



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 15, 2025
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

The meeting will be held in-person, broadcast live on Channel 29 and at <https://www.tri-valleytv.org> and streamed at <https://www.youtube.com/user/TheCityofPleasanton>. The meeting will be held in-person, broadcast live on Channel 29 and streamed live for viewing at the following links TV30 <https://www.tri-valleytv.org>, the City's website in the Meetings portal (a red dot will indicate a live meeting) <https://www.cityofpleasantonca.gov/>, and the City's YouTube channel: <https://www.youtube.com/user/TheCityofPleasanton>.

Public participation: It is requested that members of the public wishing to address the City Council submit a speaker card. When public comment is opened on an agenda item, individuals may speak once per agenda item.

To submit written public comment regarding an open session item on this meeting agenda visit <https://forms.cityofpleasantonca.gov/f/writtenpubliccomment>. Comments will be accepted by the City Clerk's Office until 12:00 p.m. on the day of the Council meeting.

In Person at Council Chamber:

- Submit a physical speaker card to the City Clerk at the meeting. When your name is called, please provide comment at the podium.

CALL TO ORDER

- Welcome and Pledge of Allegiance - Cm. Nibert
- Roll Call

Resolution No. 2025-013
Ordinance No. 2293

AGENDA AMENDMENTS

CONSENT CALENDAR

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that particular item will be removed from the consent calendar and will be considered separately.

City Manager

1. Approve meeting minutes of February 20, 2025 and March 4, 2025

Community Development

2. Actions of the Zoning Administrator and Planning Commission
3. Adopt a resolution to approve the Altamont Settlement Agreement Education

Advisory Board's \$628,665 Expenditure Plan for Fiscal Year 2025/2026

Finance

4. Accept the monthly disbursement and investment report for February 2025

Fire

5. Public Hearing: Receive any protests and adopt a resolution to approve the 2025 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the City of Pleasanton
6. Introduce an ordinance designating Fire Hazard Severity Zones

Police

7. Approve Annual Street Closures for 2025

Public Works

8. Adopt a resolution to approve and authorize the City Manager to execute an agreement for post-collection of recyclable materials processing and diversion services between the City of Pleasanton and Greenwaste Recovery, LLC
9. Award a construction contract to DPI, Inc. in the amount of \$1,048,777 for the Puri Court Storm Drain Improvements Project, CIP No. 25415, authorize the City Manager, or designee, to approve and execute contract change orders for a project contingency amount not to exceed \$157,317
10. Approve second amendment to the professional service agreement with HF&H Consultants, LLC for solid waste system technical assistance services to increase amount of the agreement by \$125,000 for a total amount not to exceed \$325,000
11. Approve a second amendment to the agreement with Got Power, Inc. to increase the annual not-to-exceed amount by an additional \$50,000 per fiscal year with the annual compensation not to exceed \$350,000 for Fiscal Year 2024/25 and all subsequent fiscal years for the remainder of this agreement, bringing the total compensation to \$1,050,000 for the three-year term

MEETING OPEN TO THE PUBLIC

12. Presentation of a Proclamation recognizing April 6-12, 2025 as National Crime Victim's Rights Week
13. Presentation of a Proclamation recognizing April 2025 as Fair Housing Month
14. Presentation of a Proclamation recognizing April 2025 as Arts, Culture, and Creativity Month

15. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

PUBLIC HEARINGS AND OTHER MATTERS

If necessary to ensure completion of the following items, the Mayor may alter time limits.

16. Review of the Zoning Administrator's approval of a Sign Design Review Application (P24-0731) to install new monument, wall, canopy, and pump signage as part of a rebranding for the Gulf gas station located at 4212 First Street

MATTERS INITIATED BY COUNCIL

COUNCIL REPORTS

Brief reports on conferences, seminars, and meetings attended by the Council

ADJOURNMENT

Notice

Under Government Code §54957.5, any writings/documents regarding an open session item on this agenda and items received by the City Clerk's Office by 12:00 p.m. on the day of the meeting provided to a majority of the City Council after distribution of the agenda packet will be available for public inspection on the City's website <https://www.cityofpleasantonca.gov/> and also at the Pleasanton Library located at 400 Old Bernal Ave., Pleasanton, CA 94566.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders, which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure § 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code §65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

Accessible Public Meetings

The City of Pleasanton can provide special assistance for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation (e.g., an assistive listening device), please contact the City Clerk's Office at 123 Main Street, Pleasanton, CA 94566 or (925) 931-5027 at the earliest possible time. If you need translation or interpretation assistance, please provide at least two working days' notice prior to the meeting date.



**CITY OF PLEASANTON
CITY COUNCIL
MINUTES**

**Thursday, February 20, 2025
3:00 PM**

CALL TO ORDER

Mayor Balch called the Special Meeting - Workshop of the City Council to order at the hour of 3:00 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Absent: None.

1. Public Comment - Speakers are limited to 3 minutes and to only those items listed on the agenda.

Mayor Balch opened public comment. The following individuals provided comment: Douglas Lynch.

Mayor Balch closed the public comment.

WORKSHOP

2. Accept the report on independent financial assessment commissioned by the City Council

Recommendation: Accept the report on independent financial assessment commissioned by the City Council.

Presentation by Eide Bailly consultants Dr. Bradford Rockabrand and Scott Catlett.

3. Receive presentation on fiscal years 2025/26 and 2026/27 General Fund baseline budget and preliminary ten-year financial forecast

Item continued to a future date to be determined.

ADJOURNMENT

Mayor Balch adjourned the meeting at 4:39 p.m.

Jocelyn Kwong, City Clerk



**CITY OF PLEASANTON
CITY COUNCIL
MINUTES**

**Tuesday, March 4, 2025
4:00 PM**

CALL TO ORDER

- Roll Call

Mayor Balch called the Special Meeting Closed Session of the City Council to order at the hour of 4:02 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Absent: None.

PUBLIC COMMENT

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

ADJOURN TO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2)(d) of Government Code 54956.9: One potential case: See November 27, 2023 letter from Thomas B. Mayhew and Charles J. Higley

ADJOURNMENT

Mayor Balch adjourned the meeting at 5:02 p.m.

Jocelyn Kwong, City Clerk



**CITY OF PLEASANTON
CITY COUNCIL
MINUTES**

**Tuesday, March 4, 2025
5:00 PM**

CALL TO ORDER

- Roll Call

Mayor Balch called the Special Meeting of the City Council to order at the hour of 5:05 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Absent: None.

1. Public Comment

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

WORKSHOP

2. Accept the Water Enterprise financial analysis and approve the Enhance scenario

Recommendation: Accept the Water Enterprise Financial Analysis and approve the Enhance scenario.

Presentation by Ryan Smith, and consultants Sanjay Gaur and Nancy Phan (Water Resource Economics).

The City Council provided feedback with unanimous support of the Enhance scenario.

ADJOURNMENT

Mayor Balch adjourned the meeting at 6:30 p.m.

Jocelyn Kwong, City Clerk



**CITY OF PLEASANTON
CITY COUNCIL
MINUTES**

**Tuesday, March 4, 2025
7:00 PM**

CALL TO ORDER

Mayor Balch called the Regular Meeting of the City Council to order at the hour of 7:00 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Absent: None.

AGENDA AMENDMENTS

Councilmember Testa removed item 3 from the Consent Calendar for further discussion.

REPORT ON CLOSED SESSION

City Attorney Sodergren stated there was no reportable action.

CONSENT CALENDAR

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

MOTION: It was m/s by Nibert/Gaidos to approve the consent calendar as recommended with the exception of item 3. Motion passed by the following vote:

Ayes: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Noes: None

Absent: None

City Attorney

1. Introduce an ordinance adding Section 1.04.020 to Chapter 1.04 of the Pleasanton Municipal Code establishing an administrative remedies procedure for challenges to fees, charges, and assessments

Recommendation: Introduce an ordinance adding Section 1.04.020 to Chapter 1.04 of the Pleasanton Municipal Code establishing an administrative remedies procedure for challenges to fees, charges, and assessments.

City Manager

2. Approve meeting minutes of January 29, 2025

Recommendation: Approve meeting minutes of January 29, 2025.

Community Development

Item 3 was pulled for further discussion.

Fire

4. Public Hearing: Adopt a resolution declaring that weeds, dirt, rubbish, and refuse upon or in front of specific described properties within the city constitute public nuisances and that they be abated, and set a public hearing for April 15, 2025, regarding the abatement

Recommendation: Adopt a resolution declaring that weeds, dirt, rubbish, and refuse upon or in front of specific described properties within the city constitute public nuisances and that they be abated. Set a public hearing for April 15, 2025, regarding the abatement of these nuisances and order the abatement thereof by May 31, 2025.

Public Works

5. Approve the purchase of a Vac-Con Truck and Caterpillar Mini Excavator and authorize the City Manager to execute a purchase order with Vac-Con, Inc. in the amount of \$800,750 and a purchase order with Petersen Cat in the amount of \$171,803 inclusive of a 15 percent contingency to be paid for by the Sewer Enterprise Fund

Recommendation: Authorize the City Manager to:

- Execute a purchase order with Vac-Con, Inc. (via Municipal Maintenance Equipment) for the purchase of a Vac-Con VTAQD312HE/1500 Titan truck in the not-to-exceed amount of \$800,750; and
- Execute a purchase order with Peterson CAT for the purchase of a Caterpillar Model 306 Compact Excavator in the amount of \$149,394, plus a 15 percent contingency (\$22,409), for a not-to-exceed amount of \$171,803.

6. Award a construction contract to Villalobos & Associates, Inc. in the amount of \$485,624 for the Annual Curb and Gutter for Street Resurfacing Project, CIP No. 25509, and approve budget amendments in the Gas Tax Fund

Recommendation:

1. Award a construction contract for Annual Curb and Gutter for Street Resurfacing Project, CIP No. 25509 to Villalobos & Associates, Inc. of Campbell, CA, for the low bid amount of \$485,624.
2. Authorize the City Manager to enter into the construction contract with Villalobos & Associates, Inc.
3. Authorize the Director of Public Works to approve and execute contract change orders for a project contingency amount not to exceed \$73,000 (approximately 15 percent of the contract).
4. Approve budget amendments in the Gas Tax Fund (Fund 160), transferring \$59,322 from the Annual Sidewalk and Intersection Ramp Installations (ADA), (CIP No. 25505), to the Annual Curb and Gutter for Street Resurfacing Project, (CIP No. 25509).

MEETING OPEN TO THE PUBLIC

7. Public Comment regarding items not listed on the agenda

Mayor Balch opened public comment. The following individuals provided comment: Matt Stephanson, Debbie Wallace, Matthew Gray, Moez M., Doug Miller, Advait Krishnakumar, Erwin Ricafrente, David Ott, Linda Garbarino, Chong Wang, Joanne Hall.

Mayor Balch closed the public comment.

PUBLIC HEARINGS AND OTHER MATTERS

8. Receive report and presentation on City's CalPERS and Other Post-Employment Benefits (OPEB) Funding Actuarial Analysis and provide feedback to staff

Recommendation: Receive report and presentation on the City's CalPERS and the Other Post-Employment Benefits (OPEB) retirement plans and provide feedback to staff.

Presentation by Doug Pryor (Foster & Foster).

Mayor Balch opened public comment. The following individuals provided comment: Kathy Narum, Doug Miller.

Mayor Balch closed the public comment.

The City Council provided direction as follows:

1. CalPERS: Base the Supplemental Trust withdrawal on the Scenario 1

approach (assumes CalPERS will achieve their 6.8% long-term investment return), transferring approximately \$2 million from the Supplemental Trust to CalPERS in 2025/26 and revisiting plan funding in the next one to two years.

2. OPEB: Continue with full Actuarial Determined Contribution funding.

Mayor Balch called a recess at 9:03 p.m. and reconvened the meeting at 9:14 p.m.

9. Continued from February 20, 2025 - Receive presentation on fiscal years 2025/26 and 2026/27 General Fund baseline budget and preliminary ten-year financial forecast

Recommendation: Receive a presentation providing an overview of the Fiscal Years 2025/26 and 2026/27 General Fund Baseline Budget and Preliminary Ten-Year Financial Forecast.

Presentation by Susan Hsieh, Finance Director.

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

3. Actions of the Zoning Administrator and Planning Commission

Recommendation: Actions of the Zoning Administrator and Planning Commission

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

Councilmember Testa requested that the application P24-0732 at 4212 First Street be brought for City Council review at a future meeting date.

MOTION: It was m/s by Testa/Eicher to approve the items on the report except for the application P24-0732 that will be scheduled for City Council review at a future meeting. Motion passed by the following vote:

Ayes: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch

Noes: None

Absent: None

MATTERS INITIATED BY COUNCIL

With majority consensus, Councilmember Testa requested discussion at a future meeting for the City Council to consider whether the City should host the Commission Recognition event planned for April 2025.

COUNCIL REPORTS

The City Council reported on regional and local meetings attended.

ADJOURNMENT

Mayor Balch adjourned the meeting at 10:35 p.m.

Jocelyn Kwong, City Clerk

April 15, 2025
Community Development

TITLE: ACTIONS OF THE ZONING ADMINISTRATOR AND PLANNING COMMISSION

P25-0071, Adam Jenkins / Proficient Landscape Inc

Application for Administrative Design Review approval to construct a detached, approximately 576-square-foot cabana with an approximate height of 12-feet at 3553 Milleford Court.

Approved. (25 days)

P25-0003, Hongyun Xu

Application to establish a Cottage Food Operation (Bliss Bakery) to prepare baked goods with direct sales to customers at 3027 Camino Del Cino.

Approved. (13 days)

P23-0088, Michael Murphy / Ware Malcomb

Application for Design Review procedure to install a connecting trail segment along the eastern edge of a property located at 4747 Willow Road.

Approved. (7 days)

P25-0139, Amy and Frank Jones

Application for Administrative Design Review approval to construct an approximately 660-square-foot one-story addition to the right side of the existing residence located at 6101 Homer Court.

Project Information:

Existing floor area: 1,555 square feet

Total floor area with addition: 2,215 square feet

Lot size: 8,445 square feet

Existing floor area ratio: 18.41

Total floor area ratio with addition: 26.22 percent

Approved. (12 days)

P25-0140, Ira Jain

Application for Administrative Design Review approval to construct the following: 1) an approximately 534-square-foot one-story addition; 2) an attached covered porch in the

rear; and 3) an increase of building height from the existing approximately 16 square feet to the proposed 20 feet located at 4776 Black Avenue.

Project Information:

Existing floor area: 1,818 square feet

Total floor area with addition: 2,352 square feet

Lot size: 7,194 square feet

Existing floor area ratio: 25.27

Total floor area ratio with addition: 32.69 percent

Approved. (12 days)

P25-0005 & P25-0006, Tho Nguyen

Applications for Design and Sign Design Review approval to repaint the building and install new signage at 5280 Hopyard Road.

Approved. (14 days)

P25-0088, Trang Dunlap

Application for Administrative Design Review approval to construct an approximately 152-square-foot addition to an existing single-family residence located at 4306 First Street.

Project Information:

Existing floor area: 1,259 square feet

Total floor area with addition: 1,411 square feet

Lot size: 7,800 square feet

Existing floor area ratio: 16.14

Total floor area ratio with addition: 18.09 percent

Approved. (20 days)

P25-0089, Anil Kumar Gopalapura Venkatesh

Application for Administrative Design Review approval to construct approximately 1,235 square feet of one-story and two-story additions to an existing single-family residence located at 4014 Schween Court.

Project Information:

Existing floor area: 2,098 square feet

Total floor area with addition: 3,333 square feet

Lot size: 9,056 square feet

Existing floor area ratio: 23.17 percent

Total floor area ratio with addition: 36.8 percent

Approved. (22 days)

P25-0141, Minesh Patel

Application for Administrative Design Review to construct a pergola with a maximum height of approximately 11' located at 1045 Rutledge Place.

Approved. (16 days)

P25-0121, Chris Louie

Application for Administrative Design Review approval to construct an approximately 170-square-foot single-story addition to an existing single-family residence located at 3310 Sorrel Downs Court.

Project Information:

Existing floor area: 3,323 square feet

Total floor area with addition: 3,493 square feet

Lot size: 11,623 square feet

Existing floor area ratio: 28.59 percent

Total floor area ratio with addition: 30.05 percent

Planning Commission, March 26, 2025

Commissioners Present: Anurag Jain, Brandon Pace, Stephanie Wedge, and Chair Ken Morgan

Commissioners Absent: Vivek Mohan

P24-0596, Pleasanton Unified School District, 0 Vineyard Avenue

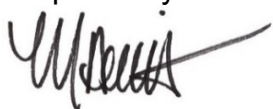
Application for Vesting Tentative Map 8724, a 27-lot subdivision, an approximately 3-acre park lot with bioretention areas, and a lot for the internal streets.

Action Recommended: Adopt Resolution No. PC-2025-06 approving the application.

Action Taken: Adopted Resolution No. PC-2025-06, as recommended.

Vote: 4-0

Prepared by:



Melinda Denis
Zoning Administrator

Submitted by:



Ellen Clark
Director of Community
Development

Approved by:



Gerry Beaudin
City Manager

CITY COUNCIL AGENDA REPORT

April 15, 2025
Community Development

TITLE: ADOPT A RESOLUTION TO APPROVE THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION ADVISORY BOARD'S \$628,665 EXPENDITURE PLAN FOR FISCAL YEAR 2025/2026

SUMMARY

The Altamont Settlement Agreement Education Advisory Board (EAB) annually prepares an Expenditure Plan for consideration by the authorizing entities. The proposed Expenditure Plan for Fiscal Year 2025/2026 has been submitted for approval by the City Council. In accordance with the Altamont Settlement Agreement, concurrence by the Northern California Recycling Association (NCRA), the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors is necessary to fund any proposed allocation from the Education Account. The Expenditure Plan outlines the Board's proposed funding allocations for recycling and education program grants. The EAB is requesting the Pleasanton City Council approve the Expenditure Plan for the upcoming fiscal year.

RECOMMENDATION

Adopt a resolution to approve the Altamont Settlement Agreement Education Advisory Board's \$628,665 Expenditure Plan for Fiscal Year 2025/2026.

BACKGROUND

As part of the settlement of litigation over the expansion of the Altamont Landfill, the parties to the litigation agreement (Alameda County, Waste Management of Alameda County, the Cities of Livermore and Pleasanton, and various environmental groups) agreed that the County would impose a surcharge on incoming waste at the Altamont Landfill and Resource Recovery Facility and Vasco Road Landfill. Each January, the fee is reviewed in relation to the Consumer Price Index (CPI) for the most recent 12-month period and may be increased as appropriate. The portion of the fee that funds the Education Account is \$0.47 per ton originating from the Altamont Landfill, and \$0.46 per ton originating from the Vasco Road Landfill, which generates approximately \$600,000 annually.

The Altamont Settlement Agreement EAB meets approximately monthly. The EAB consists of five voting members, including two members from the Northern California Recycling Association, one member from the City of Pleasanton (seat currently vacant), one member from the City of Livermore, and one member from the Alameda County Recycling Board. The Pleasanton representative Board seat is currently vacant, and a board member is being sought.

The EAB can propose the allocation of funds in the Education Account to support diversion education programs, job training in the field of waste diversion and recycling, and to mitigate the impacts of the Altamont Landfill on the affected neighboring community.

DISCUSSION

The Altamont Settlement Agreement requires the EAB to submit a proposed allocation of funds on an annual basis by April 1. In accordance with the Altamont Settlement Agreement, concurrence by the NCRA, the Cities of Pleasanton and Livermore, and Alameda County is necessary to fund any proposed allocation from the Education Account.

On January 27, 2025, the EAB unanimously approved the proposed 2025/2026 Expenditure Plan (see Exhibit A of Attachment 1). The Expenditure Plan outlines a process for funding mini-grants, annual competitive grants, multi-year grants, Alameda Landowners Against Mismanagement (ALARM) mitigation grants, and Board-initiated projects, setting funding goals for each grant category. For Fiscal Year 2025/2026, the EAB is proposing the following schedule for disbursement of funds, totaling \$628,665:

- \$286,000 in project grants
- \$135,000 in mini-grants
- \$110,040 in multi-year grants
- \$50,000 in EAB-initiated projects
- \$12,625 for financial management and administrative support (City of Livermore)
- \$30,000 for staff support
- \$5,000 for EAB communications, website
- \$0 for landfill mitigation projects (ALARM – fund has reached maximum amount of \$100,000).

Additional grants may be awarded from unexpended funds allocated for previous fiscal years held in stewardship by the City of Livermore. The current unexpended fund balance is approximately \$25,000.

Each year the EAB provides an Annual Report to the authorizing entities detailing the programs that were funded the previous year and the related success rates of each funded program. The 2024 Annual Report can be found in Attachment 2. Grants awarded in 2024 included a \$5,000 grant to the Canyon Meadows HOA in Pleasanton to support its composting and recycling expansion, a \$3,000 grant to Tri-Valley Haven's Food Pantry Grocery Rescue Program to help fund a driver to pick up recovered food from local grocery stores, and a \$40,000 grant to the Pleasanton-based Go Green Initiative for its continued work with the Hayward Unified School District to prevent and reduce waste in schools.

Pleasanton has encouraged the EAB to seek out ways of expanding outreach and education of this grant program, to increase community knowledge and opportunity for distribution of grant funds within the county. City staff involved in efforts related to waste reduction and recycling have been made aware of the EAB grant program so they may review opportunities and potentially seek grant funds for City-related efforts in the future, as well as share information on the availability of the grant program to interested community groups, nonprofits, educational institutions, and other parties within the city that may benefit from this available funding. The annual grant application period typically runs from January to March. Information on the EAB and its grant program is available at <http://www.altamonteab.org/>.

EQUITY AND SUSTAINABILITY

This item aligns with the City's equity and sustainability goals by supporting environmentally beneficial efforts throughout the county to improve waste diversion and recycling with a substantial portion of the funds allocated to school districts and non-profits in disadvantaged communities throughout Alameda County.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action is aligned with the City's ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, which includes a focus on environmental stewardship.

FISCAL IMPACT

There is no financial impact to the City associated with this action. The funding source for the EAB grant recipients is the Altamont Settlement Agreement Education Account. Alameda County will release the funds following approval from NCRA, the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors. The 2025/2026 Expenditure Plan proposes allocating \$628,665 for EAB grants and administration.

Prepared by:



Jennifer Miller, Management Analyst
Ellen Clark, Director of Community Development

Submitted by:



Ellen Clark, Director of Community Development

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Resolution with Exhibit A (2025-2026 Expenditure Plan)
2. 2024 Annual Report

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON,
APPROVING THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION
ADVISORY BOARD EXPENDITURE PLAN FOR FISCAL YEAR 2025/2026**

WHEREAS, as part of the Altamont Landfill Settlement Agreement, the Altamont Education Advisory Board was created; and

WHEREAS, the Advisory Board is charged with the responsibility to annually propose an allocation of funds from the Education Account, to fund education programs; and

WHEREAS, the funds allocated in the Education Account are generated from the \$0.47 per ton (Altamont Landfill) and \$0.46 per ton (Vasco Road Landfill) surcharge which amount to approximately \$600,000 annually; and

WHEREAS, the funds allocated to the Education Account are dedicated to support diversion education programs, job training in the field of waste diversion and recycling, and mitigation programs to reduce the impacts of the landfill operations on the affected neighboring community; and

WHEREAS, the 2025/2026 Expenditure Plan proposes to achieve the stated goals through creation of mini-grant programs and project grants; and

WHEREAS, in accordance with the Altamont Settlement Agreement, concurrence by the Northern California Recycling Association, the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors is necessary to fund any proposed allocation from the Education Account.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

SECTION 1: City Council authorizes the Altamont Settlement Agreement Education Advisory Board Expenditure Plan for Fiscal Year 2025/2026, as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference.

SECTION 2: City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 15, 2025.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 15th day of April, 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

2025/2026 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 2, 2024

Plan Summary

The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for diversion education programs, job training in the field of waste diversion and recycling and mitigating the impacts of the landfill operations on the affected neighboring community. Funds generated from the approximate \$0.47 per ton surcharge originating from the Altamont Landfill and approximate \$0.46 originating from the Vasco Road Landfill, which are expected to amount to approximately \$600,000 annually. This per ton surcharge fee will be increased based on the consumer price index effective January 1, 2025.

The Need

The Altamont Landfill and Vasco Road Landfill accept material for disposal from Alameda County jurisdictions, and from the city of San Ramon. Funding programs in diversion education and job training in waste diversion and recycling throughout the landfill service area will preserve the life of the landfill and save resources.

Target Sectors

- Environmental education programs that serve schools
- Non-formal environmental education programs, serving students K-12
- Community-based environmental education programs
- Job training programs in the field of waste diversion and recycling
- Support to institutions and communities required to conform to new state laws, such as SB 1383

Funding Goals

- Allocate \$500,000 per year for education and job training programs in waste prevention, source reduction, reuse, recycling, composting, and procurement of recycled content products.
- Report measurable results to the Northern California Recycling Association (NCRA), Alameda County Board of Supervisors and cities of Livermore and Pleasanton on an annual basis.
- Provide up to two cents (\$0.02) of every forty-five cents (\$0.45) of the Education Account to Alameda Landowners Against Mismanagement (ALARM) for landfill mitigation projects (pursuant to Settlement Agreement sec. 7.3.3)
- The EAB would like to recognize the City of Livermore for its efforts to share in the cost in support of the mission of the EAB by agreeing to provide fiscal and administrative support consistent with Section 7.6.2 of the Settlement Agreement, which is in

the public interest and allows for up to 2% of the annual receipts to be spent on administrative costs.

Objectives

Grants and projects:

- ❑ Mini-grants – The mini-grant program awards up to \$5,000 to all eligible projects that meet award criteria up to the funding allocation amount. In 2024-25, mini-grants supported environmental science programs and school recycling and composting infrastructure projects.
- ❑ Project grants – The annual grant program would award competitive grants up to \$50,000 for projects that would make significant contributions to the development of sustainable diversion education programs and job training in waste prevention and recycling. Types of projects could include: curriculum development, district-wide diversion education programs, job training programs, and community-based programs.
- ❑ Multiple year grants – Allow applicants for the annual grant program, to propose multiple year grants for up to three years of on-going support.
- ❑ Board initiated projects – Board initiated projects include projects for which a separate solicitation will need to be performed or special projects to be developed by the Board that fulfill a special niche or program area not addressed by the grants program. Types of projects could include job training partnerships, outreach programs, video and website development, and joint projects with other agencies.

Deliverables and Major Milestones

2025-26 Continue to develop job-training partnerships with education institutions, state and community colleges.

1/2025 Initiate development of 2025-26 expenditure plan.

1/2025 Release Request for Grant Applications.

3/2025 Annual expenditure plan to NCRA, Board of Supervisors and cities of Livermore and Pleasanton.

5/2025 Award project grants for 2025-26 school year.

2025/2026 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 2, 2024

Assumptions

- ❑ The environmental education community perceives a need for diversion education programs and can develop grant proposals that meet the goals and objectives of the parties to the settlement agreement and the Education Advisory Board.
- ❑ The Education Advisory Board can identify appropriate partners for enhancing or developing job training programs in waste prevention and recycling.

Constraints

- ❑ COVID pandemic has required flexibility and adaptability in required timelines and milestones.
- ❑ Teachers and others involved in environmental education are very busy and may not respond to grant solicitations.
- ❑ Other funding agencies, such as the Alameda County Waste Management Authority and Source Reduction and Recycling Board may have differing priorities that dominate the program offerings.
- ❑ The Education Account has limited funds that must be stretched over a large service area.

Proposed Allocations

Board communications, website	\$5,000
Mini-grants	\$135,000
Project grants	\$286,000
Board initiated projects	\$50,000
Multi-year grants	\$110,040
ALARM mitigation projects*	\$0
Staff Support	\$30,000
Fund management and support	\$12,625
TOTAL	\$628,665

All unexpended funds from previous grant years will be carried over and, if necessary, applied to the 2026-2027 grant year.

*ALARM fund has reached maximum amount of \$100,000



EDUCATION ADVISORY BOARD

Altamont Landfill Settlement Agreement

2024 Annual Report

NCRA
Chair
Ruth Abbe

City of Livermore
Vice-chair
Fenna Gatty

City of Pleasanton
Vacant

NCRA
Devin Jackson

Alameda County
Recycling Board
Eric Havel

Board Assistant
Lauren Jenkins

Background

In 1999, the cities of Livermore and Pleasanton, the Sierra Club and the Northern California Recycling Association (NCRA) entered into a settlement agreement with Alameda County and Altamont Landfill. The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for recycling education programs, job training in the field of waste prevention and recycling and mitigating the impacts of the landfill operations in the affected community. Funds generated from the \$0.47 and \$0.46 per ton surcharge amount to approximately \$600,000 annually.

There are five voting members on the Education Advisory Board: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; two appointed by NCRA; and the Alameda County Recycling Board's Environmental Educator.

The role of the Education Advisory Board is to annually propose the allocation of funds from the Education Account by submitting an Expenditure Plan by April 1 of each year. Concurrence of Alameda County, the cities of Livermore and Pleasanton, and NCRA on the Expenditure Plan is necessary before funds are allocated.

Funds are collected from the Altamont Landfill by the Alameda County Treasurer. The County then remits the annual allocation to the agency administering the funds (07-08 City of Pleasanton, 08-13 and out years, City of Livermore) for disbursement to grant recipients.

2024 Activities

The 2024 Expenditure Plan was approved by each of the parties in the spring of 2024. The Expenditure Plan proposed the following allocations:

Board Communications, website	\$5,000
Mini-Grants	\$135,000
Project Grants	\$286,000
Board Initiated Project Grants	\$50,000
Multi-Year Grants	\$114,000
ALARM mitigation projects	\$0
Staff Support	\$30,000
Fund management & support	\$11,220
TOTAL	\$631,220

Based on the allocation established by the Expenditure Plan, the Education Advisory Board released a Request for Grant Applications for mini-grants, project grants, board initiated project grants and multi-year grants pursuant to the guidelines established in the settlement agreement.

Mini-grants

The Education Advisory Board awarded 28 Mini-Grants for projects meeting the grant criteria, as follows:

Mini-Grant #: 24-01 BUSD Farm and Garden Program at Sylvia Mendez, Composting and Climate Change, Berkeley, West County, \$2,444.46 - Funds will be used to help students understand why it is beneficial to compost food waste and divert it from the traditional waste stream by creating a pilot project, developed in conjunction with the elementary science teachers throughout Berkeley Unified's farm and gardening program.

Mini-Grant #: 24-02 Castro Valley Sanitary District, Zero Waste Book & Movie Donation to Castro Valley Library-Part Two, Castro Valley, West County, \$2,418.00 - Funds will be used to purchase and donate zero waste and waste reduction-related books for the Castro Valley Library, thus providing a learning opportunity for the students and changing the culture and behavior of waste prevention and recycling in the community.

Mini-Grant #: 24-03 Community Action for a Sustainable Alameda., CASA Youth Social Media Internship, Alameda, West County, \$5,000.00 - Funds will be used to provide stipends for four teens over 7-12 months, while also supplementing Ms. Robinson’s time, to foster youth leadership and drive a sustainable change in the community regarding food waste diversion, home composting advocacy, recycling initiatives and public three-stream awareness campaigns.

Mini-Grant #: 24-04 Resilience Birthright Inc., Resilience Go-Green Alameda County, Alameda, West County, \$5,000.00 - Funds will be used to provide comprehensive environmental education resources to K-12 students through classroom visits, special K-2 programming and K-12 assemblies and presentations.

Mini-Grant #: 24-05 Forestr.org, Gleaning: Courses on Food Waste Prevention, Castro Valley, West County, \$5,000.00 - Funds will be used to increase public knowledge about the existence of excess, fresh local produce and the issue of food waste, while also broadening the practice of gleaning to prevent waste; develop and distribute educational resources, alongside practical training for gleaning leaders and their teams; enhance the scope of the complimentary gleaning services; offer part-time environmentally friendly job opportunities.

Mini-Grant #: 24-06 KIDS for the BAY, Blue Watershed Classrooms Program, Berkeley, West County, \$5,000.00 - Funds will be used to provide the Blue Watershed Classrooms Program to support teachers from under-resources elementary schools by focusing on changing the school culture and behaviors around waste prevention and will promote recycling and practicing the Five Rs in partner school communities.

Mini-Grant #: 24-07 Canyon Meadows Homeowners Association, Canyon Meadows Composting & Recycling Expansion, Pleasanton, East County, \$5,000.00 - Funds will be used to purchase 6 composting bins to service the entire condominium community as well as providing educational content to the adults and children in the community on proper usage at events such as Community Earth Day, neighborhood block parties and literature and signage.

Mini-Grant #: 24-08 Resilience Birthright Inc., The Story of CARP, Alameda, West County, \$5,000.00 - Funds will be used to produce a 3-minute short film aimed at simplifying and explaining the City of Alameda’s Climate Action and Resiliency Plan (CARP) for the general public.

Mini-Grant #: 24-09 Spokeland, Spokeland Program Expansion, Oakland, West County, \$5,000.00 - Funds will be used to supplement existing funding for four main programs: Mechanic Mentor, Do-It-Together, Self-Service and Bike Build programs. The 4 programs offer educational opportunities for the students and the community, promote waste prevention and recycling culture, and provide steppingstones for students who wish to pursue careers in waste prevention and recycling.

Mini-Grant #: 24-10 Cecelia Mosher-Clark, Sew what you using?, Oakland, West County, \$5,000.00 - Funds will be used to support weekly workshops that provides community access to sewing machines, recycled materials and instructional guidance in maintaining sewing machines and utilizing recycled materials in soft goods/textile design.

Mini-Grant #: 24-11 King Middle School, Zero Food Landfill at King Middle School by 2025/26, Berkeley, West County, \$5,000.00 - Funds will be used to develop a pilot program for multiple processes that can achieve virtually Zero Food Waste at King Middle School by 2025/26.

Mini-Grant #: 24-12 Fikit Clinic, Teen Repairing at Asian Branch Library, Berkeley, West County, \$5,000.00 - Funds will be used to hold teen-oriented repair programming at the Asian Branch Library of the Oakland Public Library.

Mini-Grant #: 24-13 Fikit Clinic, Hayward Library Fikit Clinics, Berkeley, West County, \$5,000.00 - Funds will be used to hold two Saturday “big production” Fikit Clinics at the Hayward Main Library as a mechanism for seeding an ethos of “Always There Repair” throughout Hayward, neighboring cities, and Alameda County county-wide.

Mini-Grant #: 24-14 Cecelia Mosher-Clark, SoftWEAR at Hardware/SoftWEAR Hack Night, Oakland, West County, \$5,000.00 - Funds will be used to host a weekly event at Sudo Room assisting participants with fixing sewing machines and repairing textiles and soft goods, every Tuesday.

2024 Funding Allocation

Total Allocations for 2024 were as follows:

Board Communications, website	\$5,000.00
Mini-Grants	\$127,417.46
Project Grants	\$293,526.00
Multi-Year Grants (Year 1)	\$50,000.00
Multi Year Grants (Year 2).	\$63,835.00
Multi Year Grants (Year 3).	\$50,000.00
Board Initiated Project Grants	\$0
ALARM mitigation projects	\$0
Staff Support	\$30,000.00
<u>Fund management & support</u>	<u>\$11,220.00</u>
Total 2024 Expenditures	\$639,998.46

Mini-Grant #: 24-15 Waterside Workshops, Street Level Cycles Internship, Berkeley, West County, \$5,000.00 - Funds will be used to benefit the bicycle education and reuse program, including a retail bicycle shop, bike repair service and community open shop.

Mini-Grant #: 24-16 Local Ecology and Agriculture Fremont (LEAF), Urban Garden Education Center: Building healthy soil and communities, Fremont, West County, \$5,000.00 - Funds will be used to focus on soil health and composting to produce a thriving garden that localizes the food supply chain, waste reduction efforts, and composting as well as setting the foundation for educational programs in soil science.

Mini-Grant #: 24-17 Alameda Point Collaborative, New Bins for Better Waste Prevention, Recycling and Composting Programs, Alameda, West County, \$5,000.00 - Funds will be used to roll-out an education program that includes newsletters, posters and signage that will help educate the community to help minimize the amount of waste ending up in a landfill as well as host weekly breakfast meetings and a monthly community meeting for residents.

Mini-Grant #: 24-18 Ecology Center, Reusable Foodware Educational Campaign, Berkeley, West County, \$5,000.00 - Funds will be used to educate East Bay community members on the negative impacts of single use disposable foodware use by using both digital and in-person outreach through social media, blogs and/or op-eds, table at local events and at least one event solely dedicated to the topic.

Mini-Grant #: 24-19 Collective Resilience, Zero Waste at Resilience Hubs and Spaces, Santa Rosa, West County, \$4,000.00 - Funds will be used to compile online resources focused on waste reduction, provide a waste audit and funding for new waste reduction infrastructure for at least two sites developing as resilience hubs and to share about waste reduction at resilience hubs with new audiences.

Mini-Grant #: 24-20 Lincoln Middle School, Green Leadership Club, Alameda, West County, \$5,000.00 - Funds will be used to fund teacher time for a new lunchtime schoolwide Green leadership Club as well as a stipend for staff time and a stipend for an assistant teacher to co-lead.

Mini-Grant #: 24-21 urban university, Single Moms Sewing Project, Oakland, West County, \$5,000.00 - Funds will be used to support a 12-week job training component that creates community awareness of the impact of fashion on the environment, mitigates the impact of landfill operations through the upcycling of clothing textiles into new consumer products, and offer the City of Oakland a community-based solution.

Mini-Grant #: 24-22 Community Action for a Sustainable Alameda, Alameda Reusables To Go Expansion #1, Alameda, West County, \$4,875.00 - Funds will be used to pilot to more cafes and Boba shops throughout Alameda to expand the project using the same technology to include reusable food ware and catering packs.

Mini-Grant #: 24-23 Community Action for a Sustainable Alameda, Alameda Reusables To Go Expansion #2, Alameda, West County, \$4,680.00 - Funds will be used to pilot to more cafes and Boba shops throughout Alameda and to expand the project using the same technology to include reusable food ware and reusable hot cups and cold cups.

Mini-Grant #: 24-24 Bay Area Redwood, Reclaimed Wood Compost Bins for Altamont Summer Concert Series, Hayward, West County, \$5,000.00 - Funds will be used to design, supply materials and fabricate 10 reclaimed wood bins to be used in the Vasco Row Commercial Zone in the City of Livermore.

Mini-Grant #: 24-25 Wee Poets, Wee Poets, Berkeley, West County, \$3,000.00 - Funds will be used to produce 2, 30-minute videotapes about recycling to spread the word about recycling to millions of children and adults.

Mini-Grant #: 24-26 Mission San Jose High School-Special Education Department, Composting in our Classrooms, Fremont, West County, \$5,000.00 - Funds will be used to develop a composting program to help reduce green waste in the school by composting kitchen and cooking scraps in the classroom.

Mini-Grant #: 24-27 St. Bartholomew's Episcopal Church, Revitalization of the Big Heart Garden, Livermore, East County, \$3,000.00 - Funds will be used to fund stipends and provide education to the volunteers that provide food weekly to approximately 120 individuals.

Mini-Grant #: 24-28 Tri-Valley Haven, Support for Tri-Valley Haven's Food Pantry Grocery Rescue Program, Livermore, East County, \$3,000.00 - Funds will be used to pay for additional hours to a dedicated staff driver that assists with the grocery reuse program by picking up recovered food six days a week from at least nine grocery stores. The driver will be able to increase staff hours to 200 more hours a year, thus increases the food distributed to families in need.

The total 2024 Expenditure Plan budget of \$135,000 for Mini-Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of \$127,417.46 in Mini-Grants was approved.

Project Grants

The Education Advisory Board awarded 12 Project Grants to the following projects:

Project Grant #: 24-29 Oakland Unified School District, Special Staffing Support: Compost & Food Systems for OUSD Schools, Oakland, West County, \$20,000.00- Funds from this grant will be used to cover part of the salary of the Garden & Compost Specialist at Oakland Unified School District. The new staff member that will be hired for this project will contribute to The Center's work on key issues related to composting & waste reduction, garden cultivation, and TK-12 youth education and career exposure on these subjects.

Project Grant #: 24-30 Rebuilding Together East Bay North (RTEBN), ECO (Estate Clean Out), Berkeley, West County, \$27,000.00- Funds from this grant will be used to address the critical challenges surrounding waste diversion of household goods for reuse and access to employment for marginalized individuals.

Project Grant #: 24-31 Fixit Clinic, County-wide Chromebook Rescue, Berkeley, West County, \$15,450.00- Funds from this grant will be used to assist Alameda County schools and school districts in keeping Chromebooks in service in the communities by teaching and empowering students to convert Chromebooks into general purpose computers.

Project Grant #: 24-32 Center for Environmental Health (CEH), The Road to Reusables, Oakland, West County, \$30,000.00- Funds from this grant will be used to target schools in Alameda County to provide education and implementation resources that promote reusables, prevent waste in both food and food ware, and ideally implement reusables that can be effectively recycled at the end of their life.

Project Grant #: 24-33 The East Bay Depot for Creative Reuse, Castoffs to Classrooms-Continued, Oakland, West County, \$27,000.00- Funds from this grant will be used to educate businesses and manufacturers on responsible disposal of discarded materials; to divert reusable materials from the landfill by collecting discarded items from businesses and manufacturers; to provide reusable materials to educators at low-or-no-cost; to teach educators the many ways reuse can be incorporated into their classrooms, and provide a physical space for reuse and repair workshops.

Project Grant #: 24-34 Berkeley Public Schools Fund, Waste Themed Climate Action Projects in BUSD Climate Literacy, Berkeley, West County, \$23,000.00- Funds from this grant will be used to support classroom projects that actively engage students in waste diversion and reduction in K-8 schools in BUSD; collaborate between the Sustainability Department (maintenance and facilities) and Climate Literacy (Education Services) can be a successful holistic approach to whole school sustainability.

Project Grant #: 24-35 The Go Green Initiative, Delivering in Hayward Unified School District (AB 341, 1826 and SB 1383), Pleasanton, East County, \$40,000.00- Funds from this grant will be used to continue its work with Hayward Unified School District and deliver on the progress that is underway to implement 3-bin systems, train students and staff to prevent and reduce waste, and institutionalize integrated waste management in the district.

Project Grant #: 24-36 Alameda Food Bank, Full Circle Green Waste Diversion, Alameda, West County, \$20,000.00- Funds from this grant will be used to increase the capacity to receive perishable food items and redistribute them for human consumption as quickly as possible.

Project Grant #: 24-37 Earth Team, Waste Action Project-WAP 2.0, Richmond, West County, \$28,000.00- Funds from this grant will be used to provide 56 paid student interns and four schools with the support and resources they need to assess their campus' waste and recycling behaviors accurately and to take action to change those behaviors and the overall school culture regarding consumption and waste while developing a new TRADE/OVTA trash assessment standard that could be replicated in other schools.

Project Grant #: 24-38 Empowerment Works c/o WasteWhat, Expanding Community Access to Refillable, Healthy, Zero-Waste Grocery by Adopting EBT, Oakland, West County, \$20,000.00- Funds from this grant will be used to increase accessibility to low-waste services for the greater community by qualifying for Electronic Benefit Transfer (EBT) in the state of California, ensuring that the waste-reduction grocery offerings are accessible to individuals from diverse economic backgrounds.

Project Grant #: 24-39 Robot Garden, Fixit Clinic Expansion & Student Internships, Livermore, East County, \$18,000.00- Funds from this grant will be used to expand the internship program for participating high school and Las Positas College students teach a new generation of techs and engineers about product design, repairability, sustainability and waste reduction.

Project Grant #: 24-40 Common Vision, Regeneration Nation, Berkeley, West County, \$25,076.00- Funds from this grant will be used to spark and grow a movement for Regeneration Nation; support the regeneration of health soil by teaching kids how to compost; teach recycling to elementary school children; support SB1383 by distributing recovered food at 4 garden and community sites; produce an already scripted and planned MamaWanda garden video on worm composting and food waste reduction in schools and an additional Regeneration Nation video.

The total 2024 Expenditure Plan budget of \$286,000 for Project Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of \$293,526.00 in Project Grants was awarded.

Multi-Year Grants

The Education Advisory Board awarded 2 Multi-Year Grants in the 2024 cycle.

Multi-Year Grant #: 24-41(1) Green Schools Challenge, Alameda County Green Schools Challenge, Alameda, East County, \$30,000.00- Funds from this grant will be used to direct technical assistance to district child nutrition directors, district facility managers, custodial staff and faculty; classroom instruction in waste reduction, recycling and composting provided by a credentials teacher with expertise in Zero Waste; student green team training; equipment, including classroom bins and stickers, food share carts, green team aprons and pickers.

Multi-Year Grant #: 24-42(1) Oakland Leaf Foundation, Oakland Leaf's Love Cultivating Schoolyards program (LCS), Oakland, West County, \$20,000.00- Funds from this grant will be used to improve the health and wellbeing of and promote environmental conservation to East Oakland youth and will support financial literacy programming and a higher paid stipend for the youth interns.

The total 2024 Expenditure Plan budget of \$114,000 for Multi-Year Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of \$50,000.00 in Multi-Year Grants was awarded.

ALARM Mitigation Projects

Pursuant to the terms of the settlement agreement, the 2024 Expenditure Plan set aside \$0 for mitigation projects for landowners in the vicinity of the landfill. The Education Advisory Board corresponded with ALARM (Altamont Landowners Against Rural Mismanagement) to notify them of the available funding. No applications were submitted for consideration during the 2024 funding cycle. The Board will continue to communicate with ALARM regarding appropriate projects for funding.

April 15, 2025
Finance

TITLE: ACCEPT THE MONTHLY DISBURSEMENT AND INVESTMENT REPORT FOR FEBRUARY 2025

SUMMARY

Attached is the City of Pleasanton monthly disbursements and investment report for February 2025.

RECOMMENDATION

Accept claim disbursements in the amount of \$15,483,085 and the investment report for the month of February 2025.

BACKGROUND

The City's Investment Policy requires the Director of Finance to submit a monthly transaction report to the City Council within 60 days of the end of the reporting period in accordance with California Government Code Section 53607.

The Investment Policy also requires the Director of Finance to submit a quarterly report to the City Council on the status of the City's investment portfolio no later than 45 days after the end of each month. This report shall include the types of investments, the amount of money invested with various institutions, purchase and maturity dates, and yield on investments. The Director of Finance certifies that the investment portfolio is in compliance with the investment policy and that it will meet cash flow needs for the next six months.

This report also includes check and electronic payment information for February 2025.

DISCUSSION

The monthly disbursements and investment report provides transparency of the City's financial transactions and payments for review by the City Council. The medium term note with 3M Company matured on February 14, 2025. Following this maturity, all investments hold a rating of A or higher.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is a routine administrative matter of City business.

OUTREACH

No outreach was conducted, as this item is a routine administrative matter of City business.

STRATEGIC PLAN ALIGNMENT

Not applicable, as this item is a routine administrative matter.

FISCAL IMPACT

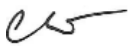
There is no fiscal impact associated with acceptance of this report.

Prepared by:

Wei Xin

Xin Wei, Junior Accountant

Submitted by:



Susan Hsieh, Director of Finance

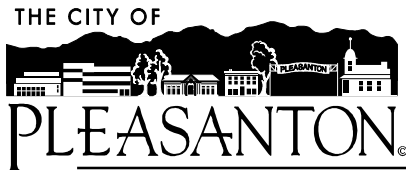
Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Disbursements and Investment Report



FEBRUARY 2025 DISBURSEMENTS

CHECK REGISTER*

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
2/3/2025	66939-67032	\$ 1,216,990
2/6/2025	67036-67113, 67115-67159	2,610,824
2/13/2025	67187-67327	626,114
2/20/2025	67333-67475, 67488	1,244,429
2/21/2025	67489	675
2/27/2025	67495-67624	1,374,973
		<u>\$ 7,074,004</u>

ACH PAYMENTS

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
2/3/2025	67033-67035	\$ 55,010
2/6/2025	67160-67186	3,198,558
2/13/2025	67328-67332	222,521
2/20/2025	67476-67484, 67486-67487	270,557
2/27/2025	67490-67494	287,495
	Payroll & Tax related ACH Payments	888,234
		<u>\$ 4,922,374</u>

WIRE TRANSFERS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2/21/2025	Escrow fees related to the Final ALTA Settlement Statement	\$ 6,697

PAYROLL TRANSFERS

<u>DATE</u>	<u>AMOUNT</u>
2/6/2025	\$ 1,743,890
2/20/2025	1,736,120
	<u>\$ 3,480,010</u>

TOTAL DISBURSEMENTS

\$ 15,483,085

* Detailed registers available upon request.



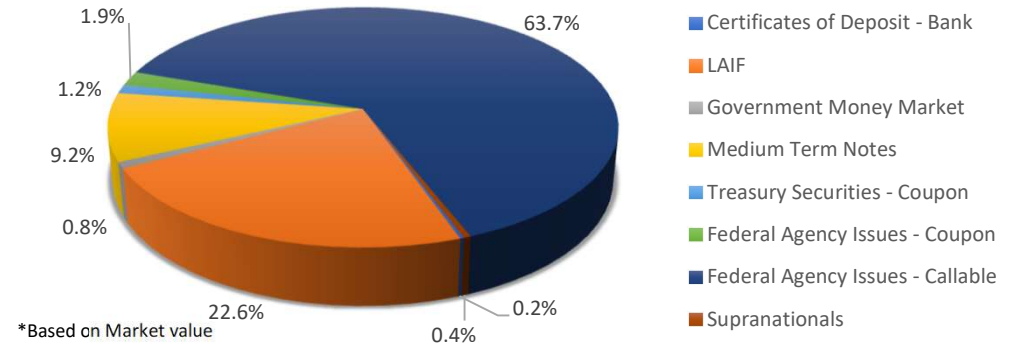
Portfolio Snapshot

February 28, 2025

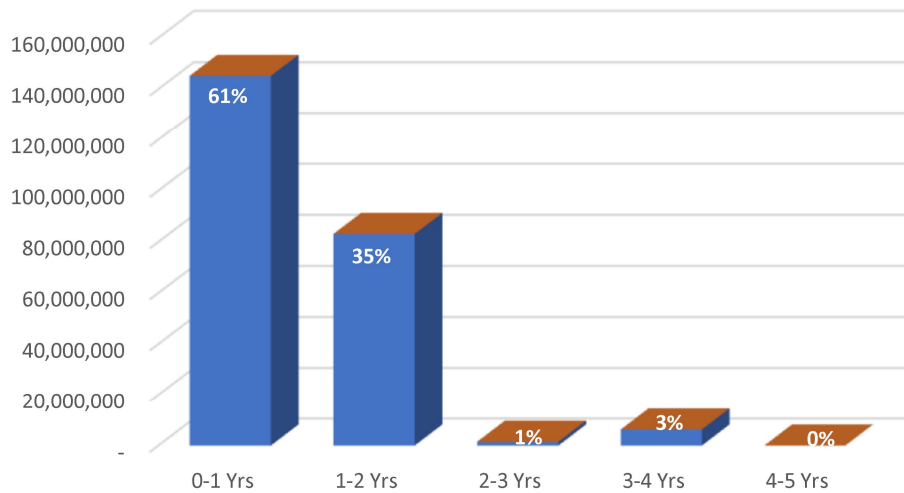
Portfolio Characteristics

Total Market Value	\$236,109,434
Effective Rate of Return	1.73%
Average Days to Maturity	329

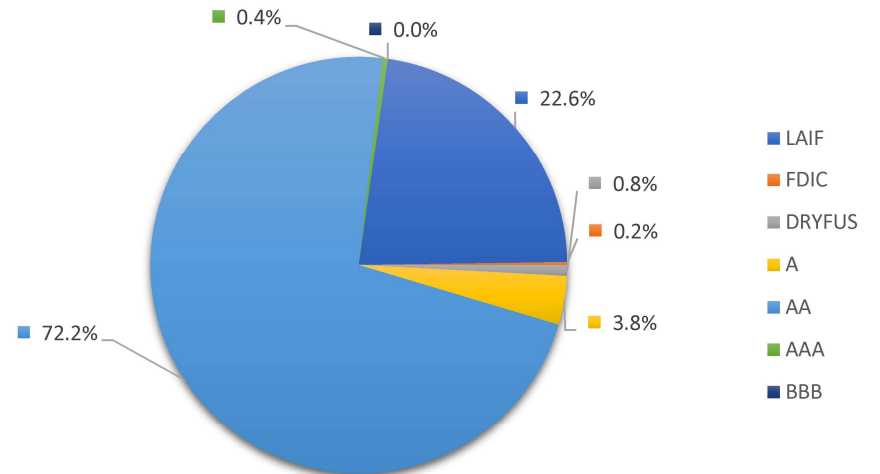
Sector Allocation



Maturity Distribution



Assigned Credit Ratings of Investments





CITY OF PLEASANTON
Portfolio Management
Portfolio Summary
February 28, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	482,414.16	482,414.16	482,414.16	0.20	233	31	4.182	4.240
LAIF	53,283,263.05	53,263,121.18	53,283,263.05	22.01	1	1	4.419	4.480
Gov't Money Market	1,965,605.90	1,965,605.90	1,965,605.90	0.81	1	1	4.054	4.110
Medium Term Notes	22,000,000.00	21,666,850.00	22,485,318.00	9.29	1,766	459	1.908	1.935
Federal Agency Issues - Coupon	3,000,000.00	2,857,110.00	2,995,657.09	1.24	1,825	660	1.262	1.280
Treasury Securities - Coupon	4,500,000.00	4,524,060.00	4,477,089.85	1.85	1,112	1,071	4.086	4.143
Federal Agency Issues - Callable	155,630,000.00	150,387,602.50	155,421,490.80	64.20	1,822	400	0.907	0.920
Supranationals	1,000,000.00	962,670.00	980,200.00	0.40	1,704	362	0.922	0.935
	241,861,283.11	236,109,433.74	242,091,038.85	100.00%	1,385	329	1.868	1.894
Investments								

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	350,618.40	2,670,028.97
Average Daily Balance	242,039,662.99	232,194,704.38
Effective Rate of Return	1.89%	1.73%

I hereby certify that, to the best of my knowledge, this report includes all investments in the cash management program, is in accordance with the City's current investment policy dated June 18, 2024 and will meet the City's cash flow needs for the next six months. Market value amounts are from Bank of New York Mellon (safekeeping bank) month-end statements. Book value amounts include premiums or discounts and are adjusted at year end on the general ledger.

4/5/2025

SUSAN HSIEH, DIRECTOR OF FINANCE

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
February 28, 2025

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS-1094	1093-4	Fremont Bank		12/21/2024	232,414.16	232,414.16	232,414.16	3.540	3.492	3.540	20	03/21/2025
SYS 1091	1091-2	United Business Bank		04/11/2024	250,000.00	250,000.00	250,000.00	4.890	4.823	4.890	41	04/11/2025
Subtotal and Average			482,414.16		482,414.16	482,414.16	482,414.16		4.182	4.240	31	
LAIF												
SYS5	5	LOCAL AGENCY INVESTMENT FUND			53,283,263.05	53,263,121.18	53,283,263.05	4.480	4.419	4.480	1	
Subtotal and Average			53,283,263.05		53,283,263.05	53,263,121.18	53,283,263.05		4.419	4.480	1	
Gov't Money Market												
X9USDCRGO	7-1	Dryfus Govt Cash Mgmt 672		08/23/2024	1,613,126.65	1,613,126.65	1,613,126.65	4.110	4.054	4.110	1	
X9USDCRGO	7-2	Dryfus Govt Cash Mgmt 672		12/05/2024	352,479.25	352,479.25	352,479.25	4.110	4.054	4.110	1	
Subtotal and Average			2,996,093.90		1,965,605.90	1,965,605.90	1,965,605.90		4.054	4.110	1	
Medium Term Notes												
30231GAF9	6056	EXXON MOBIL CORPORATION		03/11/2020	3,000,000.00	2,999,550.00	3,145,587.00	2.709	1.667	1.690	5	03/06/2025
89788JAA7	6058	Truist Bank		03/13/2020	2,000,000.00	1,998,820.00	1,969,486.00	1.500	1.796	1.821	9	03/10/2025
30231GBH4	6064	EXXON MOBIL CORPORATION		04/20/2020	2,000,000.00	1,998,740.00	2,113,800.00	2.992	1.753	1.777	18	03/19/2025
89236THW8	6067	Toyota Motor Credit Corp		03/09/2021	3,000,000.00	2,911,560.00	2,959,140.00	0.800	1.075	1.090	314	01/09/2026
037833EB2	6065	Apple Inc.		02/08/2021	2,000,000.00	1,934,700.00	1,996,860.00	0.700	0.722	0.732	344	02/08/2026
037833BY5	6066	Apple Inc.		02/23/2021	3,000,000.00	2,968,380.00	3,331,380.00	3.250	0.967	0.981	359	02/23/2026
46632FSCO	6068	JPMorgan Chase Bank NA		06/22/2021	3,000,000.00	2,840,640.00	3,000,000.00	1.100	1.085	1.100	478	06/22/2026
24422EXH7	6073	JOHN DEERE CAPITAL CORP		01/15/2025	500,000.00	501,185.00	491,705.00	4.500	4.894	4.962	1,417	01/16/2029
78017DAA6	6080	ROYAL BANK OF CANADA		02/20/2025	500,000.00	504,605.00	501,950.00	4.965	4.787	4.854	1,425	01/24/2029
06406RBN6	6074	BANK OF NEWYORK MELLON		01/15/2025	500,000.00	500,795.00	493,470.00	4.543	4.835	4.902	1,433	02/01/2029
00287YDS5	6079	ABBVIE INC.		02/20/2025	500,000.00	504,905.00	500,950.00	4.800	4.682	4.747	1,475	03/15/2029
91324PEH1	6078	UNITED HEALTH GROUP INC.		02/20/2025	500,000.00	489,700.00	485,910.00	4.000	4.676	4.741	1,536	05/15/2029
61747YFF7	6069	MORGAN STANLEY		12/20/2024	500,000.00	511,390.00	505,770.00	5.449	5.091	5.162	1,602	07/20/2029
06051GHM4	6076	Bank of America		01/15/2025	500,000.00	492,735.00	484,830.00	4.271	4.960	5.029	1,605	07/23/2029
46647PDU7	6070	JPMorgan Chase & CO		12/20/2024	500,000.00	509,145.00	504,480.00	5.299	5.007	5.077	1,606	07/24/2029
Subtotal and Average			22,406,042.80		22,000,000.00	21,666,850.00	22,485,318.00		1.908	1.935	459	
Federal Agency Issues - Coupon												
3130AQF65	3576	FEDERAL HOME LOAN BANK		12/22/2021	3,000,000.00	2,857,110.00	2,995,657.09	1.250	1.262	1.280	660	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,857,110.00	2,995,657.09		1.262	1.280	660	

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Treasury Securities - Coupon												
91282CLS8	2357	U S TREASURY		12/20/2024	750,000.00	751,057.50	747,421.88	4.125	3.386	3.433	609	10/31/2026
91282CLX7	2356	U S TREASURY		12/20/2024	750,000.00	752,460.00	745,810.55	4.125	4.271	4.331	989	11/15/2027
91282CMF5	2364	U S TREASURY		01/15/2025	750,000.00	755,212.50	745,283.20	4.250	4.415	4.476	1,050	01/15/2028
91282CHE4	2366	U S TREASURY		02/20/2025	750,000.00	741,420.00	735,000.00	3.625	3.697	3.748	1,187	05/31/2028
91282CHX2	2367	U S TREASURY		02/20/2025	750,000.00	758,790.00	751,699.22	4.375	4.246	4.305	1,279	08/31/2028
91282CJA0	2365	U S TREASURY		01/15/2025	750,000.00	765,120.00	751,875.00	4.625	4.493	4.555	1,309	09/30/2028
Subtotal and Average			3,474,501.50		4,500,000.00	4,524,060.00	4,477,089.85	4.086	4.143	4.171		
Federal Agency Issues - Callable												
3133ELQ49	4537	FEDERAL FARM CREDIT BANK		07/06/2020	3,000,000.00	2,963,970.00	2,997,750.00	0.700	0.706	0.715	121	06/30/2025
3136G4YH0	4538	FEDERAL NATIONAL MORTGAGE ASSN		07/14/2020	3,250,000.00	3,206,385.00	3,248,862.50	0.700	0.697	0.707	135	07/14/2025
3136G4A45	4541	FEDERAL NATIONAL MORTGAGE ASSN		07/22/2020	3,000,000.00	2,957,670.00	3,000,000.00	0.710	0.700	0.710	143	07/22/2025
3130AJZ36	4544	FEDERAL HOME LOAN BANK		08/27/2020	3,000,000.00	2,947,710.00	2,997,000.00	0.600	0.612	0.620	179	08/27/2025
3134GWA55	4545	FREDDIE MAC		09/09/2020	3,000,000.00	2,944,320.00	2,998,950.00	0.650	0.648	0.657	192	09/09/2025
3133EMBJ0	4548	FEDERAL FARM CREDIT BANK		10/05/2020	3,340,000.00	3,269,325.60	3,336,660.00	0.530	0.543	0.550	212	09/29/2025
3134GWW93	4547	FREDDIE MAC		09/30/2020	3,000,000.00	2,936,580.00	3,000,000.00	0.550	0.542	0.550	213	09/30/2025
3134GWWT9	4549	FREDDIE MAC		10/07/2020	3,000,000.00	2,936,580.00	2,997,600.00	0.550	0.559	0.566	213	09/30/2025
3134GW3F1	4550	FREDDIE MAC		10/28/2020	3,000,000.00	2,930,250.00	3,000,000.00	0.600	0.592	0.600	241	10/28/2025
3130AKGD2	4553	FEDERAL HOME LOAN BANK		11/25/2020	3,000,000.00	2,921,430.00	2,996,250.00	0.570	0.587	0.595	269	11/25/2025
3135GA3W9	4552	FEDERAL NATIONAL MORTGAGE ASSN		11/25/2020	3,000,000.00	2,922,510.00	3,000,000.00	0.600	0.592	0.600	269	11/25/2025
3134GXDM3	4554	FREDDIE MAC		12/01/2020	3,000,000.00	2,920,290.00	3,000,000.00	0.620	0.612	0.620	275	12/01/2025
3130AKQ74	4555	FEDERAL HOME LOAN BANK		01/22/2021	3,000,000.00	2,906,880.00	3,000,000.00	0.625	0.616	0.625	327	01/22/2026
3130AKRN8	4557	FEDERAL HOME LOAN BANK		01/28/2021	3,000,000.00	2,905,590.00	3,000,000.00	0.650	0.641	0.650	333	01/28/2026
3135G06R9	4556	FEDERAL NATIONAL MORTGAGE ASSN		01/28/2021	3,000,000.00	2,903,490.00	3,000,000.00	0.550	0.542	0.550	333	01/28/2026
3130AKXQ4	4558	FEDERAL HOME LOAN BANK		02/12/2021	3,000,000.00	2,901,300.00	3,000,000.00	0.600	0.109	0.110	348	02/12/2026
3130AL3S1	4560	FEDERAL HOME LOAN BANK		02/17/2021	3,000,000.00	2,899,590.00	3,000,000.00	0.625	0.616	0.625	353	02/17/2026
3130AL5X8	4561	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,898,330.00	3,000,000.00	0.650	0.641	0.650	360	02/24/2026
3130AKXJ0	4562	FEDERAL HOME LOAN BANK		02/24/2021	3,125,000.00	3,018,468.75	3,122,500.00	0.600	0.608	0.616	360	02/24/2026
3130ALCV4	4563	FEDERAL HOME LOAN BANK		02/24/2021	3,000,000.00	2,901,930.00	3,000,000.00	0.750	0.740	0.750	360	02/24/2026
3130AKZ25	4559	FEDERAL HOME LOAN BANK		02/26/2021	3,000,000.00	2,898,960.00	3,000,000.00	0.650	0.641	0.650	362	02/26/2026
3130ALGR9	4572	FEDERAL HOME LOAN BANK		03/15/2021	3,000,000.00	2,904,570.00	2,989,560.00	0.850	0.909	0.922	362	02/26/2026
3130ALGR9	4574	FEDERAL HOME LOAN BANK		03/18/2021	3,000,000.00	2,904,570.00	2,985,960.00	0.850	0.934	0.947	362	02/26/2026
3130ALGR9	4577	FEDERAL HOME LOAN BANK		03/22/2021	3,000,000.00	2,904,570.00	2,982,510.00	0.850	0.958	0.971	362	02/26/2026
3130ALGR9	4579	FEDERAL HOME LOAN BANK		03/31/2021	3,000,000.00	2,904,570.00	2,978,517.00	0.850	0.986	1.000	362	02/26/2026
3130ALDN1	4565	FEDERAL HOME LOAN BANK		03/16/2021	3,000,000.00	2,895,690.00	3,000,000.00	0.800	0.789	0.800	380	03/16/2026
3130ALGC2	4569	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,896,170.00	3,000,000.00	0.875	0.863	0.875	387	03/23/2026

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Federal Agency Issues - Callable												
3130ALGC2	4576	FEDERAL HOME LOAN BANK		03/23/2021	3,000,000.00	2,896,170.00	2,987,700.00	0.875	0.946	0.959	387	03/23/2026
3133EMUK6	4575	FEDERAL FARM CREDIT BANK		03/25/2021	3,000,000.00	2,903,040.00	3,000,000.00	1.050	1.036	1.050	389	03/25/2026
3130ALMM3	4571	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,898,300.00	3,000,000.00	1.000	0.986	1.000	394	03/30/2026
3130ALNT7	4578	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,897,700.00	2,998,050.00	0.980	0.980	0.993	394	03/30/2026
3130ALMM3	4581	FEDERAL HOME LOAN BANK		04/05/2021	3,000,000.00	2,898,300.00	2,996,250.00	1.000	1.012	1.026	394	03/30/2026
3130ALUC6	4580	FEDERAL HOME LOAN BANK		04/15/2021	3,000,000.00	2,895,300.00	2,995,500.00	1.020	1.036	1.051	410	04/15/2026
3130AMCL4	4585	FEDERAL HOME LOAN BANK		05/20/2021	2,795,000.00	2,689,935.95	2,795,000.00	1.020	1.006	1.020	444	05/19/2026
3130AMH62	4587	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,884,860.00	2,998,500.00	1.000	0.996	1.010	451	05/26/2026
3130AMGW6	4588	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,884,170.00	2,998,950.00	0.980	0.974	0.987	451	05/26/2026
3130AMHB1	4590	FEDERAL HOME LOAN BANK		06/02/2021	2,750,000.00	2,640,357.50	2,746,562.50	0.875	0.888	0.901	451	05/26/2026
3130AMH62	4591	FEDERAL HOME LOAN BANK		06/02/2021	1,500,000.00	1,442,430.00	1,500,000.00	1.000	0.986	1.000	451	05/26/2026
3133EMH21	4595	FEDERAL FARM CREDIT BANK		06/24/2021	3,000,000.00	2,877,450.00	2,997,000.00	0.900	0.908	0.921	471	06/15/2026
3130AMSL7	4592	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,878,020.00	3,000,000.00	1.030	1.016	1.030	486	06/30/2026
3130AMYA4	4594	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,879,550.00	3,000,000.00	1.070	1.055	1.070	486	06/30/2026
3130AN2Q2	4596	FEDERAL HOME LOAN BANK		06/30/2021	1,500,000.00	1,438,425.00	1,500,000.00	1.000	0.986	1.000	486	06/30/2026
3130AMWK4	4597	FEDERAL HOME LOAN BANK		07/14/2021	3,000,000.00	2,872,470.00	2,999,250.00	1.020	1.011	1.025	500	07/14/2026
3130AP2P9	4598	FEDERAL HOME LOAN BANK		09/30/2021	3,000,000.00	2,853,690.00	2,983,500.00	0.920	1.019	1.033	578	09/30/2026
3130APC94	4599	FEDERAL HOME LOAN BANK		10/14/2021	3,000,000.00	2,857,890.00	2,997,750.00	1.070	1.071	1.085	592	10/14/2026
3130APU78	4600	FEDERAL HOME LOAN BANK		12/09/2021	530,000.00	504,999.90	526,947.20	1.300	1.401	1.421	633	11/24/2026
3130APUR4	4601	FEDERAL HOME LOAN BANK		12/09/2021	1,840,000.00	1,753,924.80	1,829,401.60	1.300	1.401	1.421	633	11/24/2026
3130APVC6	4602	FEDERAL HOME LOAN BANK		12/09/2021	3,000,000.00	2,860,830.00	2,988,000.00	1.375	1.439	1.459	640	12/01/2026
3130AQG80	4605	FEDERAL HOME LOAN BANK		01/03/2022	3,000,000.00	2,856,630.00	2,999,250.00	1.420	1.406	1.425	668	12/29/2026
3130AQG80	4606	FEDERAL HOME LOAN BANK		01/10/2022	3,000,000.00	2,856,630.00	2,982,750.00	1.420	1.519	1.541	668	12/29/2026
3130AQEC3	4603	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,854,200.00	3,000,000.00	1.370	1.351	1.370	669	12/30/2026
3130AQEF6	4604	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,854,470.00	2,998,500.00	1.375	1.366	1.385	669	12/30/2026
3130AQLD3	4607	FEDERAL HOME LOAN BANK		02/08/2022	3,000,000.00	2,869,860.00	2,975,010.00	1.750	1.900	1.926	698	01/28/2027
3130AQW66	4608	FEDERAL HOME LOAN BANK		03/08/2022	3,000,000.00	2,886,300.00	2,995,500.00	2.080	2.083	2.112	726	02/25/2027
Subtotal and Average			155,421,490.80		155,630,000.00	150,387,602.50	155,421,490.80		0.907	0.920	400	
Supranationals												
45950VPS9	7000	International Finance Corp		06/28/2021	1,000,000.00	962,670.00	980,200.00	0.500	0.922	0.935	362	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	962,670.00	980,200.00		0.922	0.935	362	

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Total and Average			242,039,662.99		241,861,283.11	236,109,433.74	242,091,038.85		1.868	1.894	329

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Certificates of Deposit - Bank													
SYS-1094	1093-4	FREMON		12/21/2024	232,414.16	232,414.16	232,414.16	3.540	20	3.540	1,577.87	0.00	03/21/2025
SYS 1091	1091-2	VCB		04/11/2024	250,000.00	250,000.00	250,000.00	4.890	41	4.890	10,851.78	0.00	04/11/2025
Subtotal and Average			482,414.16		482,414.16	482,414.16	482,414.16	4.240	31	4.240	12,429.65	0.00	
LAIF													
SYS5	5	LAIF			53,283,263.05	53,263,121.18	53,283,263.05	4.480	1	4.480	301,958.83	-20,141.87	
Subtotal and Average			53,283,263.05		53,283,263.05	53,263,121.18	53,283,263.05	4.480	1	4.480	301,958.83	-20,141.87	
Gov't Money Market													
X9USDCRGO	7-1	DRYFUS		08/23/2024	1,613,126.65	1,613,126.65	1,613,126.65	4.110	1	4.110	4,714.56	0.00	
X9USDCRGO	7-2	DRYFUS		12/05/2024	352,479.25	352,479.25	352,479.25	4.110	1	4.110	11,567.11	0.00	
Subtotal and Average			2,996,093.59		1,965,605.90	1,965,605.90	1,965,605.90	4.110	1	4.110	16,281.67	0.00	
Medium Term Notes													
30231GAF9	6056	XOM		03/11/2020	3,000,000.00	2,999,550.00	3,145,587.00	2.709	5	1.689	39,506.25	-146,037.00	03/06/2025
89788JAA7	6058	TRU		03/13/2020	2,000,000.00	1,998,820.00	1,969,486.00	1.500	9	1.821	14,250.00	29,334.00	03/10/2025
30231GBH4	6064	XOM		04/20/2020	2,000,000.00	1,998,740.00	2,113,800.00	2.992	18	1.777	26,928.00	-115,060.00	03/19/2025
89236THW8	6067	TOYOTA		03/09/2021	3,000,000.00	2,911,560.00	2,959,140.00	0.800	314	1.090	3,466.66	-47,580.00	01/09/2026
037833EB2	6065	APPL		02/08/2021	2,000,000.00	1,934,700.00	1,996,860.00	0.700	344	0.732	894.44	-62,160.00	02/08/2026
037833BY5	6066	APPL		02/23/2021	3,000,000.00	2,968,380.00	3,331,380.00	3.250	359	0.980	2,166.67	-363,000.00	02/23/2026
46632FSCO	6068	JP		06/22/2021	3,000,000.00	2,840,640.00	3,000,000.00	1.100	478	1.100	6,325.00	-159,360.00	06/22/2026
24422EXH7	6073	JDCC		01/15/2025	500,000.00	501,185.00	491,705.00	4.500	1417	4.962	2,734.81	9,480.00	01/16/2029
78017DAA6	6080	RBC		02/20/2025	500,000.00	504,605.00	501,950.00	4.965	1425	4.853	2,551.46	2,655.00	01/24/2029
06406RBN6	6074	BNYT		01/15/2025	500,000.00	500,795.00	493,470.00	4.543	1433	4.902	1,756.96	7,325.00	02/01/2029
00287YDS5	6079	ABBVIE		02/20/2025	500,000.00	504,905.00	500,950.00	4.800	1475	4.747	11,066.67	3,955.00	03/15/2029
91324PEH1	6078	UHGI		02/20/2025	500,000.00	489,700.00	485,910.00	4.000	1536	4.740	5,611.11	3,790.00	05/15/2029
61747YFF7	6069	MS		12/20/2024	500,000.00	511,390.00	505,770.00	5.449	1602	5.161	3,102.90	5,620.00	07/20/2029
06051GHM4	6076	BOFA		01/15/2025	500,000.00	492,735.00	484,830.00	4.271	1605	5.029	2,182.69	7,905.00	07/23/2029
46647PDU7	6070	JPMCC		12/20/2024	500,000.00	509,145.00	504,480.00	5.299	1606	5.076	2,723.10	4,665.00	07/24/2029
Subtotal and Average			22,406,042.80		22,000,000.00	21,666,850.00	22,485,318.00	2.423	459	1.935	125,266.72	-818,468.00	
Federal Agency Issues - Coupon													
3130AQF65	3576	FHLB		12/22/2021	3,000,000.00	2,857,110.00	2,995,657.09	1.250	660	1.280	7,291.66	-138,547.09	12/21/2026
Subtotal and Average			2,995,657.09		3,000,000.00	2,857,110.00	2,995,657.09	1.250	660	1.280	7,291.66	-138,547.09	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Treasury Securities - Coupon													
91282CLS8	2357	UST		12/20/2024	750,000.00	751,057.50	747,421.88	4.125	609	3.433	10,284.17	3,635.62	10/31/2026
91282CLX7	2356	UST		12/20/2024	750,000.00	752,460.00	745,810.55	4.125	989	4.330	9,059.05	6,649.45	11/15/2027
91282CMF5	2364	UST		01/15/2025	750,000.00	755,212.50	745,283.20	4.250	1050	4.476	3,962.36	9,929.30	01/15/2028
91282CHE4	2366	UST		02/20/2025	750,000.00	741,420.00	735,000.00	3.625	1187	3.747	6,834.43	6,420.00	05/31/2028
91282CHX2	2367	UST		02/20/2025	750,000.00	758,790.00	751,699.22	4.375	1279	4.304	90.64	7,090.78	08/31/2028
91282CJA0	2365	UST		01/15/2025	750,000.00	765,120.00	751,875.00	4.625	1309	4.554	5,797.09	13,245.00	09/30/2028
Subtotal and Average			3,474,501.50		4,500,000.00	4,524,060.00	4,477,089.85	4.190	1071	4.143	36,027.74	46,970.15	
Federal Agency Issues - Callable													
3133ELQ49	4537	FFCB		07/06/2020	3,000,000.00	2,963,970.00	2,997,750.00	0.700	121	0.715	-3,791.67	-33,780.00	06/30/2025
3136G4YH0	4538	FNMA		07/14/2020	3,250,000.00	3,206,385.00	3,248,862.50	0.700	135	0.707	2,970.14	-42,477.50	07/14/2025
3136G4A45	4541	FNMA		07/22/2020	3,000,000.00	2,957,670.00	3,000,000.00	0.710	143	0.710	2,307.50	-42,330.00	07/22/2025
3130AJZ36	4544	FHLB		08/27/2020	3,000,000.00	2,947,710.00	2,997,000.00	0.600	179	0.620	200.00	-49,290.00	08/27/2025
3134GWA55	4545	FHLMC		09/09/2020	3,000,000.00	2,944,320.00	2,998,950.00	0.650	192	0.657	9,316.67	-54,630.00	09/09/2025
3133EMBJ0	4548	FFCB		10/05/2020	3,340,000.00	3,269,325.60	3,336,660.00	0.530	212	0.550	7,474.18	-67,334.40	09/29/2025
3134GWW93	4547	FHLMC		09/30/2020	3,000,000.00	2,936,580.00	3,000,000.00	0.550	213	0.550	6,920.83	-63,420.00	09/30/2025
3134GWWT9	4549	FHLMC		10/07/2020	3,000,000.00	2,936,580.00	2,997,600.00	0.550	213	0.566	6,920.83	-61,020.00	09/30/2025
3134GW3F1	4550	FHLMC		10/28/2020	3,000,000.00	2,930,250.00	3,000,000.00	0.600	241	0.600	6,150.00	-69,750.00	10/28/2025
3130AKGD2	4553	FHLB		11/25/2020	3,000,000.00	2,921,430.00	2,996,250.00	0.570	269	0.595	4,560.00	-74,820.00	11/25/2025
3135GA3W9	4552	FNMA		11/25/2020	3,000,000.00	2,922,510.00	3,000,000.00	0.600	269	0.600	4,800.00	-77,490.00	11/25/2025
3134GXDM3	4554	FHLMC		12/01/2020	3,000,000.00	2,920,290.00	3,000,000.00	0.620	275	0.620	4,650.00	-79,710.00	12/01/2025
3130AKQ74	4555	FHLB		01/22/2021	3,000,000.00	2,906,880.00	3,000,000.00	0.625	327	0.625	2,031.25	-93,120.00	01/22/2026
3130AKRN8	4557	FHLB		01/28/2021	3,000,000.00	2,905,590.00	3,000,000.00	0.650	333	0.650	1,787.50	-94,410.00	01/28/2026
3135G06R9	4556	FNMA		01/28/2021	3,000,000.00	2,903,490.00	3,000,000.00	0.550	333	0.550	1,512.50	-96,510.00	01/28/2026
3130AKXQ4	4558	FHLB		02/12/2021	3,000,000.00	2,901,300.00	3,000,000.00	0.600	348	0.110	950.00	-98,700.00	02/12/2026
3130AL3S1	4560	FHLB		02/17/2021	3,000,000.00	2,899,590.00	3,000,000.00	0.625	353	0.625	729.17	-100,410.00	02/17/2026
3130AL5X8	4561	FHLB		02/24/2021	3,000,000.00	2,898,330.00	3,000,000.00	0.650	360	0.650	379.17	-101,670.00	02/24/2026
3130AKXJ0	4562	FHLB		02/24/2021	3,125,000.00	3,018,468.75	3,122,500.00	0.600	360	0.616	364.58	-104,031.25	02/24/2026
3130ALCV4	4563	FHLB		02/24/2021	3,000,000.00	2,901,930.00	3,000,000.00	0.750	360	0.750	437.50	-98,070.00	02/24/2026
3130AKZ25	4559	FHLB		02/26/2021	3,000,000.00	2,898,960.00	3,000,000.00	0.650	362	0.650	270.83	-101,040.00	02/26/2026
3130ALGR9	4572	FHLB		03/15/2021	3,000,000.00	2,904,570.00	2,989,560.00	0.850	362	0.922	354.17	-84,990.00	02/26/2026
3130ALGR9	4574	FHLB		03/18/2021	3,000,000.00	2,904,570.00	2,985,960.00	0.850	362	0.947	354.17	-81,390.00	02/26/2026
3130ALGR9	4577	FHLB		03/22/2021	3,000,000.00	2,904,570.00	2,982,510.00	0.850	362	0.971	354.17	-77,940.00	02/26/2026
3130ALGR9	4579	FHLB		03/31/2021	3,000,000.00	2,904,570.00	2,978,517.00	0.850	362	1.000	354.17	-73,947.00	02/26/2026
3130ALDN1	4565	FHLB		03/16/2021	3,000,000.00	2,895,690.00	3,000,000.00	0.800	380	0.800	11,000.00	-104,310.00	03/16/2026
3130ALGC2	4569	FHLB		03/23/2021	3,000,000.00	2,896,170.00	3,000,000.00	0.875	387	0.875	11,520.83	-103,830.00	03/23/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Agency Issues - Callable													
3130ALGC2	4576	FHLB		03/23/2021	3,000,000.00	2,896,170.00	2,987,700.00	0.875	387	0.959	11,520.83	-91,530.00	03/23/2026
3133EMUK6	4575	FFCB		03/25/2021	3,000,000.00	2,903,040.00	3,000,000.00	1.050	389	1.050	13,650.00	-96,960.00	03/25/2026
3130ALMM3	4571	FHLB		03/30/2021	3,000,000.00	2,898,300.00	3,000,000.00	1.000	394	1.000	12,583.33	-101,700.00	03/30/2026
3130ALNT7	4578	FHLB		03/30/2021	3,000,000.00	2,897,700.00	2,998,050.00	0.980	394	0.993	12,331.67	-100,350.00	03/30/2026
3130ALMM3	4581	FHLB		04/05/2021	3,000,000.00	2,898,300.00	2,996,250.00	1.000	394	1.025	12,583.33	-97,950.00	03/30/2026
3130ALUC6	4580	FHLB		04/15/2021	3,000,000.00	2,895,300.00	2,995,500.00	1.020	410	1.050	11,560.00	-100,200.00	04/15/2026
3130AMCL4	4585	FHLB		05/20/2021	2,795,000.00	2,689,935.95	2,795,000.00	1.020	444	1.019	8,077.55	-105,064.05	05/19/2026
3130AMH62	4587	FHLB		05/26/2021	3,000,000.00	2,884,860.00	2,998,500.00	1.000	451	1.010	7,916.67	-113,640.00	05/26/2026
3130AMGW6	4588	FHLB		05/26/2021	3,000,000.00	2,884,170.00	2,998,950.00	0.980	451	0.987	7,758.33	-114,780.00	05/26/2026
3130AMHB1	4590	FHLB		06/02/2021	2,750,000.00	2,640,357.50	2,746,562.50	0.875	451	0.900	6,349.83	-106,205.00	05/26/2026
3130AMH62	4591	FHLB		06/02/2021	1,500,000.00	1,442,430.00	1,500,000.00	1.000	451	0.999	3,958.33	-57,570.00	05/26/2026
3133EMH21	4595	FFCB		06/24/2021	3,000,000.00	2,877,450.00	2,997,000.00	0.900	471	0.920	5,700.00	-119,550.00	06/15/2026
3130AMSL7	4592	FHLB		06/30/2021	3,000,000.00	2,878,020.00	3,000,000.00	1.030	486	1.030	5,235.83	-121,980.00	06/30/2026
3130AMYA4	4594	FHLB		06/30/2021	3,000,000.00	2,879,550.00	3,000,000.00	1.070	486	1.070	5,439.17	-120,450.00	06/30/2026
3130AN2Q2	4596	FHLB		06/30/2021	1,500,000.00	1,438,425.00	1,500,000.00	1.000	486	1.000	2,541.67	-61,575.00	06/30/2026
3130AMWK4	4597	FHLB		07/14/2021	3,000,000.00	2,872,470.00	2,999,250.00	1.020	500	1.025	3,995.00	-126,780.00	07/14/2026
3130AP2P9	4598	FHLB		09/30/2021	3,000,000.00	2,853,690.00	2,983,500.00	0.920	578	1.033	11,576.67	-129,810.00	09/30/2026
3130APC94	4599	FHLB		10/14/2021	3,000,000.00	2,857,890.00	2,997,750.00	1.070	592	1.085	12,215.83	-139,860.00	10/14/2026
3130APU78	4600	FHLB		12/09/2021	530,000.00	504,999.90	526,947.20	1.300	633	1.420	1,856.47	-21,947.30	11/24/2026
3130APUR4	4601	FHLB		12/09/2021	1,840,000.00	1,753,924.80	1,829,401.60	1.300	633	1.420	6,445.11	-75,476.80	11/24/2026
3130APVC6	4602	FHLB		12/09/2021	3,000,000.00	2,860,830.00	2,988,000.00	1.375	640	1.458	10,312.50	-127,170.00	12/01/2026
3130AQG80	4605	FHLB		01/03/2022	3,000,000.00	2,856,630.00	2,999,250.00	1.420	668	1.425	7,336.67	-142,620.00	12/29/2026
3130AQG80	4606	FHLB		01/10/2022	3,000,000.00	2,856,630.00	2,982,750.00	1.420	668	1.540	7,336.67	-126,120.00	12/29/2026
3130AQEC3	4603	FHLB		12/30/2021	3,000,000.00	2,854,200.00	3,000,000.00	1.370	669	1.370	27,514.17	-145,800.00	12/30/2026
3130AQEF6	4604	FHLB		12/30/2021	3,000,000.00	2,854,470.00	2,998,500.00	1.375	669	1.385	27,614.58	-144,030.00	12/30/2026
3130AQLD3	4607	FHLB		02/08/2022	3,000,000.00	2,869,860.00	2,975,010.00	1.750	698	1.926	4,812.50	-105,150.00	01/28/2027
3130AQW66	4608	FHLB		03/08/2022	3,000,000.00	2,886,300.00	2,995,500.00	2.080	726	2.111	1,040.00	-109,200.00	02/25/2027
Subtotal and Average			155,421,490.80		155,630,000.00	150,387,602.50	155,421,490.80	0.902	400	0.920	334,141.20	-5,033,888.30	
Supranationals													
45950VPS9	7000	IFC		06/28/2021	1,000,000.00	962,670.00	980,200.00	0.500	362	0.935	69.44	-17,530.00	02/26/2026
Subtotal and Average			980,200.00		1,000,000.00	962,670.00	980,200.00	0.500	362	0.935	69.44	-17,530.00	

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Total and Average			242,039,662.99		241,861,283.11	236,109,433.74	242,091,038.85	1.927	329	1.894	833,466.91	-5,981,605.11

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit - Bank												
SYS-1094	1093-4	FREMON	232,414.16	3.540	03/21/2025	12/21/2024	3.540				232,414.16	232,414.16
SYS 1091	1091-2	VCB	250,000.00	4.890	04/11/2025	04/11/2024	4.890				250,000.00	250,000.00
Certificates of Deposit - Bank Totals			482,414.16				4.240			0.00	482,414.16	482,414.16
LAIF												
SYS5	5	LAIF	53,283,263.05	4.480			4.480				53,283,263.05	53,283,263.05
LAIF Totals			53,283,263.05				4.480			0.00	53,283,263.05	53,283,263.05
Gov't Money Market												
X9USDCRGO	7-1	DRYFUS	1,613,126.65	4.110		08/23/2024	4.110				1,613,126.65	1,613,126.65
X9USDCRGO	7-2	DRYFUS	352,479.25	4.110		12/05/2024	4.110				352,479.25	352,479.25
Gov't Money Market Totals			1,965,605.90				4.110			0.00	1,965,605.90	1,965,605.90
Medium Term Notes												
30231GAF9	6056	XOM	3,000,000.00	2.709	03/06/2025	03/11/2020	1.690	AA	Aa	Received	3,145,587.00	3,145,587.00
89788JAA7	6058	TRU	2,000,000.00	1.500	03/10/2025	03/13/2020	1.821	A	A	Received	1,969,486.00	1,969,486.00
30231GBH4	6064	XOM	2,000,000.00	2.992	03/19/2025	04/20/2020	1.777	AA	Aa	Received	2,113,800.00	2,113,800.00
89236THW8	6067	TOYOTA	3,000,000.00	0.800	01/09/2026	03/09/2021	1.090	A	A	Received	2,959,140.00	2,959,140.00
037833EB2	6065	APPL	2,000,000.00	0.700	02/08/2026	02/08/2021	0.732	AA	Aaa		1,996,860.00	1,996,860.00
037833BY5	6066	APPL	3,000,000.00	3.250	02/23/2026	02/23/2021	0.981	AA	Aaa		3,331,380.00	3,331,380.00
46632FSCO	6068	JP	3,000,000.00	1.100	06/22/2026	06/22/2021	1.100	AA	Aa		3,000,000.00	3,000,000.00
24422EXH7	6073	JDCC	500,000.00	4.500	01/16/2029	01/15/2025	4.962	A	A	Received	491,705.00	491,705.00
78017DAA6	6080	RBC	500,000.00	4.965	01/24/2029	02/20/2025	4.854	A	A	Received	501,950.00	501,950.00
06406RBN6	6074	BNYT	500,000.00	4.543	02/01/2029	01/15/2025	4.902	A	Aa	Received	493,470.00	493,470.00
00287YDS5	6079	ABBVIE	500,000.00	4.800	03/15/2029	02/20/2025	4.747	A	A	Received	500,950.00	500,950.00
91324PEH1	6078	UHGI	500,000.00	4.000	05/15/2029	02/20/2025	4.741	A	A	Received	485,910.00	485,910.00
61747YFF7	6069	MS	500,000.00	5.449	07/20/2029	12/20/2024	5.162	A	A	Received	505,770.00	505,770.00
06051GHM4	6076	BOFA	500,000.00	4.271	07/23/2029	01/15/2025	5.029	A	A	Received	484,830.00	484,830.00
46647PDU7	6070	JPMCC	500,000.00	5.299	07/24/2029	12/20/2024	5.077	A	A	Received	504,480.00	504,480.00
Medium Term Notes Totals			22,000,000.00				1.935			0.00	22,485,318.00	22,485,318.00
Federal Agency Issues - Coupon												
3130AQF65	3576	FHLB	3,000,000.00	1.250	12/21/2026	12/22/2021	1.280	AA	Aaa		2,995,657.09	2,995,657.09
Federal Agency Issues - Coupon Totals			3,000,000.00				1.280			0.00	2,995,657.09	2,995,657.09

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Securities - Coupon												
91282CLS8	2357	UST	750,000.00	4.125	10/31/2026	12/20/2024	3.433	AA	Aaa		747,421.88	747,421.88
91282CLX7	2356	UST	750,000.00	4.125	11/15/2027	12/20/2024	4.331	AA	Aaa		745,810.55	745,810.55
91282CMF5	2364	UST	750,000.00	4.250	01/15/2028	01/15/2025	4.476	AA	Aaa		745,283.20	745,283.20
91282CHE4	2366	UST	750,000.00	3.625	05/31/2028	02/20/2025	3.748	AA	Aaa	Received	735,000.00	735,000.00
91282CHX2	2367	UST	750,000.00	4.375	08/31/2028	02/20/2025	4.305	AA	Aaa	Received	751,699.22	751,699.22
91282CJA0	2365	UST	750,000.00	4.625	09/30/2028	01/15/2025	4.555	AA	Aaa	Data Err	751,875.00	751,875.00
Treasury Securities - Coupon Totals			4,500,000.00				4.143			0.00	4,477,089.85	4,477,089.85
Federal Agency Issues - Callable												
3133ELQ49	4537	FFCB	3,000,000.00	0.700	06/30/2025	07/06/2020	0.715	AA	Aaa	Received	2,997,750.00	2,997,750.00
3136G4YH0	4538	FNMA	3,250,000.00	0.700	07/14/2025	07/14/2020	0.707	AA			3,248,862.50	3,248,862.50
3136G4A45	4541	FNMA	3,000,000.00	0.710	07/22/2025	07/22/2020	0.710	AA	Aaa		3,000,000.00	3,000,000.00
3130AJZ36	4544	FHLB	3,000,000.00	0.600	08/27/2025	08/27/2020	0.620	AA	Aaa		2,997,000.00	2,997,000.00
3134GWA55	4545	FHLMC	3,000,000.00	0.650	09/09/2025	09/09/2020	0.657	AA	Aaa		2,998,950.00	2,998,950.00
3133EMB00	4548	FFCB	3,340,000.00	0.530	09/29/2025	10/05/2020	0.550	AA	Aaa	Received	3,336,660.00	3,336,660.00
3134GWW93	4547	FHLMC	3,000,000.00	0.550	09/30/2025	09/30/2020	0.550	AA	Aaa		3,000,000.00	3,000,000.00
3134GWWT9	4549	FHLMC	3,000,000.00	0.550	09/30/2025	10/07/2020	0.566	AA	Aaa	Received	2,997,600.00	2,997,600.00
3134GW3F1	4550	FHLMC	3,000,000.00	0.600	10/28/2025	10/28/2020	0.600	AA	Aaa		3,000,000.00	3,000,000.00
3130AKGD2	4553	FHLB	3,000,000.00	0.570	11/25/2025	11/25/2020	0.595	AA	Aaa		2,996,250.00	2,996,250.00
3135GA3W9	4552	FNMA	3,000,000.00	0.600	11/25/2025	11/25/2020	0.600	AA	Aaa		3,000,000.00	3,000,000.00
3134GXD03	4554	FHLMC	3,000,000.00	0.620	12/01/2025	12/01/2020	0.620	AA	Aaa		3,000,000.00	3,000,000.00
3130AKQ74	4555	FHLB	3,000,000.00	0.625	01/22/2026	01/22/2021	0.625	AA	Aaa		3,000,000.00	3,000,000.00
3130AKRN8	4557	FHLB	3,000,000.00	0.650	01/28/2026	01/28/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
3135G06R9	4556	FNMA	3,000,000.00	0.550	01/28/2026	01/28/2021	0.550	AA	Aaa		3,000,000.00	3,000,000.00
3130AKXQ4	4558	FHLB	3,000,000.00	0.600	02/12/2026	02/12/2021	0.110	AA	Aaa		3,000,000.00	3,000,000.00
3130AL3S1	4560	FHLB	3,000,000.00	0.625	02/17/2026	02/17/2021	0.625	AA	Aaa		3,000,000.00	3,000,000.00
3130AL5X8	4561	FHLB	3,000,000.00	0.650	02/24/2026	02/24/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
3130AKXJ0	4562	FHLB	3,125,000.00	0.600	02/24/2026	02/24/2021	0.616	AA			3,122,500.00	3,122,500.00
3130ALCV4	4563	FHLB	3,000,000.00	0.750	02/24/2026	02/24/2021	0.750	AA			3,000,000.00	3,000,000.00
3130AKZ25	4559	FHLB	3,000,000.00	0.650	02/26/2026	02/26/2021	0.650	AA	Aaa		3,000,000.00	3,000,000.00
3130ALGR9	4572	FHLB	3,000,000.00	0.850	02/26/2026	03/15/2021	0.922	AA	Aaa	Received	2,989,560.00	2,989,560.00
3130ALGR9	4574	FHLB	3,000,000.00	0.850	02/26/2026	03/18/2021	0.947	AA	Aaa	Received	2,985,960.00	2,985,960.00
3130ALGR9	4577	FHLB	3,000,000.00	0.850	02/26/2026	03/22/2021	0.971	AA	Aaa	Received	2,982,510.00	2,982,510.00
3130ALGR9	4579	FHLB	3,000,000.00	0.850	02/26/2026	03/31/2021	1.000	AA	Aaa	Received	2,978,517.00	2,978,517.00
3130ALDN1	4565	FHLB	3,000,000.00	0.800	03/16/2026	03/16/2021	0.800	AA	Aaa		3,000,000.00	3,000,000.00

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CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2025

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Callable												
3130ALGC2	4569	FHLB	3,000,000.00	0.875	03/23/2026	03/23/2021	0.875	AA	Aaa		3,000,000.00	3,000,000.00
3130ALGC2	4576	FHLB	3,000,000.00	0.875	03/23/2026	03/23/2021	0.959	AA	Aaa		2,987,700.00	2,987,700.00
3133EMUK6	4575	FFCB	3,000,000.00	1.050	03/25/2026	03/25/2021	1.050	AA	Aaa		3,000,000.00	3,000,000.00
3130ALMM3	4571	FHLB	3,000,000.00	1.000	03/30/2026	03/30/2021	1.000	AA	Aaa		3,000,000.00	3,000,000.00
3130ALNT7	4578	FHLB	3,000,000.00	0.980	03/30/2026	03/30/2021	0.993	AA	Aaa		2,998,050.00	2,998,050.00
3130ALMM3	4581	FHLB	3,000,000.00	1.000	03/30/2026	04/05/2021	1.026	AA	Aaa	Received	2,996,250.00	2,996,250.00
3130ALUC6	4580	FHLB	3,000,000.00	1.020	04/15/2026	04/15/2021	1.051	AA	Aaa		2,995,500.00	2,995,500.00
3130AMCL4	4585	FHLB	2,795,000.00	1.020	05/19/2026	05/20/2021	1.020	AA	Aaa	Received	2,795,000.00	2,795,000.00
3130AMH62	4587	FHLB	3,000,000.00	1.000	05/26/2026	05/26/2021	1.010	AA	Aaa		2,998,500.00	2,998,500.00
3130AMGW6	4588	FHLB	3,000,000.00	0.980	05/26/2026	05/26/2021	0.987	AA	Aaa		2,998,950.00	2,998,950.00
3130AMHB1	4590	FHLB	2,750,000.00	0.875	05/26/2026	06/02/2021	0.901	AA	Aaa	Received	2,746,562.50	2,746,562.50
3130AMH62	4591	FHLB	1,500,000.00	1.000	05/26/2026	06/02/2021	1.000	AA	Aaa	Received	1,500,000.00	1,500,000.00
3133EMH21	4595	FFCB	3,000,000.00	0.900	06/15/2026	06/24/2021	0.921	AA	Aaa	Received	2,997,000.00	2,997,000.00
3130AMSL7	4592	FHLB	3,000,000.00	1.030	06/30/2026	06/30/2021	1.030	AA	Aaa		3,000,000.00	3,000,000.00
3130AMYA4	4594	FHLB	3,000,000.00	1.070	06/30/2026	06/30/2021	1.070	AA	Aaa		3,000,000.00	3,000,000.00
3130AN2Q2	4596	FHLB	1,500,000.00	1.000	06/30/2026	06/30/2021	1.000	AA	Aaa		1,500,000.00	1,500,000.00
3130AMWK4	4597	FHLB	3,000,000.00	1.020	07/14/2026	07/14/2021	1.025	AA	Aaa		2,999,250.00	2,999,250.00
3130AP2P9	4598	FHLB	3,000,000.00	0.920	09/30/2026	09/30/2021	1.033	AA	Aaa		2,983,500.00	2,983,500.00
3130APC94	4599	FHLB	3,000,000.00	1.070	10/14/2026	10/14/2021	1.085	AA	Aaa		2,997,750.00	2,997,750.00
3130APU78	4600	FHLB	530,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aaa	Received	526,947.20	526,947.20
3130APUR4	4601	FHLB	1,840,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aaa	Received	1,829,401.60	1,829,401.60
3130APVC6	4602	FHLB	3,000,000.00	1.375	12/01/2026	12/09/2021	1.459	AA	Aaa	Received	2,988,000.00	2,988,000.00
3130AQG80	4605	FHLB	3,000,000.00	1.420	12/29/2026	01/03/2022	1.425	AA	Aaa	Received	2,999,250.00	2,999,250.00
3130AQG80	4606	FHLB	3,000,000.00	1.420	12/29/2026	01/10/2022	1.541	AA	Aaa	Received	2,982,750.00	2,982,750.00
3130AQEC3	4603	FHLB	3,000,000.00	1.370	12/30/2026	12/30/2021	1.370	AA	Aaa		3,000,000.00	3,000,000.00
3130AQEF6	4604	FHLB	3,000,000.00	1.375	12/30/2026	12/30/2021	1.385	AA	Aaa		2,998,500.00	2,998,500.00
3130AQLD3	4607	FHLB	3,000,000.00	1.750	01/28/2027	02/08/2022	1.926	AA	Aaa	Received	2,975,010.00	2,975,010.00
3130AQW66	4608	FHLB	3,000,000.00	2.080	02/25/2027	03/08/2022	2.112	AA	Aaa	Received	2,995,500.00	2,995,500.00
Federal Agency Issues - Callable Totals			155,630,000.00				0.920			0.00	155,421,490.80	155,421,490.80
Supranationals												
45950VPS9	7000	IFC	1,000,000.00	0.500	02/26/2026	06/28/2021	0.935	AAA	Aaa	Received	980,200.00	980,200.00
Supranationals Totals			1,000,000.00				0.935			0.00	980,200.00	980,200.00

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CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2025

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Investment Totals			241,861,283.11				1.894			0.00	242,091,038.85	242,091,038.85

CITY OF PLEASANTON
Portfolio Management
Activity By Type
February 1, 2025 through February 28, 2025

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CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Certificates of Deposit - Bank							
Subtotal							482,414.16
LAIF (Monthly Summary)							
Subtotal							53,283,263.05
Gov't Money Market (Monthly Summary)							
X9USDCRGO	7-1	Dryfus Govt Cash Mgmt 672	4.110		151,380.41	0.00	
X9USDCRGO	7-2	Dryfus Govt Cash Mgmt 672	4.110		2,109,957.20	3,015,075.53	
Subtotal					2,261,337.61	3,015,075.53	1,965,605.90
Medium Term Notes							
88579YBH3	6053	3M Company	2.000	02/14/2025	0.00	2,016,869.48	
00287YDS5	6079	ABBVIE INC.	4.800	02/20/2025	500,950.00	0.00	
78017DAA6	6080	ROYAL BANK OF CANADA	4.965	02/20/2025	501,950.00	0.00	
91324PEH1	6078	UNITED HEALTH GROUP INC.	4.000	02/20/2025	485,910.00	0.00	
Subtotal					1,488,810.00	2,016,869.48	22,485,318.00
Federal Agency Issues - Coupon							
Subtotal							2,995,657.09
Treasury Securities - Coupon							
91282CHE4	2366	U S TREASURY	3.625	02/20/2025	735,000.00	0.00	
91282CHX2	2367	U S TREASURY	4.375	02/20/2025	751,699.22	0.00	
Subtotal					1,486,699.22	0.00	4,477,089.85
Federal Agency Issues - Callable							
Subtotal							155,421,490.80
Supranationals							
Subtotal							980,200.00
Total					5,236,846.83	5,031,945.01	242,091,038.85

CITY OF PLEASANTON
Portfolio Management
Activity Summary
February 2024 through February 2025

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Month End	Year	Number of Securities	Average Balance	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
February	2024	73	243,504,467.82	1.665	1.688	4.122	0	0	1,426	566
March	2024	73	240,078,438.89	1.665	1.688	4.272	0	0	1,444	549
April	2024	75	254,330,644.64	1.915	1.942	4.272	2	2	1,305	475
May	2024	73	263,538,122.69	1.926	1.953	4.332	0	1	1,301	456
June	2024	72	260,556,724.84	1.920	1.946	4.480	0	0	1,326	443
July	2024	72	249,460,826.05	1.649	1.672	4.480	0	0	1,469	466
August	2024	73	232,025,539.32	1.645	1.668	4.480	1	1	1,467	443
September	2024	73	229,828,688.26	1.599	1.621	4.480	1	2	1,490	428
October	2024	71	220,883,480.07	1.495	1.516	4.480	0	1	1,541	420
November	2024	70	217,493,941.37	1.493	1.514	4.480	0	0	1,540	394
December	2024	76	225,183,251.16	1.775	1.799	4.480	6	1	1,405	345
January	2025	80	241,044,442.47	1.844	1.870	4.480	5	2	1,384	334
February	2025	83	242,039,662.99	1.868	1.894	4.480	5	1	1,385	329
Average		74	239,958,571.63	1.728%	1.752%	4.409	2	1	1,422	434

CITY OF PLEASANTON
Portfolio Management
Distribution of Investments By Type
February 2024 through February 2025

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Security Type	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	Average by Period
Certificates of Deposit - Bank	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2%
Certificates of Deposit - S & L														
LAIF	21.5	20.5	28.1	28.3	27.0	19.0	19.1	17.3	13.8	13.7	22.0	22.0	22.0	21.1%
Fidelity - Government Fund														
Gov't Money Market							0.1	0.7	1.4	1.5	0.4	1.1	0.8	0.5%
Managed Pool Accounts -4														
Passbook/Checking Accounts														
Medium Term Notes	11.4	11.5	10.4	9.7	9.9	11.0	10.5	10.2	9.9	9.9	9.4	9.5	9.3	10.2%
Bankers Acceptances														
Commercial Paper - Discount														
Federal Agency Issues - Coupon	1.2	1.3	1.1	1.1	1.2	1.3	1.3	1.3	1.4	1.4	1.2	1.2	1.2	1.3%
Federal Agency Issues - Discount														
Treasury Securities - Coupon											0.6	1.2	1.9	0.3%
Treasury Securities - Discount														
Federal Agency Issues - Callable	65.4	66.2	59.8	60.3	61.4	68.1	68.4	69.8	72.9	72.8	65.8	64.3	64.2	66.1%
Supranationals	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.5	0.5	0.4	0.4	0.4	0.4%
Miscellaneous Securities - Discount														

CITY OF PLEASANTON
Portfolio Management
Interest Earnings Summary
February 28, 2025

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	February 28Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	255,713.75	1,512,074.02
Plus Accrued Interest at End of Period	515,226.41	507,818.84
Less Accrued Interest at Beginning of Period	(557,040.18)	(605,322.56)
Less Accrued Interest at Purchase During Period	(38,977.67)	(92,785.23)
Interest Earned during Period	174,922.31	1,321,785.07
Adjusted by Capital Gains or Losses	-16,869.48	-64,882.08
Earnings during Periods	158,052.83	1,256,902.99
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	5,623.86	1,817,176.40
Plus Accrued Interest at End of Period	318,240.50	318,240.50
Less Accrued Interest at Beginning of Period	(131,298.79)	(722,290.92)
Interest Earned during Period	192,565.57	1,413,125.98
Total Interest Earned during Period	367,487.88	2,734,911.05
Total Capital Gains or Losses	-16,869.48	-64,882.08
Total Earnings during Period	350,618.40	2,670,028.97

April 15, 2025
Fire

TITLE: PUBLIC HEARING: RECEIVE ANY PROTESTS AND ADOPT A RESOLUTION TO APPROVE THE 2025 WEED ABATEMENT PROGRAM AND AUTHORIZE THE ABATEMENT OF WEEDS, RUBBISH, DIRT, OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

SUMMARY

On March 4, 2025, as part of the 2025 Livermore-Pleasanton Fire Department (LPFD) Weed Abatement Program, the City Council adopted Resolution No. 2025-010 declaring that weeds, dirt, rubbish and refuse on or in front of specified properties constituted a public nuisance, ordering the abatement thereof, and setting a public hearing to hear objections to the proposed abatement. The purpose of this public hearing is for the City Council to hear and consider objections and order that the weeds be abated by a contractor.

RECOMMENDATION

Public Hearing: Receive any protests and adopt a resolution to approve the 2025 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the city of Pleasanton.

BACKGROUND

The weed abatement program, provided in Government Code Sections 39560 - 39588, establishes a mechanism for ensuring the removal of weeds, dirt, rubbish and refuse on specified properties that constitute a public nuisance. All the owners of properties included in the attached Exhibit A have been mailed a notice to abate the nuisance on their parcels.

In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. The notice included the public hearing date of April 15, 2025, and the deadline of May 31, 2025. Applicable weed abatement standards were also included depending upon which type of parcel was identified. Parcels have been categorized into three areas: agricultural, parcels within the Wildland-Urban interface, and all others falling outside these two categories.

DISCUSSION

At this hearing, the City Council is charged with considering the proposed abatement on the enumerated properties. Staff recommends the City Council overrule any objections or amend the list of properties to be abated, and order the abatement. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

After this hearing, fire inspectors will survey each parcel listed for compliance. A contractor will abate the weeds if abatement has not occurred by May 31, 2025. If related litigation (e.g., an abatement warrant) is required, the property owners will be responsible not only for the

abatement costs but also for all related attorneys' fees, expenses, and costs. At a public hearing this summer, staff will recommend that the City Council order that any unpaid abatement costs be a special assessment and a lien imposed on the properties requiring abatement.

EQUITY AND SUSTAINABILITY

The adoption of this resolution will enable LPFD to further its commitment to creating a safe and sustainable community by mitigating the risk of fire hazards arising from vegetation growth. This step will ensure the safety of our neighborhoods and will promote a healthier and more resilient environment for all residents.

OUTREACH

After the approval of Resolution 2025-010, staff sent a written notice to property owners regarding non-compliant parcels on their property. The notice declared these parcels as a nuisance. Along with this declaration, a notice about the public hearing scheduled for April 15, 2025, was sent to the property owners, which included information about the May 31, 2025, deadline to complete the abatement. The notice contained details about the weed abatement standards and a list of contractors for reference.

In mid-May, staff will send a reminder notice to the parcel owners to abate their parcels. During the first two weeks of June, staff will inspect the parcels for compliance. If a parcel does not comply with the standards, a violation notice will be sent through certified mail to the owner, and a notice of intent to abate hazardous vegetation on the parcel will also be posted. Staff will re-inspect the parcel, and if the parcel still fails to comply with the vegetation standard, a final notice will be sent through certified mail.

If the parcel is still non-compliant, staff will refer the parcel to the City Contractor and send a notice of the abatement action performed, the public hearing, and an invoice through certified mail to the parcel owner for a public hearing set on July 15, 2025.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Strategic Plan goals of Safeguarding Our City, Strategy 6 - Implement high priority items from the 2022-2026 Livermore-Pleasanton Fire Department Strategic Plan.

FISCAL IMPACT

Property owners are invoiced for all work performed in addition to an administrative charge and, if related litigation is required, all attorneys' fees, expenses, and costs. Unpaid amounts become a special assessment on the property owner's tax bill. All costs of the Weed Abatement Program are budgeted in the professional services account.

Prepared by:

Shiffon Smith

Shiffon Smith ,
Administrative Assistant

Submitted by:

Joseph T. Testa

Joseph Testa, Fire Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE 2025 WEED ABATEMENT PROGRAM AND AUTHORIZING THE ABATEMENT OF WEEDS, DIRT, RUBBISH OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

WHEREAS, at its meeting of March 4, 2025, Council adopted Resolution No. 2025-010 declaring as a public nuisance all weeds, dirt, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton as more particularly set forth in Exhibit "A", attached hereto; and

WHEREAS, Resolution No. 2025-010 was adopted pursuant to the provisions of Government Code Sections 39560-39588; and

WHEREAS, Resolution No. 2025-010 designated April 15, 2025, at the hour of 7:00 p.m., as the time, date and place to hear and consider objections to the abatement and removal of weeds, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton; and

WHEREAS, the Livermore-Pleasanton Fire Department (LPFD) was charged with performing the duties imposed by Government Code Sections 39560-39588, and LPFD did prepare notices to destroy weeds and remove rubbish and refuse; and

WHEREAS, in accordance with Government Code Section 39567.1, LPFD mailed to all persons owning property described in Exhibit A or post on the property, written notice of the proposed abatement and the public hearing; and

WHEREAS, the City Council did hold a public hearing on April 15, 2025 and no objections were presented; and

WHEREAS, abatement of the nuisance may be performed by the City or by a contractor; and

WHEREAS, before the weeds are abated by the City or a contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

SECTION 1. The City, or a contractor awarded the work by the City, is ordered to abate the nuisance declared by Resolution No. 2025-010 by causing the weeds, dirt, rubbish and refuse to be removed. The City, contractor, Livermore-Pleasanton Fire Department (LPFD) Fire Inspector, and Fire Inspector's designee may enter upon private property to abate the nuisance. Before the weeds are abated by the City or contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

SECTION 2. LPFD shall keep an account of the abatement cost for each parcel on which work is done and shall submit to the City Council for consideration, hearing objections, modification, and confirmation, an itemized written report showing the cost pursuant to Government Code Section 39574.

SECTION 3. The weed abatement costs, including an administrative charge, and if related litigation is required, all attorneys' fees, expenses, and costs, shall be the responsibility of the property owner of the parcel of land where the work was done.

SECTION 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 15, 2025.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 15th day of April 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

2025 List of Parcels

	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
1	941 2101 001 00	Equus Ct	1400 FOOTHILL LLC
2	941 2101 002 00	Equus Ct	1400 FOOTHILL LLC
3	941 2101 003 00	Equus Ct	1400 FOOTHILL LLC
4	941 2101 004 00	Equus Ct	1400 FOOTHILL LLC
5	941 2101 005 00	Equus Ct	1400 FOOTHILL LLC
6	941 2101 006 00	Equus Ct	1400 FOOTHILL LLC
7	941 2101 007 00	Foothill Rd	1400 FOOTHILL LLC
8	941 2101 008 00	Foothill Rd	1400 FOOTHILL LLC
9	941 2101 009 00	Foothill Rd	1400 FOOTHILL LLC
10	948 0016 002 15	990 Sycamore Rd	990SYCAMOREDEVCO LLC
11	941 -2100-011-00	4108 Foothill Rd	AHMED IFTIKHAR M & SAADIA S TRS
12	941 -1710-008-00	Dublin Canyon Rd	Aif Holding Co
13	941 -1302-002-07	Denker Dr	Alameda County Flood Control
14	946 1101 009 02	Santa Rita Rd	Alameda County Flood Control
15	946 4542 044 01	Bernal Ave	Alameda County Flood Control
16	941 1302 002 32	Stoneridge Dr	Alameda County Flood Control
17	941 -1002-091-00	MUIRWOOD DR	ALAMEDA COUNTY FLOOD CONTROL
18	941 -1001-080-00	Muirwood Dr	ALAMEDA COUNTY FLOOD CONTROL
19	946 -3573-001-00	Golden Eagle	ALAMEDA COUNTY FLOOD CONTROL
20	946 -3572-117-00	Villa Loop	ALAMEDA COUNTY FLOOD CONTROL
21	946 1251 029 00	3100 Valley	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
22	946 1251 008 10	Valley Ave	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
23	946 -4606-006-00	2500 VINEYARD AVE	ALLADI NAGESWARA R & VASUDHA
24	946 4050 076 00	1913 Buckeye Ct	ALOMARI AHMED & GARDI LANA TRS
25	947 0005 004 41	6085 Sunol Blvd	Applera Corporation
26	947 0005 004 39	Sunol Blvd	APPLERA CORPORATION
27	947 0005 004 40	6055 Sunol Blvd	APPLERA CORPORATION
28	948 0004 005 21	4558 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
29	948 0004 006 03	4534 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
30	094 -0153-001-00	418 Rose Ave	AUFDERMAUR FRANK JR TR
31	949 0017 046 00	6295 Clubhouse Dr	BADHESHA JANG S & DENYSE T TRS
32	941 2100 006 00	4100 Foothill Rd	BAMCG BRIDGE PARTNER LP
33	948 0009 002 00	5779 Sonoma Dr	BENETTI FAMILY PROPERTIES
34	946 4603 007 00	2720 Crellin Rd	BERATLIS CHRISTOPHER T & ERIKA M TRS
35	946 4603 008 00	2708 Crellin Rd	BERATLIS CHRISTOPHER T & ERIKA M TRS
36	946 4603 009 00	2999 Cresta Blanca Dr	BERATLIS CHRISTOPHER T & ERIKA M TRS
37	946 4603 012 00	23 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
38	946 4603 013 00	31 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
39	946 4603 014 00	39 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
40	946 4603 015 00	47 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
41	946 4603 016 00	55 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
42	946 4603 017 00	63 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
43	946 4603 019 00	19 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
44	946 4603 020 00	24 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
45	946 4603 021 00	16 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
46	946 -1704-010-03	327 LINDEN WAY	BHULLAR GURBIR S & SANDHU AMANDEEP K ETAL
47	946 3946 013 00	8999 Longview Dr	BOATRIGHT JOSEPH E & GLORIA B ETAL
48	941 2761 003 00	4300 Hacienda Dr	BOEHRINGER MANNHEIM CORPORATION

2025 List of Parcels

49	941 1980 019 01	8053 Bethel Ln	BOOCK THOMAS A & LISA L
50	941 -1580-044-00	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
51	941 -1580-045-02	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
52	950 0010 002 06	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
53	950 -0010-011-00	2790 E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
54	950 -0010-001-00	E Ruby Hills Dr	CF ARCIS IX LLC Attention: Brendan Finley
55	950 -0010-003-03	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
56	946 4602-001-02	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
57	946 4602-002-00	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
58	946 2528 006 06	3574 Vineyard Ave	Church of Latter Day Saints Corp Presiding Bishop
59	946 -4619-022-02	1012 Shotwell Ct	COHN GREGORY L & MARISSA A TRS
60	946 4547 214 00	1039 Serpentine Ln	Common Area of PM 7121 206 thru 213
61	950 -0007-011-00	E Vallecitos Rd	COMMON AREA TR 6452
62	950 -0029-045-00	Bandisi Pl	COMMON AREA TR 7158
63	950 -0029-044-00	W Ruby Hills	COMMON AREA TR 7158
64	946 4628 002 00	1944 Three Oaks Dr	COMMON AREA TR 7660
65	941 -1311-019-07	7200 Johnson Dr	COSTCO WHOLESALE CORPORATION
66	946 1251 008 11	Valley Ave	County of Alameda
67	946 4628 001 00	1944 Three Oaks Dr	D R Horton CA2 Inc
68	950 0027 018 00	1553 Via Di Salerno	DAI JIA
69	949 0019 014 00	6356 Inspiration Terrance	DAMARAJU SRINIVASA R & ROYYURU MANISHA TRS
70	946 4606 003 00	750 Pietronave Ln	DESALE PRAVINCHANDRA J & MANISHA
71	946 -1250-010-03	3320 Stanley Blvd	East Bay Regional Park District
72	948 0018 012 00	900 Roselma Pl	EMMETT ROGER A TR
73	950 0005 004 00	1364 Vineyard Ave	Foley Coleman M Jr
74	946 4585 050 00	8244 Fondray Ct	Fondray Llc
75	946 4585 052 00	8278 Sassafras Ct	Ford John R & Ruth A TRS
76	949 0017 042 00	6215 Clubhouse Dr	GEENI CHINNI K & VODNALA SRILATHA TR
77	946 4599 004 01	27 Grey Eagle Ct	GODIL ASIF A & BUSHRA A TRS
78	941 2786 110 00	Montalvo Ct	GOLD CREEK OF PLEASANTON HOMEOWNERS ASSOCIATION
79	946 3945 014 00	Golden Eagle Way	GOLDEN EAGLE ESTATES HOMEOWNERS ASSOCIATION
80	946 3945 015 00	Golden Eagle Way	Golden Eagle Estates Homeowners Association
81	941 -2857-001-00	11300 Dublin Canyon Rd	GREEK ORTHODOX CHURCH OF RESURRECTION
82	948 0023 028 00	5658 Sunset Creek Ct	GREWAL GURINDER K & NAVDEEP S
83	946 4567 012 03	28 Grey Eagle Ct	GROVE ROBERT E & PAMELA R TRS
84	941 -1710-010-01	11991 Dublin Canyon Rd	Hana Yoon Corporation
85	946 4614 013 00	2770 Vineyard Ave	HATSUSHI KAZUO K & TAKIKO TRS
86	946 4614 015 00	5 Hatsushi Ter	HATSUSHI TAKIKO TR
87	946 4614 016 00	9 Hatsushi Ter	HATSUSHI TAKIKO TR
88	946 4614 017 00	13 Hatsushi Ter	HATSUSHI TAKIKO TR
89	946 4614 018 00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
90	946 4614 019 00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
91	949 0004 021 00	6628 Amber Ln	HILL SCOTT R & HILL LISA M TRS
92	946 4574 005 00	3747 Trenery Dr	HOANG LY T TR
93	946 4606 004 00	2500 Vineyard Ave	HOMER DENNIS G & LINDA M TRS
94	949 0017 037 03	6115 Club House Dr	HULE PARESH & PAWAR JAYASHREE TRS
95	946 4567 009 03	23 Grey Eagle Ct	HUMPHREY MALCOLM J & DAWN M TRS

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51	941 -1580-045-02	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
52	950 0010 002 06	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
53	950 -0010-011-00	2790 E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
54	950 -0010-001-00	E Ruby Hills Dr	CF ARCIS IX LLC Attention: Brendan Finley
55	950 -0010-003-03	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
56	946 4602-001-02	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
57	946 4602-002-00	2287 Vineyard Ave	Chateau Country Estates Maintenance Association, The Helsing Group
58	946 2528 006 06	3574 Vineyard Ave	Church of Latter Day Saints Corp Presiding Bishop
59	946 -4619-022-02	1012 Shotwell Ct	COHN GREGORY L & MARISSA A TRS
60	946 4547 214 00	1039 Serpentine Ln	Common Area of PM 7121 206 thru 213
61	950 -0007-011-00	E Vallecitos Rd	COMMON AREA TR 6452
62	950 -0029-045-00	Bandisi Pl	COMMON AREA TR 7158
63	950 -0029-044-00	W Ruby Hills	COMMON AREA TR 7158
64	946 4628 002 00	1944 Three Oaks Dr	COMMON AREA TR 7660
65	941 -1311-019-07	7200 Johnson Dr	COSTCO WHOLESALE CORPORATION
66	946 1251 008 11	Valley Ave	County of Alameda
67	946 4628 001 00	1944 Three Oaks Dr	D R Horton CA2 Inc
68	950 0027 018 00	1553 Via Di Salerno	DAI JIA
69	949 0019 014 00	6356 Inspiration Terrance	DAMARAJU SRINIVASA R & ROYYURU MANISHA TRS
70	946 4606 003 00	750 Pietronave Ln	DESALE PRAVINCHANDRA J & MANISHA
71	946 -1250-010-03	3320 Stanley Blvd	East Bay Regional Park District
72	948 0018 012 00	900 Roselma Pl	EMMETT ROGER A TR
73	950 0005 004 00	1364 Vineyard Ave	Foley Coleman M Jr
74	946 4585 050 00	8244 Fondray Ct	Fondray Llc
75	946 4585 052 00	8278 Sassafras Ct	Ford John R & Ruth A TRS
76	949 0017 042 00	6215 Clubhouse Dr	GEENI CHINNI K & VODNALA SRILATHA TR
77	946 4599 004 01	27 Grey Eagle Ct	GODIL ASIF A & BUSHRA A TRS
78	941 2786 110 00	Montalvo Ct	GOLD CREEK OF PLEASANTON HOMEOWNERS ASSOCIATION
79	946 3945 014 00	Golden Eagle Way	GOLDEN EAGLE ESTATES HOMEOWNERS ASSOCIATION
80	946 3945 015 00	Golden Eagle Way	Golden Eagle Estates Homeowners Association
81	941 -2857-001-00	11300 Dublin Canyon Rd	GREEK ORTHODOX CHURCH OF RESURRECTION
82	948 0023 028 00	5658 Sunset Creek Ct	GREWAL GURINDER K & NAVDEEP S
83	946 4567 012 03	28 Grey Eagle Ct	GROVE ROBERT E & PAMELA R TRS
84	941 -1710-010-01	11991 Dublin Canyon Rd	Hana Yoon Corporation
85	946 4614 013 00	2770 Vineyard Ave	HATSUSHI KAZUO K & TAKIKO TRS
86	946 4614 015 00	5 Hatsushi Ter	HATSUSHI TAKIKO TR
87	946 4614 016 00	9 Hatsushi Ter	HATSUSHI TAKIKO TR
88	946 4614 017 00	13 Hatsushi Ter	HATSUSHI TAKIKO TR
89	946 4614 018 00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
90	946 4614 019 00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
91	949 0004 021 00	6628 Amber Ln	HILL SCOTT R & HILL LISA M TRS
92	946 4574 005 00	3747 Trenery Dr	HOANG LY T TR
93	946 4606 004 00	2500 Vineyard Ave	HOMER DENNIS G & LINDA M TRS
94	949 0017 037 03	6115 Club House Dr	HULE PARESH & PAWAR JAYASHREE TRS
95	946 4567 009 03	23 Grey Eagle Ct	HUMPHREY MALCOLM J & DAWN M TRS

2025 List of Parcels

141	948 0002 001 08	Sunol Rd	PLEASANTON HILLS OWNERS ASSOCIATION
142	948 0002 040 00	Monaco Dr	PLEASANTON HILLS OWNERS ASSOCIATION
143	948 0003 025 00	Puerto Vallarta	PLEASANTON HILLS OWNERS ASSOCIATION
144	948 0003 062 05	Dolores Dr	PLEASANTON HILLS OWNERS ASSOCIATION
145	946 4619 001 00	Vineyard Ave	Pleasanton Unified School District
146	941 1980 015 03	5130 Foothill Rd	PODDATOORI PRATAP & ARUNA TRS
147	946 -3479-004-00	1851 Rose Ave	PONDEROSA HOMES II INC
148	941 -1700-014-02	Dublin Canyon Rd	Preserve Community Association
149	941 -1700-016-04	Laurel Creek Dr	Preserve Community Association
150	941 1713 019 06	Laurel Creek Dr	Preserve Community Association
151	946 -1710-009-00	VIRGINIA WAY	PRYOR KENT H & ALICE S TRS
152	946 -1706-001-00	Linden Way	PRYOR KENT H & ALICE S TRS
153	949 0004 017 00	6644 Amber Ln	RANDERI CHETAN & VAISHALI BHAVSAR TRS
154	946 4567 014 00	4 Red Feather Ct	RAYMER LAURA TR
155	946 1350 015 07	1 Brozosky Hill Ln	REDDY VIJAYALAKSHMI M
156	094 -0156-022-00	Old Bernal Ave	Rideli LLC
157	946 1350 015 19	1666 Frog Hill Ln/Vineyard	ROBERTS FORD G & MARY L TRS
158	946 4440 017 00	7882 Foothill Rd	ROBINSON TONI L TR
159	946 4550 003 03	4001 Stoneridge Dr	Roman Catholic Bishop Of Oakland
160	946 4550 017 04	Oakland Ave	Roman Catholic Bishop Of Oakland
161	946 2550 014 01	3999 Bernal Ave	Roman Catholic Welfare Corporation of Oakland
162	946 -3479-001-02	1851 Rose Ave	ROSE BLOOM LLC
163	946 1100 012 00	3640 Old Santa Rita Rd	ROSE WILLIAM A & ALLEY LAUREN J
164	950 -0010-013-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE c/o Peachtree
165	950 -0010-012-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE c/o Peachtree
166	950 -0023-013-05	E Vallecitos Rd	RUBY HILL DEVELOPMENT JOINT VENTURE LP c/o Peachtree
167	950 -0010-026-04	E Ruby Hills Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
168	950 -0028-006-00	Ticino Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
169	950 -0023-005-02	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
170	950 -0023-006-04	Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
171	950 -0023-007-00	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
172	950 -0022-037-00	Paladin Way	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
173	950 -0021-049-03	Mercato Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
174	950 -0017-080-00	Via Di Salerno	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
175	950 -0023-008-00	Campinia Pl	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
176	950 -0028-005-00	2280 Manzano Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
177	950 -0014-079-00	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
178	950 -0014-084-01	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
179	950 -0014-063-00	Zenato Pl	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
180	950 0028 001 00	3599 Valenza Way	Ruby Hill Owners' Association c/o Peachtree C.A.S, Inc
181	946 1250 026 03	Stanley Blvd	S P CO 872-1-97E-POR 16
182	946 1251 025 01	Stanley Blvd	S P CO 872-1-97E-POR 18
183	946 1251 025 02	Stanley Blvd	S P CO 872-1-97E-POR 18
184	949 0017 045 00	6275 Clubhouse Dr	SAMI REALTY LLC
185	946 4617 001 00	1 Tuscany Pl	SARICH DANIEL M & BELINDA A TRS
186	941 2778 012 00	4747 Willow Rd	Shaq De Qrs 15 75 Inc
187	950 0005 005 00	Vineyard Ave	SILVER BEAR
188	946 4609 010 05	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association
189	946 4609 011 00	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association

2025 List of Parcels

236	946 1250 025 04	Mohr Ave	W P Co 843-1-21A-32
237	947 0008 012 00	Bernal Ave	W P Co 843-1-21A-Por-25
238	947 0008 014 00	Bernal Ave	W P CO 843-1-21A-POR-25
239	946 -4590-003-00	CASTLEWOOD DR	W P CO 843-1-21A-POR-25
240	947 -0008-013-00	Bernal Ave	W P CO 843-1-21A-POR-25
241	946 4608 007 00	2505 Yolanda Ct	WALL ERIC D & MICHELE
242	947 0012 003 00	Sterling Greens	Walnut Hills HOA c/o Community Association Management
243	947 0012 001 00	Sterling Greens Circle	Walnut Hills HOA c/o Community Association Management
244	946 1350 036 00	83 Silver Oaks Terrace	WARE WILLIE J & MINDY L
245	946 4567 013 01	6 Red Feather Ct	WU FRANK & MENG PRISCILLA TRS
246	941 2100 013 00	4100 Foothill Rd	YERRAM MAMATHA & KOVI SRINIVASA K
247	941 2819 008 00	11933 Dublin Canyon Rd	YOON DANIEL B & JEENEE S TRS
248	946 4623 013 00	W Las Positas Blvd	ZAHERI MATHEW
249	946 -4598-001-00	1333 Montrose Pl	ZHANG LINXIN

April 15, 2025
Fire

TITLE: INTRODUCE AN ORDINANCE DESIGNATING FIRE HAZARD SEVERITY ZONES

SUMMARY

The State Fire Marshal has identified areas within the city of Pleasanton as moderate and high fire hazard severity zones utilizing consistent statewide criteria based on fuel loading, slope, fire weather, and other relevant factors. On February 24, 2025, the Livermore-Pleasanton Fire Department received a map transmittal identifying the city's fire hazard severity zones. Within 30 days of the transmission, the information must be made available for public review and comment. Within 120 days of the transmission, the City shall adopt, by ordinance, the moderate, high, and very high fire hazard severity zones within its jurisdiction.

RECOMMENDATION

Adopt an ordinance designating the fire hazard severity zones within the jurisdiction of the city of Pleasanton as provided to the Livermore-Pleasanton Fire Department by the State Fire Marshal.

BACKGROUND

Government Code Section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors, including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Government Code Section 51178.5 requires that within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones the City and Livermore-Pleasanton Fire Department shall make the information available for public review and comment.

Government Code Section 51179 requires that the City and Livermore-Pleasanton Fire Department shall designate, by ordinance, moderate, high, and very high fire hazard severity zones the City within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

DISCUSSION

At this hearing, the City Council is charged with adopting an ordinance designating the moderate and high fire hazard severity zones within the city of Pleasanton. The designations were made by the State Fire Marshal and provided to the Livermore-Pleasanton Fire Department. The City and Livermore-Pleasanton Fire Department can elect to designate areas beyond those recommended by the State Fire Marshal but can be no less restrictive than the maps as recommended by the State Fire Marshal (see Exhibit A of Attachment 1 for map).

Staff recommends adopting the map as provided by the State Fire Marshal. Provisions have been made within the ordinance to ensure future annexations that have a fire hazard severity zone designation will retain their designation when annexed within the city boundaries.

EQUITY AND SUSTAINABILITY

The adoption of this ordinance will enable the Livermore-Pleasanton Fire Department to further its commitment to creating a safe and sustainable community by mitigating the risk of fire hazards by assuring those areas are built and maintained to the applicable Code and Standards to address the increased predicted fire severity. This step will ensure the safety of our neighborhoods and will promote a healthier and more resilient environment for all residents.

OUTREACH

This information was posted on the City's website and the Livermore-Pleasanton Fire Department website.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Strategic Plan goals of *Safeguarding Our City*, Strategy 6, to implement high-priority items from the 2022-2026 Livermore-Pleasanton Fire Department Strategic Plan.

FISCAL IMPACT

There is no fiscal impact associated with this action at this time. Future costs might be incurred related to the enforcement of the state adopted laws, regulations, and standards within the designated fire hazard severity zones which must be enforced by the City and Livermore-Pleasanton Fire Department.

Prepared by:
Shiffon Smith

Shiffon Smith ,
Administrative Assistant

Submitted by:
Joseph T. Testa

Joseph Testa, Fire Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Ordinance

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO DESIGNATE FIRE HAZARD SEVERITY ZONES**

WHEREAS, Government Code Section 51178 requires the State Fire Marshal shall identify areas in the State as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread; and

WHEREAS, Government Code Section 51178.5 requires that within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps; and

WHEREAS, Government Code Section 51179 requires that the local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

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

SECTION 1. The City hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. The Fire Hazard Severity Zones are identified on the City of Pleasanton – Alameda County – Local Responsibility Area Fire Hazard Severity Zones Map dated February 24, 2025.

SECTION 2. The map provided on February 24, 2025 titled City of Pleasanton – Alameda County – Local Responsibility Area Fire Hazard Severity Zones, approved by the city, is hereby incorporated by reference as Exhibit A, and entitled “City of Pleasanton Fire Hazard Severity Zones.”

SECTION 2. If a parcel or parcels currently outside of the City limits are annexed into the City, and the parcel or parcels were identified as State Responsibility Area with a Fire Hazard Severity Zone, the classification from the State Responsibility Area map effective April 1, 2024 will remain. The City of Pleasanton Fire Hazard Severity Zones map referenced above will be amended to include the incorporated areas as well as their Fire Hazard Severity Zones.

SECTION 4. A summary of this ordinance shall be published once within fifteen (15) days after its adoption in “The Valley Times,” a newspaper of general circulation published in the City of Pleasanton, and the complete ordinance shall be posted for fifteen (15) days in the City Clerk’s office within fifteen (15) days after its adoption.

SECTION 5. This ordinance shall be effective thirty (30) days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 15, 2025 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jack Balch, Mayor

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

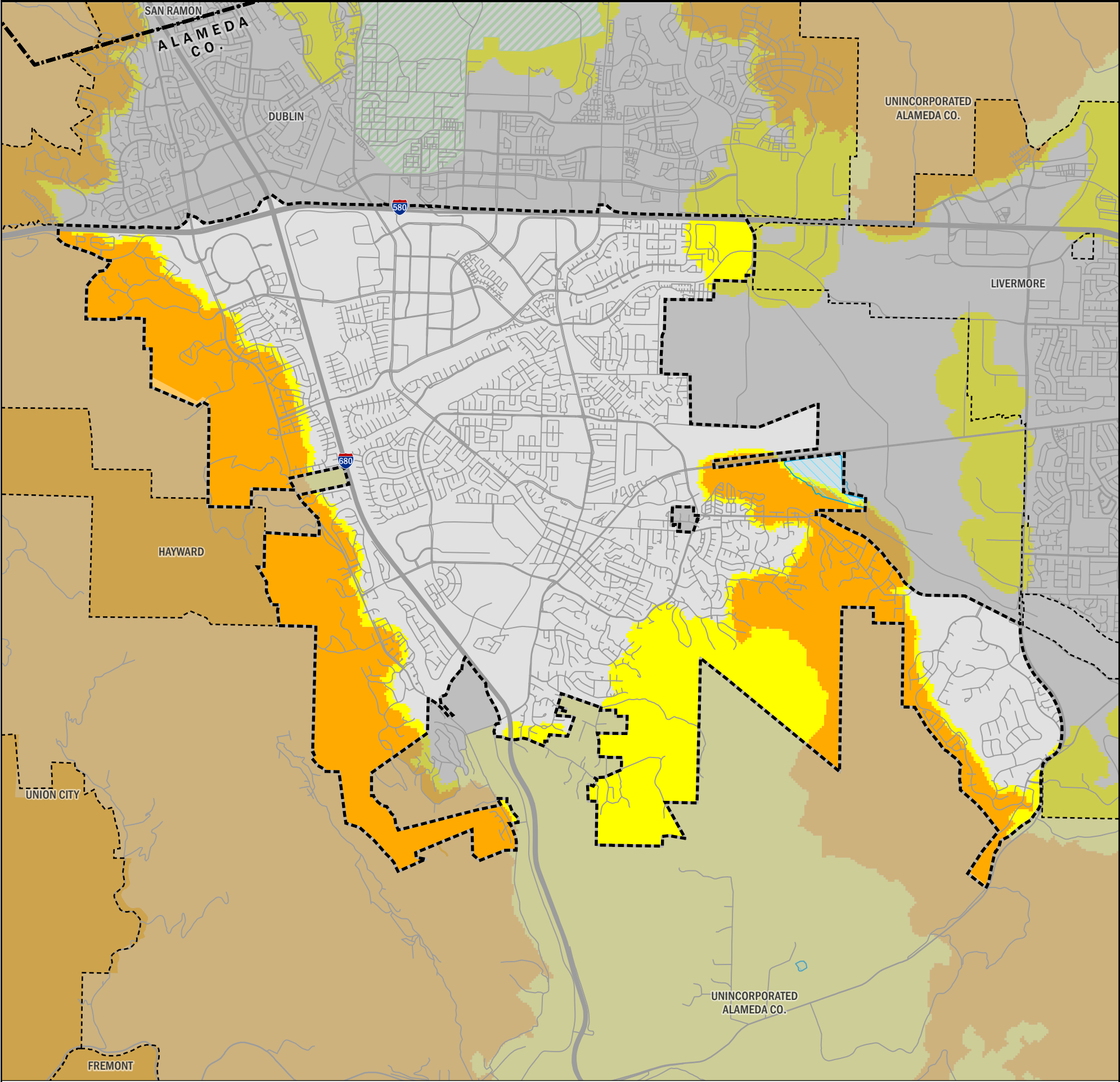
Daniel G. Sodergren, City Attorney

CITY OF PLEASANTON – ALAMEDA COUNTY



Local Responsibility Area
Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
February 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate

Mi 0 1 2

Km 0 1 2 3 4

Projection: NAD 83 California Teale Albers
Scale: 1:58,000 at 11" x 17"

Incorporated City

Unzoned LRA

Waterbody

Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

April 15, 2025
Police

TITLE: APPROVE ANNUAL STREET CLOSURES FOR 2025

SUMMARY

The Pleasanton Municipal Code requires City Council approval of parades and special events, which necessitate the temporary closure of city streets and temporary parking restrictions.

RECOMMENDATION

Approve the special events street closures for 2025.

BACKGROUND

During 2025, 15 special events are planned which will require street closures or parking restrictions. Staff recommends the City Council approve these events for the calendar year.

DISCUSSION

Advance approval for most events will streamline the approval process without sacrificing City input and control.

If approval is granted for the stated events (Attachment 1), the Police Department will continue to process all event applications as in prior years. Event organizers will be required to submit a parade/street closure application, an insurance policy to indemnify the City from liability associated with the event, and detailed information about the operation of the event. Police Department staff will ensure event organizers effectively manage community notifications of potential event impacts as well as associated roadway closures.

Prior to each event, the Police Chief will declare that an unusual condition exists, thereby allowing city streets to be temporarily closed and authorizing temporary parking controls on affected streets to be enforced.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is a routine matter of City business.

OUTREACH

Not applicable, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action supports the ONE Pleasanton strategic plan goal of *Building a Community Where Everyone Belongs* to foster community engagement and conduct effective planning to promote a livable and economically vibrant community.

FISCAL IMPACT

These closure events will require Police Department overtime hours for street closures and event staffing relating to 15 special events (14 with fiscal impact) this year, although anticipated to be a decrease from 2024. The Streets Division will need regular and overtime hours to prepare for, set up, and remove barriers, cones, and barricades for the special events noted in this report. The number of Police and Public Works staff hours will be determined based on the logistics and details of each individual event. Direct City support can be recovered on an actual cost basis for all special events; pre-event estimates will be provided to event organizers.

Prepared by:



Jason Knight, Police
Sergeant

Submitted by:



Tracy Avelar, Police Chief

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Street Closures 2025

Recommended Annual Street Closures

<u>Month</u>	<u>Event Name</u>	<u>Location</u>
<u>April</u>		
29	PPIE 5/10/15k	Main Street/various neighborhood
<u>May</u>		
*31	Dash for Cash	Franklin/Johnson
<u>June</u>		
6-8	Weekend on Main Street	Main St.
<u>August</u>		
1-3	Weekend on Main Street	Main St.
1,8,15,22,29	Concert in the Park	Neal Street from Railroad and First St.
16	Soccer Parade	Main Street and nearby streets
<u>October</u>		
25	FHS Band Parade	Main Street and nearby streets
26	Spirit Halloween Run	Main Street and nearby streets
<u>November</u>		
9	Veteran's Day Parade	Main Street and nearby streets
<u>December</u>		
TBD	Hometown Holiday Parade	Main Street and nearby streets
5-7	Weekend on Main Street	Main St.

*No Fiscal Impact

CITY COUNCIL AGENDA REPORT

April 15, 2025
Public Works - Utilities Division

TITLE: ADOPT A RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR POST-COLLECTION OF RECYCLABLE MATERIALS PROCESSING AND DIVERSION SERVICES BETWEEN THE CITY OF PLEASANTON AND GREENWASTE RECOVERY, LLC

SUMMARY

The City of Pleasanton distributed a Request for Proposals (RFP) on September 16, 2024, as part of a competitive procurement process to secure a recyclables materials processing and diversion services provider. The City's goal for the RFP was to obtain cost-effective recycling processing services at environmentally-compliant facilities. After evaluating proposals from three qualified vendors, City staff and the City Council Waste and Recycling Subcommittee found GreenWaste Recovery, LLC. (GreenWaste) to be the most qualified option. GreenWaste's proposal offers the lowest tipping fee, a high diversion rate, strong compliance with the statewide recycling policy, and a flexible material acceptance approach, ensuring long-term sustainability and financial stability for the City's recycling program.

RECOMMENDATION

Staff and the Waste and Recycling Subcommittee recommend the City Council adopt a resolution to approve and authorize the execution of an Agreement for Recyclables Materials Processing and Diversion Services between the City of Pleasanton and GreenWaste Recovery, LLC., subject to final review and incorporation of non-substantive clerical and administrative corrections. The agreement is fully negotiated and provided with this report (see Attachment 1).

BACKGROUND

The City has an exclusive agreement with Pleasanton Garbage Service, Inc. (PGS) for the collection and transport of Solid Waste, Recyclable Materials, and Organic Materials Services (Agreement). This Agreement became effective July 1, 2018, and expires on June 30, 2029.

On June 23, 2017, at the City's request, PGS submitted a proposal for a new Agreement. During negotiations, both parties acknowledged the necessity of a public bidding process to secure post-collection processing services for organic and recyclable materials. This was due to PGS's inability to obtain favorable pricing for organics processing and the high cost of processing recyclables at the PGS transfer station, which operates at a lower volume and incurs relatively high per-ton operational costs.

In 2018, the City and PGS finalized the Agreement, which established that PGS would not be responsible for processing organic and recyclable materials but would be required to transport those materials to a facility designated by the City. Section 5.13.11 of the Agreement, titled "Alternative Facility Designation by City," grants the City authority to direct PGS to deliver organics and recyclable materials to a designated facility.

That same year, the City conducted a public procurement process to secure a provider for recyclable materials processing. However, due to the implementation of China’s “National Sword” policy, which imposed strict contamination standards for recyclable materials and restricted the import of solid waste, the City did not receive any proposals. As a result, PGS agreed to continue providing recyclable materials processing services until the City identified an alternative provider. In the interim, PGS secured third-party organics processing capacity at rates and terms acceptable to the City, addressing the need for that service.

By 2024, with the introduction of a new statewide recycling policy (SB 54) that mandates higher levels of material recovery and an improved market for recycling services, the City determined it was appropriate to seek a new recyclable materials processing service provider. On September 16, 2024, the City issued an RFP for recyclable materials processing and diversion services. Three qualified proposals were received, and the City undertook a comprehensive evaluation process to determine the most suitable provider.

DISCUSSION

The City conducted a competitive procurement process to secure a new recyclable materials processing and diversion service provider. The key milestones in the RFP process were as follows:

Activity	Completion Date
Release of RFP	September 16, 2024
Proposers submit proposals	November 8, 2024
Proposal evaluation period	November – December 2024
Shortlist of two (2) proposers for interviews	December 2024
Negotiations with selected proposer	January – March 2025
Commencement of Agreement	July 1, 2025

Three proposals were received from Cal-Waste Industries (Cal-Waste), Republic Services, Inc (Republic), and GreenWaste. Staff performed a preliminary review of all proposals to ensure they adhered to the requirements specified in the RFP. Following a compliance check, a shortlist was developed based on presented costs: Republic and GreenWaste. Staff then conducted a detailed evaluation based on proposal evaluation criteria. To gain a deeper understanding of the proposers, the City conducted interviews and facility tours with Republic and GreenWaste.

Based on the city’s due diligence review and evaluation of the proposals received, consistent with the evaluation criteria established in the RFP, staff determined that GreenWaste is the most favorable option for the City based on various factors, including cost-effectiveness, processing capabilities, compliance with SB 54 requirements, and overall service quality.

Evaluation Considerations

In March, City staff and the City Council Waste and Recycling Subcommittee met to review the final proposal and agreement terms and to make a recommendation to the City Council for the selection of a contractor. Staff and the Waste and Recycling Subcommittee find that GreenWaste offers the City the best overall value among the proposals received and recommend the City Council award the Agreement to GreenWaste.

The following summarizes the key value differences that form the basis for the recommendation (details are included in Attachment 2):

- **Cost of Services** - GreenWaste offered a significantly lower tipping fee, which is the cost to dispose of waste at the landfill, of \$90.00 per ton compared to Republic's \$250.22 per ton, leading to substantial cost savings for the City.
- **Revenue Share to City** - While both GreenWaste and Republic offer 95 percent revenue share to the City, GreenWaste provides additional value by guaranteeing that less than 10 percent of the material that cannot be recycled, known as "residue", will contain marketable recyclable materials, ensuring higher material recovery.
- **Diversion Rate Guarantee** - GreenWaste committed to a higher diversion rate guarantee (80 percent versus Republic's 70 percent), ensuring more materials are recovered and diverted from landfills.
- **Acceptance List/Market Value** - GreenWaste also demonstrated a more flexible and comprehensive approach to material acceptance by including commodities with inconsistent markets such as film plastics, large rigid plastics (children's toys), aseptic containers (cartons), and textiles, whereas Republic had a more restrictive list. This adaptability aligns well with the City's evolving recycling needs.
- **Responsiveness to SB 54** - GreenWaste exhibited greater responsiveness to SB 54 regulations, working proactively with the City to revise accepted materials and adapt to regulatory changes, ensuring compliance and operational efficiency.
- **Exceptions to Agreement** - GreenWaste had fewer exceptions to the agreement (106 versus Republic's 122), indicating fewer contractual challenges.
- **Facility Distance from PGS Transfer Station** - Although GreenWaste's facility is in San Jose, approximately 27 miles away from the PGS Transfer Station, its overall costs remain lower, even with the increased distance.

The Agreement would begin on July 1, 2025, and continue through June 30, 2029, unless extended for up to additional five years.

EQUITY AND SUSTAINABILITY

As a full-service municipality, the City provides a wide range of services and programs to meet the needs of all members of the community. The waste and recycling program takes into account both equity and sustainability considerations to ensure fair access to services and promote environmentally responsible waste management practices. Consulting assistance for waste disposal is vital to ensuring that the services the City provides are available in a healthy and safe manner to all members of the Pleasanton community.

OUTREACH

On March 5, 2025, a publicly-noticed City Council Waste and Recycling Subcommittee meeting was held.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton strategic plan goal of *Investing in Our Environment* to continue to implement priority items from the Climate Action Plan 2.0 (CAP) to lead by example in environmental sustainability.

FISCAL IMPACT

In adopting the resolution for the proposed Agreement with Greenwaste, GreenWaste shall remit 95 percent of the calculated value associated with the contractor's recovery of the City's recyclable materials delivered to the City under this Agreement. The value shall be calculated in accordance with the Revenue Sharing Calculation, established annually and divided into 12 equal installments. Revenue for this Agreement is an estimated \$1 million per year and will be allocated to the PGS Reserve Fund 171.

Prepared by:



Siew-Chin Yeong, Director
of Public Works

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Agreement Between City of Pleasanton and GreenWaste Recovery, LLC for Recyclable Materials Processing and Diversion Services
2. Evaluation Summary
3. Resolution

DRAFT AGREEMENT
BETWEEN
THE CITY OF PLEASANTON
AND
GREENWASTE RECOVERY, LLC
FOR
RECYCLABLE MATERIALS PROCESSING AND DIVERSION
SERVICES

APRIL 1, 2025

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EXHIBITS

- A. Reporting Requirements
- B. Performance Standards and Liquidated Damages
- C. Iran Contracting Certification
- D. Preliminary List of Recyclable Materials
- E. Contractor's Proposal
- F. Approved Affiliates and Subcontractors
- G. Initial Tipping Fees for Post Collection
- H. Recyclable Materials Revenue Sharing Calculation
- I. Contractor's Recyclable Materials Characterization Study Methodology
- J. Reserved
- K. Facility Description

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**AGREEMENT
BETWEEN
THE CITY OF PLEASANTON
AND
GREENWASTE RECOVERY, LLC
FOR
RECYCLABLE MATERIALS PROCESSING, AND DIVERSION
SERVICES**

This Agreement for Recyclable Materials Processing and Diversion Services ("Agreement") is entered into on the ____ Day of _____, 2025, by and between the City of Pleasanton (hereinafter, "the City"), and GreenWaste Recovery, LLC (hereinafter, "Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") and subsequent modifications thereto, established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices;

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, along with diminishing Disposal Site space and potential adverse environmental impacts from landfilling, and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation, including, but not limited to, the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016], the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), AB 1594, AB 1201, AB343, and the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed;

WHEREAS, in 1990, the Alameda County Waste Reduction and Recycling Initiative Charter Amendment established a county-wide Solid Waste Diversion rate goal of seventy-five percent (75%) by 2010;

WHEREAS, in 2010, the Alameda County Source Reduction and Recycling Board (“StopWaste”) adopted a Strategic Plan that included a new waste diversion goal. By 2020, Alameda County wanted less than ten percent (10%) of waste deposited in Alameda County’s landfills to be readily Recyclable or Compostable;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that public health, safety, and well-being requires that an exclusive right be awarded to a qualified Contractor to provide for the Collection, Transportation, and Processing (where permitted under this Agreement) of Solid Waste, Recyclable Materials, Organic Materials, Construction and Demolition Debris, Bulky Items and other services related to meeting the City's customer service and environmental goals, as well as goals established through the City's Climate Action Plan;

WHEREAS, the City Council further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, Transfer and/or Disposal of Solid Waste, Recyclable Materials, and Organic Materials;

WHEREAS, the City has entered into a franchise agreement with Pleasanton Garbage Service (“Franchised Collector”) for the Collection, Transfer, and Transport of Solid Waste, Recyclable Materials, and Organic Materials generated within the City;

WHEREAS, the City Council initiated a request for proposals for Recyclable Materials Processing services, and through a competitive procurement process received Contractor’s Proposal;

WHEREAS, the City Council has found and determined, based on Contractor’s Proposal, qualifications, demonstrated experience, reputation, and reasonable and competitive cost to the City, that Contractor is best able to provide Recyclable Materials Processing services in order to protect public health, safety, and well-being of the City;

WHEREAS, Contractor has represented and warranted to the City that it has the experience, responsibility, qualifications, and ability to implement safe, thorough, and competent Processing and Diversion services in compliance with Applicable Law and the provisions of this Agreement;

WHEREAS, the City has determined that, in the event Contractor satisfies the terms and conditions of this Agreement, it is in the best interest of the City and its residents, taking into account the qualifications and experience of Contractor, the cost of providing such services, and the revenues from the sale of materials for the City, to ensure the Delivery of Recyclable Materials collected in the City by the City’s Franchised Collector to the Approved Processing Facility(ies);

WHEREAS, both the City and Contractor are mindful of the provisions of the laws governing the safe transfer, transport, Processing and Diversion of Recyclable Materials and Disposal of Solid Waste, including AB 939, AB 341, AB 1826, SB 1383, and the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.;

WHEREAS, neither the City nor Contractor can anticipate all of the possible needs, considerations, or eventualities that may arise during the Term of this Agreement, and the Parties agree that they will work together in a spirit of mutual cooperation to resolve any such issues as and when they arise; and,

WHEREAS, neither the City nor Contractor can anticipate any changes in the industry as to the future means or methods of collection, transfer, transport, processing, diversion, and/or disposal services, and will work cooperatively to address such opportunities and/or issues as and when they arise.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the Parties do hereby agree as follows:

ARTICLE 1 DEFINITIONS

“AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341,” as amended, supplemented, superseded, and replaced from time to time.

“AB 901” means Assembly Bill 901, approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of; amended, renumbered, and added Section 41821.6 of; and, added Sections 41821.6

to, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code § 40000, et seq.), as amended, supplemented, superseded, and replaced from time to time.

"AB 1201" means Assembly Bill 1201, approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1594" means Assembly Bill 1594 approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1669" means Assembly Bill 1669, approved by the Governor of the State of California on September 30, 2016, which amends California Labor Code Sections 1070 through 1076 with respect to the hiring of displaced employees under service contracts for the collection and transportation of solid waste.

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

"AB 2176" means the Large Venue Recycling Act (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the California Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

"Accept" or **"Acceptance"** (or other variations thereof) means the receipt and acceptance of Delivered Franchised Material by an Approved or Designated Facility that results in a transfer of Ownership of any Franchised Material: i) from the Franchised Collector to Contractor; or, ii) from Contractor to an Approved or Designated Facility.

"Actions" means all actions including claims, demands, causes of action, suits, mediation, arbitration, hearings, investigations, inquiries and proceedings, whether legal, judicial, quasi-judicial, governmental or administrative in nature and whether threatened, brought, instituted or settled.

"Advanced Clean Fleets Regulation" means 13 CCR Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016, as amended, supplemented, superseded, and replaced from time to time.

"Affiliate" means any Person, corporation, or other entity directly or indirectly controlling or controlled by another Person, corporation or other entity, or under direct or indirect common management or control with such Person, corporation, or entity. As between any two (2) or more Persons or entities, when ten percent (10%) of one is Owned, managed, or controlled by another, they are hereunder Affiliates of one another. In a joint venture, each party to the joint venture may have his or her own Affiliate.

"Agreement" means this Agreement for Materials Transfer Processing, and Diversion Services between the City and Contractor, including all Exhibits, Attachments, and any future amendments hereto.

"Alternative Daily Cover (ADC)" means cover material used at a Disposal Site, other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating Day to control blowing litter, fires, odor, scavenging, and vectors; or, means materials used as soil amendments for erosion control and landscaping.

118 **“Alternative Intermediate Cover (AIC)”** means CalRecycle-approved materials other than soil used at a landfill on
 119 all surfaces of the fill where no additional Solid Waste will be deposited within one hundred eighty (180) Days.
 120 Generally, these materials must be Processed so that they do not allow gaps in the face surface, which would provide
 121 breeding grounds for insects and vermin.

122 **“Annual Percentage Change”** means the annual percentage change in any of the indices defined below, calculated
 123 as described in the following paragraph.

124 The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently
 125 available twelve- (12-) month period of the then-current Rate Year minus the Average Index Value for the
 126 corresponding twelve- (12-) month period of the most-recently-completed Rate Year and the result of which shall
 127 be divided by the Average Index Value for the same twelve- (12-) month period of the most recently completed Rate
 128 Year. The Annual Percentage Change shall be rounded (up or down) to the nearest thousandth (1,000th).

129 For example, if Contractor is preparing its Rate application in January of 2028 for Rates to be effective for Rate Year
 130 Two, the Annual Percentage Change in CPI-U shall be calculated as follows: [(Average Index Value CPI-U for January
 131 2027 through December 2027) – (Average Index Value CPI-U for January 2026 through December 2026)] / (Average
 132 Index Value CPI-U for January 2026 through December 2026)].

133 **“Applicable Law”** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees,
 134 permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection,
 135 Transportation, Processing, and Disposal of Recyclable Materials, Organic Materials, C&D Debris, and/or Excluded
 136 Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this
 137 Agreement. The Parties acknowledge that, as of the date of this Agreement, the State has passed legislation
 138 including, but not limited to, AB 1201, SB 54, SB 343, and the Advanced Clean Fleets Regulation, where further
 139 regulatory requirements may be established.

140 **“Approved Affiliates”** means the Affiliates listed on Exhibit F that provide services, property, equipment, vehicles,
 141 or other support related directly or indirectly to this Agreement.

142 **“Approved Disposal Facility”** means the Regen Monterey Landfill, which is Owned by Monterey County and
 143 operated by Regen Monterey, and approved by the City for Disposal of Residue.

144 **“Approved Facility(ies)”** means the Approved Disposal Facility and Approved Recyclable Materials Processing
 145 Facility.

146 **“Approved Recyclable Materials Processing Facility”** means the GreenWaste San Jose MRF, which is Owned by
 147 GreenWaste Recovery, LLC and operated by GreenWaste Recovery, LLC, and approved by the City for Processing of
 148 Recyclable Materials.

149 **“Average Index Value”** means the sum of the monthly index values during the most recently available twelve- (12-)
 150 month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index
 151 values divided by six (6) (in the case of indices published bi-monthly).

152 **“Batteries”** means alkaline batteries that are typically found in common household items such as flashlights,
 153 cameras, toys, lithium batteries, rechargeable batteries, and any type of battery found in a motorized or electric
 154 vehicle.

155 **“Beneficial Reuse Purposes”** means use of material for beneficial reuse at a Disposal Site, which shall include, but
 156 not be limited to, the following: Alternative Daily Cover, Alternative Intermediate Cover, final cover foundation layer,
 157 liner operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather
 158 operations pads and access roads, and soil amendments for erosion control and landscaping.

159 **“Bulky Items”** means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require
160 special Collection due to their size, but can be Collected by one Person without the assistance of special loading
161 equipment (such as forklifts or cranes) without violating vehicle Load limits. They do not include abandoned
162 automobiles, large auto parts, or trees.

163 **“Business Days”** means Days during which the City’s offices are open to do business with the public.

164 **“CALGreen”** means the California Green Building Standards Code, Part 11, Title 24, of the CCR, as amended,
165 supplemented, superseded, and replaced from time to time, and including, but not limited to, any implementing
166 local regulations related to CALGreen that are included in any Member Agency Municipal Code.

167 **“California Code of Regulations (CCR)”** means the State of California Code of Regulations. CCR references in this
168 Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14
169 of CCR).

170 **“CalRecycle”** means California's Department of Resources Recycling and Recovery.

171 **“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.
172 Section 9600 et seq.).

173 **“Change in Law”** means any of the following events or conditions that has a material and adverse effect on the
174 performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

175 (1) The enactment, adoption, promulgation, issuance, modification, elimination, or written change in
176 administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

177 (2) The order or judgment of any governmental body, on or after the Effective Date, to the extent such
178 order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable
179 diligence of the City or Contractor, whichever is asserting the occurrence of a Change in Law; provided,
180 however, that the contesting in good faith or the failure in good faith to contest any such order or
181 judgment shall not constitute or be construed as such a willful or negligent action, error or omission,
182 or lack of reasonable diligence.

183 **“City”** means the City of Pleasanton, a municipal corporation, and all the territory lying within the municipal
184 boundaries of the City as presently existing or as such boundaries may be modified during the Term.

185 **“City Contract Manager”** means the City Manager or their designee.

186 **“Collect” or “Collection”** (or any variation thereof) means the act of removing Recyclable Materials from the place
187 of generation within the City, and Delivering such materials to the Approved Facility(ies).

188 **“Commencement Date”** means July 1, 2025, or the date when Contractor shall begin to provide all Services set forth
189 in this Agreement.

190 **“Commercial”** means of, from or pertaining to non-Residential premises where business activity is conducted,
191 including, but not limited to, wholesale and retail sales and operations, services, manufacturing and industrial
192 operations, but excluding businesses conducted upon Residential property which are permitted under applicable
193 zoning regulations and are not the primary use of the property.

194 **“Construction and Demolition Debris” or “C&D”** means Discarded Materials removed from Premises during the
195 construction or renovation of a structure as a result of construction, remodeling, repair, or demolition operations
196 on any Residential or Commercial building or other structure, including pavement. Typically, building or other

197 modification Permits are required for Premises during construction or renovation; however, a property Owner's
198 failure to secure Permits shall not change the way materials from such projects are defined herein.

199 **"Contaminant(s)"** or **"Contamination"** (or other variations thereof) means any materials not identified in Exhibit D,
200 which are Collected by Franchised Collector with Recyclable Materials excluding Items 2 through 12 in the definition
201 of Unpermitted Waste.

202 **"Contractor"** means GreenWaste Recovery, LLC, any Subcontractors, and Approved Affiliates listed in Exhibit F.

203 **"Contractor's Proposal"** means the proposal to provide the Services described in this Agreement, submitted to the
204 City by Contractor, which is attached to this Agreement as Exhibit E, and incorporated herein by reference.

205 **"Contractor Revenue"** means Gross Receipts plus any revenue received from the sale of Recovered Materials less
206 Recovered Materials Revenue Payments to the City pursuant to Article 7.

207 **"CPI-U"** means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-
208 Oakland-Hayward Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor
209 Statistics.

210 **"Criminal Activity"** means, but is not limited to:

211 (1) any criminal offense in connection with obtaining, attempting to obtain or procuring a public or private
212 agreement related to Solid Waste, Organic Materials, or Recyclable Materials services of any kind,
213 including this Agreement;

214 (2) bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;

215 (3) fraud, embezzlement, extortion, racketeering, false claims, forgery, falsification or destruction of
216 records, obstruction of justice, knowingly receiving stolen property, theft; and/or,

217 (4) violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market
218 allocation, and of unfair and anti-competitive trade practice laws, including with respect to
219 determination of Recovered Materials Revenue Payments.

220 **"Days"** means calendar days, including Saturdays, Sundays, and Holidays, except as otherwise specifically provided
221 herein.

222 **"Delivered"** or **"Delivery"** (or other variations thereof) means arrival of Recyclable Materials in Franchised Collector's
223 Collection vehicles at the entrance of an Approved Facility during Facility receiving hours for the purposes of
224 Acceptance.

225 **"Designated Waste"** means non-Hazardous Waste which may pose special Disposal problems because of its
226 potential to contaminate the environment and which may be Disposed of only in Class II Disposal sites or Class III
227 Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste
228 consists of those substances classified as Designated Waste by the State of California, CCR Title 23, Section 2522 as
229 may be amended from time to time.

230 **"Direct Costs"** means the sum of:

231 (1) payroll costs directly related to Contractor's performance, or supervision of any obligation pursuant to
232 the provisions of this Agreement, or the City's administration and enforcement of this Agreement,
233 comprised of compensation and fringe benefits, including vacation, sick leave, Holidays, retirement,

234 workers compensation insurance, Federal and State unemployment taxes and all medical and health
 235 insurance benefits; plus

236 (2) the costs of materials, services, direct rental costs and supplies; plus

237 (3) the reasonable costs of any payments to Subcontractors necessary to and in connection with the
 238 performance under or administration and enforcement of this Agreement; plus

239 (4) any other cost or expense which is directly or normally associated with the task performed.

240 Such Direct Costs are to be substantiated by: (i) a certificate signed by the principal financial officer of Contractor or
 241 the authorized representative of the City or his or her designee, as the case may be, setting forth the amount of the
 242 cost and the reason why the cost is properly chargeable, as the case may be, and representing that the cost is an
 243 arm's length and competitive price, if there are competitive prices, for the service or materials supplied; and (ii) if
 244 the City or Contractor requests, as the case may be, additional back-up documentation as may be available to
 245 reasonably substantiate any Direct Cost, including invoices from suppliers and Subcontractors.

246 **"Disposal"** (or any variation thereof) means the final disposition of Solid Waste or Processing Residue at a Disposal
 247 Site.

248 **"Disposal Site"** means a Permitted location for the ultimate Disposal of Solid Waste and Processing Residue.

249 **"Diversion"** (or any variation thereof) means activities that reduce or eliminate the amount of Solid Waste from
 250 Disposal, including, but not limited to, Processing Recyclable Materials at a Processing Facility.

251 **"Effective Date"** means the date on which the Agreement becomes binding upon the Parties, which is the date when
 252 the latter of the Parties has executed this Agreement.

253 **"Electronic Materials" or "E-Materials"** means discarded electronic equipment including, but not limited to,
 254 televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including
 255 external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo
 256 speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some
 257 E-Materials or components thereof may be Hazardous Waste or include Hazardous Substances and thus require
 258 special handling, Processing, or Disposal.

259 **"Event of Default"** means a default by Contractor as described in Section 11.4.

260 **"Excluded Materials"** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile,
 261 corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably
 262 believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance,
 263 including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in
 264 Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a
 265 nuisance or otherwise create or expose Contractor or the City to potential liability; but not including de minimis
 266 volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after
 267 implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Batteries and paint in
 268 compliance with Sections 41500 and 41802 of the California Public Resources Code.

269 **"Extended Producer Responsibility Program" or "EPR Program"** means an environmental program or policy
 270 codified, enforced, and/or monitored by local, State, or Federal governments in which a producer's, distributor's, or
 271 retailer's administrative, financial, operational, and/or physical responsibility for a product is extended to the post-
 272 consumer stage of a product's life cycle. Extended Producer Responsibility Programs may be implemented by
 273 individual producers, collective industry organizations such as a producer responsibility organization or Stewardship
 274 Organization, or other regulated entities specified under the program. Such programs may cover individual products

275 or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the
276 program.

277 **“Facility”** means any plant(s) or site(s), Owned or leased, maintained, operated and/or used by Contractor for
278 purposes of performing under this Agreement.

279 **“Federal”** means belonging to or pertaining to the Federal government of the United States.

280 **“Franchise”** means the right granted by the City to the Franchised Collector to provide Solid Waste, Recyclable
281 Materials, and Organic Materials Collection services within the City and Transportation of and Delivery of the
282 Recyclable Materials to a Facility selected by the City in accordance with the terms and conditions of the Franchise
283 Agreement between the City and the Franchised Collector.

284 **“Franchised Collector”** means Pleasanton Garbage Service, Inc. or PGS, which entered into an exclusive franchise
285 agreement with the City, entitled “Agreement between the City of Pleasanton and Pleasanton Garbage Service, Inc.
286 for Solid Waste, Recyclable Materials, and Organic Materials Services,” dated [REDACTED].

287 **“Generator”** means any Person that generates or produces Recyclable Materials, or whose act first causes Recyclable
288 Materials to become subject to regulation.

289 **“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by
290 reference) as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "toxic waste," "pollutant," "toxic
291 substances," or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the
292 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq.
293 (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and
294 Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety
295 Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California
296 Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated
297 statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material,
298 chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State
299 or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos,
300 polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

301 **“Hazardous Waste”** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely
302 Hazardous Waste by the State of California in Health and Safety Code Sections 25117, 25110.02, and 25115, or in
303 the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the
304 U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC
305 Section 6901, et seq.), all future amendments thereto and all rules and regulations promulgated thereunder.

306 **“Holidays”** are defined as New Year’s Day and Christmas Day.

307 **“Infectious Waste”** means medical or biomedical waste generated at hospitals, public or private medical clinics,
308 dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and
309 other similar establishments that are identified in Health and Safety Code Section 25117.5.

310 **“Liquidated Damages”** means the amounts agreed upon by Contractor and City as fair and reasonable damages for
311 Contractor’s failure to meet specific quantifiable standards of performance as described in Section 11.9 and Exhibit
312 B.

313 **“Load”** means the payload contents of a Collection vehicle or Transfer Vehicle measured in Tons.

314 **“Market” or “Marketing”** (or other variations thereof) means all obligations of Contractor hereunder with respect
315 to selling or giving away Recovered Materials, including market promotion, storage, insurance, packaging,
316 transportation, sales, weighing, and maintaining records with respect thereto.

317 **“Maximum Vehicle Turnaround Time”** means the turnaround time specified in Section 6.4 for vehicles Delivering
318 Recyclable Materials to the Approved Facilities, where the turnaround time for each vehicle is measured from the
319 vehicle’s arrival time, which shall be recorded at the motor vehicle scale when the inbound weight of the vehicle is
320 recorded at the Approved Facility property, until the vehicle’s departure time, when it exits that Approved Facility.
321 The calculation of Maximum Vehicle Turnaround Time excludes any delays caused by the Franchised Collector,
322 including, but not limited to, extended untarping time, extended unloading time, driver personal time, and
323 mechanical problems.

324 **“Multi-Family Dwelling” or “Multi-Family”** means any Residential complex, other than a Single-Family premises,
325 used for Residential purposes, which has centralized Collection service for all Residential units in the building and
326 may be billed as one address.

327 **“Ownership” or “Own”** (or other variations thereof) means ownership as defined in the constructive Ownership
328 provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date herein, and Section
329 318(a)(5)(C) shall be disregarded. For purposes of determining Ownership under this paragraph and constructive or
330 indirect Ownership under Section 318(a), Ownership interest of less than ten (10) percent shall be disregarded and
331 percentage interests shall be determined on the basis of the percentage of voting interest of value which the
332 Ownership interest represents, whichever is greater.

333 **“Party(ies)”** means the City and Contractor, individually or together.

334 **“Permits”** means all Federal, State, county, City, or other local or any other governmental permits, orders, licenses,
335 approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or
336 maintained by any Person, including Contractor, with respect to the Services performed under this Agreement, as
337 renewed or amended from time to time.

338 **“Person(s)”** means any individual, business, firm, association, organization, partnership, public or private
339 corporation, trust, joint venture, political subdivision, special purpose district, the County of Alameda, or public or
340 governmental entity.

341 **“Process” or “Processing”** (or any variation thereof) means the controlled separation, volume reduction, or
342 conversion of materials, including, but not limited to, organized, manual, automated, or mechanical sorting, the use
343 of vehicles for spreading of waste for the purpose of Recovery, and/or includes the use of conveyor belts, sorting
344 lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20) to produce
345 Recoverable materials for Recycling.

346 **“Processing Facility”** means a Permitted Facility in which materials are sorted, separated, or otherwise manipulated
347 for the purposes of Recovering Marketable commodities.

348 **“Rate Year”** means a twelve (12) month period, commencing July 1 and concluding June 30, with the exception of
349 Rate Year One.

350 **“Rate Year One”** means the first Rate Year covered by this Agreement.

351 **“Recovery” or “Recover” or “Recovered”** (or other variations thereof) means the picking, pulling, sorting, separating,
352 and classifying of Recyclable Materials whether by manual or mechanical means, after Acceptance of the materials
353 and before Marketing of Recovered Materials, including Recycling, material reuse and recovery.

354 **“Recovered Material”** means materials which have been Recovered from Recyclable Materials through Processing
355 activities.

356 **“Recovered Materials Revenue Payments”** means the money paid by Contractor to the City on a quarterly basis
357 representing the City’s share of the revenues Contractor receives from the Marketing of the Recovered Materials
358 resulting from the Processing of Recyclable Materials.

359 **“Recyclable Materials”** means newspaper, cardboard, mixed color paper, white paper, junk mail, magazines,
360 telephone books, paper bags, cereal and food boxes, egg cartons, plastic bottles and containers labeled #1-7, plastic
361 milk containers, detergent containers, clear, brown, and green food and beverage container glass, cans of aluminum,
362 steel, tin, food cans, empty aerosol cans, pipe tins or other materials having economic value contained within a Load
363 of Recyclable Materials which have been separated from Solid Waste and Organic Materials prior to Collection, and
364 may also include any other type of Recyclable waste material agreed on by the Parties. Recyclable Materials do not
365 include Unpermitted Materials, Excluded Materials, or other Franchised Materials. Recyclable Materials are the
366 materials listed in Exhibit D that may be replaced by a list posted by the City in their sole discretion from time to
367 time and provided to Contractor.

368 **“Recycled”** or **“Recycling”** (or other variations thereof) means the treating or reconstituting materials that are or
369 would otherwise be Disposed of and returning them to the economic mainstream in the form of raw material for
370 new, reused, or reconstituted products. Recycling includes processes deemed to constitute a reduction of landfill
371 Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include the use of Franchised
372 Materials for gasification or transformation as defined in Public Resources Code Section 40201.

373 **“Residential”** means of, from, or pertaining to a Single-Family premises or Multi-Family premises including Single-
374 Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative
375 apartments.

376 **“Residue”** means materials that remain after Acceptance, Processing, and Diversion of Recyclable Materials, which
377 may not be Recovered, and which subsequently require Disposal.

378 **“SB 54”** means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor
379 of the State of California on June 30, 2022, which amended Section 41821.5 of the California Public Resources Code
380 to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded,
381 and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implementing regulations
382 developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

383 **“SB 343”** means the Environmental Advertising: Recycling Symbol: Recyclability: Products and Packaging Senate Bill
384 approved by the Governor of the State of California on October 5, 2021, which amended Sections 17580, 17580.5 of
385 the California Business and Professions Code, and amended Sections 18015 and 42355.5 of, and added Section
386 42355.51 to, the California Public Resources Code, relating to environmental advertising, as amended,
387 supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 343 includes
388 any implementing regulations developed by CalRecycle, as amended, supplemented, superseded, and replaced from
389 time to time.

390 **“SB 1016”** means Senate Bill 1016 approved by the Governor of the State of California on September 26, 2008, which
391 amended Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, amended the headings of
392 Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of
393 Division 30 of, added Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and repealed and added
394 Section 41825 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and
395 replaced from time to time.

396 **“SB 1383”** means Senate Bill 1383 of 2016 approved by the Governor of the State of California on September 19,
397 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and

398 added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources
399 Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived
400 climate pollutants as amended, supplemented, superseded, and replaced from time to time.

401 For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic
402 Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12
403 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

404 **“Services”** mean all obligations of Contractor under and in accordance with this Agreement to the City.

405 **“Single-Family Dwelling”** or **“Single-Family”** means any detached or attached house or residence designed or used
406 for occupancy by one (1) family, provided that Collection service feasibly can be provided to such premises as an
407 independent unit, and the owner or occupant of such independent unit is billed directly for the Collection service.
408 Single-Family includes Residential units of a duplex, triplex, or fourplex Residential structure provided that each unit
409 is separately billed for their specific service level.

410 **“Solid Waste”** means all putrescible and non-putrescible solid, semisolid, and associated liquid waste, including
411 garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, discarded home and industrial appliances,
412 dewatered, treated or chemically fixed sewage sludge which is not a Hazardous Waste, special waste, manure,
413 vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes, which the City
414 Municipal Code requires Generators within the City to set out for Collection. Solid Waste does not include the
415 following:

- 416 1) Materials set out for Collection in a Container, which is specifically designated for Recyclable Materials
417 or Organic Materials;
- 418 2) Hazardous Waste;
- 419 3) Radioactive waste;
- 420 4) Infectious Waste provided that Infectious Waste, whether treated or untreated, is not Disposed of at a
421 Solid Waste facility; and,
- 422 5) Abandoned automobiles.

423 **“Source Separated”** means the segregation from Solid Waste, by the Generator, of materials designated for separate
424 Collection for some form of materials Recovery or special handling.

425 **“Special Tipping Fee Review”** means an adjustment to the Tipping Fee(s) in addition to or at a time other than when
426 periodic adjustments of the Tipping Fee(s) are made under this Agreement pursuant to Section 8.5.

427 **“Standard Industry Practice”** means (i) the then-current development and operations practices and standards of the
428 northern California Solid Waste and materials management industry with respect to collection, transfer, transport,
429 processing, diversion, and disposal services; and, (ii) the then-current development, operations, closure, and post-
430 closure practices and Solid Waste Association of North America (or any successor organization) Manager of Landfill
431 Operations Standards in meeting Contractor’s obligations under this Agreement.

432 **“State”** means the State of California.

433 **“Subcontractor”** means a Party who has entered into a contract, express or implied, with Contractor for the
434 performance of an act on Contractor’s behalf that: (i) involves Accepting, Processing, Diverting, Marketing, Residue
435 Disposal, and/or other handling of the Recyclable Materials; and, (ii) is necessary for Contractor’s fulfillment of its

436 obligations for providing service under this Agreement. Vendors providing materials and supplies to Contractor shall
437 not be considered Subcontractors.

438 **“Term”** means the duration of this Agreement, including extension periods if granted, as provided for in Section 4.1.

439 **“Tipping Fee”** or **“Tip Fee”** is the per-Ton cost assessed by an Approved Facility or Designated Facility for Transfer,
440 Transport, Processing, and/or Disposal Services plus Pass-Throughs.

441 **“Ton”** or **“Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where
442 each pound contains sixteen (16) ounces.

443 **“Transfer”** means the process of managing the Delivery and Acceptance of Recyclable Materials at the Approved
444 Facilities and the storage and loading of the Recyclable Materials into Transfer Vehicles for the purpose of
445 Transporting the materials to the Approved Recyclable Processing Facility.

446 **“Transfer Vehicle”** means a tractor and trailer designed to haul Recyclable Materials to the Approved Facilities.

447 **“Transport”** (or any variation thereof) means the conveyance of Recyclable Materials from the point of Collection,
448 or Transfer to an Approved Facility.

449 **“Uncontrollable Circumstance”** means, except as otherwise provided in 11.9 of this Agreement:

450 (1) Floods, earthquakes, other "acts of nature," war, civil insurrection, riots, acts of any government
451 (including judicial action), labor unrest, including but not limited to strike, work stoppage or slowdown,
452 sick-out, picketing, or other concerted job action, and other similar catastrophic events which are
453 beyond the control of and not the fault of the Party claiming excuse from performance hereunder.
454 However, labor unrest by employees of Contractor or of any Affiliate directed against Contractor or an
455 Affiliate, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other
456 concerted job action, is not an Uncontrollable Circumstance; or,

457 (2) A Change in Law (as defined herein).

458 **“Universal Materials”** or **“U-Materials”** means all materials as defined in Title 22, Subsections 66273.1 through
459 66273.9 of the California Code of Regulations. These include, but are not limited to, Batteries, fluorescent light bulbs,
460 mercury switches, and E-Materials.

461 **“Unpermitted Waste”** means wastes or other materials that the Approved Facilities may not receive under their
462 Permits, including:

463 (1) All materials that the Approved Facilities are not permitted to Accept;

464 (2) Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to
465 emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may
466 be Hazardous Materials if it contains more than 1% asbestos;

467 (3) Ash residue from the incineration of Solid Wastes, including Solid Waste, Infectious Waste described in
468 Item (8) below, wood waste, sludge not meeting at a minimum Class B standards as defined by Title 40
469 of the Code of Federal Regulations, Part 503 (The Standards for the Use or Disposal of Sewage Sludge)
470 and agricultural wastes;

471 (4) Auto shredder “fluff” consisting of upholstery, paint, plastics, and other non-metallic substances, which
472 remain after the shredding of automobiles;

- 473 (5) Dead animals larger than 100 pounds;
- 474 (6) Hazardous Substances and Hazardous Waste;
- 475 (7) Industrial solid or semi-solid wastes that pose a danger to the operation of the Approved Facilities,
476 including cement kiln dust, or process residues;
- 477 (8) Infectious Waste including wastes that have disease transmission potential and are classified as
478 Hazardous Wastes by the State Department of Health Services, including pathological and surgical
479 wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing,
480 bottles, drugs, patient care items that as linen or personal or food service items from contaminated
481 areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known
482 infectious diseases;
- 483 (9) Liquid wastes that are not spadeable, usually containing less than 50% solids, including cannery and
484 food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap
485 pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage
486 sludge not meeting certain quality criteria (i.e. unclassified sludge less than B), and those liquid wastes
487 that may be Hazardous Wastes;
- 488 (10) Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State
489 Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of
490 which is subject to any other State or Federal regulation;
- 491 (11) Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from
492 a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain
493 quality criteria (i.e. unclassified sludge less than "B");
- 494 (12) Designated Waste if not permitted at the Approved Facilities under Applicable Law, including Permits;
495 or,
- 496 (13) Single Loads with an excessive level of Contaminants based on visual inspection.
- 497 This definition shall be promptly amended to reflect any applicable changes in Permits or Applicable Law.

498 **ARTICLE 2**

499 **GRANT AND ACCEPTANCE OF AGREEMENT**

500 **2.1 Scope of Agreement**

501 Through this Agreement, the City grants to Contractor the right to Process, and Divert all Recyclable Materials
502 generated within and Collected in the City by Franchised Collector. Subject to the limitations in Section 5.1.C, and
503 except where otherwise prohibited by Federal, State, and local laws and regulations, Contractor shall exclusively be
504 responsible for the following:

- 505 A. Accepting, Processing and Marketing of Recyclable Materials Collected in the City;
- 506 B. Transporting and Disposing or arranging for Disposal of Residue at the Approved Disposal Facility;

- 507 C. Maintaining accurate records and providing timely reporting of all materials Accepted and transactions
508 conducted under this Agreement;
- 509 D. Furnishing all labor, supervision, vehicles and fueling/charging, containers, and Processing equipment, other
510 equipment, materials, supplies, and all other items and Services necessary to perform its obligations under
511 this Agreement;
- 512 E. Paying all expenses related to provision of Services required by this Agreement, including, but not limited to,
513 taxes, regulatory fees, governmental fees, and payments to the City, etc.;
- 514 F. Performing all Services in substantial accordance with Contractor's Proposal (as it relates to Contractor
515 Services) and in full accordance with this Agreement at all times using Standard Industry Practice for
516 comparable operations. If Contractor's Proposal and Agreement conflict, the terms and provision of the
517 Agreement shall prevail;
- 518 G. Securing and maintaining all necessary Permits for operation of the Approved Processing Facilities;
- 519 H. Complying with Applicable Law;
- 520 I. Providing reports in a timely manner;
- 521 J. Providing all Services required by this Agreement in a thorough and professional manner so the City is
522 provided timely, reliable, courteous, and high-quality service at all times; and,
- 523 K. Performing or providing all other Services necessary to fulfill Contractor's obligations under this Agreement.

524 **2.2 Change in Marketability of Materials**

525 Should any materials not currently designated as Recyclable Materials in Exhibit D be able to be Processed as a
526 Recyclable Material and develop a value (based on independent reported values) equal to or greater than the cost
527 of Disposal for a sustained period of six months and can reasonably be expected to at least maintain that value for
528 the foreseeable future, the City reserves the right to request Contractor to agree to add such materials to the list in
529 Exhibit D and may request a change in scope to have Contractor Process and Divert such materials under this
530 Agreement. In response to the modification of the SB 54 required materials list, Contractor shall, by default, accept
531 such modification, and Parties shall meet and confer to modify Exhibit D. Should any materials currently designated
532 as Recyclable Materials in Exhibit D, experience a decline in value (based on independent reported values) so that is
533 less than the cost of Disposal for a period of six months and can reasonably be expected not to exceed the cost of
534 Disposal for the foreseeable future, the City and Contractor shall meet to determine whether such materials shall
535 be deleted and may have Contractor not Process and Divert such materials under this Agreement. Such change(s)
536 will be treated as a change in scope in accordance with procedures in Section 2.3.

537 **2.3 Change in Scope**

538 The City may, by written notice, direct Contractor to perform additional services or modify existing Services under
539 this Agreement, but no change in scope shall be constructed so as to materially impair the rights or increase the
540 obligations of Contractor granted hereunder.

541 A. For example, and without limitation, the City or Contractor may request the following changes in scope:

- 542 (1) Change in Marketability of materials, as provided above in Section 2.2;

- 543 (2) Inclusion/deletion of additional Recyclable Materials to Exhibit D;
- 544 (3) Inclusion/deletion of new Diversion programs;
- 545 (4) Research, development, and implementation of innovative services, which may entail different
546 Processing, and/or Diversion methods;
- 547 (5) Research, development, and performance of pilot programs;
- 548 (6) Modification of the manner in which Contractor performs existing Services;
- 549 (7) Implementation of other program or service adjustments as may be determined;
- 550 (8) Implementation of existing and new Extended Producer Responsibility programs, as provided in Section
551 2.6; and,
- 552 (9) Any change in services mandated by the City pursuant to the disaster waiver provision in Section 6.10.E.
- 553 B. Within sixty (60) Days of the City's written request under this Section, Contractor shall present a written
554 proposal to perform the additional or modified Processing services or stop Processing some of the Recyclable
555 Materials or performing some of the Diversion programs. At a minimum, the proposal shall contain a complete
556 description of the following:
- 557 (1) Changes to Processing and Diversion methodology to be employed (equipment, sorting stations,
558 staffing requirements, etc.);
- 559 (2) Changes in equipment to be used;
- 560 (3) Changes in labor requirements (number of employees by classification; estimated hours per year per
561 employee);
- 562 (4) Changes to types of materials to be Processed and Diverted and estimated volumes per week and per
563 year; and
- 564 (5) Five-year projection of the financial results of the program's operations in a balance sheet and
565 operating statement format, including documentation of the key assumptions underlying the
566 projections and the support for those assumptions, giving full effect to the savings or costs to existing
567 Services and revenues from Marketing of Recovered Materials.
- 568 C. The City shall review Contractor's proposal for the change in scope of services. The City may negotiate with
569 Contractor to amend the Agreement to reflect the change in scope, or the City may choose not to negotiate
570 with Contractor. The Parties will cooperate in good faith to amend the Agreement, as needed, to reflect the
571 outcome of the City's review of the proposal.
- 572 D. Contractor shall not be compensated for the proposal preparation costs or costs incurred during the
573 negotiation of its proposal for the change in scope. However, Contractor may seek a Special Recovered
574 Materials Revenue Payment Adjustment review in the event the City agrees to the modification to the scope
575 of Services in accordance with this Section.
- 576 E. If the City chooses to negotiate with Contractor and Contractor and the City cannot agree on terms and
577 conditions of such services within one hundred twenty (120) Days from the date when the City first requests
578 a proposal from Contractor to perform such services, Contractor acknowledges and agrees that the City may

579 permit other Persons besides Contractor to provide additional Processing and/or Diversion services not
580 otherwise contemplated by this Agreement.

581 **2.4 Obligation to Provide Service**

582 The City and Contractor agree, as more fully set forth in the Recitals to this Agreement, that proper Processing and
583 Diversion of Recyclable Materials is fundamental to the protection of the public health, safety and the well-being of
584 the City's residents and businesses. Contractor agrees that it will exercise due diligence in performing the Services
585 described herein. The City's responsibility for ensuring the adequacy of these Services in part provides the
586 justification for executing this Agreement with Contractor. This Agreement creates an obligation that such Services
587 continue to be provided even under difficult, adverse, or unforeseeable circumstances, such as but not limited to,
588 natural disaster, pandemic, labor unrest, and any period where legal actions, future judicial interpretations of
589 current law, or new laws or regulations impact the effectiveness of portions of this Agreement. In such an event, it
590 shall be the responsibility of Contractor to mitigate any potential damages to other services being provided as much
591 as possible.

592 Contractor shall bear the risk of any lost profits or losses associated with the cost of providing continued Service as
593 a result of such a legal action or ruling, and similarly the City shall bear the loss of payments to the City.

594 **2.5 No Guarantees of Materials Volume or Composition**

595 The City has the right to and agrees to direct its Franchised Collector to Deliver all Recyclable Materials it Collects in
596 the City to the Approved Recyclable Materials Processing Facility for Processing and Diversion by Contractor during
597 the Term of the Agreement. The City does not guarantee the quantity or composition of the Recyclable Materials
598 Delivered to the Approved Recyclable Materials Processing Facility . The Parties acknowledge that the quantity and
599 composition of Acceptable materials will be impacted during the Term of the Agreement based on a number of
600 unpredictable factors such as, but not limited to, the factors listed below:

- 601 • The state of the economy;
- 602 • The number of residents and the number and type of businesses;
- 603 • Participation level of residents and businesses in various Diversion programs;
- 604 • Rate setting practices for Collection services;
- 605 • Changes in packaging, products, technology, and other factors;
- 606 • The City's future implementation of services which may result in a reduction or increase in the volume of
607 Recyclable Materials and which may result in a change in the composition of the Recyclable Materials;
- 608 • Extent to which other Persons collect and transport Recyclable Materials that require special handling or
609 unique Processing services;
- 610 • Diversion programs/policies of the City, the City's Franchised Collector, the State, Alameda County, and
611 others;
- 612 • Impact of existing, pending, or future Applicable Law, including but not limited to, AB 939, AB 341, AB 1201,
613 AB 1826, SB 343, SB 54, SB 1383, CALGreen, and the Advanced Clean Fleets Regulation.
- 614 • Impact of new bans or policies on the Disposal of materials, including, but not limited to, polystyrene, single
615 use bags, etc. established by the City, Alameda County, and/or the State; and,
- 616 • Impact of new policies on product stewardship and extended producer responsibility established by the
617 City, Alameda County, and/or the State.

2.6 Extended Producer Responsibility Programs

A. **General.** The City and Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the Services provided by Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. Contractor further acknowledges that, because the Approved Recyclable Materials Processing Facility Accepts materials from the public that may be regulated by an Extended Producer Responsibility Program, Contractor may be uniquely positioned to operate or participate in such programs.

B. **Change in Scope.** The City may require Contractor's compliance with, and participation in, existing and/or new Extended Producer Responsibility Programs that may include a modification to Exhibit D or Contractor implementation of a drop-off program(s) at the Approved Recyclable Materials Processing, to the extent that doing so is reasonably appropriate and does not violate the Permits of the subject Facility.

Notwithstanding Section 8.5.A.4, any and all City Extended Producer Responsibility Program requests and/or requirements shall be treated as a change in scope in accordance with Sections 2.3, 8.5.A.1, and 8.6 and shall not be treated as a Change in Law pursuant to Section 8.5.A.4; provided, however, that Contractor shall be expressly precluded from requesting a Special Tipping Fee Review for a change in scope if Contractor's is compensated in whole for Processing, Recovery, and/or Diversion costs associated with such participation. Additionally, Contractor shall be expressly precluded from requesting any Special Tipping Fee Review, as described in this Section, for any materials Contractor represented as already being Recovered and or Diverted, as described in Exhibit E, even if the subject material is covered under what might otherwise be considered an eligible item under Section 8.5.A.

C. **City Rights to Solicit Proposals.** The City may, from time-to-time, request that Contractor initiate or participate in an Extended Producer Responsibility Program; provided, however, that Contractor acknowledges and agrees that the City is under no obligation to request any such proposal from Contractor. Furthermore, Contractor acknowledges and agrees that, at any time during the Term of this Agreement, the City may solicit proposals from other Persons related to Extended Producer Responsibility Programs and may permit other Persons besides Contractor to provide such services, and that nothing herein shall prevent the City from also soliciting cost and operating information from other Persons in order to inform the City's evaluation of any Contractor-provided proposal.

D. **City Requested Proposal.** If the City requests an Extended Producer Responsibility Program proposal from Contractor under this Section, Contractor shall be required seek out and coordinate with the applicable Stewardship Organization designated for the applicable program and shall describe such partnership in its proposal; these requirements are in addition to the requirements provided in Section 2.4. The City's written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the City (at the City Manager's sole discretion) to be reasonably necessary. The City shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate Contractor's proposal for reasonableness and to evaluate Contractor's ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, Contractor shall, by default, accept the City's request to enact the Extended Producer Responsibility program, unless Contractor can demonstrate significant barriers that would make providing such services impracticable. Contractor shall express any objections or concerns during the meet-and-confer period and Contractor shall provide substantial evidence of such barriers in Contractor's proposal. Such information will be further reviewed by the City.

E. **Record Keeping and Reporting.** Contractor acknowledges that, as part of the Services provided under this Agreement, Contractor's participation in any Extended Producer Responsibility Program may impact the City,

Subscribers to Franchised Collection services, and the City's other service providers. As such, regardless of whether Contractor is specifically contracted under this Agreement to provide any such Extended Producer Responsibility Programs under this Agreement, Contractor acknowledges and agrees it has obligations to the City, nonetheless.

Throughout the Term of this Agreement, Contractor shall maintain records of all funding or other resources Contractor receives directly or indirectly through an Extended Producer Responsibility Program. Contractor shall inform and report to the City as part of Contractor's obligations under Exhibit A and shall calculate and demonstrate the dollar amount that can be attributed to Services provided under this Agreement. Any payments based on Recovery of one or more commodities shall be reflected in the revenue sharing calculations in a manner that gives the full value of such payments to the City. In the event the Contractor receives payments of any kind from the producer responsibility organization related to the addition of equipment or personnel at the Approved Materials Processing Facility, such amounts shall not be recoverable from the City in relation to the Contractor's costs for implementation of SB 54. Contractor shall include copies of invoices or receipts with the applicable Stewardship Organization with its payment or Tipping Fee Application, as appropriate, regardless of whether the City is aware such funding or other resources have been received by Contractor.

Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs as provided in Article 9 and report such information to the City in accordance with Exhibit A or as otherwise requested by the City Manager.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Of Contractor

By acceptance of this Agreement, Contractor represents and warrants that:

- A. **Existence and Powers.** Contractor is a limited liability company, duly organized in Delaware and, validly existing, and in good standing under the laws of the State of California and is qualified to transact business in the State and has full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- B. **Due Authorization and Binding Obligation.** Contractor has the authority to enter into and perform its obligations under this Agreement. Contractor has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of Contractor have authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor under its terms.
- C. **Truth and Accuracy of Information.** The information supplied by Contractor in all written submittals made in connection with Contractor's Services, including Contractor's Proposal and any other supplementary information submitted to the City, which the City has relied on in awarding and entering this Agreement, is true, accurate, and complete, and does not contain material omissions or misleading statements. Contractor will inform City of any change in that information within one (1) week of discovering any untruth or inaccuracy.
- D. **Contractor's Due Diligence.** Contractor has made an independent investigation and examination (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Relying solely upon its own investigation, advice, and counsel, Contractor has taken such matters

into consideration in entering this Agreement to provide Services in exchange for Contractor Revenue provided for under the terms of this Agreement.

E. **Ability to Perform.** Contractor possesses the business, professional, and technical expertise to manage, Process, and Divert the Recyclable Materials, and Contractor possesses the equipment, facilities, and employee resources required to perform Services under the terms of this Agreement.

F. **Voluntary Use of Approved Facilities.** Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities, or other location approved by the City, for the purposes of Processing or Diverting all Recyclable Materials Accepted and for Disposal of Residue. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

G. **No Warranty Regarding Volumes or Material Types.** Contractor recognizes that the City expressly disclaims any warranties, either express or implied, as to the volume, type, merchantability or fitness for any particular purpose of Recyclable Materials Delivered by the Franchised Collector and Accepted and Processed by Contractor.

H. **Capacity.** Contractor warrants that, as of the Commencement Date, it has Processing capacity at the Approved Processing Facilities to Process all Recyclable Materials Accepted at the Approved Processing Facilities from the Franchised Collector throughout the Term and that it shall maintain that Processing capacity through the Term. If Contractor fails to provide the capacity needed to fulfill its obligation, the City may assess Liquidated Damages for each Ton of the Recyclable Materials that Contractor does not Accept or Process in accordance with Section 11.9 and Exhibit B.

I. **Permits and Approvals.** Contractor warrants that all licenses, Permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to perform its obligations under this Agreement shall be secured on or before the Commencement Date of this Agreement, and Contractor further warrants that it shall, at its sole cost and expense, keep in effect or obtain at all times during the Term all licenses, Permits, and approvals that are legally required for Contractor to perform its obligations under this Agreement.

J. **Covenant Not to Sue.** For the Term of this Agreement, Contractor agrees that neither Contractor, its officers, employees, agents, Subcontractors, nor its Affiliates, will file any lawsuit against the City that alleges any claims related to, arising out of, or in connection with the City's Request for Proposals process for Contractor's Services, including the award of any agreement or contract thereunder.

K. **Iran Contracting Act Certification.** Contractor represents and warrants that it is in compliance with and has completed all requirements necessary to become certified under the Iran Contracting Act (Public Contract Code Sec. 2200). Proof of certification shall be included as Exhibit C of this Agreement.

3.2 Of the City

By acceptance of this Agreement, the City represents and warrants that:

A. **Existence and Powers.** The City is a municipal corporation organized and validly existing under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

B. **Due Authorization and Binding Obligation.** The City has the authority to enter into and perform its obligations under this Agreement. The City has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the City have authority to do so, and

745 this Agreement constitutes the legal, valid, and binding obligation of the City enforceable against the City
746 under its terms.

- 747 C. **No Warranty Regarding Volumes or Material Types.** The City expressly disclaims any warranties, either
748 express or implied, as to the volume, type, merchantability or fitness for any particular purpose of the
749 Recyclable Materials Delivered to, Accepted, and Processed by Contractor.

750 **3.3 Of the Parties**

751 By acceptance of this Agreement, the Parties represent and warrant that:

- 752 A. **No Conflicts.** To the best of the Parties' knowledge, after reasonable investigation, neither the execution or
753 delivery of this Agreement or the performance by the Parties of their obligations hereunder does not conflict
754 with, violate, or result in breach of:

755 (1) Any Applicable Law;

756 (2) Any term or condition of any judgment, order, or decree of any court, administrative agency, or other
757 governmental authority; or,

758 (3) Any agreement or instrument to which Contractor or any of its Affiliates is a party or by which
759 Contractor or any of its Affiliates' properties or assets are bound or constitutes a default thereunder.

- 760 B. **No Litigation.** There is no administrative filing, action, suit, or other proceeding as of the Effective Date, at
761 law or in equity, before or by any court or governmental authority, commission, board, agency, or
762 instrumentality decided, pending or, to the Parties' best knowledge, threatened by or against either Party
763 wherein an unfavorable decision, ruling, or finding in any single case or in the aggregate, would:

764 (1) Materially adversely affect the performance by either Party of its respective obligations hereunder or
765 the transactions contemplated by this Agreement;

766 (2) Adversely affect the validity or enforceability of this Agreement; or,

767 (3) Materially adversely affect the financial condition of Contractor, or any surety or entity guaranteeing
768 Contractor's performance under this Agreement.

- 769 C. **No Legal Prohibition.** The Parties have no knowledge of any adverse judicial decision or Applicable Law in
770 effect on the Effective Date that either affects the validity of this Agreement or would prohibit the
771 performance by either Party of its respective obligations hereunder or the transactions contemplated by this
772 Agreement.

773 **ARTICLE 4** 774 **TERM OF AGREEMENT**

775 **4.1 Term and Option to Extend**

776 The Term of this Agreement shall commence July 1, 2025 (Commencement Date) and continue in full force for a
777 period of four (4) years, through and including June 30, 2029, unless the Agreement is extended in accordance with
778 this Section or terminated pursuant to Article 11. Between the Effective Date and Commencement Date, Contractor

shall perform all activities necessary to prepare itself to provide Services required by this Agreement on the Commencement Date.

At the City's sole discretion, the Term of this Agreement may be extended, for up to sixty (60) months after June 30, 2029 (i.e., until June 30, 2034), in one or more periods specified by the City. Such extensions shall be conditioned upon Contractor's achievement of the two (2) performance standards defined in Section 4.2, each of which may be waived by the City in its sole discretion. If the City elects to exercise this option to extend the Term of this Agreement, it shall give written notice of its election to Contractor one hundred eighty (180) Days prior to the then existing expiration date specifying the number of months by which the City wishes to extend the Term.

The City has no obligation to renegotiate, renew, or extend the rights granted to Contractor beyond the initial four-year (4-year) Term of the Agreement.

4.2 Extension Conditions

At the City's sole discretion, without negotiation, and with no change in compensation other than as provided for in Article 8, the Term of this Agreement may be extended by written notice of the City, without need of written amendment, for up to sixty (60) months in one (1) or more periods specified by the City. If the City elects to exercise this option to extend the Term under this Agreement, the City shall give written notice of its election to Contractor no less than one hundred eighty (180) Days prior the then existing expiration date specifying the number of months by which the City wishes to extend the Term.

The City has no obligation to renegotiate, renew, or extend the rights granted to Contractor beyond the initial Term of the Agreement.

ARTICLE 5 FACILITY OPERATIONS

5.1 Overview of Scope

A. **Acceptance.** Contractor shall receive Delivery of and Accept at the Approved Recyclable Materials Processing Facility all Recyclable Materials Collected in the City by the Franchised Collector, subject to the limitations of Section 5.1.C.

B. **Processing and Marketing.** Contractor agrees to Process, Divert, and Market all Recyclable Materials it Accepts from the Franchised Collector at the Approved Recyclable Materials Processing Facility.

C. **Limitations to Scope.** The scope of this Agreement does not include Processing and Diversion of the following:

(1) Materials Collected by the Franchised Collector that are not Collected in the regular Recyclable Materials Collection containers such as, but not limited to: Electronic Materials, Universal Materials, Sharps, and Bulky Items that are Diverted by the Franchised Collector; nor

(2) Recyclable Materials generated in the City which are not Collected by the City or its Franchised Collector.

D. **Cost of Service.** Contractor shall pay all costs associated with Accepting, Processing, Diverting, and Marketing of Recyclable Materials.

814 E. **Facility Fees.** Contractor shall pay all fees assessed by governmental or regulatory agencies for operation of
815 the Approved Facilities.

816 F. **Commencement.** Services shall commence on the Commencement Date, unless otherwise provided for in
817 this Agreement.

818 **5.2 City Obligations**

819 A. **Delivery of Recyclable Materials.** The City shall, at all times, direct all Recyclable Materials Collected in the
820 City by the Franchised Collector to be Delivered to the Approved Recyclable Materials Processing Facility.

821 B. **No Tonnage Obligation or Limit on Waste Prevention.** The City currently operates programs intended to
822 reduce the amount of waste for landfill Disposal. Nothing in this Agreement shall prevent, penalize, or impede,
823 in any manner, the City from continuing and expanding these programs, reducing the scope of these
824 programs, or developing new programs, all of which may reduce or increase the amount of Recyclable
825 Materials Collected and Delivered to be Processed at the Approved Recyclable Materials Processing Facility.

826 It is the City's intent to continue to improve, develop, or enhance existing programs, as well as to implement
827 new programs and services throughout the Term to meet the Diversion goals and program requirements
828 established by Applicable Law. As a result, the characterization and quantity of materials Delivered to the
829 Approved Facilities will change over the Term and may be significantly different than that as of the
830 Commencement Date of the Agreement. Contractor shall not be compensated for any changes in the
831 characterization of, quantity of, or other changes to materials it receives, except as provided for in Section
832 2.3 and 8.5.A of this Agreement.

833 Notwithstanding the provisions of Section 2.1, neither the City nor the Franchised Collector is obligated to
834 Deliver any specified quantity of Recyclable Materials from the City to the Approved Recyclable Materials
835 Processing Facility.

836 C. **Franchised Collector's Unpermitted Waste Program.** The City shall direct its Franchised Collector to
837 implement an Unpermitted Waste screening, identification, and prevention protocol. The City shall prohibit
838 its Franchised Collector from knowingly Delivering Unpermitted Waste to the Approved Processing Facilities.

839 D. **Costs and Facility Fees.** All costs associated with Acceptance, Processing, Diversion, and Marketing of
840 Recyclable Materials at the Approved Recyclable Materials Processing Facility, as well as Transportation and
841 Disposal of Residue at the Approved Disposal Facility, shall be paid by Contractor.

842 **5.3 Contractor Obligations**

843 Contractor shall perform Services in accordance with Applicable Law, Standard Industry Practice, due diligence and
844 specification, and other requirements of this Agreement.

845 **5.4 Recyclable Materials Processing Services**

846 A. **General.** Contractor is responsible for receiving and Accepting Source Separated Recyclable Materials
847 Delivered to the Approved Recyclable Materials Processing Facility by the City's Franchised Collector.
848 Contractor is responsible for Processing all Source Separated Recyclable Materials Collected in the City by the
849 Franchised Collector that were Accepted at the Approved Recyclable Materials Processing Facility. Contractor
850 shall use the Approved Recyclable Materials Processing Facility for Recyclable Materials Processing, Diversion,
851 and Marketing. A general description of the Approved Recyclable Materials Processing Facility operation is

provided in Exhibit K. Below is information about the Approved Recyclable Materials Processing Facility approved by the City for Processing of Recyclable Materials:

Facility Name: GreenWaste San Jose MRF
Owner: GreenWaste Recovery LLC
Operator: GreenWaste Recovery LLC
Address: 625 Charles St. San Jose, CA 95112
Contact Person and Telephone Number: Ricardo Lopez, 408-504-6494

B. **Recyclable Materials Processing Facility Operations.** Contractor shall provide Recyclable Materials Processing Services at the Approved Recyclable Materials Processing Facility in accordance with the Service standards described in Articles 5 and 6, and the following Service specifications:

- (1) Operating, managing, and maintaining the Approved Recyclable Materials Processing Facility, including all buildings, scales, roads, utilities, equipment, and other Facility requirements;
- (2) Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations and maintenance;
- (3) Operating and maintaining the scale house and scale system and weighing Recyclable Materials Delivered to the Approved Recyclable Materials Processing Facility in accordance with Section 6.5;
- (4) Directing on-site traffic to appropriate unloading areas in accordance with Section 6.4 and providing a safe working environment for Approved Recyclable Materials Processing Facility users, visitors, and employees, including requirements set forth in Sections 6.6 and 6.19;
- (5) Accepting Delivery of all Recyclable Materials, subject to the limitations of Sections 5.6 and 6.1;
- (6) Processing Recyclable Materials (with number of sorting stations and of sorters) and preparing Recovered Materials for Market;
- (7) Safely managing the Recyclable Materials Accepted at the Approved Recyclable Materials Processing Facility, including, but not limited to, meeting requirements of Section 6.6;
- (8) Implementing an Unpermitted Waste screening, identification, and prevention protocol. Franchised Collector shall develop and implement a program to detect and discover Hazardous Waste and shall not knowingly Deliver Unpermitted Waste to the Approved Recyclable Materials Processing Facility per Section 5.14.7 of the Franchised Collector's agreement;
- (9) Managing Recovered Materials in a manner compliant with AB 939, SB 1383, and other Applicable Law to ensure that the City shall benefit from full programmatic compliance Diversion credit for that material; and,
- (10) Marketing Recovered Materials and arranging for or providing Transportation of the Recovered Materials to end-users or Markets.

C. **Allowable Recyclable Materials.** The City shall direct the Franchised Collector to Deliver all Recyclable Materials Collected by the Franchised Collector to Contractor's Approved Recyclable Materials Processing Facility. Contractor shall Accept all the City's Recyclable Materials Delivered by the Franchised Collector, as defined in Exhibit D, and shall Process all Recyclable Materials Delivered to maximize Recovery, Recycling, and Diversion. Contractor shall be expressly precluded from requesting any Special Tipping Fee Review, as described in Section 8.5 or 8.6, for any materials Contractor was previously Recovering and Diverting as

described in Contractor's Proposal, even if the addition of the subject material is covered under what might otherwise be considered an eligible item under Section 8.5.A.

If existing Extended Producer Responsibility Programs (including but not limited to, AB 1201, SB 1383, SB 54, and SB 343) or new Extended Producer Responsibility Programs, as further described in Section 2.6, require additional materials be Diverted that are not otherwise identified in Exhibit D and Exhibit E, the City may incorporate such materials into the City's Collection program for Recyclable Materials and update Exhibit D, as appropriate, and Contractor shall Accept, Process, Recover, and Divert those materials. The City may also request Contractor participate in another type of program to receive the subject material for Processing, Recovery, and Diversion that would constitute a change in scope, as described in Section 2.3, although the City is under no obligation to do so. Notwithstanding the provisions of Section 8.5.A.4, any and all such changes described in this paragraph related to Extended Producer Responsibility Programs shall be treated as a change in scope pursuant to Sections 2.3, 8.5.A.1, and 8.6 and shall not be considered a Change in Law.

Further, Contractor shall also be expressly precluded from requesting a Special Tipping Fee Review, as described in Section 8.5, to the extent any such item is covered under an Extended Producer Responsibility Program that compensates Contractor for the Processing, Recovery, and/or Diversion of such materials, in whole. The City reserves the right to trigger a Special Tipping Fee Review or direct Contractor to otherwise remit compensation attributable to the Services under this Agreement, as provided in Section 8.5.E, if Contractor receives compensation for the Processing, Recovery, and/or Diversion of any such item from the City's Service Area under an Extended Producer Responsibility Program.

Additionally, to the extent that either Party becomes aware that Exhibit D may need to be modified as a result of an Extended Producer Responsibility Program, that Party shall notify the other Party within five (5) Days of being made aware of such change. Upon the City's request, and to the extent the City desires to incorporate any new materials into the City's Collection program, the Parties shall promptly meet and confer to discuss the timeline and process for the City to implement such changes to the Collection program and for Contractor to make necessary adaptations to its Processing method to ensure Recovery and Diversion of the subject materials. The City shall update Exhibit D, as appropriate, and Contractor shall implement any required changes to its Processing method on a timeline as mutually agreed to by Contractor and the City or before any required deadlines identified in the Extended Producer Responsibility Program, whichever is sooner. Contractor shall maintain records in accordance with Article 9 and Exhibit A. Pursuant to Section 11.3, Contractor shall bear full responsibility for complying with all Applicable Law and the provisions of this Agreement.

D. **Diversion.** Contractor shall Process all Recyclable Materials in a manner that maximizes reuse, Recycling, and Diversion. After Processing, Contractor may Dispose of materials that do not have a higher or better use as Residue, to the extent allowed by State and local law. Contractor shall Process all Recyclable Materials such that each Diverted commodity is of sufficient quality such that they attract the highest domestic market prices for similar commodities, produced and sold by other local Processing facilities that Process single-stream Recyclable Materials. Contractor's operation of the Approved Recyclable Materials Processing Facility must consistently produce commodities that achieve Residue and contamination standards that meet or exceed the domestic market requirements such that they could attract the highest current domestic market price for the specified commodities. Verification of commodity quality standards shall be conducted annually through the material characterization study performed in accordance with Exhibit I.

E. **Material Characterization.** Contractor shall engage a third party to design and perform a Residue and material characterization study of the Recyclable Materials Processed at the Approved Recyclable Materials Processing Facility a minimum of one (1) time per calendar year. Contractor shall propose a study methodology that must include separately Processing at least thirty (30) Tons of Recyclable Materials from the City Service Area, stratified across no fewer than three (3) distinct Days of Service, at the Approved Recyclable Materials Processing Facility under normal operating conditions for the Facility (i.e., staffing levels, belt speed, burden depth) and meet all other requirements as described in Exhibit I. The methodology must be approved by the

939 City Contract Manager in writing prior to Contractor conducting such a study. The City may require that
940 Contractor coordinates the timing and method of study with other Facility users utilizing a similar Residue and
941 characterization methodology. The City shall be notified at least thirty (30) calendar Days in advance of each
942 annual study and Contractor shall invite the City Contract Manager to observe all aspects of the study.

943 F. **Marketing.** Contractor shall be responsible for Marketing the Recoverable Recyclable Materials Accepted at
944 the Approved Recyclable Materials Processing Facility. No Recoverable Recyclable Materials shall be
945 deposited for Disposal.

946 Upon request, Contractor shall provide proof to the City that all Recoverable Recyclable Materials are
947 Marketed for Recycling or reuse in such a manner that materials shall be considered as Diverted in accordance
948 with the State regulations established by AB 939, AB 341, SB 54, SB 343, and SB 1201. All Residue, which will
949 include a de minimis amount of Recyclable Materials from the Processing activities that is not Marketed for
950 use, shall be reported to the City as Residue and accounted for as Disposal Tonnage at a Permitted Disposal
951 Facility. No Recoverable Recyclable Materials shall be Transported to a domestic or foreign location if Solid
952 Waste Disposal of such material is its intended use. No Recoverable Recyclable Materials or Residue shall be
953 used for Beneficial Reuse Purposes.

954 Upon request, Contractor shall provide a summary of its Marketing plan, average commodity value for each
955 material, end Markets for Recyclable Materials and submit it to the City for review and approval. Contractor
956 shall provide the City with a list of broker/buyers it has used during the preceding twelve (12) months, if
957 requested by the City. If Contractor becomes aware that a broker or buyer has illegally handled or Disposed
958 of material generated in the Service Area or elsewhere, Contractor shall immediately inform the City and
959 terminate its contract or working relationship with such party.

960 Contractor shall maintain complete, accurate, and detailed Marketing records, including Tonnage of material
961 Marketed, price, revenue received, purchaser, and end use in accordance with Section 9.1.

962 G. **Residue Level (Diversion Performance) and Disposal.** Contractor shall guarantee a Diversion rate of 80% for
963 Loads of Recyclable Materials containing no more than 15% Contamination upon receipt. Recyclable Materials
964 containing more than 15% Contamination will be Processed but not count toward the Diversion guarantee.
965 For the purpose of this Residue guarantee, the Residue level shall be equal to the monthly Tonnage of
966 Processing Residue requiring Disposal divided by the total monthly Tonnage of Recyclable Materials Accepted,
967 calculated through the annual Residue and material characterization study, and reported per Rate Year.
968 Residue from the Processing activities shall be Disposed of by Contractor at the Approved Disposal Facility
969 selected by Contractor and approved by the City. Contractor shall not use Residue for Beneficial Reuse
970 Purposes. Further, Contractor shall guarantee that Residue from Recyclable Materials Processing shall contain
971 no more than 10% Recyclable Materials by weight. If Residue is found to contain more than 10% Recyclable
972 Materials by weight, and includes Recoverable Marketable commodities, Contractor shall compensate the
973 City for the loss in Recovered Materials Revenue Payments due to the Marketable materials found in the
974 Residue.

975 The City reserves the right to perform onsite inspections of the Residue resulting from Processing. In the event
976 the City suspects that Recyclable Materials in the Residue exceeds the threshold based on those observations,
977 the City may engage a third party to conduct an on-site review of the Residue, up to once per Rate Year, to
978 verify compliance with the Residue guarantee. If Contractor disputes the City's findings, the City and
979 Contractor shall meet and confer to agree on specific actions and timelines Contractor will take to reduce
980 Accepted Recyclable Materials in the Residue prior to initiating any dispute resolution proceedings under this
981 Agreement.

982 H. **Visitor Education Facility.** Contractor shall make its visitor education facility at the Approved Recyclable
983 Materials Processing Facility available for use by City. The Facility will be available for scheduled visits at a
984 minimum, from 8:00 a.m. to 3:00 p.m., Monday through Friday, except for Holidays, or at any other times

upon mutual agreement. Contractor shall deliver visitor presentations and provide up to twenty (20) tours of the Approved Recyclable Materials Processing Facility per Rate Year for organizations within the City, unless impractical due to safety concerns. Contractor shall make video tours of its Facility available for the City's use with youth groups, given the Contractor's prohibition of visitors under the age of eighteen (18).

5.5 Delivery and Acceptance of Recyclable Materials

A. **General.** On the Commencement Date and continuing throughout the Term, the City shall direct its Franchised Collector to Deliver All Recyclable Materials Collected in the City to the Approved Recyclable Materials Processing Facility, and Contractor shall commence Acceptance, Processing, Diversion, and Marketing of such materials on the Commencement Date.

Contractor and the City agree to work cooperatively with the Franchised Collector to manage the Collection, Delivery, and Acceptance process in such a way that Loads Accepted by Contractor do not include an excessive amount of Contaminants that would cause Contractor to exceed the Approved Recyclable Materials Processing Facilities permitted Residue levels (for a particular month).

B. **City Obligation for Delivery.** The City's obligation to direct Delivery of Recyclable Materials Collected by its Franchised Collector in the City shall be contingent upon Contractor's satisfaction of the terms and conditions of this Agreement including, but not limited to, the following requirements:

(1) **Contractor.** Contractor being able to fully perform Contractor's Services.

(2) **Site Permits and Approvals.** Contractor and Approved Facilities being in compliance with Applicable Law with respect to any and all Permits required for operations of Approved Facilities.

(3) **Confirmation of Contractor's Representations and Warranties.** Representations and warranties made by Contractor in Article 3 are true and correct in all material respects and there have been no substantial changes in the financial position of Contractor.

(4) **Adverse Changes in Contractor.** Since the Effective Date, there shall not have occurred any material change, financial or otherwise, that would adversely affect the ability of Contractor to perform Contractor's obligations hereunder or its obligations under any other agreement, contract or instrument entered into or to be entered into by Contractor in connection with operation of the Approved Facilities, Contractor's obligations, the Services hereunder, and the transactions contemplated hereby.

(5) **No Default.** Contractor not being in breach or default under this Agreement or any other agreement with the City.

C. **Acceptance by Contractor.** Contractor shall diligently visually inspect Loads and periodically shall manually characterize Loads to confirm that Accepted Recyclable Materials conform to the list of Recyclable Materials in Exhibit D and do not contain Unpermitted Waste. Contractor shall implement Load-checking procedures in a uniform and non-discriminating manner from Day-to-Day and for the City's Recyclable Materials and materials from other sources. Ownership of the Recyclable Materials transfers to Contractor pursuant to Section 5.8 and Contractor cannot reject the Load thereafter.

D. **Contaminated Load Monitoring and Rejection.** The objective of the Load monitoring and notification process is for Contractor to identify Loads of Recyclable Materials containing more than 15% Contamination. It is Contractor's responsibility to monitor the Delivered Loads of Recyclable Materials at the Approved Recyclable Materials Processing Facility for Contamination in excess of 15% and to inform both Contractor and the City

1025 in writing if a particular Load's Contamination level is excessive based on visual inspection. Contractor will
1026 provide pictures and truck identification documentation of each Load characterized as such.

1027 Contractor will not reject Loads or charge any Contamination fees, but shall Process each Load using
1028 commercially reasonable efforts to maximize Diversion. Loads documented as containing excess
1029 Contamination shall not count towards the Diversion Guarantee in Section 5.4 G.

1030 If a Load contains Unpermitted Waste characterized as Items (2) through (12) in the definition of the
1031 Unpermitted Waste, this Section shall not be applicable. In such case, the Unpermitted Waste shall be handled
1032 in accordance with Section 6.1.

1033 **5.6 Guaranteed Capacity**

1034 Contractor shall secure sufficient capacity to Transfer and Process all Recyclable Materials Collected in the City by
1035 the Franchised Collector and shall cause the Approved Recyclable Materials Processing Facility to Process, Divert,
1036 and Market the Recoverable Recyclable Materials. Contractor shall provide the City, upon request, with
1037 documentation demonstrating the availability of such capacity.

1038 **5.7 Permits**

1039 A. **Securing Permits.** Contractor shall obtain and maintain, at Contractor's sole cost, all Permits required under
1040 Applicable Law to perform Services. Contractor shall provide the City copies of Permits for the Approved
1041 Facilities, and shall demonstrate compliance with the terms and conditions of Permits within ten (10) Days of
1042 the City's request. In its Monthly Report or more frequently, as necessary, Contractor shall inform the City of
1043 Contractor's status of securing the issuance, revision, modification, extension or renewal of Permits, including
1044 those at its or an Affiliate's Approved Facilities. Within ten (10) Days following the City's request, Contractor
1045 shall provide the City with copies of any applications or other correspondence that Contractor submits in
1046 connection with securing Permits.

1047 B. **Complying with Permits.** Contractor shall comply with all Permits, including any mitigation measures related
1048 to the operation and maintenance of the Approved Facilities, at no additional cost to the City. If Contractor
1049 provides any documentation verifying compliance with Permit conditions to the permitting authority,
1050 Contractor shall provide that same documentation to the City at the same time. Contractor is solely
1051 responsible for paying any fines or penalties imposed for noncompliance with or violation of Permits or failure
1052 to obtain Permits.

1053 **5.8 Ownership of Recyclable Materials**

1054 Once Recyclable Materials are Delivered by the Franchised Collector and Accepted by Contractor at the Approved
1055 Recyclable Materials Processing Facility, ownership and the right to possession of Recyclable Materials shall transfer
1056 directly from the Franchised Collector to Contractor upon the earlier occurrence of either: (i) Processing the material;
1057 or, (ii) the end of the Day's defined hours for Acceptance of materials, which are specified in Section 6.2.

1058 Both benefits and liabilities resulting from ownership and possession of the Recyclable Materials shall accrue to
1059 Contractor.

1060 **5.9 Cooperation and Disputes with Franchised Collector**

1061 Contractor shall fully comply with its obligations to provide Services, including receipt of Deliveries and Acceptance
1062 of Recyclable Materials from the Franchised Collector at the Approved Recyclable Materials Processing Facility and

operation and maintenance of the Approved Recyclable Materials Processing Facility in a manner that meets the requirements of this Agreement. Contractor's operations shall allow for safe and efficient Delivery and Acceptance of Recyclable Materials by the Franchised Collector. In the event of disputes between Contractor and the Franchised Collector, Contractor shall provide written notice of the dispute to the City and Franchised Collector, and Contractor agrees to meet and confer with the Franchised Collector in good faith to resolve the dispute. If at the end of thirty (30) Days following the initial notice to the City, Contractor and Franchised Collector have not resolved the dispute, Contractor shall notify the City, and the City and Contractor shall follow the dispute resolution procedure in Article 12. In the event of a dispute, Contractor shall continue performance of Contractor's Service obligations under this Agreement (including payment of Recovered Materials Revenue Payments to the City) and shall attempt to continue to resolve that dispute in a cooperative manner, including, but not limited to, negotiating in good faith.

ARTICLE 6 PERFORMANCE STANDARDS

6.1 Rejection of Unpermitted Waste

A. **Inspection.** Contractor shall use Standard Industry Practices to detect and reject Unpermitted Waste in a uniform manner and shall not knowingly Accept Unpermitted Waste at the Approved Facilities. Contractor shall comply with the inspection procedure contained in its Permit requirements. Contractor shall promptly modify that procedure to reflect any changes in Permits or Applicable Law.

Contractor shall develop a Load inspection program that includes the following components: (i) personnel and training; (ii) Load checking activities; (iii) management of materials; and, (iv) record keeping and emergency procedures. Contractor's Load checking personnel shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of Unpermitted Waste; and, (iii) emergency notification and response procedures. Load inspection personnel shall inspect Recyclable Materials Delivered to the Approved Recyclable Materials Processing Facilities immediately after unloading of the materials from the Collection vehicles. Contractor shall implement its procedures in a uniform and non-discriminating manner from Day-to-Day for City materials and materials from other sources.

B. **Unpermitted Wastes Handling and Costs.** Contractor shall arrange for or provide handling, Transportation, and delivery of all Unpermitted Wastes detected at the Approved Facilities to a Recycling facility, incinerator, or Disposal Site Permitted in accordance with Applicable Law. Contractor is solely responsible for making those arrangements or provisions and for all costs thereof, subject to the remedies available under Section 6.1.C below.

C. **Remedies for Rejected Materials.** If Unpermitted Waste is Delivered to the Approved Processing Facilities, Contractor shall be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Unpermitted Waste to the Approved Recyclable Materials Processing Facility.

If Contractor identifies Unpermitted Waste Delivered to the Approved Recyclable Materials Processing Facility from the Franchised Collector, Contractor shall notify the City and Franchised Collector and, in accordance with 6.1.D below, the Franchised Collector shall Collect, Transport, and Recycle or Dispose of that Unpermitted Waste and/or remediate any resulting Contamination at the Franchised Collector's expense. Upon notification by Contractor, the City shall have the option to require Contractor to Recycle or Dispose of the Unpermitted Waste and/or remediate any Contamination resulting there from on Franchised Collector's behalf and Franchised Collector shall pay the Direct Costs for such service.

1103 D. **Notification.** If Contractor rejects Unpermitted Waste received at the Approved Recyclable Materials
1104 Processing Facility from the Franchised Collector, Contractor shall immediately notify the City and the
1105 Franchised Collector verbally and then follow verbal notifications with written notice identifying the date and
1106 time of occurrence; material type; material weight or volume; characterization of material; Contractor's
1107 reason for rejection of the Delivered material; photographs of the material, and the identification number or
1108 information of the vehicle that Delivered the material.

1109 E. **Not Applicable for Contaminated Loads.** The provisions of this Section shall not apply to Single Loads with
1110 excess Contamination, which shall be handled in accordance with Section 5.5.D.

1111 **6.2 Days and Hours of Operation**

1112 A. **Approved Recyclable Materials Processing Facility.** Contractor shall operate the Approved Recyclable
1113 Materials Processing Facility for Acceptance of Recyclable Materials Delivered by the Franchised Collector in
1114 accordance with the Days and hours of operation set forth below. At a minimum, Contractor shall Accept
1115 Recyclable Materials Monday through Saturday from 3:00 a.m. to 5:00 p.m. Contractor may not reduce the
1116 hours or total number of hours for Acceptance of Recyclable Materials without prior written approval of the
1117 City, except for reductions required by a change in a Permit subsequent to the Commencement Date.
1118 Contractor shall use every effort possible to provide the City a minimum of sixty (60) Days' written notice of
1119 such an anticipated modification.

1120 B. **Extended Facility Receiving Hours.** Upon request of the City, no less than one (1) Business Day in advance or
1121 any other mutually agreed time period, or in event of emergencies such as truck breakdown, poor weather
1122 or road conditions, Contractor shall Accept Recyclable Materials at times other than the Facility hours listed
1123 in Sections 6.2.. Contractor may charge the Franchised Collector \$270 per hour (in 15 minute increments), if
1124 directed by the City. This provision is intended to address temporary extension of Facility hours that may be
1125 needed from time to time to accommodate special circumstances.

1126 C. **Holiday Schedule.** The Franchised Collector does not intend to provide Collection services on Holidays,
1127 therefore, there will not be Deliveries of Recyclable Materials on Holidays to the Approved Recyclable
1128 Materials Processing Facilities. The Franchised Collector will adjust its Collection schedule around the Holiday,
1129 which potentially will result in increased volumes of Recyclable Materials Delivered before or after the Holiday
1130 and will likely result in Delivery of Recyclable Materials on the Saturday immediately following the Holiday.
1131 Contractor agrees to work cooperatively with the City and Franchised Collector to adjust Acceptance and
1132 Processing Services to accommodate Holiday-related Collection schedule changes.

1133 **6.3 Equipment and Supplies**

1134 Contractor shall equip and operate the Approved Recyclable Materials Processing Facility in a manner to fulfill
1135 Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and
1136 suitability of the Approved Recyclable Materials Processing Facility. Contractor shall modify, enhance, and/or
1137 improve the Approved Recyclable Materials Processing Facility as needed to fulfill Services under this Agreement.

1138 Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts,
1139 maintenance supplies, Processing equipment, and other consumables as appropriate and necessary to operate the
1140 Approved Recyclable Materials Processing Facility and provide all Services required by this Agreement. Contractor
1141 shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment
1142 at its own cost and expense.

6.4 Traffic Control and Direction

A. **Road Design and Maintenance.** Contractor shall construct and maintain all roads at the Approved Recyclable Materials Processing Facility required for vehicles Delivering the Acceptable Materials to safely and efficiently access and use the Approved Recyclable Materials Processing Facility. Contractor shall direct on-site traffic to appropriate unloading areas and provide a safe working environment for the Franchised Collector's employees. Contractor shall provide necessary signs and personnel to assist drivers to proper unloading areas. Contractor shall maintain all signs at the Approved Recyclable Materials Processing Facility in a clean and readable condition. Contractor shall provide and maintain signs for the convenience of Persons using the Approved Recyclable Materials Processing Facility and to facilitate safe and efficient traffic flow at the Approved Recyclable Materials Processing Facility.

B. **Maximum Vehicle Turnaround Guarantee.**

(1) **General.** Contractor shall maintain a Maximum Vehicle Turnaround Time of thirty (30) minutes or less for Franchised Collector's Delivery of Recyclable Materials to the Approved Recyclable Materials Processing Facility. Turnaround time shall be measured from when the vehicle passes through a scale to when it exits a scale; as measured through the Franchised Collector's onboard GPS tracking system. This excludes instances when the driver exits the vehicle or force majeure events. Failure to meet this guaranty for more than five (5) consecutive Working Days or more than ten (10) Working Days in any sixty Day (60) period equates to default of Contractor's performance obligations under this Agreement. Contractor shall have a twenty-four (24) hour period to cure this breach before Liquidated Damages are assessed in accordance with this Section and Section 11.2.

(2) **Guaranteed Collection Vehicle Turnaround Time.** Contractor shall operate the Approved Facility so that all Franchised Collector vehicles are processed, unloaded, and exited from the Approved Facility property in a timely manner such that the Maximum Vehicle Turnaround Time is no more than the time allocated above in Section 6.4.B.1.

(3) **Supporting Documentation.** Upon City request, Contractor shall provide the City reports or access to electronic scale house system records and/or on-site camera recordings that provide the City information to determine actual vehicle turnaround times. Contractor acknowledges that the City may conduct on-site surveys to verify compliance with the guaranteed vehicle turnaround times for Franchised Collector's vehicles. The Contractor acknowledges that the City may also use GPS (global positioning system) records provided by Franchised Collector for Franchised Collector's vehicles to calculate actual vehicle turnaround times. At Contractor's option, Contractor may, at its own cost, implement and maintain a technology-based vehicle tracking system of recording inbound and outbound Franchised Collector's vehicle times (such as a system that uses RFID vehicle tags and RFID readers). Such system shall not inconvenience the Franchised Collector or City or delay Franchised Collector's vehicles from arriving and departing the Approved Facility.

(4) **Complaint Resolution.** Contractor shall respond within five (5) Business Days to any written Complaint received from the City or Franchised Collector related to vehicle turnaround times. Contractor shall work directly with the Franchised Collector to identify and resolve issues that are causing vehicle turnaround times to extend beyond the Maximum Vehicle Turnaround Time stated in Section 6.4.B.2. Contractor may provide evidence disputing any Complaint from the Franchised Collector provided the evidence is in the form of camera recordings of Franchised Collector's vehicle(s), scale house records, or other documented timestamp of the Franchised Collector's arrival and departure times from the Approved Facility. Contractor may also provide camera recordings showing mitigating circumstances out of Contractor's control or delays caused by the Franchised Collector including, but not limited to, extended untarping time, extended unloading time, driver personal time, and mechanical problems. Contractor's evidence shall be presented no later than ten (10) Business Days after receipt of

1189 Franchised Collector or City's written notice of Complaint(s). City shall review both Contractor and
1190 Franchised Collector's evidence and provide written notice of the City's determination that the
1191 Complaint was valid or invalid.

1192 (5) **Consequences for Failure to Meet the Guaranteed Vehicle Turnaround Times.** Should Contractor fail
1193 to meet the guaranteed Maximum Vehicle Turnaround Time for Franchised Collector's vehicles
1194 described in this Section, Liquidated Damages may be assessed by the City in the amounts stated in
1195 Exhibit B and in accordance with Section 11.9, unless Contractor proves to the reasonable satisfaction
1196 of the City that a Complaint regarding a Franchised Collector's vehicle turnaround time exceeding the
1197 guaranteed vehicle turnaround time was not valid pursuant to Section 6.4.B.4 above.

1198 (6) **Assessment of Liquidated Damages.** The City understands that a failure by Contractor to meet the
1199 Maximum Vehicle Turnaround Time incurs damages upon the Franchised Collector and shall therefore
1200 provide notice of its intent to assess Liquidated Damages to the Contractor within sixty (60) Business
1201 Days of City becoming aware of the Contractor's failure to meet the Maximum Vehicle Turnaround
1202 Time. The assessment of Liquidated Damages shall be made in accordance with Section 11.9 and
1203 collected by City on behalf of the Franchised Collector.

1204 **6.5 Scale Operation**

1205 A. **Maintenance and Operation.** Contractor shall maintain and operate two (2) State-certified motor vehicle
1206 scales at each Approved Facility, all in accordance with Applicable Law. Contractor shall provide documentary
1207 evidence of such certification within ninety (90) Days of the Commencement Date and within ten (10) Days
1208 of the City's request during the Term. Scales shall be operated by State-licensed weighmaster(s). Contractor
1209 shall link all scales to a centralized computer recording and billing system that shall be compatible with
1210 Contractor's systems. Such computerized system shall track pertinent data on all incoming and outgoing
1211 vehicles and materials as further described in Section 6.5.G. Contractor shall operate those scales during
1212 Approved Facility Delivery and Acceptance hours established in Section 6.2 and during other hours as
1213 determined by Contractor as needed to weigh all inbound and outboard vehicles Delivering Recyclable
1214 Materials with the exception that Contractor is not required to weigh empty vehicles if the vehicle tare weight
1215 was recorded during the most recently completed six- (6-) month period in accordance with Section 6.5.B.
1216 Following the City's request, Contractor shall provide the City with access to weighing information at all times
1217 and with copies thereof on the next Business Day.

1218 B. **Vehicle Tare Weights.** Within fourteen (14) Days of the Commencement Date, Contractor shall weigh the
1219 Franchised Collector's vehicles and determine the unloaded ("tare") weight(s) of the vehicle(s). Contractor
1220 shall record tare weight, name of Franchised Collector, and vehicle identification number. Within ten (10)
1221 Business Days of weighing, Contractor shall provide the City with a report listing vehicle tare weight
1222 information. Contractor shall determine tare weights of vehicles at least once each calendar quarter within
1223 the first two (2) weeks of the quarter. If there is reasonable suspicion or evidence that tare weights are not
1224 accurate, the City may, at any time and without limitation, request re-determination of tare weights, in which
1225 case Contractor shall promptly re-determine tare weights for requested vehicles. Contractor may update tare
1226 weights, at Contractor's own initiative or, at the request of the City, more frequently. Contractor may use the
1227 tare weight to calculate the Tonnage of Loads Delivered by the Franchised Collector.

1228 C. **Substitute Scales.** At the Commencement Date of this Agreement, Contractor represents that it has a total of
1229 six (6) scales at the Facility. If any scale at an Approved Facility is inoperable, being tested, or otherwise
1230 unavailable, Contractor shall arrange for the inoperable scale(s) to be repaired as soon as possible. In the
1231 event of one (1) or more inoperable scales, Contractor shall use one (1) of the other onsite scales until such
1232 time as the normal scale is returned to service. In the event that all six (6) scales are inoperable, Contractor
1233 shall identify and notify the City of a public scale that is near the Facility for Franchised Collector's use in
1234 measuring the Load weight.

- 1235 D. **Estimates.** Pending substitution of portable scales or during power outages, Contractor shall estimate the
1236 Tonnage of the Recyclable Materials Delivered to and Accepted at the Approved Facilities by utilizing the
1237 arithmetic average of each vehicle's recorded Tons of Recyclable Materials Delivered on its preceding three
1238 (3) Deliveries, on the same Day of the week, to the Approved Facility.
- 1239 During any period the scales are out of service, Contractor shall continue to record all information required
1240 by Section 6.5.G for each Delivery of Recyclable Materials to the Approved Facilities.
- 1241 E. **Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least every
1242 twelve (12) months or upon the City's request.
- 1243 F. **Weighing Standards and Procedures.** Contractor shall weigh and record inbound weights of all vehicles
1244 Delivering Recyclable Materials to the Approved Processing Facilities, when the vehicles arrive at the
1245 Approved Processing Facilities and weigh and record outbound weights of vehicles for which Contractor does
1246 not maintain tare weight information. Contractor shall provide each driver a receipt showing the date, time,
1247 and quantity of Recyclable Materials that the vehicle Delivered to the Approved Facility. Contractor shall also
1248 weigh and record inbound weights for vehicles Transporting Recovered Materials to Market and Residue to
1249 the Approved Disposal Facility.
- 1250 G. **Records.** Contractor shall maintain computerized scale records and reports that provide information including
1251 date of receipt, inbound time, inbound and outbound weights of vehicles, vehicle identification number,
1252 jurisdiction of origin of materials Delivered, type of material, company/hauler identification, and
1253 classification, type, weight, and destination of material (where the destination of materials shall be the
1254 Approved Facilities, or Market location where materials are Transported to from the Approved Facilities).
1255 Contractor shall also maintain computerized scale records and reports providing historical vehicle tare
1256 weights for each vehicle and the date and location for each tare weight recorded.
- 1257 H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the
1258 Approved Processing Facilities, and there is an incident involving the Franchised Collector, Contractor shall
1259 make relevant, non-privileged videos available for the City's review during the Facility's operating hours, upon
1260 request of the City, and shall provide the name of the driver of any particular Load, if available.

1261 **6.6 Safety**

- 1262 Contractor shall conduct the operations of the Approved Facilities in a safe manner, in accordance with Applicable
1263 Law and insurance requirements provided in Article 10.

1264 **6.7 Monthly Detailed Tonnage Report**

- 1265 On or before the fifteenth (15th) Business Day of each month, Contractor shall report to the Franchised Collector
1266 and the City the total monthly Tonnages of the Recyclable Materials Delivered to and Accepted at each Approved
1267 Facility during the previous month. The Tonnage reports shall be in a form satisfactory to the City and shall, at a
1268 minimum, separately list vehicle number, date and time of Delivery, and associated Tonnage for each Load of
1269 Recyclable Materials Delivered. If Contractor does not submit a complete report in a timely fashion or incorporate
1270 comments, additions, and corrections requested by the City within fifteen (15) Days of receipt of those comments,
1271 additions, and corrections, the City may assess Liquidated Damages for each Day it is late in accordance with Section
1272 11.9.

6.8 Monthly Summary Report

Within fifteen (15) Days after the end of each calendar month in form and content satisfactory to the City, Contractor shall submit a monthly report with the information described in this paragraph. If Contractor does not submit a complete report in a timely fashion or incorporate comments, additions, and corrections requested by the City within fifteen (15) Days of receipt of those comments, additions, and corrections, the City may assess Liquidated Damages for each Day it is late in accordance with Section 11.9. In the monthly report, Contractor shall include, at a minimum, the total monthly Tonnage and the number of Loads of Recyclable Materials that were: (i) Delivered and Accepted at each Approved Facility; (ii) Processed at the Approved Recyclable Materials Processing Facility; (iii) Marketed at the Approved Recyclable Materials Processing Facility; and (v) Residue Disposed. The City may direct Contractor to provide additional information the City deems necessary to corroborate Tonnage reports. Copies of the Monthly Reports shall be provided by Contractor to the Franchised Collector within the same time frame specified for submittal to the City.

6.9 Right to Enter Facility and Observe Operations

The City and its designated representative(s) reserve the right to enter, observe, and inspect the Approved Facilities during Facility operations; conduct studies or surveys of the Approved Facilities; meet with the Approved Facilities' manager(s) or his or her representatives at any time, provided that the City and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with the work of Contractor or its Subcontractors. However, if Contractor representative or Approved Facility manager is not at the Approved Facility when the City or its designated representative(s) visit without prior announcement, Contractor may limit the visit of the City or its designated representative to a portion of the Facility, including, but not limited to, offices, container and vehicle storage areas, or maintenance yards. In that event, Contractor shall arrange for the City or its designated representative(s) to return for a visit of the complete Facility within twenty-four (24) hours of the City's visit. Upon the City's direction, Contractor shall make personnel available to accompany the City employees or representatives on inspections. Contractor shall ensure that its employees cooperate with the City and respond to the City's reasonable inquiries. Contractor shall facilitate similar observation and inspection at Approved Facilities Owned by it or an Affiliate upon the City's request and within three (3) Business Days of receiving such request.

6.10 Provision of Emergency Services

A. **Disaster Response Planning.** No less than ninety (90) Days prior to the Commencement Date, the Parties shall meet to discuss development of a Plan to address the role of Contractor in addressing the City's needs related to wartime, natural, physical, or other disaster in, or proximate to, the Service Area resulting in the declaration of a an emergency by the City Manager or City Council, as well as any measures that may be necessary for Contractor to take over time to address climate change ("Disaster Response Plan").

B. **Disaster Response Plan.** The Parties shall develop and finalize a Disaster Response Protocol prior to the Commencement Date that identifies specific communication and logistical actions, and such other coordination between the Parties and internal to each Party such that Contractor assistance can occur immediately following the City's declaration of an emergency. The protocol shall become part of the Disaster Response Plan to be developed by the Parties as provided in this Section. The Parties shall review the Protocol no less than annually and revise as warranted.

C. **Essential Service.** Contractor acknowledges that it provides an essential service, and that while provision of Processing Service during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, Contractor is obligated to take all measures reasonably necessary to provide such Service in a timely and effective manner in compliance with this Agreement, Section 11.10 notwithstanding. Such measures may include but are not limited to a change in Approved Facility(ies) and/or Designated Facility(ies).

D. **Contractor Reimbursement for Use of Additional Resources.** In the event of a declaration of an emergency, should Contractor provide, upon the City's request, additional equipment, vehicles, and/or personnel beyond that normally performing Services under this Agreement, for use by Contractor in conducting emergency operations under the City's direction, Contractor may submit to the City detailed records of specific, additional, and reasonable costs and expenses borne by Contractor in providing such additional resources. The City shall reimburse Contractor for such documented, reasonable expenses within ninety (90) Days after the City receives State and/or Federal emergency agency reimbursement specific to these expenses. Should such State and/or Federal reimbursement not occur within five hundred and forty (540) Days after Contractor's complete submission as verified by the City, Contractor may seek compensation under the terms of this Agreement. Contractor shall promptly cooperate with the City, State and/or Federal reporting and documentation requirements related to a request for reimbursement. Contractor shall further comply with all applicable Federal, State, or local funding and accounting requirements that may apply to expenses that will be reimbursed upon notice of the same from the City.

E. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Processing requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Processing requirements shall be addressed as a change in scope in accordance with Section 2.3.

6.11 Alternative Facilities

A. **Contractor-Initiated Change in Facility.** Contractor may change its selection of one or more of the Approved Facilities following the City's written approval, of which may not be unreasonably withheld, but Contractor shall not be compensated for any increased Transportation, and Processing costs. Contractor shall bear any increased Transportation, and Processing costs associated with a Contractor-initiated change in the Approved Facility(ies) including additional costs related to the Franchised Collector's Transportation of Recyclable Materials to the alternative Facility(ies). In such case, Contractor shall guarantee the same Recovered Materials Revenue Payment specified in Section 7.6 or shall increase the Recovered Materials Revenue Payment associated with the use of Recyclable Materials Processing Facility(ies) different from the Approved Facilities. If Contractor elects to use a Recyclable Materials Processing Facility(ies) that is different than Approved Facility(ies), it shall request written approval from the City sixty (60) Days prior to use of such site and obtain the City's written approval no later than ten (10) Days prior to use of the site, if any.

B. **Inability to Use Approved Facilities.** If Contractor is unable to use an Approved Facility due to an emergency or sudden unforeseen closure of the Facility, Contractor may use an alternative Facility provided that Contractor provides verbal and written notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an alternative Facility. Contractor's written notice shall include a description of the reasons the Approved Facility is not feasible and the period of time Contractor proposes to use the alternative Facility. Unless the use of an alternative Facility is due to an Uncontrollable Circumstance, Contractor shall: (i) not be compensated for any increased Transportation, and Processing costs; (ii) guarantee the same Recovered Materials Revenue Payment specified in Section 7.6 or shall increase the Recovered Materials Revenue Payment associated with the use of Facility(ies) different from the Approved Facility(ies); and (iii) compensate the City or Franchised Collector (as directed by the City) for additional costs related to the Franchised Collector's Transportation of Recyclable Materials to the alternative Facility(ies).

C. **Pre-Approved Alternate Emergency Processing Facility(ies).** As of the Commencement Date, the City has approved each of the Recyclable Materials Processing Facilities listed below to be used by Contractor as alternative Facility subject to the provisions of Sections 6.11.A and 6.11.B above. Contractor may request, in writing, for the City's pre-approval of additional Recyclable Materials Processing Facilities.

Facility Name	Owner/Operator	Location

6.12 Allocation Method

Contractor shall develop a method of allocating Recyclable Materials by material type and allocating Processing Residue to the City. The allocation method shall be the same as that used to report Solid Waste Disposal to the State or a method reviewed and approved by the City. Reports including Tonnage allocations shall be certified by an authorized Person or officer of that Approved Facility and submitted to the City in accordance with Exhibit A.

Periodically, Contractor shall review its Marketing records to calculate the volume of Recyclable Materials received at the Approved Recyclable Materials Processing Facility and Recovered Materials Marketed to determine the percentage of various Recyclable Materials (e.g., glass, newspaper, cardboard, PET, HDPE, aluminum, etc.) and the City's Residue level. The percentages determined from the review of Marketing records shall be used to allocate the total Tonnage of Recyclable Materials into various categories of Recovered Materials and Residue.

6.13 Insurance, Indemnifications, and Performance Standards

If Contractor (i) uses an Affiliate or Subcontractor for Services required to be provided by Contractor hereunder related to Recyclable Materials Acceptance, Processing, Diversion, and Marketing, or (ii) enters into any contract, agreement or understanding with an Affiliate or third party for services required to be provided by Contractor hereunder related to Recyclable Materials Acceptance, Processing, Diversion, and Marketing, Contractor shall provide that terms and conditions (such as insurance requirements, indemnifications, Acceptance, Processing, Marketing performance, Maximum Vehicle Turnaround Time guarantee, Residue level guarantees) of any such contract, agreement, or other understanding Contractor has with such Affiliate or third party that can be enforced by the City as an additional insured or third party beneficiary thereof in the same manner provided in Article 10 and in a manner reasonably satisfactory to the City.

If Contractor, an Affiliate, or Subcontractor Owns or operates the Approved Facilities, Contractor shall include the City as an additional insured on liability policies and defend and indemnify the City in the manner set forth in Sections 10.1, 10.2, and 10.3, as satisfactory to the City.

Contractor shall demonstrate compliance with the requirements of this paragraph on or before the Commencement Date of this Agreement.

6.14 Compliance with Applicable Law

Contractor (or its Affiliate or Subcontractor(s)) warrants throughout the Term that the Approved Facilities selected by Contractor are respectively authorized and Permitted to Accept Recyclable Materials in accordance with Applicable Law and are in full compliance with Applicable Law. Contractor shall: (1) verify compliance for the Approved Facilities (that neither it nor its Affiliates Own) by contacting the local enforcement agency and other regulatory agencies having jurisdiction over the Approved Recyclable Materials Processing Facility at least quarterly; and, (2) upon the City's direction, shall promptly provide the City with copies of the Approved Facilities' Permits or notice of violations.

6.15 Compliance with Facility Rules

Contractor shall observe and comply with all regulations in effect at the Approved Facilities and cooperate with the operators thereof with respect to Delivery and Acceptance of Recyclable Materials, including complying with Unpermitted Waste exclusion programs.

6.16 Disposal of Recyclable Materials Prohibited

With the exception of Processing Residue, Recyclable Materials may not be Disposed of or used for Beneficial Reuse Purposes, without the expressed written approval of the City.

If for reasons beyond its reasonable control, Contractor (or its Affiliate(s) or Subcontractor(s)) believes that it cannot Divert the Recyclable Materials from Disposal, then it shall prepare a written request for approval to Dispose of such material. Such request shall contain the basis for Contractor's belief (including, but not limited to, supporting documentation), describe Contractor's efforts to arrange for the Diversion of such material, the period required for such Disposal, the incremental net cost increases or net cost savings (giving account to the value from the sale of the Recovered Materials) and net reduction to the Recovered Materials Revenue Payments resulting from such Disposal, and any additional information supporting Contractor's request.

In addition, the request shall describe Contractor's proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written notice to Contractor and request an alternative arrangement. The City shall consider Contractor's request and inform Contractor in writing of its decision within sixty (60) Days. If the City approves such request, any difference in the net cost of such Disposal compared to Diversion shall be adjusted in accordance with Section 8.5. Depending on the nature of Contractor's request, the City may extend the sixty (60) Day period, at its own discretion not to exceed a total duration of one hundred eighty (180) Days, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with Contractor.

6.17 Reporting

On a monthly basis, Contractor shall provide all necessary reporting data requested by the City relating to the City's compliance requirements pertaining to AB 939, AB 341, AB 1826, SB 1383, and AB 1694 as it affects the City's reporting to CalRecycle. Reports shall be presented on a calendar year and/or Rate Year basis, at the City's request, and in a format approved by the City.

Contractor shall cooperate in activities requested by the City to measure Diversion of Recyclable Materials from landfills, including, but not limited to, providing a location for conducting composition analyses of the Recyclable Materials through sorting of the materials into individual types of Recyclable Materials at Contractor's Facility. Such reports shall include, but not necessarily be limited to, throughput, Diversion rates per material type, Residue, costs, Recovered Materials commodity values, and final disposition of Recyclable Materials. Contractor shall also supply

1427 any other information reasonably requested by the City to meet State, Federal, or StopWaste regulatory
1428 requirements as those requirements may be amended from time to time.

1429 **6.18 Provision of Contingency Plan**

1430 Contractor shall submit to the City for review and approval on or before the Commencement Date, a written
1431 contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain
1432 uninterrupted Service during mechanical breakdowns, and in case of natural disaster, other emergencies, or labor
1433 disputes. This contingency plan shall be specific to the needs of the City. Contractor shall provide emergency services
1434 at the City's request in the event of major accidents, disruptions, or natural calamities in a manner consistent with
1435 the services and procedures identified in its contingency plan, or as directed by the City. Emergency services may
1436 include, but are not limited to, assistance handling salvaged materials; Transferring, Transporting, or Processing
1437 Recyclable Materials; or Transferring, Transporting, or Disposing of Solid Waste following a major accident,
1438 disruption, or natural calamity.

1439 **6.19 Personnel**

1440 A. **General.** Contractor shall furnish such qualified personnel as may be necessary to provide the Services
1441 required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified
1442 employee as the City's primary point of contact with Contractor who is principally responsible for Processing
1443 operations and resolution of service requests and complaints.

1444 Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct
1445 themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit,
1446 directly or indirectly, any additional compensation, or gratuity from members of the public.

1447 B. **Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the
1448 California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor
1449 Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

1450 C. **Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees.
1451 Contractor shall train its employees involved in Processing to identify, and not Accept and/or Process
1452 Unpermitted Waste. Upon the City's request, Contractor shall provide the City with a copy of its safety policy
1453 and safety training program, the name of its safety officer, and the frequency of its trainings.

1454 D. **Hiring Displaced Employees.** Contractor shall make a good faith effort to offer employment to qualified
1455 employees that are working under the Agreement between the City and the prior contractors for Processing
1456 of Recyclable Materials, which agreements expire [REDACTED], and who become unemployed by
1457 reason of the change in contractors ("prior contractor's employees").

1458 E. **Affiliates and Subcontractor Obligations.** Approved Affiliates and Subcontractors shall be required to comply
1459 with the obligations stated in this Section 6.19.

1460 F. **Labor Agreements.** In the event Contractor's work force at the Approved Processing Facility organizes under
1461 a collective bargaining agreement, Contractor shall make full copies of the labor agreements available upon
1462 the City's request, including any and all amendments, extensions, renewals, or other forms of modification.

1463 **ARTICLE 7**
1464 **PAYMENTS TO THE CITY AND DESIGNATED FACILITIES**

1465 **7.1 Payments to the City**

1466 Contractor shall submit all Payments to the City at the frequency approved by the City. Contractor is prohibited from
1467 withholding or offsetting payments to the City and/or any Designated Facility(ies) as a remedy for any dispute under
1468 this Agreement.

1469 **7.2 Adjustment of Payments**

1470 All payments described in Section 7.1 shall be included in the calculation of Tipping Fees as provided in Article 8. In
1471 its sole discretion, the City may adjust the amount of any payment required by Section 7.1, as necessary. Such
1472 adjustment shall be reflected in the adjustment of Tipping Fees as provided in Article 8.

1473 **7.3 Methods of Payments**

1474 Contractor shall remit all required payments to the City on a quarterly basis, or as otherwise specifically provided in
1475 Article , by check or other payment method approved by the City.

1476 **7.4 Timing of Payments and Penalties for Late Payments**

1477 Contractor shall remit all payments required under Section 7.1 within twenty (20) Days after the end of each quarter.
1478 All payments shall be paid by check or electronic payment method accepted by the City. If any of the payments
1479 specified in this Article are not paid to the City, as described above, Contractor shall be liable for finance or interest
1480 charges to the City.

1481 The late payment penalty amounts are not intended as Interest on debt, but rather are intended as a predetermined
1482 penalty for failure to meet an obligation under this Agreement.

1483 **7.5 Billing and Payment Audit**

1484 The City may, at any time during the Term or within three (3) years following the expiration or early termination of
1485 this Agreement, perform an audit of Contractor's Tonnage records, billings, and payment of monies due to the City
1486 under Section 7.1; provided however, that the City has up to three (3) years to provide such notice to Contractor
1487 that such an audit is being required if the request follows the expiration or early termination of the Agreement.
1488 Contractor shall fully cooperate with the City in any such audit. Should the City or its agent perform this review and
1489 identify billing errors or other errors in payments due to the City valued at one percent (1%) or more of Contractor's
1490 prior year annual revenues under this Agreement, in addition to compensating the City for lost payments and
1491 applicable delinquency penalties, Contractor shall reimburse the City's cost of the review.

1492 **7.6 Recovered Materials Revenue Payments**

1493 In consideration of the exclusive rights provided to Contractor in Section 2.1, Contractor shall remit to the City ninety-
1494 five percent (95%) of the calculated value associated with Contractor's Recovery of the City's Recyclable Materials
1495 Delivered under this Agreement. The value shall be calculated in accordance with Exhibit H (Recyclable Materials
1496 Revenue Sharing Calculation), established annually and divided into twelve (12) equal installments.

Contractor shall submit all payments to the City quarterly. Contractor is prohibited from withholding or offsetting payments to the City and/or any Designated Facility(ies) as a remedy for any dispute under this Agreement.

ARTICLE 8 CONTRACTOR COMPENSATION AND RATE SETTING

8.1 Overview

Contractor's compensation for performance of its obligations under this Agreement shall be Contractor Revenue. Contractor Revenue shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement to cover Contractor's costs for all labor, equipment, materials and supplies, Facility fees, payments and fees due to the City, taxes, insurance, bonds, overhead, Acceptance, Recycling, Processing, Diversion, Residue Disposal, operations, profit, and all other things necessary to perform all the Services required by this Agreement in the manner and at the times prescribed.

If Contractor's actual costs, including fees due to the City, are more than Contractor's Revenue for Services rendered by Contractor under this Agreement, Contractor shall not be compensated for the difference between actual costs and actual Contractor Revenue for Services rendered by Contractor under this Agreement. If Contractor's actual costs are less than the actual Contractor Revenue Services rendered by Contractor under this Agreement, Contractor shall retain the difference provided that Contractor has made all payments required in Article 7.

Under this Agreement, Contractor shall have the right and obligation to charge and collect Tipping Fees from the Franchised Collector as established and adjusted under this Agreement for provision of Contractor's Services to the City. The Tipping Fees for Rate Period One are based on Contractor's Proposal. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit G.

8.2 Remittances to Contractor

Each month, within five (5) Business Days after the last Day of the preceding month, Contractor shall provide to the Franchised Collector an invoice detailing the total Tons Delivered to the Approved Facility from the City Service Area by the Franchised Collector, and the resulting monies owed to Contractor, based on the then-current Per-Ton Tipping Fees. Contractor shall be responsible for collecting payment for Post-Collection Services directly from the Franchised Collector. Contractor shall cooperate with the Franchised Collector to calculate and/or reconcile remittance amounts. In the event that there is a dispute by the Franchised Collector over the amount of an invoice, Contractor shall work diligently with Franchised Collector to expeditiously resolve the dispute in accordance with Article 12. In the event the dispute between Contractor and Franchised Collector is escalated to the City, the City Contract Manager, in their sole discretion, may make a determination and such determination shall be final for any dispute involving payment of one hundred thousand dollars (\$100,000) or less. Contractor shall deliver to Franchised Collector, with a copy to the City, a notice of late payment for a given monthly invoice thirty-five (35) calendar Days after the date of generation of the invoice. Contractor's invoices shall be deemed delinquent if Franchised Collector has not paid within sixty (60) calendar Days of the date of the notice of late payment. Thereafter, Contractor may suspend Acceptance of City Delivered Materials from the Franchised Collector until the delinquent invoice(s) are paid in full, excluding disputed amounts. The delinquent invoice shall bear interest on the unpaid balance at a rate not to exceed one and one-third percent (1 1/3%) per month. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager at any reasonable time but in no case more than thirty (30) calendar Days after receiving a request to do so.

8.3 Process for Setting and Adjusting Tipping Fees

A. **General.** The City shall be responsible for approving Per-Ton Tipping Fees as described in this Article. Such approval or denial shall only be made on the basis of Contractor's mathematical accuracy and logical adherence to the calculation methodology.

B. **Definitions.** For the purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual Percentage Change"** means the Average Index Value of an index for the twelve- (12-) month period ending February of the then-current Rate Period minus the Average Index Value for the twelve- (12-) month period ending February of the most-recently completed Rate Period, divided by the Average Index Value for the twelve- (12-) month period ending February of the most-recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (0.000).

(2) **"Average Index Value"** means the sum of the monthly index values during the twelve- (12-) month period ending in February divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

(3) **"Consumer Price Index" or "CPI"** means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters:

Area – San Francisco-Oakland-Hayward Metropolitan Area

Item – All Items

Base Period – Current 1982-84=100

Not seasonally adjusted

Periodicity – Bi-monthly

Series ID – CUUSS49BSA0

C. **Tipping Fees for Rate Period One.** Per-Ton Tipping Fees for Rate Period One, which are presented in Exhibit G, were determined by Contractor and the City and were approved along with the Agreement. The Tipping Fees for Rate Period One shall be effective from _____.

D. **Annual Adjustment.** The Tipping Fees shall be adjusted annually, upon approval by the City Manager as described in Section 8.3.A, commencing with Rate Year Two (July 1, 2026) through the remaining Term of this Agreement including any extension periods. The Tipping Fee shall be adjusted annually on the basis of one hundred percent (100%) of the Annual Percentage Change in the Consumer Price Index. The following formulas shall be used to calculate the adjustment to the Tipping Fee.

$$P = ((A-C) \times (1+B)) + D$$

A = The Tipping Fee in effect immediately prior to the Adjustment Date.

B = The Annual Percentage Change in the CPI-U.

C = The Governmental Component in effect immediately following the prior Adjustment Date.

D = The Governmental Component in effect immediately following the Adjustment Date.

P = The adjusted Tipping Fee for the new Rate Period.

8.4 Tipping Fee Application Process

A. Application Date and Content.

(1) Application Submittal Date. On April 1, prior to the commencement of the Rate Year for which Tipping Fees are to be determined (coming Rate Year), Contractor shall submit to the City Manager its application requesting the adjustment of Tipping Fees for the coming Rate Year via email with confirmation receipt. All Tipping Fee applications shall be submitted in Microsoft Excel format with all formulas and calculations preserved.

(2) Content of Application for Adjustment. The application submitted to support an adjustment of Tipping Fees shall be submitted in Microsoft Excel format with all formulas and calculations preserved. Such application shall present the underlying data and calculations of the Annual Percentage Change in various cost indices as separate tabs or tables in the submittal. The application shall include all supporting documentation for the calculations, including copies of any relevant correspondence or evidence related to Governmental Fees.

The application shall also present a summary table with the Tipping Fees for the then-current Rate Year (e.g., Rate Year Three) and the proposed Tipping Fees for the coming Rate Year (e.g., Rate Year Four).

If the City requests additional information beyond that provided by Contractor in its application, Contractor shall provide all information requested by the City during its review of the application, including, but not limited to, all information from Affiliates requested by the City regarding any transactions between Contractor and any Affiliates pertaining to Contractor's performance under this Agreement.

B. **City Review of Application.** The City Manager shall review Contractor's application for an adjustment of Tipping Fee and, upon completion of review, the City Manager shall approve, or deny with requirement for correction. The City Manager shall act in good faith to approve or direct changes required to provide for such adjustments to Tipping Fees by June 1 of the Rate Year. The adjusted Tipping Fees shall not take effect until the City Manager has provided written approval of such Tipping Fees.

C. **Failure to Adjust Tipping Fees.** If Contractor submits its application for adjustment of Tipping Fees in a correct and compliant format and with all required content on or before the application date identified in Section 8.4.A.1, and the City Manager does not approve adjusted Tipping Fees under this Agreement, the City shall provide a payment(s), adjustment(s), or surcharge(s) such that Contractor receives payment for any shortfall in Contractor's Compensation resulting from the delay in approval of appropriate adjustments to Tipping Fees. To determine the amount of a shortfall, if any, the City and Contractor shall meet and confer to determine the effect the delayed approval of appropriate adjustments in Tipping Fees has on Contractor's compensation. The assessment of the revenue impact shall consider the Franchised Collector's billing cycle (e.g., impact to Subscribers billed in advance and to Subscribers billed in arrears), the ability of Contractor to delay issuance of bills, the payment cycle of the Franchised Collector, and other variables.

If Contractor does not submit the application in a correct and compliant format and with all required content on or before the application date identified in Section 8.4.A.1, adjusted Tipping Fees may not be approved by March 1 of a Rate Year and therefore, may not become effective by July 1 of a Rate Year. In such case, appropriate adjustments of Tipping Fees shall be approved and made effective as soon as practical, but the City shall not be required to provide retroactive payment(s), adjustment(s), or surcharges(s) to allow Contractor to recover compensation that Contractor would have collected had the application been timely submitted and the Tipping Fee adjustment been implemented in accordance with the prescribed schedule.

8.5 Special Review of Tipping Fee

A. **Eligible Items.** Contractor is entitled to apply to the City for consideration of a Special Tipping Fee Review, or the City may initiate such a review, should one or more of the following events occur and should such occurrence(s) have a material effect totaling two percent (2%) or more annually on the Recovered Materials Revenue Payments to the City for the then-current Rate Year:

(1) Change in Scope. Documented significant changes in the cost to provide Services required in this Agreement as a result of an agreed-upon or City-directed change in scope, as provided for under 2.4, 2.6, 5.4, 8.6;

(2) Emergency Services. Provision of emergency services pursuant to Section 6.10;

(3) Catastrophic Events. Flood, earthquake, other acts of nature, war, civil insurrection, riots, acts of any government agency (including judicial action), or other similar catastrophic events that are beyond the control of and not the fault of Contractor; and/or,

(4) Change in Law. Change in Law, including, but not limited to, Changes in Law that result in regulatory, governmental, or other surcharge fees, after the Effective Date that: (1) were not reasonably known to Contractor before the Effective Date; and (2) Contractor substantiates.

B. **Ineligible Items.** A Special Tipping Fee Review may not be initiated for the following items and Contractor shall not be compensated for such items over the Term of the Agreement:

(1) Increases in Recyclable Materials Acceptance, Processing, Diversion, and Marketing costs, unless cost increases are related to eligible items listed in Section 8.5.A above, or unless changes in operating conditions are initiated by or at the direction of the City;

(2) Changes in revenues from the sale of Recovered Materials;

(3) Change in the Tonnage or composition of Recyclable Materials Delivered to the Approved Facilities;

(4) Costs incurred due to Contractor's negligence or misconduct;

(5) Costs incurred due to Permit changes of which Contractor did not provide timely notice;

(6) Any fines or penalties imposed on Contractor or the Approved Facilities;

(7) Cost of remediation and cost-recoveries pursuant to Applicable Law, including CERCLA and RCRA;

(8) Costs attributable to changing the classification of the Approved Facilities under Applicable Law, unless directed by the City in accordance with Section 2.3;

(9) Costs and expenses related to the handling of Unpermitted Waste, notwithstanding the provisions of Section 6.1;

(10) Increases in Contractor costs including, but not limited to, labor, fuel, and equipment;

(11) Increases in Contractor's costs due to changes in the Tonnage and/or characterization of the Recyclable Materials; and,

1651 (12) Decreases in Contractor's revenues from the Marketing of Recovered Materials due to changes in the
1652 Tonnage and/or characterization of the Recyclable Materials and changes in Market conditions relative
1653 to Recovered Materials commodity values.

1654 C. **Review of Costs and Revenues.** If Contractor or the City requests a Special Tipping Fee Review, the City shall
1655 have the right to review any or all financial and operating records of Contractor and right to review any or all
1656 financial and operating records of Affiliates only as it pertains to the scope of this Agreement.

1657 D. **Submittal of Request.** If Contractor is requesting a Special Tipping Fee Review, Contractor must submit its
1658 request for a Special Tipping Fee Review, along with cost, operational, and material sales revenue data, in a
1659 form and manner specified by the City.

1660 If the City is requesting a Special Tipping Fee Review, the City shall notify Contractor at least four (4) months
1661 before the proposed effective date of any adjustment to the per-Ton Tipping Fee adjustment. Upon such
1662 notification, Contractor shall, within thirty (30) Days, submit reasonable cost, operational, and material sales
1663 revenue data as requested by the City, in a form and manner specified by the City.

1664 E. **Burden of Justification.** Contractor shall bear the burden of justifying to the City by substantial evidence any
1665 entitlement to current, as well as a reduced or increased, per-Ton Tipping Fee amount under this Section .
1666 Records required to be maintained pursuant to Article 9 shall be subject to review, in accordance with
1667 appropriate professional standards, and inspection, for the primary purpose of reviewing changes in costs
1668 and material sales revenue to Contractor attributable to the circumstances that triggered the Special Tipping
1669 Fee Review, at any reasonable time by the City Manager or an independent third party. The selection of the
1670 independent third party as well as the scope of work for such review shall be approved in advance by the City.
1671 The independent reviewer shall provide any and all drafts of its review to the City and Contractor. The Party
1672 requesting the extraordinary Rate adjustment review shall bear the cost of the review.

1673 If the City determines that Contractor has not met its burden, Contractor may request a meeting with the City
1674 to produce additional evidence. Upon such request, the City shall permit said additional hearing. Any resulting
1675 disputes shall be managed pursuant to Article 12.

1676 F. **Grant of Request.** Based on evidence Contractor submits, the City Board may grant some, all, or none of the
1677 requested adjustment to the per-Ton Recovered Materials Revenue Payment amount.

1678 G. **Compensation.** If Contractor requests the Special Recovered Materials Revenue Payment Adjustment review,
1679 Contractor shall bear all reasonable costs of both Parties for participating in such review up to a maximum of
1680 \$25,000 per Party. If a Special Tipping Fee Review occurs in response to a City-directed change in scope
1681 (pursuant to Section 8.6), the City shall be considered the Party requesting the special review and the City
1682 shall pay the costs of the review.

1683 **8.6 Adjustment of Tipping Fees for Changes in Scope**

1684 In the event either the City or Contractor requests a change in scope in accordance with Section 2.3 of this
1685 Agreement, Contractor shall furnish the City with projected operational, cost, and material sales revenue data for
1686 the change in scope to support any adjustment to the per-Ton Tipping Fee. For the purposes of analyzing cost and
1687 material sales revenue impacts of changes in scope, Contractor's profit shall be calculated using an operating ratio
1688 of ninety percent (90%) of actual reasonable and necessary costs. The City reserves the right to require that
1689 Contractor supply any additional cost or revenue data or other information it may reasonably need to ascertain the
1690 appropriate adjustment of the per-Ton Tipping Fees, if any, for the change in scope. The City shall review this
1691 operational, cost, and material sales revenue data, and the City Council shall approve the adjusted per-Ton Tipping
1692 Fees for the change in scope, if warranted.

The granting of any change in scope shall be contingent upon the City’s written approval and establishment of a new per-Ton Tipping Fees, if appropriate. The City Council shall approve the per-Ton Tipping Fees adjustment, in good faith, so that the change in scope and the corresponding per-Ton Tipping Fees become effective on the same date.

ARTICLE 9 RECORD KEEPING AND REPORTING

9.1 General Record Keeping Provisions

Contractor shall maintain, in its principal office, such accounting, statistical, and other records required to conduct its operations, to support requests it may make to the City, to respond to requests from the City, and as shall be necessary to develop the financial statements and other reports required by this Agreement. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data/records shall be protected and a second copy of data/records shall be saved to a protected source, such as a combination of off-site and cloud-based backup with the ability to restore complete functionality within twenty-four (24) hours, or a hot fail-over database configuration.

Contractor and/or its Affiliates shall account for revenues received and expenses incurred as a result of this Agreement separately from the accounting for other operations performed by Contractor or its Affiliates.

9.2 Review and Inspection

Any record or report that is specifically required by this Agreement shall not be considered proprietary, confidential, or trade secret. Contractor agrees to provide or make available its non-confidential, non-privileged, required, relevant records of Contractor and its Affiliates conducting Services, as it pertains to this Agreement, to the City and the City’s official representatives for review during normal business hours. During the Term of this Agreement, and no more than once annually, the City, its auditors, and other agents, shall have the right, during normal business hours, to request inspections of the records related to the Services of Contractor and to receive copies of any documents relevant to this Agreement. In the event the custodian of such records and systems is not on the premises at the time of inspection, Contractor shall not be in breach of this Agreement, the City shall then give written notice to Contractor requesting access to the records, and Contractor shall make arrangements to allow for inspection within three (3) Business Days of such notice. The City’s right to inspection of records under this paragraph shall continue for five (5) years after the expiration or early termination of this Agreement. However, after expiration or early termination of this Agreement, the City shall provide Contractor with a written request to inspect records and Contractor shall make records available for inspection within two (2) weeks of such request.

9.3 Retention of Records

Unless otherwise herein required, Contractor shall retain all records and data required by this Agreement for five (5) years after the expiration or early termination of this Agreement.

9.4 Other Information Requirements

Contractor agrees to conduct data collection and other reporting activities as needed to comply with Federal, State, Alameda County, and local laws and regulations, and the requirements of this Agreement. To the extent such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete.

9.5 Reporting

Contractor's reporting obligations are presented in Exhibit A.

9.6 CERCLA Reporting for Residue

The City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, the City regards its ability to prove where Solid Waste is taken for Transfer or Disposal. Contractor shall maintain records which can establish where Residue was Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to the City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 General Indemnification

Contractor shall indemnify, defend with counsel acceptable to the City (provided that such acceptance shall not be unreasonably withheld), and hold harmless the City, its officers, directors, employees, volunteers, and agents (collectively, "Indemnitees") from and against any and all claims, liability, loss, injuries, damages, expense, penalties, and costs (including, without limitation, City staff costs, costs and fees of litigation, including attorneys' and expert witness fees incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of every nature arising out of or in connection with Contractor's performance (including Contractor's officers, employees, agents and/or Subcontractors' performance) under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the active negligence or willful misconduct of Indemnitees. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

10.2 Hazardous Substance Indemnification

To the extent allowed by Applicable Law, Contractor shall indemnify, defend with counsel acceptable to the City (provided that such acceptance shall not be unreasonably withheld), and hold harmless the City, its officers, directors, employees, volunteers, and agents (collectively, "Indemnitees") from and against any and all claims, damages (including but not limited to special, consequential, natural resources, and punitive damages), injuries, costs (including but not limited to all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including attorneys' and expert witness fees incurred in connection with defending against any of the foregoing or in enforcing this indemnity (collectively, "damages")) of any nature whatsoever paid, incurred, suffered by, or asserted against Indemnitees, arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan concerning any Hazardous Substances or Hazardous Waste released, spilled, or disposed of by Contractor pursuant to this Agreement. Notwithstanding the foregoing, however, Contractor is not required to indemnify the Indemnitees against claims arising from Contractor's delivery of Residue to a Disposal Site Owned or operated by a third party, unless such claims are a direct result of Contractor's negligence or willful misconduct. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), California Health and Safety Code Section 25364, and the

1770 Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. to defend, protect, hold harmless, and
1771 indemnify Indemnitees from liability, and shall survive the expiration or earlier termination of this Agreement.

1772 **10.3 Unpermitted Waste Defense and Indemnification**

1773 Contractor shall defend, indemnify, and hold harmless at its sole cost and expense with counsel approved by the
1774 City, the City (including the Persons described in the definition of "City" in Article 1) in any Actions that assert or
1775 allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, the City that result or are claimed
1776 to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge,
1777 release or emission of Unpermitted Waste or petroleum in, on, at, or under the Approved Facilities, whether:

1778 A. in one or more instance;

1779 B. threatened or transpired;

1780 C. Contractor is negligent or otherwise culpable; or,

1781 D. those Liabilities are litigated, settled, or reduced to judgment.

1782 The foregoing indemnity in favor of the City shall not apply to the extent that the City's Franchised Collector failed
1783 to follow Standard Industry Practices and protocols in screening for Unpermitted Waste during Collection. For
1784 purposes of this Indemnity, "Liabilities" includes Liabilities arising from or attributable to any operations, repair,
1785 clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-
1786 closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation
1787 of surface or ground water contamination and replacement or restoration of natural resources.

1788 The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California
1789 Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the City from liability in
1790 accordance with this Section.

1791 **10.4 Insurance**

1792 Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not
1793 less than the following coverage and limits of insurance:

1794 A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1795 (1) Commercial General Liability insurance with coverage at least as broad as Insurance Services Office
1796 (ISO) form CG 0001.

1797 (2) The most recent editions of Insurance Services Office form number CA 0001 covering Automobile
1798 Liability, code 1 "any auto" and endorsement with coverage as broad as CA 0025.

1799 (3) Workers' compensation Employers Liability insurance as required by California Labor Code §3700 et al.

1800 B. **Minimum Limits of Insurance.** Minimum limits may be met with a combination of primary and excess policies.
1801 Contractor shall maintain limits no less than:

1802 (1) Commercial General Liability: Ten Million Dollars (\$10,000,000) combined single limit per occurrence
1803 for bodily injury, personal injury and property damage, Ten Million Dollars (\$10,000,000) general
1804 aggregate, and Ten Million Dollars (\$10,000,000) products-completed operations.

- 1805 (2) Automobile Liability: Ten Million Dollars (\$10,000,000) combined single limit per accident for bodily
1806 injury and property damage.
- 1807 (3) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the
1808 Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000)
1809 per accident/occurrence, One Million Dollars (\$1,000,000) by disease-policy limit, and One Million
1810 Dollars (\$1,000,000) by disease-each employee.
- 1811 (4) Pollution Liability: Insurance coverage shall be provided for liability arising out of sudden, accidental,
1812 and gradual pollution and remediation. The policy limit shall be no less than Four Million Dollars
1813 (\$4,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on
1814 the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the
1815 project site to the final disposal location, including non-Owned disposal sites.
- 1816 C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be the responsibility
1817 of the Contractor and must be declared to the City.
- 1818 D. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
- 1819 (1) General Liability, Automobile Liability, and Pollution Liability Coverage and Endorsements.
- 1820 i. The City, its officials, directors, employees, volunteers, and agents are to be covered as insureds
1821 as respects: liability arising out of activities performed by or on behalf of Contractor; products
1822 and completed operations of Contractor; Premises Owned, leased or used by Contractor; or
1823 automobiles Owned, leased, hired or borrowed by Contractor. The coverage shall contain no
1824 special limitations on the scope of protection afforded to the City, its officials, directors,
1825 employees, volunteers, or agents.
- 1826 ii. Contractor's insurance coverage shall be endorsed primary insurance with regards to the
1827 circumstances articulated in the preceding paragraph as respects the City, its officials,
1828 employees, volunteers, and agents. Any insurance or self-insurance maintained by the City, its
1829 officials, employees, volunteers, or agents shall be excess of Contractor's insurance and shall not
1830 contribute to it.
- 1831 iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided
1832 to the City, its officials, employees or volunteers.
- 1833 iv. Coverage shall state that Contractor's insurance shall apply separately to each insured against
1834 whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 1835 v. Contractor's insurers shall agree and be endorsed to waive all rights of subrogation against the
1836 City its officials, employees, volunteers and agents for losses arising from work performed by
1837 Contractor under this Agreement.
- 1838 (2) Workers' Compensation and Employers Liability Coverage. The insurer shall agree and provide an
1839 endorsement to waive all rights of subrogation against the City, its officials, employees, volunteers and
1840 agents for losses arising from work performed by Contractor under this Agreement.
- 1841 E. **Acceptability of Insurers.** The insurance policies required by this Section shall be issued by an insurance
1842 company or companies admitted to do business in the State of California and with a rating in the most recent
1843 edition of AM Best's Insurance Reports of size category VII or larger and a rating classification of A or better,
1844 unless the City agrees in writing to alternative ratings. To the extent permitted by law, all or any part of the

1845 required insurance may be provided under a plan of self-insurance, only if, in the sole discretion of City,
1846 Contractor can provide adequate assurances that the self-insured coverage provides commercially equivalent
1847 protection to the City, its officials, employees, volunteers, and agents.

1848 F. **Verification of Coverage.** Contractor shall furnish the City with certificates of insurance and with original
1849 endorsements affecting coverage required by this clause. The certificates and endorsements for each
1850 insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The
1851 certificates and endorsements are to be on forms acceptable to the City and are to be received and approved
1852 by the City before work commences. The City reserves the right to require complete, certified copies of all
1853 required insurance policies for good cause, at any time, but shall respect the confidentiality of such documents
1854 to the extent such confidentiality may be provided for under California law.

1855 G. **Subcontractor.** Contractor shall include all Subcontractors as insureds under its policies or shall furnish
1856 separate certificates and endorsements for each Subcontractor. Indemnification under Sections 10.1, 10.2,
1857 and 10.3 and all insurance coverages for Subcontractors shall be subject to all of the requirements stated
1858 herein.

1859 H. **Required Endorsements.** All policies shall contain the following endorsements in substantially the following
1860 form:

1861 (1) "Thirty (30) Days' prior written notice shall be given to the City in the event of cancellation or non-
1862 renewal of this policy. Unless notified of a different address, such notice shall be sent to:

1863
1864
1865
1866
1867 "

1868 (2) If an insurance carrier will not provide the required notice of cancellation required under (1) above, the
1869 Contractor shall provide written notice to the City of a cancellation no later than ten (10) Business Days
1870 before cancellation.

1871 (3) "Inclusion of the City as an insured shall not affect the City's rights as respects any claim, demand, suit
1872 or judgment brought or recovered against Contractor. This policy shall protect Contractor and the City
1873 in the same manner as though a separate policy had been issued to each, but this shall not operate to
1874 increase Contractor's liability as set forth in the policy beyond the amount shown or to which
1875 Contractor would have been liable if only one party had been named as an insured. Unless notified of
1876 a different address, notices of cancellation shall be sent to:

1877
1878
1879
1880
1881 "

1882 I. **Delivery of Proof of Coverage.** Thirty (30) Days prior to the Commencement Date, Contractor shall furnish to
1883 the City certificates of each policy of insurance required hereunder, in form and substance satisfactory to the
1884 City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of
1885 policies and shall have all required endorsements. If the City requests, copies of each policy, together with all
1886 endorsements, shall also be promptly delivered to the City. Renewal certificates will be furnished periodically
1887 to the City to demonstrate maintenance of the required coverages throughout the Term.

1888 J. **Other Insurance Requirements.**

1889 (1) Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance
1890 shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the
1891 amount of any deductibles or self-insured reserves is made by any third Person against Contractor on
1892 account of any occurrence related to this Agreement, Contractor shall promptly report the facts in
1893 writing to the insurance carrier and to the City.

1894 (2) If Contractor fails to procure and maintain any insurance required by this Agreement, the City may take
1895 out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost
1896 thereof from any monies due Contractor.

1897 **ARTICLE 11**
1898 **BREACH, DEFAULT, REMEDIES, AND TERMINATION**

1899 **11.1 Events of Breach**

1900 All provisions of this Agreement are considered material and a Party's failure to perform any provision shall
1901 constitute an Event of Breach. In addition, each of the following shall also constitute an Event of Breach:

1902 A. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the Workers'
1903 Compensation, liability, or indemnification coverage as required by this Agreement.

1904 B. **Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement, including any
1905 orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided
1906 that Contractor may contest any such orders or filings by in good faith, in which case no breach or default of
1907 this Agreement shall be deemed to have occurred upon final resolution of the contest or appeal in favor of
1908 Contractor.

1909 C. **Failure to Pay or Report.** Contractor fails to make any payments to the City required under this Agreement,
1910 and/or refuses to provide the City with required information, reports, and/or records in a timely manner as
1911 provided for in this Agreement.

1912 D. **Seizure or Attachment.** There is a seizure or attachment of, or levy on, some or all of Contractor's operating
1913 equipment, including, without limitation, its maintenance or office facilities, or any part thereof.

1914 E. **Criminal Activity of Employee.** If a Contractor's employee (other than officers or managers) is found guilty of
1915 Criminal Activity related to performance of this Agreement or any other agreement held with the City,
1916 Contractor shall immediately notify the City upon the occurrence of any convictions or pleas.

1917 F. **Failure to Provide Capacity.** Contractor fails to provide adequate capacity in accordance with Section 5.6.

1918 G. **Breach or Default of Other City Agreement.** If Contractor or its Affiliate has entered into an agreement with
1919 the City for services outside the scope of this Agreement and is in breach or default of that agreement.

1920 **11.2 Contractor Rights to Remedy Breach**

1921 The City shall promptly or as soon as practicable provide Contractor with written notice of an Event of Breach. Upon
1922 written notice, Contractor shall have ten (10) Days to cure the breach. However, if Contractor demonstrates that (a)

1923 the breach is curable; and, (b) ten (10) Days is insufficient to cure the breach, then Contractor shall receive thirty
1924 (30) Days in order to cure the breach or another extension of time agreed to by the City, provided such agreement
1925 shall not be unreasonably withheld.

1926 **11.3 Acts Necessary to Perform Service**

1927 Failure to specifically require an act necessary to perform any of the Services required under this Agreement does
1928 not relieve Contractor of its obligation to perform such act, or the service(s) dependent on such act.

1929 **11.4 Event of Default**

1930 Each of the following shall constitute an Event of Default, upon which the City shall promptly or as soon as practicable
1931 provide Contractor written notice of the default:

- 1932 A. **Failure to Cure Breach.** If Contractor fails to cure an Event of Breach as provided above in Section 11.1.
- 1933 B. **Repeated Pattern of Breach.** A pattern of breaches of this Agreement over time such that the combination
1934 of breaches constitutes a material failure by Contractor to perform its obligations, even if each individual
1935 breach is later cured.
- 1936 C. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.
- 1937 D. **False or Misleading Statements.** Any representation or disclosure made to the City by Contractor in
1938 connection with or as an inducement to entering into this Agreement, or any future amendment to this
1939 Agreement, which proves to be false or misleading in any material respect as of the time such representation
1940 or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
1941 In addition, any Contractor-provided report containing a misstatement, misrepresentation, data
1942 manipulation, or a deliberate omission of fact or content explicitly defined by the Agreement, excepting
1943 typographical and grammatical errors.
- 1944 E. **Failure to Perform.** Except as provided under Section 11.10, Contractor fails to provide Processing, Diversion,
1945 or any other Services as required under this Agreement for a minimum of either two (2) consecutive Business
1946 Days or three (3) non-consecutive Business Days within one (1) week. The City may give notice of Contractor's
1947 failure to perform verbally by telephone to Contractor at its principal office and notice shall be effective
1948 immediately. Written confirmation of such verbal notification shall be sent to Contractor within twenty-four
1949 (24) hours of the verbal notification.
- 1950 F. **Criminal Activity.** Contractor, its officers, or managers are found guilty of Criminal Activity related to
1951 performance of this Agreement or any other agreement held with the City. Contractor shall immediately
1952 notify the City upon the occurrence of any convictions or pleas.
- 1953 G. **Assignment without Approval.** Contractor transfers or assigns this Agreement without express written
1954 approval of the City, unless the assignment is permitted without the City's approval pursuant to Section 13.6.
- 1955 H. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, a receiver is
1956 appointed or Contractor's assets are involuntarily assigned, or upon listing of an order for relief in favor of
1957 Contractor in a bankruptcy proceeding.

1958 **11.5 Event of Default Not Curable**

1959 Contractor shall have no right to cure an Event of Default.

11.6 City's Remedies in the Event of Default

Upon a determination by the City that an Event of Default has occurred, the City has the following remedies:

- A. **Waiver of Default.** The City may waive any Event of Default if the City determines that such waiver would be in the best interest of the City. The City's waiver of an Event of Default is not a waiver of future events of default that may have the same or similar conditions.
- B. **Right to Terminate.** The City Council may terminate this Agreement. The City Council shall conduct a hearing upon ten (10) Days' written notice to Contractor to determine if termination is in the best interests of the public health, safety, and welfare of the citizens of the City. In the event the City Council decides to terminate this Agreement, termination shall be effective thirty (30) Days, or such other period determined by the City Council, after the City has given written notice to Contractor.
- C. **Right to Suspend.** The City Council may suspend this Agreement, in whole or in part, if Contractor fails to cure within the time frame specified in Section 11.2, until Contractor can provide assurance of performance in accordance with Section 11.11. However, Contractor shall have at a minimum, a right to compensation for the Services it continues to perform during any suspension. For the purposes of this Section, "suspend" means to temporarily freeze, set aside, and make inoperative one or more provisions of this Agreement.
- D. **Other Available Remedies.** The City's election of one or more remedies described herein shall not limit the City from any and all other remedies at law and in equity, such as a right to immediately contract with another service provider.

11.7 Specific Performance

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, the lead time required to effect alternative service, and the rights granted by the City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and the City shall be entitled to injunctive relief.

11.8 City's Remedies Cumulative

The City's rights to suspend or terminate this Agreement, to obtain specific performance, and to perform under this Article are not exclusive, and the City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the City may have, including a legal Action for damages or imposition of Liquidated Damages under Exhibit B.

11.9 Liquidated Damages

The Parties agree that, as of the time of execution of this Agreement, it is impractical and extremely difficult to reasonably ascertain the extent of damages that the City will suffer as a result of a breach by Contractor of its obligations under this Agreement. The Parties acknowledge that consistent and reliable Acceptance, Processing, and Diversion Services are of utmost importance to the City. The Parties further recognize that some quantifiable standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. Therefore, without prejudice to the City's right to treat such non-performance as an Event of Default, and in addition to any other remedies provided for in this Agreement, the City may assess Liquidated Damages for Contractor's failure to meet specific performance standards, and Contractor agrees to pay the Liquidated Damages amounts specified in Exhibit B. Liquidated Damages are paid as damages, and not as a penalty. The Parties agree that the amounts set forth in Exhibit B represent a reasonable estimate of the amount of the damages that the City will suffer for the specified breaches, considering all of the circumstances existing on the date of this Agreement.

- 1999 A. Prior to assessing Liquidated Damages, the City shall give Contractor written notice of its intention to do so.
2000 The notice shall include a brief description of the incident(s)/non-performance giving rise to the damages.
- 2001 B. The City shall assess Liquidated Damages and provide Contractor with a written explanation of its
2002 determination for each incident(s)/non-performance. The City Contract Manager may, at their sole discretion,
2003 impose such Liquidated Damages for each Day or incident of non-performance with the Agreement.
- 2004 C. Contractor shall pay any Liquidated Damages assessed by the City within thirty (30) Days after they are
2005 assessed. If they are not paid within the thirty (30) Day period, the City may treat such failure as an Event of
2006 Default subject to the remedies in this Article.

2007 **11.10 Excuse from Performance**

2008 In the event that a Party is prevented from performing all or some of its obligations under this Agreement by an
2009 Uncontrollable Circumstance, it shall not constitute an Event of Breach or Default of this Agreement, so long as the
2010 Party in good faith has used its best efforts to perform its respective obligations. The Party claiming excuse from
2011 performance shall, within five (5) Days after such Party has notice of the effect of such cause, give the other Party
2012 notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such
2013 information shall include the following:

- 2014 A. The Uncontrollable Circumstance and the cause thereof (to the extent known);
- 2015 B. The date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which
2016 the Party's performance of its obligations hereunder will be delayed; and,
- 2017 C. Potential mitigating actions that might be taken by either Party and any areas where costs might be reduced
2018 and the approximate amount of such cost reductions.

2019 In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against
2020 each other for any damages sustained thereby.

2021 Labor unrest, including, but not limited to, strike, work stoppages or slowdown, sick-out, picketing, or other
2022 concerted job action conducted by Contractor's employees, directed at Contractor, or a contractor or supplier of
2023 Contractor, is not an Uncontrollable Circumstance and will not excuse performance, and Contractor will be obligated
2024 to continue to perform in accordance with this Agreement.

2025 **11.11 Right to Demand Assurances of Performance**

2026 If the City believes in good faith that Contractor's ability to perform under this Agreement has been placed in
2027 substantial jeopardy, the City may require that Contractor provide reasonable assurances that none of the events
2028 listed below will prevent Contractor from timely and proper performance of its obligations under this Agreement.
2029 Such events include, but are not limited to:

- 2030 A. Contractor or an Affiliate is the subject of any labor unrest including work stoppages or slowdown, sick-out,
2031 picketing, or other concerted job action affecting this Agreement;
- 2032 B. Contractor or an Affiliate appears, in the City's reasonable judgment, unable to regularly pay its bills as they
2033 become due; or,
- 2034 C. Contractor or an Affiliate is the subject of a civil or criminal judgment or order entered by a Federal, State,
2035 Alameda County, regional, or local agency for violation of a law that may affect performance under this

2036 Agreement, including but not limited to environmental laws, or laws related to fraud and malfeasance of
2037 public contracts.

2038 If Contractor fails or refuses to provide the City with adequate information to establish its ability to perform within
2039 thirty (30) Days, such failure or refusal shall be an Event of Default for purposes of Section 11.4.

2040 **11.12 Waiver of Defenses**

2041 In order to ensure the non-interruption of a vital public service, except as provided in Section 11.10, Contractor
2042 acknowledges that it is solely responsible for providing the Services described herein, and hereby irrevocably waives
2043 the following defenses to the payment and performance of its obligations under this Agreement: any defense based
2044 upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial
2045 frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen
2046 fact, event, or contingency that may be a basic assumption of Contractor with regard to any provision of this
2047 Agreement.

2048 **ARTICLE 12**

2049 **RESOLUTION OF DISPUTES**

2050 **12.1 Informal Resolution**

2051 Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during
2052 the Term of this Agreement, the provisions of this Article shall apply. Either Party shall give the other written notice
2053 of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to
2054 resolve any dispute that may arise in a cooperative and mutually satisfactory manner. The Parties shall attempt to
2055 resolve their disputes informally to the maximum extent possible.

2056 **12.2 Mediation**

2057 In the event the Parties cannot resolve such dispute within thirty (30) Days of such notice, either Party may propose
2058 the appointment of a mediator for advice and non-binding mediation, and the other Party shall attend such
2059 mediation. If the dispute is not resolved through mediation, within sixty (60) Days thereafter, then either Party may
2060 refer the matter to a Court of competent jurisdiction.

2061 **12.3 Pendency of Dispute**

2062 During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall
2063 be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly
2064 related to the dispute and such tolling shall not entitle a Party to breach, default, or fail to perform its obligations
2065 under this Agreement. In addition, the pendency of any dispute shall not stay or affect the City's remedies under
2066 this Agreement, including but not limited to its rights to terminate, suspend, or take possession of Contractor's
2067 property.

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ARTICLE 13
OTHER AGREEMENTS OF PARTIES

13.1 Relationship of Parties

The Parties intend that Contractor shall perform the Services required by this Agreement as an independent contractor engaged by the City and nothing in this Agreement shall be deemed to constitute either Party an employee, partner, joint venturer, officer, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties. Neither Contractor nor its officers, employees, Subcontractors, Affiliates, or agents shall obtain any rights to retirement benefits, workers’ compensation benefits, or any other benefits that accrue to City employees by virtue of Contractor’s Agreement with the City.

13.2 Compliance with Law

In providing the Services required under this Agreement, Contractor shall at all times comply with all Applicable Law now in force and as may be enacted, issued, or amended during the Term.

13.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

13.4 Jurisdiction

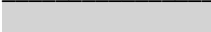
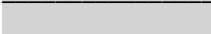
Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Alameda County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Alameda County. Nothing in this Agreement shall be construed to limit the rights of either Party to seek judicial review of or remedies for any alleged breach of this Agreement by either Party.

13.5 Notice to Parties

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) Days after deposit. A Party may change the address to which notice is given by giving notice as provided herein.

To the City:

2103 To Contractor:

2104 
2105 
2106 
2107 
2108 

2109

2110 **13.6 Assignment and Transfer of Agreement**

2111 Except to an Affiliate, neither Party shall assign its rights or delegate, subcontract, or otherwise transfer its
2112 obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such
2113 assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute
2114 a material breach of this Agreement.

2115 A. For purposes of this Section when used in reference to Contractor, “assignment” shall include, but not be
2116 limited to: (1) a sale, exchange or other transfer of at least fifty-one percent (51%) all of Contractor’s assets
2117 dedicated to service under this Agreement to a third party; (2) a sale, exchange or other transfer of
2118 outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result
2119 in a change of control of Contractor; (3) any dissolution, reorganization, consolidation, merger, re-
2120 capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement,
2121 liquidation, subcontracting or lease-back arrangement, or other transaction to which results in a change of
2122 Ownership or control of Contractor; (4) any assignment by operation of law, including insolvency or
2123 bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied
2124 against this Agreement, appointment of a receiver taking possession of Contractor’s property; and, (5) any
2125 combination of the foregoing (whether or not in related or contemporaneous transactions) which has the
2126 effect of any such transfer or change of Ownership, or change of control of Contractor.

2127 B. Contractor acknowledges that this Agreement involves rendering a vital service to the City’s residents and
2128 businesses, and that the City has selected Contractor to perform the Services specified herein based on: (1)
2129 Contractor’s experience, skill and reputation for conducting its materials management operations in a safe,
2130 effective and responsible fashion, at all times in keeping with Applicable Laws, regulations and good materials
2131 management practices; and, (2) Contractor’s financial resources to maintain the required equipment and to
2132 support its indemnity obligations to the City under this Agreement. The City has relied on each of these
2133 factors, among others, in choosing Contractor to perform the Services to be rendered by Contractor under
2134 this Agreement.

2135 C. If Contractor requests the City’s consideration of and written consent to an assignment, the City may
2136 reasonably deny or approve such request in its complete discretion.

2137 D. No request by Contractor for consent to an assignment need be considered by the City unless and until
2138 Contractor has met the following requirements. However, the City may, in its sole discretion, waive one or
2139 more of these requirements:

2140 (1) Contractor shall pay the City its reasonable expenses for consultants’ fees, attorneys’ fees, and
2141 investigation costs necessary to investigate the suitability of any proposed assignee, and to review and
2142 finalize any documentation required as a condition for approving any such assignment;

2143 (2) Contractor shall furnish the City with audited financial statements of the proposed assignee’s
2144 operations for the immediately preceding three (3) operating years; and/or,

2145 (3) Contractor shall furnish the City with satisfactory proof that: (1) the proposed assignee has at least ten
2146 (10) years of Recyclable Materials Processing, and Diversion experience on a scale equal to or exceeding
2147 the scale of operations conducted by Contractor under this Agreement; (2) in the last five (5) years, the
2148 proposed assignee has not suffered any citations or other censure from any Federal, State or local
2149 agency having jurisdiction over its Processing, and materials management operations due to, in the
2150 City's sole and reasonable discretion, any material or significant failure to comply with State, Federal
2151 or local materials management laws and that the assignee has provided the City with a complete list
2152 such citations and censures; (3) the proposed assignee has at all times conducted its operations in an
2153 environmentally safe and conscientious fashion; (4) the proposed assignee conducts materials
2154 management practices in full compliance with all Federal, State and local laws regulating the
2155 Processing, and Diversion of all Recyclable Materials; and, (5) any other information required by the
2156 City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe, and
2157 effective manner.

2158 E. Contractor shall provide the City with any and all additional records or documentation which, in the City's sole
2159 determination, would facilitate the review of the proposed assignment. The City shall not unreasonably
2160 withhold its consent to any such assignment.

2161 F. On the date the City approves Contractor's written request for an assignment, Contractor shall pay the City a
2162 transfer fee in the amount of \$20,000. The City's approval of such an assignment shall be conditioned on the
2163 receipt of the transfer fee.

2164 **13.7 Transition to Next Contractor**

2165 If the transition of Services to another contractor occurs, through expiration of Term, default and termination, or
2166 otherwise, then Contractor will cooperate with the City, and subsequent contractor(s), to assist in an orderly
2167 transition. Contractor may, but is not obligated, to sell its Facility(ies), vehicles, or equipment to the next contractor.

2168 **13.8 Compliance Audit**

2169 If, in the City's sole determination, there is any doubt regarding the compliance of Contractor with this Agreement,
2170 the City may require an audit of Contractor's compliance and the costs of such an audit that demonstrates an error
2171 rate of less than three percent (3%) shall be borne by the City. The costs of such an audit that demonstrates an error
2172 rate equal to or greater than three (3%) shall be borne by Contractor.

2173 **13.9 Binding on Successors**

2174 The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns
2175 of the Parties.

2176 **13.10 Non-Waiver**

2177 Failure of either Party to exercise any of the remedies set forth herein within the time periods provided for shall not
2178 constitute a waiver of any rights of that Party with regard to that failure to perform or subsequent failures to
2179 perform, whether determined to be a breach, excused performance, or unexcused defaults, by the other Party.

2180 **ARTICLE 14**
2181 **MISCELLANEOUS PROVISIONS**

2182 **14.1 Entire Agreement**

2183 This Agreement, including the Exhibits and any Attachments or Appendices, represents the full and entire Agreement
2184 between the Parties with respect to the matters covered herein.

2185 **14.2 Amendment**

2186 Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written
2187 agreement duly executed by both Parties.

2188 **14.3 Section Headings**

2189 The Article and Section headings in this Agreement are for convenience of reference only and are not intended to
2190 be used in the construction of this Agreement nor to alter or affect any of its provisions.

2191 **14.4 References to Laws**

2192 All references in this Agreement to laws shall be understood to include such laws as they may be subsequently
2193 amended or re-codified, unless otherwise specifically provided.

2194 **14.5 Interpretation**

2195 This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless
2196 of the degree to which either Party participated in its drafting.

2197 **14.6 Severability**

2198 If any clause, provision, Subsection, Section, or Article of this Agreement is for any reason deemed to be invalid and
2199 unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such portion shall not
2200 affect any of the remaining parts of this Agreement, which shall be enforced as if such invalid or unenforceable
2201 portion had not been contained herein.

2202 **14.7 Further Assurance**

2203 Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably
2204 requested by the other in order to give full effect to this Agreement.

2205 **14.8 Counterparts**

2206 This Agreement may be executed in counterparts each of which shall be considered an original.

2207 **14.9 Exhibits**

2208 Each of the Exhibits identified as Exhibits A through K is attached hereto and incorporated herein and made a part
2209 hereof by this reference.

2210 **14.10 Actions of the City in its Governmental Capacity**

2211 Except as provided above in Section 3.1.J, nothing herein shall be interpreted as limiting the right of Contractor to
2212 bring any legal Action against the City, not based on this Agreement, arising out of any act or omission of the City in
2213 its governmental or regulatory capacity.

2214

2215 IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the Day and year first above
2216 written.

2217 ATTEST:

2218

2219 City CLERK

CITY OF PLEASANTON ("CITY")

2220

2221 By: _____

By: _____

2222 City Clerk

City Manager

2223

2224 Date: _____

Date: _____

2225

2226

2227 APPROVED AS TO FORM:

2228

2229

2230 _____

2231 City Attorney

2232

2233 Date: _____

2234

2235

2236

2237 GreenWaste Recovery, LLC

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2239

2240 By: _____

2241 Name: _____

2242 Title: _____

2243

2244 Date: _____

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EXHIBIT A: REPORTING REQUIREMENTS

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EXHIBIT A: REPORTING REQUIREMENTS

1. General

Contractor shall prepare and submit monthly, quarterly, and annual reports to the City as provided below. Contractor may propose report formats that are responsive to the objectives and audiences for each report. With written direction from the City, the reports to be maintained and provided by Contractor may be adjusted in number, format, or frequency. Contractor agrees to email all reports to the City (or submit reports in another digital format in the event email communications are unsuccessful). At the City's request, Contractor shall use standardized reporting forms provided by the City or an electronic reporting system specified by the City. Each report shall include a certification statement by the responsible Contractor official that, under penalty of perjury, the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry.

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving the City's Diversion goals and objectives.
- Provide concise and comprehensive program information and metrics.
- Determine needs for adjustments to programs.
- Allocate Processing costs and revenues.
- Provide information that is needed by the City for the purpose of fulfilling its State reporting requirements pursuant to AB 939, SB 1016, AB 314, AB 1826, and SB 1383.

All reports shall be emailed or submitted to:

City of Pleasanton
wasteandrecycling@cityofpleasantonca.gov

2. MONTHLY TONNAGE REPORTS

Contractor shall submit the monthly reports within fifteen (15) Days after the end of the reporting month. The monthly tonnage reports shall be presented by Contractor to show the following information for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months and the total for the prior twelve (12) months.

- Tonnage of Acceptable Materials Processed at Approved Processing Facility
- Tonnage of Acceptable Materials Diverted
- Tonnage of Residue Disposed and Residue Level

3. ANNUAL REPORT CONTENT

Contractor shall submit the annual reports no later than March 15 for the Rate Year ending the last day of February. The annual report shall include all the monthly report information plus a report describing

EXHIBIT A: REPORTING REQUIREMENTS

Contractor's Marketing of Recovered Materials during the prior year. The Marketing report shall include: 1) quantities of each type of Acceptable Material Marketed during the prior year; 2) actual prior year and estimated coming year per unit or per-Ton market values for each; and, 3) brokers, markets, and end uses for each. This type of information is intended to help the City gauge the sustainability of Recycling markets.

4. ANNUAL STATE REPORTING

City is required to submit annual reports to CalRecycle in accordance with CalRecycle's Electronic Annual Report (EAR) reflecting requirements of AB 939 and Senate Bill 1016 (Wiggins, Chapter 343, Statutes of 2008). Contractor shall provide Tonnage, material volume, and other information as required to support the City in its annual reporting efforts. City and Contractor shall work together to finalize the information to be provided, the format of the information, and the frequency and timing of Contractor's reporting.

EXHIBIT B:
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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EXHIBIT B

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Contractor may be assessed Liquidated Damages in the event Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement. Refer to Section 11.9 of the Agreement for procedures for assessing Liquidated Damages.

Performance Area No. 1: Operations	
1.	<u>Unauthorized Hours</u> . For each occurrence of Contractor's failure to operate the Approved Facility during receiving hours specified in Section 6.2.A: \$250.00 per hour (assess in 15-minute increments)
2.	<u>Excessive Vehicle Turnaround Time</u> . For each minute in excess of the Maximum Vehicle Turnaround Time: \$5.00 per Load, where the number of Loads shall be equal to the number of Loads received during the week in which the Maximum Vehicle Turnaround Time was exceeded and where the Maximum Vehicle Turnaround Time shall be determined for a given week in which a week shall include the five (5) most recently completed Days of Facility operations
3.	<u>Excessive Transfer Vehicle Loading</u> . Exceeding the weight limitations as set forth in the State of California Vehicle Code: \$100.00 per incident
4.	<u>Invalid Driver License</u> . Failure to have a vehicle driver properly licensed: \$500 per incident or \$100 per Day, whichever is greater
5.	<u>Unauthorized Disposal</u> . For each individual occurrence of Disposal rather than Processing and Marketing of Acceptable Materials: \$500.00 per Ton
6.	<u>Excessive Residue</u> . Failure to meet the Residue level requirements for Processing of Acceptable Materials pursuant to Section 5.5.D: \$100 per Ton

EXHIBIT B

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Performance Area No. 2: Reporting and Other Requirements	
7.	<u>Late Reporting</u> . For each Day after a due date as specified in this Agreement that Contractor submits a monthly report or any report other than an annual report: \$100.00 per Day
8.	<u>Late Annual Reporting</u> . For each Day after a due date as specified in this Agreement that Contractor submits any annual report: \$500.00 per Day
9.	<u>Incomplete Records</u> . For each occurrence of the City requesting information required to be maintained by Contractor where Contractor fails to provide such information: \$500.00 per event
10.	<u>Incomplete or Inaccurate Information</u> . For each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to the City under or in regard to this Agreement. (Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.): \$500.00 per event
11.	<u>Fraudulent Records</u> . Upon clear and convincing evidence, each occurrence of Contractor keeping and/or providing fraudulent records with regard to Acceptable Materials and Residue Tonnage reporting: \$20,000 per incident
12.	<u>Other Failures</u> . For each failure by Contractor to perform any obligation of the Agreement not specifically stated in this Exhibit B herein: \$100.00 per incident

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: _____

Initial Here: _____

EXHIBIT C:
GUARANTY AGREEMENT

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EXHIBIT C: GUARANTY AGREEMENT

THIS GUARANTY (the "Guaranty") is given as of the [] day of [], 2025, by _____, ("Guarantor"), to the CITY OF PLEASANTON ("City").

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. _____ ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.
- B. Guarantor is a corporation organized under the laws of the State of California.
- C. Contractor and the City have negotiated an Agreement for Materials Processing and Diversion Services (such agreement, as it may be amended, modified or waived from time to time, the "Agreement"), under which Contractor is to provide specified services to the City. A copy of this Agreement is attached hereto and incorporated herein by this reference.
- D. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.
- E. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- 1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to the City of each and every sum due from Contractor to the City under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the Contractor under the Agreement.
- 2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional, unlimited, and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity, or enforceability of the Agreement.
- 3. **Waivers and Subordination.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or

EXHIBIT C: CORPORATE GUARANTY

modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or, (5) any merger or consolidation of Contractor with any other organization, or any sale, lease or transfer of any or all the assets of Contractor.

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a), including, without limitation, the right to require the City to: (a) proceed against Contractor; (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold; or, (c) pursue any other right or remedy for Guarantor's benefit, and agree that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. The City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require the City's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as the City receives payment or performance in full of all such obligations.

EXHIBIT C: CORPORATE GUARANTY

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.
5. **No Waivers by the City.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver by the City of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver by the City be effective except in the specific instance or matter for which it is given.
6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.
7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules, for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:
- _____
- _____
- _____
- _____
8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. **Binding on Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

EXHIBIT C: CORPORATE GUARANTY

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.
11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: _____

To Guarantor: _____

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

By: _____
Chief Executive Officer

By: _____
Corporate Secretary

EXHIBIT D:
PRELIMINARY LIST OF RECYCLABLE MATERIALS

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EXHIBIT D: PRELIMINARY LIST OF RECYCLABLE MATERIALS

{Note to Proposers: This list is intended as a starting point. The City intends to work with the selected Contractor to develop and maintain a sustainable list of materials, based on Contractor's Proposal, and commodity markets throughout the Term of the Agreement.}

Paper

Paperback books
Boxes, packages
Carbonless paper
Cardboard (must fit in cart)
Catalogs

Colored & Construction paper

Computer paper
Copy paper
Coupons
Detergent boxes
Egg cartons (paper only-no Styrofoam)
Envelopes with metal clasps
Envelopes (plastic windows OK)
Gift wrap (non-metallic)
Junk mail
Magazines
Manila folders
Newspapers and inserts
Office paper
Paper bags
Paper packaging with remnant tape
Paperboard boxes (cereal & shoe boxes)
Paper towel and toilet paper tubes
Pet food bags
Post-its
Shredded paper (placed in a paper bag)
Telephone books
Tissue paper (gift type)

Metal

Aluminum cans
Aluminum foil (clean)
Aluminum pie plates
Cookie sheets
CRV beverage cans
Food cans (clean)
Pet food cans
Steel cans
Scrap metal

Glass

Rinsed; all colors; lids, caps
Bottles
CRV beverage containers
Jars

Plastic

Containers only; empty; rinsed
Plastics #1 to #7
Rigid plastics
Plastic bags
Baby wipes containers
Bleach bottles
Buckets without handles
CRV beverage containers (soda, water, juice)
Detergent bottles
Food containers (no Styrofoam)
Household cleaning containers (empty)
Lids and caps
Milk jugs
Prescription bottles (empty)
Salad dressing bottles (rinsed)
Shampoo and conditioning bottles
Tub containers
Water jugs

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EXHIBIT E:
CONTRACTOR'S PROPOSAL

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EXHIBIT F:
APPROVED AFFILIATES AND SUBCONTRACTORS

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EXHIBIT G:
INTIAL TIPPING FEES FOR POST COLLECTION

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**EXHIBIT H:
RECYCLABLE MATERIALS REVENUE SHARING
CALCULATION**

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EXHIBIT I:
CONTRACTOR'S RECYCLABLE MATERIALS
CHARACTERIZATION STUDY METHODOLOGY

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EXHIBIT J:
LABOR AGREEMENTS

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EXHIBIT K:
FACILITY DESCRIPTION

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EXHIBIT L:
IRAN CONTRACTING CERTIFICATION

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EXHIBIT K: IRAN CONTRACTING CERTIFICATION

Pursuant to Public Contract Code Section 2200 *et seq.* ("Iran Contracting Act of 2010"), Contractor certifies that:

1. Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and,
2. Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for forty five (45) Days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

_____ ("Contractor")

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

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CITY OF PLEASANTON

RFP FOR RECYCLABLE MATERIALS POST-COLLECTION PROCESSING SERVICES

Proposal Comparison

Categories		Pleasanton Garbage Service (PGS)	Republic	GreenWaste Recovery
Cost		No Revenue Share Option 1: Estimated 3% CPI Adjustment Methodology at \$201.45 per ton tipping fee.	95% Revenue Share Option 1: Simple CPI Adjustment Methodology at \$250.22 per ton tipping fee. Option 2: Cost-Based Adjustment Methodology at \$250.22 per ton tipping fee.	 95% Revenue Share Option 1: Simple CPI Adjustment Methodology at \$90.00 per ton tipping fee. Option 2: Cost-Based Adjustment Methodology at \$130.00 per ton tipping fee.
Facility Distance from PGS Transfer		 ~18 miles	~21 miles	~27 miles
Diversion Rate		No diversion provided.	70%	 80%
Capacity Guarantee		BLT Fremont has sufficient capacity. A guarantee was not specifically made.	 Capacity is guaranteed throughout the term of the agreement.	 Capacity is guaranteed throughout the term of the agreement.
Acceptance List/Market Value		No acceptance list provided.	Limited Acceptable Materials List to Commodities with Consistent Markets.	 Expansive Acceptable Materials List including Commodities with Inconsistent Markets.

Responsiveness to SB 54		Preparedness for accommodating future regulations, such as SB 54.	Meet and confer to address future regulations.	 Work with City to revise list of accepted/prohibited materials. Facility is equipped to quickly respond.
Exceptions to Agreement		N/A	122	 106

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON
 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
 AN AGREEMENT FOR POST-COLLECTION OF RECYCLABLE
 MATERIALS PROCESSING AND DIVERSION SERVICES BETWEEN THE
 CITY OF PLEASANTON AND GREENWASTE RECOVERY, LLC.**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”) and subsequent modifications thereto, established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, along with diminishing Disposal Site space and potential adverse environmental impacts from landfilling, and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation, including, but not limited to, the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), AB 1594, AB 1201, AB343, and the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

WHEREAS, in 1990, the Alameda County Waste Reduction and Recycling Initiative Charter Amendment established a county-wide Solid Waste Diversion rate goal of seventy-five percent (75%) by 2010; and

WHEREAS, in 2010, the Alameda County Source Reduction and Recycling Board (“StopWaste”) adopted a Strategic Plan that included a new waste diversion goal. By 2020, Alameda County wanted less than ten percent (10%) of waste deposited in Alameda County’s landfills to be readily Recyclable or Compostable; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a) (2), the City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified Contractor to provide for the Collection, Transportation, and Processing (where permitted under this Agreement) of Solid Waste, Recyclable Materials, Organic Materials, Construction and Demolition Debris, Bulky Items and other services related to meeting the City’s Customer service and environmental goals as well as goals established through the City’s Climate Action Plan; and

WHEREAS, the City Council further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, Transfer and/or Disposal of Solid Waste, Recyclable Materials, and Organic Materials; and

WHEREAS, the City Council initiated a request for proposals for Recyclable Materials Processing services, and through a competitive procurement process received Contractor's proposal;

WHEREAS, the City Council has found and determined, based on Contractor's proposal, qualifications, demonstrated experience, reputation, and reasonable and competitive cost to the City, that Contractor is best able to provide Recyclable Materials Processing services in order to protect public health, safety, and well-being of the City;

WHEREAS, Contractor has represented and warranted to the City that it has the experience, responsibility, qualifications, and ability to implement safe, thorough, and competent Processing and Diversion services in compliance with Applicable Law and the provisions of this Agreement;

WHEREAS, the City has determined that, in the event Contractor satisfies the terms and conditions of this Agreement, it is in the best interest of the City and its residents, taking into account the qualifications and experience of Contractor, the cost of providing such services, and the revenues from the sale of materials for the City, to ensure the Delivery of Recyclable Materials collected in the City by the City's Franchised Collector to the Approved Processing Facility(ies);

WHEREAS, both the City and Contractor are mindful of the provisions of the laws governing the safe transfer, transport, Processing and Diversion of Recyclable Materials and Disposal of Solid Waste, including AB 939, AB 341, AB 1826, SB 1383, and the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.;

WHEREAS, neither the City nor Contractor can anticipate all of the possible needs, considerations, or eventualities that may arise during the Term of this Agreement, and the Parties agree that they will work together in a spirit of mutual cooperation to resolve any such issues as and when they arise; and,

WHEREAS, neither the City nor Contractor can anticipate any changes in the industry as to the future means or methods of collection, transfer, transport, processing, diversion, and/or disposal services, and will work cooperatively to address such opportunities and/or issues as and when they arise.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:

SECTION 1: The City Council approves the Agreement between the

City of Pleasanton and GreenWaste for Recyclable Materials Processing services, a copy of which is attached hereto, to commence on July 1, 2025 and expire on June 30, 2029.

SECTION 2: Authorizes the City Manager to execute the above-described agreement, attached as Exhibit A.

SECTION 3: This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 15, 2025.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 15th day of April 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

CITY COUNCIL AGENDA REPORT

April 15, 2025
Public Works - Engineering Division

TITLE: AWARD A CONSTRUCTION CONTRACT TO DPI, INC. IN THE AMOUNT OF \$1,048,777 FOR THE PURI COURT STORM DRAIN IMPROVEMENTS PROJECT, CIP NO. 25415, AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO APPROVE AND EXECUTE CONTRACT CHANGE ORDERS FOR A PROJECT CONTINGENCY AMOUNT NOT TO EXCEED \$157,317

SUMMARY

The Puri Court Storm Drain Improvements project will replace existing storm drain pipe of various sizes with a 48-inch reinforced concrete pipe (RCP) and a custom-sized box culvert to improve flow capacity and mitigate future flood risks. A competitive bidding process was followed in accordance with the City's Procurement and Contracting Procedures. Nine bids were received, with DPI, Inc. as the lowest responsive and responsible bid of \$1,048,077. Staff recommends the City Council award the construction contract to the lowest responsible bidder, DPI, Inc. in the amount of \$1,206,094, inclusive of a 15 percent contract contingency of \$157,317 for unexpected and unforeseen conditions and changes.

RECOMMENDATION

1. Award a construction contract to DPI, Inc. of Livermore, CA, in the amount of \$1,048,777 for the Puri Court Storm Drain Improvements Project, CIP No. 25415.
2. Authorize the City Manager to enter into the construction contract with DPI, Inc.
3. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change orders for a project contingency amount not to exceed \$157,317 (approximately 15 percent of the contract).

BACKGROUND

Severe winter storms from December 2022 to March 2023 caused damage throughout Pleasanton. These weather events resulted in risks to the health, safety, and welfare of people and property due to flooding, downed trees, loss of power, and property damage. The Puri Court area (location map provided as Attachment 3) experienced severe flood damage during the 2023 storm event. Previously, in 2017, properties on Puri Court also experienced flooding.

The existing main storm drain line that runs through Puri Court conveys offsite drainage from undeveloped areas west of Foothill Road and tributary areas adjacent to Puri Court. The existing storm drain pipe in Puri Court varies between 24-30 inches in diameter, and the existing pipe sizes were determined to be undersized for carrying the required flow. The proposed project, designed to current standards, will replace the existing pipe with a 48-inch reinforced concrete pipe and a custom-sized box culvert (5 feet by 3 feet) to improve flow capacity and mitigate future flood risks.

The designed system will provide increased flow capacity to reduce the risk of damage from future storms to the Puri Court area.

DISCUSSION

This project consists of replacing the existing storm drain pipe with approximately 415 linear feet of 48-inch RCP storm drain and 52 linear feet of variable-sized box culvert, replacing the storm drain manhole and headwall, and performing minor concrete work, including sidewalk, curb and gutter, valley gutter, driveway, landscaping and irrigation, and surface restoration.

As Puri Court is a narrow street, it is not feasible to maintain continuous traffic and access during active construction. City staff conducted neighborhood outreach meetings to discuss construction impacts and offered alternatives such as offsite temporary parking, to lessen the impacts. The contractor will be required to maintain a minimum of a clearly delineated 4-foot-wide pedestrian path along the length of Puri Court at all times.

Due to the limited width of the public service easement (PSE) that the storm drain is within, temporary construction easements are required to provide enough room to complete the work. City staff worked with several property owners to secure the right of entry for construction and staging. The property owners at 2 Puri Court and 3901 Foothill Road agreed to grant temporary access to portions of their land for construction staging and temporary parking for the residents. A discussion with the property owner at 4 Puri Court is nearing completion and will be in place prior to construction.

Consultant/Specialty Services

On January 23, 2024, the City approved a task authorization to Pakpour Consulting Group, Inc., under an existing on-call agreement to provide design services for the project. The design fee was paid through the Annual Storm Repair/Replacement Project, CIP No. 24415.

Pakpour Consulting Group will provide additional engineering and construction support services to review shop drawings and field design support and respond to requests for information under an existing on-call agreement with the City. The task authorization will be based on time and materials for construction support services for an estimated not-to-exceed cost of \$55,000.

Geocon Consultants will provide materials testing services under an existing on-call agreement with the City. These services include required specialty testing of the materials for the backfill and compaction of the trench backfill associated with the pipeline installation. The time and materials services are estimated to cost \$21,000.

Bids

Sealed bids for this project were opened on March 26, 2025. Nine bids were received, ranging from \$1,048,777 to \$1,834,000, compared with the Engineer's Estimate of \$1.3 million (see Attachment 1). The lowest responsible bid was received from DPI, Inc. of Livermore, California, in the amount of \$1,048,777, which is approximately 19 percent lower than the Engineer's Estimate. Staff reviewed the lowest bidder's bid prices and deemed them to be reasonable and acceptable. Past work performed by DPI, Inc. was verified to be satisfactory. Staff recommends the City Council award the construction contract to DPI, Inc.

Schedule

Construction of the project will occur upon procurement of the materials and is anticipated to be completed within four months of starting construction. The storm drain system installation is conditioned to be completed prior to the start of the rainy season.

The proposed schedule for the project is:

Approval of Plans and Specifications/Award of Contract

April 15, 2025

Start of Construction

Summer 2025

End of Construction

Winter 2025

EQUITY AND SUSTAINABILITY

Approval of this action advances the City's equity and sustainability goals from the Climate Action Plan 2.0 under community resilience and wellbeing by improving public services to ensure all communities are prepared for climate-related impacts.

OUTREACH

City staff conducted neighborhood outreach meetings to discuss construction impacts. Construction notices will be sent to businesses and residents where the project will occur.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton Strategic Plan goals of *Safeguarding Our City*, Strategy 4 - Identify funding sources and implement the hazard mitigation plan to address response to natural disasters and *Investing in Our Environment*, Strategy 1 - Implement the Four-Year Capital Improvement Program (CIP).

FISCAL IMPACT

A total of \$1.75 million is budgeted for the Puri Court Storm Drain Improvements Project, CIP No. 25415, in the Capital Improvement Program. The anticipated total expenditure for this project is \$1,361,417, including a project contingency of \$157,317 (approximately 15 percent of the bid amount). The project contingency for unanticipated costs that may become apparent during construction when excavating underground and expanding limits of restoration. The expenditures include design, construction award, contingency, support services, and other miscellaneous costs associated with temporary easements, leaving a budget surplus of approximately \$388,583. At the completion of CIP No.25415, staff will recommend the surplus balance be transferred back to the source funds. The funding and anticipated project expenditures are detailed in Attachment 2.

Prepared by:

Submitted by:

Approved by:



Adam Nelkie, Assistant Dir.
of Public Works -
Engineering

Siew-Chin Yeong, Director of Public
Works

Gerry Beaudin, City
Manager

Attachments:

1. Bid Summary
2. Funding and Estimated Expenditure Summary

3. Project Location Map

Bid Summary

Puri Court Storm Drain Improvements, CIP No. 25415 Bid Opening: 3/26/2025 @ 2:00 p.m.					Engineer's Estimate		DPI, Inc.		Kerex Engineering, Inc		WestRock Engineering		Mountain Cascade, Inc.		W.R. Forde Associates, Inc.		BuildCorp, Inc.	
Item No.	Total Quantity (Approximate)	Unit of Measure	Item Description		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	415	LF	48" RCP		\$ 1,300.00	\$539,500	\$1,350.00	\$560,250.00	\$780.00	\$323,700.00	\$1,800.00	\$747,000.00	\$1,262.00	\$523,730.00	\$1,320.00	\$547,800.00	\$1,200.00	\$498,000.00
2	52	LF	Box Culvert		\$ 1,500.00	\$78,000	\$1,300.00	\$67,600.00	\$2,900.00	\$150,800.00	\$1,800.00	\$93,600.00	\$3,222.00	\$167,544.00	\$2,500.00	\$130,000.00	\$600.00	\$31,200.00
3	2	EA	Type III Storm Drain Manhole (6'-8" Deep)		\$ 15,000.00	\$30,000	\$12,000.00	\$24,000.00	\$18,000.00	\$36,000.00	\$30,000.00	\$60,000.00	\$36,250.00	\$72,500.00	\$44,000.00	\$88,000.00	\$24,000.00	\$48,000.00
4	1	EA	Type III Storm Drain Manhole (8'-10' Deep)		\$ 20,000.00	\$20,000	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$38,800.00	\$38,800.00	\$44,000.00	\$44,000.00	\$30,000.00	\$30,000.00
5	2	EA	Type III Storm Drain Manhole (10'-12' Deep)		\$ 25,000.00	\$50,000	\$16,000.00	\$32,000.00	\$25,000.00	\$50,000.00	\$30,000.00	\$60,000.00	\$38,950.00	\$77,900.00	\$60,000.00	\$120,000.00	\$42,000.00	\$84,000.00
6	1	LS	Headwall w/ Fence		\$ 50,000.00	\$50,000	\$30,000.00	\$30,000.00	\$29,000.00	\$29,000.00	\$25,000.00	\$25,000.00	\$62,050.00	\$62,050.00	\$75,000.00	\$75,000.00	\$24,000.00	\$24,000.00
7	2	EA	Replace 4" Sanitary Sewer Lateral		\$ 5,000.00	\$10,000	\$5,000.00	\$10,000.00	\$14,500.00	\$29,000.00	\$5,000.00	\$10,000.00	\$12,980.00	\$25,960.00	\$8,000.00	\$16,000.00	\$24,000.00	\$48,000.00
8	1	EA	Remove & Replace Catch Basin		\$ 15,000.00	\$15,000	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$11,500.00	\$11,500.00	\$8,500.00	\$8,500.00	\$14,400.00	\$14,400.00
9	3	EA	Trench Dam		\$ 10,000.00	\$30,000	\$1,500.00	\$4,500.00	\$7,500.00	\$22,500.00	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$2,200.00	\$6,600.00	\$36,000.00	\$108,000.00
10	85	LF	Remove & Replace Curb & Gutter		\$ 100.00	\$8,500	\$70.00	\$5,950.00	\$200.00	\$17,000.00	\$100.00	\$8,500.00	\$295.00	\$25,075.00	\$60.00	\$5,100.00	\$190.00	\$16,150.00
11	2860	SF	Remove & Replace Sidewalk		\$ 45.00	\$128,700	\$12.00	\$34,320.00	\$45.00	\$128,700.00	\$8.00	\$22,880.00	\$24.00	\$68,640.00	\$20.00	\$57,200.00	\$70.00	\$200,200.00
12	1	EA	Remove & Replace ADA Ramp		\$ 15,000.00	\$15,000	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00
13	150	SF	Valley Gutter		\$ 30.00	\$4,500	\$70.00	\$10,500.00	\$75.00	\$11,250.00	\$20.00	\$3,000.00	\$112.00	\$16,800.00	\$50.00	\$7,500.00	\$95.00	\$14,250.00
14	645	SF	Exposed Aggregate Driveway		\$ 70.00	\$45,150	\$32.00	\$20,640.00	\$60.00	\$38,700.00	\$20.00	\$12,900.00	\$76.00	\$49,020.00	\$50.00	\$32,250.00	\$5.00	\$3,225.00
15	6600	SF	Slurry Seal		\$ 3.00	\$19,800	\$2.50	\$16,500.00	\$3.00	\$19,800.00	\$2.50	\$16,500.00	\$3.00	\$19,800.00	\$2.40	\$15,840.00	\$2.00	\$13,200.00
16	1	LS	Striping/Markings		\$ 5,000.00	\$5,000	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$6,580.00	\$6,580.00	\$6,000.00	\$6,000.00	\$9,600.00	\$9,600.00
17	1	LS	Landscaping & Irrigation		\$ 86,500.00	\$86,500	\$100,000.00	\$100,000.00	\$145,000.00	\$145,000.00	\$50,000.00	\$50,000.00	\$147,150.00	\$147,150.00	\$140,000.00	\$140,000.00	\$96,000.00	\$96,000.00
18	1	LS	Remove & Reinstall Major Street Light		\$ 15,000.00	\$15,000	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$23,400.00	\$23,400.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00
19	1	LS	Traffic Control Plan		\$ 49,350.00	\$49,350	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00	\$71,200.00	\$71,200.00	\$15,000.00	\$15,000.00	\$96,000.00	\$96,000.00
20	1	LS	Temporary Construction Easement Implementation		\$ 40,000.00	\$40,000	\$70,000.00	\$70,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$17,800.00	\$17,800.00	\$80,000.00	\$80,000.00	\$36,000.00	\$36,000.00
21	1	LS	BMPs/Storm Water Pollution Control Plan		\$ 10,000.00	\$10,000	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$11,100.00	\$11,100.00	\$60,000.00	\$60,000.00	\$42,000.00	\$42,000.00
22	1	LS	Trench Shoring		\$ 50,000.00	\$50,000	\$4,517.00	\$4,517.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$33,900.00	\$33,900.00	\$80,000.00	\$80,000.00	\$129,775.00	\$129,775.00
TOTAL:					\$1,300,000.00		\$1,048,777.00		\$1,190,950.00		\$1,270,380.00		\$1,489,449.00		\$1,570,790.00		\$1,590,000.00	

Subcontractors	
Los Loza, Inc.	Tennysen Electric
Tennysen Electric LLC	Lonstar Landscape, Inc.
Dirt Dynasty, Inc.	
FBD Vanguard Construction, Inc.	

Liffey Electric	Tennysen Electric
Bond Blacktop	Graham Contractors, Inc
Bruce Enterprises	Marina Landscape
	R&R Mahler
	Sinclair General Engineering

Bond Blacktop, Inc.	Tennysen Electric
Sierra Traffic Markings, Inc.	Graham Contractors, Inc
R&R Mahler Construction Company, Inc.	Marina Landscape
Bailey Fence Co. Inc.	R&R Mahler
Tennysen Electric LLC	
Los Loza, Inc.	

Raposo Engineering, Inc.	Tennysen Electric
MZB Engineering, Inc.	Graham Contractors, Inc

Bid Summary

Puri Court Storm Drain Improvements, CIP No. 25415 Bid Opening: 3/26/2025 @ 2:00 p.m.					Engineer's Estimate		GSW Construction, Inc.		CEAU CO. dba Castillon Company		Golden State Construction & Utility, Inc.		
Item No.	Total Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	415	LF	48" RCP	\$ 1,300.00	\$539,500	\$1,890.00	\$784,350.00	\$1,770.00	\$734,550.00	\$2,200.00	\$913,000.00		
2	52	LF	Box Culvert	\$ 1,500.00	\$78,000	\$2,260.00	\$117,520.00	\$6,150.00	\$319,800.00	\$4,500.00	\$234,000.00		
3	2	EA	Type III Storm Drain Manhole (6'-8' Deep)	\$ 15,000.00	\$30,000	\$33,280.00	\$66,560.00	\$20,000.00	\$40,000.00	\$27,500.00	\$55,000.00		
4	1	EA	Type III Storm Drain Manhole (8'-10' Deep)	\$ 20,000.00	\$20,000	\$42,650.00	\$42,650.00	\$22,000.00	\$22,000.00	\$30,000.00	\$30,000.00		
5	2	EA	Type III Storm Drain Manhole (10'-12' Deep)	\$ 25,000.00	\$50,000	\$46,650.00	\$93,300.00	\$24,000.00	\$48,000.00	\$33,000.00	\$66,000.00		
6	1	LS	Headwall w/ Fence	\$ 50,000.00	\$50,000	\$73,270.00	\$73,270.00	\$68,000.00	\$68,000.00	\$65,000.00	\$65,000.00		
7	2	EA	Replace 4" Sanitary Sewer Lateral	\$ 5,000.00	\$10,000	\$9,250.00	\$18,500.00	\$9,500.00	\$19,000.00	\$5,000.00	\$10,000.00		
8	1	EA	Remove & Replace Catch Basin	\$ 15,000.00	\$15,000	\$9,200.00	\$9,200.00	\$17,000.00	\$17,000.00	\$12,500.00	\$12,500.00		
9	3	EA	Trench Dam	\$ 10,000.00	\$30,000	\$5,090.00	\$15,270.00	\$7,000.00	\$21,000.00	\$2,000.00	\$6,000.00		
10	85	LF	Remove & Replace Curb & Gutter	\$ 100.00	\$8,500	\$160.00	\$13,600.00	\$147.00	\$12,495.00	\$175.00	\$14,875.00		
11	2860	SF	Remove & Replace Sidewalk	\$ 45.00	\$128,700	\$29.00	\$82,940.00	\$22.00	\$62,920.00	\$25.00	\$71,500.00		
12	1	EA	Remove & Replace ADA Ramp	\$ 15,000.00	\$15,000	\$10,300.00	\$10,300.00	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00		
13	150	SF	Valley Gutter	\$ 30.00	\$4,500	\$69.00	\$10,350.00	\$63.00	\$9,450.00	\$70.00	\$10,500.00		
14	645	SF	Exposed Aggregate Driveway	\$ 70.00	\$45,150	\$65.00	\$41,925.00	\$31.00	\$19,995.00	\$55.00	\$35,475.00		
15	6600	SF	Slurry Seal	\$ 3.00	\$19,800	\$3.00	\$19,800.00	\$5.00	\$33,000.00	\$3.00	\$19,800.00		
16	1	LS	Striping/Markings	\$ 5,000.00	\$5,000	\$9,030.00	\$9,030.00	\$6,800.00	\$6,800.00	\$5,500.00	\$5,500.00		
17	1	LS	Landscaping & Irrigation	\$ 86,500.00	\$86,500	\$134,000.00	\$134,000.00	\$130,000.00	\$130,000.00	\$150,000.00	\$150,000.00		
18	1	LS	Remove & Reinstall Major Street Light	\$ 15,000.00	\$15,000	\$14,300.00	\$14,300.00	\$11,000.00	\$11,000.00	\$20,500.00	\$20,500.00		
19	1	LS	Traffic Control Plan	\$ 49,350.00	\$49,350	\$1,370.00	\$1,370.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00		
20	1	LS	Temporary Construction Easement Implementation	\$ 40,000.00	\$40,000	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00		
21	1	LS	BMPs/Storm Water Pollution Control Plan	\$ 10,000.00	\$10,000	\$15,100.00	\$15,100.00	\$14,000.00	\$14,000.00	\$6,850.00	\$6,850.00		
22	1	LS	Trench Shoring	\$ 50,000.00	\$50,000	\$13,700.00	\$13,700.00	\$145,000.00	\$145,000.00	\$35,000.00	\$35,000.00		
TOTAL:				\$1,300,000.00		\$1,593,035.00		\$1,780,510.00		\$1,834,000.00			
Subcontractors					Bailey Fence Co, Inc.		APena Construction, Inc.		APena Construction, Inc.		Tennyson Electric LLC		
					Chrisp Company		Ricardo Marrun Construction		Marina Landscap, Inc.		Merz Bros Construction, Inc.		
					Los Loza, Inc.		Reds Bros Electric		Los Loza, Inc.		Bond Blacktop		
					Graham Contractors, Inc								

PURI COURT STORM DRAIN IMPROVEMENTS PROJECT
CIP NO. 25415
04/15/25

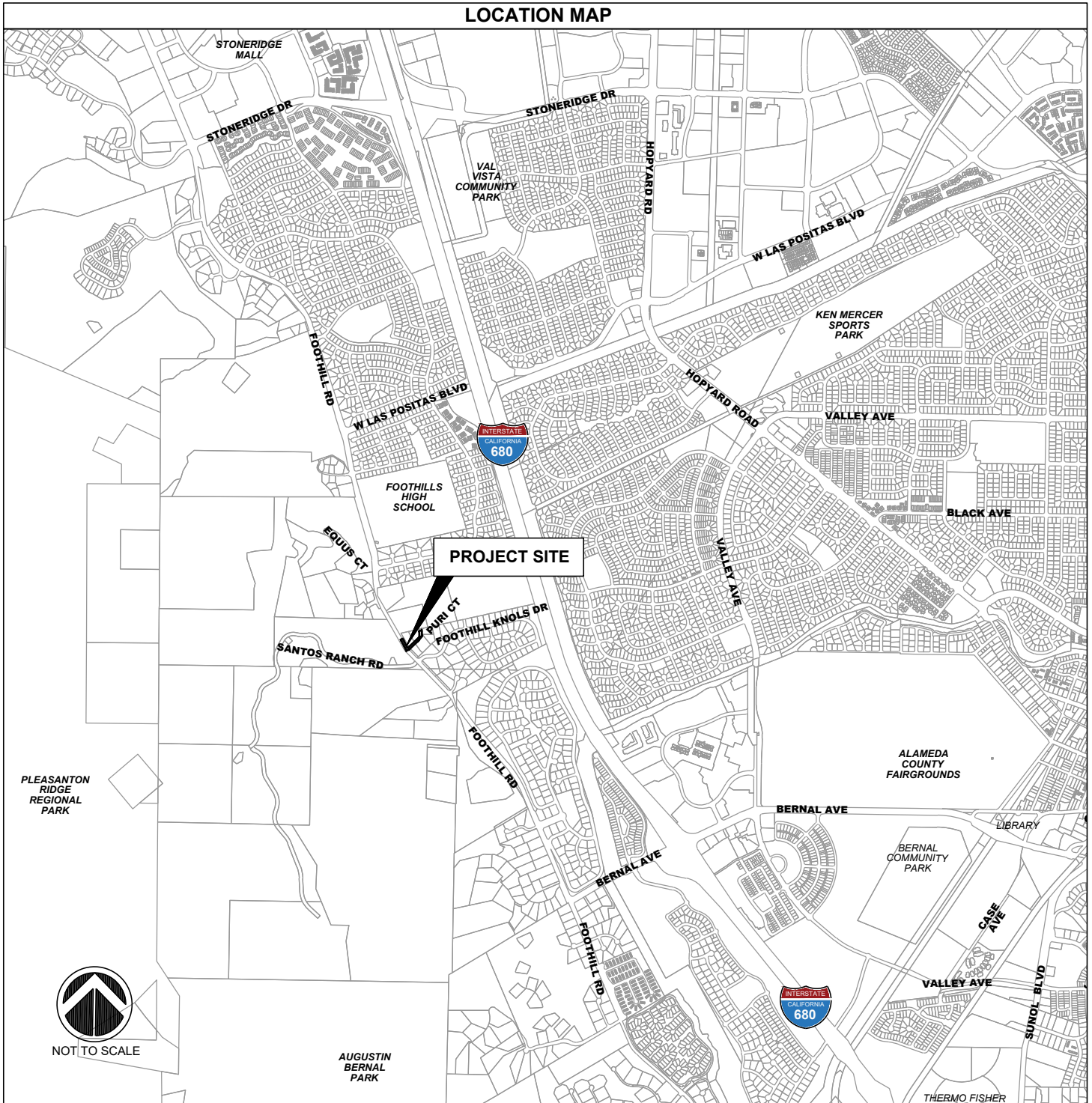
<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
Midterm Allocation (FY2025) (Fund 441)	\$1,750,000	
TOTAL PROJECT FUNDING TO DATE		\$1,750,000
<u>Project Expenditures to Date (Paid under CIP 24415)</u>		
Alameda County Clerk	\$50	
Pakpour Consulting (Design)	\$68,526	
Total Project Expenditures to Date	\$68,576	
<u>Anticipated Project Expenditures</u>		
Bid Advertising	\$747	
Construction Contract (DPI, Inc.)	\$1,048,777	
Project Contingency (Approximately 15%)	\$157,317	
Pakpour Consulting (Construction and Design Support)	\$55,000	
Geocon Consultants (Material Testing)	\$21,000	
Miscellaneous	\$10,000	
Total Anticipated Project Expenditures	\$1,292,840	
TOTAL PROJECT EXPENDITURES		\$1,361,417
<u>Funding Balance/ (Shortfall)</u>		
		\$ 388,583

CITY OF PLEASANTON

PUBLIC WORKS DEPARTMENT

PURI COURT STORM DRAIN IMPROVEMENTS

CIP NO. 25415



LOCATION MAP

NTS

April 15, 2025
City Manager

TITLE: APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH HF&H CONSULTANTS, LLC FOR SOLID WASTE SYSTEM TECHNICAL ASSISTANCE SERVICES TO INCREASE AMOUNT OF THE AGREEMENT BY \$125,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$325,000

SUMMARY

In 2022, the City Council awarded a professional services agreement to HF&H Consultants, LLC to provide technical assistance in managing a variety of solid waste related projects. Under the current agreement, staff and the consultant have worked on planning and implementation of California State Senate Bill 1383 (SB 1383) for mandatory organics waste collection, as well as other ongoing projects related to management of the franchise agreement between the City and Pleasanton Garbage Service. Additional funds are needed to provide for ongoing consulting services to continue necessary work on solid waste and recycling related projects.

RECOMMENDATION

Approve a second amendment to the professional service agreement with HF&H Consultants, LLC for solid waste system technical assistance services to increase amount of the agreement by \$125,000 for a total amount not to exceed \$325,000

BACKGROUND

The Professional Services Agreement with HF&H Consultants, LLC (HF&H) was entered into on June 1, 2022, for solid waste system technical assistance not to exceed \$100,000 over a period of five years. During the first two fiscal years of the contract, HF&H has provided consultation on, among other things, analysis, and adjustment of garbage rates under the franchise agreement and new requirements of SB 1383, which seeks to reduce the emission of short-lived climate pollutants by mandating the diversion of organic wastes from landfills. On May 21, 2024, the City Council approved a First Amendment to the agreement that increased the contract by \$100,000 for a total amount not to exceed \$200,000. Staff is proposing a Second Amendment to the Agreement that will increase the contract by \$125,000 for a total not to exceed amount of \$325,000 to continue to provide technical assistance for the solid waste, recyclables, and organic materials program.

DISCUSSION

HF&H assists City staff with a variety of ongoing tasks to manage the franchise agreement with Pleasanton Garbage Service as well as other related waste and recycling projects. Over the past year, staff has worked with HF&H on the implementation of SB 1383, the vehicle impact fee analysis, and the Rate Period #7 cost basis adjustments. The consultation has required significant time and resources and will continue through the next several years. Additional funds are needed for the remaining contract term, including Fiscal Years 2025/26 and 2026/27, to provide ongoing technical assistance with monitoring, analyzing,

benchmarking, and negotiations for the solid waste and recycling program.

The Second Amendment seeks to increase the Agreement compensation amount by \$125,000 for a total amount not to exceed \$325,000 for the remainder of the contract term through Fiscal Year 2026/27.

EQUITY AND SUSTAINABILITY

As a full-service municipality, the City provides a wide range of services and programs to meet the needs of all members of the community. The waste and recycling program takes into account both equity and sustainability considerations to ensure fair access to services and promote environmentally responsible waste management practices. The consulting assistance for waste disposal is vital to ensuring that the services the City provides are available in a healthy and safe manner to all members of the Pleasanton community.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton strategic plan goal of *Investing In Our Environment* to continue to implement priority items from the Climate Action Plan 2.0 (CAP) to lead by example in environmental sustainability.

FISCAL IMPACT

The proposed Second Amendment to the Professional Services Agreement with HF&H Consultants, LLC. is in the amount not to exceed \$325,000, an increase of \$125,000. Funding for this Agreement will come from PGS Reserve fund Account 17130231-430101, for which the funds are already budgeted.

Prepared by:



ZeeLaura Page, Waste & Recycling Manager

Submitted by:



Siew-Chin Yeong, Director of Public Works

Approved by:



Gerry Beaudin, City Manager

Attachments:

1. Second Amendment to Agreement with HF&H 2025

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is entered into this 15th day of April 2025 by the City of Pleasanton ("City") and **HF&H Consultants, LLC** ("Contractor").

Whereas, on June 1, 2022, the City and **HF&H Consultants, LLC** entered into a Professional Services Agreement for Solid Waste System Technical Assistance services ("Agreement"); and

Whereas, the agreement is through June 30, 2027, and the process for this project is ongoing; and

Whereas, the parties desire to amend to the Agreement to increase the compensation;

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 4 of the Agreement, " Compensation." is amended to read:
City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation and reimbursement for costs shall not exceed \$325,000, an increase of \$125,000.

2. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Second Amendment to the Agreement as of the date first above written.

CITY OF PLEASANTON

CONTRACTOR *or* CONSULTANT

Gerry Beaudin, City Manager

By: _____

Signature

Print name

Title: _____

*[If Contractor or Consultant is a corporation,
signatures must comply with California
Corporations Code §313]*

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By:

Signature

Print name

Title:

Rev. 3/23

CITY COUNCIL AGENDA REPORT

April 15, 2025
Public Works - Utilities Division

TITLE: APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH GOT POWER, INC. TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT BY AN ADDITIONAL \$50,000 PER FISCAL YEAR WITH THE ANNUAL COMPENSATION NOT TO EXCEED \$350,000 FOR FISCAL YEAR 2024/25 AND ALL SUBSEQUENT FISCAL YEARS FOR THE REMAINDER OF THIS AGREEMENT, BRINGING THE TOTAL COMPENSATION TO \$1,050,000 FOR THE THREE-YEAR TERM

SUMMARY

The City is responsible for ensuring that essential facilities—including potable water pumping stations, sewer lift stations, stormwater pump stations, fire stations, police stations, and the Operations Services Center—are equipped to operate using backup generators during emergencies, power outages, or Pacific Gas & Electric Company (PG&E) Public Safety Power Shutoff (PSPS) events. These facilities must remain functional when power is unavailable due to seismic activity, wildfires, or other emergencies.

In May 2024, the City Council approved an agreement with Got Power, Inc. (dba CD & Power) for backup generator repairs, as-needed generator rentals, and emergency repair services. In Fall 2024, the City Council approved a first amendment to expand the scope of work to include additional maintenance services. A second amendment is now requested to increase the contract capacity by \$50,000 for Fiscal Years 2024/25 and 2025/26, ensuring continuity of generator services.

RECOMMENDATION

1. Approve a second amendment to the agreement with Got Power, Inc. to increase the not-to-exceed annual amount by an additional \$50,000 per fiscal year with the annual compensation not to exceed \$350,000 for Fiscal Year 2024/25 and all subsequent fiscal years for the remainder of this agreement, bringing the total compensation to \$1,050,000 for the three-year term
2. Authorize the City Manager to execute the second amendment to the agreement with Got Power, Inc.

BACKGROUND

In May 2024, the City entered into an agreement with Got Power, Inc. for the maintenance and repair of City-owned backup generators, annual load bank testing, and as-needed generator rentals. The agreement also includes after-hours and weekend emergency repairs. With the increasing frequency of PG&E PSPS events, this contract has been critical in ensuring uninterrupted operations through portable generator rentals.

Got Power, Inc. has also assisted City staff in standardizing generator connections at sites lacking permanent generators. This standardization allows for faster setup and deployment, minimizing service disruptions during outages or emergencies.

DISCUSSION

The agreement with Got Power, Inc. covers essential services such as generator repairs, annual load bank testing, and emergency generator rentals. The contract also provides after-hours response and weekend emergency repairs, ensuring continued support for critical City facilities during unplanned power outages or PSPS events. Through this agreement, the City has been able to improve operational resilience by standardizing portable generator connections at sites without permanent generators. This improvement facilitates faster deployment and reduces service downtime during emergencies.

The additional contract value is necessary due to the increased frequency of power outages and the need for expanded maintenance efforts to extend generator lifespans, while the city designs a new permanent stationary generator as approved through the Water System Management Plan and the FY23-25 Sewer Capacity Improvement Plan (CIP). At the same time, the City is impacted by the rising costs of equipment and emergency services. The additional funding will also support ongoing standardization of portable generator connections and improvements to site infrastructure, ensuring faster deployment and minimized service disruptions during emergencies.

EQUITY AND SUSTAINABILITY

Ensuring the City can operate during power outages and other emergencies helps to ensure that the City can provide essential services to all members of the Pleasanton community.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances several strategies under the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment* - Strategy 4 to identify system improvements and necessary maintenance, and *Safeguarding our City* to ensure the city is prepared for emergencies.

FISCAL IMPACT

The current contract has an annual not-to-exceed amount of \$300,000 for FY 2024/25. The Second Amendment provides an additional \$50,000 per fiscal year for both FY 2024/25 and FY 2025/26, for a total compensation amount of \$1,050,000 over the three-year term. The agreement with Got Power, Inc. is funded by the Water and Sewer Repair and Replacement Funds, the Water O&M Fund, the Sewer O&M Fund, and the General Fund in Fiscal Years 2024/25, 2025/26, and 2026/27. Budgets for future fiscal years are subject to City Council approval.

Prepared by:



Siew-Chin Yeong, Director
of Public Works

Submitted by:



Siew-Chin Yeong, Director of Public
Works

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Second amendment to agreement with Got Power, Inc.

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is entered into this ____ day of April 2025, by the **City of Pleasanton ("City")** and **Got Power Inc., dba CD & Power ("Contractor")**.

Whereas, on July 1, 2024, the City and Contractor, entered into an As-Needed Maintenance and Trade Services Agreement for Generator Repair Services **RFP PWD 24.601**, as amended by the First Amendment dated September 25, 2024, to expand the services provided by the Contractor ("collectively the Agreement"); and

Whereas, the parties desire to amend the Agreement to increase the annual not to exceed amount to be Performed of this Agreement.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement, "Compensation" the annual compensation shall not exceed **\$350,000** for Fiscal Year 2024/25 and all subsequent Fiscal Years for the remainder of this Agreement. This will bring the Total Compensation for this Agreement to **\$1,050,000** for the three year term.
2. This Second Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Second Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR – Got Power Inc.

Gerry Beaudin, City Manager

By:

Signature

Print name

ATTEST:

Jocelyn Kwong, City Clerk

Title: _____

*[If Contractor is a corporation, signatures must comply
with California Corporations Code §313]*

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____

Signature

Print name

Title: _____

April 15, 2025
Community Development

TITLE: REVIEW OF THE ZONING ADMINISTRATOR'S APPROVAL OF A SIGN DESIGN REVIEW APPLICATION (P24-0731) TO INSTALL NEW MONUMENT, WALL, CANOPY, AND PUMP SIGNAGE AS PART OF A REBRANDING FOR THE GULF GAS STATION LOCATED AT 4212 FIRST STREET

SUMMARY

Review of a Sign Design Review (SDR) approval to allow the installation of new monument, wall, canopy, and pump signage as part of a rebranding for the Gulf gas station located at 4212 First Street (former Shell gas station). Without an approved master sign program, the requested signage changes require SDR approval. The Zoning Administrator approved the SDR application (P24-0731) on January 30, 2025, subject to conditions of approval. Pursuant to PMC Section 18.144.010 City Council Review, on March 4, 2025, a City Council member requested a review of the Zoning Administrator's action. Accordingly, the application is presented for the City Council's review, which may confirm the Zoning Administrator's approval without changes, modify the approval (e.g., by modifying or adding conditions), or overturn the Zoning Administrator's decision (i.e., deny the SDR).

RECOMMENDATION

Adopt a resolution upholding the Zoning Administrator's approval of Case No. P24-0731, subject to the Conditions of Approval in Attachment 1, Exhibit A.

BACKGROUND

Design Review Process

The City's Municipal Code (PMC) Section 18.20.010.B.7. (Design Review) specifies the City's Zoning Administrator shall review and make decisions regarding all signs. Determinations for sign approvals are typically made in one of two ways:

1. Determination of conformance with an approved master sign program; or
2. Sign Design Review approval.

Master Sign Programs

If a sign is proposed within a project area with an approved master sign program (e.g., a shopping center, office/business park, corporate headquarters/campus, etc.), the review process is clear. The Zoning Administrator reviews the proposed signage against the criteria specified in the master sign program, and if the proposed signage meets the criteria, the proposed signage is approved ministerially and any required construction permits may be applied for by the applicant. If the proposed signage is found not to conform with the approved master sign program, it is rejected by the Zoning Administrator, and the applicant is directed to correct the deficiencies prior to requesting approval.

The City has approved several master sign programs citywide, some of which are outdated

and allow certain types of signage that would not be considered appropriate or supportable today (e.g., internally illuminated cabinet signs). However, master sign programs typically run in perpetuity with the project area they represent and very few, if any, include language requiring updates. The typical remedy for these issues is to encourage updates or application for a new master sign program when a project area proposes significant exterior design upgrades or new construction occurs. Similarly, the Zoning Administrator may also have to make exceptions for proposed signage that may not conform with an approved master sign program.

Sign Design Review

If a sign is proposed within a project area without an approved master sign program (typically a standalone-type commercial or office building), Sign Design Review is required. As part of the SDR process, the Zoning Administrator evaluates the proposed signage for conformance with the following policies and standards prior to making a determination:

1. Any applicable General Plan policies, specifically:
 1. Community Character Element Policy 15, Program 15.3:
 - Attractive sign design and higher-quality sign materials
 - Attractive colors, minimizing bright franchise colors
 2. Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage".

Any applicable design guidelines (such as the Downtown Design Guidelines) and, for signs on Main Street, standards in the Downtown Revitalization District Ordinance (PMC Chapter 18.74), and the criteria set forth in Chapter 18.20 for Design Review, generally, are also considered.

3. Any applicable provisions specified in PMC Section 18.96 (Signs).

The City's Sign Ordinance includes basic parameters as to the amount, size, placement and lighting of signs (with such standards varying by zoning district), but lacks strict, objective design parameters in many respects, particularly with regard to aesthetics (e.g., colors, materials, permissible lighting levels, amount of branding vs. non-branding components, etc.).

Staff provides formal and informal feedback to applicants through the review process, with comments taking into account the Design Review criteria, as identified in Chapter 18.20, which includes factors such as the location and visibility of the site, existing signage/sign conditions and design/character of the buildings or structures on which the signage is being placed, proposed lighting, nature of the use for which the signage is proposed, and character, type and proximity of adjacent uses. The City must also consider the reasonable expectation that a business may wish or be entitled to use its corporate colors, business identification or branding as part of its signage program.

In most instances, the Zoning Administrator is successful in negotiating well-designed, high-quality, and proportionally sized signage based on the guidance of the documents listed

above. These aspects focus on the use of indirect, backlit or halo-illuminated signage, flush-mounted signage, individual channel letters, high-quality finish materials, colors consistent with/complementary to the project area, a reduction in or elimination of some corporate signage designs when they appear unnecessary or excessive, proportionality to the project area the proposed signage represents, requiring lighting limitations to reduce impacts on surrounding uses, consideration of both vehicular and pedestrian safety when locating monument and directional signage, etc.

With respect to the two General Plan policies noted above, while they provide guidance to “minimize” and “discourage” bright and franchise elements in signage, neither policy prohibits the use of these elements. It is thus a subjective matter for the Zoning Administrator to determine whether the amount of such elements is excessive or inappropriate, considering the above-noted factors. For this application, staff observed that gas stations throughout Pleasanton (including immediately opposite this site) commonly use branded colors and logos on canopies and elsewhere, and there are many examples of gas stations with similar or greater amounts of such signage. Through the SDR process, staff therefore worked with the applicant to reduce the size of logos, limit the amount and hours of nighttime illumination, and limit the size of the monument sign.

DISCUSSION

Zoning Administrator's Action

On December 3, 2024, Guy Houston, on behalf of the owners of Gulf gas station at 4212 First Street, submitted a Sign Design Review application for signage modifications as part of a rebranding process from the former Shell to the new Gulf gas station. The scope of work also included replacing much of the dead landscaping and removing outdated structures like propane tank holders, bollards, etc.

On December 19, 2024, the application was deemed incomplete. While staff indicated its general support for the applicant's overall intent to upgrade and improve the appearance of the project site, comments were provided to the applicant in two key areas:

- To request the amount/intensity of lighted signage be reduced, particularly the canopy signage. The applicant was advised to modify the canopy signage to eliminate some proposed neon striping and use signage indirectly lit, halo-lit or backlit (versus internally illuminated cabinet signs). It was also recommended that canopy lighting have a shut-off time (10 p.m.)
- Retaining the existing height of the monument pricing sign, versus allowing an increase in the height of the sign as proposed. (Staff noted State law requires certain minimum letter heights for display of fuel prices). Staff also requested modifications to the base of the monument sign to match the proposed color/painting of the on-site buildings.

Over the course of the following weeks, staff met with the applicant approximately four-five times (phone and virtual) to review possible sign design options, lighting options, etc. On January 30, 2025, the Zoning Administrator approved the revised proposed signage (provided in Attachment 2) with the following revisions:

- Minor reduction in size of the trademarked logos on the canopy;

- The illumination of only the lettering and a small band along the bottom of the canopy (originally the plans called for illumination of not only the logo and lettering, but also the entire orange background on the canopy);
- A condition of approval that all illuminated canopy lighting be turned off daily between the hours of 10:00 p.m. to 7:00 a.m., similar to the 76/Circle K gas station and convenience market across the street; and
- Maintaining (i.e., not enlarging) the existing size of the monument pricing sign.

Thus, as proposed and conditioned, the Zoning Administrator found the proposed SDR would meet the dimensions and other standards of the Sign Ordinance, is in keeping with other similar gas station signage design concepts throughout the city, and would be compatible with, and would not detrimentally affect, the existing adjacent/nearby uses or residences. Conditions of approval have been included which will ensure that the safety and general welfare of the surrounding area, and the city in general, is maintained.

ENVIRONMENTAL ASSESSMENT

This project is categorically exempt (Section 15301, Class 1, Existing Facilities) from the requirements of the California Environmental Quality Act (CEQA); therefore, no environmental document accompanies this report.

Pursuant to PMC Section 18.144.010 City Council Review, on March 4, 2025, a Council member requested review of the action of the Zoning Administrator. Accordingly, the application is presented to the City Council for its review.

EQUITY AND SUSTAINABILITY

No impact, since this is a routine matter of City business.

OUTREACH

Notice of this meeting was sent to property owners and tenants/occupants within 1,000 feet of the site as shown in Attachment 3. At the time of this report's publication, no public comments have been received.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton Strategic Plan goal of *Building a Community Where Everyone Belongs*, Strategy 4, which aims to Implement the updated 2024-2028 Economic Development Strategic Plan initiatives, including retail revitalization, ensuring the vibrancy of Pleasanton's downtown, business retention and expansion, and workforce development. This project would provide new signage as part of the rebranding (and future façade remodel) of a former Shell gas station to a Gulf gas station, supporting the noted objectives.

FISCAL IMPACT

The proposed project would be responsible for the payment of fees as set forth in the Conditions of Approval. No fiscal impacts to the City or public services are anticipated.

Prepared by:



Eric Luchini, Senior Planner

Submitted by:



Ellen Clark, Director of Community
Development

Approved by:



Gerry Beaudin, City
Manager

Attachments:

1. Resolution
2. Zoning Administrator Approved Plans
3. Noticing Map
4. Presentation

RESOLUTION NO. 2025-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON
UPHOLDING THE ZONING ADMINISTRATOR'S APPROVAL OF A SIGN DESIGN
REVIEW APPLICATION FOR THE INSTALLATION OF NEW MONUMENT, WALL,
CANOPY, AND PUMP SIGNAGE AS PART OF A GAS STATION REBRANDING
FOR GULF GAS STATION LOCATED AT 4212 FIRST STREET, SUBJECT TO THE
CONDITIONS OF APPROVAL (FILED UNDER CASE NO. P24-0731)**

WHEREAS, on December 3, 2024, Guy Houston, on behalf of the owners of Gulf gas station submitted a Sign Design Review application to install new monument, wall, canopy, and pump signage as part of a gas station rebranding process from the former Shell to the new Gulf gas station located at 4212 First Street; and

WHEREAS, the Property is designated Retail/Highway/Service Commercial Business and Professional Offices in the City's General Plan; and

WHEREAS, the Property is zoned C-F (Freeway Commercial); and

WHEREAS, the Property is designated Downtown Commercial in the Downtown Specific Plan; and

WHEREAS, on January 30th, 2025, the Zoning Administrator approved the Sign Design Review application, filed under case no. P24-0731; and

WHEREAS, within the time specified by the Pleasanton Municipal Code, a member of the City Council requested that the application and approval of the Zoning Administrator be reviewed by the City Council; and

WHEREAS, on April 15, 2025, the City Council held a duly noticed public hearing to consider the Project, the determination by the Zoning Administrator, all public comments and testimony, and findings.

NOW, THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

Section 1. Prior to taking action on the Project, and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

Section 2. The City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, (Existing Facilities), since the project only includes removal and replacement of existing signage with new signage. Therefore, no additional environmental review is required.

Section 3. The City Council has considered the findings made in the Zoning

Administrator's approval letter dated January 30, 2025, and subject to conditions of approval, adopts those same findings as their own findings as part of this resolution. Based upon the City

Council's own independent review of the Record Evidence, the City Council hereby finds that the proposed Sign Design Review application is consistent with the City's General Plan, the Pleasanton Municipal Code and the City's Guidelines and approves the Sign Design Review Application (Case No. P24-0731). The Zoning Administrator's decision as set forth in the January 30, 2025 approval letter, subject to conditions of approval, attached hereto and incorporated herein by reference as Exhibit A, is hereby affirmed.

Section 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 15, 2025.

I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on April 15, 2025, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

EXHIBIT A
DRAFT CONDITIONS OF APPROVAL

P24-0731
4212 First Street
April 15, 2025

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Public Works/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for Sign Design Review (SDR) to allow the installation of new monument, wall, canopy, and pump signage as part of a gas station rebranding for Gulf gas station (former Shell gas station) located on Assessor Parcel No(s). 094-0095-025-03 at 4212 First Street. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Exhibit B, prepared by Big Red Rooster Flow for Gulf gas station, dated "Received" on January 29, 2025, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the "Approved Plans".

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the "Approved Plans", except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, house colors or materials, green building measures, landscape material, etc.
2. **EXPIRATION – DESIGN REVIEW:** This design review approval shall lapse 1 year from the effective date of approval unless a building permit is issued and construction has commenced and is diligently pursued towards completion, or the City has approved a time extension.

3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a "Conditions of Approval Checklist" indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.
4. **APPEAL PERIOD:** The building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys' fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Site Development and Building Design

6. **FINAL INSPECTION:** Final inspection by the Planning Division is required prior to installation. Prior to final inspection, if applicable, all existing building signs shall be removed and all wall surfaces, including, but not limited to any holes in the wall resulting from its removal shall be patched, repaired, and/or replaced to match the existing wall color and texture to the satisfaction of the Director of Community Development. **(Project Specific Condition)**
7. **CANOPY ILLUMINATION.** All canopy signage and lighting (except under canopy lighting) shall be remotely turned off daily by 10:00 p.m. Canopy signage and lighting shall not be turned on daily prior to 7:00 a.m. **(Project Specific Condition)**
8. There shall be no additional signage on the subject property without prior approval from the City. **(Project Specific Condition)**

Construction Practices and Noticing

9. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier “start times” or later “stop times” for specific construction activities, e.g., concrete pouring. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices. Prior to construction, the hours of construction shall be posted on site.
10. **DISTURBANCE COORDINATOR:** The applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after- hours contact number for the disturbance coordinator, or designee.

Fees

11. **FEES:** The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the permit is issued.
12. **SCHOOL IMPACT FEES – COMMERCIAL:** Prior to building permit issuance, the applicant shall pay the required commercial development school impact fee as prescribed by State law and as adopted by the Pleasanton Unified School District (PUSD).

END

**APPROVED**

PERMIT NO.: P24-0732

DATE: 01-30-25

INITIALS: EL

CITY OF PLEASANTON
PLANNING DIVISION**EXISTING****FACILITY NAME:**

92067890

PROJECT LOCATION:4212 FIRST STREET,
PLEASANTON, CA, 94566**PROJECT OVERVIEW:**

- A** Canopy Visuals
- B** Dispenser Visuals
- C** Main ID Visuals
- D** Amenity Bin / Paint Visuals

RECEIVED

01-29-25

P24-0732

CITY OF PLEASANTON
PLANNING DIVISION**EXHIBIT B****PROPOSED**

approval signature

I have reviewed the visuals within this document and
I approve the designs and scope of work listed within.

THIS IS NOT AN INSTALLATION GUIDE**Permit Pack**

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92067890	01_10_2025	California Fuel Supply Inc.	B.DIGHERO	R5	1 OF 14	

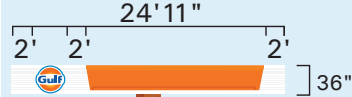


Overhead Map C - MID

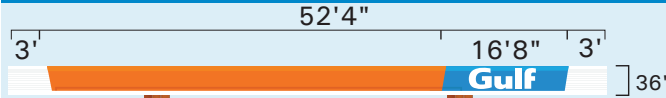


Perspective View

Elevation 1 ILLUMINATED



Elevation 2 ILLUMINATED

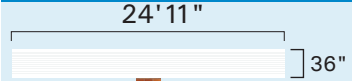


Existing Fascia:	36 11/16"
Proposed:	36"

→ Street side

Elevation 3 STRIPED WHITE ACM

Distance from the building to the nearest edge of canopy: TBD'



Elevation 4 ILLUMINATED



← Street side

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Quantity:

1

Total SF:

14.96 SF

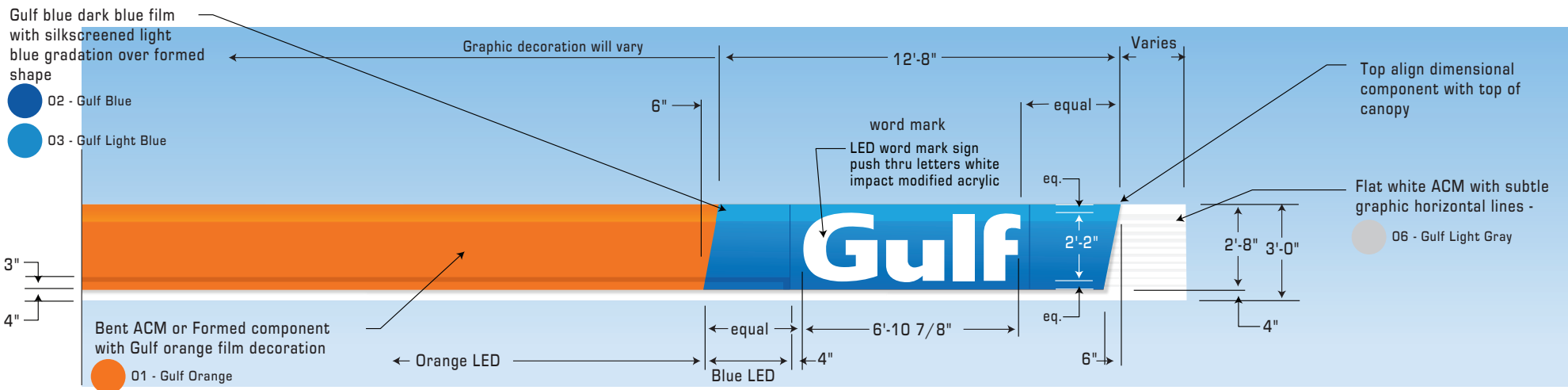
Fascia Height:

36"

36" high canopy fascia with

small word mark sign elevation

Scale: 1/4" = 1' - 0"

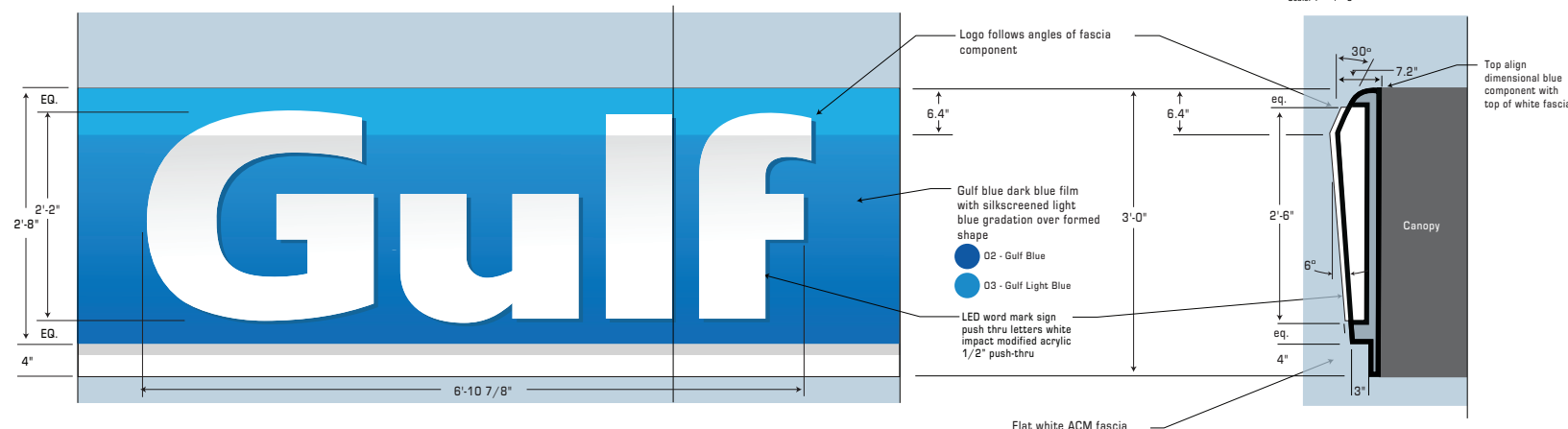


**** Right handed canopy shown, left handed canopy would mirror these guidelines ****

32" high canopy fascia component with

small word mark sign elevation

Scale: 1" = 1' - 0"



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BIG RED ROOSTER FLOW

2 Northfield Plaza, Ste 250

Northfield, IL 60093

P: (847) 441-1818 F: (847) 592-9564

Quantity:

1

Total SF:

14.96 SF

Fascia Height:

36"

36" high canopy fascia with

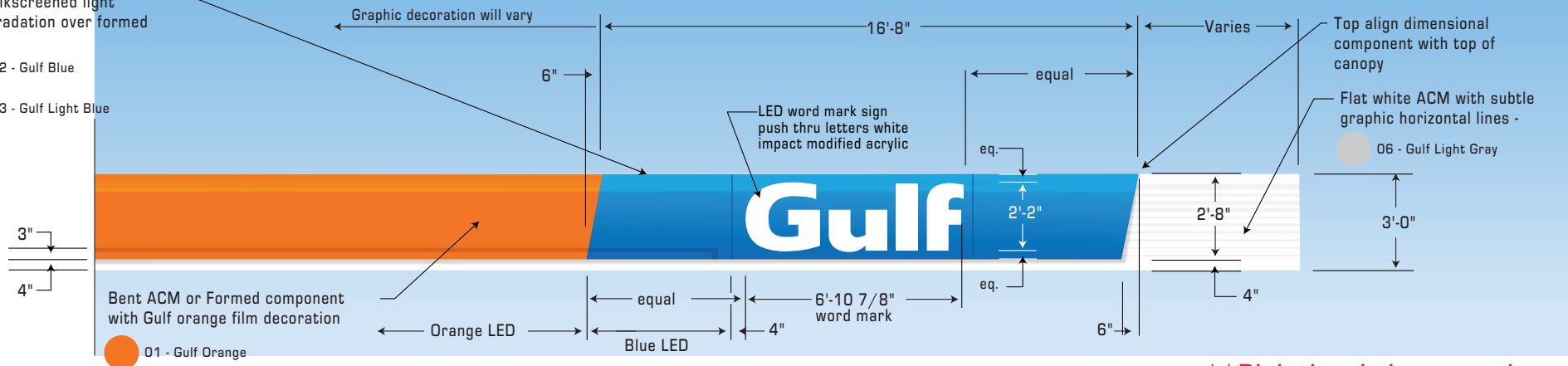
small word mark sign elevation

Scale: 1/4" = 1' - 0"

Gulf blue dark blue film with silkscreened light blue gradation over formed shape

02 - Gulf Blue

03 - Gulf Light Blue



32" high canopy fascia component with

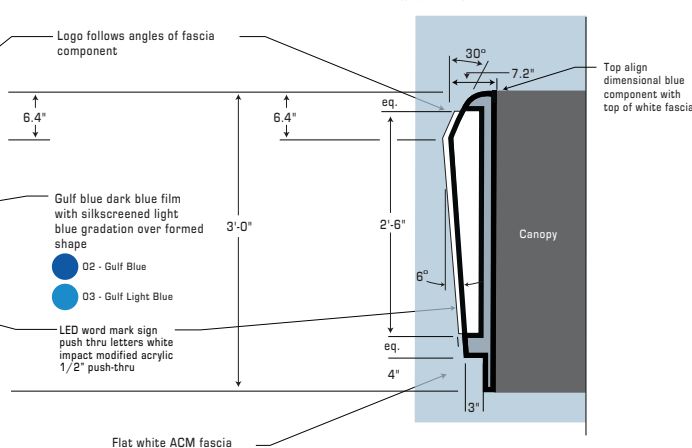
small word mark sign elevation

Scale: 1" = 1' - 0"



Section thru sign

Scale: 1" = 1' - 0"



**** Right handed canopy shown, left handed canopy would mirror these guidelines ****

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BIG RED ROOSTER FLOW

2 Northfield Plaza, Ste 250

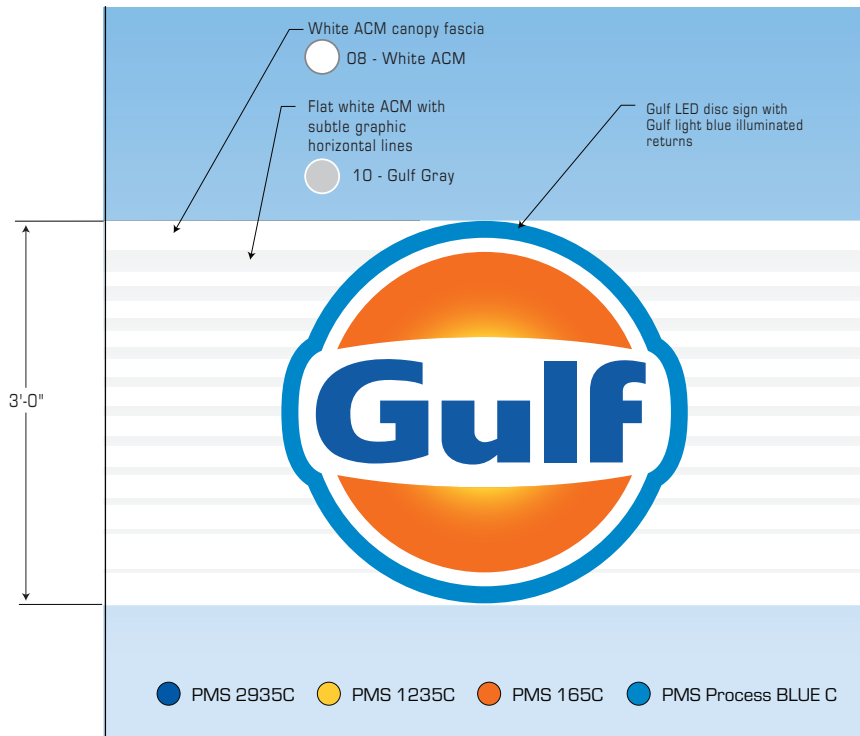
Northfield, IL 60093

P: (847) 441-1818 F: (847) 592-9564

36" CONTAINED DISC

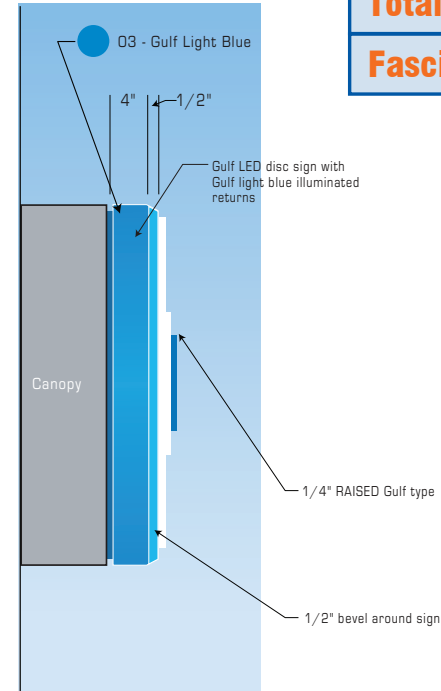
disc sign elevation

Scale: 1" = 1' - 0"



Side Elev

Scale: 1" = 1' - 0"

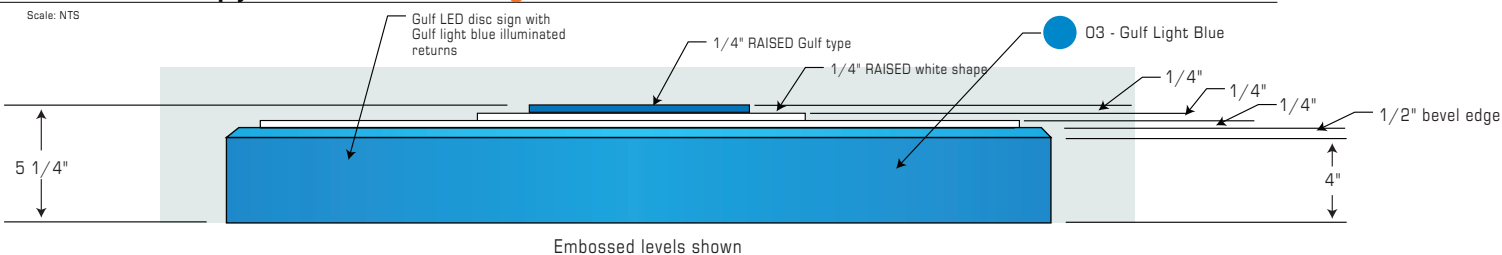


Quantity:	1
Total SF:	9.62
Fascia Height:	36"

Emboss canopy

disc sign elevation

Scale: NTS

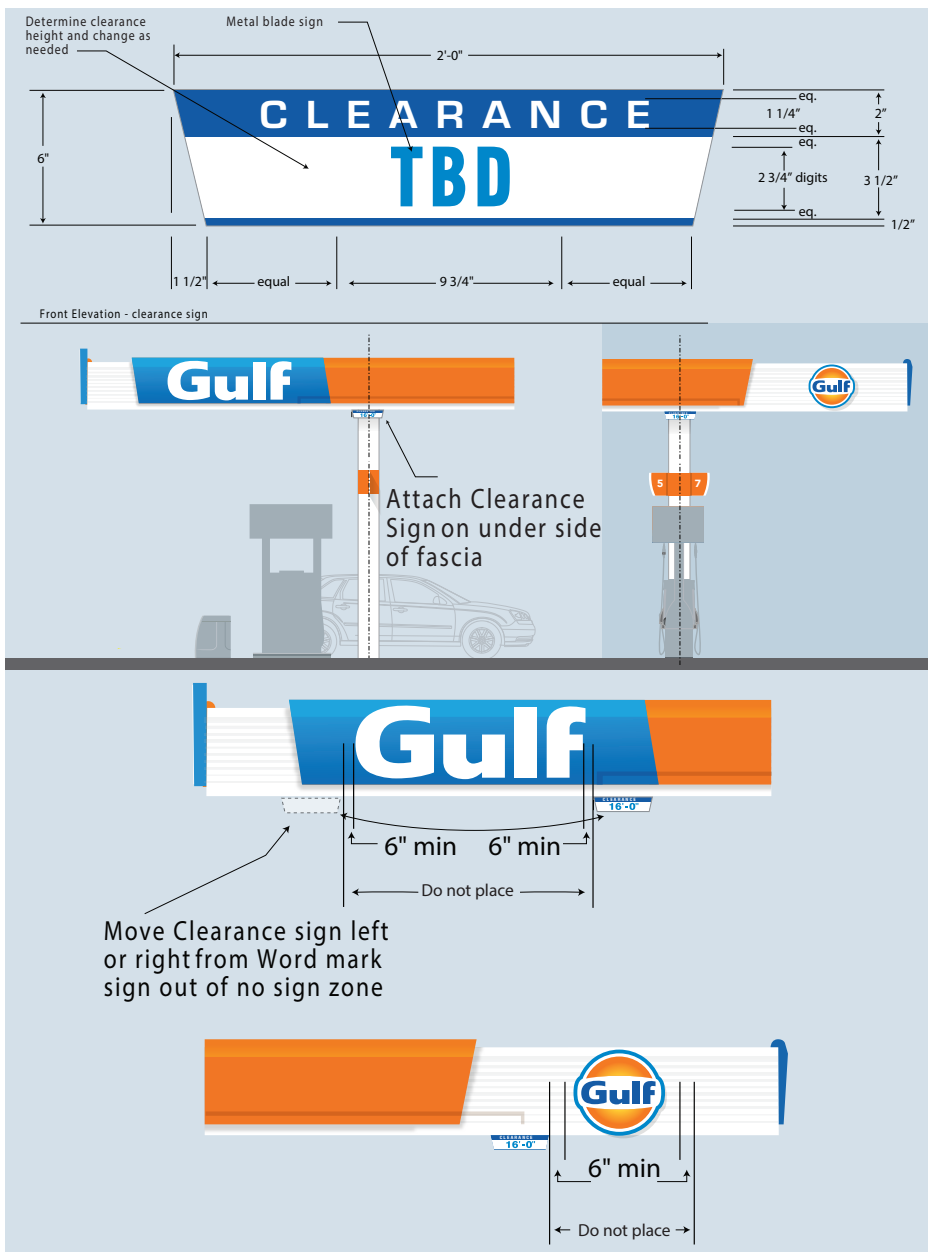


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Column / Clearance Visuals

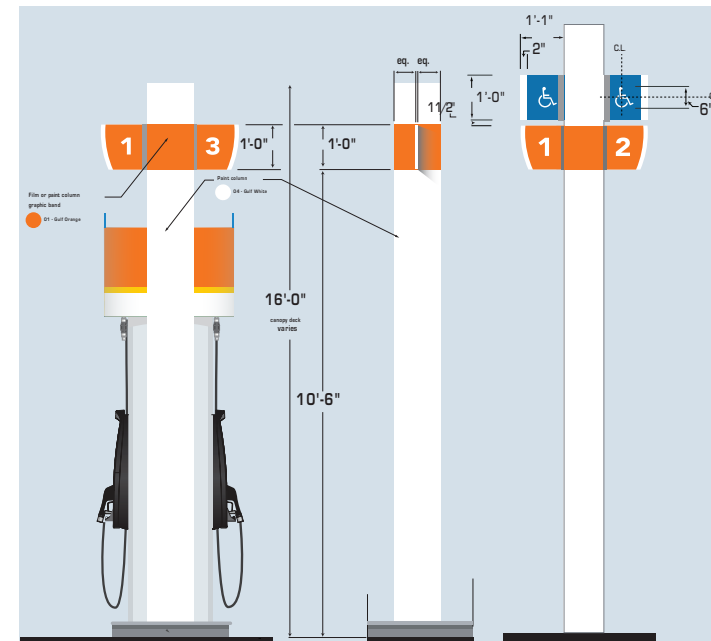


Canopy Clearance Sign should be positioned in the most visible sightlines for consumers entering the forecourt.

Align off column as first priority. If that location does not provide adequate visibility, move to a position that does.

Do not position Clearance sign under a Gulf word mark sign or Gulf disc sign. Follow rules established on this sheet

(2) Clearance signs are typically used per canopy. If more are needed, seek approval from Gulf reimage team



9'-8" is a min height to lower blade signs if obstructions above force blade signs down on column

Column blade signs are intended to be installed with best view from the cashier area.

Each column to be measured from the grade to the bottom of the blade.

Towel dispensers and old decals that are not approved by Gulf should be removed from canopy columns and given to the dealer/site management should they want to keep them OR disposed of in installer supplied dumpsters.

Fire extinguisher cabinets should be removed prior to painting the canopy columns and reinstalled after painting the columns.

Columns with Cladding will need special hardware for install.

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Existing



Proposed



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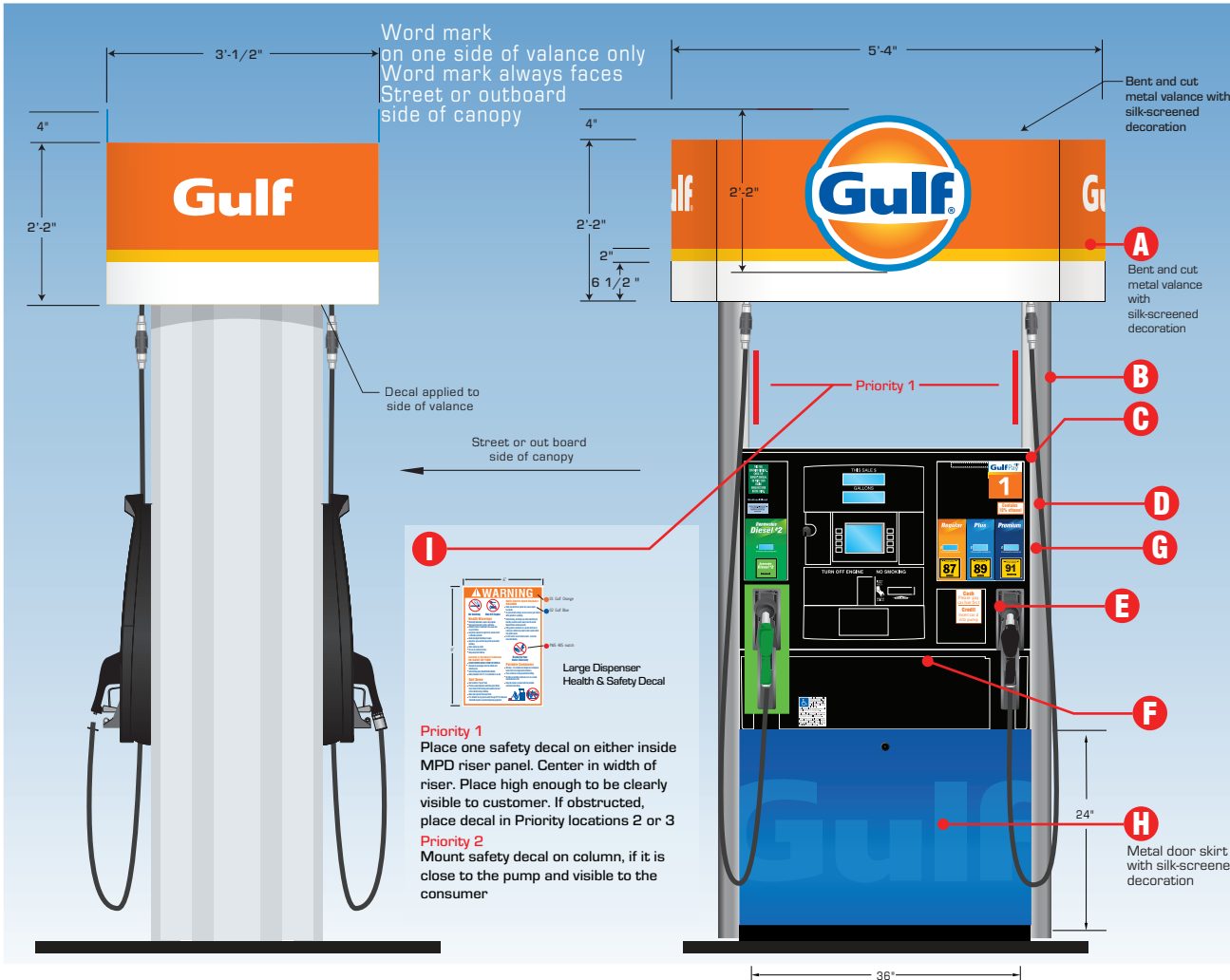
BIG RED ROOSTER FLOW
 2 Northfield Plaza, Ste 250
 Northfield, IL 60093
 P: (847) 441-1818 F: (847) 592-9564

B Dispenser Visuals

State/local regulatory messages are the responsibility of Gulf Oil's dealer/distributor

***While reimagining the dispensers, if the weights and measures labels have to be altered please remove them and place them on a 8.5"x11" paper and hand deliver to a store representative. Ask the store representative to call the listed number for a new test.**

***Wayne Ovation 2 dispensers will receive column warning decals.**



A ■ Install Valance

- Standard
- ☐ Flat End
- ☐ Narrow
- ☐ 16" Tall
- ☐ 10" Tall
- ☐ Contained logo
- ☐ No logo

B ■ Install New Riser

if damaged or not silver

C ■ Install Number Decal

- Gulf Pay
- ☐ No Gulf Pay

D ■ Install Ethanol Decal

- ☐ Standard 10%
- CA 10%
- ☐ MA Decal
- ☐ DE Decal
- ☐ No Ethanol

E ■ Install Cash/Credit Decal

F ■ Polycarbonate Areas

must be gulf approved colors:
--Black or Silver

- Install New Polycarb Overlays
- Paint Trim Area

G ■ Install Octane Decals

- 87
- 89
- 91
- ☐ 93
- Renewable Diesel #2

H ■ Install Door Skin

- Branded
- ☐ Unbranded

I ■ Install Warning Decal

- Standard (Priority 1)
- ☐ Column (Priority 2)



Proposed Existing

Gilbarco Encore 300/500, 3 + 1

Quantity: 4

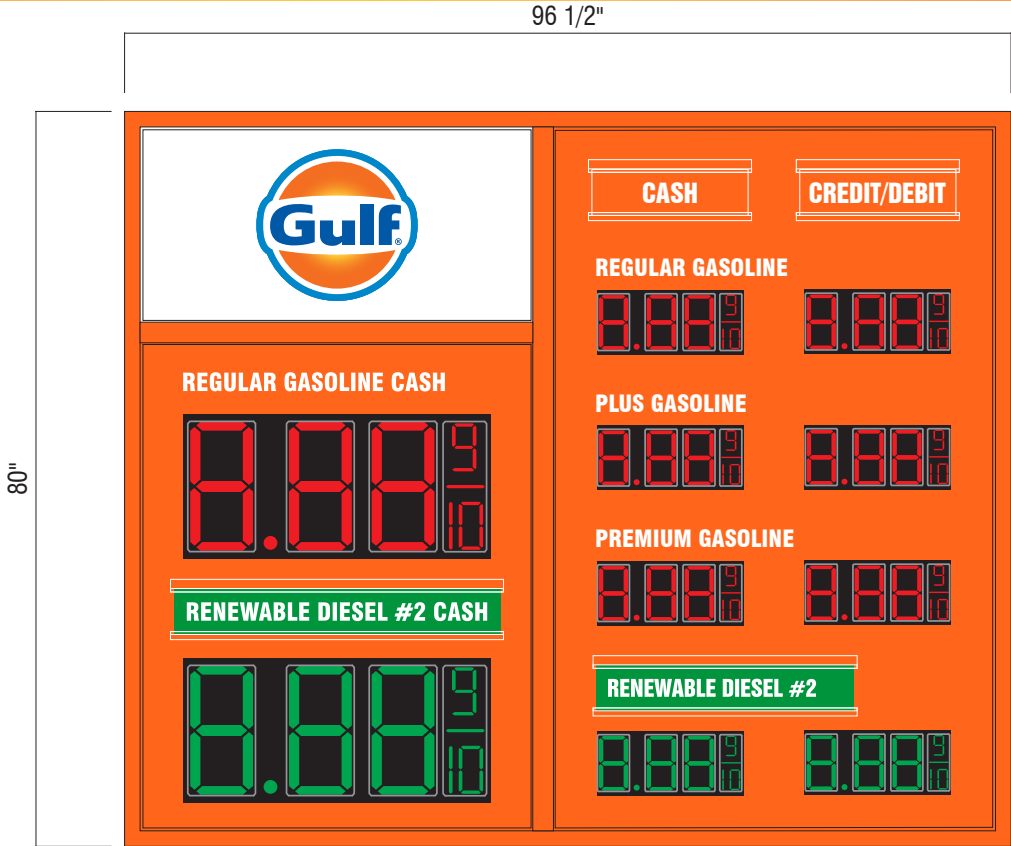
Existing

Column Decal Graphic

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Existing - 43.28



New 6' 8" x 8' CP Sign
 23" x 44 1/2" Face: 16 1/2" x 17 5/8" Embossed Gulf Logo
 w/ 4.203" x 12.721" (2 pieces ea.) Digital Print Use Gu223603.DP
 Gulf to be street side
 2 Product Pricer w/ 14" Able 7-Segment LEDs
 Painted product
 6" x 30 1/2" (RENEWABLE DIESEL #2 Tracked Panels)
 5" x 17" (Cash / Credit/Debit) Tracked Panels
 8 Product Pricer w/ 6" Able 7-Segment LEDs
 Painted product
 5" x 35 1/2" (RENEWABLE DIESEL #2 CASH Tracked Panels)

Note: Proposed exceeds current square footage.
 Must verify proposed new sign will work with
 existing poles and foundation.

Proposed 50.26 SQFT

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Amenity Bin Visuals

C-Store Front Entrance

Quantity: 1

42-gallon Waste Container with Ashtray Dome Lid

- Includes (1) 42-gallon Waste Container with Dome Lid, (1) Aluminum Ashtray and (1) Liner
- Manufactured from durable, long lasting recycled polyethylene – won't dent, chip and graffiti resistant
- Unit size: 42.25"H x 18.5" Sq., 25 lbs.
- Color: Gray
- Item #73300399

Carton sizes – Ships in 3 cartons

- 42-gallon WC 19" x 20" x 35", 21 lbs.
- Ashtray Dome Lid 19" x 19" x 16", 11 lbs.
- Liner: 15" x 16" x 33", 13 lbs.



Forecourt Pump Island

Quantity: 4

Aruba 3 Waste/Windshield Service Center, Single-sided

- Includes (1) 42-gallon Waste Container, (1) WSC Side Pod, (1) Squeegee, (1) Liner, Hardware Bag, Pre-drilled holes in unit for easy assembly
- Manufactured from durable, long lasting recycled polyethylene – won't dent, chip and graffiti resistant
- Unit size: 34.5"H x 18"W x 25.5"L, 39 lbs.
- Color: Gray
- Item #759303

Carton size – Ships in 1 carton:

- Aruba 3 WC 19" x 20" x 35", 21 lbs.

Note: Liner and WSC Side Pod ship inside the unit



Forecourt Pump Island

Quantity: 0

Aruba 4 Waste/Windshield Service Center, Double-sided

- Includes (1) 42-gallon Waste Container, (2) WSC Side Pod, (2) Squeegees, (1) Liner, Hardware Bag, Pre-drilled holes in unit for easy assembly
- Manufactured from durable, long lasting recycled polyethylene – won't dent, chip and graffiti resistant
- Unit size: 34.5"H x 18"W x 36"L, 49 lbs.
- Color: Gray
- Item #75930399

Carton sizes – Ships in 2 cartons:

- Aruba 3 Single-sided WC 19" x 20" x 35", 21 lbs.
- Note: Liner and WSC Side Pod ship inside the unit
- 2nd Cove Isle WSC: 8" x 15" x 33", 13 lbs.



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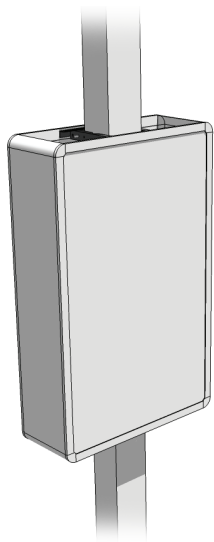
P.O.P Visuals

Double Sided Snap Frame

Quantity: 1

Double Sided Snap Frame Description:

- Double sided snap frame should be installed on light pole or pole with best visibility. Do NOT install on MID pole.
- Installation instructions are available on the Gulf Installer portal
- Pump topper hardware is provided by BRRF. Marketing material inserts will be provided by Gulf.
- Dimensions: 70"H x 44"W x 12"D



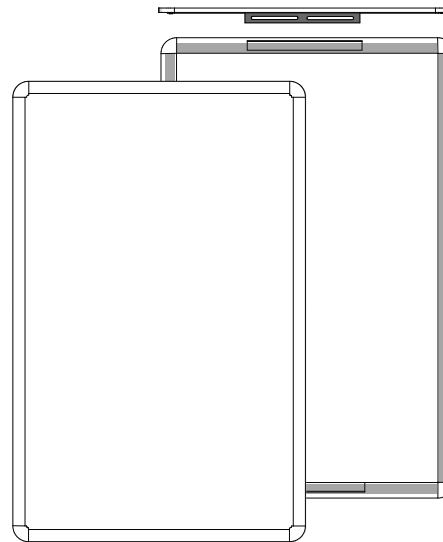
- If your site currently has a snap frame, you will need to order a new snap frame in order to ensure that the Gulf marketing materials will fit properly.

Single Sided Snap Frame

Quantity: 0

Single Sided Snap Frame Description:

- Single sided snap frame can be installed on building or on visible pole. Do NOT install on MID pole.
- POP Installation instructions are available on the Gulf Installer portal
- Pump topper hardware is provided by BRRF. Marketing material inserts will be provided by Gulf.
- Dimensions: 70"H x 44"W



- If your site currently has a snap frame, you will need to order a new snap frame in order to ensure that the Gulf marketing materials will fit properly.

Inverted Pump Topper

Quantity: 4

Inverted Pump Topper Description:

- Pump toppers should be installed inverted under bonnet of each dispenser on site - Only Gas dispensers will receive this or 3+1's. Like GulfPay.
- Installation instructions are available on the Gulf Installer portal
- Pump topper hardware is provided by BRRF. Marketing material inserts will be provided by Gulf.
- Dimensions: 12"H x 24"W



- New inverted pump toppers are a requirement to be compliant with the Gulf brand standards.

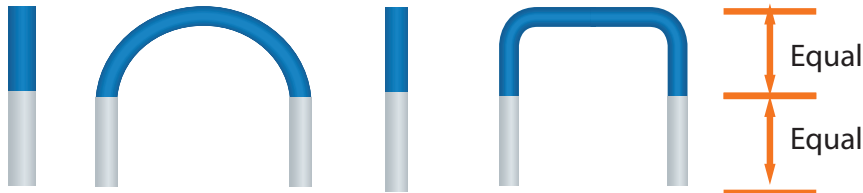
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Bollards

Paint bollards 50/50: 03 - Gulf Light Blue (TOP HALF)
06 - Gulf Light Gray (BOTTOM HALF)

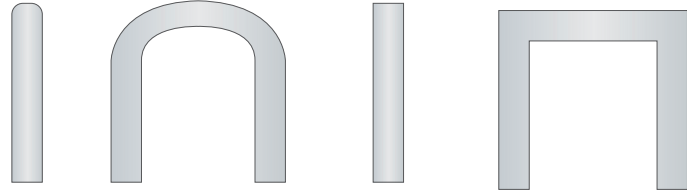
Quantity: 0



Note: 50/50 applies to all bollards around branded dispenser regardless of location (excludes stainless steel).

Paint Bollards 06 - Gulf Light Gray
(NOT UNDER CANOPY)

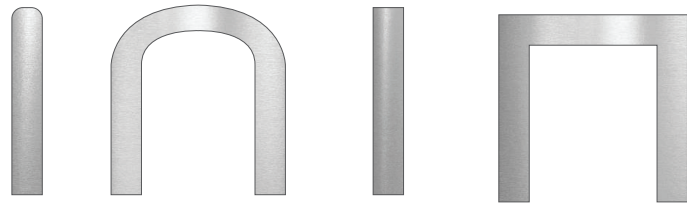
Quantity: 2



Note: Bollards next to unbranded dispensers outside of canopy (excludes perimeter & stainless steel).

Do not paint stainless steel

Quantity: 0



Islands

Paint curbs: 07 - Gulf Dark Gray

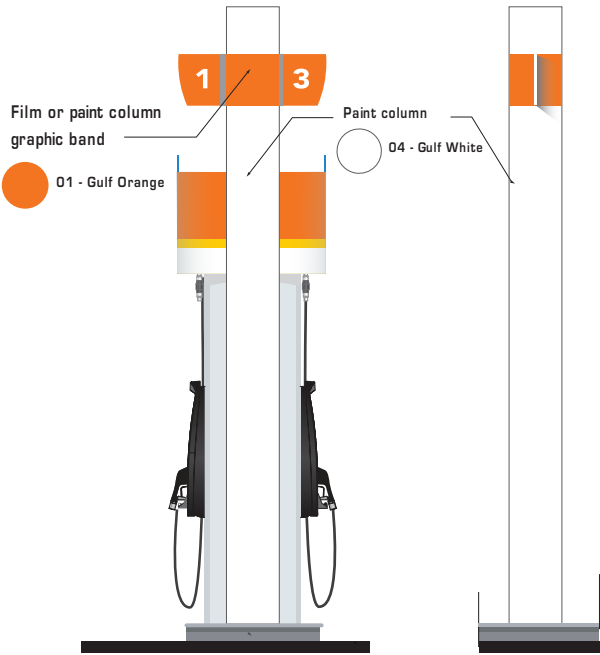
Do not paint stainless steel



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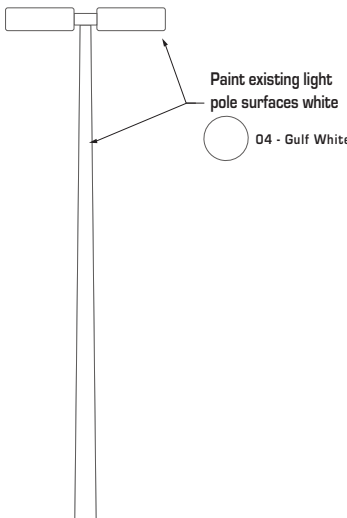
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Columns



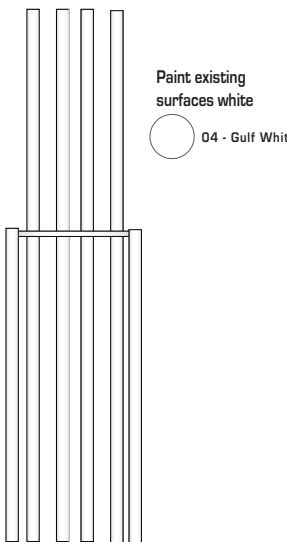
Light Poles

Do not paint stainless steel



Vent Pipes

Do not paint stainless steel



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2 Northfield Plaza, Ste 250
Northfield, IL 60093
P: (847) 441-1818 F: (847) 592-9564



Paint Visuals



01 - Gulf Orange

Forecourt: Fascia Component, Dispenser Valve, Blade Signs
3M Bright Orange -180M C 14
PMS 165 C

Sherwin Williams Custom Color - Paint Spec
Paint Finish - Semi Gloss used on MID poles



02 - Gulf Blue

Forecourt: Fascia Component, Dispenser Valve, Dispenser Skirt
3M Film Intense Blue 180 - 4 7
PMS 2935 C

Sherwin Williams Custom Color - Paint Spec
Paint Finish - Semi Gloss - Paint application not presently used on forecourt



03 - Gulf Light Blue

Forecourt: Dispenser Skirt, Top of Bollard
3M Film Olympic Blue 180 - 5 7
PMS Process BLUE C

Sherwin Williams Custom Color - Paint Spec
Paint Finish - Semi Gloss



04 - Gulf White - Paint

Forecourt Columns, Dispenser Valve, Blade Signs,
Store walls, Car Wash walls above wainscot, Undercanopy
Kiosk walls above wainscot, Light Poles, Vent Pipes

Sherwin Williams - Snow Bound SW-7004 White
Paint Finish - Satin



05 - Gulf Yellow

Forecourt: Fascia Component, Dispenser Valve, MID
3M Film Sunflower yellow 3650-2 5
PMS 1235 C

Sherwin Williams Custom Color - Paint Spec
Paint Finish - Semi Gloss for MID Band - poles
and cabinet



06 - Gulf Light Gray

Forecourt: Gulf Light Gray on lower section
for bollards under the fueling canopies

Existing dispenser risers that are not approved
prefinished Stainless steel, or silver can be
painted 06 Gulf Light Gray - Semi gloss finish

Site bollards at Store, Car Wash and all bollards
not under fueling canopy should be Solid Gulf
Light gray full height of bollard
Sherwin Williams - Argos SW-7065 -
Paint Finish - Semi Gloss



07 - Gulf Dark Gray

Forecourt: Island Curb Paint,
MID footing base above ground paint

PMS 430 C

Sherwin Williams - Cityscape - SW-7067
Paint Finish - Satin



08 - White ACM

Forecourt: Fascia of Canopy
Reynobond Dura-gloss 3000 bright white or
Eastman White or equal



09 - Gulf White Canopy Deck - Paint

Forecourt: Canopy Deck

Sherwin Williams - Extra White SW-7006 White
Paint Finish - Semi Gloss



10 - Gulf Gray

Forecourt: Canopy Fascia Lines
Custom Mix - Semi Gloss



11 - Gulf Diesel Green

Forecourt: All Diesel applications:
Dispensers, MID
3M Bright Green 74 5
PMS match 35 5



12 - Gulf Wainscot Gray

Car Wash wainscot, Undercanopy
Kiosk wainscot
Sherwin Williams
7016 Mindful Gray



13 - Gulf Logo bright yellow
Used in Gulf logo.

PMS 116 C Match
Highlight yellow in Gulf Logo



14 - Gulf black

Forecourt: Diesel undercanopy deck
Black
Satin finish

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Permit Pack

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92067890	01_10_2025	California Fuel Supply Inc.	B.DIGHERO	R5	15 OF 14	2 Northfield Plaza, Ste 250 Northfield, IL 60093 P: (847) 441-1818 F: (847) 592-9564



Paint Visuals

INT/EXT ARCHITECTURAL
SHER-CRYL HPA ACRYLIC
SEMI-GLOSS IFC 8012NP

GULF OIL ORANGE
CUSTOM MANUAL MATCH

CCEKOLORANT	OZ	32	64	128
R4-New Red	2	36	1	1
Y1-Yellow	4	25	1	-
W1-White	-	38	1	-

ONE GALLON
B66Y00357

VIVID YELLOW
650895392

ORANGE

APPROVED

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

01 - Gulf Orange
MID poles
Sherwin Williams -
Custom Color Mix
Semi Gloss

PRO INDUSTRIAL MULTI SURF ACRYLIC
EG-SHEL IFC 8012NP

7004 SNOWBOUND
SHER-COLOR FORMULA

Gulf White

CCEKOLORANT	OZ	32	64	128
N1-Raw Umber	-	-	1	1
R3-Magenta	-	-	1	-
Y3-Deep Gold	-	-	1	-

ONE GALLON
B66W01561

EXTRA WHITE
650867591

STUCCO/MASONRY

APPROVED

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

04 - Gulf White - Paint
Forecourt Columns, Dispenser
Valance, Blade Signs,
Store walls, Car Wash walls
above wainscot, Undercanopy
Kiosk walls above wainscot,
Light Poles, Vent Pipes

Sherwin Williams -
Snow Bound SW-7004 White
Satin
For specific paint applications
that require different performance
specs than SW-7004, all other custom
paint to match Gulf 04 White for
color match, satin finish.

EG-SHEL IFC 8012NP

GULF DARK GRAY
CUSTOM SHER-COLOR MATCH

CCEKOLORANT	OZ	32	64	128
W1-White	8	40	-	-
B1-Black	2	41	-	-
R2-Maroon	-	2	-	-
Y3-Deep Gold	-	27	-	1

ONE GALLON
B66T01564

ULTRADEEP
650867708

APPROVED

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

07 - Gulf Dark Gray
Forecourt: Island Curb Paint,
MID footing base
above ground paint
PMS 430C Match
Sherwin Williams -
City Scape - SW -7067
Paint Finish - Satin

INT/EXT ARCHITECTURAL
SHER-CRYL HPA ACRYLIC
SEMI-GLOSS IFC 8012NP

GULF BLUE
CUSTOM SHER-COLOR MATCH

CCEKOLORANT	OZ	32	64	128
W1-White	-	53	1	-
L1-Blue	8	61	-	-
R3-Magenta	-	13	1	-

ONE GALLON
B66T00354

ULTRADEEP
640347977

APPROVED

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

02 - Gulf Blue
Forecourt: Presently not used
Sherwin Williams -
Custom Color Mix
Paint Finish - Semi Gloss

INT/EXT ARCHITECTURAL
PRO INDUSTRIAL DTM ACRYLIC
SEMI-GLOSS COROB P5000

3650 SUNFLOWER YELLOW
CUSTOM MANUAL MATCH

CCEKOLORANT	OZ	32	64	128
Y3-Deep Gold	-	12	-	-
R4-New Red	-	1	-	-

ONE GALLON
B66Y01157

VIVID YELLOW
650895236

NOT RECOMMENDED FOR USE ON VINYL

05 - Gulf Yellow
MID Band - poles and cabinet
Sherwin Williams -
Custom Color Mix
Semi Gloss

INT/EXT ARCHITECTURAL
PRO INDUSTRIAL MULTI SURF ACRYLIC
EG-SHEL IFC 8012NP

7006 EXTRA WHITE
PACKAGE COLOR

Gulf White

ONE GALLON
B66W01561

EXTRA WHITE
650867591

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

09 - Gulf White Canopy Deck
Forecourt:
Canopy deck
Sherwin Williams -
Extra White SW-7006 White
Paint Finish - Semi Gloss

INT/EXT ARCHITECTURAL
SHER-CRYL HPA ACRYLIC
SEMI-GLOSS IFC 8012NP

GULF LIGHT BLUE
CUSTOM SHER-COLOR MATCH

CCEKOLORANT	OZ	32	64	128
W1-White	2	44	-	1
L1-Blue	6	19	1	1

ONE GALLON
B66T00354

ULTRADEEP
640347977

APPROVED

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

03 - Gulf Light Blue
Forecourt: Top of Bollard
Sherwin Williams -
Custom Color Mix
Semi Gloss

PRO INDUSTRIAL MULTI SURF ACRYLIC
EG-SHEL IFC 8012NP

GULF LIGHT GRAY
CUSTOM SHER-COLOR MATCH

CCEKOLORANT	OZ	32	64	128
B1-Black	-	33	-	-
R2-Maroon	-	1	-	1
Y3-Deep Gold	-	14	-	-

ONE GALLON
B66W01561

EXTRA WHITE
650867591

?

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

06 - Gulf Light Gray
Forecourt: Gulf Light Gray on lower section
for bollards under the fueling canopies.
Site bollards at Store, Car Wash and all bollards
not under fueling canopy should be Solid Gulf
light gray full height of bollard
Sherwin Williams - Argos SW-7065 -
Paint Finish - Semi Gloss
Sherwin Williams -
Argos SW7065
Paint Finish - Semi Gloss

NOTE: Existing dispenser risers. SW or other
paint supplier to provide new paint spec matching
Gulf Light Gray 06 for exterior metal risers. Paint spec
will need to have performance capabilities for this
forecourt condition. Semi gloss finish.

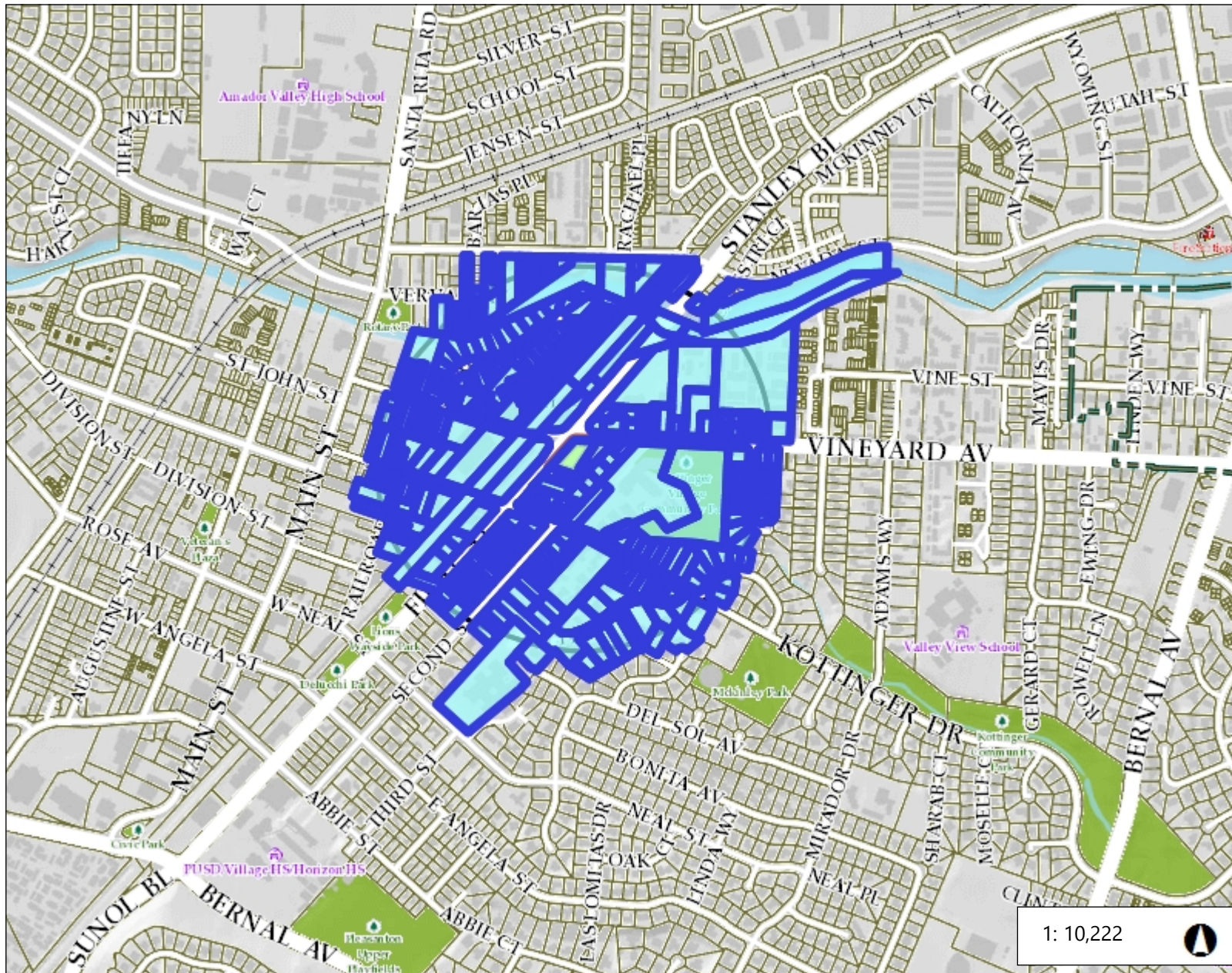
THIS IS NOT AN INSTALLATION GUIDE

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4212 FIRST STREET



Legend

- Fire Station
- School
- Park
- Parcels

Notes

Notes

1,703.6 0 851.82 1,703.6 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Gulf Gas Station
4212 First Street
Sign Design Review (P24-0731)

City Council
April 15, 2025



Purpose and Requested Action

- City Council request to review a Sign Design Review approval for new monument, wall, canopy, and pump signage as part of a gas station rebranding for Gulf gas station located at 4212 First Street (former Shell gas station)
- Adopt a resolution upholding the Zoning Administrator's approval of Case No. P24-0731, subject to the Conditions of Approval in Attachment 1, Exhibit A.



Site Description



Signage Plans



Sign Design Review (SDR) Process

- SDR required for sites without an approved master sign program
- Zoning Administrator review and approval based on:
 - PMC Chapter 18.96 – Signs
 - Dimensional and other standards
 - Applicable General Plan policies:
 - Community Character Element Policy 15, Program 15.3:
 - Attractive sign design and higher quality sign materials
 - Attractive colors, minimizing bright franchise colors
 - Community Character Element Policy 16, which "discourages franchise and prototype architecture and signage"
 - Applicable Design Guidelines (such as the Downtown Design Guidelines)
 - With limited exceptions, City codes, policies and standards are subjective/non-prescriptive as to materials, size, placement, permissible levels and types of lighting, colors, use of branding and logos



Sign Design Review (SDR) Continued

- Without strict standards, especially on amount of lighting, use of colors, logos, and branding, ZA considers factors such as:
 - Location and visibility of the site
 - Existing signage/sign conditions
 - Design/character of the buildings or structures on which the signage is being placed
 - Nature of the use for which the signage is proposed
 - Character and type and proximity of adjacent use
- City must also consider the reasonable expectation that a business may wish or be entitled to use its corporate colors, business identification or branding as part of its signage program



Discussion

- December 3, 2024: Sign Design Review application
 - Modifications for the monument, wall, canopy, and pump signage as part of rebranding
- December 19, 2024: Application deemed incomplete, with comments:
 - Reduce amount/intensity of illuminated signage
 - Implement lighting shut-off time (10 p.m.)
 - Do not increase height of the monument pricing sign



Discussion Continued

- Staff met with the applicant approximately four to five times over several weeks to review possible sign design options, lighting options, etc.
- January 30, 2025: Application approved with the following revisions:
 - Minor reduction in size of the trademarked logos on the canopy
 - Canopy illumination limited to lettering/logo and a small band
 - Condition of approval - All canopy lighting turned off daily between the hours of 10:00 p.m. to 7:00 a.m.
 - Maintaining the existing size of the monument pricing sign



Conclusion and Recommendations

- As proposed and conditioned, ZA found the proposed SDR is in keeping with other similar gas station signage design concepts throughout the City, would be compatible with, and would not detrimentally affect, the existing adjacent/nearby uses or residences
- Staff recommends the City Council adopt a resolution upholding the Zoning Administrator's approval of Case No. P24-0731, subject to the Conditions of Approval in Attachment 1, Exhibit A

