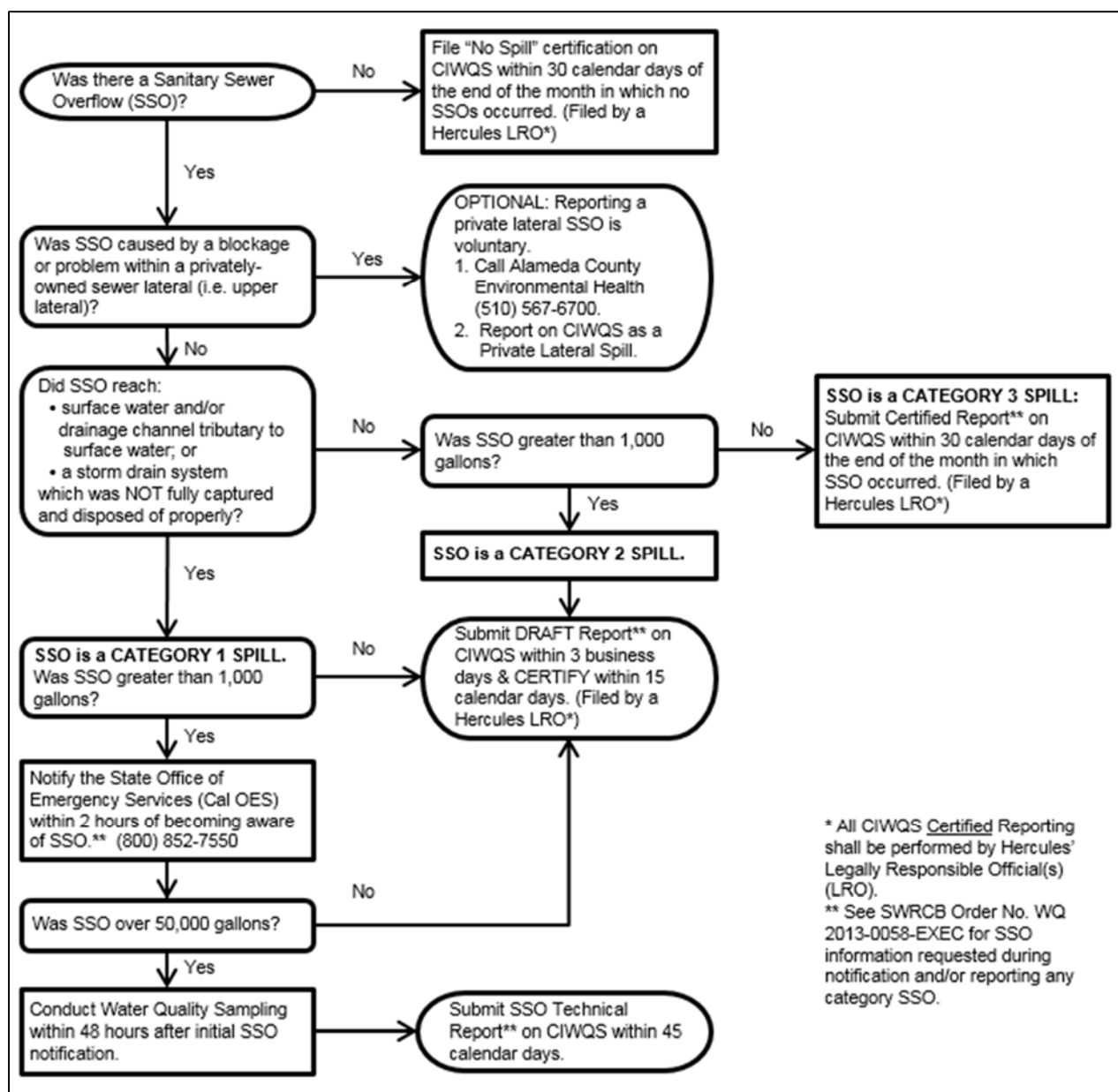
Table 3. Responsible Officials in SSMP Development		
Element	Element Name	Responsible City Official
-	Introduction	PW Director/City Engineer
I	Goals	PW Director/City Engineer
II	Organization	PW Director/City Engineer
III	Legal Authority	PW Director/City Engineer
IV	Operations and Maintenance Program	PW Superintendent
V	Design and Performance Provisions	PW Director/City Engineer
VI	Overflow Emergency Response Plan	PW Superintendent
VII	FOG Control Program	PW Superintendent
VIII	System Evaluation and Capacity Assurance Plan	PW Director/City Engineer
IX	Monitoring, Measurement and Program Modifications	PW Director/City Engineer
X	Program Audits	PW Director/City Engineer
XI	Communications Program	Assistant Civil Engineer
Appendix A	Responsible Officials in SSMP Development – Contact Info	PW Superintendent
Appendix B	Sewer System Major Equipment and Critical Parts Inventory	PW Superintendent
Appendix C	Overflow Emergency Response Plan (OERP)	PW Superintendent
Appendix D	Contra Costa Clean Water Program FOG Outreach Materials	PW Superintendent
Appendix E	Wastewater Collection System Master Plan	PW Director/City Engineer
Appendix F	SSMP Audit Reports	PW Director/City Engineer
Appendix G	Log of SSMP Changes	PW Superintendent
Appendix H	SSMP Council Adoption Documents	PW Director/City Engineer

2.4 SSO REPORTING CHAIN OF COMMUNICATION

Incoming calls related to SSOs are received by City Hall and then forwarded onto the Public Works Superintendent. The SSO Reporting Chain of Communication then follows the flow chart shown in Figure 3. The SSO Reporting process and responsibilities are also described in detail in the Overflow Emergency Response Plan in Element VI.



Figure 3. SSO Reporting Flow Chart





CHAPTER 3

Element III: Legal Authority

SWRCB Waste Discharge Requirement:

Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- a. Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), stormwater, chemical dumping, unauthorized debris and cut roots, etc.);
- b. Require that sewers and connections be properly designed and constructed;
- c. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- d. Limit the discharge of FOG and other debris that may cause blockages; and
- e. Enforce any violation of its sewer ordinances.

3.1 MUNICIPAL CODE

The City's Municipal Code is available online (<http://www.codepublishing.com/CA/Hercules/>) and describes the City's current legal authority required for compliance with the General Waste Discharge Requirements (GWDR). That authority is specifically contained within Title 5 (Sanitation and Health), Chapter 4 (Sanitary Sewers) of the Municipal Code and specifically within Municipal Code Sections that are summarized below in Table 4.

Table 4. GWDR Legal Authority	
Requirement	Legal Authority Reference
Prevent illicit discharges into the sanitary sewer system	Municipal Code 5-4.06
Require that sewers and connections be properly designed and constructed	Municipal Code 5-10
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the City	Municipal Code 5-4-.12; 5-10.16
Clearly define City responsibility and policies for sewer laterals	City Ordinance 457, Testing, Inspection, Repair and Replacement of Building Sewer Laterals, Municipal Code 5-10
Limit the discharge of fats, oils, and grease and other debris that may cause blockages	Municipal Code 5-4.06-.07
Enforce any violation of its sewer ordinances	California Government Code Sections 54740 and 54740.5

CHAPTER 4

Element IV: Operations and Maintenance Program



SWRCB Waste Discharge Requirement:

The Sewer System Management Plan must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- a. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
- b. Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- c. Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
- d. Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and provide equipment and replacement part inventories, including identification of critical replacement parts.

4.1 COLLECTION SYSTEM MAPPING

Each Collections field crew has an atlas map book of collection system facilities. The map book includes information on main lines, maintenance holes, and pump stations. The map is organized by map grids or quadrants and shows maintenance hole numbers, pipe diameters, and flow arrows.

4.1.1 Map Updates

The City has identified development of a formalized map update process as an opportunity for improvement within this Element. An updated process would include standardized forms to document submittal, review, and completion of map updates. Comprehensive updates would be scheduled every two years to keep pace with development and expansion, in addition to as-needed updates when discrepancies are discovered in the field. The City has also identified additional information to be added to existing maps, including manhole rim and invert elevations, and stormwater conveyance facilities.



Chapter 4

Element IV: Operations and Maintenance Program

4.2 PREVENTIVE OPERATION AND MAINTENANCE

The elements of the City's sewer system O&M program include:

- Proactive, preventive, and corrective maintenance of gravity sewers, lift stations, and force mains;
- Closed circuit television (CCTV) inspection program to determine the condition of the gravity sewers;
- Rehabilitation and replacement of sewers and lift stations that are in poor condition.

4.2.1 Gravity Sewers

The City's goal is to hydro flush all sewer mainlines on a seven-year cycle. From historical knowledge, records, and inspections, the City has created a list of identified problem areas, referred to as "Hot Spots." Hot spots tend to have frequent blockages that are caused by FOG, root intrusion, and structural defects, such as sags in the line. Hot Spots are inspected annually and cleaned on an as-needed basis. Hot spots are cleaned on a quarterly basis by H&R Plumbing, a local contractor.

4.2.2 CCTV or Video Condition Assessment:

The City utilizes contractors to perform CCTV inspection of the collection system. In 2018, the City completed an inspection of the entire collection system. Results of this CCTV work will lead to main line and lateral repairs. The City will review the need of subsequent CCTV inspections.

4.2.3 Manholes

The City is planning to implement a City-wide program to address manhole I/I next year. Manholes will be sealed to reduce the amount of inflow and infiltration coming into the sewer system.

4.2.4 Lift Stations

The City operates and maintains six lift stations shown on Figure 1 and described in Table 5 below. Pump stations are visited and visually inspected daily for satisfactory operation. More detailed quarterly inspections are performed on each lift station to insure peak efficiency, perform preventive maintenance, and conduct repairs as needed. Lift station wet wells are also cleaned during the quarterly inspections, using Andre's, a local contractor, in combination with City Staff. The Victoria lift station is inspected/cleaned on a bimonthly schedule. Staff will be conducting quarterly training on emergency by-pass pumping and generator power at all lift stations.

Chapter 4

Element IV: Operations and Maintenance Program



Table 5. Lift Station Locations and Descriptions

Lift Station Name	Location	Number of Pumps	Install Year	Firm Capacity, mgd*	Pump Manufacturer	Pump HP
Willow	811 Dover	2	1981	0.80	Paco	30
John Muir	John Muir Parkway and Alfred Nobel Drive	2	2004	1.70	Flygt	10
Industrial	Sanderling Drive and Willet Street	2	1985	2.00	Paco	30
Bayside	Woodfield and Fawcett	2	1984	0.50	Paco	5
Victoria	Near 193 Trestle Cove	3	2001	0.72	Cornell	25
Promenade	Bayfront Boulevard and Promenade Street	2	2002	0.43	Flygt	10

Note: Each lift station is equipped with a portable generator connection
 *mgd= million gallons per day

4.2.5 Force Mains

The City does not currently have a force main inspection program. Table 6 lists the force main asset information. Many of the force mains were installed at the time of the original construction of the associated lift stations. There have been two historic force main failures at the Bayside and Willow pump stations – both of which were force main failures at the connection point to the wet wells due to rigid connections. Repairs were made including repair clamps and concrete encasement of the connection points.

Table 6. Force Main Descriptions

Name of Lift Station Associated with Force Main	Force Main Asset Information	
	Size, inches	Length, linear feet
Willow	8	2,716
John Muir	8	12
Industrial	10	770
Bayside	8	675
Victoria	6	2,400
Promenade	6	370
Total		6,943



Chapter 4

Element IV: Operations and Maintenance Program

4.2.6 Private Sewer Laterals

The City has no responsibility for the installation, maintenance, operation, repair or replacement of private sewer laterals connected to the City sewer mains. However, in accordance with Chapter 5-10 of the City Municipal Code, private sewer laterals shall be cleaned and inspected when any of the following events occur:

- The installation of additional plumbing facilities that produce a major increase, in the judgment of the City, in sewage flow from the house, building, property or other structure served.
- A change of use of the house, building, property or other structure served from residential to business, commercial, or other non-residential use; or from non-residential, non-restaurant, non-commercial, non-industrial to restaurant, commercial or industrial uses.
- Upon repair or replacement of any portion of the Building Sewer Lateral.
- Upon the determination by the City that the cleaning, testing, repair or replacement is required for the protection of the public health, safety and welfare.
- Prior to the close of escrow upon a sale or other transfer of the house, building, property or other structure served or, if there is no escrow, prior to recording a deed or other document transferring title to the house, building, property or other structure served. A transfer of ownership between family members does not require testing if reassessment of property value is not required by the Contra Costa County Tax Assessor.
- In a probate or other testamentary proceeding or in the event of a transfer pursuant to the terms of a revocable living trust, joint tenancy termination or other similar instrument, within 180 days after the sale, transfer or conveyance of the house, building, property or other structure served.
- Upon request by the City at any time commencing upon the expiration of the fifth year after the effective date of this ordinance.

4.3 REHABILITATION AND REPLACEMENT PROGRAM

In 2017/18 the City completed cleaning and CCTV inspection of the entire gravity sewer system, and is currently in the process of developing a rehabilitation and replacement program.



Chapter 4

Element IV: Operations and Maintenance Program

4.4 TRAINING

The City uses a combination of tailgate meetings and on-the-job training. Training topics typically include the following:

- SSO Emergency Response
- Pump Station O&M
- Safety
- Traffic Safety
- CPR
- Hazmat

Training events are not currently logged, but the development of a tracking log is planned to be developed in the future, given the required staffing resources become available.

4.5 EQUIPMENT AND REPLACEMENT PARTS

The City owns two (2) trailer-mounted diesel pumps that can be dispatched with pickup trucks and employed by maintenance crews as necessary for bypass pumping applications. The City has developed an inventory of major equipment and critical replacement parts that is included in Appendix B. As part of the overflow emergency response plan, the City uses local vendors to provide emergency equipment to supplement the City's inventory on an as needed basis.



CHAPTER 5

Element V: Design and Performance Provisions

SWRCB Waste Discharge Requirement:

1. Design and construction standards and specifications for the installation of new sanitary sewer systems, lift stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
2. Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

5.1 DESIGN CRITERIA FOR INSTALLATION, REHABILITATION AND REPAIR

The City's Sanitary Sewer Design Standards, Standard Plans, and Standard Specifications for sewer mainlines, structures and appurtenances like maintenance holes, lift stations, and service laterals are administered by the Public Works Department.

5.1.1 General

In accordance with the City Design Standards (Section 19 – Sanitary Sewers), the City has adopted the Central Contra Costa Sanitary District (CCCSD) Standard Specifications.

The complete version of the City's Standard Plans Design Standards and Standard Specifications is located on the City's website at <https://www.ci.hercules.ca.us/government/engineering-public-works/standard-design-plans-specifications>. The complete version of CCCSD's Standard Specifications is located on CCCSD's website at <https://www.centalsan.org/standard-specifications>. The referenced CCCSD standards provide for both new construction and rehabilitation and repair of all main lines sewers, trunk sewers, manholes and other collection system appurtenances.

5.1.2 Lift Stations

Lift stations standards are not included in the design standards but are handled on a case-by-case basis. The City requires that all new or rehabilitated lift stations be designed by an appropriately experienced engineer and approved by the City before construction and acceptance by the City Council.



Chapter 5

Element V: Design and Performance Provisions

5.1.3 City Sewer System – Authorized Pipe Materials

The materials authorized and accepted by the City to be used in the sewer system are shown in Table 7.

Table 7. Acceptable Pipe Materials for New Gravity Sewers		
Material	Designation	Standard
House Sewers (4" and 6")		
PVC Solid Wall – SDR 26	Use for house sewers 4" or 6"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
ABS Solid Wall Schedule 40	Use for house sewers 4" or 6"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
Vitrified Clay Pipe (VCP)	Use for house sewers 4" or 6" repairs only	CCCSO Approved Materials List Standard Specifications – 2014 Edition
DIP Class 52	Use for house sewers 4" or 6"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
Cast Iron Soil Pipe (CIP) Class SV	Use for house sewers 4" or 6" repairs only	CCCSO Approved Materials List Standard Specifications – 2014 Edition
HDPE SDR 17 Gray (Ductile Iron Pipe O.D.)	Pipe Bursting or Directional Drilling only or at Inspector's discretion	CCCSO Approved Materials List Standard Specifications – 2014 Edition
PVC Solid Wall C900 (DR-14, DR-18, DR-25)	Use for house sewers 4" or 6"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
Main Sewers (Less than 18")		
PVC Solid Wall – SDR 26	Use for main sewers less than 18"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
Ductile Iron CL52 – Epoxy Lined and Bituminous Coated	Use for main sewers less than 18"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
PVC Solid Wall C900 or C905	Use for main sewers less than 18"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
HDPE SR 17 Gray (Ductile Iron Pipe Size O.D.)	Use for main sewers less than 18"	CCCSO Approved Materials List Standard Specifications – 2014 Edition
Vitrified Clay	Use for main sewers less than 18"	CCCSO Approved Materials List Standard Specifications – 2014 Edition



Chapter 5

Element V: Design and Performance Provisions

5.1.4 Private Sewer Systems and Private Laterals

The CCCSD Code provides the authority of the City Engineer; states that only Contractors licensed in the state of California (and Property Owners in particular cases) may perform work on private or public sewers; requires Contractor registration; and provides for Plan review, inspection, connection and other service charges.

5.2 INSPECTION AND TESTING CRITERIA

The City's Wastewater Collection System inspection and testing Criteria are based on the CCCSD Standard Specifications. Inspections are performed by the City Assistant Civil Engineer, City Public Works Superintendent, or a contracted inspector. The City's inspection and testing criteria are:

5.2.1 New and Rehabilitated Gravity Sewers

- Design

Sewer system designs must be prepared by a licensed civil engineer for the review and approval by the City.

- Inspection during Construction

All new gravity sewers will be inspected during construction to ensure that the sewer is constructed in accordance with the approved design. Specific approvals will be required by the inspector prior to backfilling all trenches, prior to paving, and prior to acceptance by the City. The contractor will be required to provide survey controls so that the inspector can verify line and grade (slope). Unusual conditions and special features will be recorded for future reference.

- Leakage

All new gravity sewers will be tested in accordance with City Design Standards (Section 19 – Sanitary Sewers) to verify that they have been properly constructed. Gravity sewers that fail the test shall be repaired and retested until they pass.

- CCTV Inspection

All new gravity sewers will be inspected using CCTV to verify that the pipe is free from defects/damage, that the joints have been correctly constructed, and that the sewer is free from sags that will cause future operational problems. Gravity sewers shall be cleaned prior to inspection and shall be flushed with water so that sags can be readily identified. Defects shall be recorded following the City standards. Sags that exceed one inch in depth shall be repaired.



Chapter 5

Element V: Design and Performance Provisions

5.2.2 New and Rehabilitated Manholes

- Leakage

All new manholes will be vacuum tested to verify that the joints, connections, and frame/cover are tight in accordance with City Design Standards (Section 19 – Sanitary Sewers). Manholes that fail the vacuum test shall be repaired using materials and methods approved by the City and retested until they pass.

5.2.3 New and Rehabilitated Lift Stations

- Inspection during Construction

All new and rehabilitated lift stations will be inspected during construction to ensure that they are constructed in accordance with City Design Standards (Section 19 – Sanitary Sewers). Unusual conditions and special features will be recorded for future reference.

- Functional Test

- All systems in new and rehabilitated lift stations will be tested to ensure they function as intended. Performance Test

All new and rehabilitated lift stations will be required to pass an extended performance test to ensure that they are capable of reliably meeting the design performance for a period of continuous operation without failure or alarms. The results of these performance tests will be recorded for use as a basis for evaluating future lift station performance.

CHAPTER 6

Element VI: Overflow Emergency Response Plan



SWRCB Waste Discharge Requirement:

Each Enrollee shall develop and implement an Overflow Emergency Response Plan (OERP) that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- a. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- b. A program to ensure an appropriate response to all overflows;
- c. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- d. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- e. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- f. A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

The OERP is included in full in Appendix C. This section includes the purpose, policy, and goals of the OERP.

6.1 PURPOSE

The purpose of the City's OERP is to support an orderly and effective response to SSOs. The OERP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting SSOs that may occur within the City's service area. This OERP satisfies the SWRCB Statewide GWDR, which require wastewater collection agencies to have an OERP.

6.2 POLICY AND GOALS

The City's employees are required to report all wastewater overflows resulting from the City-owned/maintained sanitary sewer system and to take the appropriate action to secure the wastewater overflow area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system overflows as soon as possible following notification. The City will follow reporting procedures regarding sewer spills as set forth by the San Francisco Bay Regional Water Quality Control Board (RWQCB) and the SWRCB.

The City has acknowledged that the current OERP and procedures are working for smaller and infrequent overflows, but due to staffing issues, the City is vulnerable to negative impacts resulting



Chapter 6

Element VI: Overflow Emergency Response Plan

from a large overflow or an overflow which impacts critical infrastructure. The City plans to develop and implement a formal on-call system to provide a more robust and reliable response to potential major overflows. The system would include a dedicated call-out system, 24-7 on-call Staff, and documented procedures. Expanding this system would offer a cross-training opportunity with other City Staff who are currently not involved in responding to SSOs.



CHAPTER 7

Element VII: Fats, Oils, and Grease (FOG) Control Program

SWRCB Waste Discharge Requirement:

Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- a. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- b. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- c. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- d. Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- e. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- f. An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- g. Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

7.1 NATURE AND EXTENT OF FOG PROBLEM

From 2011 through April 2018, the City had only one recorded SSO in the California Integrated Water Quality System (CIWQS) database that was caused by FOG.

7.2 FOG SOURCE CONTROL PROGRAM - REVIEWS & INSPECTIONS

There are 20 areas in the sewer system referred to as “hot spots”. The hot spots require frequent preventative maintenance, mostly to prevent FOG-related problems. The City requires FOG pretreatment in the form of grease interceptors for Food Service Establishments (FSEs). The current Code is posted on the City's website at: <http://www.codepublishing.com/CA/Hercules/>. The City participates in the Contra Costa Clean Water Program, which currently conducts FOG inspections at FSEs within the City.



Chapter 7

Element VII: Fats, Oils, and Grease (FOG) Control Program

7.3 RESPONSE TO GWDR REQUIREMENTS

Requirement (a): An implementation plan and schedule for a public education outreach program should promote proper disposal of FOG.

Response: The Contra Costa Clean Water Program develops and distributes the outreach materials provided in Appendix D to Food Service Establishments (FSE) through their website at <https://www.cccleanwater.org/userfiles/documents/files/278/SKMBTC45109060910200.pdf>

The City has also identified a potential outreach opportunity in the residential areas of the City and plans to develop a public education/outreach program in the future, given the availability of resources.

Requirement (b): A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area.

Response: The City is currently managing its FOG by requiring grease, oil, and sand interceptors where the Director of Public Works deems they are necessary. The City Municipal Code requires the discharger to maintain the interceptor in a continually efficient operation.

Requirement (c): The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG.

Response: The City's Municipal Code provides the legal basis and authority to prohibit discharges to the system and identifies measures to prevent SSOs and blockages caused by FOG, see Section 5-4.07. The City's current Code is posted on the City's website at: <http://www.codepublishing.com/CA/Hercules/>.

Requirement (d): Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements.

Response: Section 5-4.07 of the City's Municipal Code requires the installation of grease removal devices where the Director of Public Works deems it is necessary. The City also participates in the Contra Costa Clean Water Program, which works with FSEs to convey standards, BMPs, maintenance and recordkeeping requirements.

Requirement (e): Authority to inspect grease producing facilities, enforcement authorities, and determination of whether the collection system agency has sufficient staff to inspect and enforce the FOG ordinance.

Response: The authority to inspect or review facilities is granted by the Municipal Code in Section 5-4.07. The FOG ordinance is inspected and enforced through the Contra Costa Clean Water Program.

Requirement (f) and (g): Requirement (f) is an identification of sewer system sections subject to FOG blockages and the establishment of a cleaning maintenance schedule for each section, and



Chapter 7

Element VII: Fats, Oils, and Grease (FOG) Control Program

Requirement (g) is the development and implementation of source control measures, for all sources of FOG discharged to the sewer system.

Response: The City's Hot Spot program is focused on problematic areas many of which are FOG related. Hot spots are cleaned on a quarterly schedule. Source control measures for FSEs are provided through the City's participation in the Contra Costa Clean Water Program. An opportunity remains for FOG outreach in residential areas.



SWRCB Waste Discharge Requirement:

The Enrollee shall prepare and implement a CIP that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the CIP must include:

- a. **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- b. **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- c. **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D.14.

8.1 SYSTEM CAPACITY EVALUATION

The City contracted with Dudek to complete the Sewer Collection System Master Plan dated August 2008 (2008 Master Plan). As part of the 2008 Master Plan, a Capacity Assurance Plan was developed. A Pizer, Inc. Hydra Model was developed to evaluate the capacity of the system and a EPA SWMM model was developed to evaluate the potential for overflow. The study found that the City had adequate capacity to handle dry weather flows, but there were predicted capacity restrictions during a wet weather event. The City is currently in the process of updating the Collection System Master Plan.

8.2 DESIGN CRITERIA.

The capacity-related design criteria, including base wastewater flow and peaking factors, can be found in the CCCSD Standard Specifications Section 4.

8.3 CAPACITY ENHANCEMENT MEASURES - CAPITAL IMPROVEMENT PROGRAM (CIP)

The 2008 Master Plan identified four capacity enhancement projects, three of them being for the trunk line and one for the sewer line upstream of the Willow Pump Station. The City's current Wastewater Collection System Master Plan, which includes the CIP budget and schedule is included as Appendix E.



CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications

SWRCB Waste Discharge Requirement:

The Enrollee shall:

- a. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- b. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- c. Assess the success of the PM program;
- d. Update program elements, as appropriate, based on monitoring or performance evaluations; and
- e. Identify and illustrate SSO trends, including: frequency, location, and volume.

9.1 PERFORMANCE MEASURES

The indicators that the City will use to measure the performance of its wastewater collection system and the effectiveness of its SSMP are:

- SSOs: Total number
- SSOs: Number for each cause (roots, grease debris, pipe failure, capacity, lift station failures, and other)
- SSO Rate (#/100 miles/year)

In addition, the City will consider other performance measures with metrics in the future for issues such as CCTV assessment work, and rehabilitation and replacement of sewers.

9.2 BASELINE PERFORMANCE

The City has performance measures in place and it will evaluate its performance annually following the end of the calendar year. The historical, or baseline, performance is shown below for gravity mains, lift stations, and force mains.



Chapter 9

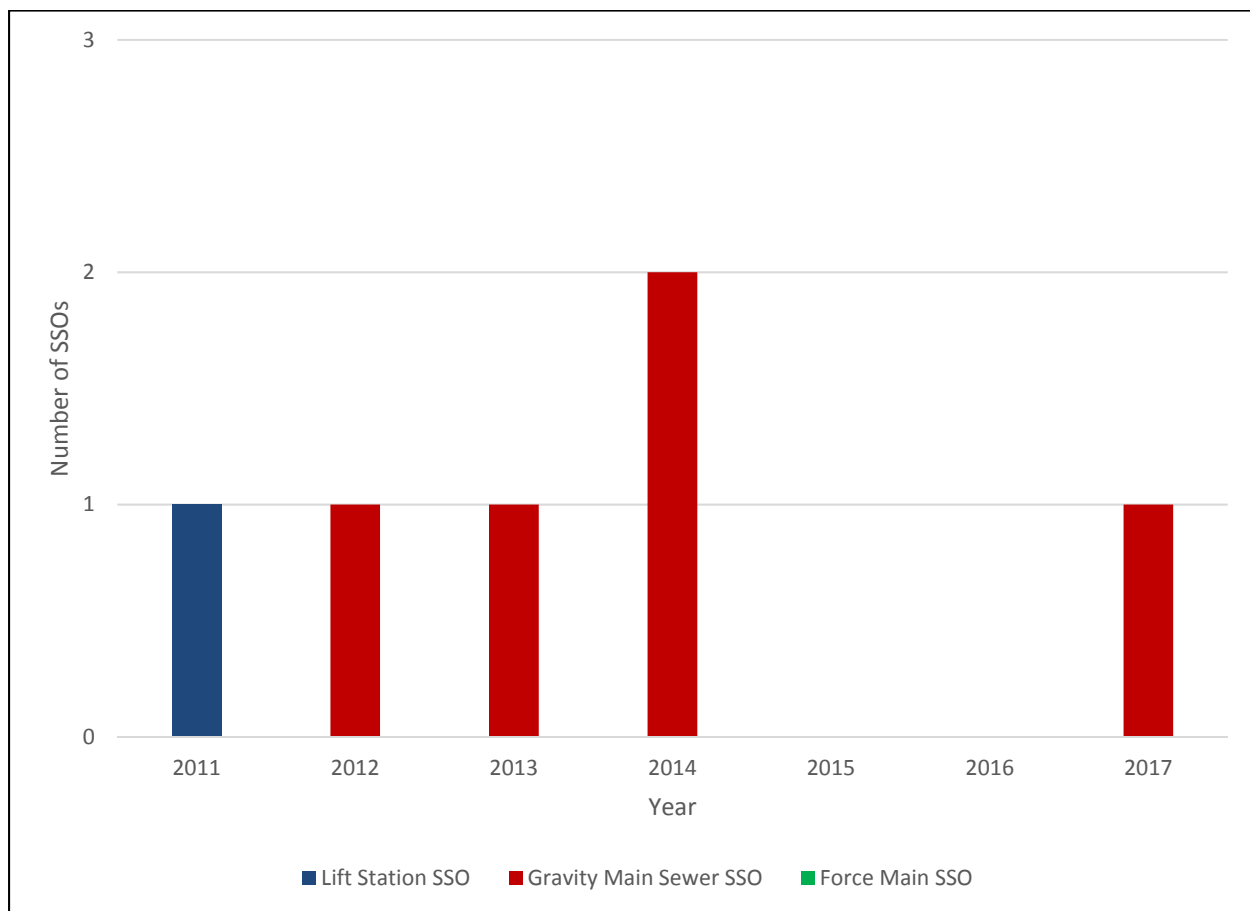
Element IX: Monitoring, Measurement, and Program Modifications

9.2.1 Mains, Lift Stations, and Force Mains

The baseline performance and SSO trends for gravity mains, lift stations, and force mains is shown in Table 8 and Figure 4.

Calendar Year	Gravity Main Sewer SSOs	Lift Station SSOs	Force Main SSOs
2011	0	1	0
2012	1	0	0
2013	1	0	0
2014	2	0	0
2015	0	0	0
2016	0	0	0
2017	1	0	0

Figure 4. Trend in Number of Gravity Sewer, Lift Station, and Force Main SSOs





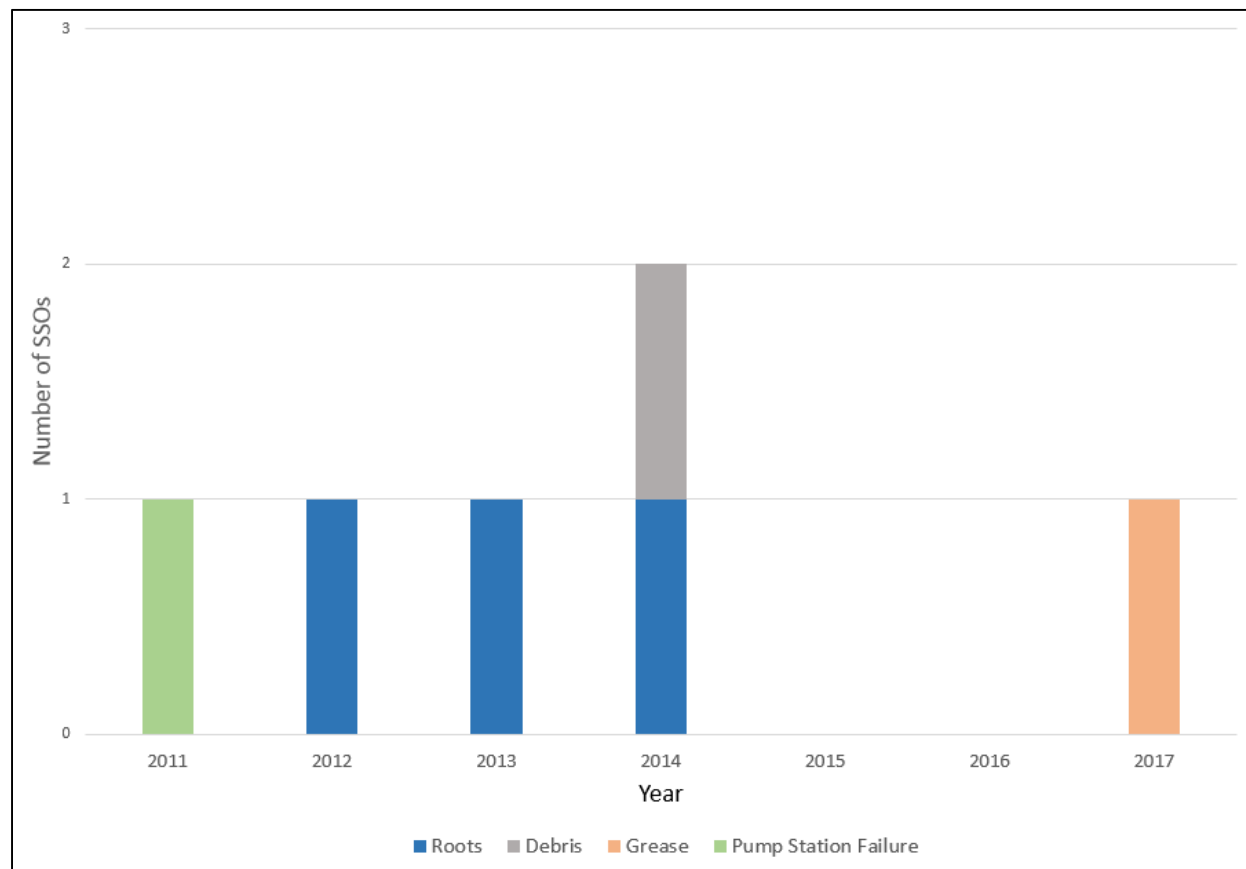
Chapter 9

Element IX: Monitoring, Measurement, and Program Modifications

Table 9 and Figure 5 show the data and trends in causes of Mainline, Lift Station and Force Main SSOs for the last seven years (2011-2017).

Table 9. SSOs by Cause								
Year	Roots	Debris	Grease	Infiltration	Vandal-ism/Other	Pipe Failure	PS Failure	Total
2011	-	-	-	-	-	-	1	1
2012	1	-	-	-	-	-	-	1
2013	1	-	-	-	-	-	-	1
2014	1	1	-	-	-	-	-	2
2015	-	-	-	-	-	-	-	0
2016	-	-	-	-	-	-	-	0
2017	-	-	1	-	-	-	-	1
Total	3	1	1	0	0	0	1	6

Figure 5. Trend in SSO Cause





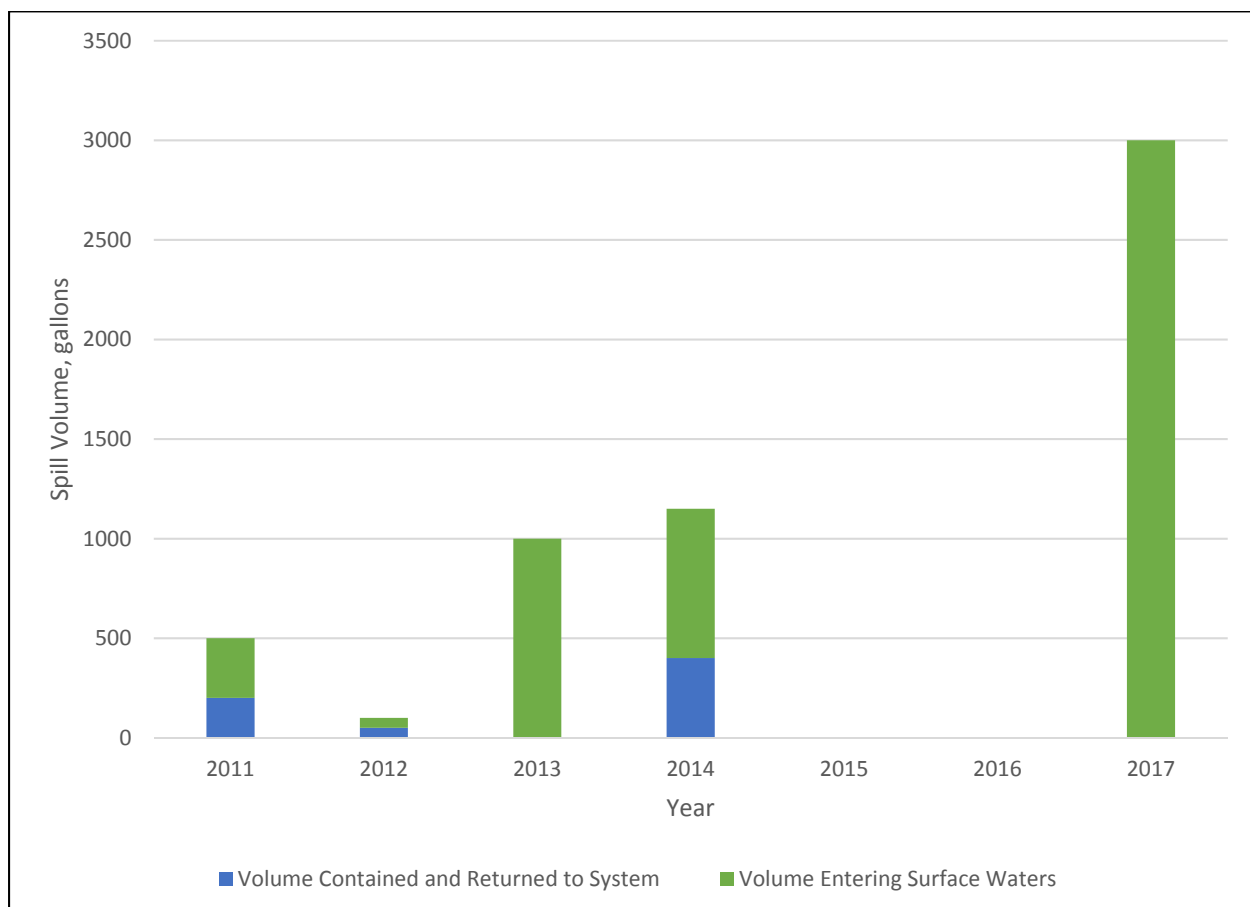
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Element IX: Monitoring, Measurement, and Program Modifications

Table 10 and Figure 6 indicate the SSO volumes and trends for the seven-year period. The number of SSOs has not changed much over the seven-year period, but the spill volume of the SSOs has increased over time. Note that there were no SSOs in 2015 and 2016 and thus no volume data was reported.

Year	Total Volume, gallons	Portion Contained and Returned to Sewers, percent	Total Volume Entering Surface Waters, gallons
2011	500	40%	300
2012	100	50%	50
2013	1000	0%	1000
2014	1150	35%	750
2015	-	-	-
2016	-	-	-
2017	3000	0%	3000

Figure 6. Trend in Volume of SSOs





Chapter 9

Element IX: Monitoring, Measurement, and Program Modifications

9.3 PERFORMANCE MONITORING AND PROGRAM CHANGES

The City will evaluate the performance of its wastewater collection system as required using the performance measures identified in Section 9.1 of this Element.



CHAPTER 10

Element X: SSMP Program Audits

SWRCB Waste Discharge Requirement:

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

10.1 AUDITS

The City implemented a regular audit program in 2017. The City will audit its implementation and compliance with the provisions of this SSMP every two years as required by the WDR. The audit will be conducted by a team consisting of City Staff selected from the Public Works Department. The audit team may include members from other departments of the City, outside agencies, or contractors.

The SSMP Audit Template, included in Appendix F, is used to guide the audit process and includes the GWDR requirements for each SSMP element. The audit may contain information about successes in implementing the most recent version of the SSMP, and identify revisions that are needed for a more effective program. The results of the audit should include the identification of any opportunities for improvement, deficiencies, and the steps taken or planned to correct deficiencies. Audit information will be included in an Audit Report.

Audit tasks completed in 2017 included a gap analysis and effectiveness evaluation on the 2012 SSMP. These documents were assembled into an Audit Report, included in Appendix F. Modifications and changes to the SSMP will be identified and tracked in a Change Log, Appendix G.

10.2 SSMP UPDATES

The City will recertify its SSMP on a schedule of once every five years from the original date of City Council adoption and approval (2012) or when substantial changes are made in the SSMP. The City will determine the need to update its SSMP more frequently based on the results of the audits and the performance of its wastewater collection system using information from the Monitoring and Measuring Program in Element IX. In the event that the City decides that an update is warranted, the process to complete the update will be identified, assigned to certain staff and include a schedule for completion. The City will complete the update and take the revisions to the City Council no later one year of identifying the need for an update. Council adoption documents are included in Appendix H.



CHAPTER 11

Element XI: Communication Program

SWRCB Waste Discharge Requirement:

The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

11.1 COMMUNICATION DURING SSMP DEVELOPMENT AND IMPLEMENTATION

The City maintains a website (<http://www.ci.hercules.ca.us/>) to inform the public about City activities. The City's website is an effective communication channel for providing alerts and news to the public. The website provides important announcements, public hearing notices, links to agendas and minutes for City Council meetings, and other key information for City residents. The City will publish the most up-to-date SSMP on the Public Works Department page of the City website. The current SSMP was first certified by the City Council during a public City Council meeting on August 21, 2012.

The City communicates with the City Council at public meetings that allow for input from the public with regard to the implementation and performance results of the collection system operations.

APPENDIX A

Responsible Officials in SSMP Development

Appendix A - Responsible Officials in SSMP Development – Contact Info

Element	Element Name	Position Title	Responsible City Official	Phone	Email
-	Introduction	Public Works Director/City Engineer	Mike Roberts	(786) 250-1457	mikeroberts@ci.hercules.ca.us
I	Goals				
II	Organization				
III	Legal Authority				
V	Design and Performance Provisions				
VIII	System Evaluation and Capacity Assurance Plan				
IX	Monitoring, Measurement and Program Modifications				
X	Program Audits				
Appendix E	Wastewater Collection System Master Plan				
Appendix F	SSMP Audit Reports				
Appendix H	SSMP Council Adoption Documents				
IV	Operations and Maintenance Program	Public Works Superintendent	Jeff Brown	(510) 812-4630	jbrown@ci.hercules.ca.us
VI	Overflow Emergency Response Plan				
VII	Fats, Oils and Grease (FOG) Control Program				
Appendix A	Responsible Officials Contact Info				
Appendix B	Sewer System Major Equipment and Critical Parts Inventory				
Appendix C	Overflow Emergency Response Plan (OERP)				
Appendix D	Contra Costa Clean Water Program FOG Outreach Materials				
Appendix G	SSMP Change Log				
XI	Communications Program	Assistant Civil Engineer	Jose Pacheco	(510) 799-8247	jpacheco@ci.hercules.ca.us

APPENDIX B

Sewer System Major Equipment and Critical Parts Inventory

Sewer System Major Equipment Inventory	
Equipment item	Number Available
Utility Truck	10
Portable Trash Pump (6")	2
Portable Trash Pump (4")	1
Portable Trash Pump (2")	2
Backhoe	1
5 Yard Dump Truck	1
Portable Generator	8

Critical Sewer System Replacement Parts Inventory		
Part Description	Number in Inventory	Location
Willow LS – Backup Pump	1	Willow Lift Station
John Muir LS – Backup Pump	1	John Muir Lift Station
Industrial LS – Backup Pump	1	City Corp Yard
Bayside LS – Backup Pump	1	Bayside Lift Station
Victoria LS – Backup Pump	1	Victoria Lift Station
<i>Last Inventory Date: 12/1/2018</i>		

APPENDIX C

Overflow Emergency Response Plan



CITY OF HERCULES

SANITARY SEWER OVERFLOW (SSO) EMERGENCY RESPONSE PLAN

Revised: December 2018

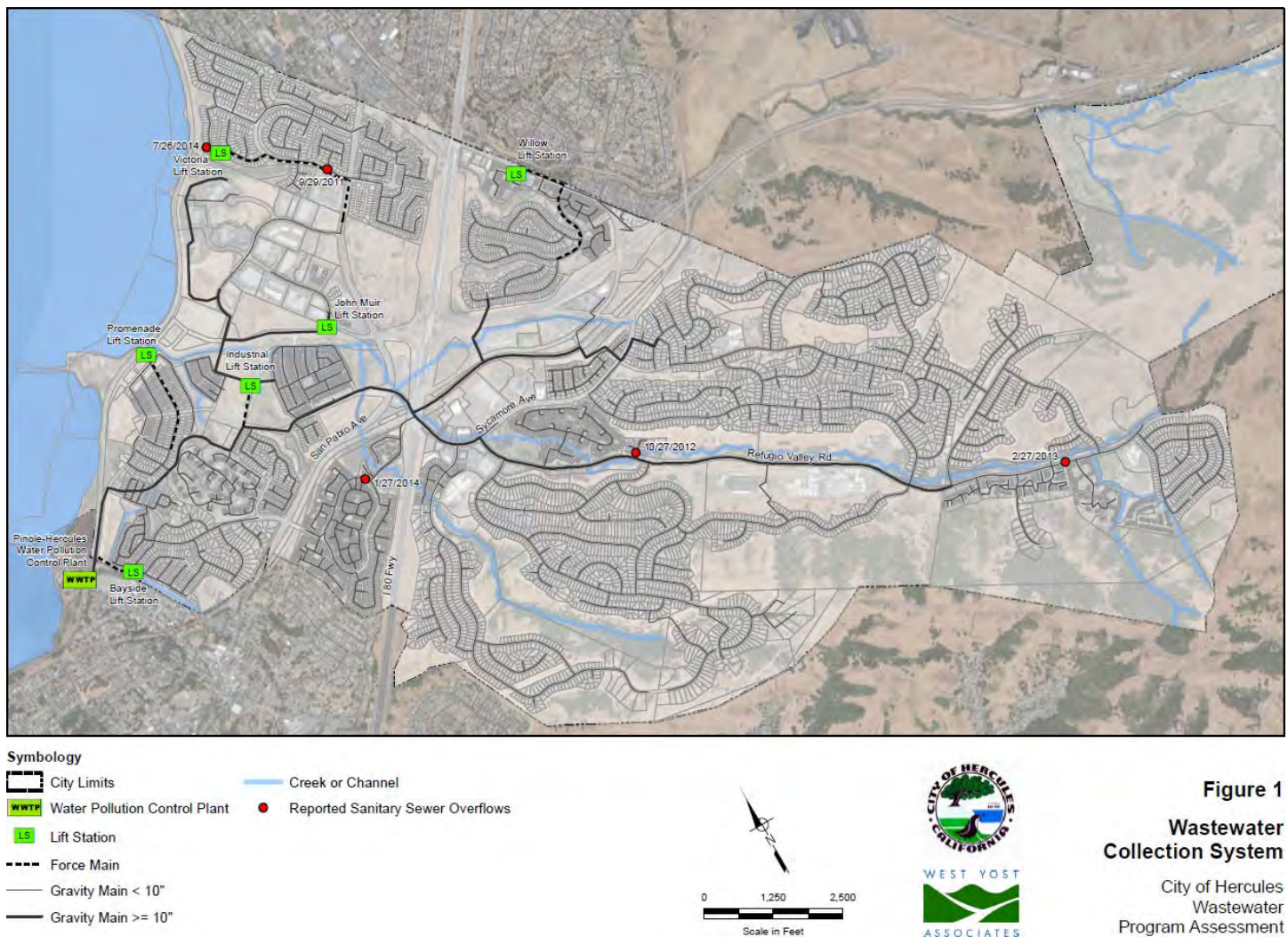
SANITARY SEWER OVERFLOW EMERGENCY RESPONSE PLAN

Introduction

The following sanitary sewer overflow scenarios were developed to address public health and regulatory concerns as the City of Hercules desires to keep the city clean, healthy, and in compliance with sanitary sewer overflow laws.

This document is dynamic in nature and will be updated annually, or as necessary, to reflect new changes in the law, personnel, new public health information, unforeseen sanitary sewer overflow scenarios and changes in clean-up containment technologies. It is intended to primarily address emergency sanitary sewer overflows that have public health significance. It is designed to protect public health and the environment by applying a process that will address a broad range of sanitary sewer overflow scenarios.

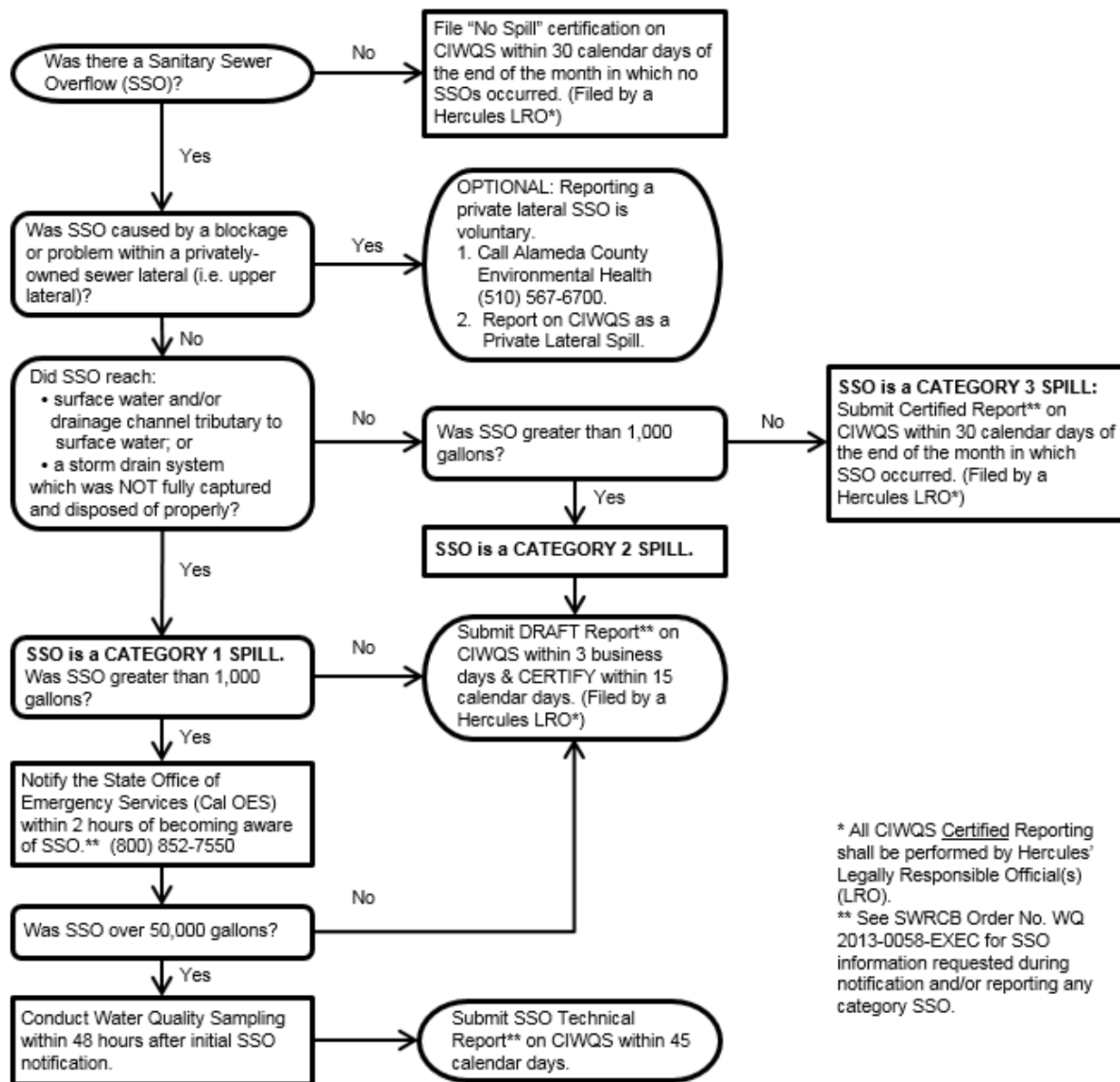
The objectives are to prevent the discharge of raw or partially treated sewage to any waters and to protect public health by preventing backup of sewage and subsequent discharge to basements, streets, and other public and private property.



PROCEDURES

Flow Chart for Deciding How to Report an SSO

A. What kind of sanitary sewer overflows need to be reported:



B. Other potential contacts for notification purposes:

1. San Francisco Bay Region Water Quality Control Board (RWQCB) or Local RWQCB
RWQCB Telephone: (510) 622-2300 (8 a.m. – 5 p.m.)
(510) 286-1255 (Voicemail)
Fax: (510) 622-2460
1. Contra Costa County Health Department (925) 692-2500...925-383-4945
2. Urban Creeks Council of California– (510) 540-6669/Fax (510) 848-2219

3. Local Agencies and Individuals:

- a. Contact as situation dictates.
- b. Report as soon as possible.

Fire Department	(510) 799-4575	Protect Public Health
Police Department	(510) 799-1111	Road Block, Traffic Control, etc.
Public Works	(510) 799-8244	Close areas such as beach, parks, fishing pier, etc.
Water District	(510) 835-3000	Impact on drinking water storage or supply.

Contact any local residents who may be impacted.

Contact Supervisor, Manager or Director, as needed.

C. Field Activities:

1. Typical Respondent's role: (Bring Emergency Response Packet on all Calls.)
 - a. Protect public health, environment and property from sanitary sewer overflows and restore area to normalcy as soon as possible.
 - b. Establish perimeters and control zones with cones, barricades, vehicles or terrain.
 - c. Promptly notify agency communication centers of preliminary sanitary sewer overflow information and potential impacts.
 - d. Contain sanitary sewer overflow to the maximum extent possible. Every effort must be made to prevent the sanitary sewer overflow into surface waters.
 - e. Fill out SSO form.

D. Relieving Cause of the Sanitary Sewer Overflow:

1. Relieve the stoppage as soon as possible by contacting contractor on local vendor list.
2. Refer to and follow all safety regulations.
3. Contain the sewage discharged to the maximum extent possible.
4. If sanitary sewer overflow enters the creek, use screen to collect solids.
5. Any sanitary sewer overflows over 10,000 gallons; the discharger should collect receiving water samples upstream and downstream of the sanitary sewer overflow and have them analyzed for total and fecal coliform. Soil samples may be required in the affected area.

E. Sanitary Sewer Overflow Containment and Recovery:

1. Install air plugs on storm drains whenever appropriate to contain the sanitary sewer overflow.
2. Divert sanitary sewer overflow by building a small berm to change direction of flow to sewer.
3. Divert sanitary sewer overflow by pumping around overflow and return to sewer.
4. Contain sanitary sewer overflow by allowing it to collect in a naturally low area or pump to a storage tank and recover collected sewage as soon as possible.
5. Dike/dam or sand bag sanitary sewer overflow by building a dirt berm to collect the overflow.

F. Clean Up and Disinfection

1. Flush area with tertiary water. The amount of flush water should be at least three times the quantity of the sanitary sewer overflow.
2. If chlorinated water is used for disinfection, the water should be contained and returned to sewer.

G. Sign Posting and Barricading

1. Post **“CONTAMINATED WATER”** signs and block the contaminated area with “yellow caution” tape barricades. Do not remove these until the lab tests are cleared.

H. Sewer Backup Involving Private Property Standard Operating Procedures (SOP)

Refer to Emergency Response Plan (**ERP**) for situational procedures.

Emergency Response Packet Includes:

- Camera
- Cell Phone
- Emergency Response Plan
- Radio

FIRST – Determine if stoppage is in the City main line.

- **IF YES** – Contact contractor on local vendor list to relieve the blockage and backup and call a City staff Supervisor or Manager.
- **IF NO** – Inform customer that the problem is in their private line and that a plumber of their choosing should be contacted to fix the problem.

NEXT - Ask customer if they desire cleanup:

- **IF YES** – Call **E.V. Link @ 1-800-413-2999 or 707-479-1375** (Bruce Burnett). Request a cleanup crew be dispatched. Ask for ETA and relay information to customer. If for some reason E.V. Link cannot be reached, refer to **ERP** for alternate restoration companies.

DO NOT ATTEMPT TO CLEAN SEWAGE BACKUP INSIDE THE BUILDING YOURSELF.

- **IF NO** – Request that the customer sign a “Refusal of Service” form. If customer does not wish to sign this form, fill out form and note that they chose not to sign.
 1. Inform customer to:
 - Keep pets and inhabitants from walking through spill.
 - Put towels or some form of diversion to keep the spill from reaching floor vents and spreading.
 - Start making a list of items and areas affected by the spill.
 - Contact their insurance company.
 2. Take pictures of affected areas and items.
 3. If relocation to a motel is requested, call from the list in the ERP to accommodate. Inform the customer that you can only authorize a one-night stay or until the next business day when a City of Hercules representative or a representative from the City’s insurance company would contact them.

4. Do not volunteer or disown City liability. If asked about liability, inform them that the City's insurance representative would determine liability.
5. Always maintain a professional and courteous approach to these matters. Put yourself in the customers' position and understand that this can be a very stressful and aggravating situation. The customer, understandably, may not be very pleasant.

DO NOT WALK AWAY FROM AN UNRESOLVED SANITARY SEWER OVERFLOW (SSO) THAT HAS THE POTENTIAL FOR IMMEDIATE IMPACT ON PUBLIC HEALTH, SAFETY, OR ENVIRONMENTAL DANGER.

6. If there is a discrepancy as to responsibility, and/or no other timely solution to resolving an SSO, we will make every effort to fix the problem. All financial and legal responsibilities will be left to determine at a future time.
7. For containment and cleanup of outdoor spills, refer to ERP.
8. In the event that the customer is without service and chooses not to relocate, contact vendor from local vendor list for (2) portable chemical toilets as an option for a short-term solution.

COLLECTION SYSTEM DEPARTMENT SANITARY SEWER OVERFLOW CALCULATION METHOD

To calculate the number of gallons in a sanitary sewer overflow, you must determine the volume of the sanitary sewer overflow. If it is a rectangular contained area:

$$V = L \times W \times D \times 7.48 = \text{Gallons}$$

Example: A spill 100' x 100' x 6"
 $100' \times 100' \times .5' \times 7.48 = 37,400/\text{gallons}$

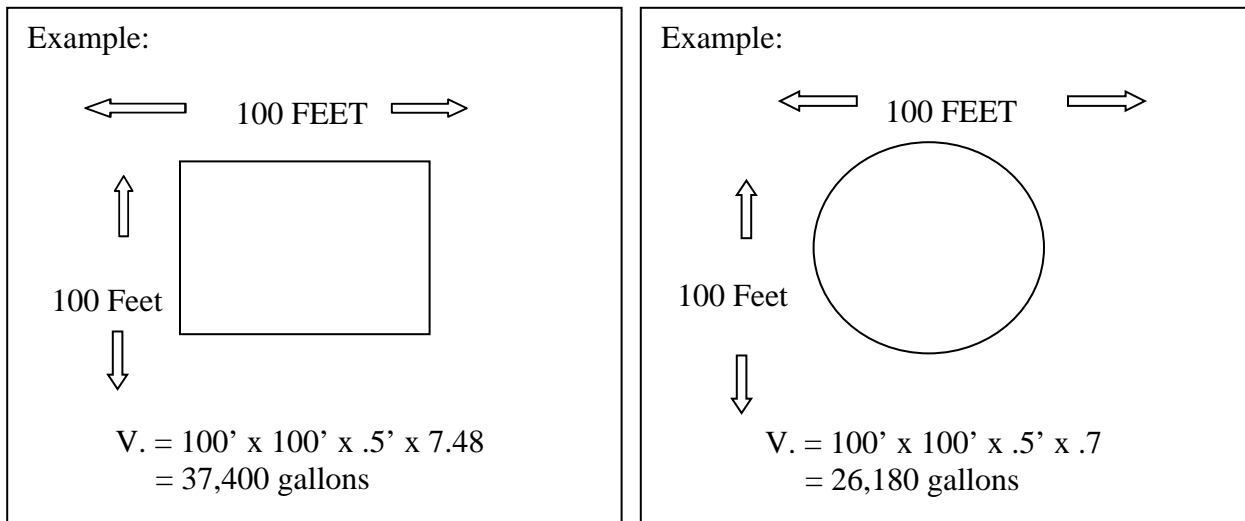
If you are dealing with a sanitary sewer overflow that has been running into a storm drain, you must estimate the gallons by the amount of time of the overflow x the number of connections on the receiving line (200 gallons per household per 24 hours).

Example: If you have a line with 6 houses on it and it has been overflowing for 24 hours:

$$6 \times 200/\text{gallons} = 1,200/\text{gallons}$$

Example: If you have 60 houses on a line that has been overflowing for 1 hour:

$$60 \times 200/\text{gallons divided by 24 hours} = 500/\text{gallons}$$





City of San Diego
Metropolitan Wastewater Department

Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

All estimates are calculated in gallons per minute (gpm)

Wastewater Collection Division
(619) 654-4160



5 gpm



25 gpm



50 gpm



100 gpm



150 gpm



200 gpm



225 gpm



250 gpm



275 gpm

All photos were taken during a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.

rev. 4/00

Homeowners Associations

Contact List

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
500 Alfred Nobel Drive	Collins Management Company Contact: Erica Greyer 500 Alfred Nobel Drive Hercules, CA 94547 (510) 262-1795
Bayside HOA N Front Lewis Drake Ferello Cabrillo Tsushima (N) DeAnza S Front Serra Clark	Patty Gish, Property Manager 925-603-6560 Cathy McCormack, Asst 925-681-4001 email: infocon@vierramoore.com Vierra Moore Co 2151 Salvio St., Suite 333 Concord, CA 94520 1-800-966-1506 925-681-4000 Fax 925-681-2490
Baypointe HOA Boatswain Oarsman So. Wind Compass Pt., Porthole Sunset Crows Nest, Scupper Tidewater Lagoon Seagull Whaler Lighthouse Seaway Malibu Sextant	Collins Management Company Contact: Erica Greyer 500 Alfred Nobel Drive Hercules, CA 94547 (510) 262-1795
Belleterre HOA - Schuler Homes Crestridge Riverview Rimrock Titan Overlook Ridgepoint Rocky Pointe Lookout Ridgeview Shipwatch	Willis Management Group Chris Willis-Property Manager 7033 Village Pkwy #212 Dublin, CA 94568 (925) 828-7150 Fax: 1-925-828-7195
Bravo HOA Dorado Tuscany Florence Sorrento Marsala Napoli Palermo	HBM, Inc. Attn: Rosie Rivera, CCAM – Association Manager 1855 Gateway Blvd., #340 Concord, CA 94520 Office: 925-687-1855 x27 Fax: 925-687-0332 Email: rrivera@hbmcorp.com

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
Caprice HOA Caprice Haviture Wy Vierra	Colleen Montoya Community Association Manager M&C Association Management, Inc. An Associa Company 4305 Hacienda Drive Pleasanton, CA 94588 925-460-8890 x105 408-396-5919 (cell) 925-460-8897 (fax) cmontoya@mccommunities.com
Chelsea-By-The-Bay HOA Brenner Cardoza O'Neil Variz Weiss	Willis Management Group Chris Willis-Property Manager 7033 Village Pkwy #212 Dublin, CA 94568 (925) 828-7150 Fax: 1-925-828-7195
Citation –Coventry HOA Camden Hampton Kensington	Jean Bates & Associates Inc Attn. Sally Hanson, Property Manager 1120 Second Street #110 Brentwood, CA 94513 925-516-9710
Christison Company	Christison Company 3090 Independence Drive, Suite 100 Livermore, CA 94551 925-371-5700 Fax 925-371-59
Cottage Lane HOA	Jean Bates & Associates Inc Attn. Sally Hanson, Property Manager 1120 Second Street #110 Brentwood, CA 94513 925-516-9710
Country Run HOA Arete Peak Basin Pinnacle Bluff Playa Crag Range Hill Terrace Knoll Valley Run Mesa Wadi Run Moraine	Miramonte Lin Yates-Property Manager 1225 Alpine Drive #206 Walnut Creek, CA 925-932-7100

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
Devonwood HOA	Lorraine Walsh, President 214 Devonwood, Hercules, CA 94547 724-1737 Massingham & Associates Management Inc. Melissa Hajostek, Property Manager 4085 Nelson Avenue #A Concord, CA 94520 925-405- 4703
Forest Park HOA (Village coalition)	Peter Kodzis, President 2621 Lucas Avenue, Pinole, CA 94564 243-0699 Massingham & Associates Management Inc Attn. Linda Schoeffner, Property Manager Concord, CA 94520 925-405- 4900 fax 925-677-7398 9/06
Foxboro Downs HOA Bristol Chelsea Dover Weymouth Windsor CONDO'S	Allean Banks, President 604 Windsor, Hercules, CA 799-9486 John Stewart Company Attn. Cindy Yonning, Property Manager 1388 Sutter, 11 th Floor, San Francisco, CA 94109 (415) 345-4400; Fax: (415) 614-9178 On Site # 510-799-0373
Foxboro Heights HOA Bedford Newbury Brighton Oxford Canterbury Cardiff Dartford Edinburgh SINGLE FAMILY	Helen Wong 139 Oxford, Hercules, CA 799-4188 Matrix Property Management 4861 Sunrise Dr, #104 Martinez, CA 94553 Beth Marquez 925-228-4710 x 14
Foxboro Village HOA Coventry Manchester Davenport Sheffield Glasgow Worthing Lancaster Liverpool London TOWNHOUSES	Don Kuehne, President 133 Lapis Court, Hercules, CA 94547 799-8799 REAL MANAGE Attn. Joanne Johnsted, Manager 68 Mitchell Boulevard, #100, San Rafael, CA 94903 (415) 491-8930; Fax: (415) 491-0328

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
Glenwood HOA	Lynn L. Waslohn LLW Properties E.G. "Doc" Waslohn-Manager 1652 W. Texas Street, #106 Fairfield, CA 94533 1-707-428-0490 Fax 1-707-429-8279 Emergency 1-707 420-3840
Hercules-By-The-Bay HOA Buckley Dunham Skelly Fawcett Stout Pavon Williams Pearce Woodfield Rosti Santa Fe Historic Homes District	Euclid Viegas 724-2195 (Direct mail to management company.) Willis Management Group Chris Willis, Property Manager 7033 Village Parkway, #212 Dublin, CA 94568 925-828-7150 Fax 1-925-828-7195
KB – Sycamore Villas HOA Fountain Grass Court, Lavender Place	Community Associations Services Greg Toler, Maint. Dir. Association Maintenance Services Kimberly Carter, Adm. Coordinator 5675 Sunol Blvd, #100 Pleasanton, CA 94566 925-461-9900 x116 Greg, x125 Kim. Fax 925-461-1040
KB – Sycamore Villas HOA Black Walnut, Blue Cypress Dutch Elm, Mahogany, Rosewood, Silver Maple	Christison Company 05/05 Attn. Pamala Christian 5675 Sunol Boulevard, Suite 100 Pleasanton, CA 94566 Old: 707-748-2140 New: 925-461-9900 x211 Fax: 925-461-1040 email: PamalaChristian@ChristisonCompany.com
ORB Partnership c/o Donald Rosenberg One Southeast Third Ave #3050 Miami, FL 33131 tel 305-358-2600 fax 305-375-0328	Attn. Mrs. Yoncie D. Griswold 283 Randall Drive Folsom, CA 95630 Cell # 916-580-5658 Email: Yoncia@comcast.net
Olympian Hills HOA Apollo Olympus Athena Orion Atlas Zephyr Bacchus Zeus Hera Hermes Nike	Willis Management Group Chris Willis, Property Manager 7033 Village Parkway #212 Dublin, CA 94568 925-828-7150 Fax 1-925-828-7195

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
Promenade HOA (WPH) Earnest Railroad Ave Main Talley Park Taraya Promenade	Willis Management Group Chris Willis, Property Manager 7033 Village Parkway #212 Dublin, CA 94568 925-828-7150 Fax 1-925-828-7195
Refugio Valley Maint. Assn. Armstrong Balboa Fremont Carson Halsey Coronado Raleigh Cortes Stanley Decatur Grissom Farragut Shepard	Call Info Line 868-2253
Refugio Villas HOA Fountain Grass Court, Lavender Place	Christison Company Tena Hamann, Property Manager 3090 Independence Drive, Suite 100 Livermore, CA 94551 Christina 925-371-5700
Refugio Valley Ranch Master Association HOA Aruba Cayman Bermuda Grenadine Bonaire Mandalay Catalina Montego Also: Southwind & Some RVR	Pat Patton - No. Unknown. REAL MANAGE Attn. Vickie 68 Mitchell Blvd #100 San Rafael, CA 94903 415 -491-8930 X 113
Sycamore Place	Attn. Marshall Gross Tel. 415-789-9106 Fax 415-789-9182
Sycamore Villas HOA Black Walnut, Blue Cypress Dutch Elm, Mahogany, Rosewood, Silver Maple	Christison Company Tena Hamann, Property Manager 3090 Independence Drive, Suite 100 Livermore, CA 94551
Schuler Homes - Belleterre HOA Crestridge Riverview Rimrock Titan Overlook Ridgepoint Rocky Pointe Lookout Ridgeview Shipwatch	Willis Management Company Attn. Chris Willis, Manager 7033 Village Parkway #212 Dublin, CA 94568 1-925-828-7150 x 103 Fax 1-925-828-7195

HOMEOWNER ASSOCIATION	MANAGEMENT COMPANY
Valley Oak Villas HOA Amber Aquamarine Crystal Moonstone Sapphire	Paul Nicholas, President 19 Crystal Circle, Hercules, CA 94547 510-799-7013 Massingham & Associates Management, Inc David Boone, Property Manager 4085 Nelson Avenue, Suite A Concord, CA 94520 1-925-405-4733 Fax 925-677-7398
Victoria By The Bay Association	Vierra Moore Co. email: infocon@vierramoore.com Attn. Patty Gish 2151 Salvio Street, #333 Concord, CA 94520 925-681-4000 1-800-966-1506 fax 925-681-2940
Westwood Duets HOA Felton Lampico Scotts Valley Ben Lomond Mission Springs, Bonne Dunne.	Drew Weeks, President 137 Scotts Valley, Hercules, CA 94547 724-2984 Peachtree Commercial Services Tony Khani, Manager P.O. Box 587, Union City, CA 94587 (510) 487-3383; x34Fax: (510) 487-6936 Kristine@peachtree.cas.com
Wildwood HOA Wildwood	Laurel Thurgood 338 No. Wildwood, Hercules, CA 94547 510-724-6175 Massingham & Associates Mgmt Inc. (acquired Lodestar Management) Attn: Melissa Hajostek, Property Manager 2000 Crow Canyon Pl. #120 San Ramon, CA 94583 925-553-1500 fax 925-553-1545
Willow Glen Apartments 844 Willow Avenue Hercules, CA 94547	Carol Andrews, Property Manager 707-746-7700 cell 925-998-3388

Other Contacts

Animals

Animal Control	(510) 374-3966	(510) 646-2995 (Weekends)
Bee Removal	(925) 685-9301	(CCC Mosquito & Vector Control)
A & B Swarm Removal	(510) 458-3900	
Dan Davidson	(510) 429-1717	
Pat Homen	(510) 357-3835	
Rodent Control	(925) 685-9301	(CCC Health Dept)

Governmental

Cal Dept of Transportation	(510) 286-6359	
California Highway Patrol	(925) 646-4980	(707) 551-4200 Option 3 – Communications Center)
Cal OSHA	(925) 602-6517	
Cal Trans/Delta Region/Maint.	(925) 926-6112	
City of Hercules	(510) 799-8200	
City of Hercules/Glen/PW	(510) 812-5366	
City of Hercules/Jeff/PW (Cell)	(510) 812-4630	
City of Richmond	(510) 620-6538	
CCC Flood Control	(925) 313-2270	Mon. – Thurs 6:30 a.m. to 5:00 p.m.
CCC Flood Control/Maint. Div.	(925) 313-7000	
CCC Health Dept	(925) 646-5225	
CCC Public Works/Maint. Div.	(925) 313-7000	
CCC Sheriff	(925) 646-2441	
CCC Signal Maintenance	(925) 313-7052	(925) 313-7054 (Pager Traffic Signals)
Dept Motor Vehicles	(800) 777-0133	
East Bay Regional Parks	(510) 544-3010	or (510) 237-6896 (John Hitchen)
EPA/Dept. of Toxic Substance (8-5)	(510) 540-2122	(800) 260-3972 (ER Response)
Rodeo/Hercules Fire	(510) 799-4575	
Hercules Police	(510) 724-1111	Dispatch

Media (Newspaper)

San Francisco Chronicle	(415) 777-1111
West County Times	(510) 262-2787

Television

KGO - 7	(415) 954-7777
KPIX - 5	(415) 362-5550
KRON - 4	(415) 561-8000
KTVU - 2	(415) 834-1212

Medical

Concentra Medical Center	(510) 222-8000	(Monday - Friday only)
Doctors Hospital (San Pablo)	(510) 970-5000	
Kaiser Hospital (Martinez)	(925) 372-1999	
Kaiser Hospital (Richmond)	(510) 307-1500	
Kaiser Hospital (Vallejo)	(707) 651-1000	

Pipeline Companies

Chevron Pipelines	(800) 762-3404
Kinder Morgan Pipelines	(510) 233-2027
Tosco/Conoco/Phillips Pipelines	(800) 448-7676

Transportation

AC Transit	(510) 817-1717	
BART	(510) 464-6725	
West Cat	(510) 724-7993	
Burlington Northern Santa Fe	(800) 832-5452	* (909) 386-4217 (Emergency Service Interrupt)
Union Pacific Railroad	(510) 891-7510	(800) 892-1283

Utilities

EBMUD (Maintenance Yard)	(510) 222-7976	(510) 835-3000 – Main # After Hours)
Pacific Bell	611	
Pacific Gas & Electric	(800) 743-5000	
Underground Service Alert	(800) 227-2600	
West County Waste Water District	(510) 222-6700	(510) 222-6799 (After Hours)

Vendor Listings**Asphalt / Concrete**

Syar Industries	(510) 215-1555
Berkley Asphalt / Concrete	(510) 526-1611
Sugar City	(510) 724-3412

Building Supply / Hardware / Keys

Armor Locksmith	(510) 799-1000
Dolan's Lumber	(510) 724-8753
El Cerrito Lumber	(510) 234-2213
Ferguson Enterprises	(925) 432-7375
Harbor Freight Tools	(707) 645-0185
Humus	(510) 233-7745
Lanier Electric	(510) 215-5100
McMullen Glass	(510) 724-7117
San Pablo Plumbing Supply	(510) 234-5400
Zac Kit	(707) 644-6676
Home Depot	(510) 245-9572

Contractors

Andre's Mechanical & General Eng	(925) 323-1871	(Hercules Lift Stations)
Aquatic Commercial Pool Service	(408) 741-5871	
Bill's Underground	(510) 719-1739	Cell# (510) 932-1736
Calcon System	(925) 277-0665	(925) 570-8479
Carone & Sons (Joel) (Crockett)	(510) 787-7283	(Roll Off Bins, Excavations, Haz Mat Lic.)
Carone, Bruce (Concord)	(925) 691-2030	Bruce & Lloyd Carone (Excavations)
(Bruce's—Res:	(925) 313-5980	Cell (925) 383-0095
Contra Costa Pool	(510) 724-7665	(510) 799-4404
Ernies Plumbing	(510) 758-1900	Cell# (510) 207-0825
Kel Aire	(510) 758-4232	

Morgan Fence	(707) 428-3302	
H&R Plumbing	(510) 222-5556	
Pacific Pipelines	(707) 689-3357	
Roto Rooter	(925) 939-3100	
Universal Building Supply	(510) 527-1078	Janitorial Service
Pacific Site Maintenance	(510) 223-6597	

Equipment Rental

Allied Propane	(510) 237-7077	
Bay Area Barricade	(925) 686-1089	
Cresco	(925) 228-9811	
Hertz Equipment	(510) 307-4444	
Rain for Rent (24 Hr)	(510) 458-0200	(21,000 gals delivered in 24 hrs)
United Rentals	(510) 562-3000	
D.P. Nicoli	(800) 695-5007	Shoring
The Construction Zone	(925) 387-8013	

Motels

Days Inn (Appian Way)	(510) 222-9400
Motel #6 (Fitzgerald Drive)	(510) 222-8174

Sewer & Storm Drain Supplies

Central Precast Concrete Inc.	(925) 462-6802
D & L Supply	(800) 422-0848
Phoenix Iron Works	(510) 465-9900
Weco	(707) 644-6661

Sewer Clean-up & Drying

E.V. Link (Bruce Barnett)	(800) 413-2999 or (707) 479-1375	
Cure – Water Damage Restoration	(925) 299-8706	Er: (800) 470-2873/Msg: (925) 299-9672 Cell: (925) 437-3113
Ideal Restoration	(800) 379-6881	24 hr. Sewage Clean Up

Towing

AAA Towing	(800) 222-4357
Freeman Towing	(510) 233-0878
J & O Tire	(510) 237-6344
Oliver's Tow	(510) 758 3790
S & S Towing	(510) 232-8000

Traffic Safety Supplies

Bay Area Barricade	(925) 686-1089
California Bag Company	(415) 824-6427
The Construction Zone	(925) 387-8013
Zumar	(800) 654-5164



City of Hercules

Warning

Raw Sanitary Sewer Overflow--Area Closed—Entry Prohibited

**CONTAMINATED WATER
DO NOT DIGEST, WADE, SWIM, FISH
OR
COME IN CONTACT**

**PLEASE KEEP CHILDREN
AND
PETS OUT OF THE AREA**

Questions concerning exposure, posting, and clean-up should be directed to the
City of Hercules Public Works Department during business hours at
(510) 799-8244



City of Hercules
111 Civic Drive
Hercules, CA 94547
(510) 799-8244

Refusal/Acceptance of Overflow Clean-up Services

Resident/Owner Information

Overflow Address: _____

Owner's Address if different than above: _____

Phone Number: _____

Subject: Refusal/Acceptance of Property Clean-up Service Due To Sewage Overflow

Provide details of overflow:

Date: _____ Time: _____

By signing below, homeowner or resident acknowledges **acceptance of clean-up services:**

Signature: _____

Printed Name: _____

Date: _____

By signing below, homeowner or resident acknowledges that clean-up services were offered, but were **refused.**

Signature: _____

Printed Name: _____

Date: _____

Public Works Employee:

Date: _____

Signature: _____

APPENDIX D

Contra Costa Clean Water Program FOG Outreach Materials

Water Pollution Prevention

TIPS



Tips to protect water quality and keep your food service facility clean



Your Business Affects Water Quality

Your business affects water quality in creeks, the Delta and Bay through two different systems — the storm drain system and the sanitary sewer system. The storm drain system, comprised of gutters, pipes, creeks and ditches, carries water directly to creeks, the Bay and Delta.

Only rainwater belongs in the storm drain system, but pollutants enter it in many ways. For example, you're polluting if you wash greasy equipment in your parking lot, or leave grease, food waste or other pollutants on outdoor surfaces where they can be washed into storm drains with the rain. Outdoor pollutants that don't wash into the storm drain system can soak into the ground and reach the groundwater.

The sanitary sewer system carries wastewater (mostly from indoor plumbing) to a sewage treatment plant before the treated water discharges to the Bay or Delta. Although the water is treated, not all pollutants can be removed, and some pollutants disrupt the treatment system or clog sanitary sewer pipes. Grease, toxic chemicals, pesticides and acids are examples of problem pollutants for the sanitary sewer, or the water body into which the treated wastewater is discharged.

Pollution from many small sources adds up to big pollution problems. That's why the Contra Costa Clean Water Program (The Program) has developed this brochure along with the Central Contra Costa Sanitary District (Central San) and the City of Concord to provide clean water solutions for your food service facility.

The Program serves Contra Costa cities and the county in their effort to radically reduce or eliminate pollutants from entering storm drain systems. Central San and other sewerage agencies treat wastewater for county residents. These agencies, along with other valuable contacts, are listed at the back of this brochure as resources for further information.



You Benefit from Preventing Water Pollution

The practices in this brochure benefit your business and water quality. These practices help you avoid clogged sewer lines and sewer back-ups, help prevent pest problems and make your business more attractive for customers. They also reduce your liability. If you pollute the storm drain or sanitary sewer systems, you can be fined as much as \$10,000 per day and \$10 per gallon of discharge.



Your Role in Keeping Our Water Clean

As the owner, manager or team leader, you're responsible for setting a good example for your employees. It's important you understand the pollution prevention practices in this brochure and make sure your employees do too.

We ask you to:

- Read this brochure and make any needed changes to your equipment and practices.
- Assign someone on each shift to make sure the practices are being followed.
- Make sure any cleaning services or other contractors you hire also follow these guidelines; your business can be held liable if your contractor pollutes.
- Know where your drains go. Generally inside drains go to the sanitary sewer, and outside drains go to a storm drain system. Hire a plumbing contractor to check your drains to make sure. Always use the sanitary sewer drains for wash water. Be sure to label the drains for your employees.
- Contact the agencies listed at the back of this brochure if you have questions.
- Call 1-800 NO DUMPING (1-800-663-8674) to report any illegal dumping to storm and sanitary sewer drains.

Tip 1 Provide Training

On-going employee training is essential since preventing pollution depends on everyday actions such as sweeping up litter.

- Train new employees about pollution prevention and why it matters. Review pollution prevention practices with current employees at least four times a year. Document training events and who attended.
- Display the “Tips” poster to remind you and your employees what to do daily. Also, post reminder signs where specific actions are needed. For example, post a sign on your grease recycling container that says, “Keep lid closed”.
- Post your spill control plan. (See Tip 5.)
- Stencil storm drains on or near your property with a “Drains to Bay” message. Call your local municipality to get stenciling materials.



Tip 2 Keep Dumpster Area Clean

Leaky or overflowing dumpsters, garbage cans, and tallow bins are common pollution sources from food service facilities. Follow these steps to keep litter, grease, leftover food and other pollutants under control, so they don't wind up in our storm drain system. These steps also help control pests and keep your business attractive.

- Sweep the dumpster area daily. Don't use soap or bleach for clean-up (unless you have a covered dumpster area that drains to the sanitary sewer and is bermed or otherwise separated from storm water); see Tip 3 regarding outdoor cleaning.
- Always keep dumpster and other container lids closed. If possible, lock the dumpster to prevent illegal dumping.
- Provide plenty of trash and recycling containers for customer use, and empty them into appropriate containers frequently. If your container overflows, get a bigger one or arrange for more frequent collection. Ask your waste hauler how to arrange for separate containers for recyclable materials such as glass and cardboard.
- Bag and seal food waste before putting it in your dumpster. Don't dump liquid waste (grease, fluids) into dumpsters or garbage cans, and don't hose them out to a storm drain.
- Check your dumpster for leaks. If it leaks, tell your waste hauler, and ask for a leak-free dumpster.
- Consider building a roof over your dumpster area, placing a berm around it, providing hot and cold water nearby, and draining the area to the sanitary sewer. Call your city, wastewater district, and County Health Department to learn about construction requirements.



Tip 3 Clean Outdoor Areas Without Polluting

You're polluting if you clean outdoor areas in ways that wash soapy water, oil, grease, and other pollutants to the ground or storm drain system. Any chemicals left on outdoor surfaces can be carried into the storm drain system by the rain. Follow these cleaning practices to prevent water pollution.

- Sweep paved outdoor areas regularly. Place litter in a trash container.
- Never use bleaches, degreasers or detergents for outdoor cleaning (except in an area that you know drains to the sanitary sewer). Do not apply liquid or powder deodorizers to outside surfaces. Even products labeled "biodegradable" or "environmentally safe" can be harmful to fish and wildlife.
- Use absorbent materials to clean spilled grease, oil and any other harmful fluids. Place used absorbent materials in sealed bags before proper, final disposal.
- If you must use water for outdoor cleaning, use a mop and bucket and empty the bucket at a drain connected to the sanitary sewer. If the water is greasy, be sure the drain is connected to a grease removal device.
- If you must hose off an area, sweep it first and avoid or block off any storm drains (such as by placing a specially designed heavy rubber mat over the inlet). Contain the wash water (such as with a portable berm), collect it with a wet vacuum or sump pump, and discharge it to the sanitary sewer connected to a grease removal device.
- Require any outdoor cleaning company you hire to follow these guidelines. Review their practices before and after you hire them, since you can be held liable for any pollution they cause. You can get a list of environmentally certified surface cleaners from the Program.
- For a complete set of outdoor cleaning guidelines, call the Program 1-800-NO DUMPING (925-313-2360).



Tip 4 Clean It Right

Clean equipment in ways that prevent pollutants from reaching the storm drain system.

- When cleaning indoor floors, don't sweep or use a hose or squeegee to send food waste and/or floor cleaning wastewater to the outdoors. Do not dump mop water in parking lots, storm drains or other outdoor areas.
- Do not clean floor mats in the dishwasher. (The health code doesn't allow it.)
- Clean equipment such as floor mats, exhaust filters, and garbage cans in a mop sink

outfitted with a grease removal device. Or, clean equipment in an outdoor area that is covered, bermed, and connected to the sanitary sewer and a grease removal device. If you need to construct an outdoor wash area, call the Health Department and your city and local wastewater agency for construction requirements.

- If you hire a surface cleaning service, make sure they follow the guidelines in this booklet.



Tip 5 Clean Up Spills

Contain and clean spills quickly to prevent potentially serious problems.

- Prevent spills. For example, store supplies where they will not get knocked over, keep containers tightly closed, and organize your delivery area.
- Develop a spill control plan that covers spill prevention and include clean-up and disposal instructions for the different types of spills you might have.
- Assign trained employees to manage spill clean-up.
- Buy or assemble a spill clean-up kit or kits with materials and instructions for the different types of potential spills. Assign someone to keep the kit well stocked, and keep clean-up materials clearly marked and readily accessible.

- Stop any spill at the source. Keep it from spreading by placing absorbent material around it.
- Use dry methods first for spill cleanup, such as sweeping or using absorbents or rags.
- If necessary (and appropriate considering the spill), use water to clean the spill. It's best to use a mop and bucket. If the spill isn't hazardous, oily, or otherwise a problem, dispose of the mop water down one of your sanitary sewer drains. When in doubt, call your wastewater agency. If you want to wash an outdoor spill, see Tip 3 for advice on collecting and properly disposing the wash water.



Tip 6 Keep Grease Out of Drains

These practices can drastically reduce the chance of clogging your drains with food and grease.

- Scrape plates thoroughly into a separate container before rinsing them to reduce grease and food buildup and blockage in your drain line and in grease traps, interceptors and sewers. (See Tip 8 for an explanation of grease traps and interceptors.) If possible, collect food waste separately from other garbage for use as compost or animal feed. Call your local garbage or recycling company for information.
- Donate leftover edible food to the Contra Costa Food Bank. Call (925) 676-7543 for more information.
- Install screens and solid traps in sink and floor drains to catch larger solids. Clean these screens and traps frequently.
- Don't try to "dissolve" grease by adding hot water or chemicals (emulsifiers). This will not solve the problem because it will only temporarily break up the grease and send it further down your sewer lines.



Tip 7 Recycle Grease and Oil

Manage grease recycling to minimize problems.

- Recycle cooking grease and oil. Use tallow bins or sealed containers with tamper-proof lids.
- Keep containers closed except when adding oil or grease.
- Keep the exterior of grease recycling containers clean.
- Avoid spills. Spilled grease is hard to clean up and can wash into the storm drain system.
- Check for leaks. Ask your recycler for a leak-free tallow bin, and replace any leaky grease containers.
- If you store grease containers outside, keep them under a roof, if possible.



Tip 8 Install and Maintain Grease Removal Devices

Many food service facilities have grease removal devices to keep grease out of drain lines and the sanitary sewer system. There are two types: grease traps and grease interceptors. **Grease traps** are box-shaped devices which are typically installed on or below the floor under a sink; they retain grease from one to four plumbing fixtures. **Grease interceptors** are large, outdoor, underground concrete chambers. Both grease traps and interceptors need to be regularly cleaned to keep them working properly. Regular cleaning reduces the chance of clogged drain lines and sewer back-ups. A backed-up sewer is a health code problem and may lead to business closure until the problem is solved.

- Know which indoor drains are connected to a grease removal device, and label them. Always use these drains to dispose of any greasy water.
- Consider installing a grease trap on any indoor drain receiving greasy water. Call a licensed plumber for installation, and call the Health Department, your city, and your wastewater agency regarding permit and sizing requirements.
- If you have a grease trap, make sure your dishwasher isn't connected to it.
- Garbage grinder use is discouraged. If you have one, it should



only be connected to a grease interceptor. Eliminating use of a garbage grinder will reduce interceptor cleaning costs.

- Maintain easy access to your grease removal devices. Don't store things in front of or on top of your grease trap or block access to your grease interceptor with landscaping.
- Regularly inspect your grease removal devices and clean them as needed. Cleaning frequency depends on the device capacity and how much grease is in your wastewater (see Tip #6 on how to reduce grease).
- Make sure your grease trap and interceptor service com-

pany has a county hauling license. Know where they dispose of your grease.

- Supervise grease trap and interceptor service companies or inspect their work after it is done. Make sure they completely pump out grease and all liquids. Ask for a written receipt and a copy of the manifest showing where the grease was taken (so you know they disposed of it legally). Don't pay them until you have the manifest and are satisfied with the work.
- Keep written maintenance records on site for at least three years.

Tip 9 Use Water-Friendly Products

Oven cleaners, disinfectants, and other cleaning products often contain toxic chemicals. Reduce your use of hazardous materials and you'll automatically reduce the personal, environmental and health risks associated with them.

- Buy the least toxic products available. Look for labels that say non-toxic, but understand the product may still be harmful to fish or wildlife.
- Avoid chlorinated compounds, petroleum distillates, phenols, formaldehyde, and caustic or acidic products.
- Don't assume "biodegradable" products are safe. Biodegradable means the product will eventually break down, but may harm the environment in the meantime.
- Use water-based cleaning products whenever possible.



Tip 10 Minimize Pesticide Risks

Pesticides are showing up in our creeks, the Bay, and sanitary sewers, at levels toxic to sensitive organisms. Restaurants and other food service facilities contribute to this problem, so it's important you manage pests in ways to minimize environmental risks.

- Prevent pest problems by storing food in pest-proof containers, keeping things clean and dry, fixing any plumbing leaks, and caulking cracks which allow ants and cockroaches to enter.
- Apply pesticides only if necessary, not on a regular schedule.
- If you apply pesticides, follow all label directions. Don't apply pesticides around floor drains, sinks, or food.
- For ants, use ant baits with boric acid, hydramethylnon, or arsenic (ants carry the food to the nest, killing the whole



colony). Remove bait when the ants are gone, or else the bait may attract more ants.

- For cockroaches, apply boric acid powder (e.g. Roach Prufe®) where they hide (in cracks, under the refrigerator, but never where food is handled). Apply a fine dusting of dehydrating dust (horticultural

grade Diatomaceous earth) to cockroach walkways.

- When hiring a pesticide applicator, look for someone who practices integrated pest management (IPM). An IPM practitioner will try to solve the problem with the least toxic methods.

Getting Answers

Storm Water Questions:

Call the agency responsible for your geographic area to learn more about storm water pollution prevention.

Agency & Phone Number	Area Served
Central Contra Costa Sanitary District (925) 229-7169	Clayton, Concord, Lafayette, Martinez, Moraga, Orinda, Pleasant Hill, San Ramon, Walnut Creek
West County Wastewater District (510) 222-6700	El Cerrito, Pinole
City of Antioch (925) 779-7035	City of Antioch
City of Brentwood (925) 516-5348	City of Brentwood
Town of Danville (925) 820-6337	Town of Danville
City of Hercules (510) 799-8247	City of Hercules
City of Pittsburg (925) 439-4961	City of Pittsburg
City of Richmond (510) 412-2001	City of Richmond
City of San Pablo (510) 215-3030	City of San Pablo
Contra Costa County (925) 313-2238	Unincorporated areas

Construction Requirements:

If you plan to modify your facility, call the County Health Department (925-646-5225), local city building department and local wastewater agency to check applicable requirements.

Sanitary Sewer Questions:

Call your local wastewater agency to learn more about what can and cannot go down the sanitary sewer.

Business Location	Wastewater Contact & Phone Number
Alamo, Clayton, Concord, Danville, Lafayette, parts of Martinez, Moraga, Orinda, Pleasant Hill, northern San Ramon, Walnut Creek	Central Contra Costa Sanitary District (925) 228-9500
Parts of Martinez	Mt. View Sanitary District (925) 228-5635
Southern San Ramon	Dublin San Ramon Services District (925) 846-4565
El Cerrito, Kensington, parts of Richmond	Stege Sanitary District (510) 527-8411
El Sobrante, parts of Pinole and Richmond, San Pablo	West County Wastewater District (510) 222-6700
Parts of Pinole and Hercules	Pinole Hercules Wastewater Plant (510) 724-8963
Parts of Hercules	City of Hercules (510) 724-4637
Rodeo	Rodeo Sanitation District (510) 799-2970
Parts of Richmond	City of Richmond (510) 412-2014
Antioch, Bay Point, Discovery Bay, Pittsburg	Delta Diablo Sanitation District (925) 778-4040
Brentwood	City of Brentwood (925) 634-6905
Oakley	Ironhouse Sanitary District (925) 625-2279

APPENDIX E

Sewer Collection System Master Plan



CITY OF HERCULES SEWER COLLECTION SYSTEM MASTER PLAN



August 2008

PREPARED FOR
City of Hercules
111 Civic Center Drive
Hercules, CA 94547

PREPARED BY
Dudek
750 Second Street
Encinitas, CA 9202



AUGUST 2008 CITY OF HERCULES
SEWER COLLECTION SYSTEM MASTER PLAN

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1.0 Executive Summary

1.1 Background

The City of Hercules owns and operates a wastewater collection system and jointly operates a wastewater treatment plant with the City of Pinole. The collection system is a set of underground piping that carries wastewater from homes and businesses to the wastewater treatment plant. The treatment plant removes impurities from wastewater for disposal through a deep water outfall near Rodeo. The collection system and treatment plant are governed by State and Federal regulations. These regulations are administered by the California Regional Water Quality Control Board, San Francisco Bay Region.

The primary regulatory requirements for the operation of the collection system and wastewater treatment plant are referred to as National Pollution Discharge Elimination System (NPDES) permits. The current NPDES permit (March 2007) requires a Collection System Master Plan by June 1, 2008. The Master Plan is to include (1) A ten-year Capital Improvement Program (2) A scheduled Inflow/Infiltration Reduction Program and (3) Consider options for expanding legal authority to reduce I/I from the Hercules collection system.

The second regulatory requirement is from the State Water Resources Control Board. The Regional Water Quality Board has implemented the Waste Discharge Requirements (WDRs). The goal of the WDRs is to eliminate sanitary sewer overflows (SSOs). The WDRs require preparation of a Sewer System Management Plan (SSMP) that describe the current condition of the collection system and the business plan needed to operate without overflow. This Sewer System Master Plan, fulfills the requirements of the NPDES permit and fulfills a major portion of the SSMP (Mapping (GIS), System Evaluations and Capacity Analysis) requirements. Incremental compliance has been certified by the City and the complete SSMP is due August 2008.

During the preparation of the Sewer Master Plan, key components of the collection system were identified. The following elements are directly related to the Inflow and Infiltration Reduction Program and the Capacity Assurance Plan. These form the basis of the Collection System Capital Improvements Projects. The following items are discussed in the Executive Summary.

Collection System Capital Improvements Projects

- **Inflow and Infiltration Reduction**
 - **Flow Data Analysis**
- **Condition Assessments**
 - **Above ground visual inspections**
 - **Operations and Maintenance Analysis**
- **Capacity Assurance**
 - **Mapping/GIS**
 - **Capacity Analysis and Conclusions**



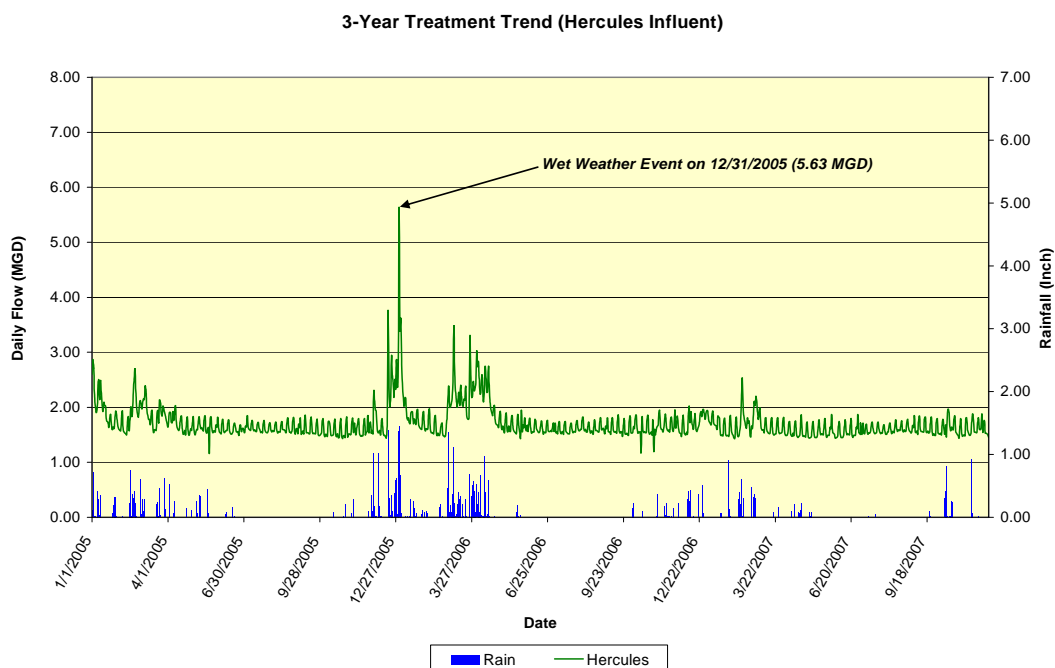
1.2 Inflow and Infiltration Reduction

A key to understanding the integrity of the sewer collection system is the quantification of wet and dry weather flows. This allows analysis of inflow and infiltration (I/I) to be performed. This in turn provides a basis for the targeted condition assessments and an overall I/I Reduction Program to be scheduled.

1.2.1 Flow Analysis

A flow measurement program was performed during February-April 2008. Limited rainfall occurred during the program. The data collected was useful in characterizing dry weather flows and provides the basis for calibration of the hydraulic model. The results of this program are discussed in Chapter 5. A separate analysis was performed to determine the overall impacts of inflow and infiltration on the system. The past three years of wastewater treatment plant influent and rainfall was analyzed for variation in flow related to rainfall. The results of that analysis show that the Hercules collection system has had a significant inflow problem. Figure I-1 displays the daily rainfall and flow volumes from January 2005 to September 2007. As shown the rainfall event that occurred on 12/31/2005 had significant impacts on the collection system and treatment plant. The average dry weather flow volume is approximately 1.7 million gallons per day (mgd) while the flow volume estimated for this day was 5.7 mgd. Estimates were required since the flow measurement device was overloaded for several hours during the peak event. The estimate indicates that approximately 4.0 million gallons of extraneous flows entered the treatment plant. This is expensive to treat and greatly increases the chances of overflow.

Figure I-1 WWTP Flow and Rainfall





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Additional flow measurements should be periodically performed in the collection system to determine any changes in the wet weather flows. Flow measurements should also be performed at the lift stations continuously to provide operational feedback on these systems.

1.3 Condition Assessments

Condition assessments are used to determine the physical conditions of the collection system. Methods commonly used are operations and maintenance analysis, above ground inspections, smoke testing, televised (CCTV) inspections. O&M analysis was the focus of this study and recommended condition assessment programs are included in the future CIP.

1.3.1 Operations and Maintenance Analysis

Priority maintenance areas are defined as areas of known problem areas based on observation and occurrence of problems. Discussions with the current and previous maintenance personnel yielded a list of areas that need increased maintenance. These areas are located near Canterbury and Newbury Streets. These are in the area of the Willow Avenue Lift Station and the pipes have failed due to high hydrogen sulfide concentrations. These improvements are included in the overall CIP table.

1.4 Capacity Assurance

1.4.1 Mapping/GIS

Mapping and GIS are used to aid in the maintenance of the collection system and to identify hydraulic restrictions through hydraulic modeling. A GIS was prepared for the City based on numerous data sources. Further refinement should be made through incorporation of the field observations during the condition assessment and invert survey programs. This is an ongoing effort to develop a full understanding of the material, age and configuration of the collection system. Figure 1-2 shows the collection system GIS created during the master planning process.

1.4.2 Capacity Analysis and Conclusions

The capacity analysis was performed with the Hydra and EPA SWMM hydraulic models. These models provide for the incorporation of GIS datasets and are used to identify hydraulic restrictions and potential overflows respectively. Based on the data provided by the City, the collection system is in good operating condition with no dry weather restrictions noted. Wet weather flows like those on 12/31/2005 affect the major trunk line and one small area near the Willow lift station. These capacity restrictions could be eliminated by the construction of 3 possibly 4 conceptual capacity enhancement projects. Prior to their pre-design, we are recommending an engineering survey of the pipelines and additional flow measurements. The results of these programs will be used to update the GIS, model to verify their necessity and to aid in the pre-design of the projects.

The Capital Improvement Projects by category are shown in Table I-1.

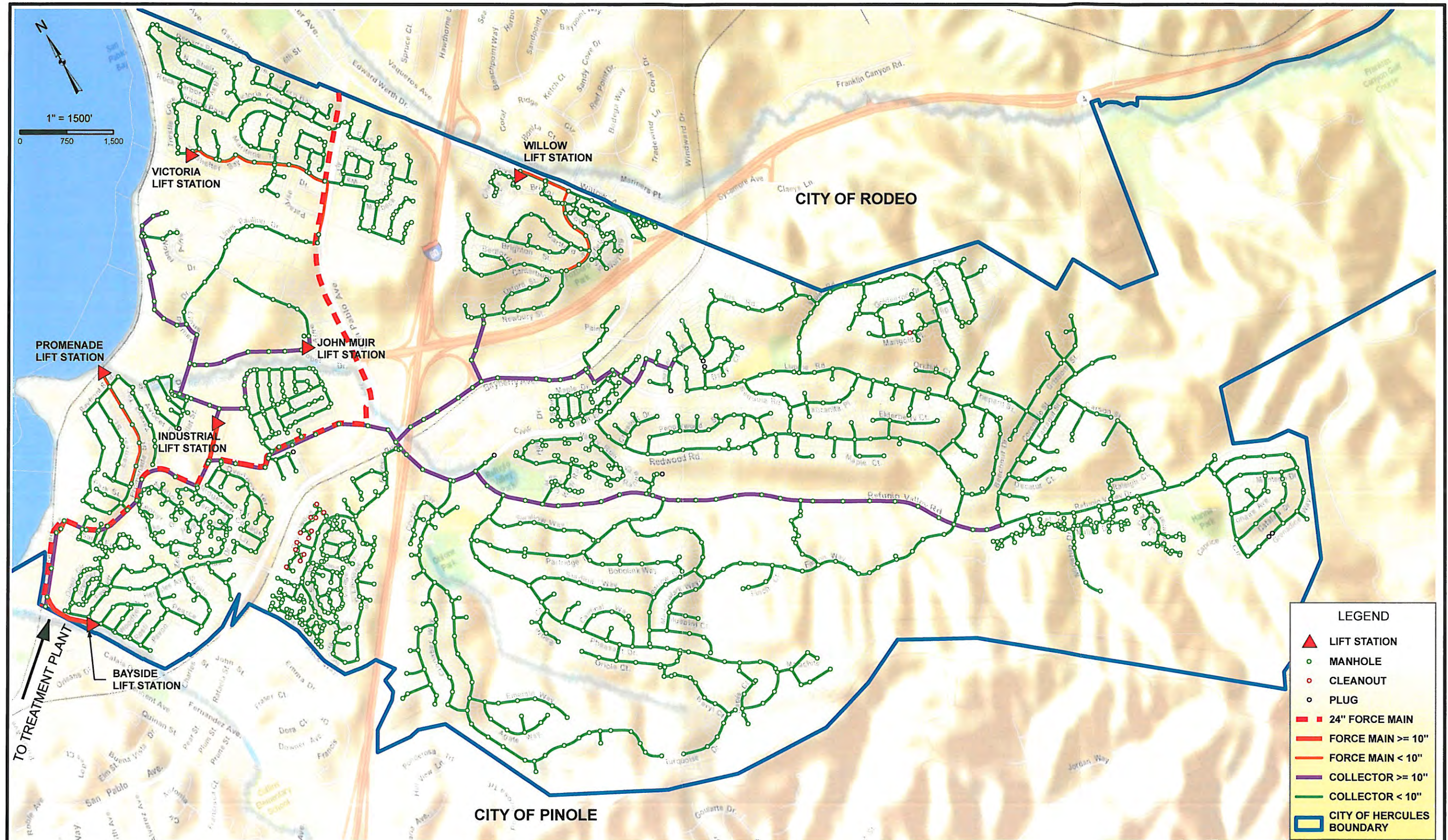


FIGURE 1-2 HERCULES SEWER
COLLECTION SYSTEM



Table I-1 Capital Improvements Projects

City of Hercules Collection System Capital Improvements Projects						Long Term Projects (5-Year Increments)			
I/I Reduction Program	5-Year Collection System Projects (Near Term)								
	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2018	2018-2023	2023-2028	2028-2033
Condition Assessment Projects	Near Term					Long Term			
Lift Station Study and Monitoring	\$ 25,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500
Flow Measurements (Pre/Post Rehab)	\$ 30,000		\$ 30,000		\$ 30,000	\$ 60,000	\$ 90,000	\$ 60,000	\$ 90,000
Smoke (5 Year / 10 Year Cycle)	\$ 49,314	\$ 49,314	\$ 49,314	\$ 49,314	\$ 49,314	\$ 123,285	\$ 123,285	\$ 123,285	\$ 123,285
CCTV (5 Year / 10 Year Cycle)	\$ 98,628	\$ 98,628	\$ 98,628	\$ 98,628	\$ 98,628	\$ 246,570	\$ 246,570	\$ 246,570	\$ 246,570
Physical Inspection	\$ 38,355	\$ 38,355	\$ 38,355	\$ 38,355	\$ 38,355	\$ 95,888	\$ 95,888	\$ 95,888	\$ 95,888
Program Management (25% Subtotal)	\$ 60,324	\$ 47,199	\$ 54,699	\$ 47,199	\$ 54,699	\$ 131,436	\$ 138,936	\$ 131,436	\$ 138,936
Condition Assessment Subtotal	\$ 301,622	\$ 235,997	\$ 273,497	\$ 235,997	\$ 273,497	\$ 669,680	\$ 707,180	\$ 669,680	\$ 707,180
Repair/Rehab/Replacements	Near Term					Long Term			
Pipe and MH Relining	\$ 289,659	\$ 361,659	\$ 72,000	\$ 72,000	\$ 72,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000
Lift Station Rehabilitation	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 250,000			
Repair/Rehab/Replacements Subtotal	\$ 439,659	\$ 511,659	\$ 222,000	\$ 222,000	\$ 222,000	\$ 610,000	\$ 360,000	\$ 360,000	\$ 360,000
Capacity Assurance Projects	Near Term					Long Term			
Invert Surveys (Capacity Candidates)	\$ 11,924								
Mapping/Model Updates	\$ 40,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ 25,000	\$ 25,000	\$ 25,000
Sycamore Ave to Railroad Ave Trunk*		\$ 2,576,220	\$ 2,576,220						
Sycamore Ave to Partridge Dr Trunk*				\$ 2,105,017					
Partridge Dr to Coronado Blvd Trunk	Survey Only								
Bristol St near Willow Lift Station					\$ 67,860				
Capacity Assurance Subtotal	\$ 51,924	\$ 2,581,220	\$ 2,581,220	\$ 2,110,017	\$ 72,860	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Period Total	\$ 793,206	\$ 3,328,877	\$ 3,076,717	\$ 2,568,014	\$ 568,357	\$ 1,279,680	\$ 1,092,180	\$ 1,054,680	\$ 1,092,180
Average Annual	\$ 793,206	\$ 3,328,877	\$ 3,076,717	\$ 2,568,014	\$ 568,357	\$ 255,936	\$ 218,436	\$ 210,936	\$ 218,436

* Potential Redevelopment Funding for Required Capacity



2.0 Introduction

2.1 History

The City of Hercules was incorporated in 1900 after being formed as the California Powder Works Company Town in 1881. The popularity of the gun powder produced in Hercules helped the city become the largest producer of TNT in the country in 1917. However, 59 workers died within the first 40 years of gun powder and TNT production in Hercules was ended. During the 1960s, the plant began to produce fertilizer and was sold to Valley Fertilizer, Inc. in 1976. The plant was later purchased in 1979 by a group of investors called Hercules Properties, Ltd. As shown in Figure 3-1, migration into Hercules did not start until 1970. Since that time it has been a rapidly expanding population fueled by lower home prices and proximity to the San Francisco Bay area amenities.

2.2 Background

The City of Hercules authorized DUDEK to complete a Sewer Collection System Master Plan to facilitate management goals and to comply with state and federal regulations. The primary objectives of the project were:

- Create a collection system Geographic Information System (GIS)
- Perform flow measurements within the collection system
- Characterize average dry weather and wet weather flows
- Assess Inflow and Infiltration impacts on the collection system
- Prepare a hydraulic model of the collection system
- Perform capacity analysis of the collection system during existing and future, wet and dry conditions
- Identify Capacity Enhancement Projects necessary to eliminate capacity restrictions and minimize Sewer System Overflows (SSOs)
- Prepare a Collection System Master Plan that describes the process and outcome of the planning process
- Provide continued support for preparation of the Sewer System Management Plan

2.3 Study Area

The study area is limited to the collection system within the City Limits of Hercules. The study area consists of 11,712 acres that ranges from San Pablo Bay on the west, Pinole to the southwest, and Rodeo to the north. The Study Area is shown in Figure 2-1. Gravity sewer systems follow the low areas much like streams. Figure 2-2 shows the natural drainage patterns. Note that the Refugio Creek follows a natural alignment towards San Pablo on the west while the sewer collection system turns south away from the creek near I-80 and Sycamore and follows San Pablo Avenue to the southwest to the WWTP. The flatter area near San Pablo and the BNSF Railroad is the first to show capacity limitations during higher flows. The topology of Hercules creates the need for six lift stations in the collection system.

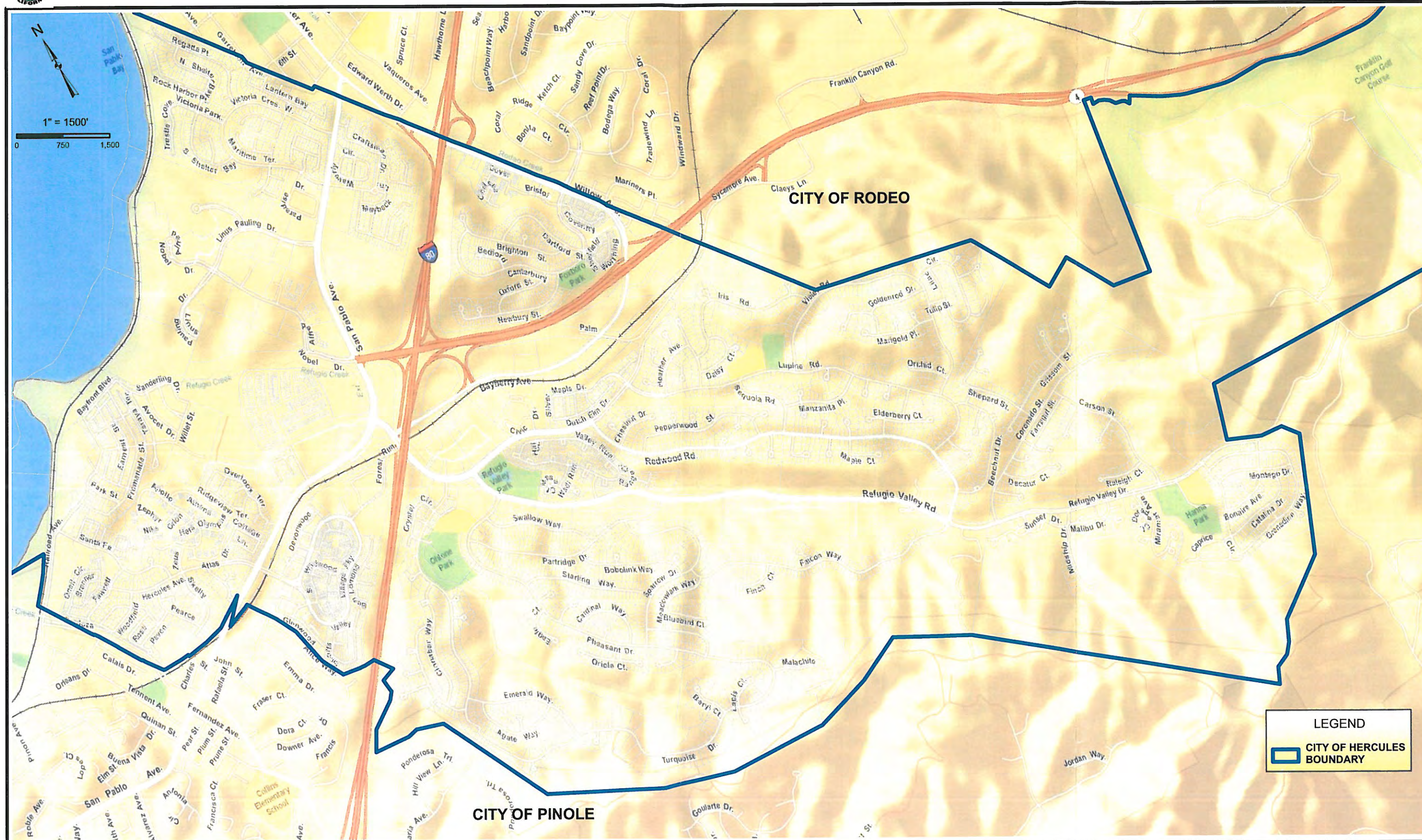


FIGURE 2-1
STUDY AREA LOCATION

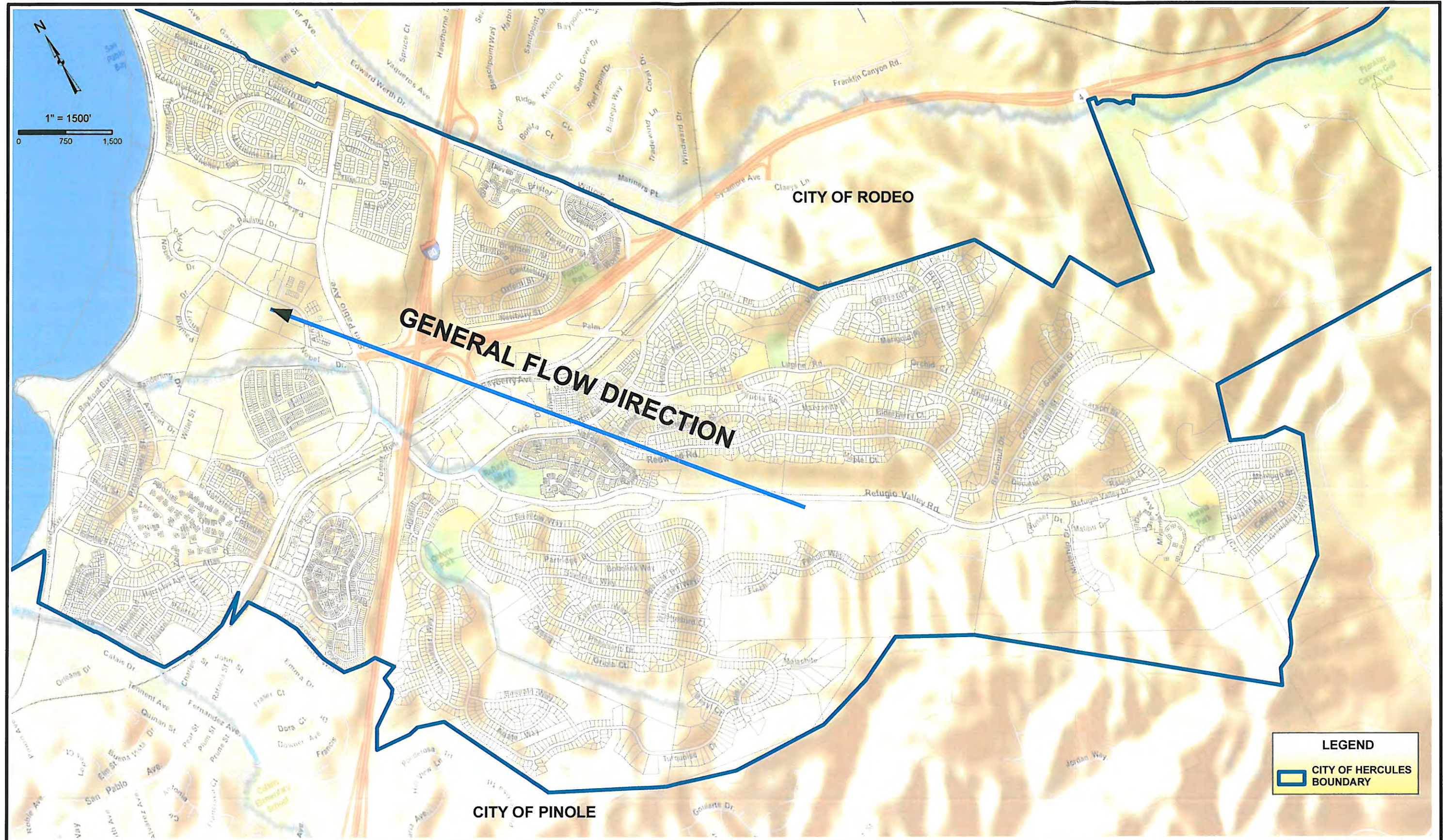


FIGURE 2-2
NATURAL DRAINAGE

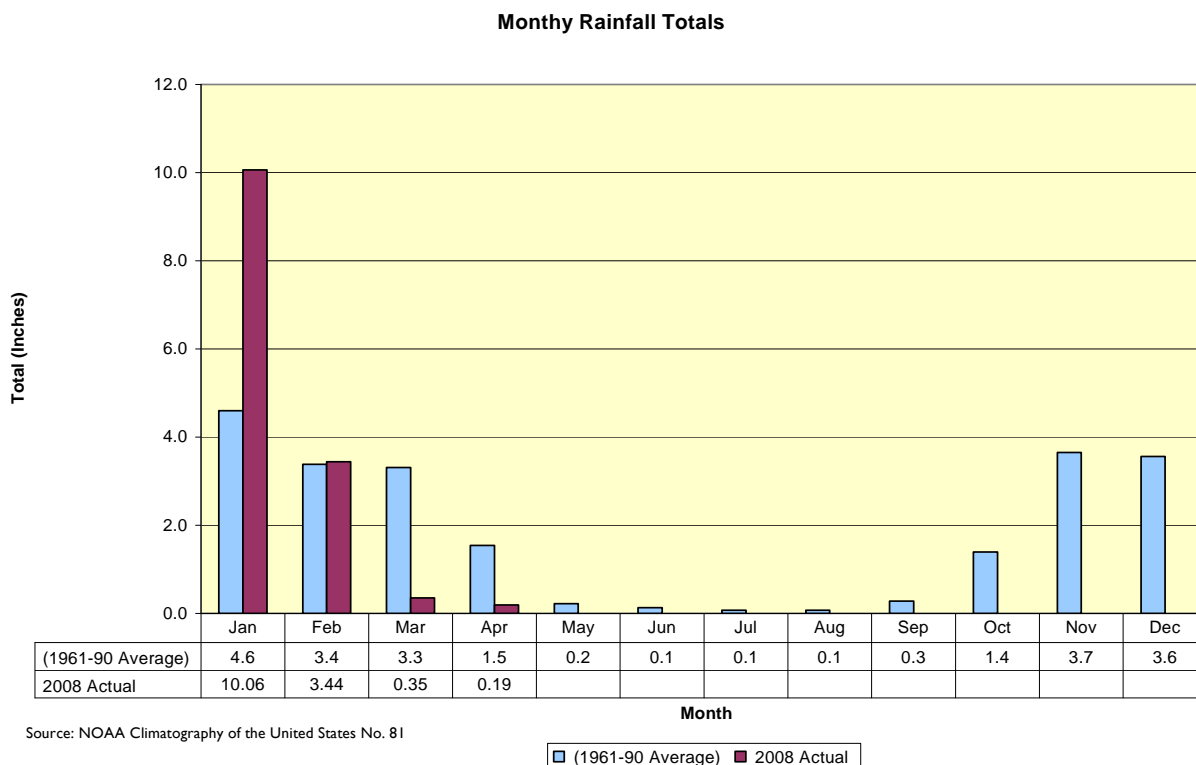


2.4 Climate

2.4.1 Average Rainfall

From 1961-1990, Richmond station, approximately 8 miles south of Hercules, had an average annual rainfall of 22.2 inches. Most of the rainfall occurred during November, December, and January. Figure 2-3 shows the long term average and the 2008 actual rainfall amounts.

Figure 2-3 Long Term Monthly Average Rainfall

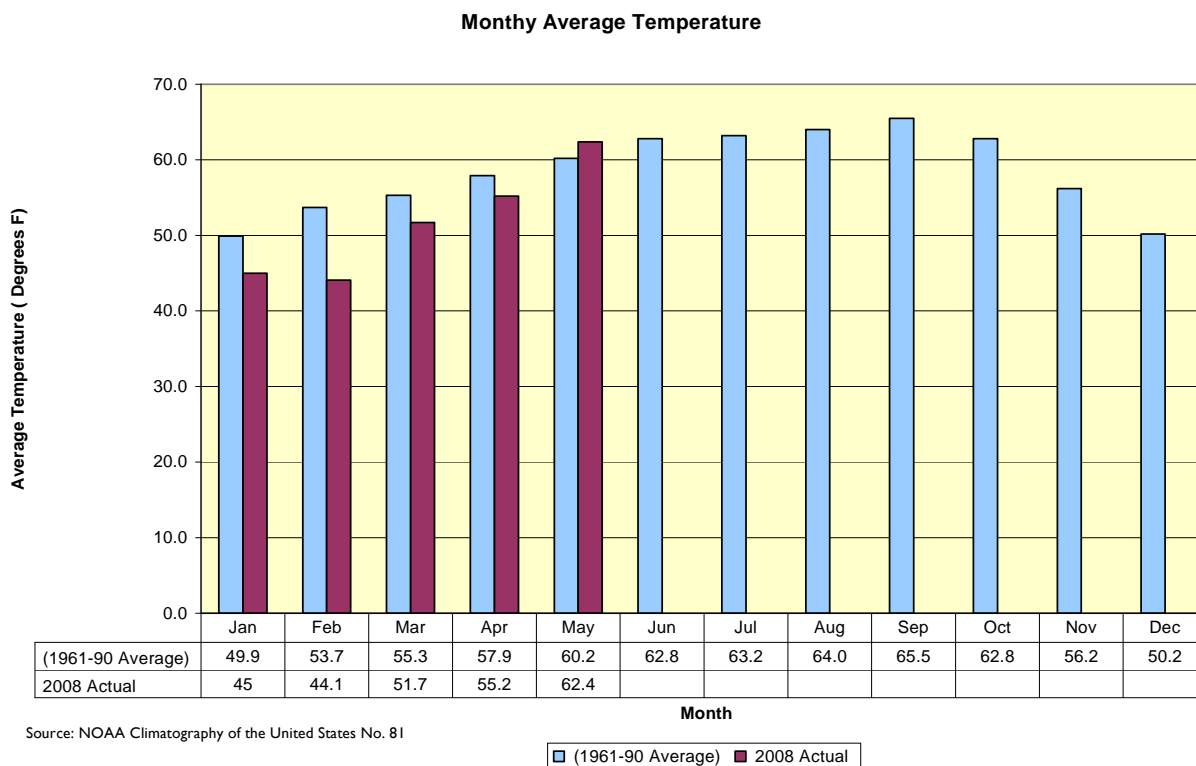




2.4.2 Average Temperature

From 1961-1990, the National Oceanic and Atmospheric Administration (NOAA) Climatology reported that the Richmond station had an average annual temperature of 58.5 degrees Fahrenheit. Figure 2-4 shows the long term average and the 2008 actual average temperatures.

Figure 2-4 Monthly Average and 2008 Temperatures



<http://blogs.reuters.com/environment/files/2008/05/hercules.jpg>



2.5 Scope and Purpose

The City of Hercules owns and operates a wastewater collection system to remove water borne wastes from residences and businesses within the City limits. To improve the operations and management of these facilities and to comply with collection systems regulations DUDEK was authorized to prepare a Sewer Master Plan in 2007. The primary objectives of the plan were:

- Review and partial update of the City's Sewer System GIS
- Flow Measurement of sewer flows at key manholes
- Inflow and Infiltration analysis of flow data
- Development and calibration of a hydraulic model of the collection system
- Perform a capacity analysis of the collection system
- Develop projects to address capacity deficiencies
- Prepare Capital Improvement Projects for System Evaluation and Capacity Assurance

The primary purpose of the plan is to provide a basis for compliance with the Regional Water Quality Board NPDES Permit and the Waste Discharge Requirements (WDRs). Specific NPDES Permit Conditions require a Collection System Master Plan providing a 10-year Capital Improvement Project and an implementation schedule for an Inflow and Infiltration Reduction Program by June 1, 2008. These are provided in Table I-1 and Table 7-1.

This document also covers aspects of the Sanitary Sewer Management Plan required for compliance with the WDRs. This document specifically addresses the System Evaluation and Capacity Assurance portions of the requirements. The Plan establishes the level of funding required to perform complete Condition Assessments and Capital Improvement Projects that serve as the basis of a Capacity Assurance Plan. This complete Collection System Capital Improvements Project, when implemented, will reduce the occurrence of capacity and condition related overflows through rehabilitation, repair, replacement and capacity enhancement.

The following section discusses the overall approach to meeting these objectives. Details regarding the specific techniques and results are in the following chapters.



2.6 General Approach

To manage, measure.

System Evaluation and Capacity Assurance Planning begins with accurate and up-to-date maps of the collection system. The WDR and the Sewer System Management Plan (SSMP) discuss the importance of Performance Measures, Mapping (GIS) and Flow Measurements.

2.6.1 System Evaluation (Condition Assessment)

In addition to Capacity Assurance Planning, the WDRs require a complete and clear understanding of the physical condition of the system. This is accomplished through a structured plan that includes both data analysis and physical inspection. Inflow and Infiltration analysis is performed through analysis of the flow measurement data from dry and wet periods. This allows the sub-areas (basins) to be prioritized so that basins with the highest I&I are investigated first. While the overall system is younger and consists of more modern materials than the adjacent Pinole system, there is still flow based evidence of system defects. This could indicate either material failures or potential cross connections to the system.

To evaluate the condition and develop a baseline for understanding the collection system various forms of physical surveys will be required. This will include smoke testing and physical inspections in inflow areas and television inspections in all areas. A complete video inspection of the system is recommended to perform continuous evaluation of the physical integrity of the system. Recommended schedules and planning-level cost estimates for the condition assessment tasks have been prepared. In addition to these on going tasks, adequate funding should be provided for special studies that may be required to address redevelopment or other physical changes in the system.

2.6.2 Capacity Assurance Planning

A Geographic Information System (GIS) of the collection system was created from paper and digital maps provided by the City. These included Sewer Atlas sheets and subdivision plans. Where available, data for pipe diameter, length, inverts, and slope were taken from these sources and entered into the GIS. The GIS was then used to locate flow measurement devices (meters) at key locations within the collection system and at lift stations. The GIS of the collection system will become a valuable asset to the City becoming the basis for presentation graphics of sewer system issues.

Next, GIS data was imported into the hydraulic model of the collection system along with the analyzed flow data to create a hydraulic model. The entire publicly owned collection system was evaluated with the exception of the Rodeo Force Main which conveys treated wastewater from the treatment plant to the Rodeo collection system. The hydraulic model was calibrated to average dry weather and observed storm events to perform a capacity analysis. A discussion of the demographic and flow metering results is found in the following chapters. Using the physical system represented in the GIS with the flow data captured from the flow measurement



AUGUST 2008 CITY OF HERCULES SEWER COLLECTION SYSTEM MASTER PLAN

program, a capacity analysis was performed. The capacity analysis identifies areas that are hydraulically deficient based on a capacity criterion. The hydraulically deficient segments are then grouped into logical “conceptual projects.”

Planning level cost estimates were then prepared for the conceptual projects. Planning level cost estimates for other capacity assurance projects were also prepared. These include such tasks as additional flow measurements, engineering surveys of critical reaches, GIS and hydraulic model updates, recalibration and re-analysis. The results of these studies and activities will be used to refine the capacity enhancement projects that have been identified and to form the basis of conceptual preliminary design reports.



3.0 Demographics and Land Use

3.1 Demographics

As of the 2000 census, the average family size in Hercules was 3.46 people with an average household size of 3.03 people. There were 6,423 households within the city limits. 26.6% of the residents are under the age of 18, 30.2% are between the ages of 18 to 24, 27.3% are between the ages of 45 to 64, and 7.4% of the residents are over the age of 65, giving a median age of 37 years. The breakdown is 42.73% Asian, 27.98% White, 18.78% African American, 10.81% Hispanic or Latino, 4.47% other, 0.46% Pacific Islander, and 0.25% Native American. In 2005, the average household income was \$82,100 approximately \$30,000 higher than the California average. The average house value in 2005 was \$532,200 compared to a state average of \$447,700. There are only 4.7% residents who live and work within the city limits.

3.2 Land Use Categories

Contra Costa County provided the parcel database and land use categories for each parcel in the Hercules Study Area. These land use categories reflect the current and future uses for the parcels. Undeveloped parcels may also be planned for by Specific Plans. These negotiated highly planned areas are not included in the County land use designations. The land uses are used in conjunction with flow metered areas to provide additional information related to the flow generation per household. Table 3-1 describes land use for developed and undeveloped parcels by basin and major land use category.

Figure 3-2 shows the 2008 Land Use Categories provided by Contra Costa County.

3.3 Population and Land Use Trends

The City of Hercules was incorporated in the early 1900s. Large population increases did not occur until after 1970. See Figure 3-1, Population Growth. This is good news for the sewer system. Since the 70s, materials, construction and inspection techniques have greatly improved.

The City is continuing to grow in population but is limited by available acreage. As newer, high density, multi-use projects are implemented, the collection system will require upgrading to safely convey flow to the treatment plant. The areas in which continued growth can occur are constrained by Pinole, San Pablo Bay, Rodeo and Nature Reserves. Most increases in population would occur from the conversion of commercial and industrial properties to multi-use, high density, residential developments. Hercules will become even more popular as a community once the San Francisco Ferry and the Amtrak Rail Station are completed.

The City is currently considering the addition of over 3,436 residential units in these mixed use developments. The proposed developments are shown in Figure 3-3. The majority of these developments are characterized by high-rise density with over 40 residential units per acre. By contrast, most traditional subdivisions were developed at 6-8 units per acre with the average for the metered areas in Hercules being just over 4.0 units per acre. See Table 3-2.



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Table 3-1 Land Use Developed/Undeveloped by Basin and Major Land Use

Acreage Utilized (Contra Costa County Parcel Data)						
Major Land Use Category	Basin 1	Basin 2	Basin 3	Basin 4	Basin 5	Basin 6
Residential	244.36	81.38	431.92	93.41	288.18	490.48
Multiple	17.57	9.91	72.27	6.81	48.46	56.79
Commercial	2.43	2.62	10.88	4.07	4.02	28.83
Industrial	0.27	0.18	5.13	10.55	1.89	25.97
Land	0.63	0.05	1.66	0.19	0.34	0.35
Institutional	7.38	1.53	19.20	1.83	9.74	7.62
Miscellaneous	3.78	8.77	2.27	1.68	6.66	3.55
TOTAL	276.43	104.44	543.33	118.54	359.29	613.59
Vacant Acreage (Contra Costa County Parcel Data)						
Major Land Use Category	Basin 1	Basin 2	Basin 3	Basin 4	Basin 5	Basin 6
Residential	3.11	14.52	3.98	11.94	3.55	65.46
Multiple	0.00	0.08	0.00	0.32	0.29	10.64
Commercial	0.17	0.03	0.39	1.80	0.30	7.69
Industrial	0.00	0.06	2.19	0.22	0.72	0.64
Grand Total	3.28	14.69	6.56	14.28	4.85	84.43
Total Basin Acreage	279.71	119.13	549.89	132.82	364.14	698.02
% Vacant	1%	12%	1%	11%	1%	12%

Table 3-2 Parcel Density by Basin

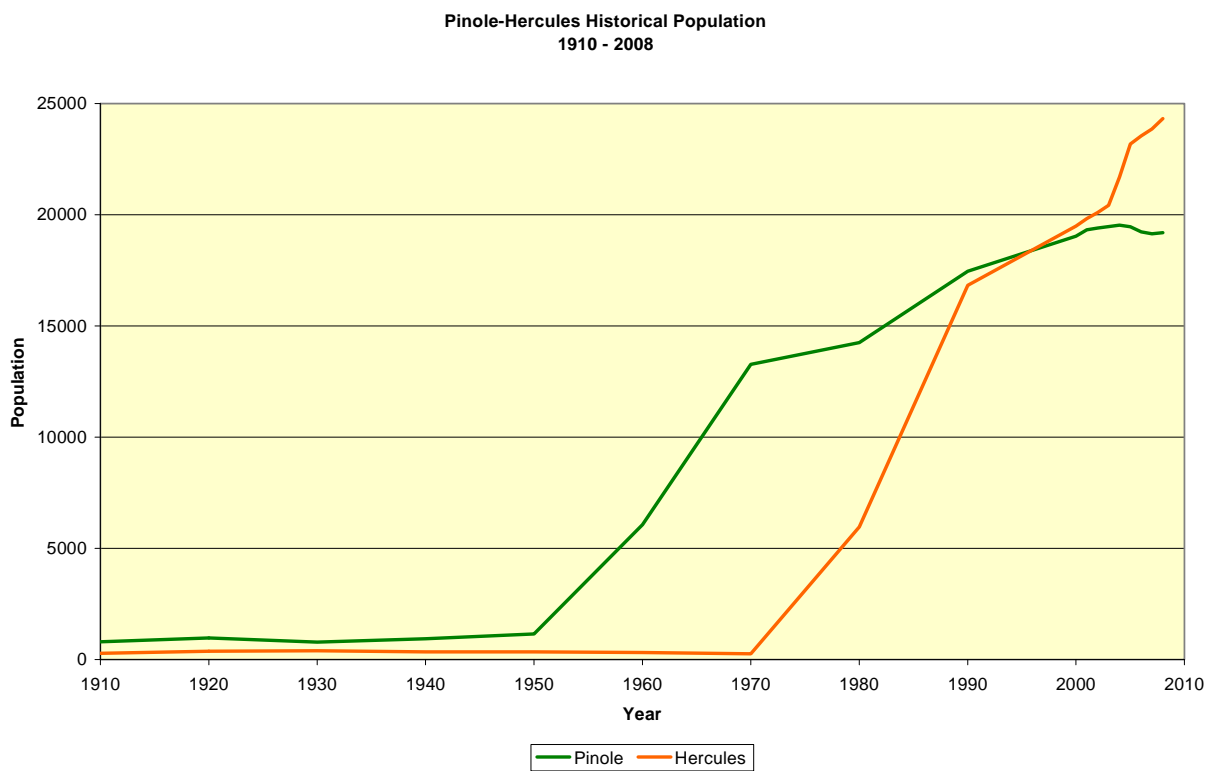
Basin ID	Parcel Count	Acres*	Parcels/Acre
1	734	252.2	2.91
2	465	71.6	6.49
3	1,565	491.1	3.19
4	410	68.3	6.00
5	1,100	316.5	3.48
6	1,430	433.7	3.30
Total	5,704	5,704	4.23

Excludes ROW

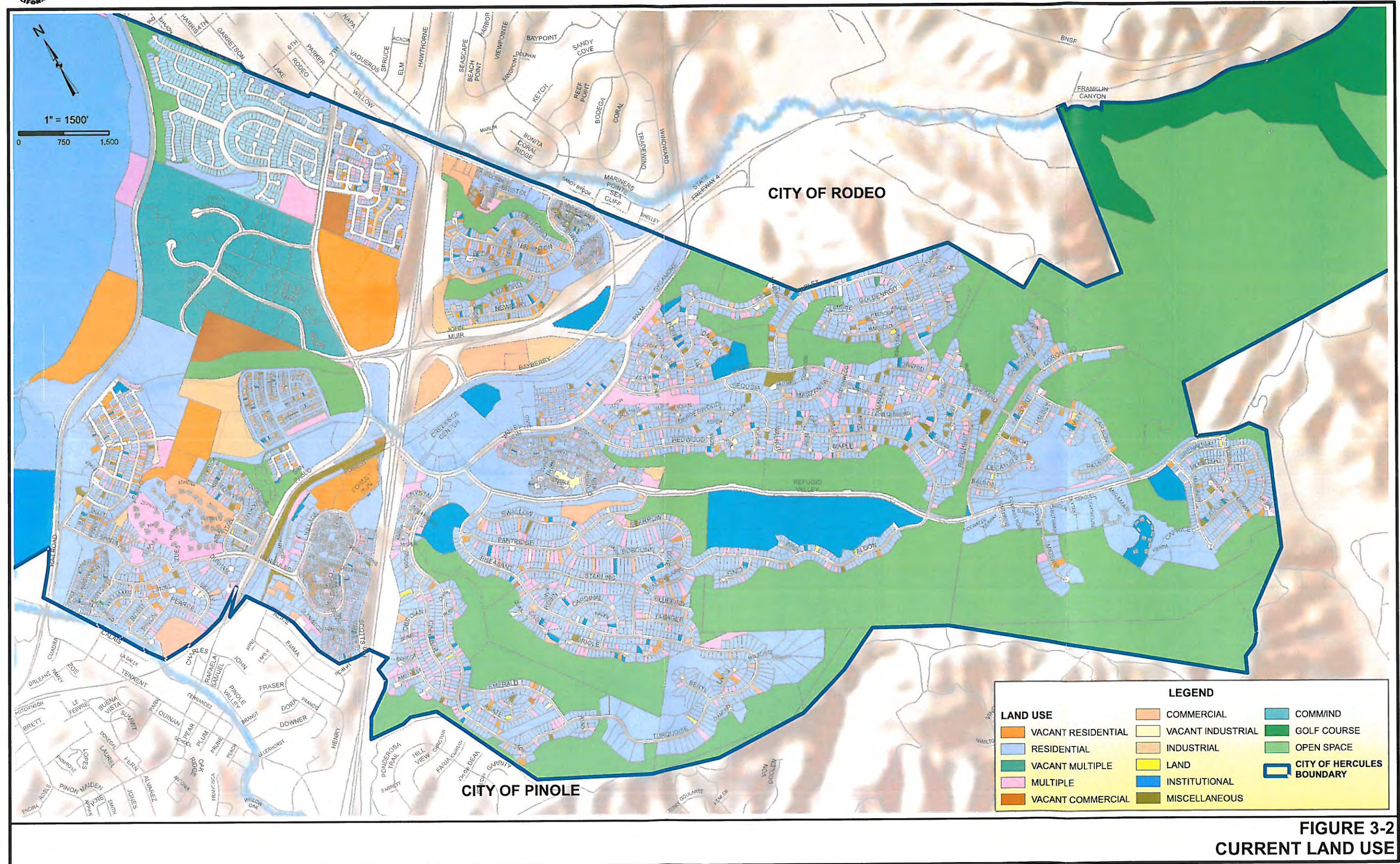


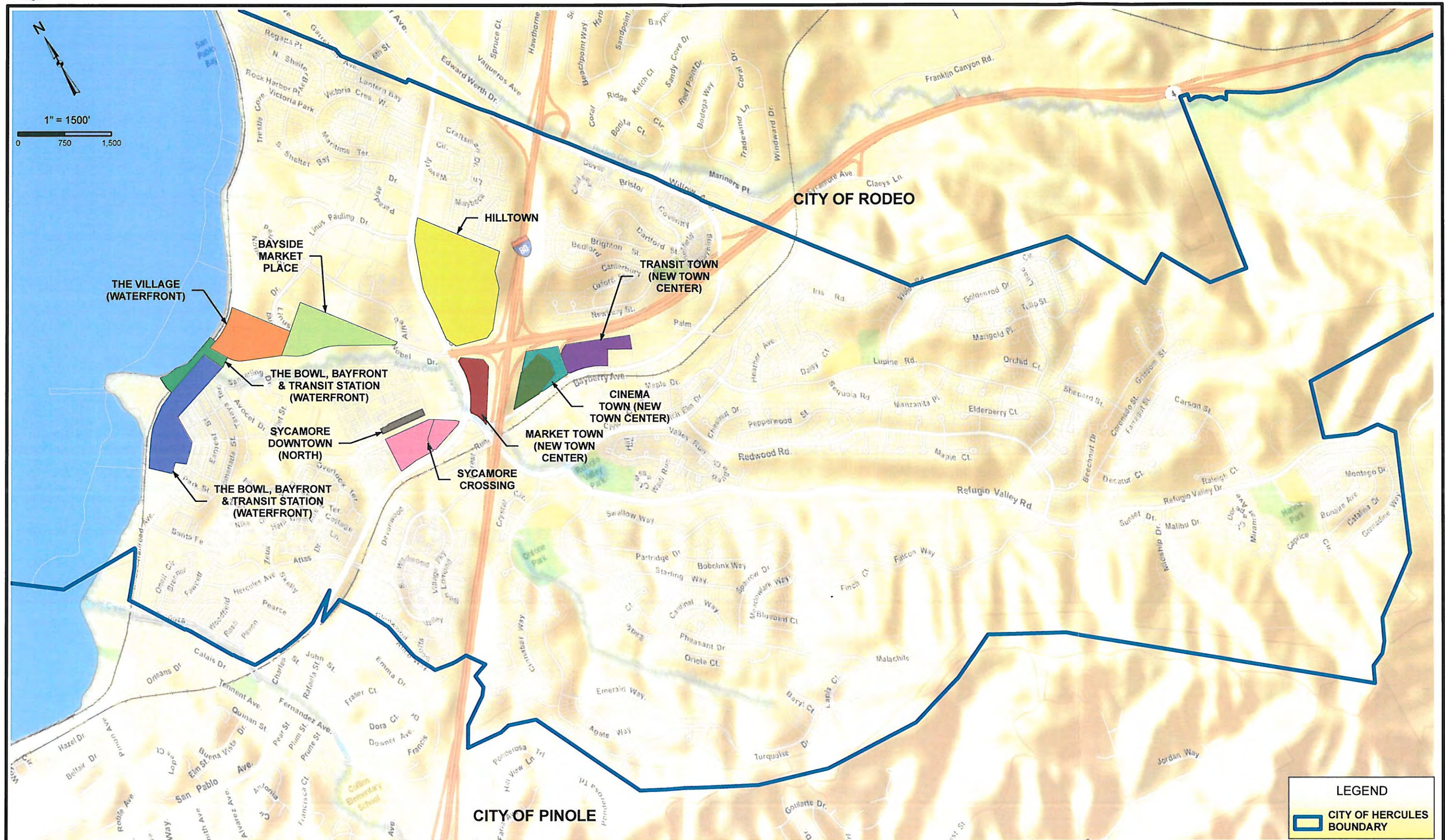
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Figure 3-1 Population Growth



Source: State of California, Department of Finance, Demographic Studies Unit







4.0 Collection System

4.1 System Overview

There are approximately 352,000 linear feet or about 67 Miles of pipeline, of which 328,000 feet is gravity main and the remaining 24,000 feet is force main. The system contains approximately 1,729 individual pipes, 1,661 manholes, 13 cleanouts, 9 plugs and 13 diversions.

4.2 Collection System

4.2.1 Gravity System

A gravity collection system transports or conveys wastewater from homes and businesses using the power of gravity. This is based on the old rule that “it” flows downhill. Gravity collection systems have been in use for thousands of years and provide reliable and inexpensive systems for drainage when properly maintained. Gravity systems are composed of pipes that vary by diameter depending on the available slope and wastewater loading and of manholes, diversions, cleanouts and plugs. Manholes are located and changes in horizontal or vertical alignment and provide maintenance access to the pipes below. Manholes also provide fresh air through ventilation to keep the sewage fresh. Diversions are manholes that have more than two connections for flow leaving the manhole. This allows the shifting of flow from areas of limited capacity to areas that have capacity.

Keeping the gravity collection system flowing freely is the job of the operations and maintenance staff. They regularly respond to blockages or stoppages on pipes. These situation are most frequently caused by roots or fats, oil and grease (FOG). Proper preventative maintenance (PM) addresses this by routinely cleaning on a schedule based on experience and observations. Blockages and stoppages are the leading cause of sanitary sewer overflows (SSOs). Overflows may also be caused by capacity restrictions but these are generally less prevalent. Following chapters discuss the schedule and costs associated proper Condition based maintenance and capacity planning.

Table 4-1 describes the general pipe size distribution characteristics of the gravity collection system. Homes and businesses are generally drained by a four inch private service lateral that is owned and operated by the property owner. These pipes connect to 8-inch lines which in turn connect to increasing larger pipes as additional wastewater is accumulated. The primary trunk in Railroad Avenue is 24 inches in diameter. Note that well over 90% of the collection system is less than 10 inches in diameter. These smaller lines require more attention to assure a free flow condition. Smaller pipes are more prone to blockages due to their smaller size.



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Table 4-1 Collection System Characteristics

	Basin ID								
Pipe Size (Inches)	1	2	3	4	5	6	Out	Total	Portion (%)
6"	2,808	644	0	1,893	3,019	1,632	0	9,996	3%
8"	43,866	22,260	65,460	17,729	47,763	71,172	17,467	285,717	87%
10"	2,670	0	2,916	570	424	1,354	0	7,933	2%
12"	0	0	2,646	0	650	5,631	0	8,927	3%
14"	0	0	2,132	0	3,223	0	0	5,354	2%
16"	0	0	0	0	0	842	0	842	0%
20"	0	0	0	0	0	3,945	0	3,945	1%
24"	0	0	0	0	0	1,355	2,815	4,169	1%
							Total	326,884	100%

Table 4-1 lists only those pipes that are greater than 4 inches so the total is slightly less than the described total.

Figure 4-1 shows the general configuration of the entire collection system.

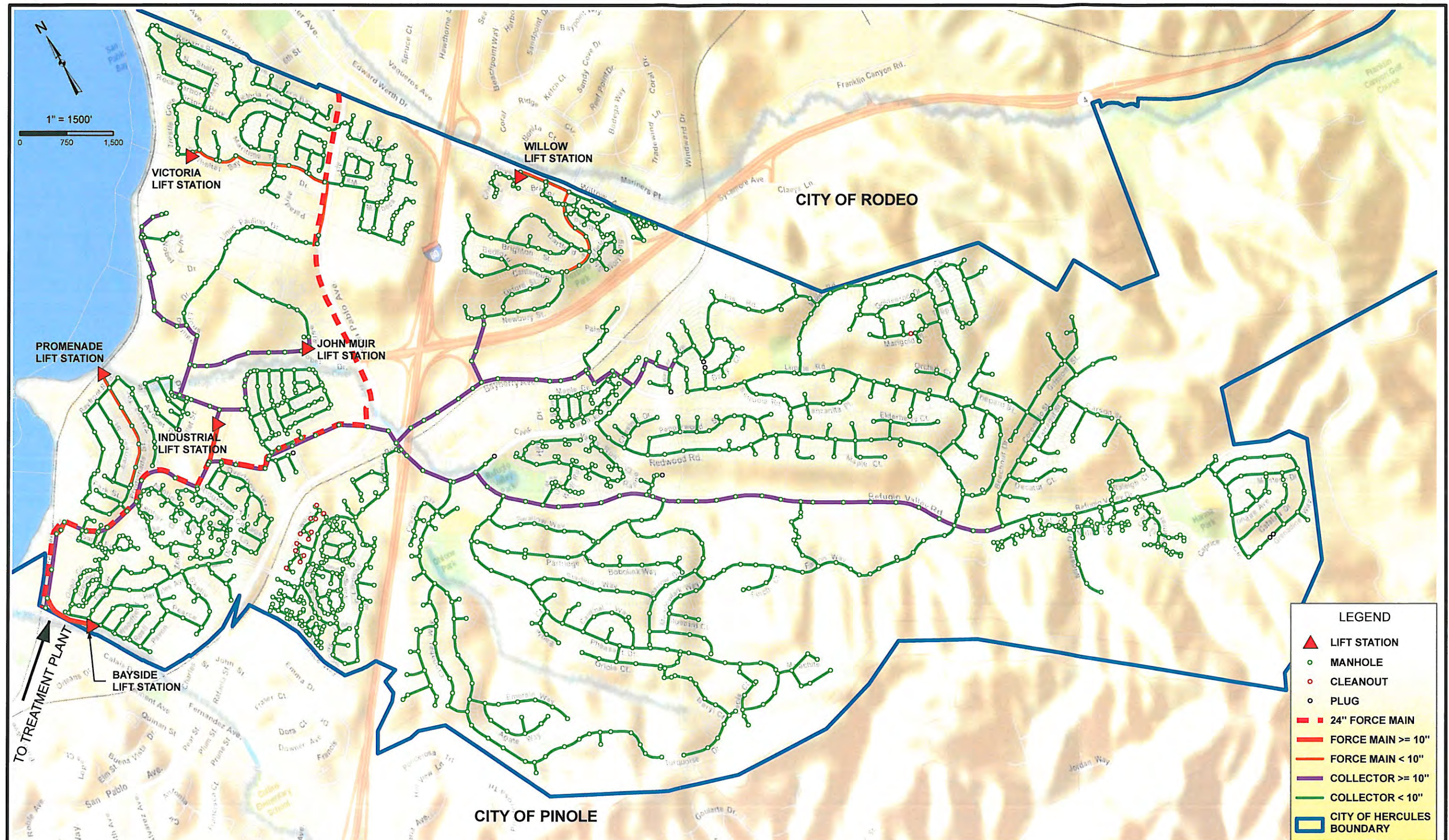


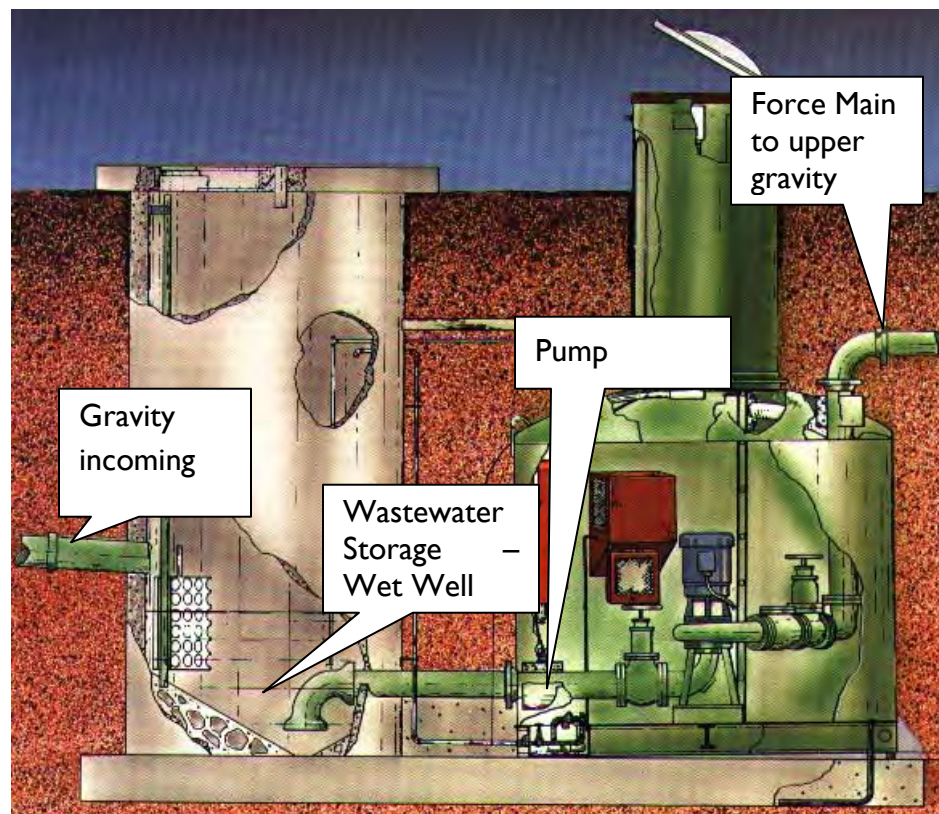
FIGURE 4-1 HERCULES SEWER
COLLECTION SYSTEM



4.2.2 Lift Stations

Lift stations are used to pump wastewater flow from an low lying area to a higher area that drains by gravity towards the treatment plant. Lift stations are comprised of a storage area (Wet Well), pumps, and a pressure pipe (Force Main). Figure 4-2 shows a typical layout of a lift station. Due to the timing and location of development combined with the undulating topography, the City has installed 6 lift stations. When compared to a gravity sewer, a lift station is a complex mechanical, electrical and hydraulic system. Wastewater is stored in the wet well until it reaches a certain level. At the preset level the pump is activated and wastewater is pressurized and sent through the pressure pipe (force main) to the receiving manhole. During storage the sewage may become anaerobic (septic). Increased hydrogen sulfide is then released downstream at the receiving manhole. Hydrogen sulfide at higher levels is corrosive to concrete (manholes) and certain pipe materials. Asbestos cement pipe is particularly vulnerable. Any fluid piped under pressure through the soil can create havoc if the pressurized pipe fails. In Hercules, there has been at least one example of force main failures leading to subsurface erosion and sagging pavement in the roadway. Alert operators were able to effect a repair prior to total roadway failure. Due to the increased potential for failure in the complex systems and the increased consequences of failure, the goal of every collection system manager should be the elimination of all unnecessary lift stations.

Figure 4-2 Typical Lift Station





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A Tier I structural inspection was performed on the larger pump stations in 2004. We recommend that this study be expanded to include all lift stations operated by the City and to identify opportunities for lift station removal. The plan should also provide a detailed emergency response plan for each station. The information developed would include total life cycle cost assessments to provide a clear management basis to establish a schedule of removal. The information developed would also provide risk assessments and provide emergency response procedure drills for each station. These drills would be regularly practiced to minimize the consequences of failure. The following section discusses each of the lift stations characteristics and makes observations related to the flow measurements that were performed as a part of this study. It is also recommended that permanent flow measurements devices be installed at each of the pump stations. Analysis of this data will show long term trends and identify areas of inflow and infiltration.

4.2.2.1 General Description

The City of Hercules collection system configuration currently requires 6 publicly owned lift stations. Approximately 28 percent of the collection system service area requires that pumping en route to the Pinole/Hercules Treatment Plant. Three of the lift stations were built in the 1980's and have been in operation with only minor modifications. These include: the Willow Street, Industrial and Bayside stations. The remaining three have been built since 2000. These newer stations include Victoria, the Promenade or Bayfront and the John Muir stations.

The location of lift stations and force mains is shown in Figure 4-1. The City of Hercules owns the lift stations and performs daily station visits. Routine maintenance of the lift stations is performed by the City of Pinole. Major preventative maintenance is performed by private contractors. A description of each lift station is provided in Table 4-2 and in the following sections. Firm capacity is the capacity of the pump station with the largest pump out of service.

Table 4-2 Lift Station Characteristics

Hercules Lift Stations				Force Main	
	Built	Pump Requirements		Diameter	Length
Name	(Year)	Flow Rate (gpm)	Lift (feet)	(Inches)	(feet)
Bayside	1983	350	25	8	675
John Muir	2004	1200	9	8	12
Promenade (Bayfront)	2002	300	39	6	370
Victoria	2001	250	110	6	2,400
Industrial	1984	1400	33	10	800
Willow	1981	550	11	8	2,716



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Willow Lift Station

Description

The Willow Avenue Lift Station is located at 800 Willow Avenue between Interstate 80 and Viewpointe Blvd. The station was constructed in 1981 and has two 0.8 MGD submersible pumps. There is a third 'spare pump' on site. However since the third pump is not installed, the firm pumping capacity is 0.8 MGD. The station has a standby diesel generator for emergency power outages onsite. The station currently has high level and power outage alarming to a phone tree. It does not have SCADA monitoring of pump run times wet levels and power consumption

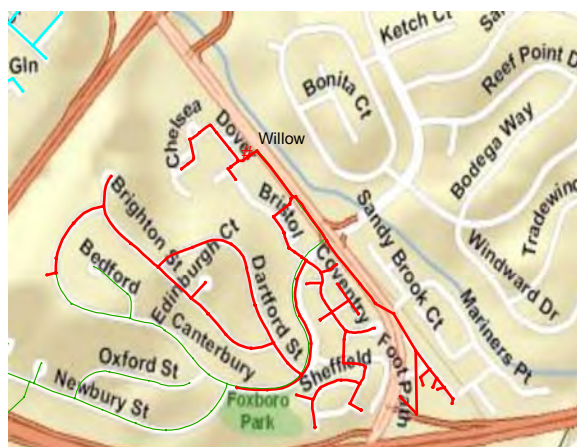
Service Area

The Willow lift station provides service to approximately 14,262 lineal feet of pipe and serves a total service area of approximately 75 acres. The service area of the Willow Lift Station is shown in Figure 4-3. The service area contains 273 residential units and 5.5 acres of industrial and commercial development. There is no undeveloped acreage in this area therefore unless redevelopment occurs or there is an increase in inflow and infiltration there should be no increase in future flows.

Station Capacity

The calculated flows based on land use flowing into the station are estimated at 0.0794 MGD these flows do not include inflow and infiltration. The station was monitored for flow and pump on off cycles. The average dry weather flows for the monitoring period were 0.084 MGD therefore using a peaking factor of 5 for wet weather flows bringing the total wet weather flow to 0.42 MGD. This station has adequate capacity for existing and future flows.

Figure 4-3 Willow Lift Station





John Muir Lift Station

Description

The John Muir Lift Station is located at the corner of Alfred Nobel Drive and John Muir Parkway. The station was constructed in 2004 and has two 1.7 MGD submersible pumps. The station has an emergency overflow by gravity into the 12 inch gravity line downstream of the station. The station currently has high level and power outage alarming to a phone tree but does not have SCADA monitoring of pump run times, wet levels and power consumption. The invert of the manhole upstream of the station is 13.1 feet the invert of the manhole downstream of the lift station is 9.8 feet. It appears possible to provide service to this area by gravity.

Service Area

The John Muir lift station provides service to approximately 1,900 lineal feet of pipe and serves a total service area of approximately 5.9 acres. The service area of the John Muir Lift Station is shown in Figure 4-4. The service area contains 1.9 acres of industrial and commercial development. There appears to be no undeveloped acreage in this service area. Unless redevelopment occurs, or there is an increase in inflow and infiltration, there should be no increase in future flows.

Station Capacity

The calculated flows based on land use flowing into the station are estimated at 0.0267MGD these flows do not include inflow and infiltration. The station was monitored for flow and pump on off cycles. The average dry weather flows for the monitoring period were 0.0269 MGD therefore using a peaking factor of 5 for wet weather flows bringing the total wet weather flow to 0.1345 MGD. The firm pumping capacity at his station is 1.7 MGD. This station has plenty of excess capacity for existing and future flows.

Recommendation

This area could be served by gravity. Therefore to save the cost of operating a lift station and reduce the possibility of overflows it is recommended that this station be decommissioned and relived by gravity line construction of 146 feet of 12 –inch gravity line. The possible routing of gravity line to relive the station by gravity is shown in Figure 4-5.



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Figure 4-4 John Muir Lift Station Service Area

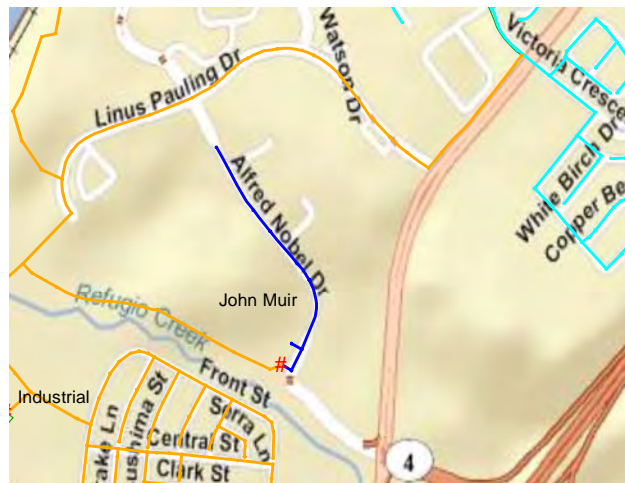


Figure 4-5 Potential Muir Relief Alignments





Industrial Lift Station

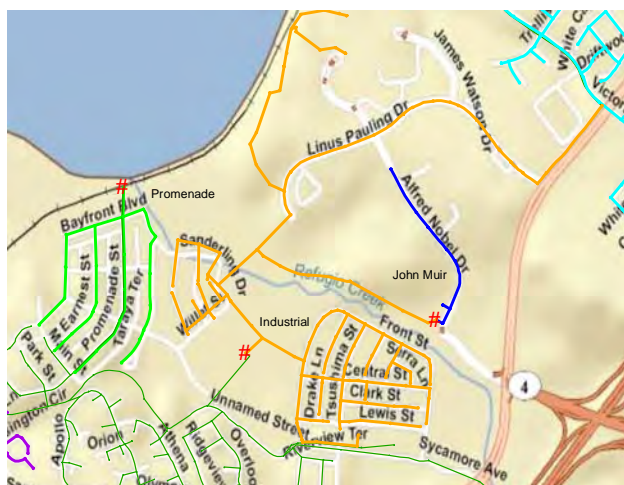
Description

The Industrial Lift Station is located north of Sycamore Avenue between Wilet and I Drive. The station was constructed in 1985 and has two submersible variable speed pumps rated at 2.0MGD each. The firm pumping capacity of the station is 2.0 MGD. The station has a standby diesel generator for power outages. The station currently has high level and power outage alarming to a phone tree but does not have SCADA monitoring of pump run times wet levels and power consumption

Service Area

The Industrial lift station provides service to approximately 25,275 lineal feet of pipe and serves a total service area of approximately 85 acres. The service area of the Industrial Lift Station is shown in Figure 4-6. The service area contains 1129 residential units and 38.8 acres of industrial and commercial. There are no undeveloped areas in the Industrial lift station service area. The station also receives flows from the Victoria by the Bay Lift Station.

Figure 4-6 Industrial Lift Station Service Area



Station Capacity

The total estimated flow to the industrial lift station based on the flow measurement of the collection system is approximately 0.676MGD. The dry weather peak flows based on the flow monitoring program of 0.676 MGD, when multiplied by the peaking factor of five (5), results in a total wet weather flow of 3.38MGD. The firm pumping capacity of the Industrial Lift Station is not sufficient to handle existing flows.

Recommendation

The firm pumping capacity of the Industrial Lift station should be reevaluated and upgraded to accommodate existing and future peak wet weather flows if required.



Bayside Lift Station

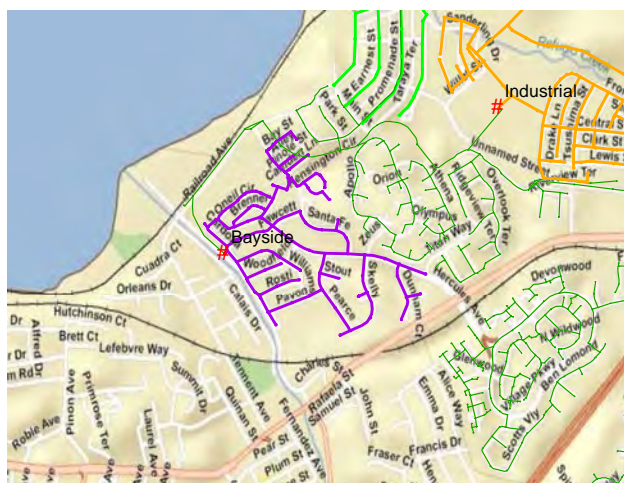
Description

The Bayside Lift Station is located at the corner of Woodfield and Fawcett in the northwestern part of Hercules. The station was constructed in 1984 and has two 0.5 MGD submersible pumps. There is a third 'spare pump' on site. However since the third pump is not installed the firm pumping capacity is 0.5 MGD of one pump. The station has a standby diesel generator for emergency power outages onsite. The station currently has high level and power outage alarming to a phone tree but does not have SCADA monitoring of pump run times wet levels and power consumption

Service Area

The Bayside lift station provides service to approximately 17,373 lineal feet of pipe and serves a total service area of approximately 104 acres. The service area of the Bayside Lift Station is shown in Figure 4-7. The service area contains 367 residential units and 11.2 acres of industrial and commercial development. There are approximately 0.66 acres of undeveloped land in the Bayside Lift Station service area.

Figure 4-7 Bayside Lift Station



Station Capacity

The calculated flows based on land use flowing into the station are estimated at 0.110 mgd these flows do not include inflow and infiltration. The estimated land use dry weather flows when multiplied times the wet weather peaking factor of 5 results in 0.55 mgd. This exceeds the firm pumping capacity of 0.50 mgd. The average dry weather flows for the monitoring period were 0.130 MGD therefore using a peaking factor of 5 for wet weather flows bringing the total wet weather flow to 0.650 MGD.

Recommendations

The firm pumping capacity of the Bayside lift station should be reevaluated and upgraded to accommodate existing and future peak wet weather flows if required



Victoria Lift Station

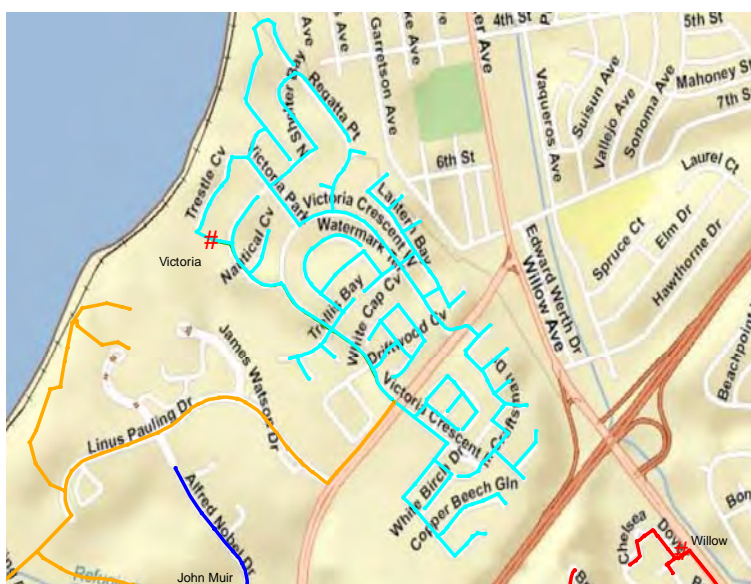
Description

The Victoria Avenue Lift Station is located in an easement east of Trestle Cove and West of South Shelter Bay. The station was constructed in 2001 and has three 0.360 MGD submersible pumps. The firm pumping capacity of the Victoria Lift station is 0.720 MGD. The station has a standby diesel generator for emergency power outages onsite. The station currently has high level and power outage alarming to a phone tree. The station has full SCADA monitoring including flow metering, pump run, times wet levels and power consumption.

Service Area

The Victoria lift station provides service to approximately 30,693 lineal feet of pipe and serves a total service area of approximately 150 acres. The service area of the Victoria Lift Station is shown in Figure 4-8. The service area contains 880 residential units (748 SF and 132 MF) and 11.8 acres of industrial and commercial development. There are approximately 7.48 acres of undeveloped land in the Victoria Lift Station service area.

Figure 4-8 Victoria Lift Station



Station Capacity

The calculated dry weather flows based on land use flowing into the station are estimated at 0.160 mgd. Estimated land use based wet weather flow are 0.8 mgd. Based on the existing installed firm pumping capacity of 0.72 MGD and using a wet weather peaking factor of five, the lift station does not appear have sufficient capacity for existing flows. There are 7.48 acres of vacant land that may be developed in the future creating potential for additional flows.

Recommendation

Further investigation is required to assure that this pump station has adequate capacity for future and wet weather flows.



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Bayfront Lift Station (Promenade)

Description

The Bayfront Lift Station is located in an easement near the intersection of Bayfront Boulevard and Promenade. The station was constructed in 2002 and has two 0.43 MGD submersible pumps. The firm pumping capacity is 0.43 MGD of one pump. The station has a standby diesel generator for emergency power outages onsite. The station currently has high level and power outage alarming to a phone tree but does not have SCADA monitoring of pump run times wet levels and power consumption.

Service Area

The Bayfront lift station provides service to approximately 6,766 lineal feet of pipe and serves a total service area of approximately 35 acres. The service area of the Bayfront Lift Station is shown in Figure 4-9. The service area contains 129 residential units and 2.08 acres of industrial and commercial development. There is approximately 0.24 acres of undeveloped land in the Bayfront Lift Station service area.

Figure 4-9 Bayfront Lift Station



Station Capacity

The calculated flows based on land use flowing into the station are estimated at 0.037 MGD. These flows do not include inflow and infiltration. The station was monitored for flow and pump on/off cycles; the average daily flows during the monitoring period were 0.058 MGD. The estimated land use dry weather flows when multiplied times the wet weather peaking factor of 5 result in 0.185 MGD peak wet weather flow. The average dry weather flows for the monitoring period were 0.058 MGD; therefore, using a peaking factor of 5 for wet weather flows brings the total wet weather flow to 0.290 MGD.

Recommendations

The Bayfront lift station appears to have adequate capacity for existing and future peak wet weather flows.



5.0 System Flows

5.1 2008 Flow Measurement Plan

The Geographic Information System (GIS) that was created from the various data sources was reviewed and commented on by the City engineering and operations staff including Pinole personnel who served as collection system maintenance support. DUDEK made the revisions to the maps to incorporate correct alignments and flow directions. Based on the layout of the system, a Flow Measurement Plan was prepared that identified six (6) key locations in the collection system. These locations allow the collection system to be subdivided into logical units for flow characterization and defect prioritization.

The goal of the Flow Measurement task is to characterize the flows during normal dry weather and within wet weather. Comparison of the average dry weather volume and hourly rates are compared to wet weather volumes and hourly rates to determine the nature and extent of the defects in the system. The flow measurement program was extended to include the operations of the lift stations.

Figure 5-1 shows the location of the flow meters and the areas that drain to each flow measurement site (Sub Basins). The results of the flow metering program are discussed in the following sections.

Table 5-1 indicates the flow meter ID (Basin 1, Basin 2, etc) and the upstream contributing land use. This table is helpful in defining the individual variations of flow observed at each site.

Table 5-1 Meter Basin Land Use

Acreage Utilized (Contra Costa County Parcel Data)						
Major Land Use Category	Basin 1	Basin 2	Basin 3	Basin 4	Basin 5	Basin 6
Residential	244.36	81.38	431.92	93.41	288.18	490.48
Multiple	17.57	9.91	72.27	6.81	48.46	56.79
Commercial	2.43	2.62	10.88	4.07	4.02	28.83
Industrial	0.27	0.18	5.13	10.55	1.89	25.97
Land	0.63	0.05	1.66	0.19	0.34	0.35
Institutional	7.38	1.53	19.20	1.83	9.74	7.62
Miscellaneous	3.78	8.77	2.27	1.68	6.66	3.55
TOTAL	276.43	104.44	543.33	118.54	359.29	613.59

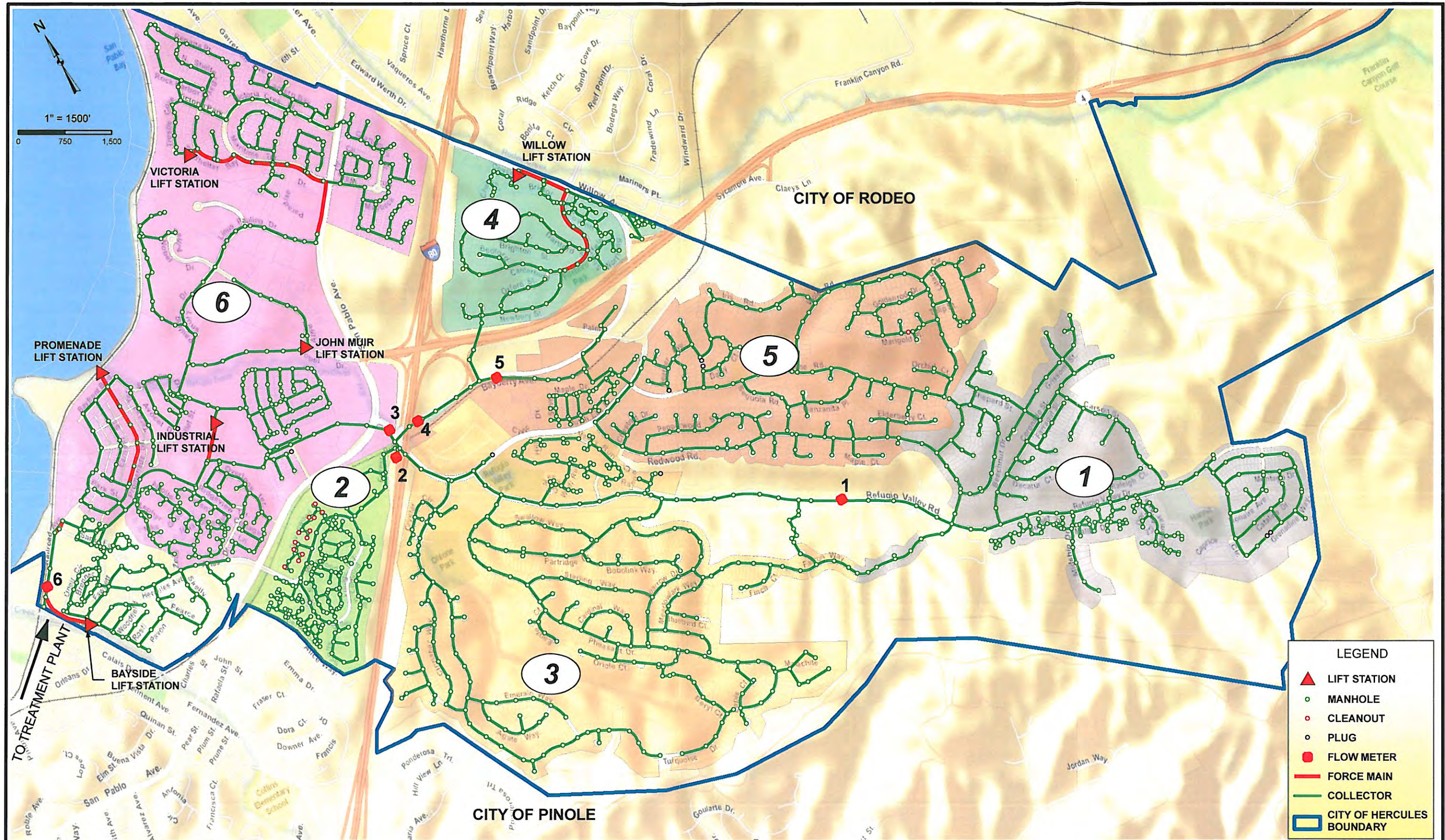


FIGURE 5-1 FLOW MEASUREMENT
SITES AND SUB BASINS



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5.2 Average Dry Weather

Average dry weather flow is determined by analyzing the flow patterns on days which no rainfall occurred and which were not impacted by a previous rainfall event. Table 5-2 indicates the overall characteristics of the flow observed at each site.

Table 5-2 Dry Weather Flow Characteristics

ADWF Hour	Upstream H-01 H-01		Upstream H-02 H-02		Upstream H-05 H-05		Upstream H-04 H-04		Upstream H-04 H-04-H-05		Upstream H-03 H-03		H03-(H4+H2+H1)		Upstream of H-06 H-06		H06-H-03	
	0.73	MGD	0.24	MGD	0.265	MGD	0.641	MGD	0.376	MGD	1.87	MGD	0.26	MGD	2.10	MGD	0.24	MGD
0:00	1.13	0.82	1.10	0.26	1.09	0.29	1.19	0.76	1.26	0.47	1.18	2.20	1.37	0.35	1.25	2.62	1.79	0.42
1:00	0.92	0.67	0.88	0.21	0.94	0.25	0.91	0.58	0.88	0.33	0.92	1.72	1.00	0.26	1.08	2.26	2.33	0.55
2:00	0.63	0.45	0.67	0.16	0.71	0.19	0.67	0.43	0.65	0.24	0.76	1.43	1.48	0.38	0.87	1.83	1.70	0.40
3:00	0.43	0.31	0.58	0.14	0.57	0.15	0.56	0.36	0.55	0.21	0.62	1.16	1.38	0.36	0.69	1.45	1.22	0.29
4:00	0.38	0.28	0.54	0.13	0.51	0.14	0.49	0.31	0.47	0.18	0.56	1.05	1.29	0.33	0.58	1.22	0.71	0.17
5:00	0.38	0.28	0.55	0.13	0.52	0.14	0.44	0.28	0.39	0.15	0.54	1.01	1.23	0.32	0.53	1.11	0.42	0.10
6:00	0.48	0.35	0.64	0.15	0.58	0.15	0.46	0.29	0.37	0.14	0.60	1.13	1.29	0.33	0.52	1.10	-0.13	-0.03
7:00	1.00	0.73	0.98	0.24	0.81	0.21	0.66	0.42	0.55	0.21	0.85	1.59	0.81	0.21	0.64	1.34	-1.09	-0.26
8:00	1.51	1.10	1.52	0.37	1.17	0.31	1.13	0.72	1.10	0.41	1.35	2.53	1.32	0.34	0.99	2.08	-1.88	-0.44
9:00	1.66	1.20	1.60	0.38	1.62	0.43	1.45	0.93	1.32	0.50	1.58	2.96	1.71	0.44	1.49	3.13	0.75	0.18
10:00	1.21	0.88	1.18	0.28	1.34	0.35	1.41	0.90	1.46	0.55	1.30	2.44	1.44	0.37	1.47	3.09	2.76	0.65
11:00	1.08	0.78	1.02	0.25	1.12	0.30	1.20	0.77	1.26	0.47	1.09	2.03	0.89	0.23	1.15	2.43	1.70	0.40
12:00	0.94	0.69	0.98	0.24	1.07	0.28	1.14	0.73	1.19	0.45	1.08	2.01	1.39	0.36	1.11	2.33	1.35	0.32
13:00	0.90	0.66	0.91	0.22	1.00	0.26	1.13	0.72	1.22	0.46	0.99	1.84	0.96	0.25	1.00	2.09	1.06	0.25
14:00	0.92	0.67	0.88	0.21	0.95	0.25	1.01	0.65	1.06	0.40	0.94	1.76	0.91	0.23	0.96	2.02	1.08	0.25
15:00	0.96	0.70	0.86	0.21	0.97	0.26	0.95	0.61	0.94	0.35	0.93	1.74	0.88	0.23	0.91	1.92	0.78	0.18
16:00	0.97	0.71	0.86	0.21	0.94	0.25	0.91	0.58	0.89	0.33	0.91	1.71	0.81	0.21	0.88	1.86	0.64	0.15
17:00	1.00	0.72	0.88	0.21	0.97	0.26	0.91	0.58	0.87	0.33	0.89	1.66	0.53	0.14	0.89	1.87	0.89	0.21
18:00	1.03	0.75	0.93	0.22	0.99	0.26	1.02	0.65	1.04	0.39	0.93	1.73	0.38	0.10	0.91	1.92	0.82	0.19
19:00	1.16	0.84	1.03	0.25	1.06	0.28	1.13	0.72	1.18	0.44	1.01	1.88	0.26	0.07	0.98	2.07	0.80	0.19
20:00	1.29	0.94	1.23	0.30	1.21	0.32	1.26	0.81	1.30	0.49	1.14	2.12	0.30	0.08	1.10	2.30	0.78	0.18
21:00	1.38	1.01	1.44	0.35	1.34	0.35	1.36	0.87	1.37	0.51	1.27	2.37	0.58	0.15	1.26	2.64	1.15	0.27
22:00	1.39	1.01	1.45	0.35	1.33	0.35	1.36	0.87	1.38	0.52	1.30	2.43	0.80	0.21	1.38	2.91	2.03	0.48
23:00	1.32	0.96	1.32	0.32	1.18	0.31	1.26	0.81	1.31	0.49	1.25	2.34	0.99	0.25	1.37	2.89	2.34	0.55
0:00	1.13	0.82	1.10	0.26	1.09	0.29	1.19	0.76	1.26	0.47	1.18	2.20	1.37	0.35	1.25	2.62	1.79	0.42
	1.00	0.73	1.00	0.24	1.00	0.265	1.00	0.641	1.00	0.376	1.00	1.87	1.00	0.26	1.00	2.10	1.00	0.24

The average dry weather flow pattern is dominated by the residential land use. Figure 5- 3 shows the flow pattern for 5 of the 6 basins measured. Figure 5-4 shows the net pattern measured at site 3. This site is strongly influenced by the adjacent shopping center and industrial activity. Notice the food preparation and the just afternoon peak.



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Figure 5-2 Residential Dry Weather Pattern

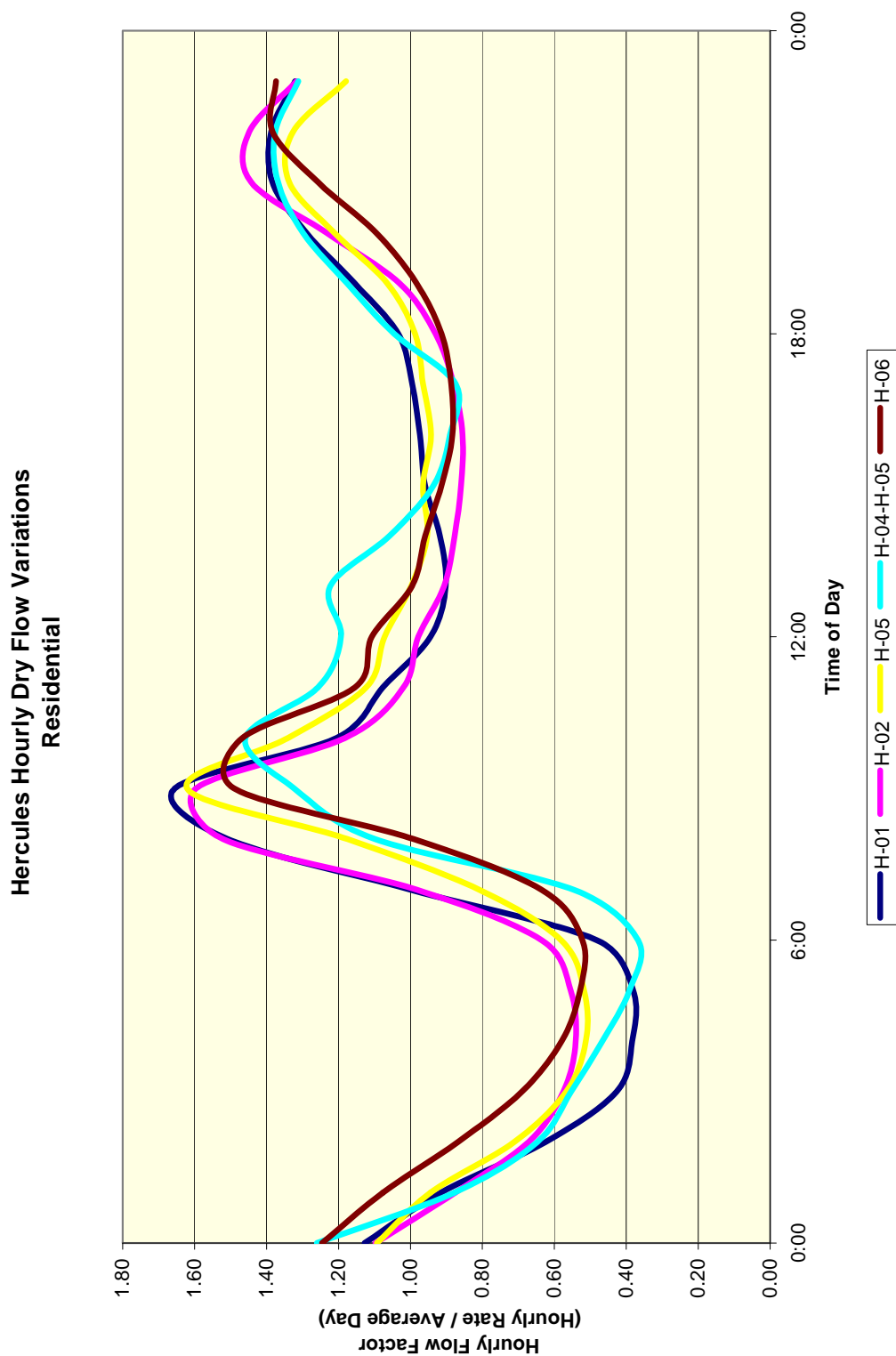
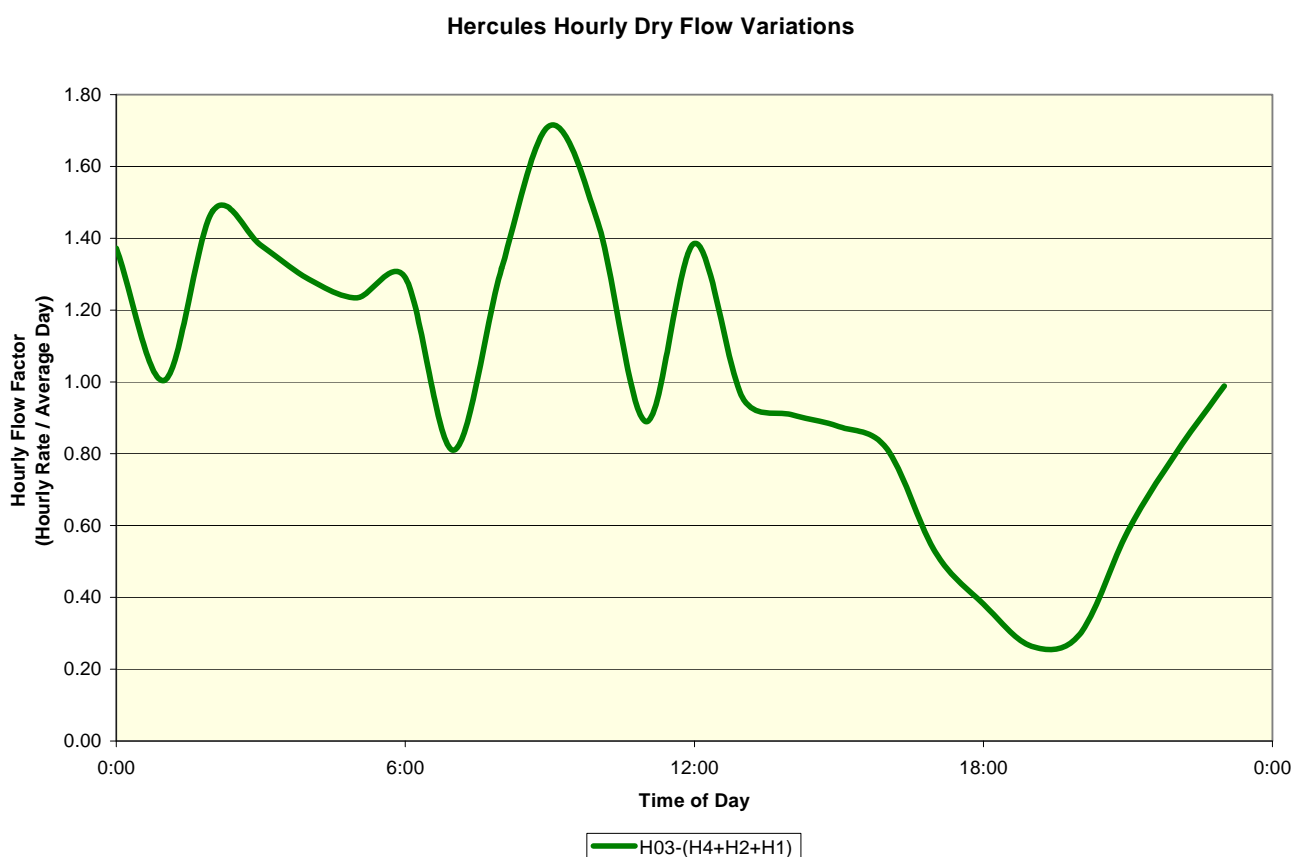




Figure 5-3 Non-Residential Flow Pattern



5.3 Inflow and Infiltration Analysis

Flows originating from defects are generally known as defect flows, or I&I. Defect flows that occur consistently regardless of precipitation are known as Base Inflow and Infiltration (BII). Defect flows that only occur as a result of a rainfall event are known as Rainfall-Derived Inflow and Infiltration (RDII). A wet-weather analysis was used to determine the impacts of defect flow. This section discusses the methodology used to estimate the RDII.

I&I flows originate from defects in the collection system. Each is distinguished by the method by which it enters the collection system. Inflow comes from direct connections to the surface waters. Examples of inflow sources would include: missing clean-out covers; missing manhole covers; damaged manhole rings and cones in watercourses; manholes in street gutters; and roof, patio, refuse bin, storm and other drains that are connected to the sanitary sewer system. Inflow is characterized by a rapid response and diminishment closely following the pattern of the rainfall event. Inflow is most frequently located through the use of smoke testing during dry weather.



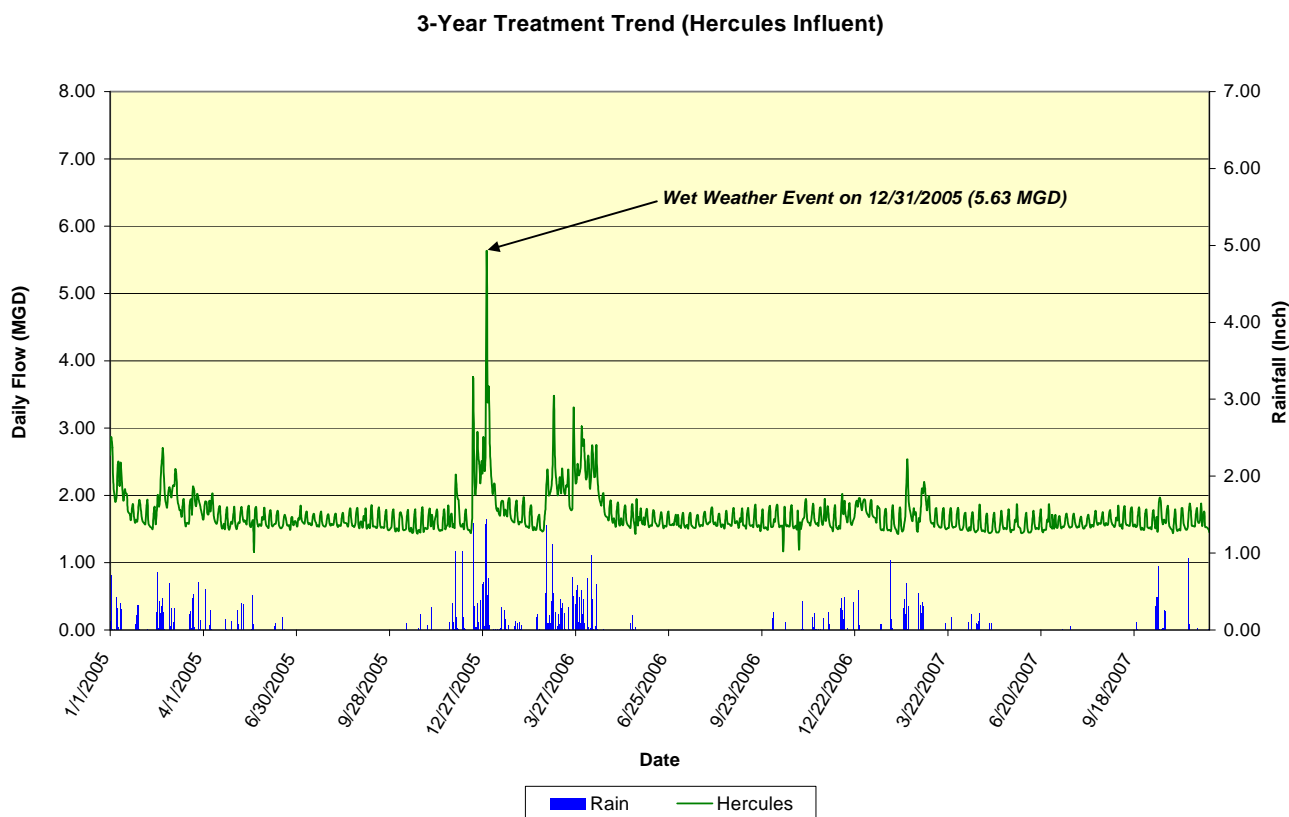
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Infiltration flows enter the system from indirect connections through the soil/groundwater interface. Examples of infiltration source include cracked pipe, offset joints, manhole/pipe connections, and manhole chimney seals. Infiltration has a slow initial response to rainfall and infiltration defect flows may last for months after a rainfall event. Infiltration defects are best located through the use of CCTV inspections performed during periods of high groundwater.

RDII flows into the sewer and temporarily elevates wastewater flows in the collection system. The nature of the RDII response is indicative of the type, magnitude, and distribution of the defects in the system. Defect flows are calculated by subtracting the ADWF from wet-weather flow on a selected storm event.

On 31st December, 2005, the City's treatment plant observed a major wet weather event. The treatment plant estimated a total flow of 13.27 MGD, of which Hercules' contribution was 5.63 MGD. Figure 5-5 depicts the wet weather event.

Figure 5-4 WWTP Flow and Rainfall





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In addition to flows observed during the average dry weather condition 2008(ADWF), a wet weather analysis needs to be performed to determine the impacts of defect flow. In order to determine the locations where defect flows might be occurring in the collection system, a well defined flow monitoring program has been developed.

To further isolate RDII, a second phase of the flow monitoring program is recommended for the winter wet season 2008-2009. A second phase will involve a more detailed flow monitoring of the lift stations in addition to the six key locations. This approach will further facilitate the determination of defect flows per unit inch of rainfall per unit foot of pipeline and allow an assessment of lift station performance.



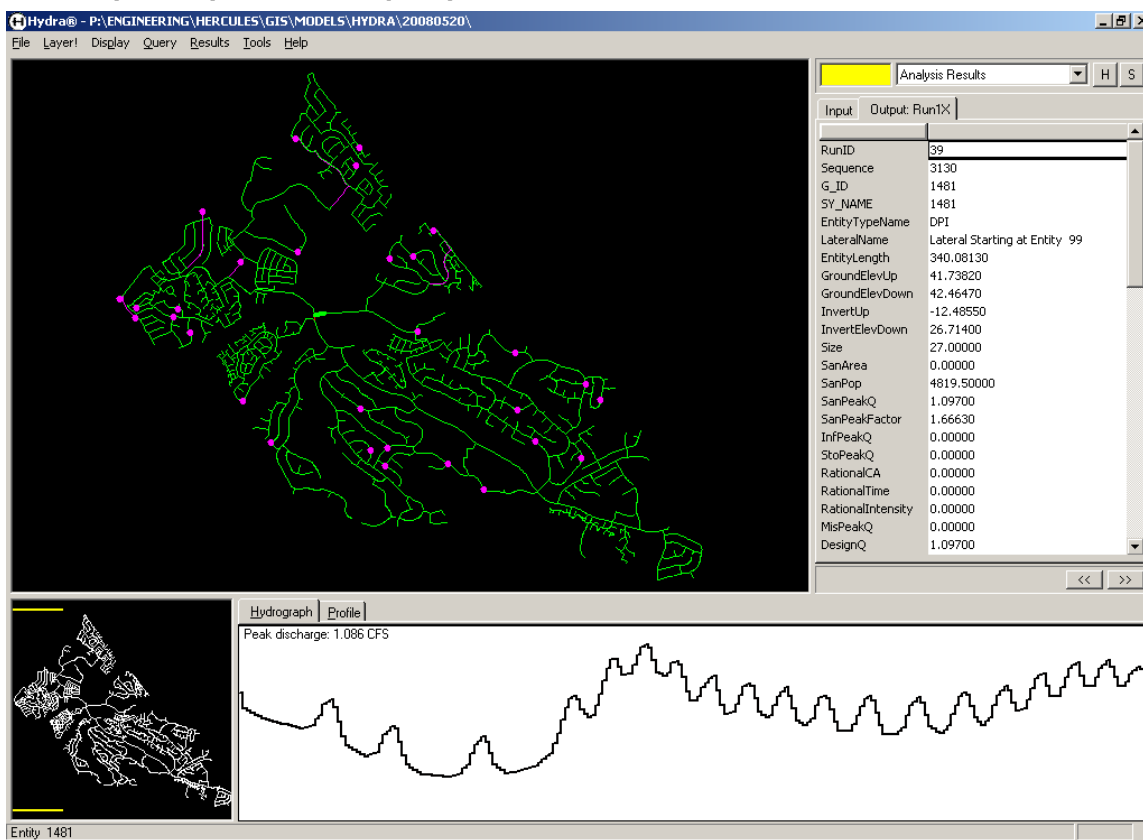
6.0 Capacity Assurance Plan

6.1 Hydraulic Model

To assess the capacity of the collection system to convey flow under normal and stressed conditions, a hydraulic model was created from the GIS data. This model includes all facilities in the collection system except for privately owned lift stations, collectors and laterals. The Pizer, Inc. Hydra Model and EPA SWMM model were used to evaluate the capacity of the system and the potential for overflow, respectively. A complete technical memorandum on the detailed results of the models will be provided in a separate binder.

Figure 6-1 captures a screen shot of the collection system as it is modeled in the Hydra user interface.

Figure 6-1 Hydra Dry Weather Capacity Model



The hydrograph displayed shows the effect of the Willow Pump Station on the downstream flows. For the average dry weather flows, no capacity restrictions are predicted in the Hercules collection system. Any overflows that have occurred in the system are related to blockages or pipe failures and not due to hydraulic capacity.



6.2 Flow Loading

Flow loading is the process where flows created by individual users are quantified and directed to the proper receiving pipe. In the hydraulic model prepared for Hercules, all flows generated from the parcel were assigned to the nearest gravity sewer pipeline. Since the entire collection system is modeled, this represents the most accurate way to assign flows.

6.2.1 Average Dry Weather

Two components are used to describe flow for the model. These are the average daily volume and the hourly flow pattern. The hourly flow pattern is also called the diurnal curve. In the model, each parcel was assigned a flow meter ID number that was then associated with its specific land use driven diurnal curve. All of the residential curves are very similar, varying only due to the location of the flow monitor in its basin. For example, Meter 6 is the last basin in the collection system and shows a diurnal variation that lags the remainder of the system by one hour. In these basins and in unmonitored areas upstream of the Bayside Lift Station, the typical residential curve was used. In the commercial areas located in Basin 3, a typical non-residential pattern was used.

Average dry weather flows were calculated in the model by considering the land use and its associated flow generation factors and diurnal curves.

6.2.2 Wet Weather

As noted in the discussion on the Inflow and Infiltration Analysis, a basin by basin wet weather characterization could not be performed. This is due to the overall low intensity of rainfall events that were observed during the monitoring period. The contribution of wet weather flows from defects could only be characterized by an overall increase in flows. This was done by using a feature in the Hydra program that allows the peak rate to be increased by a specific multiplier. In the inflow and infiltration analysis of the treatment plant data, the highest observed peaking factor for daily volume was 3.3. The peak flow volume was recorded at 13.3 mgd. During the peak rate, the influent flow meters failed. It is estimated that the actual peak flow rate was nearly 20.0 mgd. To account for the potential impacts of rainfall defects on a global basis, a wet to dry weather peaking factor of 5.0 was used.

6.3 Capacity Analysis

The capacity analysis was performed using the dry weather flow meter calibrated model. Wet weather capacity analysis was performed using a global peaking factor of 5.0. This represents the highest flow observed at the treatment plant from Hercules in the last 3.0 years. The Contra Costa County Flood Control District estimates a rainfall return period for the 12/31/2005 storm event as between 5 and 10 years for the Rodeo Fire Station rain gauge. This return frequency is consistent with other collection system planning assumptions in the Bay Area.

A pipe was considered capacity restricted if the maximum flow at full pipe was exceeded.



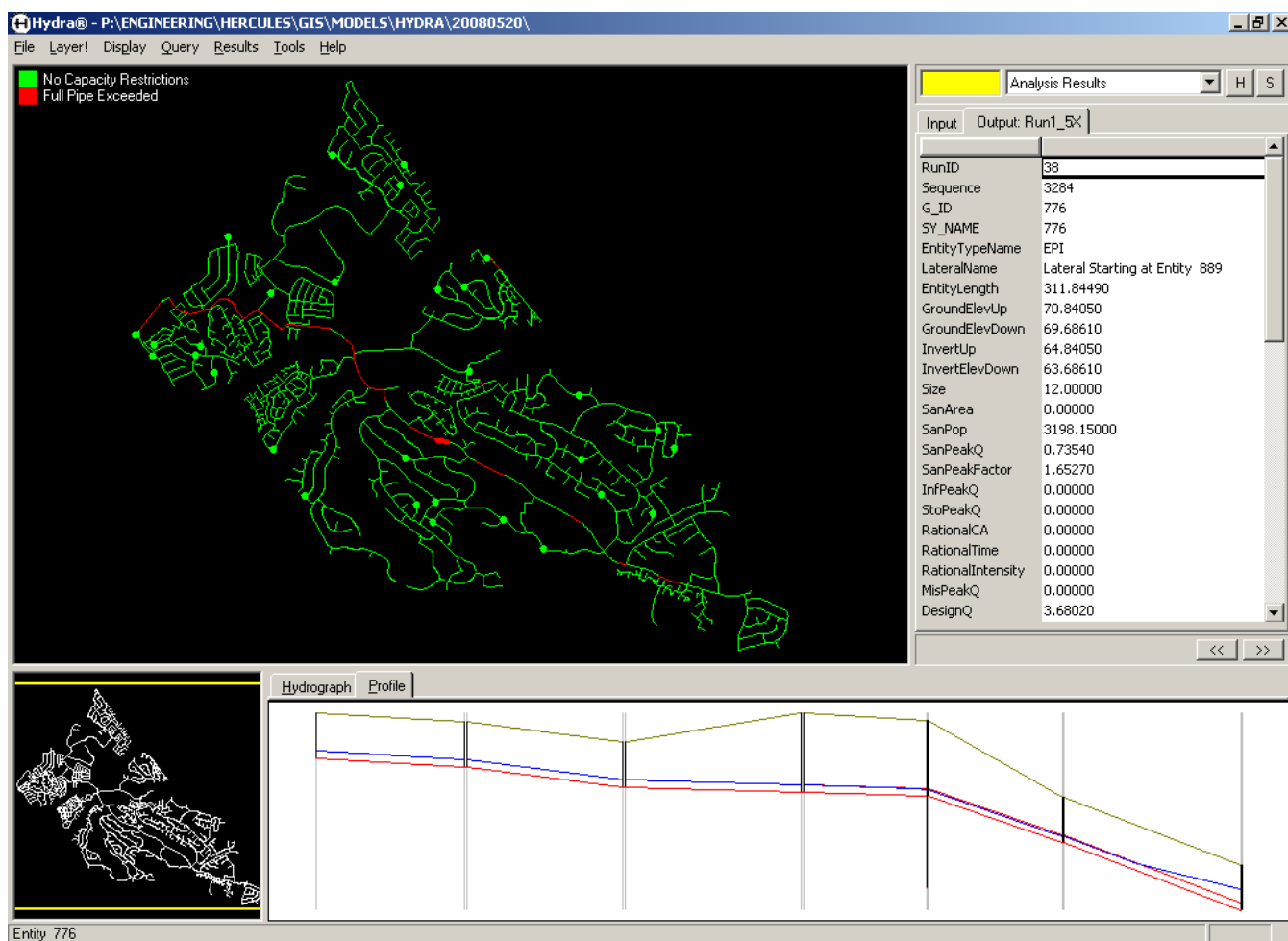
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6.3.1 Capacity Restrictions

As shown in Figure 6-1 there are no predicted capacity restrictions in the calibrated dry weather model. This would indicate that any overflows that may occur are due to conditions not present in the model. This can include: roots, silt, fats, oils, grease build-up, or collapsed and obstructed pipes.

Figure 6-2 shows the wet weather predicted capacity restrictions in red and unrestricted pipes in green.

Figure 6-2 Wet Weather Capacity Restrictions



Note that the lower panel shows the predicted hydraulic grade line in blue and the top and bottom of pipe in red. Notice that the predicted water surface is well below the ground surface, except at the lower end (on the right of the profile). As the lower trunk (Railroad Avenue to Sycamore) flattens out, the HGL does exceed the ground level and indicates a potential for overflow. For perspective, Figure 6-3 shows the Railroad Avenue Bridge during a rainfall event of this magnitude.



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Figure 6-3 Pinole Creek 12/31/2005



6.4 Candidate Capacity Enhancement Projects

Four candidate projects were identified from the hydraulic modeling for the wet weather event. Additional preliminary flow measurements, capacity evaluation surveys, GIS/model updates should be performed. These tasks are required to confirm the impact of wet weather events, establish current existing invert elevations and lengths, update the GIS and reevaluate the capacity analysis with these input data changes. The total costs for these programs are identified in the Capacity Enhancement Projects.

6.4.1 Prioritization

As noted above, the preliminary requirements are for additional field information to be collected. The Capital Improvement Projects are assigned a priority based on the location in the collection system. Three of the four projects are located on the trunk line and would begin at the lower reaches and work upstream. The fourth project is located at Bristol Street, just upstream of the Willow Pump Station. The projects then listed in priority order are:

1. Railroad Avenue to Sycamore Trunk
2. Sycamore Avenue to Partridge Trunk
3. Survey Only Partridge Avenue to Coronado Boulevard and
4. Bristol Street near Willow Lift Station



7.0 Capital Improvement Projects

7.1 Replacement Costs

To estimate the financial resources required for the replacement pipelines identified in this section, project cost estimates were made. The planning level unit cost of \$ 18.85 per inch per foot of pipe was used to calculate the total amount of the replacement project. The formula below shows the calculation performed for estimating the replacement project costs.

$$\text{Replacement Project Cost} = (\$ 18.85 \text{ per inch per length}) * \text{Length} * \text{Diameter}$$

Table 7-1 below shows the replacement project cost due to capacity restrictions.

Table 7-1 Capacity Related Project Costs

Capacity Related Projects	Diameter (Inch)	Length (ft)	Cost
Sycamore Ave to Railroad Ave Trunk	33	8,283	\$ 5,152,440
Sycamore Ave to Partridge Dr Trunk	24	4,653	\$ 2,105,017
Partridge Dr to Coronado Blvd Trunk	<i>Requires Survey Only</i>		
Bristol St near Willow Lift Station	8	450	\$ 67,860
Total		13,386	\$ 7,325,317

Contingencies were not included during the estimation of the replacement project cost. The actual costs for design and construction may vary due to site specific requirements. Technical services, field engineering and other contingencies such as environmental costs should be considered while estimating the costs at design level. The contingencies can be as high as 50% of the construction costs and are described as follows:

Technical Services – 25%

- Preparation of environmental documentation
- Processing of approvals and permits
- Preliminary planning and design documents
- Final Design/Preparation of Plans, Specifications and Project Manuals
- Preparation of As-Builts
- Surveying

Field Engineering – 15%

- Contract Administration
- Coordination with other agencies
- Administration of geotechnical, archaeological, ROW and other outside services
- Construction Inspection



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Contingencies – 10%

Easement Contingency¹ – 30%

- Permitting
- Special Construction
- Realignment

Rehabilitation Costs

In addition to the Capacity Related Replacement Projects, the City must address looming age, material, condition related replacements or rehabilitation. The following sections discuss the cost estimates of these improvements and additional Operations and Maintenance related activities that will insure compliance with the WDR through a well managed collection system. The maintenance hotspots identified by the City were grouped based on the pipe diameter and rehabilitation costs for these maintenance areas were calculated using the unit costs shown in Table 7-2 below:

Table 7-2 Lining Unit Costs

Diameter (Inch)	Unit Cost (\$/ft)
4	60
8	60
10	70
12	74
14	90

Approximately, 9,000 ft of the entire collection system needs immediate maintenance. The breakdown of the pipes by diameters that needs rehabilitation and the corresponding rehabilitation cost are shown in Table 7-3 below:

Table 7-3 Rehabilitation Project Costs

Diameter (Inch)	Length (ft)	Unit Cost (\$/ft)	Total Cost
4	58	60	\$ 3,474
8	6,090	60	\$ 365,408
10	576	70	\$ 40,320
12	314	74	\$ 23,236
14	1,883	90	\$ 169,478
Total	8,921		\$ 601,916

It is recommended that rehabilitation projects identified by the City shown in the table above should be completed in the fiscal year 2008-2009 and an amount of \$ 72,000 per years should be budgeted and spent on maintenance for years 2009-2033.



7.2 Condition Related Projects

These projects comprise an ongoing condition assessment and system evaluation for the physical aspects of the collection system.

7.2.1 Flow Measurements

Flow measurements are performed at key locations in the collection system in all weather conditions. The equipment typically measures both depth and velocity to determine the flow rate. The data is simultaneously recorded so that the overall system response may be characterized. By comparing wet weather flows and dry weather flows, the location and type of defects (Inflow and Infiltration) can be quantified. This screening method allows further physical inspection to be used where appropriate. For the Hercules system, we are recommending a biennial approach to flow measurements. Alternatively, the City should consider long term leasing or purchase of permanent flow meter installations.

7.2.2 Smoke Testing

Smoke testing is performed on systems with a quick response to rainfall events. If the flows rapidly increase and decrease, the defects are most likely associated with openings to the surface or cross connection to the storm drain system. These defects are identified by blowing low pressure smoke into the system. While the Hercules collection system is fairly new, it exhibits a dominant inflow response to rainfall. These defects allowed almost four million gallons of rainwater into the system on the 12/31/2005 event. Smoke testing should be used to identify the locations of these defects, as the additional flow is expensive to treat and pump.

7.2.3 Physical Inspection

Physical inspections are the above-ground observations of lift stations, manholes and pipes. These investigations allow general inferences to be made regarding corrosion, fats, oil, grease, and roots. It is an invaluable practice/process that allows the maps to be updated with observed conditions. All too often, observed conditions go unreported or under-documented.

7.2.4 Televised Inspections

The introduction of closed circuit television (CCTV) into the sewer collection system has greatly increased the understanding of internal conditions and required maintenance practices. The approach that is recommended for the CCTV inspection for Hercules is an initial 5 year cycle or 20% per year to establish the baseline. Subsequently the inspection frequency would be once every 10 years unless warranted other wise by change in flow or pipe conditions.

7.2.5 Lift Station Evaluations

The City of Hercules owns and operates 6 lift stations. These lift stations have special requirements for operations and maintenance. These stations were the subject of a Tier I structural inspection in 2004. All of the lift stations should be re-inspected with an emphasis on emergency response planning.



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7.2.6 Repair/Rehabilitation/Replacement

The outcome of the inspection techniques listed above is a continuous assessment of conditions in the collection system. This assessment will generate an ongoing repair/rehab/replacement program. These projects may be, but are not generally, related to capacity restrictions in the system. The purpose of these projects is to reduce the probability of blockage-related and stoppage-related overflows. Table 7-4 lists the projects that have been identified and discussed in the cost estimate table. These are current problems that need to be addressed to minimize overflows from condition related problems. Figure 7-1 illustrates the locations of Priority Maintenance Areas.

Table 7-4 Specific 2008-2009 Condition Projects

Hercules Hot List	
Location	Comments
Redwood and Sycamore Intersection	Grease
Redwood and Fir Intersection	Grease
Lupine and Sycamore Intersection (continue to next MH on trail)	Grease
Redwood-Falcon at Refugio Valley Road Intersection	Inverts buildup grease
Black Walnut and Silver Maple Intersection	Grease Buildup
Manzanita St (belly between 133 and 175)	Belly
Turquoise and Sycamore Intersection	Roots from outflow pipe down the street
Hannah School (at top)	Grout with root intrusion overflow
Sycamore (first MH up from Refugio)	Roots
Canterbury and Newbury	H2S corrosion line collapse
Bristol and Canterbury Intersection	Belly grease up overflow
Silver Maple and Black Walnut	Check if rut is a belly

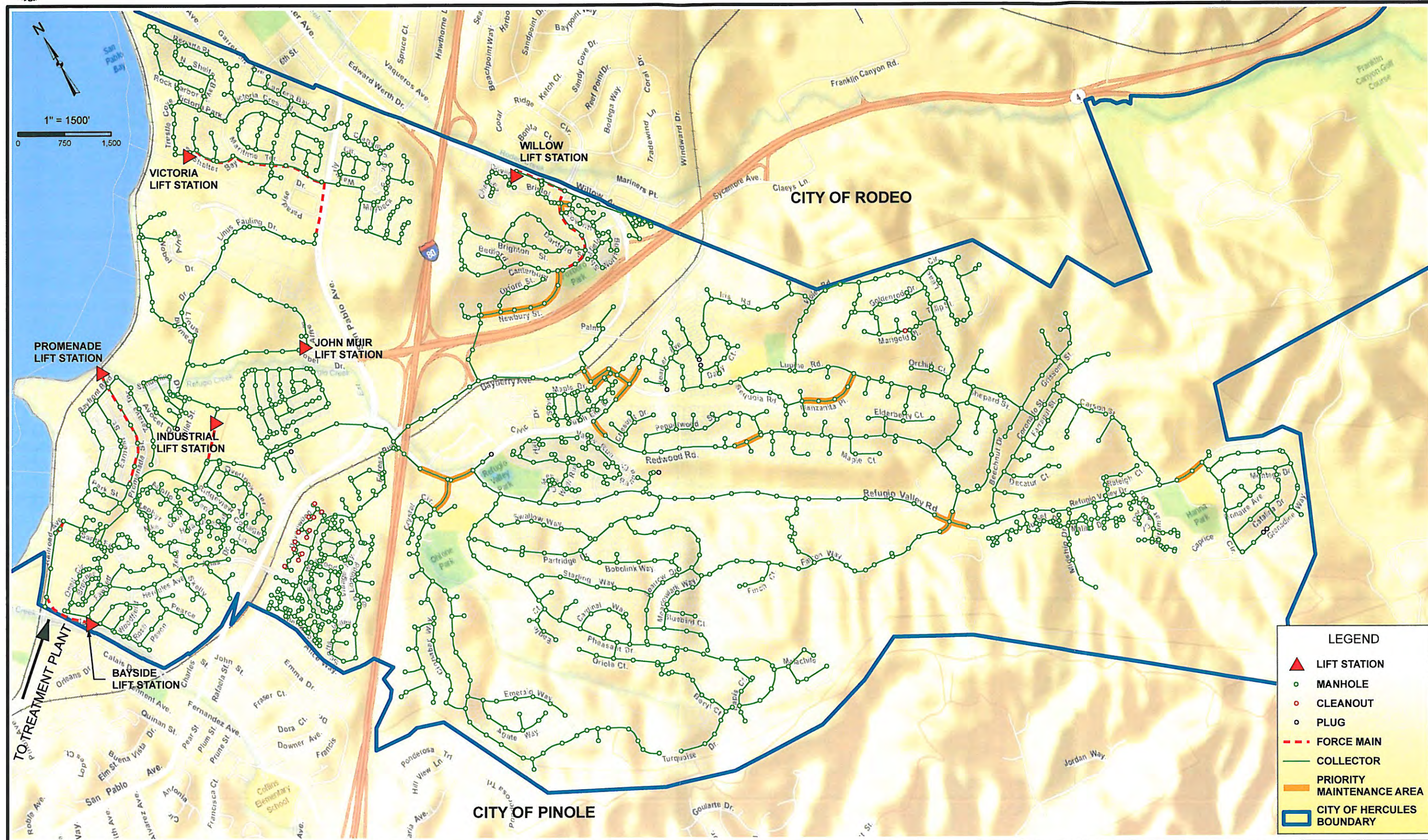


FIGURE 7-1 PRIORITY
MAINTENANCE AREAS



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Capacity Enhancement Projects

This section discusses briefly capacity enhancement projects. These projects are necessary to reduce the potential for overflows that are caused by inadequate capacity. In addition to traditional engineering solutions such as pipe replacement, two preliminary and ongoing projects are recommended. These are the Capacity Evaluation Survey and the GIS/Model Update. The former is an full invert survey to reestablish the precise positioning of the inverts in the collection system. This is required to reflect changes that may have occurred since the design, construction and settling of the pipes.

7.2.7 Capacity Evaluation Survey

A Capacity Evaluation Survey is strongly recommended for all reaches included in capacity related projects. This provides a structured assessment of not only the pipe inverts and diameters but also provides an opportunity for logging the material and condition of the assets.

7.2.8 GIS/Model Update

The GIS/Model update program adds newly acquired field data to the GIS. Additionally, the ongoing maintenance activities need to be reflected in the data collection. This will evolve into a computer based asset management system for the collection system. Regular hydraulic model updates from the inspections and flow measurements will result in a continuously calibrated model. This mode can be used to assess the impacts of planned changes in land use or discharge characteristics.

7.2.9 Replacement Projects

The traditional approach to capacity restrictions in the collection system is to replace the pipe with a larger pipe. An alternative to this approach is to engage in a progressive Inflow and Infiltration Reduction Program. After evaluating the effects of rehabilitation reasonable economic decisions can restore capacity at the highest cost-benefit ratio. For the purposes of this Master Plan, planning level cost estimates have been prepared to establish the level of funding required to replace pipes at a size that does not account for inflow and infiltration reduction. These cost estimates are listed in Table 7-5.



Table 7-5 Capital Improvement Projects

City of Hercules Collection System Capital Improvements Projects						Long Term Projects (5-Year Increments)			
I/I Reduction Program	5-Year Collection System Projects (Near Term)								
	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2018	2018-2023	2023-2028	2028-2033
Condition Assessment Projects	Near Term					Long Term			
Lift Station Study and Monitoring	\$ 25,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500
Flow Measurements (Pre/Post Rehab)	\$ 30,000		\$ 30,000		\$ 30,000	\$ 60,000	\$ 90,000	\$ 60,000	\$ 90,000
Smoke (5 Year / 10 Year Cycle)	\$ 49,314	\$ 49,314	\$ 49,314	\$ 49,314	\$ 49,314	\$ 123,285	\$ 123,285	\$ 123,285	\$ 123,285
CCTV (5 Year / 10 Year Cycle)	\$ 98,628	\$ 98,628	\$ 98,628	\$ 98,628	\$ 98,628	\$ 246,570	\$ 246,570	\$ 246,570	\$ 246,570
Physical Inspection	\$ 38,355	\$ 38,355	\$ 38,355	\$ 38,355	\$ 38,355	\$ 95,888	\$ 95,888	\$ 95,888	\$ 95,888
Program Management (25% Subtotal)	\$ 60,324	\$ 47,199	\$ 54,699	\$ 47,199	\$ 54,699	\$ 131,436	\$ 138,936	\$ 131,436	\$ 138,936
Condition Assessment Subtotal	\$ 301,622	\$ 235,997	\$ 273,497	\$ 235,997	\$ 273,497	\$ 669,680	\$ 707,180	\$ 669,680	\$ 707,180
Repair/Rehab/Replacements	Near Term					Long Term			
Pipe and MH Relining	\$ 289,659	\$ 361,659	\$ 72,000	\$ 72,000	\$ 72,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000
Lift Station Rehabilitation	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 250,000			
Repair/Rehab/Replacements Subtotal	\$ 439,659	\$ 511,659	\$ 222,000	\$ 222,000	\$ 222,000	\$ 610,000	\$ 360,000	\$ 360,000	\$ 360,000
Capacity Assurance Projects	Near Term					Long Term			
Invert Surveys (Capacity Candidates)	\$ 11,924								
Mapping/Model Updates	\$ 40,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ 25,000	\$ 25,000	\$ 25,000
Sycamore Ave to Railroad Ave Trunk*		\$ 2,576,220	\$ 2,576,220						
Sycamore Ave to Partridge Dr Trunk*				\$ 2,105,017					
Partridge Dr to Coronado Blvd Trunk	Survey Only								
Bristol St near Willow Lift Station					\$ 67,860				
Capacity Assurance Subtotal	\$ 51,924	\$ 2,581,220	\$ 2,581,220	\$ 2,110,017	\$ 72,860	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Period Total	\$ 793,206	\$ 3,328,877	\$ 3,076,717	\$ 2,568,014	\$ 568,357	\$ 1,279,680	\$ 1,092,180	\$ 1,054,680	\$ 1,092,180
Average Annual	\$ 793,206	\$ 3,328,877	\$ 3,076,717	\$ 2,568,014	\$ 568,357	\$ 255,936	\$ 218,436	\$ 210,936	\$ 218,436

* Potential Redevelopment Funding for Required Capacity



8.0 Recommendations and Conclusions

To properly manage and operate the collection system, it is recommended that the programs described be funded and executed. Reliable performance measures need to be established in the collection system to determine the rate of work and assess the long-term funding requirements. Fundamental to the planning process is an annual review of the Sewer System Management Plan to determine the effectiveness of the implemented programs. Programs are modified as necessary to move closer to the overriding goal of No Overflows.

In conclusion, the City of Hercules is blessed with a relatively new collection system. This system will require only moderate investments to assure that it is properly managed, operated and maintained. Some detective work will be required through the condition assessment process to identify the existing sources of inflow. Further activities, such as increased lift station investments, are necessary to assure the sustainability of the collection system.

Lift stations are a significant expense and potential liability for the City. The City should perform a complete condition assessment and the addition of telemetry for flow measurements at all locations. The continuous data logging of flows at these locations would provide great insight into the changing conditions in the service area as well as providing benchmarks for lift station performance.

APPENDIX F

Sewer System Management Plan Audit Reports

Sewer System Management Plan Audit Report – 2012 SSMP



An audit was performed in November 2017 on the City of Hercules' (City) current 2012 Sewer System Management Plan (SSMP). The SSMP was first created and filed in 2012. Audit methods included a Gap Analysis and an Effectiveness Evaluation using the City's performance indicators. The intent of this SSMP Audit is to evaluate the effectiveness of the SSMP elements and the SSMP's compliance with the State Water Board Order No. 2006-0003-DWQ Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems and Order No. WQ 2013-0058-EXEC Amending Monitoring and Reporting Program (MRP) for the WDR.

This SSMP Audit evaluates the current SSMP document and does not reflect procedures currently in place or desired improvements to the SSMP outside of what is currently documented. These desired additions will be reviewed and prioritized with City staff as part of the SSMP update tasks planned for 2018.

Gap Analysis

The Gap Analysis portion of the audit uses industry reference materials, benchmarking data, and SWRCB regulatory enforcement procedures to identify areas for improvement in the SSMP itself, or the City's management or maintenance procedures. The Gap Analysis evaluated each WDR/MRP requirement on the following scale:

- **BMP Gap** – An element of collection system operation or management could be improved to Best Management Practices.
- **Management Tool Gap** – An element of the SSMP could be improved to enhance the effectiveness of the SSMP as a collection system management tool.
- **WDR Compliance Gap** – SSMP is not compliant with existing SSMP WDR.

The Gap Analysis results are presented in the table below. It should be noted that a "check mark" indicates that a gap exists as described in the column. An element with no "check marks" has been evaluated to be in compliance. At the end of each element section, an overall evaluation of the effectiveness of the SSMP element is provided along with suggestions on improvement if applicable.

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 1 – GOALS					
A.	Are the goals stated in the SSMP still appropriate and accurate?		✓		The first goal is not easily quantified and cannot easily be determined if it is met or not. The second goal has not been met. The third goal must be compared to historical data. Need more data to analyze the fourth goal.
Effectiveness of Element 1		Element is effective. Consider adjusting/adding metrics, if applicable, to evaluate achievement of goals.			
ELEMENT 2 – ORGANIZATION					
A.	Is the Public Works Services Key Staff Telephone List current?		✓	✓	The phone list for key staff needs to be updated. The phone list should be updated regularly.
B.	Is the Sanitary Sewer Overflow (SSO) Responder Telephone List current?			✓	Update phone list.
C.	Is an “Organization Chart” provided and is it current?			✓	The Organization Chart has been provided, but needs to be updated since staffing levels have changed.
D.	Are the position descriptions an accurate portrayal of staff responsibilities?			✓	There are no position descriptions.
E.	Does the SSMP identify the Chain of Communication for Responding to SSOs, and is it accurate and up-to-date?		✓		See SSMP Element 6: The Chain of Communication is listed in the SSO ERP starting on page 3. It may be more helpful to show this as part of the flow chart as well.
F.	Does the SSMP identify the Legally Responsible Official (LRO) responsible for reporting SSOs?			✓	The Municipal Services Director is listed as the LRO. When the SSMP was developed, John J. McGuire filled this position.
G.	Does the SSMP identify staff responsible for implementing specific measures in the SSMP?		✓	✓	A table should be included that lists the member's name, phone number, and the element he/she is responsible for. The element each person is responsible for is not part of the table, but it may be assumed that the Municipal Services Director is responsible for all the elements of the SSMP.
Effectiveness of Element 2		Element needs improvement. WDR non-compliances above can be addressed in the next SSMP Update. The City is optimizing the limited staffing and equipment resources available to them. Initiatives have been identified in many of the SSMP Elements which would strengthen the overall SSMP effectiveness, but which cannot be implemented with current resource levels.			

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 3 – LEGAL AUTHORITY					
Does the SSMP contain excerpts from the City Code documenting the legal authority to:					
A.	Prevent illicit discharges?				No gap. Title 5 Chapter 4 Section 06
B.	Require proper design and construction of sewers and connections?				No gap. Title 5 Chapter 10
C.	Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?				No gap. Title 5 Chapter 10 Section 16
D.	Limit discharges of fats, oil and grease?				No gap. Title 5 Chapter 4 Section 07
E.	Enforce any violation of its sewer ordinances?				No gap.
Effectiveness of Element 3		Element is effective. Municipal Code satisfies all requirements; Sewer Lateral Ordinance No. 457 is an advanced policy with long-term benefits of I/I and SSO reduction.			
ELEMENT 4 – OPERATIONS AND MAINTENANCE PROGRAM					
Collection System Maps					
A.	Does the SSMP reference the current process and procedures for maintaining the wastewater collection system maps?			✓	Document procedure - describe a process for field crews to communicate map inaccuracies with GIS or CAD staff, and establish a regular frequency (e.g., twice annually) for map book updates and redistribution to field crews and on-call personnel.
B.	Are the wastewater collection system maps complete, current, and sufficiently detailed (including showing applicable storm water conveyance facilities)?		✓	✓	Maps are included, but storm conveyance facilities are not shown. The map must show all gravity line segments, manholes, pumping facilities, pressure pipes, valves, and applicable stormwater conveyance facilities.
Resources and Budget					
C.	Does the City allocate sufficient funds for the effective operation, maintenance and repair of the wastewater collection system and is the current budget structure documented in the SSMP?		✓	✓	The current budget should be included as an Appendix to the SSMP, and a section describing the budget should be added to the <i>Operations and Maintenance Program</i> section.

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
Prioritized Preventive Maintenance					
D.	Does the SSMP describe current preventive maintenance activities and the system for prioritizing regular maintenance and cleaning of the system?			✓	Element should be updated to reflect actual tasks and frequency of maintenance being performed.
E.	Based upon information in the Annual SSO Report, are the preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?				SSO rates are very low per CIWQS, therefore hotspot maintenance activities appear effective.
Scheduled Inspections and Condition Assessments					
F.	Is there an ongoing condition assessment program? Are the current components of this program documented in the SSMP?	✓	✓	✓	There is no formal condition assessment program mentioned in the SSMP.
G.	Is there a system for prioritizing the rehabilitation and replacement program? Does the capital improvement plan (CIP) include a time schedule for implementing the short- and long-term needs, plus a schedule for developing the funds needed for the CIP?	✓	✓	✓	There is no current system for prioritizing the rehabilitation and replacement program. Priorities can be set based on structural integrity (based on CCTV), maintenance frequency, Inflow and Infiltration (I&I) control, capacity improvements, new development.
Training					
H.	Is the training calendar current?		✓	✓	Training is not documented. A schedule should be included that tracks training for all collection system workers. The City should track completed training activities such as work orders, which can be used as a reference for the SSMP Update.
Contingency Equipment and Replacement Inventory					
I.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and document the procedures of inventory management?		✓	✓	No O&M equipment inventories or inventory management procedures are documented in the SSMP.

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
Effectiveness of Element 4					<p>O&M Program needs improvement. Opportunities identified for improvement (given adequate resources) include:</p> <ul style="list-style-type: none"> • Development of Map Update Process • Expansion of Mapping data (manhole data, stormwater facilities) • Development of a maintenance tracking system (POs, work orders, vendors, SSOs, etc.) • Development of a formal condition assessment program • Development of a training tracking system <p>Other WDR non-compliances identified can be addressed in the next SSMP Update.</p>
ELEMENT 5 – DESIGN AND PERFORMANCE PROVISIONS					
A.	Does the SSMP contain current design and construction standards for the installation of new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?				No gap.
B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?				No gap.
Effectiveness of Element 5					Provisions are effective. City utilizes CCCSD documents for design and performance provisions. CCCSD standards are comprehensive and are updated regularly.
ELEMENT 6 – OVERFLOW EMERGENCY RESPONSE PLAN					
A.	Does the Overflow Emergency Response Plan (OERP) establish procedures for the emergency response, notification, and reporting of SSOs?			✓	The response, notification, and reporting procedures need to be revised to meet the requirements of the Revised MRP (Order No. WQ 2013-0058-EXEC).

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
B.	Does the OERP establish procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Revised MRP? Does the SSMP identify the officials who will receive immediate notification?			✓	The notification procedures are documented, need to be revised to meet the requirements of the Revised MRP (Order No. WQ 2013-0058-EXEC). A flow chart should be developed that includes the notification procedures, timeframes, contact person's name, and phone numbers.
C.	Does the OERP include a program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to surface waters and to minimize or correct any adverse impact on the environment resulting from the SSOs?			✓	Update phone list and reporting requirements per the revised MRP.
D.	Are staff and contractor personnel appropriately trained on the procedures of the OERP?			✓	Include documentation on training procedures and schedules.
E.	Considering performance indicator data in the Annual SSO Report, is the OERP effective in handling SSOs to safeguard public health and the environment?			✓	Include performance indicator data for assessment.
Effectiveness of Element 6		<p>OERP is adequate, but could be improved to ensure a more robust and reliable OERP. The City acknowledges that the current OERP and procedures are working for smaller and infrequent overflows, but due to staffing issues, the City is vulnerable to negative impacts resulting from a large overflow or an overflow which impacts critical infrastructure. The City lacks formal on-call staff provisions to provide a more robust and reliable response to potential major overflows. Such provisions would include:</p> <ul style="list-style-type: none"> • A dedicated call-out system • Rotating list of 24-7 on-call staff with appropriate levels of compensation • Documented after-hours procedures <p>Expanding this system would also offer cross-training opportunities with other City Staff who are currently not involved in responding to SSOs</p>			

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 7 – FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM					
A.	Does the Fats, Oils, and Grease (FOG) Control Program include efforts to educate the public on the proper handling and disposal of FOG?			✓	Describe the CCClean Water Program public education/outreach program in the SSMP.
B.	Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?		✓	✓	The SSMP does not identify sections of the collection system subject to FOG blockages. A map of the problem areas should be included to document this institutional knowledge and facilitate bringing new staff up to speed.
C.	Are requirements for grease removal devices (GRD), best management practices (BMP), record keeping and reporting established in the FOG Control Program?	✓		✓	Describe the CCClean Water Program and City Code requirements for grease control devices.
D.	Does the City have sufficient legal authority to implement and enforce the FOG Control Program?				No gap. The Municipal Code provides basis for legal authority.
E.	Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system?		✓	✓	Effectiveness of the program is not tracked in the SSMP. Grease accumulation rates and blockages caused by FOG should be tracked by cause and location to better target outreach activities to minimize future FOG-related issues.
Effectiveness of Element 7		FOG program is effective. City has had only one FOG-related SSO since 2011, however FOG accumulation increases maintenance requirements in hotspots and pump station wet wells. WDR non-compliances can be addressed in the next SSMP Update. The City has identified the FOG Program as a potential public outreach initiative in residential areas, and plans to develop this program as staff resources become available.			
ELEMENT 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN					
A.	Does the Sanitary Sewer Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long term capacity enhancement and improvement projects?		✓	✓	Four capacity projects are listed and prioritized, but there are no dates mentioned for when the projects might be required. Design criteria are not listed or referenced in this section of the SSMP.

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
B.	Does the Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long-term improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?		✓	✓	There are four projects detailed in this section of the SSMP, but no schedule is provided.
Effectiveness of Element 8		Capacity Program is effective for current flows as there have been no SSOs identified to be caused from capacity-related issues but needs expansion to accommodate future development flows. The next SSMP Update should review and update CIP project information, budgeting, and scheduling.			
ELEMENT 9 – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS					
A.	Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?	✓	✓	✓	Performance indicators that evaluate the overall effectiveness of the SSMP should be developed and tracked annually. Examples of performance indicators include: total number of SSOs per 100 miles of sewer, volume recovered versus total spill volume, and volume discharged to surface waters versus total spill volume. Performance indicators should be reported separately for gravity main, force main, lateral, and lift station SSOs.
B.	Is the City able to sufficiently evaluate the effectiveness of SSMP elements based on relevant information?		✓	✓	SSMP effectiveness is not regularly evaluated.
Effectiveness of Element 9		Element needs improvement. Performance measures should be developed in the next SSMP Update along with a tracking program.			
ELEMENT 10 – SSMP PROGRAM AUDITS					
A.	Has an SSMP Audit been conducted and reported within the last two years?		✓	✓	This is the first SSMP audit to occur since 2012. Audits must occur every two years, at a minimum, and a report must be prepared and kept on file documenting the effort. An audit report should be developed which evaluates the effectiveness of the SSMP, the City's compliance with the WDR, and identifies deficiencies in the SSMP with steps for correction.
Effectiveness of Element 10		SSMP Audit Program needs improvement. The City initiated an audit program this year.			

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 11 – COMMUNICATION PROGRAM					
A.	Does the City effectively communicate with the public and other agencies about the development and implementation of the SSMP and continue to address any feedback?			✓	Revise SSMP to reflect current communication program. The City intends to improve its communication program by posting the SSMP on its website and using the SSMP as a communication tool with City Council on the required 5-year SSMP update schedule.
Effectiveness of Element 11		Communication Program could be improved. The City intends to improve public communication by posting the SSMP on its website. PW Staff will use the SSMP Updates as a communication tool with Council.			

Evaluation of Effectiveness of SSMP

Performance indicators developed in the Draft 2017 SSMP Update (Section IX: Monitoring, Measurement, and Program Modifications) were used to measure the performance of the wastewater collection system and the effectiveness of the SSMP. Performance indicator metrics were retrieved from the California Integrated Water Quality System (CIWQS) online database. Selected performance indicators are listed below. Historical results are presented in the following sections.

- Total number of SSOs per year
- Number of SSOs by cause (roots, grease, debris, structural failure, capacity, pump station failure, and other)
- SSO Rate (number per 100 miles per year)

Total Number of SSOs per Year

Table 1. Total SSOs by Year	
Calendar Year	SSOs
2011	1
2012	1
2013	1
2014	2
2015	0
2016	0
2017	1
Average	0.86

The City experiences an average of 0.86 SSOs per year, based on data from 2011-2017.

Number of SSOs by Cause

Table 2. SSOs by Cause								
Year	Roots	Debris	Grease	Infiltration	Vandalism/Other	Pipe Failure	PS Failure	Total
2011	0	0	0	0	0	0	1	1
2012	1	0	0	0	0	0	0	1
2013	1	0	0	0	0	0	0	1
2014	1	1	0	0	0	0	0	2
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0
2017	0	0	1	0	0	0	0	1
Total	3	1	1	0	0	0	1	6

The City has experienced SSOs from various causes, most often from roots (3 of 6 total SSOs). The City has recently implemented a one-year program to hydro jet clean the entire collection system. This work is planned to be completed by the end of 2018 and should reduce future root-related SSOs.

SSO Rate

Table 3. SSO Rate	
Calendar Year	SSOs
2011	1.6
2012	1.6
2013	1.6
2014	3.2
2015	0
2016	0
2017	1.6
Average	1.3

The City has 62 miles of gravity sewer main. The average SSO rate per 100 miles of pipe is 1.3 SSOs. This is lower than the Region 2 average of 6.8 SSOs per 100 miles of pipe.

Sewer System Management Plan Audit Template



An audit was performed in [DATE] on the City of Hercules' (City) [CURRENT SSMP NAME AND DATE] (SSMP). Audit methods included a Gap Analysis and an Effectiveness Evaluation using the City's performance indicators. The intent of this SSMP Audit is to evaluate the effectiveness of the SSMP elements and the SSMP's compliance with the [CONFIRM REGULATION ORDERS AND DATES] State Water Board Order No. 2006-0003-DWQ Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems and Order No. WQ 2013-0058-EXEC Amending Monitoring and Reporting Program (MRP) for the WDR.

This SSMP Audit evaluates the current SSMP document and does not reflect procedures currently in place or desired improvements to the SSMP outside of what is currently documented. These desired additions will be reviewed and prioritized with City staff as part of the SSMP update tasks planned for 2018.

Gap Analysis

The Gap Analysis portion of the audit uses industry reference materials, benchmarking data, and SWRCB regulatory enforcement procedures to identify areas for improvement in the SSMP itself, or the City's management or maintenance procedures. The Gap Analysis evaluated each WDR/MRP requirement on the following scale:

- **BMP Gap** – An element of collection system operation or management could be improved to Best Management Practices.
- **Management Tool Gap** – An element of the SSMP could be improved to enhance the effectiveness of the SSMP as a collection system management tool.
- **WDR Compliance Gap** – SSMP is not compliant with existing SSMP WDR.

The Gap Analysis results are presented in the table below. It should be noted that a "check mark" indicates that a gap exists as described in the column. An element with no "check marks" has been evaluated to be in compliance. At the end of each element section, an overall evaluation of the effectiveness of the SSMP element is provided along with suggestions on improvement if applicable.

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 1 – GOALS					
A.	Are the goals stated in the SSMP still appropriate and accurate?				
Effectiveness of Element 1		[Provide details on effectiveness of element. Identify opportunities for improvement if applicable. Example: Element is effective. Example: Element needs improvement. Consider adjusting/adding metrics, if applicable, to evaluate achievement of goals.]			
ELEMENT 2 – ORGANIZATION					
A.	Is the Public Works Services Key Staff Telephone List current?				
B.	Is the Sanitary Sewer Overflow (SSO) Responder Telephone List current?				
C.	Is an “Organization Chart” provided and is it current?				
D.	Are the position descriptions an accurate portrayal of staff responsibilities?				
E.	Does the SSMP identify the Chain of Communication for Responding to SSOs, and is it accurate and up-to-date?				
F.	Does the SSMP identify the Legally Responsible Official (LRO) responsible for reporting SSOs?				
G.	Does the SSMP identify staff responsible for implementing specific measures in the SSMP?				
Effectiveness of Element 2					

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 3 – LEGAL AUTHORITY					
Does the SSMP contain excerpts from the City Code documenting the legal authority to:					
A.	Prevent illicit discharges?				
B.	Require proper design and construction of sewers and connections?				
C.	Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?				
D.	Limit discharges of fats, oil and grease?				
E.	Enforce any violation of its sewer ordinances?				
Effectiveness of Element 3					
ELEMENT 4 – OPERATIONS AND MAINTENANCE PROGRAM					
Collection System Maps					
A.	Does the SSMP reference the current process and procedures for maintaining the wastewater collection system maps?				
B.	Are the wastewater collection system maps complete, current, and sufficiently detailed (including showing applicable storm water conveyance facilities)?				
Resources and Budget					
C.	Does the City allocate sufficient funds for the effective operation, maintenance and repair of the wastewater collection system and is the current budget structure documented in the SSMP?				
Prioritized Preventive Maintenance					
D.	Does the SSMP describe current preventive maintenance activities and the system for				

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
	prioritizing regular maintenance and cleaning of the system?				
E.	Based upon information in the Annual SSO Report, are the preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?				
Scheduled Inspections and Condition Assessments					
F.	Is there an ongoing condition assessment program? Are the current components of this program documented in the SSMP?				
G.	Is there a system for prioritizing the rehabilitation and replacement program? Does the capital improvement plan (CIP) include a time schedule for implementing the short- and long-term needs, plus a schedule for developing the funds needed for the CIP?				
Training					
H.	Is the training calendar current?				
Contingency Equipment and Replacement Inventory					
I.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and document the procedures of inventory management?				
Effectiveness of Element 4					
ELEMENT 5 – DESIGN AND PERFORMANCE PROVISIONS					
A.	Does the SSMP contain current design and construction standards for the installation of new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?				

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?				
Effectiveness of Element 5					
ELEMENT 6 – OVERFLOW EMERGENCY RESPONSE PLAN					
A.	Does the Overflow Emergency Response Plan (OERP) establish procedures for the emergency response, notification, and reporting of SSOs?				
B.	Does the OERP establish procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Revised MRP? Does the SSMP identify the officials who will receive immediate notification?				
C.	Does the OERP include a program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to surface waters and to minimize or correct any adverse impact on the environment resulting from the SSOs?				
D.	Are staff and contractor personnel appropriately trained on the procedures of the OERP?				
E.	Considering performance indicator data in the Annual SSO Report, is the OERP effective in handling SSOs to safeguard public health and the environment?				
Effectiveness of Element 6					

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
ELEMENT 7 – FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM					
A.	Does the Fats, Oils, and Grease (FOG) Control Program include efforts to educate the public on the proper handling and disposal of FOG?				
B.	Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?				
C.	Are requirements for grease removal devices (GRD), best management practices (BMP), record keeping and reporting established in the FOG Control Program?				
D.	Does the City have sufficient legal authority to implement and enforce the FOG Control Program?				
E.	Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system?				
Effectiveness of Element 7					
ELEMENT 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN					
A.	Does the Sanitary Sewer Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long term capacity enhancement and improvement projects?				

Requirement		BMP Gap	Management Tool Gap	WDR Compliance Gap	Comments
B.	Does the Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long-term improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?				
Effectiveness of Element 8					
ELEMENT 9 – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS					
A.	Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?				
B.	Is the City able to sufficiently evaluate the effectiveness of SSMP elements based on relevant information?				
Effectiveness of Element 9					
ELEMENT 10 – SSMP PROGRAM AUDITS					
A.	Has an SSMP Audit been conducted and reported within the last two years?				
Effectiveness of Element 10					
ELEMENT 11 – COMMUNICATION PROGRAM					
A.	Does the City effectively communicate with the public and other agencies about the development and implementation of the SSMP and continue to address any feedback?				
Effectiveness of Element 11					

Evaluation of Effectiveness of SSMP

Performance indicators developed in the [CURRENT SSMP NAME AND DATE] (Section IX: Monitoring, Measurement, and Program Modifications) were used to measure the performance of the wastewater collection system and the effectiveness of the SSMP. Performance indicator metrics were retrieved the California Integrated Water Quality System (CIWQS) online database. Selected performance indicators are listed below. Historical results are presented in the following sections.

- Total number of SSOs per year
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- SSO Rate (number per 100 miles per year)

Total Number of SSOs per Year

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Calendar Year	SSOs
2011	1
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2016	0
2017	1
Average	0.86

The City experiences an average of 0.86 SSOs per year, based on data from 2011-2017.

Number of SSOs by Cause

SSO Rate

Overall Performance of the System

[City to provide client-specific language on how system performs overall; any information not covered in the SSMP on performance and initiatives.]

APPENDIX G

Log of Sewer System Management Plan Changes

Appendix G - Log of SSMP Changes

Date	SSMP Element	Description of Change/Revision Made	Person Authorizing Change
12/20/18	Introduction	Added description of regulatory requirements and system inventory tables; updated system description and system maps	Public Works Director/City Engineer
12/20/18	Element I: Goals	Added WDR for clarity; updated goals to reflect existing SSMP priorities.	Public Works Director/City Engineer
12/20/18	Element II: Organization	Added WDR for clarity; updated organizational chart and roles and responsibilities to reflect staffing and role changes; assigned SSMP responsibilities; added SSO Reporting flow chart for clarity.	Public Works Director/City Engineer
12/20/18	Element III: Legal Authority	Added WDR for clarity; added table of references to Municipal Code for clarity.	Public Works Director/City Engineer
12/20/18	Element IV: Operations and Maintenance Program	Added WDR for clarity; updated collection system mapping, preventative operation and maintenance, training, and equipment and replacement parts descriptions to reflect current procedures; revised rehabilitation and replacement program.	Public Works Director/City Engineer
12/20/18	Element V: Design and Performance Provisions	Added WDR for clarity; added descriptions of design criteria and inspection and testing criteria for easy reference.	Public Works Director/City Engineer
12/20/18	Element VI: Overflow Emergency Response Plan	Added WDR for clarity; updated OERP to reflect current response and reporting procedures and to meet revised MRP requirements.	Public Works Director/City Engineer
12/20/18	Element VII: FOG Control Program	Added WDR for clarity; updated FOG control program activities to reflect current procedures; added description of compliance with WDR for clarity.	Public Works Director/City Engineer
12/20/18	Element VIII: System Evaluation and Capacity Assurance Plan	Added WDR for clarity; added descriptions of SECAP assessment and capital improvement program for easy reference	Public Works Director/City Engineer
12/20/18	Element IX: Monitoring, Measurement, and Program Modifications	Added WDR for clarity; developed additional performance measures; added spill charts and tables with recent SSO records	Public Works Director/City Engineer
12/20/18	Element X: SSMP Program Audits	Added WDR for clarity; minor text revisions and addition of SSMP Audit form to facilitate audit process; added description of SSMP update requirement	Public Works Director/City Engineer

Appendix G - Log of SSMP Changes			
Date	SSMP Element	Description of Change/Revision Made	Person Authorizing Change
12/20/18	Element XI: Communication Program	Added WDR for clarity; updated communication program description to reflect current procedures	Public Works Director/City Engineer

APPENDIX H

City Council SSMP Adoption Documents

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Members of the City Council

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

SUBJECT: Agreement with West Yost for Engineering Services to Advance the Wastewater Program

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute an agreement with West Yost in the not to exceed amount of \$153,039 for engineering services to advance the City's wastewater program.

FISCAL IMPACT OF RECOMMENDATION:

The cost for this contract is included in the Sewer Fund in the adopted FY 2018-19 Budget.

DISCUSSION:

West Yost is a prequalified wastewater consultant on the Council-adopted vendor list and has been providing the City wastewater engineering expertise since 2016. They initially completed the Wastewater Collection System Program Assessment which mapped out system-wide modifications and improvements to be implemented moving forward. At the direction of City staff, they then proceeded with identified tasks including creating the technical specifications for the top down cleaning and televising of the City's collection system, localized flow monitoring and modeling for the capital improvement program including the Sycamore Trunk Main and future development such as the Bayfront development, and overseeing the procurement process to select a consultant for the Wastewater Utility Financial Plan and Fee Review study. This work has been completed at a high level and the knowledge West Yost has gained of the City's collection system makes them the most qualified consultant and best option to advance the wastewater program given current City staffing levels.

Tasks in West Yost's scope of work, which are time sensitive and program priorities, consist of:

1. 2008 Master Plan Update - This task consists of flow monitoring and utilizing growth projection data to build and validate a computerized hydraulic model of the City's backbone system using commercial software. The hydraulic model will then be used to evaluate the need to replace the upper Sycamore Trunk Main from Duck Pond Park to Partridge Drive with a larger pipe as identified in the current plan, system modifications to decommission the Promenade Lift Station to accommodate the Regional Intermodal Transportation Center

central plaza, need to expand the Industrial Lift Station to accommodate growth from the Muir Pointe and Bayfront developments, and other identified backbone system improvements.

2. Staff Augmentation – Work items under this task are diverse and would benefit from the wide range of expertise offered by West Yost. They include:
 - a) Daily management and technical support for the Wastewater Utility Financial Plan and Fee Review being completed by Willdan. This study will develop a comprehensive financial plan, including a customized Excel model which will project Sewer Fund results for the next 10 years given financial data including utility rates, revenues, capital project and operations expenditures, debt commitments, and the like. The study will also review and determine the effectiveness and adequacy of existing rates, connection fees and impacts fees.
 - b) Review, scoping, and potential development of technical specifications to address structural defects identified in the City's CCTV inspection of the collection system. The highest priority defects to address are the cement mortar pipe lining failure on the steel sewer pipes on Willow Avenue between Sycamore and the freeway hook ramps and the tuberculation/heavy deposits on the sewer main under State Route 4 from Foxboro to Willow. Other work includes technical specifications for rehabilitating sewer manholes and sewer lines.
 - c) Scoping and potentially procuring an engineering design consultant for the Industrial Lift Station expansion project.
 - d) Other design related tasks to be determined.

The agreement is anticipated to provide wastewater engineering services through 2019 and provide the flexibility to adapt to changing circumstances on identified tasks and on-call services for new tasks as they arise.

ATTACHMENTS:

1. Resolution
2. Agreement including scope and fee.
3. Sewer System Map

Financial Impact

Description: Expenditure amount not to exceed \$153,039.

Funding Source:

Sewer Fund

\$153,039

Fund No. 420-5475-611-90-00

Budget Recap:

Total Estimated cost: \$153,039

New Revenue: \$

Amount Budgeted: \$153,039

Lost Revenue: \$

New funding required: \$

New Personnel: \$

Council Policy Change: Yes ☐ No ☒

RESOLUTION NO. 19-

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEST YOST IN THE NOT TO EXCEED AMOUNT OF \$153,039 FOR ENGINEERING SERVICES TO ADVANCE THE CITY'S WASTEWATER PROGRAM

WHEREAS, time sensitive and priority wastewater tasks such as the Update to the 2008 Master Plan, Wastewater Utility Financial Plan, and repairs to identified pipeline defects need to be completed to advance the City's wastewater program; and

WHEREAS, West Yost is a prequalified wastewater consultant on the Council-adopted vendor list, has been providing the City high-level wastewater engineering expertise since 2016, and is intimately familiar with the City's wastewater collection system; and

WHEREAS, West Yost is therefore the most qualified consultant and best option to advance the City's wastewater program given current staffing levels; and

WHEREAS, funding for this agreement is included in the Sewer Fund in the adopted FY 2018-19 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 West Yost in the not to exceed amount of \$153,039 for engineering services to advance the City's wastewater program.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twenty-second 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

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("**Agreement**") for professional services is made on January 23, 2019, between the City of Hercules, a California municipality ("**City**"), and West Yost Associates, a Wastewater Engineering Consulting Company ("**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 23, 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 \$153,039, 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, PE
Email: mikeroberts@ci.hercules.ca.us

Consultant:

Name: West Yost Associates
Address: 1777 Botelho Dr., Ste. 240
Walnut Creek, CA 94596
Phone: (925)949-5800
Attn: John Goodwin, Vice President

Copy to: Lani Good, PE
Email: lgood@westyost.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: _____
Business Name

s/ _____

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Attachments:

Attachment A: Scope of Services

Attachment B: Payment

Exhibit A

Wastewater Engineering Services for 2019

West Yost Associates

SCOPE OF SERVICES

West Yost scope of services supports the City of Hercules's staff in advancing its wastewater program. This scope corresponds to the City's objectives of regulatory compliance, providing reliable service, and designing for the future to accommodate planned growth.

The scope of services is divided into two tasks, described in more detail below.

- Task 1. Collection System Master Plan Update
- Task 2. Staff Augmentation

Task 1. Collection System Master Plan Update

A Collection System Master Plan Update, including hydraulic modeling will be performed to provide the information needed to expand the collection system to accommodate future growth and to update the near-term capital improvement project list. Updating the capital improvements list includes: a) defining the system modifications needed for decommissioning the Promenade Lift Station, b) scoping the expansion of the Industrial Lift Station, and c) validating the need to increase capacity for the sewer trunk line from Duck Pond Park to Partridge at Refugio Valley Road. The modeling will confirm the size and capacity of existing sewers and lift stations and will be used to plan for capacity expansions of the system.

Subtask 1.1 Flow Monitoring Plan

West Yost will identify the locations for up to 6 flow monitors and up to 2 rain gauges for a temporary wet weather flow monitoring study. The flow monitoring locations will be chosen to provide acceptable hydraulics for measurement while targeting flow inputs that directly quantify flows in potential capital improvement projects. A map of the flow monitoring locations and a table including the location and purpose of flow monitor will be provided. The results of the flow monitoring will be used to refine the hydraulic model developed in Subtask 1.2. The flow monitoring will be conducted by a flow monitoring firm contracted directly to the City.

Subtask 1.2 Hydraulic Model Development

West Yost will build a hydraulic model of the City's wastewater collection system using a commercially available and currently-supported hydraulic modeling software. The model will be a backbone model that includes the conveyance trunk mains in the collection system in addition to smaller pipelines that are identified as hydraulically significant. Hydraulic modeling efforts will focus on projecting flows in the City's major trunk lines with the express intent of validating and scoping the potential capital improvement projects listed in the City's 2008 Collection System Master Plan (e.g., Industrial Lift Station and Force Main, the Sycamore Trunk Sewer, and the Upper Sycamore Sewer).

Information and details of the collection system infrastructure used in the hydraulic model will come from the City's existing hydraulic model and the City's collection system GIS. Existing Average Dry Weather Flow (ADWF), Peak Dry Weather Flow (PDWF), and Peak Wet Weather Flow (PWWF) values will be developed and calibrated based upon flow monitoring data. Future flow values will be developed based upon buildout conditions established by the City.

Subtask 1.3 Master Plan Update Hydraulic Analysis and Technical Memorandum

West Yost will use its hydraulic model to evaluate the existing and future capacity conditions for the areas of the collection system identified for improvement in the 2008 Collection System Master Plan. The evaluation will be used to validate or modify the scope and timing of the capital improvement projects identified.

Task 1. Assumptions:

- The hydraulic model update will consist of a trunk sewer backbone model.
- Growth projections for the Buildout Scenario will be based upon City General Plan land uses and City staff's existing knowledge of future developments.

Task 1. Schedule:

Task 1 will start with notice to proceed and will last approximately six months. Preliminary sizing information for the Sycamore Sewer will be available approximately six weeks after receipt of the flow monitoring data.

Task 1 Deliverables:

- Flow Monitoring Locations – one table and one figure.
- Calibrated hydraulic model and development documentation.
- Draft and Final Collection System Master Plan Update Technical Memo.
- Project GIS shapefiles at the end of the project.

Task 2. Staff Augmentation

The purpose of Task 2 is to work with the City Engineer and City staff to accomplish tasks recommended in the City's 2016 Wastewater Program Assessment. Based on discussions with staff, some of the tasks that could occur in 2019 include, but not limited to:

- Review of structural defects identified in the City's CCTV inspection of the collection system
- Evaluating ability of the City's collection system infrastructure to accommodate future developments
- Scoping and potentially procuring engineering design consultants for the Industrial Lift Station and Force Main improvements project

- Daily management and technical support for the Wastewater Utility Financial Plan and Fee Review being completed by Willdan.
- Other tasks that arise through the course of the contract.

Task 2. Assumptions:

- Work under this task is subject to change. The City Engineer will prioritize work under this task as needed
- The scope of services will be limited to work that can be completed within the available budget

Task 2. Schedule:

West Yost will be available to begin as-needed services with the notice to proceed and will continue until the end date of the contract, or when budget is fully expended, whichever comes first.

Task 2 Deliverables:

- Deliverables will be determined when as-needed tasks are assigned

Exhibit B

Wastewater Engineering Services for 2019

West Yost Associates

FEE AND SCHEDULE

FEE

West Yost will provide engineering support as requested by the City on a time and expense basis, at the standard company billing rates as set forth in accompanying table on the following page. We will not exceed a total cost of **\$153,039** (as summarized in the following table) without prior authorization. Work beyond the agreed-to budget may be requested by the City and will be performed by West Yost upon the City's written authorization of an appropriate budget adjustment.

Fee Estimate Summary			
Task	West Yost Labor Costs, \$	Other Direct Cost, \$	Total Estimated Fee, \$
Task 1. Hydraulic Modeling	71,421	1,000	72,421
Task 2. Staff Augmentation	79,358	1,260	80,618
Total	\$150,779	\$2,260	\$153,039

SCHEDULE

Our team is available to begin work upon notice to proceed. This contract is expected to be completed by December 31, 2019. The schedule by task is summarized below.

Task 1. Collection System Master Plan Update Schedule

Task 1 will start with notice to proceed and will last approximately six months. Preliminary sizing information for the Sycamore Sewer will be available approximately six weeks after receipt of the flow monitoring data.

Task 2. Staff Augmentation Schedule

West Yost will be available to begin as-needed services with the notice to proceed and will continue until the end date of the contract, or when budget is fully expended, whichever comes first.

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019)*

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

Continued on following page

2019 Billing Rate Schedule (continued)

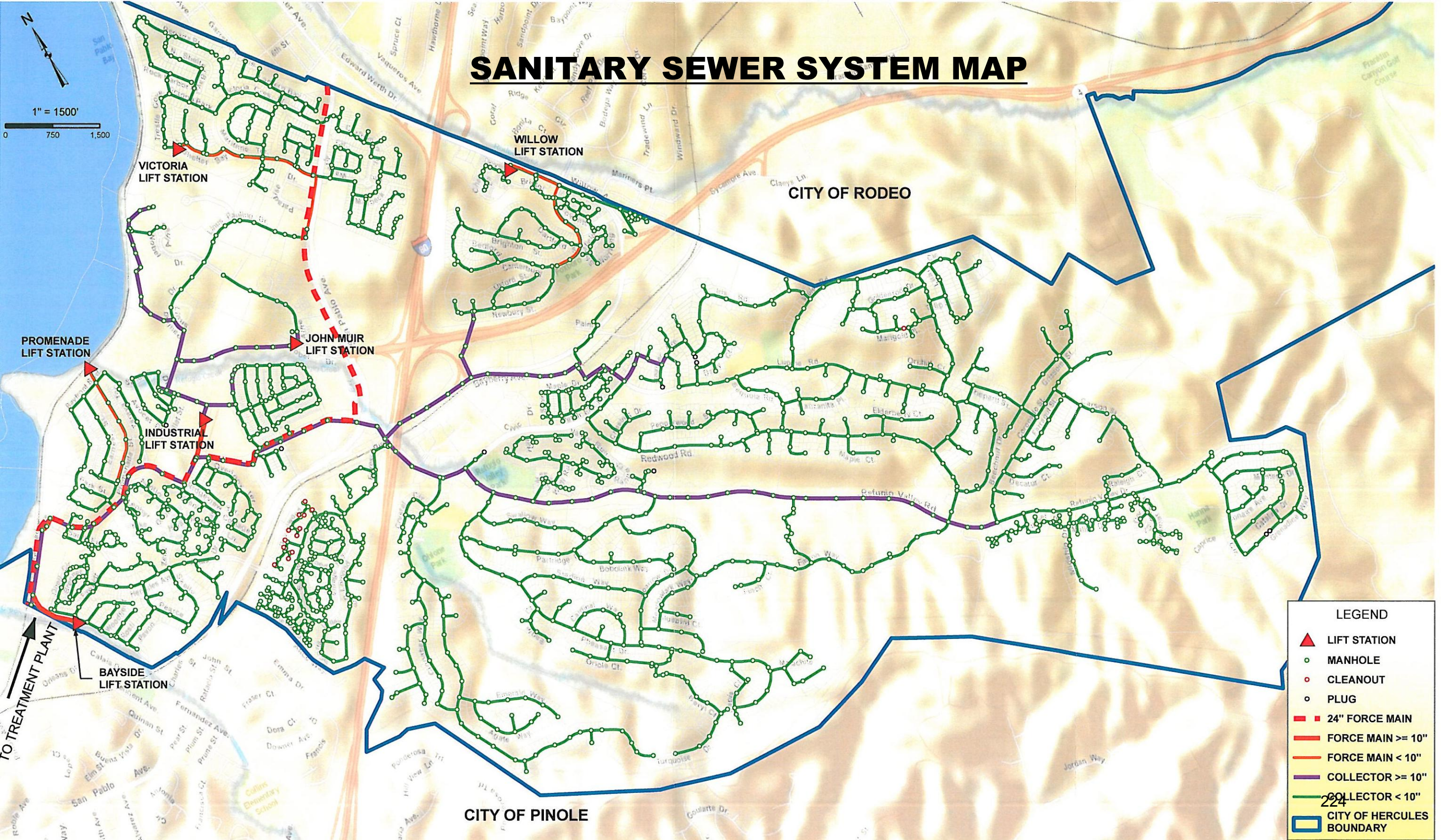
(Effective January 1, 2019 through December 31, 2019)*

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

SANITARY SEWER SYSTEM MAP



1" = 1500'

PROMENADE
LIFT STATION

TO TREATMENT PLANT

VICTORIA
LIFT STATION

WILLOW
LIFT STATION

CITY OF RODEO

JOHN MUIR
LIFT STATION

INDUSTRIAL
LIFT STATION

BAYSIDE
LIFT STATION

CITY OF PINOLE

- LEGEND**
- ▲ LIFT STATION
 - MANHOLE
 - CLEANOUT
 - PLUG
 - 24" FORCE MAIN
 - FORCE MAIN ≥ 10"
 - FORCE MAIN < 10"
 - COLLECTOR ≥ 10"
 - COLLECTOR < 10"
 - CITY OF HERCULES BOUNDARY



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Members of the City Council

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

SUBJECT: Update on Contra Costa County Providing Cable Broadcasting Service through Contra Costa TV (CCTV)

RECOMMENDED ACTION: Receive Report.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

There was no commission or subcommittee review of this item.

FISCAL IMPACT OF RECOMMENDATION: The funds necessary to reinstitute cable broadcast for City Council and other meetings is incorporated into the FY 2018/19 budget.

DISCUSSION:

In October 2017 the City discontinued its shared cable broadcast channel with the City of Pinole given a proposed increased in costs and embarked on a pilot program of only live streaming City meetings to the internet. The City Council also gave direction to staff to continue exploring other options of providing cable broadcast of City meetings. Staff reported back to Council in March 2018 with projected costs on various options and Council directed staff to further explore the cable broadcasting option with CCTV operated by the County of Contra Costa.

Over the last several months staff has been working with CCTV and Comcast to obtain and upgrade equipment and get the new service in place.

Currently, the County is in the process of reviewing and restructuring the various MOUs for service with other agencies in which they perform broadcasting service for and therefore the County is proposing that we launch a pilot program to get Hercules City Council and Planning meetings back on the cable channel by way of a letter of request for services to the County Administrator and then formalize the broadcasting arrangement in a MOU at the start of the 2019/20 fiscal year. CCTV will invoice the City each month for the amount of service hours provided. There are budgeted funds for cable broadcasting in the current budget. The estimated monthly cost would be for 10 hours at \$68/hr for a total of \$680 per month.

When a formal MOU is drafted, the County would include the annual costs which would include the facility costs, maintenance and license costs and the cost for staff support for the full range of channel management services, however they are defined in the MOU.

Staff is proceeding with the pilot project and CCTV has set a tentative launch of their new playback system for February 8, 2019, therefore we would tentatively be set to have the February 19th Council meeting broadcast over the Hercules channel.

ATTACHMENTS: N/A



REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Mayor Romero and City Council

SUBMITTED BY: Patrick Tang, City Attorney

SUBJECT: SUPPLEMENTAL REPORT - Review of City's Planning Appeal Process

SUPPLEMENTAL REPORT:

The City Attorney has been asked to clarify which of the recommendations contained in the prior September 25, 2018 and January 8, 2019 reports are considered essential in order to minimally address ambiguity and uncertainty in the current planning appeals process.

BACKGROUND:

A considerable amount of background information has been provided to Council regarding the planning appeals process. That information includes a survey of the process in other cities, and research on whether there is consensus from planning and legal experts as to what appeals process works best. Staff determined that while there is significant variation in the appeals process from one jurisdiction to another, nevertheless there are certain legal and practical requirements that the process must follow in order to promote fairness, provide adequate notice, and allow for due process.

DISCUSSION:

The primary concerns with the City's current process from a planning and legal perspective are highlighted in the original report to Council from September 25, 2018. The recommendation from staff and counsel in that report can be summarized as follows:

The existing planning appeal language 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 is to be called up by Council. This "presentation" process is not otherwise spelled out, and is not otherwise tied to the posting of the notice of decision. In order to avoid confusion and promote consistency, staff recommends that Section 44.500 be made consistent with the requirements for posting a notice of decision as provided for in Section 45.400, so that Section 44.500 if amended 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 at which the notice of decision is presented to it,~~ 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."

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.

Staff also suggests that it may be beneficial to change the appeal period in Section 44.600 to 14 calendar days or 10 working days to more closely tie the appeal period to the usual 14 day cycle for Planning Commission and Council meetings.

The additional issues of concern contained in the January 8, 2018 report, while not legally required to be addressed at this time, should be included in any future discussion regarding an overall update of the City's Zoning Regulations.

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. January 8, 2019 Review of Appeal Policy related to Planning Decisions
2. September 25, 2018 Review of Appeal Policy related to Planning Decisions



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 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-empts 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 22, 2019

TO: Members of the City Council

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

SUBJECT: City Street Sweeping Program Update

RECOMMENDED ACTION:

Receive Report, Discuss, and Provide Direction, if any.

FISCAL IMPACT OF RECOMMENDATION:

There are no fiscal impacts associated with receiving this report. Street sweeping is currently paid for out of the Stormwater Fund, which operates at a deficit and is subsidized by the General Fund.

DISCUSSION:

Street sweeping picks up trash, leaves, dust and other debris that has fallen onto the street and been blown by the wind and passing automobiles to the curb. The street sweeping machine uses gutter brooms to accomplish this and cleans an eight foot wide strip adjacent to the curb.

As shown on the attached Street Sweeping Map, residential streets are swept monthly while the Business Park and major roads are swept twice a month, unless they are in high trash generation areas (i.e. sections of Sycamore, Refugio Valley, Turquoise, and Pheasant), in which case they are swept weekly.

The monthly, bi-weekly, and weekly street sweeping service levels are intended to keep residential neighborhoods, the Business Park, and commercial areas clean and attractive as well as prevent debris from being blown into adjacent areas such as parks and creeks. During rain events, any trash on the street could be washed into storm drain inlets. Prior to the installation of storm drain trash capture devices in high trash generation areas late last year, street sweeping was utilized to satisfy the City's stormwater permit issued by the San Francisco Regional Water Quality Control Board. Now that the devices have been installed, street sweeping is no longer required but remains a good practice.

To avoid parked automobiles and traffic, residential neighborhoods are swept during the day, while major roads are swept at night or on weekends. The majority of neighborhoods in Hercules are

suburban single family homes and during the day vehicles are parked intermittently on the street. In these instances, the street sweeper goes around the parked cars, leaving a short section of curb unswept. The newer urbanist developments, however, such as Baywood, Bayside, Promenade, and Muir Pointe, are much more compact and lack driveways. A much higher density of cars are parked on the street. In these areas, street sweeping is much less effective. Street sweeping is generally unobstructed on major roads and in the Business Park.

Public Works contracts with private vendors for street sweeping services and periodically solicits bids. Most recently, Clean Street was awarded a low bid contract of \$5,500 per month in June 2017. Their contract was extended for one year as part of the FY 2018-19 Budget. Generally contracts can be renewed for a total of 3 years.

ATTACHMENTS:

Attachment 1 – Street Sweeping Map

Attachment 2 – Street Sweeping Contract

<i>Financial Impact</i>			
Description:			
Funding Source:			
Budget Recap:			
Total Estimated cost:	\$	New Revenue:	\$
Amount Budgeted:	\$	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

SAN PABLO BAY



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PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") for professional services is made on June 27, 2017, between the City of Hercules, a California municipality ("City"), and Clean Street, a ("Consultant").

1. Scope of Services. Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement shall become effective on July 1, 2017, and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 11 of this Agreement. Time is of the essence in 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 shall compensate Consultant in an amount not to exceed Five Thousand Five Hundred Dollars per Month (\$5,500 per month), without prior written authorization by City. Consultant's Fee Schedule is attached hereto as **Attachment B** and incorporated herein.

4. Allowable Reimbursable Expenses. City shall compensate Consultant for the following Allowable Reimbursable Expenses at the following rate(s), not to exceed a total of zero Dollars (\$0), without prior written authorization:

Allowable Reimbursable Expense: Rate:

5. Payment. City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,
- 5.5 the amount due for the Services and the basis for calculating the amount due, and
- 5.6 an itemized summary of Allowable Reimbursable Expenses.

6. Independent Contractor. The parties agree that Consultant shall act as an independent contractor under this Agreement and shall have control of its work and the manner in which it is

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.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

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

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

8. 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, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City:

City of Hercules
111 Civic Drive
Hercules, CA 94547
Telephone (510) 799-8200
Fax (510) 799-2521
Attention:
Title: City Clerk

Consultant:

Clean Street
1937 West 169th Street
Gardena, California 90247
Telephone (800) 225-7316
Fax (310) 538-8015
Attention: Rick Anderson
Title: Director of Business Development

9. Indemnity. The terms and conditions set forth in subsection 9.1., below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8. The terms and conditions set forth in subsection 9.2., below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code section 2782.8.

9.1 Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers 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 the 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 shall survive the expiration or early termination of this Agreement. This subsection 9.1 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.

9.2 To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, its governing body, 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 in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement. This subsection 9.2 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.

10. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement, 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.

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

10.1.1 **Commercial General Liability Insurance ("CGL").** The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least one million dollars (\$1,000,000.00) per occurrence. The CGL policy must name City as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect City, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or

by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

10.1.2 Automobile Insurance. The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

10.1.3 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 one million dollars (\$1,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

10.1.4 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 one million dollars (\$1,000,000.00) combined single limit.

10.2 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to City, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to City.

10.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

10.4 The CGL policy must include the following endorsements:

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

10.4.2 The insurance provided is primary and no insurance held or owned by City shall be called upon to contribute to a loss.

11. 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.

11.1 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 sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall

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.

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

12. Early Termination.

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving Thirty (30) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date.

12.2 **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 Thirty (30) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall 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.

13. **Work Product.** City shall 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.

14. General Provisions.

14.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

14.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

14.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment 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.

14.3.1 **Avoidance of Cronyism and Nepotism.** Consultant shall comply with regulations adopted by the City of Hercules to avoid favoritism in the award of contracts. Consultant shall submit a fully executed copy of the "Contractor

Acknowledgment of City of Hercules Nepotism and Cronyism Policy” as Attachment C to this Agreement.

14.4 Choice of Law and Venue. This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

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

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

14.7 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall 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 shall be amended to make the insertion or correction.

14.8 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

14.9 Attachments. If any provision in any attachment to 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 shall control over the conflicting or inconsistent provisions in the attachment.

14.10 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 shall 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 shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14.11 Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder 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 shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

14.12 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

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

14.14 **Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents. As to those Parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

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

CITY

Signature: David BM

Printed Name: David C. Biggs

Title: City Manager

Date: 8/22/17

CONSULTANT

Signature: R. Anderson

Printed Name: Rick Anderson

Title: Director of Business Development

Date: August 22, 2017

APPROVED AS TO FORM:

Patrick Tang

Patrick Tang, City Attorney

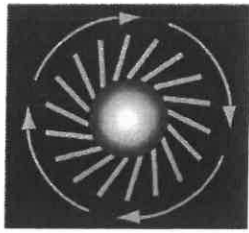
Attachments:

Attachment A: Scope of Services

Attachment B: Consultant's Fee Schedule

Attachment C: Contractor/Consultant Acknowledgment of City of Hercules Nepotism and Cronyism Policy

Attachment D: Request for Proposal



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF HERCULES

JUNE 12, 2017

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108



June 9, 2017

Mr. Jeff Brown
City of Hercules
111 Civic Drive
Hercules, CA 94547

Dear Mr. Brown,

It is my pleasure to present to you our proposal for providing high-quality street sweeping services for the City of Hercules.

We serve more than 55 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that the City of Hercules is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

The scope of work will include residential sweeping monthly and commercial sweeping twice monthly.

The cost to provide street sweeping services to the City of Hercules is \$5,500.00 per month.

Thank you for this opportunity. We would enjoy working for the City of Hercules. I hope we can be of service.

Please feel free to give me a call if you have any questions or comments.

Sincerely,
CLEANSTREET

Rick Anderson
Director of Business Development

Cell: (310) 740-1601
Office: (800) 225-7316 x108

QUALITY ASSURANCE



CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

Skilled Operators

We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision

We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on monthly basis.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

QUALITY ASSURANCE



Complaints

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications

We have cellular phone contact with our operators at all times.

Emergencies

We will provide the City with a 24-hour hotline number to handle all emergencies.

Back Up Equipment

We will always have back-up equipment available to us at all times.

Toll Free line

We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting and Report

At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and your City to assess performance and to seek ways to improve service. We will provide truly monthly reports.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

ORDINANCE NO. 486

AN ORDINANCE OF THE CITY OF HERCULES ESTABLISHING POLICIES TO ADDRESS AND PREVENT NEPOTISM AND CRONYISM IN CITY EMPLOYMENT AND CONTRACTING

WHEREAS, to promote and maintain confidence in City government, it is imperative that City employment and contracting are free from nepotism, cronyism, patronage, and favoritism; and

WHEREAS, it is imperative that City employment and City contracts be based on merit, so that citizens are assured that City employees will be providing the highest quality service to those deserving citizens; and

WHEREAS, nepotism, cronyism, patronage, and favoritism are demoralizing and dispiriting to the dedicated, hard-working employees of the City; and

WHEREAS, the hiring of city officials, contractors and consultants who have a family, business, or consensual romantic and/or sexual relationship with a City official creates the appearance of impropriety and should be discouraged.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hercules as follows:

1. The Hercules Municipal Code is hereby amended to include Title 2, Chapter 3, Article 4, to read as follows:

**“Article 4. PREVENTION OF NEPOTISM AND CRONYISM IN
EMPLOYMENT AND CONTRACTING**

Sec. 2-3.401 Purpose

In adopting this Article, it is the intent of the City Council to prohibit the contracting with, and employment of, relatives and friends of City Officials, to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, contracting and/or transfer practices of the City.

The regulations established by this Article shall apply to all City officials, as defined herein, and to all individuals or firms who provide services to the City as independent contractors or paid consultants.

Sec. 2-3.402 Definitions

“City” as used herein shall mean the City of Hercules, California.

"City Officials" for the purposes of this Article means City Elected Officials, City Appointed Officials, appointees to City ad hoc or standing committees, appointees to City Commissions, and City Employees, including all individuals who are employed by the City Manager, City Attorney, and City Clerk, as well as all employees of City Agencies and Departments.

"Contractor" means any individual or firm providing material, equipment, or services to the City pursuant to a written or oral agreement with the City as an independent contractor or consultant, and not as an employee.

"Family Relationship" means a relationship by blood, adoption, marriage, domestic partnership, foster care, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, foster children, uncles, aunts, nephews, nieces, first cousins, second cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

"Consensual Romantic and/or Sexual Relationship" means any consensual romantic and/or sexual relationship between a City official or Contractor and any City official who may supervise him or her directly or indirectly, or who may influence the terms and conditions of his or her employment or contract with the City.

"Cronyism" means making an employment or contracting decision based upon personal, political, financial, or commercial relationships instead of merit when the person or entity benefitting from the employment, promotion, supervision or contract does not have the qualifications for the position or contract, or is being compensated at a rate that is more than the rate that would be paid other employees or contractors performing the same or similar functions.

"Nepotism" means employing, promoting, supervising or contracting with a person or persons who have a family relationship or a consensual romantic and/or sexual relationship with a City official.

Sec. 2-3.403 Restricting Nepotism and Cronyism in Public Employment.

(a). Statement of Policy.

It is the policy of the City of Hercules to hire, promote, and transfer employees on the basis of individual merit and to avoid favoritism or discrimination in making such decisions. The employment of relatives of City officials, in positions where one might have influence over the other's status or job security, is regarded as a violation of this Section. Nepotism and cronyism, as defined in Section 2-3.402, are prohibited from City employment decisions to the full extent permitted by law.

It is therefore the City's policy to prohibit nepotism and cronyism in public employment according to the guidelines below:

- (1) An individual will not be hired, promoted, transferred, or otherwise placed into a position when a person with whom the individual has a family relationship or consensual romantic and/or sexual relationship occupies a position in his or her direct supervisory chain of command.
- (2) Individuals will not be hired, promoted, transferred, or otherwise placed into a position when to do so would constitute cronyism.
- (3) Department Heads are prohibited from employing or supervising any person with whom the Department Head has a family relationship or consensual romantic and/or sexual relationship within his/her department in any capacity in which that person may receive compensation.
- (4) Department Heads are prohibited from employing or supervising any individual, when to do so would constitute cronyism.
- (5) City positions should be advertised to the public and filled pursuant to an objective selection process based upon qualification.

(b) Resolving a Violation.

In the event nepotism or cronyism arises due to circumstances such as through promotion, transfer, the development of a consensual romantic and/or sexual relationship or marriage, the involved individuals have six (6) months in which to settle the issue voluntarily (i.e. by having one of them change assignment or leave City employment.)

If the affected parties are unable to resolve the situation within the time provided, their immediate supervisors will review the case at the end of the six-month period. The supervisor's decision concerning which employee must change assignment, made after consultation with the Director of Human Resources, will be binding.

(c) Responsibility to Report.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his/her supervisor, and it is the responsibility of an elected or appointed official to notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when any of the following situations occur:

- (1) When a person who is hired or appointed, or is being considered to be hired or appointed, has a family relationship or consensual romantic and/or sexual relationship with a City Official, and/or
- (2) When a City Official has or develops a family relationship or consensual romantic and/or sexual relationship with another City Official who occupies a position in his or her direct supervisory chain of command, and/or
- (3) When hiring, promotion, appointment or supervision of a City Official constitutes cronyism as defined in Section II.

The intent of this Section is to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, and/or transfer practices of the City.

(d) Penalty for Failure to Report.

A City Official, other than an elected official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of any employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to discipline, including but not limited to suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of an employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to censure.

Sec. 2-3.404 Restricting Nepotism and Cronyism in Public Contracting.

(a) Statement of Policy.

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.

It is therefore the City's policy to prohibit nepotism and cronyism in City contracts, according to the guidelines below:

(1) An individual Contractor shall not be awarded a contract with the City when the Contractor has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to that individual Contractor would constitute nepotism or cronyism.

(2) Firms shall not be awarded contracts with the City when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to a firm would constitute nepotism or cronyism.

(3) A City Official is prohibited from awarding contracts to any individual with whom he or she has a family relationship or consensual romantic and/or sexual relationship, or to any firm when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with the employee or official, or when to do so would constitute nepotism or cronyism.

The intent of this Section is to ensure that no conflict of interest, favoritism, or discrimination enters into the contracting practices of the City.

(b) Responsibility to Report a Violation of Regulations Against Contracting with Relatives or Contracts that Constitute Cronyism.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his or her supervisor, and an elected or appointed official must notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when he or she is aware of any of the following situations:

(1) When a person who has a family relationship or consensual romantic and/or sexual relationship with a City Official is being considered for the award of a contract to provide services to the City, and/or

(2) When a City Official has or develops a family relationship or a romantic and/or consensual sexual relationship with a person who has an existing contract to provide services to the City, and/or

(3) When the award of a contract would constitute nepotism or cronyism as defined in Section 2-3.402.

(c) Penalty for Failure to Report.

A City Official, other than an elected city official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section, and fails to report the violation, is subject to discipline, including, but not limited to, suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section and fails to report the violation, is subject to censure.

A Contractor who has a contract with the City or who seeks a contract with the City and fails to report that a person with whom she or he has a family relationship or consensual romantic and/or sexual relationship is employed by the City or is a City Official, or that the award of the contract constitutes cronyism in violation of this Section, may have his or her contract terminated and may be precluded from being awarded any future contracts with the City.

Sec. 2-3.405 Penalties Not Exclusive.

The penalties provided under this Article are not exclusive, and do not preclude punishment under any other applicable provision of law.

Sec. 203.406 Notice and Acknowledgment.

(a) The requirements of this Article shall be acknowledged annually by all City Officials who are required to comply with State of California financial disclosure requirements, on a form developed by the City Attorney and provided by the City Clerk. The written acknowledgment must be submitted at the time such financial disclosures are required to be submitted.

(b) All contractors and prospective contractors shall be notified in writing of the requirements of this Article at the time the City issues a request for proposals or qualifications, and prior to entering into a sole source agreement."

2. Severability.

In the event that any one or more of the provisions of this Ordinance are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Ordinance, and this Ordinance shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

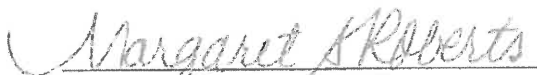
3. The foregoing Ordinance was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twenty-eighth day of April, 2015 by the following vote of the Council:

AYES: M. de Vera, C. Kelley, B. Kelly, S. McCoy, D. Romero

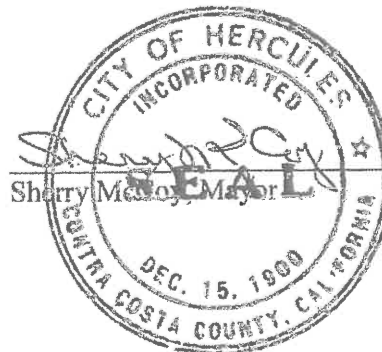
NOES: None

ABSENT: None

ATTEST:



Margaret S. Roberts, MMC
Administrative Services Director/City Clerk





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 Jeff Brown Phone (510)799-8252 Project Spec No. _____
Department Public Works Department Contract/Proposal Name Street Sweeping

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 Clean Street Phone 800-225-7316
Street Address 1937 West 169th Street City Gardena State CA Zip 90247

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.

Signature

Rick Anderson

Print Name of Signer

8/22/17

Date

Director of Business Development

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 _____



MEMORANDUM FROM THE CITY OF HERCULES

TO: Selected Street Sweeping Firms
FROM: Jeff Brown Public Works Superintendent
DATE: May 23, 2017
SUBJECT: Request for proposal

The City of Hercules is requesting a proposal for street sweeping services. The work consists of providing street sweeping services city-wide.

Schedule of Services:

Street sweeping shall be performed on those days determined by mutual agreement by the City Public Works Director and the Contractor. No deviation from said schedule shall be permitted without prior approval of the Municipal Services Director.

Street Sweeping Services:

Contractor shall sweep all designated streets shown on the attached map either twelve (12), twenty-four (24) or fifty-two (52) times per year. (Residential monthly or weekly and commercial twice a month)

All commercial area shall be swept during nights or weekends.

The sweeper shall be a self-propelled sweeper with dual gutter brooms and an effective eight (8) foot sweeping width.

The sweeper shall have a minimum 200 gallon water tank for use as a dust suppressor.

If the Public Works Director determines that the equipment or brooms being utilized by the Contractor are inadequate, the Public Works Director shall give written notice to the Contractor to replace said equipment/brooms prior to the next sweeping cycle.

Monthly reports are required identifying the types and quantities of materials captured by the street sweeping process.

Proposals shall be sent by mail or hand delivered to City of Hercules 111 Civic Dr. Hercules CA 94547 attention Jeff Brown no later than June 12th by 5pm.

Please note that the firm selected will be required to execute a contract agreement with the City of Hercules. Your proposal shall include any concerns with respect to this proposed contract.

Should you have any questions you can contact me at 510-799-8252 or at jbrown@ci.hercules.ca.us .



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marron Insurance Services/Global Risk, LLC 1891 N. Gaffey Street, Suite 203 San Pedro, CA 90731 License #0E63455		CONTACT NAME: PHONE (A/C, No, Ext): 310-514-8425 FAX (A/C, No): 310-514-8688 E-MAIL ADDRESS: becky@marronins.com	
INSURED CleanStreet, Inc. DBA: California Street Maintenance 1937 W 169th Street Gardena, CA 90247		INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: Alaska National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21113 38733	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	506-888208-9	04/01/17	04/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		506-888208-9	04/01/17	04/14/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	523-805724-9	04/01/17	04/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	17D WS 08875	04/01/17	04/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hercules, its Officers, Employees and Agents are named as Additional Insured per attached endorsements.

10 Day notice will apply for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Hercules
111 Civic Drive
Hercules, CA 94547

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Duarte Mavor

**POLICY NUMBER: 506-888208-9
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE**

COMMERCIAL GENERAL LIABILITY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provide under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS

**The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHER TO US of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

Insurance Services Office, Inc., 2008

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 506-888208-9
CLEANSTREET, INC.
DBA: CALIFORNIA STREET MAINTENANCE

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
CITY OF HERCULES, ITS OFFICERS, EMPLOYEES AND AGENTS	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND
NONCONTRIBUTORY – AMENDMENT OF OTHER
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4.a. of **SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary to and noncontributory with any other insurance available to the additional insured.

All other terms and conditions remain unchanged.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 22, 2019

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christopher Roke, Parks & Recreation Director

SUBJECT: City Banner Program

RECOMMENDED ACTION:

Receive Report, Discuss, and Provide Direction, if any.

COMMISSION/SUBCOMMITTEE ACTION AND RECOMMENDATION:

N/A

FISCAL IMPACT OF RECOMMENDATION:

Currently there are 4 banner locations within the City of Hercules with the intent to generate revenues for recreation programs and to assist with the promotion of businesses, programs and/or events. The following fees apply for each location:

- | | |
|---|------------------------------|
| • Sycamore Avenue and Refugio Valley Road | Res \$250/Non-Resident \$300 |
| • Sycamore Avenue and San Pablo Avenue | Res \$250/Non-Resident \$300 |
| • Sycamore Avenue and Willow Avenue | Res \$200/Non-Resident \$250 |
| • Willow Avenue and Park & Ride | Res \$200/Non-Resident \$250 |

Approved non-profits are charged \$35 a month for their banner use pursuant to the Master Fee schedule.

The banner program brings in anywhere between \$10,000-\$20,000 in revenue on an annual basis.

DISCUSSION:

The City Council had requested on October 23, 2018, that this item be placed on a future agenda to allow for a review and discussion of the City's existing banner program. The existing Banner

Advertisement Policy is attached along with a spreadsheet that shows the use of the spaces over the past 2 calendar years.

Over the past 2 years, slightly less than 20% of the available spaces were used by City recognized Nonprofit groups at the reduced rate. Additionally, approximately 25% of the available space went unrented. Whenever a space goes unrented, the Parks and Recreation Department uses the space to promote internal and/or City programs.

ATTACHMENTS:

Attachment 1 - Banner Advertisement Policy

Attachment 2 - Banner Use spreadsheets for 2017 and 2018

Financial Impact

Description: The banner program generates revenues for the Parks and Recreation Department. Not only from the direct revenues which are generated from the banner space rentals but also for the advertising of classes, camps, events and/or programs.

Funding Source: Not Applicable

Budget Recap:

Total Estimated cost: \$ 0

New Revenue: \$ Unknown

Amount Budgeted: \$ 0

Lost Revenue: \$

New funding required: \$ 0

New Personnel: \$

Council Policy Change: Yes ☐ No ☒

City of Hercules Banner Policy

The City of Hercules has 3 different public locations within the City where City-authorized advertising banners may be placed to assist with the promotion of businesses, programs, and events. The approved Master fee schedule has a range of \$50.00-\$600.00 per banner per month (30 days) depending on location and Business or Organization.

<u>Locations:</u>	<u>Prices: Hercules Based / Non Hercules</u>
-------------------	--

- | | |
|--|-----------------------------|
| • Sycamore and Refugio Valley Road (3 spots) | \$250.00 each/\$300.00 each |
| • Sycamore Avenue and San Pablo Avenue (4 spots) | \$250.00 each/\$300.00 each |
| • Sycamore and Willow Avenue (3 spots) | \$200.00 each/\$250.00 each |
| • Willow Avenue and Park & Ride (3 spots) | \$250.00 each/\$300.00 each |

<u>Locations:</u>	<u>Prices: CLSC Group / State Non-Profit</u>
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- | | |
|--|----------------------------|
| • Sycamore and Refugio Valley Road (3 spots) | \$35.00 each/\$125.00 each |
| • Sycamore Avenue and San Pablo Avenue (4 spots) | \$35.00 each/\$125.00 each |
| • Sycamore and Willow Avenue (3 spots) | \$35.00 each/\$125.00 each |
| • Willow Avenue and Park & Ride (3 spots) | \$35.00 each/\$125.00 each |

Banner must be 4 feet-high x 8 feet-long. Staff recommends providing wind slits in banners to sustain high winds and tough weather conditions. Banners will be placed by City staff at reserved location if there is room at the requested location for the requested dates; all banners are to be put up and taken down by City of Hercules staff only. City staff is not responsible for broken, damaged, or stolen banners. The City of Hercules will reserve locations up to 1 year in advance for Community & Library Services Commission-approved City of Hercules non-profit organizations and 6 months in advance for businesses and state non-profit organizations. Business and State Non-Profit organizations may reserve a location for a time span of 6 months at a time at one given location. All reservations are first come first serve and payments are non-refundable and non-transferable. Banner locations will only be reserved with the banner application and payment for the dates and locations requested.

City programs and banners will take precedence over business and non-profit banners. At the end of the 30 days, City staff will remove any associated banners for retrieval to the Parks & Recreation Department. If no representative picks up the banner within a 2 week period, the banner will be discarded.

ADVERTISING CONTENT GUIDELINES

OBJECTIVE

Through this policy, the City of Hercules (CITY) intends to establish uniform, viewpoint-neutral standards for the display of advertising within all Banner locations. In setting its advertising standards, CITY seeks to meet the following goals and objectives:

- (a) Maintain a secure and orderly operating environment.
- (b) Maximize advertising and revenue.
- (c) Avoid identifying or associating CITY, its employees, board members, or its contractors with the advertisements or the viewpoints of advertisers.

CITY reserves the right, from time to time, to suspend, modify, or revoke the application of any or all of these Guidelines as it deems necessary to comply with legal mandates, or to facilitate its primary transportation function, or to fulfill the goals and objectives referred to herein. All provisions of these Guidelines shall be deemed severable.

CITY is committed to providing an environment free of discrimination. It is also the city's policy and practice to assure equal application of these guidelines without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or Vietnam Era veterans' status.

ADVERTISING PROGRAM ADMINISTRATION

- (a) CITY shall designate an employee as its "Contract Administrator" to be the primary contact for the Advertising Contractors on issues related to advertising content. Questions regarding the terms, provisions, and requirements of these Guidelines shall be addressed initially to the Contract Administrator.
- (b) The Advertising Contractors shall comply with these Guidelines, and shall review all advertising with reference to them. If there is any question as to whether a proposed advertisement falls into a prohibited category--as outlined in these Guidelines--the Advertising Contractors shall refer that advertisement to the Contract Administrator for review and consideration. The Contract Administrator, together with the Department Director, shall determine whether the proposed advertising will be accepted. In the event that the advertising is rejected, the party or parties proposing the advertising may request in writing that the decision be reconsidered. Upon such request, the Department Director shall consult with City General Counsel and with the City Manager. The City Manager – shall determine whether the proposed advertising will be accepted or rejected.

OPERATIONS and PROMOTIONS

CITY has the unqualified right to display, on or in its facilities, advertisements and notices that pertain to CITY operations and promotions, consistent with the provisions of its agreement with the Advertising Contractors. Promotional materials shall include, but not be limited to, internal marketing collateral, CITY branding campaigns, and co-promotional campaigns with third parties.

DISCLAIMERS

CITY reserves the right, in all circumstances, to require that an advertisement on the Banners include a disclaimer indicating that such advertising is paid for by the advertiser. CITY may require the Advertising Contractors to maintain a supply of decals imprinted with a disclaimer to

this effect to apply to ads that state a point of view. The Advertising Contractors will apply these decals in a viewpoint-neutral manner.

ADVERTISING STANDARDS

(a) CITY intends that its facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid advertising will not be permitted for placement or display on banner locations. Unpaid advertisements will not be permitted.

(b) CITY shall not display or maintain any advertisement that falls within one or more of the following categories:

(i) Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, CITY will determine whether a reasonably prudent person, knowledgeable of CITY's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.

(ii) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, or depicts such products.

(iii) Political Campaign. Political Campaign Signs are not allowed in any of the designated banner locations. Political Campaign Signs are only allowed in certain designated public areas within the City as specified in City of Hercules Resolution 12-038.

(iv) Alcoholic Beverages. The advertisement promotes or encourages the consumption of alcoholic beverages including, but not limited to beer, wine, and distilled spirits, or depicts such products.

(v) Profanity. The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

(vi) Graffiti. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism

(vii) Inappropriate Graphics. The advertisement contains graphics recognized by the community as inappropriate including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.

(viii) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.

(ix) Violence. The advertisement either (a) contains an image or description of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage, violence or violent behavior.

(x) Unlawful Goods or Services. The advertisement or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

(xi) Unlawful or Detrimental Conduct. The advertisement or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, or behavior that promotes activities which are detrimental.

(xii) False, Misleading, or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is clearly false, misleading, or deceptive.

(xiii) Libelous Speech, Copyright Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject CITY to litigation.

(xiv) Obscenity or Nudity. The advertisement contains obscene material or images of nudity. For purposes of these Guidelines, the term “obscene matter” shall have the meaning set forth in the California Penal Code Section 311.

(xv) Prurient Interest. The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these Guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.

(xvi) “Adult”-oriented Goods or Services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17,” adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.

(xvii) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by CITY, its directors, management, or employees, of any service, product, or point of view, without prior written authorization of the Contract Administrator.

(xviii) Injurious to CITY and its Mission. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates CITY or promotes alternatives to CITY in a manner that directly impairs the city and/or revenue.

(xix) Subleasing is not allowed

(xx) Banner reservations only allow one business/organization per banner.

Please contact Ashley Gomez, Recreation Leader III at (510) 799-8290 or via email at agomez@ci.hercules.ca.us for more information or available locations and dates.

Hercules Banner Program

2018

Need to relocate soon

	P&R 1	P&R 2	P&R 3	Jack 1	Jack 2	Jack 3	Refugio 1	Refugio 2	Refugio 3	Shell 1	Shell 2	Shell 3	Shell 4
Jan	New Direction Homes	OPEN / P&R	OPEN / P&R	WCCYSL	Keenan Howard Realty	Sycamore Realty	Little Munchkins	Jojo Soriano Realty	Hercules Lions Club	New Direction	OPEN / P&R	OPEN / P&R	OPEN / P&R
Feb	WCCYSL	OPEN / P&R	New Direction Homes	Jojo Soriano Realty	Keenan Howard Realty	Sycamore Realty	Chamber	OPEN / P&R	El Sobrante Sewer	Aida Torres Tax	Legacy Homes	Extreme Pizza	OPEN / P&R
Mar	OPEN / P&R	OPEN / P&R	New Direction Homes	OPEN / P&R	Little Munchkins	Keenan Howard Realty	Friends of Herc Library	Sister City	Keenan Howard Realty	Jojo Soriano Realty	Sycamore Realty	New Direction Homes	OPEN / P&R
Apr	New Direction Homes	Clean Up Day	Camp Dynamite	Keenan Howard Realty	Janet White Realty	Extreme Pizza	Jojo Soriano Realty	Herc Comm Library Book Sale	Sycamore Realty	My Dentist	New Direction Homes	Janet White Realty	Soriano Floral
May	New Direction Homes	Camp Dynamite	Karate OPEN	Jojo Soriano Realty	Janet White Realty	Sycamore Realty	Keenan Howard Realty	Little Munchkins	Chamber	Extreme Pizza	New Direction Homes	Soriano Floral	My Dentist
Jun	New Direction Homes	Jojo Soriano Realty	Karate OPEN	Keenan Howard Realty	Janet White Realty	Extreme Pizza	WCCYSL	Rose Preciado Realty	Chamber	Jojo Soriano Realty	New Direction Homes	Soriano Floral	Sycamore Realty
July	Camp Dynamite	New Direction Homes	Movie Night OPEN	Keenan Howard Realty	Chamber	New Direction Homes	Jojo Soriano Realty	Herc Ed Found	Sycamore Realty	Herc Kids Dentistry	Cookie Dough Parlor	Legacy Homes	Max Muscle
Aug	New Direction Homes	Movie Night OPEN	OPEN / P&R	Jojo Soriano Realty	Keenan Howard Realty	Sycamore Realty	Garage Sale (City)	Herc Ed Found	Chamber	OPEN / P&R	Max Muscle	Karate OPEN	New Direction Homes
Sep	New Direction Homes	Karate OPEN	OPEN / P&R	Keenan Howard Realty	Garage Sale (City)	OPEN / P&R	Herc Comm Library Book Sale	Herc Ed Found	Chamber	Jojo Soriano Realty	Sycamore Realty	Max Muscle	New Direction Homes
Oct	New Direction Homes	OPEN / P&R	OPEN / P&R	Herc Comm Library Book Sale	Keenan Howard Realty	Salesian	Jojo Soriano Realty	Herc Ed Found	Chamber	Herc Kids Dentistry	New Direction Homes	Max Muscle	Extreme Pizza
Nov	New Direction Homes	Tree Lighting OPEN	OPEN / P&R	Keenan Howard Realty	Tree Lighting OPEN	OPEN / P&R	Tree Lighting OPEN	Breakfast w/Santa OPEN	1581 Barber & Salon	OPEN / P&R	New Direction Homes	Max Muscle	Tree Lighting OPEN
Dec	OPEN / P&R	Tree Lighting OPEN	New Direction Homes	Keenan Howard Realty	Tree Lighting OPEN	OPEN / P&R	Tree Lighting OPEN	Herc Kids Dentistry	Chamber	OPEN / P&R	New Direction Homes	El Sobrante Sewer	Herc Kids Dentistry
	1	0	0	2	1	0	4	6	7	0	0	0	0

LEGEND

City recognized Nonprofit
 Unused spaces default to City/Rec Programs

Hercules Banner Program

2017

Need to relocate soon

	P&R 1	P&R 2	P&R 3	Jack 1	Jack 2	Jack 3	Refugio 1	Refugio 2	Refugio 3	Shell 1	Shell 2	Shell 3	Shell 4
Jan	Tottenham Hotspurs Soccer	Eastshore Pediatric Dent	Aida Torres Tax	Eastshore Pediatric Dent	Keenan Howard Realty	Tottenham Hotspurs Soccer	Latricia Short Realty	Jojo Soriano Realty	Chamber	New Direction	OPEN / P&R	OPEN / P&R	
Feb	Tottenham Hotspurs Soccer	Eastshore Pediatric Dent	New Direction Homes	Jojo Soriano Realty	Keenan Howard Realty	Eastshore Pediatric Dent	Chamber	Janet White Realty	Tottenham Hotspurs Soccer	Aida Torres Tax	New Direction	OPEN / P&R	
Mar	Rotary, Lupine Hills PTA	Eastshore Pediatric Dent	New Direction Homes	Herc Comm Library	Janet White Realty	Eastshore Pediatric Dent	Chamber	Sister City	Keenan Howard Realty	Jojo Soriano Realty	Aida Torres Tax	New Direction Homes	
Apr	New Direction Homes	TYC/P&R	OPEN / P&R	Keenan Howard Realty	Sister City	WCCYSL	Jojo Soriano Realty	Herc Comm Library	Chamber	Rose Preciado Realty	New Direction Homes	TYC/P&R, Janet White Realty	
May	New Direction Homes	TYC/P&R, Celebrate Herc	OPEN / P&R	Jojo Soriano Realty	Keenan Howard Realty	Sarah Kazmi Preschool	Rose Preciado Realty	WCCYSL	Chamber	Janet White Realty	New Direction Homes	OPEN / P&R	Celebrate Herc
Jun	New Direction Homes	Celebrate Herc	OPEN / P&R	Keenan Howard Realty	Janet White Realty	Celebrate Herc	WCCYSL	Eastshore Pediatric Dent	Chamber	Jojo Soriano Realty	New Direction Homes	Rose Preciado Realty	Celebrate Herc
July	New Direction Homes	Celebrate thru 7/5, OPEN	OPEN / P&R	Keenan Howard Realty	Janet White Realty	Eastshore Pediatric Dent	Jojo Soriano Realty	Herc Ed Found	Chamber	New Direction Homes	OPEN / P&R	Rose Preciado Realty	Celebrate Herc til 7/5
Aug	New Direction Homes	OPEN / P&R	OPEN / P&R	Jojo Soriano Realty	Keenan Howard Realty	Eastshore Pediatric Dent	Sarah Kazmi Preschool	Herc Ed Found	Chamber	Janet White Realty	Sister City	Tottenham Hotspurs	New Direction Homes
Sep	New Direction Homes	OPEN / P&R	OPEN / P&R	Keenan Howard Realty	Friends of Herc Library	Sister City	Rose Preciado Realty	Herc Ed Found	Chamber	Jojo Soriano Realty	Christina Karabinis Selsian HS	Sarah Kazmi Preschool	New Direction Homes
Oct	New Direction Homes	OPEN / P&R	OPEN / P&R	Jojo Soriano Realty	Keenan Howard Realty	Christina Karabinis Selsian HS	Friends of Herc Library	Herc Ed Found	Chamber	Herc Kids Dentistry	New Direction Homes	El Sobrante Sewer	Janet White Realty
Nov	New Direction Homes	Tree Lighting	OPEN / P&R	Keenan Howard Realty	OPEN / P&R	FOH Sr. Center	Herc Kids Dentistry	OPEN / P&R	Chamber	OPEN / P&R	New Direction Homes	El Sobrante Sewer	Ruben Rivas AVON
Dec	OPEN / P&R	Tree Lighting, OPEN	New Direction Homes	Keenan Howard Realty	Tottenham Hotspurs Soccer	OPEN / P&R	Imelda Lavitoria	Herc Kids Dentistry	Chamber	OPEN / P&R	New Direction Homes	El Sobrante Sewer	FOH Sr. Center
	1	2	0	1	1	4	4	7	10	0	1	0	4

LEGEND

City recognized Nonprofit
City sponsored program

Unused spaces default to City/Rec Programs