



AGENDA

REGULAR JOINT MEETING

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CLAYTON CITY COUNCIL and OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

* * *

TUESDAY, July 18, 2023

7:00 P.M.

***** NOTICE *****

*Members of the public will be able to participate either in-person at
Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517
or
remotely via Zoom.*

Mayor: Jeff Wan
Vice Mayor: Jim Diaz

Council Members
Peter Cloven
Holly Tillman
Kim Trupiano

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's website at www.claytonca.gov
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.claytonca.gov
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website at www.claytonca.gov
- If you have a physical impairment that requires special accommodation to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7300.

Instructions for Virtual City Council Meeting – July 18, 2023

Tonight's meeting will be available to the public both in-person and remotely via Zoom. As a courtesy, and technology permitting, members of the public may continue to provide live remote oral comment via the Zoom video conferencing platform. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time.

To follow or participate in the meeting:

1. **Videoconference:** to follow the meeting on-line, click here to register: https://us02web.zoom.us/webinar/register/WN_suxMelgbQNWPGzlqaBNXFw
After clicking on the URL, please take a few seconds to submit your first and last name, and e-mail address then click "Register", which will approve your registration, and a new URL to join the meeting will appear.
2. **Phone-in:** Register for the meeting using the URL in the paragraph above. Once registered, you will receive an e-mail with instructions to join the meeting telephonically, and then dial toll-free 877-853-5257 and use the Webinar ID and Password found in the e-mail.
3. **E-mail Public Comments:** If preferred, please e-mail public comments to the City Clerk, Ms. Calderon at janetc@claytonca.gov by 5:00 p.m. on the day of the City Council meeting. All e-mailed public comments will be forwarded to the entire City Council.

Each person attending the meeting via video conferencing or telephone and who wishes to speak on an agendized or non-agendized matter shall have a set amount of time to speak as determined by the Mayor.

*** CITY COUNCIL ***

July 18, 2023

1. **CALL TO ORDER AND ROLL CALL** – Mayor Wan.

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor Wan.

3. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

Members of the public may address the City Council on items within the Council's jurisdiction (which are not on the agenda) at this time. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

4. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by one single motion of the City Council. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question, discussion or alternative action may request so through the Mayor.

- (a) Approve the minutes of the City Council's regular meeting of June 20, 2023.
(City Clerk) ([View here](#))
- (b) Approve the Financial Demands and Obligations of the City. (Finance Director)
([View here](#))
- (c) A Resolution of the City Council of the City of Clayton Adopting the City of Clayton's Salary Schedule Effective July 1, 2023 in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule.
(Executive Assistant to City Manager/HR Manager) ([View here](#))
- (d) Adoption of a Resolution Accepting the Clayton Community Park Play Structure Replacement Project (Capital Improvement Project No. 10454) Performed by Specified Equipment Company (SPEC) as Complete, Approving the Notice of Completion, Directing the City Clerk to Record Same with the County Recorder, and Authorizing the Payment of All Retained Funds to SPEC 35 Days After Recording the Notice of Completion. (Community Development Director)
([View here](#))

- (e) Multi-Year Agreement with Konica Minolta Business Solutions (Konica Minolta) for a Konica Minolta Bizhub C650i Copier Lease with Maintenance Agreement. (City Clerk) ([View here](#))

5. RECOGNITIONS AND PRESENTATIONS

- (a) Save Mount Diablo Presentation. (Councilmember Trupiano) ([View Here](#))

6. REPORTS

- (a) City Manager/Staff

7. PUBLIC HEARINGS

- (a) Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2023/24. (City Engineer) ([View here](#))
- (b) Resolution Adopting the 2022 East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Mitigation Fee Audit and Nexus Study and Update of the East Contra Costa County HCP/NCCP Mitigation Fees, and Finding the Action to be Exempt from the California Environmental Quality Act. (Community Development Director) ([View here](#))

8. ACTION ITEMS

- (a) Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024. (City Manager) ([View here](#))
- (b) Approve Funding Agreement between Contra Costa Transportation Authority and City of Clayton for Cost Sharing Commitments to Design and Construct the Countywide Smart Signals Project. (City Engineer) ([View here](#))
- (c) Provide Direction To Staff On Pursuing Opportunities For Cell Tower Leases. (City Manager) ([View here](#))
- (d) Approve On-call Citywide Service Contract with Waraner Brothers Tree Service. (Maintenance Supervisor) ([View here](#))

- (e) Adopt a Resolution Authorizing the City Manager to Sign All Documents Related to Obtaining and Implementing Granicus Agenda Management Software and Any Necessary Budget Amendments. (City Manager) ([View here](#))

9. **COUNCIL ITEMS** – limited to Council requests and directives for future meetings.

10. **COUNCIL REPORTS**

- (a) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

11. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be August 15, 2023.

#

*** OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT ***
July 18, 2023

1. CALL TO ORDER AND ROLL CALL – Chair Trupiano.

2. PUBLIC COMMENTS

Members of the public may address the District Board members on items within the Board's jurisdiction, (which are not on the agenda) at this time. To facilitate the recording, assure an orderly meeting and provide an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the Board.

3. CONSENT CALENDAR

Consent Calendar items are typically routine in nature and are considered for approval by the Board with one single motion. Members of the Board, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Chair.

- (a) Approve the Board of Directors' minutes for its regular meeting June 6, 2023. (Secretary) ([View here](#))

4. PUBLIC HEARINGS

- (a) Resolution Ordering Improvements and Confirming Real Property Assessments in the Oakhurst Geological Hazard Abatement District for FY 2023/24. (General Manager) ([View here](#))

5. ACTION ITEMS

- (a) Provide Board Direction and Input on Pursuing a Future Assessment Increase on GHAD Property Owners to Increase District Revenue to Fund All Necessary Work Within the GHAD. (General Manager) ([View here](#))

6. BOARD ITEMS – limited to requests and directives for future meetings.

7. ADJOURNMENT – the next meeting of the GHAD Board of Directors will be scheduled as needed.

#

**MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL**

TUESDAY, June 20, 2023

1. **CALL TO ORDER THE CITY COUNCIL** – The meeting was called to order at 6:00 p.m. by Mayor Wan held via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Wan, Vice Mayor Diaz, and Councilmembers Cloven, Tillman, and Trupiano. Councilmembers absent: None. Staff present: City Manager Bret Prebula, and City Clerk Janet Calderon.

2. **PLANNING COMMISSION VACANCY**

- (a) Candidates to be separately interviewed for two appointments with terms to expire on June 30, 2025.

The City Council separately interviewed three (3) candidates who had applied for appointment to the City Planning Commission:

Ed Miller
Bretten Casagrande
Joseph Banchemo

- (b) City Council discussion and determination of two citizen appointments to openings on the Clayton Planning Commission through June 30, 2025.
(Mayor Wan)

Following discussion by the City Council, Mayor Wan opened the item to public comments.

Dan Richardson provided a brief background on the current Planning Commission and the collaboration they have developed. He expressed support of Ed Miller to be reappointed to the Planning Commission.

Mayor Wan closed public comment.

It was moved by Mayor Wan, seconded by Vice Mayor Diaz, to approve Resolution No. 34-2023 appointing Mr. Joseph Banchemo and Mr. Bretten Casagrande to the office on the Clayton Planning Commission, with a term of office to expire June 30, 2025. (Passed; 3-2; No; Tillman and Cloven).

- Short Recess -

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3. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Wan and ‘Mayor for the Day’ Kate McSherry and Alex McSherry held via a hybrid meeting format live in-person and Zoom videoconference and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Mayor Wan, Vice Mayor Diaz, and Councilmembers Cloven, Tillman and Trupiano. Councilmembers absent: None. Staff present: City Manager Bret Prebula, City Attorney Mala Subramanian, Chief of Police Rich McEachin, Community Development Director Dana Ayers, and City Clerk Janet Calderon.

4. **PLEDGE OF ALLEGIANCE** – Led by “Mayor for the Day” Kate McSherry and Alex McSherry.

Mayor Wan requested the Certificates be presented prior to public comment on non-agenda items.

7. **RECOGNITIONS AND PRESENTATIONS**

- (a) Recognition: “Mayor for the Day”, Kate McSherry and Alex McSherry.

Mayor Wan presented certificates of recognition to “Mayor for the Day” Kate McSherry and Alex McSherry.

5. **PUBLIC COMMENT ON NON - AGENDA ITEMS**

Ed Hartley attended the Coffee with the City Manager and was very impressed. He also expressed his concerns regarding fees and elimination of Master Agreements.

J Smyth expressed concern of a potential technical violation of the Brown Act that occurred at the previous City Council meeting.

Keith Haydon expressed concern of the formula used to determine the Master Fee Schedule and cost analysis of the fees.

Ed Miller expressed concern regarding taxes versus fees, and encouraged the City Council to review the market-based rates for city-owned facilities; street closures are not considered a city-owned facility.

Jan Hessler expressed support of her taxes be used to support city staff for permit processing.

Terri Denslow noted anonymous letters were received regarding the pride parade being a failed event, she also expressed concern regarding the Master Fee Schedule and requested more transparency.

Rebecca Nolen was hoping for more support from the City Council regarding the Pride Parade.

Scott Denslow expressed his concerns regarding the Master Fee Schedule and non-re-appointment of Ed Miller to the Planning Commission. He also would have liked to see full City Council support of the Pride Parade.

Rosy Straka expressed concern regarding the proposed Master Fee Schedule and noted the Pride Parade was a successful event.

Christine Muller thanked Councilmember Cloven and Tillman for their support of the Pride Parade and encouraged full support of the City Council next year. She also expressed concern regarding the Master Fee Schedule.

Mayor Wan closed public comment.

6. CONSENT CALENDAR

It was moved by Councilmember Cloven, seconded by Councilmember Trupiano, to approve the Consent Calendar items 6(a) – 6(g) as submitted. (Passed 5-0).

- (a) Approved the minutes of the City Council's regular meeting of June 6, 2023. (City Clerk)
- (b) Approved the Financial Demands and Obligations of the City. (Finance Director)
- (c) Adopted Ordinance No. 500 Amending Section 10.20 of the Clayton Municipal Code, Entitled "Speed Limits". (City Engineer)
- (d) Approved Resolution No. 35-2023 Ordering the Levy and Collection of Special Taxes and Setting Forth the Special Tax Amount for Community Facilities District (CFD) 2007-1 (Citywide Landscape Maintenance Tax) on the Fiscal Year 2023/24 Special Tax Roll. (City Manager)
- (e) Approved Resolution No. 36-2023 Ordering the Levy and Collection of Special Taxes and Setting Forth the Special Tax Amount for Community Facilities District (CFD) 2006-1 (Downtown "The Grove" Operation and Maintenance) on the Fiscal Year 2023/24 Special Tax Roll (City Manager)
- (f) Cancellation of August 1, 2023 City Council meeting. (City Manager)
- (g) Approved by Minute Order: 1) Amendment to the Professional Services Agreement with Precision Civil Engineering for Preparation of Pre-Reviewed Accessory Dwelling Unit (ADU) Plans and an ADU Guidebook, to Extend the Term of the Agreement to December 31, 2023 and Increase the Amount Paid for Services to \$65,000; and 2) Appropriation of an Additional \$10,500 in Reimbursable Funds from the Senate Bill 2 Planning Grants Program to the Project. (Community Development Director)

8. REPORTS

- (a) City Manager Bret Prebula indicated "No Report."

9. **PUBLIC HEARINGS**

- (a) Consider Adoption of Resolution No. 37-2023 Updating the City's Annual Sewer Service Charges. (William Tarbox, Director of Public Works, City of Concord)

William Tarbox, Director of Public Works, City of Concord presented the report.

Following discussion by the City Council, Mayor Wan opened the item to public comments, no comments were offered.

It was moved by Councilmember Trupiano, seconded by Mayor Wan, to approve Resolution No. 37-2023 Approving and Imposing Annual Sewer Service Charges on Real Properties Within the City of Clayton Commencing Fiscal Year 2023-24 through Fiscal Year 2026-27. (Passed; 5-0).

10. **ACTION ITEMS**

- (a) Adopted Resolution No. 38-2023 of the Fiscal Year 2023-24 Budget and Appropriations Limit. (City Manager)

City Manager Bret Prebula presented the report.

Following discussion by the City Council, Mayor Wan opened the item to public comments.

Keith Haydon wanted to ensure the budget reflects numbers as if the city has no vacancies and covers full benefits.

Ed Hartley inquired on impacts of future budgets including possible service reduction in Landscape Maintenance, and potential increased revenues.

Terri Denslow requested the City Council not include the \$36,000 supplemental to this years' budget and would like to see more transparency.

James Killoran suggested the City Council to consider a Budget Workshop to define City services and how they are funded.

Scott Denslow expressed concerns regarding revenue projections.

Mayor Wan closed public comment.

It was moved by Mayor Wan, seconded by Councilmember Trupiano, to adopt Resolution No. 38-2023 Adopting the Annual Budget for the City of Clayton for the 2023/24 Fiscal Year Commencing July 1, 2023 and ending June 30, 2024, Adopting the FY 2023/24 Appropriations Limit (Passed; 4-1; Tillman, abstained).

- (b) Adopted Resolution No. 39-2023 to Approve the City of Clayton FY 2023-2027 Capital Improvement Plan and related FY 2023/24 CIP appropriations. (City Engineer)

City Engineer Larry Theis presented the report.

Following discussion by the City Council, Mayor Wan opened the item to public comments, no comments were offered.

It was moved by Vice Mayor Diaz, seconded by Councilmember Tillman, to adopt Resolution No. 39-2023 Adopting the 5-Year Capital Improvement Plan (CIP) for Fiscal Years 2022/23 through 2026/27 and Approval of the Appropriations to Fund the FY 2023/24 Portion of the Plan. (Passed; 5-0).

- (c) Adopted Resolution No. 40-2023 Approving an Addendum to the Terms and Conditions of Employment for Clayton's Miscellaneous Employees and the Employment Agreement with Police Chief Richard McEachin. (City Manager)

City Manager Bret Prebula presented the report.

Following discussion by the City Council, Mayor Wan opened the item to public comments; no comments were offered.

It was moved by Councilmember Cloven, seconded by Vice Mayor Diaz, to adopt Resolution No. 40-2023 Approving Addendum No. 2 to the Terms and Conditions of Employment for the City of Clayton's Undesignated Miscellaneous Employees Effective July 1, 2023 – June 30, 2025 and Approval of the Employment Agreement with Police Chief Richard McEachin. (Passed; 5-0).

11. COUNCIL ITEMS

Councilmember Cloven requested a future agenda item to include a discussion regarding the structural deficit and consider a strategic plan to address the deficit.

Councilmember Trupiano requested a special meeting prior to August 15 to continue the discussion regarding the Master Fee Schedule.

Councilmember Tillman requested a future agenda item to have a conversation with Contra Costa Fire Protection regarding a vegetation management plan.

12. COUNCIL REPORTS

- (a) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Trupiano indicated "No Report."

Vice Mayor Diaz attended the County Connection Administration/Finance Committee meeting, attended the Concerts in The Grove, attended the Clayton Classic Car Show event, attended the County Connection Board meeting, attended the East Bay Regional Communications System meeting.

Councilmember Tillman attended the Anti-Biased Anti-Racist meeting with Mount Diablo Unified School District, met with the City Manager, received a Pride Proclamation from Contra Costa County Board of Supervisors, received the Clayton Pride Community Ally of the Year award, announced the upcoming Juneteenth Celebration at Todos Santos Park in Concord on June 25.

Councilmember Cloven spoke with constituents regarding the Master Fee Schedule, attended a meeting of TRANSPAC, and attended the Concert in The Grove.

Mayor Wan with the Mayor for the Day toured Fire Station 11 and Clayton Police Department, attended an Eagle Scout Court of Honor, and provided proclamations for three scouts, and announced the need for volunteers for the upcoming 4th of July Parade.

Councilmember Tillman announced the upcoming Concerts in The Grove this Saturday.

13. **ADJOURNMENT** - on call by Mayor Wan, the City Council adjourned its meeting at 10:34 p.m.

#

Respectfully submitted,

Janet Calderon, City Clerk

APPROVED BY THE CLAYTON CITY COUNCIL

Jeff Wan, Mayor



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: Jennifer Giantvalley, Accounting Technician
Prapti Aryal, Finance Director**

DATE: July 18, 2023

SUBJECT: Financial Demands and Obligations of the City

RECOMMENDATION:

It is recommended the City Council, by minute action, approve the financial demands and obligations of the City for the purchase of services and goods in the ordinary course of operations.

| Attached Report | Purpose | Amount |
|-----------------------------------|-----------------------|------------------------|
| Obligations paid prior to meeting | Accounts Payable | \$ 682,651.30 |
| Obligations | Accounts Payable | \$ 513,069.84 |
| Payroll Reconciliation Summary | Payroll, Taxes | \$ 86,452.24 |
| Payroll Reconciliation Summary | Payroll, Taxes | \$ 98,293.92 |
| | Total Required | \$ 1,380,467.30 |

Attachments:

1. Obligation report for 7/5/23 (3 pages)
2. Obligation report for 7/18/23 (1 page)
3. Payroll Reconciliation Summary report PPE 6/25/23 (2 pages)
4. Payroll Reconciliation Summary report PPE 7/9/23 (2 pages)

City of Clayton
Obligations for 7/5/23

| Vendor name | Invoice date | Invoice number | Invoice description | Amount |
|--|--------------|----------------|--|-------------|
| Advanced Elevator Solutions, Inc | 06/30/2023 | 53553 | Elevator service June 2023 | \$132.00 |
| All City Management Services, Inc. | 06/13/2023 | 86263 | School crossing guard svcs 5/28/23-6/10/23 | \$1,052.64 |
| All-Guard Systems, Inc. | 07/01/2023 | A412108 | CH Annual alarm monitoring FY 2024 | \$690.72 |
| All-Guard Systems, Inc. | 07/01/2023 | A412105 | Library Annual alarm monitoring FY 2024 | \$1,047.60 |
| Apex Technology Management | 07/01/2023 | TS1357191 | IT Service July 2023 | \$2,645.50 |
| Apex Technology Management | 06/22/2023 | APXQ30783 | Monitors | \$622.24 |
| Apex Technology Management | 06/22/2023 | APXQ30769 | Laptops, equipment | \$4,422.81 |
| AT&T | 06/07/2023 | 4927699706 | Hoyer Hall Internet 6/7/23-7/6/23 | \$190.97 |
| AT&T (CalNet3) | 06/22/2023 | 20125841 | Phones 5/22/23-6/21/23 | \$1,213.26 |
| Jeffrey M Brown | 06/15/2023 | 072623 | Classic car show/DJ 7/26/23 | \$300.00 |
| Jeffrey M Brown | 06/15/2023 | 071223 | Classic car show/DJ 7/12/23 | \$300.00 |
| Jeffrey M Brown | 06/15/2023 | 62823 | Classic car show/DJ 6/28/23 | \$300.00 |
| CALPELRA | 07/01/2023 | 1114-17,2023 | CALPELRA conference and membership | \$1,135.00 |
| CalPERS Health | 06/14/2023 | 17202144 | Medical July 2023 | \$37,915.84 |
| Caltronics Business Systems | 06/19/2023 | 3804611 | Copier usage 5/19/23-6/18/23 | \$138.73 |
| Caltronics Business Systems | 06/16/2023 | 3803004 | Copier usage 5/18/23-6/17/23 | \$182.39 |
| Capital One Trade Credit (For OSH) | 06/25/2023 | 1649740170 | Supplies | \$327.53 |
| Cintas (First Aid) | 06/30/2023 | 8406327060 | Restock first aid cabinet | \$7.63 |
| Cintas Corporation | 06/30/2023 | 8406310634 | PW uniforms June 2023 | \$344.40 |
| City of Concord | 07/01/2023 | 96425 | Dispatch svcs July 2023 | \$26,267.95 |
| Contra Costa County - Office of the Sheriff | 06/08/2023 | CLPD-2305 | Toxicology May 2023 | \$900.00 |
| Contra Costa County Auditor-Controller (LAFCO) | 06/01/2023 | 2324-0003 | LAFCO net cost FY 2024 | \$1,000.76 |
| Contra Costa County Mayors' Conference | 04/10/2023 | MC23 | Annual assessment for Mayors Conference 2023 | \$567.00 |
| Contra Costa County Police Chiefs' Assoc. | 07/06/2023 | 072623 | Chiefs' Workshop 7/26/23 | \$115.00 |
| Contra Costa County Public Works Dept | 06/13/2023 | 705979 | Traffic signal maintenance April 2023 | \$3,232.41 |
| Contra Costa Powersports | 06/23/2023 | 10556 | 2023 Zero DSR-P | \$26,211.27 |
| Contra Costa Water District | 06/07/2023 | 060723 | Water 4/5/23-6/7/23 | \$19,747.44 |
| CR Fireline, Inc | 06/05/2023 | 123786 | Library fire sprinkler inspection | \$475.00 |
| CR Fireline, Inc | 06/05/2023 | 123785 | CH fire sprinkler inspection | \$475.00 |
| CR Fireline, Inc | 06/05/2023 | 123784 | EH fire sprinkler inspection | \$475.00 |
| Creative Supports, Inc | 05/24/2023 | 31003 | Desk chair | \$660.98 |
| Creative Supports, Inc | 05/24/2023 | 31002 | Desk chair | \$660.98 |
| Creative Supports, Inc | 05/24/2023 | 31001 | Desk chair | \$660.98 |
| Creative Supports, Inc | 05/24/2023 | 31000 | Desk chair | \$660.98 |
| De Lage Landen Financial Services, Inc. | 07/01/2023 | 80166519 | Copier lease July 2023 | \$1,004.49 |
| Diablo Digital Printing-Robert Young | 06/20/2023 | 2306026 | Concerts in The Grove Banner | \$120.18 |
| Diablo Lawnscape | 06/28/2023 | 3043 | Work @ The Grove Park | \$3,000.00 |
| Diablo View Construction, Inc | 06/28/2023 | 1570 | Remove interior window and install barn door @ City Hall | \$5,500.00 |
| Jim Diaz | 06/26/2023 | 62623 | Concerts supplies | \$91.53 |

City of Clayton
Obligations for 7/5/23

| | | | | |
|------------------------------------|------------|---------------------|--|--------------|
| Dillon Electric Inc | 06/26/2023 | 4880 | Street light repairs 6/20/23 | \$394.00 |
| Dillon Electric Inc | 06/26/2023 | 4876 | Service call for Library | \$310.00 |
| Freedom Alarm, Inc | 06/21/2023 | 2827 | Security cameras | \$7,818.56 |
| Hamilton Tree Service, Inc | 04/27/2023 | 52620 | Emergency tree work @ Oakhurst/Camino Estrada | \$4,450.00 |
| Hammons Supply Company | 06/29/2023 | 123347 | Janitorial supplies June 2023 | \$73.42 |
| Hammons Supply Company | 06/29/2023 | 123346 | Janitorial supplies June 2023 | \$694.46 |
| Hammons Supply Company | 06/29/2023 | 123345 | Janitorial supplies June 2023 | \$483.16 |
| Hammons Supply Company | 06/29/2023 | 123344 | Janitorial supplies June 2023 | \$454.66 |
| HdL Software, LLC | 07/01/2023 | SIN029232 | Business license software FY 2024 | \$4,438.59 |
| Health Care Dental Trust | 06/14/2023 | 334138 | Dental July 2023 | \$1,803.72 |
| Hinderliter de Llamas & Associates | 06/20/2023 | SIN028911 | Sales Tax Q4 FY23 | \$1,057.36 |
| Torrey Jarvis | 06/22/2023 | 6/5-6/9,6/12-16 | Mileage reimbursement for training | \$237.29 |
| LarryLogic Productions | 06/22/2023 | 2127 | City council meeting production 6/20/23 | \$680.00 |
| LarryLogic Productions | 06/13/2023 | 2125 | Planning Commission meeting production 6/13/23 | \$160.00 |
| LSA Associates Inc | 06/08/2023 | 188507 | Consultant svcs May 2023 | \$1,601.25 |
| Martell Water Systems, Inc. | 06/16/2023 | 31130 | Pressure tank, install | \$1,923.25 |
| Moore Iacofano Golstman, Inc | 06/22/2023 | 81536 | Housing Element svcs May 2023 | \$1,991.25 |
| MPA | 07/01/2023 | INV003243 | Insurance FY 2024 | \$374,435.00 |
| MSR Mechanical, LLC | 06/13/2023 | SVC008457 | CH HVAC service call 5/30/23 | \$875.00 |
| Municipal Resource Group LLC | 06/21/2023 | 03-23-486 | Organizational Assessment 22283-CLT through May 2023 | \$1,518.75 |
| NBS Govt. Finance Group | 07/01/2023 | 202306-2141 | CFD Admin Q1 FY 24 | \$5,305.58 |
| PG&E | 06/26/2023 | 7293447797-6 062623 | Energy 5/16/23-6/14/23 | \$31,356.04 |
| PG&E | 06/22/2023 | 2572177359-3 062223 | Energy (Gas) 5/21/23-6/21/23 | \$86.75 |
| Pond M Solutions | 06/01/2023 | 7427 | Fountain maintenance June 2023 | \$650.00 |
| Precision Civil Engineering (PCE) | 06/12/2023 | 28237 | 21-359 Pre-approved ADU Plans | \$797.50 |
| Precision Civil Engineering (PCE) | 06/12/2023 | 28236 | 21-359.1 ADU Ordinance | \$38.50 |
| R3 Consulting Group, Inc | 05/02/2023 | 122649 | Republic negotiation svcs April 2023 | \$3,070.00 |
| R3 Consulting Group, Inc | 04/03/2023 | 122604 | Republic negotiation svcs April 2023 | \$6,270.00 |
| R3 Consulting Group, Inc | 03/02/2023 | 122512 | Republic negotiation svcs February 2023 | \$10,465.00 |
| R3 Consulting Group, Inc | 02/02/2023 | 122494 | Republic negotiation svcs January 2023 | \$10,841.25 |
| Rex Lock & Safe, Inc. | 07/05/2023 | 135989 | Keys | \$412.66 |
| Rex Lock & Safe, Inc. | 06/22/2023 | 136736 | Rekey Sgt office, prox keys for building | \$627.47 |
| Rex Lock & Safe, Inc. | 06/22/2023 | 136735 | Electronic building entry system | \$14,924.44 |
| RoadSafe Traffic Systems, Inc | 06/30/2023 | 177487 | Handicapped decals | \$15.36 |
| RoadSafe Traffic Systems, Inc | 06/26/2023 | 176863 | Prop 68 signs | \$493.88 |
| RoadSafe Traffic Systems, Inc | 06/02/2023 | 175326 | Street signs | \$161.33 |
| RoadSafe Traffic Systems, Inc | 06/02/2023 | 175309 | Signs | \$233.22 |
| RoadSafe Traffic Systems, Inc | 06/02/2023 | 175308 | Street signs | \$532.29 |
| RoadSafe Traffic Systems, Inc | 04/24/2023 | 170435 | No parking signs | \$43.79 |
| RoadSafe Traffic Systems, Inc | 01/13/2023 | 37820 | Safety vests, rain gear | \$597.15 |

City of Clayton
Obligations for 7/5/23

| | | | | |
|--------------------------------|------------|-------------------|--|---------------------|
| RoadSafe Traffic Systems, Inc | 01/09/2023 | 37668 | Sandbags | \$1,141.40 |
| Coleen Royal | 06/21/2023 | 2129 | Concerts - Banner 12X3' | \$225.00 |
| Rural Pig Management, Inc | 07/02/2023 | CC070223 | Pig control July 2023 | \$3,000.00 |
| Rural Pig Management, Inc | 06/04/2023 | CC060423 | Pig control June 2023 | \$3,000.00 |
| Rural Pig Management, Inc | 04/03/2023 | CC040323 | Pig control April 2023 | \$3,000.00 |
| Katherine Sah | 06/16/2023 | 080523 | Refund for CCP reservation (cancelled) | \$564.00 |
| SCA of CA, LLC | 06/30/2023 | 106305CS | Street sweeping June 2023 | \$4,500.00 |
| Site One Landscape Supply, LLC | 06/16/2023 | 131424231-001 | Landscape supplies | \$229.93 |
| Site One Landscape Supply, LLC | 06/12/2023 | 131214754-001 | Irrigation supplies | \$45.28 |
| Site One Landscape Supply, LLC | 06/06/2023 | 130949706-001 | Landscape supplies | \$155.74 |
| SPACA, Inc | 05/31/2023 | 6767 | Security for Concerts | \$688.00 |
| Stericycle Inc | 07/01/2023 | 3006519193 | Medical waste disposal | \$75.28 |
| Stericycle, Inc | 06/18/2023 | 8004136732 | Regular service | \$365.47 |
| Swenson's Mobile Fleet Repair | 06/15/2023 | I006716 | PW Vehicle repair 2005 Chevy van | \$552.61 |
| T Mobile | 06/01/2023 | 981497076 5/23 | PD cell phones May 2023 | \$530.80 |
| Texas Life Insurance Company | 06/14/2023 | SM0F1B20230613001 | Supplemental insurance | \$42.25 |
| US Bank (CalCard) | 05/22/2023 | Stmt end 5/22/23 | CalCard Stmt end 5/22/23 | \$8,482.96 |
| US Bank (CM 9690) | 06/23/2023 | 6863528 | Redevelopment bond fiscal agent fee | \$2,398.00 |
| Vision Service Plan (CA) | 06/18/2023 | 818175381 | Vision July 2023 | \$159.96 |
| Western Exterminator | 06/30/2023 | 275421C | Pest control June 2023 | \$520.50 |
| Workers.com | 06/30/2023 | 136397 | Seasonal workers week end 6/23/23 | \$4,949.92 |
| Workers.com | 06/23/2023 | 136352 | Seasonal workers week end 6/18/23 | \$4,206.62 |
| Workers.com | 06/16/2023 | 136308 | Seasonal workers week end 6/11/23 | \$4,596.13 |
| Workers.com | 04/14/2023 | 135922 | Seasonal workers week end 4/9/23 | \$2,103.31 |
| Total | | | | \$682,651.30 |

City of Clayton
Obligations for 7/18/23

| Vendor name | Invoice date | Invoice number | Invoice description | Amount |
|--|--------------|-----------------|---|---------------------|
| Check Payments | | | | |
| Ace Sierra Tow | 06/10/2023 | 60545 | PD vehicle tire change | \$55.00 |
| Best Best & Kreiger LLP | 06/30/2023 | 969424-969427 | Legal svcs June 2023 | \$10,906.90 |
| Clayton Valley/Concord Sunrise Rotary Club | 07/12/2023 | 070423 | Deposit refund | \$500.00 |
| Comcast Business | 07/05/2023 | 070523 | Internet 7/10/23-8/9/23 | \$6.31 |
| Geoconsultants, Inc. | 06/30/2023 | 19496 | Well monitoring June 2023 | \$1,546.50 |
| Kelly Scholes | 07/12/2023 | 062623 | Deposit refund | \$500.00 |
| Kent Reynolds | 07/01/2023 | 070123 | Deposit refund | \$500.00 |
| Precision Civil Engineering (PCE) | 07/10/2023 | 28377 | 21-359 Pre-approved ADU Plans | \$8,291.25 |
| Prestige Printing & Graphics | 06/30/2023 | 86283 | Business cards | \$96.13 |
| Staples Business Credit | 06/25/2023 | 1649573984 | Office supplies | \$94.64 |
| Sterling Infosystems, Inc | 06/30/2023 | 9471840 | New employee record search June 2023 | \$199.28 |
| T Mobile | 06/23/2023 | 981497076 6/23 | PD cell phones June 2023 | \$530.80 |
| Theis Engineering & Associates | 06/30/2023 | CLA2306A-H | Engineering Svcs June 2023 | \$28,753.94 |
| ACH Payments | | | | |
| American Fidelity Assurance Company | 04/30/2023 | 2226189B | FSA PPE 4/30/23 | \$30.00 |
| American Fidelity Assurance Company | 05/14/2023 | 2226190A | FSA PPE 5/14/23 | \$30.00 |
| American Fidelity Assurance Company | 05/28/2023 | 2226191A | FSA PPE 5/28/23 | \$30.00 |
| American Fidelity Assurance Company | 06/11/2023 | 2226192B | FSA PPE 6/11/23 | \$60.00 |
| American Fidelity Assurance Company | 06/25/2023 | 2226193B | FSA PPE 6/25/23 | \$30.00 |
| American Fidelity Assurance Company | 06/30/2023 | D597818 | Supplemental Insurance June 2023 | \$566.84 |
| Authorize.net | 06/30/2023 | June2023 | Online bankcard gateway fee June 2023 | \$36.95 |
| CalPERS Retirement | 06/25/2023 | 062523 | Retirement PPE 6/25/23 | \$18,380.62 |
| CalPERS Retirement | 07/09/2023 | 070923 | Retirement PPE 7/9/23 | \$21,845.37 |
| CalPERS Retirement | 06/30/2023 | 100000017209468 | 1959 Survivor Benefit FY 23 Rate plan 9225 | \$105.60 |
| CalPERS Retirement | 06/30/2023 | 100000017210028 | 1959 Survivor Benefit FY 23 Rate plan 25543 | \$199.20 |
| CalPERS Retirement | 07/01/2023 | 100000017215444 | UAL FY 2024 | \$174,133.00 |
| CalPERS Retirement | 07/01/2023 | 100000017215453 | UAL FY 2024 | \$242,430.00 |
| Mission Square Retirement | 06/25/2023 | 062523 | 457 Plan contributions PPE 6/25/23 | \$409.62 |
| Mission Square Retirement | 07/09/2023 | 070923 | 457 Plan contributions PPE 7/9/23 | \$501.92 |
| Nationwide | 06/25/2023 | 062523 | 457 Plan contribution PPE 6/25/23 | \$750.00 |
| Nationwide | 07/09/2023 | 070923 | 457 Plan contribution PPE 7/9/23 | \$750.00 |
| Neopost (add postage) | 06/27/2023 | 062723 | Postage added 6/27/23 | \$300.00 |
| Paylocity Corporation | 06/20/2023 | INV1447324 | Payroll fees June 2023 | \$499.97 |
| Total | | | | \$513,069.84 |

Payroll Summary

City of Clayton

Check Date: 06/30/2023

Process: 2023063001

Pay Period: 06/12/2023 to 06/25/2023

Page 1 of 2

Payroll Totals

| Payroll Checks | Check Type | Count | Net Check | Dir Dep Amount | Net Amount | |
|----------------|---------------|-----------|-------------|------------------|------------------|--------------------|
| | Regular | 25 | 0.00 | 68,074.47 | 68,074.47 | |
| | Totals | 25 | 0.00 | 68,074.47 | 68,074.47 | → 68,074.47 |

| Payroll Checks | Check Type | Agency Type | Count | Net Check | Dir Dep Amount | Net Amount | |
|----------------|---------------|-------------|----------|-------------|----------------|---------------|-----------------|
| | Agency | EFSDU | 1 | 0.00 | 358.15 | 358.15 | |
| | Agency | Regular | 1 | 0.00 | 603.50 | 603.50 | |
| | Totals | | 2 | 0.00 | 961.65 | 961.65 | → 961.65 |

| | | | | | | | |
|--|------------------------------------|--|--|-------------|------------------|------------------|--------------------|
| | Total Net Payroll Liability | | | 0.00 | 69,036.12 | 69,036.12 | → 69,036.12 |
|--|------------------------------------|--|--|-------------|------------------|------------------|--------------------|

Tax Liability

| CA and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|----------------------|--------|------|-------------|-----------|-----------|-----------------|-------------|-------------------|
| CA SDI - Employee | EXEMPT | | Semi-Weekly | 94,213.60 | 94,213.60 | | | |
| California SITW | | | Semi-Weekly | 93,053.98 | 93,053.98 | 4,191.72 | | |
| Totals | | | | | | 4,191.72 | 0.00 | → 4,191.72 |

| CASUI and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|-------------------------|--------|----------|-----------|-----------|-----------|-------------|-------------|---------------|
| CA Edu & Training | | 0.001000 | Quarterly | 94,213.60 | | | | |
| California SUI | | 0.020000 | Quarterly | 94,213.60 | | | | |
| Totals | | | | | | 0.00 | 0.00 | → 0.00 |

| FITW and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|------------------------|--------|------|-------------|-----------|-----------|------------------|-----------------|--------------------|
| Federal Income Tax | | | Semi-Weekly | 93,053.98 | 93,053.98 | 10,492.23 | | |
| Medicare | | | Semi-Weekly | 94,213.60 | 94,213.60 | 1,366.07 | | |
| Medicare - Employer | | | Semi-Weekly | 94,213.60 | 94,213.60 | | 1,366.10 | |
| Totals | | | | | | 11,858.30 | 1,366.10 | → 13,224.40 |

| | | | | | | | | |
|--|----------------------------|--|--|--|--|------------------|-----------------|--------------------|
| | Total Tax Liability | | | | | 16,050.02 | 1,366.10 | → 17,416.12 |
|--|----------------------------|--|--|--|--|------------------|-----------------|--------------------|

| | | | | | | | | |
|--|--------------------------------|--|--|--|--|------------------|--|--------------------|
| | Total Payroll Liability | | | | | 86,452.24 | | → 86,452.24 |
|--|--------------------------------|--|--|--|--|------------------|--|--------------------|

Transfers

| Type | Date | Source Account | Amount | |
|-------------------------|-----------|----------------|------------------|--------------------|
| Dir Dep | 6/29/2023 | | 68,074.47 | |
| Tax | 6/29/2023 | | 17,416.12 | |
| Trust Agency | 6/29/2023 | | 961.65 | |
| Totals Transfers | | | 86,452.24 | → 86,452.24 |



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 6/26/2023 at 6:22 PM

Payroll Summary

City of Clayton

Check Date: 06/30/2023

Process: 2023063001

Pay Period: 06/12/2023 to 06/25/2023

Page 2 of 2

Tax Deposits

| Required Tax Deposits | Tax | Due On | Amount |
|------------------------------------|---------------------------|----------|------------------|
| (Deposit made by Service Bureau) | California SITW | 7/6/2023 | 4,191.72 |
| (Deposit made by Service Bureau) | Federal Income Tax | 7/6/2023 | 13,224.40 |
| | Total Tax Deposits | | 17,416.12 |



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 6/26/2023 at 6:22 PM

Payroll Summary

City of Clayton

Check Date: 07/14/2023

Process: 2023071401

Pay Period: 06/26/2023 to 07/09/2023

Page 1 of 2

Payroll Totals

| Payroll Checks | Check Type | Count | Net Check | Dir Dep Amount | Net Amount | |
|----------------|---------------|-----------|-------------|------------------|------------------|--------------------|
| | Regular | 36 | 0.00 | 75,349.39 | 75,349.39 | |
| | Totals | 36 | 0.00 | 75,349.39 | 75,349.39 | → 75,349.39 |

| Payroll Checks | Check Type | Agency Type | Count | Net Check | Dir Dep Amount | Net Amount | |
|----------------|---------------|-------------|----------|-------------|-----------------|-----------------|-------------------|
| | Agency | EFSDU | 1 | 0.00 | 413.56 | 413.56 | |
| | Agency | Regular | 1 | 0.00 | 603.50 | 603.50 | |
| | Totals | | 2 | 0.00 | 1,017.06 | 1,017.06 | → 1,017.06 |

| | | | | | | | |
|--|------------------------------------|--|--|-------------|------------------|------------------|--------------------|
| | Total Net Payroll Liability | | | 0.00 | 76,366.45 | 76,366.45 | → 76,366.45 |
|--|------------------------------------|--|--|-------------|------------------|------------------|--------------------|

Tax Liability

| CA and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|----------------------|--------|------|-------------|------------|------------|-----------------|-------------|-------------------|
| CA SDI - Employee | EXEMPT | | Semi-Weekly | 107,030.24 | 107,030.24 | | | |
| California SITW | | | Semi-Weekly | 105,778.32 | 105,778.32 | 5,426.28 | | |
| Totals | | | | | | 5,426.28 | 0.00 | → 5,426.28 |

| CASUI and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|-------------------------|--------|----------|-----------|------------|-----------|-------------|--------------|----------------|
| CA Edu & Training | | 0.001000 | Quarterly | 107,030.24 | 4,733.08 | | 4.73 | |
| California SUI | | 0.020000 | Quarterly | 107,030.24 | 4,733.08 | | 94.66 | |
| Totals | | | | | | 0.00 | 99.39 | → 99.39 |

| FITW and Related Taxes | Tax Id | Rate | Frequency | Wage | Cap Wages | EE Amount | ER Amount | |
|------------------------|--------|------|-------------|------------|------------|------------------|-----------------|--------------------|
| Federal Income Tax | | | Semi-Weekly | 105,778.32 | 105,778.32 | 12,932.05 | | |
| Medicare | | | Semi-Weekly | 107,030.24 | 107,030.24 | 1,552.01 | | |
| Medicare - Employer | | | Semi-Weekly | 107,030.24 | 107,030.24 | | 1,551.94 | |
| OASDI | | | Semi-Weekly | 2,950.00 | 2,950.00 | 182.90 | | |
| OASDI - Employer | | | Semi-Weekly | 2,950.00 | 2,950.00 | | 182.90 | |
| Totals | | | | | | 14,666.96 | 1,734.84 | → 16,401.80 |

| | | | | | | | | |
|--|----------------------------|--|--|--|--|------------------|-----------------|--------------------|
| | Total Tax Liability | | | | | 20,093.24 | 1,834.23 | → 21,927.47 |
|--|----------------------------|--|--|--|--|------------------|-----------------|--------------------|

| | | | | | | | | |
|--|--------------------------------|--|--|--|--|------------------|--|--------------------|
| | Total Payroll Liability | | | | | 98,293.92 | | → 98,293.92 |
|--|--------------------------------|--|--|--|--|------------------|--|--------------------|

Transfers

| Type | Date | Source Account | Amount |
|--------------|-----------|----------------|-----------|
| Dir Dep | 7/13/2023 | | 75,349.39 |
| Tax | 7/13/2023 | | 21,927.47 |
| Trust Agency | 7/13/2023 | | 1,017.06 |



Paylocity Corporation
(888) 873-8205

User: JGiantvalley

Run on 7/11/2023 at 4:13 PM

Payroll Summary

City of Clayton

Check Date: 07/14/2023

Process: 2023071401

Pay Period: 06/26/2023 to 07/09/2023

Page 2 of 2

Totals Transfers

98,293.92 → 98,293.92

Tax Deposits

| Required Tax Deposits | Tax | Due On | Amount |
|------------------------------------|--------------------|------------|-----------|
| (Deposit made by Service Bureau) | California SITW | 7/19/2023 | 5,426.28 |
| (Deposit made by Service Bureau) | Federal Income Tax | 7/19/2023 | 16,401.80 |
| (Deposit made by Service Bureau) | California SUI | 10/31/2023 | 99.39 |
| Total Tax Deposits | | | 21,927.47 |





STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Amy Walcker, Exec. Assistant to City Manager/HR Manager

DATE: July 18, 2023

SUBJECT: A Resolution of the City Council of the City of Clayton Adopting the City of Clayton's Salary Schedule Effective July 1, 2023 in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule.

RECOMMENDATION

Approve a Resolution (Attachment 1) adopting the City of Clayton's Salary Schedule (Attachment 2) Effective July 1, 2023 in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule.

BACKGROUND

To confirm that CalPERS will appropriately consider the City of Clayton's employee compensation earnable when calculating retirement benefits, the City of Clayton's Salary Schedule is required to be formally adopted by the City Council in a public meeting. Further documents including pay rate and any special compensation must be made publicly available.

DISCUSSION

Staff is requesting that City Council formally adopt the entire City Employee Salary Schedule for FY2023/24. While City Council has approved all of the underlying agreements and contracts supporting those salary schedule amounts, state law requires that the City Council at least annually approve the full salary schedule and that the City make it available publicly. The Salary Schedule is already posted on the City's website and available upon request if needed.

FISCAL IMPACT

There are no new fiscal impacts associated with adoption of the Salary Schedule as the budget already funds those costs.

Attachments

- Attachment 1: Resolution Approving Salary Schedule
- Attachment 2: FY2023/24 City Employee Salary Schedule

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
ADOPTING THE CITY OF CLAYTON'S SALARY SCHEDULE EFFECTIVE
JULY 1, 2023 IN CONFORMANCE WITH CALPERS REQUIREMENTS TO
PROVIDE A PUBLICLY AVAILABLE SALARY SCHEDULE**

WHEREAS, the California Public Employees Retirement System (CalPERS) regulations require member agencies formally adopt a publicly available pay schedule under Government Code Section 20636(b)(1) and California Code of Regulations (CCR) Section 570.5;

WHEREAS, the City Council of the City of Clayton has the authority to implement these requirements;

WHEREAS, the information contained in the salary schedule effective as of July 1, 2023 for FY2023/24 reflects approved employee contracts, memoranda of understanding with the City's labor group and various City resolutions governing compensation;

WHEREAS, the cost of the salaries reflected in the salary schedule effective July 1, 2023 is accounted for in the FY2023/24 Budget; and

WHEREAS, CalPERS regulations require all of this information be included in one document.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton hereby adopts the salary schedule effective July 1, 2023 for FY2023/24 as shown in Exhibit A.

ADOPTED ON July 18, 2023 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST

Janet Calderon, City Clerk



City of Clayton Salary Schedule FY 2023-2024

| CITY OF CLAYTON <small>Established 1971 • Incorporated 1974</small> | | | | | | | | | |
|--|---------------------------------|----------------------|----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Administration | | | | | A | B | C | D | E |
| City Manager | City Manager | Effective 5/15/23 | Monthly | | | | | | \$19,000.00 |
| | | | Hourly | | | | | | \$109.62 |
| | | | Annually | | | | | | \$228,000.00 |
| Assistant to the City Manager/ HR Manager | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$8,124.90 | \$8,552.25 | \$9,002.70 | \$9,476.25 | \$9,975.00 | |
| | | | Hourly | \$46.87 | \$49.34 | \$51.94 | \$54.67 | \$57.55 | |
| | | | Annually | \$97,498.80 | \$102,627.00 | \$108,032.40 | \$113,715.00 | \$119,700.00 | |
| City Clerk | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$6,768.73 | \$7,107.17 | \$7,462.52 | \$7,835.65 | \$8,227.43 | |
| | | | Hourly | \$39.05 | \$41.00 | \$43.05 | \$45.21 | \$47.47 | |
| | | | Annually | \$81,224.75 | \$85,285.99 | \$89,550.29 | \$94,027.81 | \$98,729.20 | |
| | | | | | | | | | |
| Finance | | | | | A | B | C | D | E |
| Finance Director | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$11,046.00 | \$11,627.70 | \$12,239.85 | \$12,883.50 | \$13,561.80 | |
| | | | Hourly | \$63.73 | \$67.08 | \$70.61 | \$74.33 | \$78.24 | |
| | | | Annually | \$132,552.00 | \$139,532.40 | \$146,878.20 | \$154,602.00 | \$162,741.60 | |
| Accounting Technician | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$5,303.89 | \$5,569.08 | \$5,847.54 | \$6,139.92 | \$6,446.91 | |
| | | | Hourly | \$30.60 | \$32.13 | \$33.74 | \$35.42 | \$37.19 | |
| | | | Annually | \$63,646.68 | \$66,829.01 | \$70,170.46 | \$73,678.99 | \$77,362.93 | |
| Office Assistant/Code Officer | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$4,415.88 | \$4,636.68 | \$4,868.51 | \$5,111.94 | \$5,367.53 | |
| | | | Hourly | \$25.48 | \$26.75 | \$28.09 | \$29.49 | \$30.97 | |
| | | | Annually | \$52,990.60 | \$55,640.13 | \$58,422.13 | \$61,343.24 | \$64,410.40 | |
| | | | | | | | | | |
| Maintenance | | | | | A | B | C | D | E |
| Maintenance Supervisor | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$6,451.05 | \$6,773.61 | \$7,112.29 | \$7,467.90 | \$7,841.30 | |
| | | | Hourly | \$37.22 | \$39.08 | \$41.03 | \$43.08 | \$45.24 | |
| | | | Annually | \$77,412.64 | \$81,283.27 | \$85,347.44 | \$89,614.81 | \$94,095.55 | |
| Maintenance Senior | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$5,322.47 | \$5,588.59 | \$5,868.02 | \$6,161.42 | \$6,469.49 | |
| | | | Hourly | \$30.71 | \$32.24 | \$33.85 | \$35.55 | \$37.32 | |
| | | | Annually | \$63,869.61 | \$67,063.09 | \$70,416.24 | \$73,937.06 | \$77,633.91 | |
| Maintenance Worker I | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$4,405.67 | \$4,625.95 | \$4,857.25 | \$5,100.11 | \$5,355.11 | |
| | | | Hourly | \$25.42 | \$26.69 | \$28.02 | \$29.42 | \$30.89 | |
| | | | Annually | \$52,867.98 | \$55,511.38 | \$58,286.95 | \$61,201.30 | \$64,261.37 | |
| Maintenance Worker II | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$4,858.03 | \$5,100.93 | \$5,355.98 | \$5,623.78 | \$5,904.96 | |
| | | | Hourly | \$28.03 | \$29.43 | \$30.90 | \$32.44 | \$34.07 | |
| | | | Annually | \$58,296.34 | \$61,211.16 | \$64,271.72 | \$67,485.31 | \$70,859.57 | |
| | | | | | | | | | |
| Planning | | | | | A | B | C | D | E |
| Community Development Director | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$11,046.00 | \$11,627.70 | \$12,239.85 | \$12,883.50 | \$13,561.80 | |
| | | | Hourly | \$63.73 | \$67.08 | \$70.61 | \$74.33 | \$78.24 | |
| | | | Annually | \$132,552.00 | \$139,532.40 | \$146,878.20 | \$154,602.00 | \$162,741.60 | |
| Assistant Planner | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$6,629.51 | \$6,960.98 | \$7,309.03 | \$7,674.49 | \$8,058.21 | |
| | | | Hourly | \$38.25 | \$40.16 | \$42.17 | \$44.28 | \$46.49 | |
| | | | Annually | \$79,554.08 | \$83,531.76 | \$87,708.36 | \$92,093.83 | \$96,698.53 | |
| | | | | | | | | | |
| Police | | | | | A | B | C | D | E |
| Chief of Police | Police Chief | Effective 7/1/23 | Monthly | \$11,294.40 | \$11,888.24 | \$12,514.32 | \$13,172.64 | \$13,866.32 | |
| | | | Hourly | \$65.16 | \$68.59 | \$72.20 | \$76.00 | \$80.00 | |
| | | | Annually | \$135,532.80 | \$142,658.88 | \$150,171.84 | \$158,071.68 | \$166,395.84 | |
| Police Administrative Clerk | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$4,415.88 | \$4,636.68 | \$4,868.51 | \$5,111.94 | \$5,367.53 | |
| | | | Hourly | \$25.48 | \$26.75 | \$28.09 | \$29.49 | \$30.97 | |
| | | | Annually | \$52,990.60 | \$55,640.13 | \$58,422.13 | \$61,343.24 | \$64,410.40 | |
| Police Office Coordinator | Miscellaneous City Employee | Effective 7/1/23 | Monthly | \$4,989.93 | \$5,239.43 | \$5,501.40 | \$5,776.47 | \$6,065.29 | |
| | | | Hourly | \$28.79 | \$30.23 | \$31.74 | \$33.33 | \$34.99 | |
| | | | Annually | \$59,879.15 | \$62,873.11 | \$66,016.76 | \$69,317.60 | \$72,783.48 | |
| Police Officers | Police Officers' Association | Effective 7/1/23 | Monthly | \$6,663.17 | \$6,996.33 | \$7,346.15 | \$7,713.46 | \$8,099.13 | |
| | | | Hourly | \$38.44 | \$40.36 | \$42.38 | \$44.50 | \$46.73 | |
| | | | Annually | \$79,958.08 | \$83,955.99 | \$88,153.78 | \$92,561.47 | \$97,189.55 | |
| Police Sergeant | Police Officers' Association | Effective 7/1/23 | Monthly | \$7,829.00 | \$8,220.45 | \$8,631.47 | \$9,063.05 | \$9,516.20 | |
| | | | Hourly | \$45.17 | \$47.43 | \$49.80 | \$52.29 | \$54.90 | |
| | | | Annually | \$93,948.00 | \$98,645.40 | \$103,577.67 | \$108,756.55 | \$114,194.38 | |



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dana Ayers, AICP, Community Development Director

DATE: July 18, 2023

SUBJECT: Adoption of a Resolution Accepting the Clayton Community Park Play Structure Replacement Project (Capital Improvement Project No. 10454) Performed by Specified Equipment Company (SPEC) as Complete, Approving the Notice of Completion, Directing the City Clerk to Record Same with the County Recorder, and Authorizing the Payment of All Retained Funds to SPEC 35 Days After Recording the Notice of Completion

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution accepting the Clayton Community Park Play Structure Replacement Project (Capital Improvement Project [CIP] No. 10454) performed by SPEC as complete, approving the attached Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to SPEC 35 days after recording the Notice of Completion.

BACKGROUND

On September 15, 2020, the City Council adopted Resolution No. 45-2020 authorizing the City Manager to file an application and to execute the grant agreement and other documents necessary to secure Proposition 68 Per Capita Grant Program funds in the amount of \$185,074. The Per Capita grant funding program is one of the programs that originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by California voters on June 5, 2018. Under the Per Capita Program (Public Resources Code Section 80061), grant funds are made available to local governments on a per capita basis. Grant recipients are encouraged to use funds to rehabilitate existing recreational infrastructure and address deficiencies in neighborhoods lacking access to the outdoors. Projects must be completed by June 2024.

On December 15, 2020, the City Council provided direction to staff to apply the Per Capita Program funds to replacement of the School-Age (6-12 years) Play Structure at Clayton Community Park. The School-Age Play Structure at Clayton Community Park was nearing 20 years old, had reached the end of its usable lifespan, was damaged and showing wear, and was in need of replacement. The Toddler (2-5 years) Play Structure was in somewhat better condition but was approaching the end of its useful life, as well.

On March 1, 2022, the City Council adopted Resolution No. 17-2022 identifying the replacement of both the School-Age and Toddler Play Structures for pursuit of funding through the Per Capita Program. The Council also established a CIP for the replacement, in the amount of \$378,074, which included a \$63,000 contingency for unexpected cost adjustments or additional requirements such as signage. The additional funds above the grant amount included the City's required 20 percent match, and sources of the additional funds included a \$20,000 donation from the Concord Sunrise Rotary Club and an anticipated \$173,000 in developer impact fees from new development occurring in the City.

On August 2, 2022, the City Council adopted Resolution No. 61-2022 approving a contract with SPEC for CIP No. 10454 consisting of replacement of both the School-Age and Toddler play structures at Clayton Community Park.

DISCUSSION

SPEC commenced construction of the Clayton Community Park Playground Replacement Project (CIP No. 10454) in late March 2023. Construction continued through April and was completed and fully inspected and cleared by use by a County Building Inspector and a Certified Playground Inspector by the end of May. City Maintenance Supervisor also inspected the work and found the work to be acceptable. Staff is recommending that the City Council accept the Clayton Community Park Playground Replacement Project as complete and order the filing of the Notice of Completion.

FISCAL IMPACTS

The approved budget established for CIP No. 10454 was \$378,074, inclusive of contingencies, and the contract with SPEC was initially approved for \$324,074. After adding bonding and contracted inspection costs, the contracted amount was increased to \$340,023 under City Manager authority. An additional increase of \$9,331 was later authorized by the City Manager. This second increase covered labor and equipment costs to replace the original subbase to the rubber mat. The subbase did not meet current standards for installation of the playground surface, and it required excavation that was only discovered after demolition of the old surface and that was unforeseen in the initial estimated costs. The increase in contract costs authorized by the City Manager did not exceed 10 percent of the initial estimate, consistent with the authority established in City Council Resolution No. 05-2022. The total costs of \$349,354 for SPEC, plus approximately \$7,200 in plan check and permit fees paid to the Contra Costa County Building Department, are within the overall \$378,074 budgeted allocation to CIP No. 10454.

To date, the City has made payments totaling \$338,070 to SPEC while retaining \$11,284 pending completion and acceptance of the project, in accordance with the terms of the

contract. With the City Council acceptance of the work and the recording of the Notice of Completion, the City will release all retained funds to SPEC 35 days after recordation of the Notice of Completion as long as no claims are made against SPEC by a material supplier or subcontractor.

ATTACHMENTS

1. Resolution
2. Notice of Completion

RESOLUTION NO. -2023

A RESOLUTION ACCEPTING THE CLAYTON COMMUNITY PARK PLAY STRUCTURE REPLACEMENT PROJECT (CIP No. 10454) PERFORMED BY SPECIALIZED PLAYGROUND EQUIPMENT COMPANY AS COMPLETE, APPROVING THE NOTICE OF COMPLETION, DIRECTING THE CITY CLERK TO RECORD SAME WITH THE COUNTY RECORDER AND AUTHORIZING THE PAYMENT OF ALL RETAINED FUNDS TO SPECIALIZED PLAYGROUND EQUIPMENT COMPANY 35 DAYS AFTER RECORDING OF THE NOTICE OF COMPLETION

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, on August 2, 2022, the City Council of Clayton, California adopted Resolution No. 61-2022 approving a contract with Specialized Playground Equipment Company for CIP No. 10454 consisting of replacement of both the School-Age and Toddler play structures at Clayton Community Park; and

WHEREAS, Specialized Playground Equipment Company represents that it has completed construction of the work in conformance with the project specifications and that the project is now ready for acceptance by the City; and

WHEREAS, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds; and

WHEREAS, a Contra Costa County Building Inspector has inspected the completed work and determined that the completed work is in compliance with applicable building codes; and

WHEREAS, a playground Special Inspector has inspected the completed work and has prepared and submitted a report to the City stating that the completed work is in compliance with California requirements for equipment placement, spacing, safety and fall protection and passes the special inspection; and

WHEREAS, the City Maintenance Supervisor has inspected the completed work and determined that the completed work is in compliance with the project specifications; and

WHEREAS, the City Maintenance Supervisor and Community Development Director recommend that the City Council adopt this Resolution accepting the Clayton Community Park Play Structure Replacement Project (CIP No. 10454) performed by Specialized Playground Equipment Company, approving the Notice of Completion, directing the City Clerk to record same with the County Recorder and authorizing the payment of all retained funds to Specialized Playground Equipment Company 35 days after recording the Notice of Completion;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton, California does hereby accept as complete, as of the date of adoption of this Resolution, the Clayton Community Park Play Structure Replacement Project (CIP No. 10454) performed by Specialized Playground Equipment Company, and approves the Notice of Completion and directing the City Clerk to record same with the County Recorder, and authorizes the payment of all retained funds to Specialized Playground Equipment Company 35 days after recording the Notice of Completion.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 18th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Janet Calderon, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City Clerk/City Engineer
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

NO FEE DOCUMENT
(Government Code section 27383)

NOTICE OF COMPLETION for
City of Clayton, Clayton Community Park Play Structure Replacement Project
CIP No. 10454
(Contractor: Specified Play Equipment Company)

NOTICE IS HEREBY GIVEN that the undersigned is the Owner of a work of improvement described as Clayton Community Park Play Structures Replacement, Clayton Capital Improvement Project No. 10454, and of the real property on which the work of improvement is situated, which real property is located in the County of Contra Costa, State of California, and specifically described as follows: Clayton Community Park, north of the intersection of Marsh Creek Road and Regency Drive, Clayton, California 94517.

That the undersigned, as Owner of the above-described property, on August 2, 2022, entered into a contract with Specialized Play Equipment Company for the construction of the above-described work of improvement, with a copy of the contract filed for record in the City Clerk's office in the City of Clayton, Contra Costa County, California.

That on May 28, 2023, the work of improvement was actually completed by Specialized Playground Equipment Company, and the work was completed and accepted by the City of Clayton, on July 18, 2023.

That the nature of the interest of the undersigned is as a fee simple ownership of a public park (Clayton Community Park) in the above-described real property.

That the name and address of the undersigned Owner of the above-described property is:

City of Clayton
6000 Heritage Trail
Clayton, California 94517

I hereby certify, under penalty of perjury, that the above Notice of Completion was duly accepted by the City Council of the City of Clayton at a meeting thereof held on July 18, 2023.

Janet Calderon, City Clerk

[VERIFICATION ON FOLLOWING PAGE]

VERIFICATION

I, Bret Prebula, state that I am the Authorized Agent of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 18th day of July 2023, at Clayton, California.

CITY OF CLAYTON,
A municipal corporation

By: _____
Bret Prebula, City Manager



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Calderon, City Clerk/ HR Manager

DATE: July 18, 2023

SUBJECT: Multi-Year Agreement with Konica Minolta Business Solutions (Konica Minolta) for a Konica Minolta Bizhub C650i Copier Lease with Maintenance Agreement.

RECOMMENDATION

Authorize the City Manager to enter into a 36-month lease agreement with Konica Minolta Business Solutions for a new fixed lease with maintenance agreement for a Konica Minolta Bizhub C650i copier.

BACKGROUND

In July 2020, the Council approved a 3 year (36 month) lease agreement for a Konica Minolta C658 document copier with Caltronics Business Systems. The 3-year lease expires July 2023. The copier is located on the third floor of City Hall and is used for all agenda copying, notices, letters; basically all copying done for the administration of the City. This copier also serves as a printer for the Administrative staff.

The existing Konica Minolta machine has performed well and met the City's expectations and needs. Today's monthly cost of the lease equipment is \$923.65 plus tax and the maintenance contract is \$178.02 for a total monthly cost of \$1,101.67 (\$13,220.04 per year). The Docuware software program has an additional annual cost of \$12,308.00.

Staff requires machines to have the following capabilities: color copying, stapling, 2/3 hole punching, tri-folding, and the ability to print on thick paper for posters. By inclusion of these features on the current copier, previous City expenses for outsourcing these jobs were eliminated.

NEW LEASE PROPOSAL

With the current copier lease expiring staff contacted Caltronics to look at options without Docuware software. Considering staff turnover in the last few years, staff has not been utilizing the Docuware program and would like to consider other options in the future.

Copier Recommended – Konica Minolta C650i

Staff recommends Council approve the multi-year lease with maintenance agreement with Konica Minolta Business Solutions for a replacement Konica Minolta C650i, a copier similar in speed to the City's current machine.

This copier saves staff time due to high speed production; coupled with a 36 month lease, it will allow the City to maintain a highly functioning copier for the duration of the lease. This also allows the City the opportunity to replace the copier in three years with an even more efficient and better priced unit as the price for technological advances has become more competitive. Advances in copier products on the market are ever changing and a short lease term allows the City to continue to access the best deals on the market.

Since staff has previously worked with Konica Minolta Business Solutions and is satisfied with their service and because they provided the best price of the machine, staff is recommending the City Council approve the contract. Konica Minolta also locked in the lease price and maintenance agreement price for the term of the lease.

FISCAL IMPACT

The current lease the City has with Konica Minolta is a 36 month lease ending July 2023. Konica Minolta has provided a fixed lease and maintenance rate therefore the prices are set for the duration of the contract. Pricing includes all delivery, setup installation, training, upgrade of the current lease and return of the Bizhub 659 relieving the City of Clayton all obligations to lease #500-50146314.

There are sufficient funds allocated in Fiscal Year 2023-24 adopted budget for this contract.

| | <u>Caltronics</u> |
|-----------------------|-------------------|
| Monthly Lease: | \$438.78 |
| Maintenance Contract: | <u>\$178.02</u> |
| TOTAL: | \$616.80 |
| Annual Cost: | \$7,401.60 |

There is a one-time \$75.00 documentation fee that will appear on our first month's lease invoice that is assessed by the leasing company.

Conclusion

Staff recommends the City Council authorize the City Manager to enter into a 36 month lease agreement with Konica Minolta Business Solutions for its C650i copier.

Attachments: A. Proposal from Konica Minolta (5 pages)
 B. Copier Cost Comparison for City of Clayton (1 page)
 C. Bizhub C650i informational brochure (4 pages)



"Trust Your Documents To Us"



Copier Proposal for:



Janet Calderon

Prepared by

Mark Demee, 925-226-1277

Email: demeem@caltronics.net

Caltronics Business Systems

6800 Sierra Court, Suite Q, Dublin, CA 94568



City of Clayton

6000 Heritage Trail
Clayton, CA 94517
Attn: Janet Calderon

July 11, 2023

Dear Janet,

Thank you for the opportunity to provide you with information on your new copier acquisition. The proposal is arranged as follows:

1. **NEW!** Konica Minolta Bizhub C650i (65 ppm) COLOR Multifunctional Device with Full Color Scanning.

Caltronics Business Systems received the Konica Minolta Pro-Tech Service Excellence Award for 2023.

We appreciate the time you've taken to explore our recommendations and look forward to earning your business and exceeding all expectations.

If you have any questions or would like additional information, please call us.

Sincerely,

Mark Demee,
Branch Manager
925-226-1277
demeem@caltronics.net

NEW! Konica Bizhub C650i – COLOR and B & W Digital Copier/Printer/Scanner

65 pages per minute print & copy speed

240 pages per minute scan in Black and White and COLOR

300 Sheet DUAL Scanner Document Feeder

Copy Desk (Storage Only)

Bypass Tray holds up to 150 sheets

Total Paper Capacity 3,650 sheets

100 Sheet Booklet Folding/Stapling Finisher

Mobile Print/Copy/Scan for iPhone and iPad

10 " Color Pivoting Screen

250 GB Hard Drive / 8 GB Memory

Built-in Hard Drive Security Encryption

Embedded Print Controller for printing and scanning

PCL and Post Script Print Drivers

One Touch Scanning to PC, Server, Email, Hard Drive in

In PDF, JPEG, TIFF, XPS, and COMPACT PDF



Konica
Minolta
Mobile Print

***The pictures above may not be the exact configuration of the proposed machine**



Special Konica Minolta Bizhub Pricing

Equipment Model:

36 Month Lease Payment

Bizhub C650i (65 ppm)

\$ 438.78

* All pricing shown includes delivery, setup, installation, training, and excludes applicable sales tax. Also include the termination of current contract relieving City Clayton of all obligations to lease #500-50146314.

Prestige Service Maintenance Agreement

COLOR Cost per Copy..... \$0.05

B & W Cost per Copy..... \$0.005

***Service Maintenance Agreement Includes:**

*Parts, Labor, Guaranteed 2-4 hrs. Response Time, Free Loaner Equipment, Drum, Toner, Developer.
(Everything except Paper and Staples)*

*** All pricing shown is good through July 31, 2023**



"Trust Your Documents To Us"



KONICA MINOLTA

bizhub 

Copier Cost Comparison for City of Clayton

| Equipment Description | CURRENT SITUATION: Konica Minolta Bizhub C659 (65 ppm) | PROPOSED SOLUTION: New! KONICA MINOLTA Bizhub C650i (65 PPM) |
|--|--|--|
| 36 Month Lease Payment | \$ 923.65 | \$ 438.78 |
| Black and White Service Rate per copy/print | \$ 0.00500 | \$ 0.0050 |
| Black and White Service cost per month (Based on 4,914 per month) | \$ 24.57 | \$ 24.57 |
| COLOR Service Rate per copy/print | \$ 0.05000 | \$ 0.0500 |
| COLOR Service cost per month (Based on 3,069 per month) | \$ 153.45 | \$ 153.45 |
| Total Monthly Cost | \$ 1,101.67 | \$ 616.80 |
| Total Monthly SAVINGS! | | \$ 484.87 |

** Pricing shown above includes all delivery, setup, installation, and training. Pricing also includes the return and termination of current lease, relieving City of Clayton of all obligations to lease # 500-50146314. (Excludes sales tax)*



KONICA MINOLTA

bizhub C650i
Color A3 multifunctional

**bizhub
i-SERIES IS
SMARTER
WORKING**
RETHINK IT



Giving Shape to Ideas

CUSTOMER BENEFITS



Intuitive operability
Operate the bizhub like a smartphone or tablet with fully customized user interface



Mobile connectivity
Print anytime from anywhere with Konica Minolta's innovative mobile technologies



Security
Secure network integration, data encryption and advanced user authentication



Application ecosystem
Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio



Productivity
Reliability, high-speed scanning and printing, combined with powerful finishing functions



Sustainability
Numerous eco features reduce energy consumption and costs

OPTIONS

1 ENHANCED FEATURES

- PDF enhancements
LK-102v3
- OCR text recognition
LK-105v4
- Barcode fonts
LK-106
- Unicode fonts
LK-107
- OCR A and B fonts
LK-108
- Document converter pack
LK-110v2
- ThinPrint® client
LK-111
- Antivirus
LK-116
- IP fax (T.38 fax)
LK-117



2 CONNECTIVITY

- Fax board
FK-514 x2
- Wireless LAN
UK-221
- USB I/F kit
EK-608
- USB I/F kit
EK-609
- Fiery controller
IC-420
- Interface kit for IC-420
VI-516
- Biometric authentication
AU-102
- ID card reader
AU-205H
- Mount kit
MK-735

LEGEND

- Mandatory option
- Option
- This option can only be installed with the respective option above it

3 OTHERS

- Working table
WT-506
- 10-Key pad
KP-102
- Security kit
SC-509
- 1 TB SSD
EM-908
- Keyboard holder
KH-102
- External keyboard

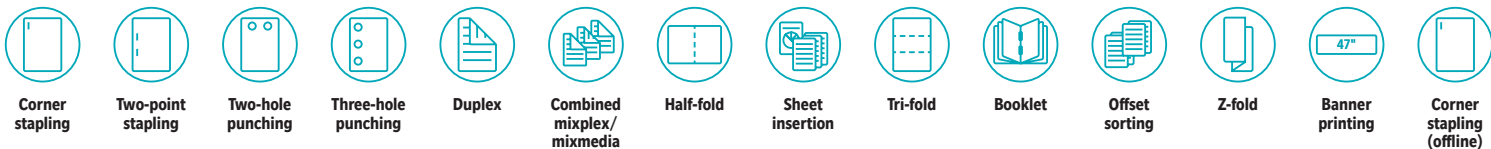
4 MEDIA INPUT

- 1x Universal tray
PC-116
- 2x Universal tray
PC-216
- Large capacity tray
PC-416
- Large capacity tray
PC-417
- Copy desk
DK-516
- Large capacity tray
LU-302
- Large capacity tray
LU-207
- Banner tray
MK-730

5 MEDIA OUTPUT

- Output tray
OT-513
- Staple finisher
FS-539
- Relay unit
RU-513
- Booklet finisher
FS-539SD
- Relay unit
RU-513
- Punch kit for FS-539/SD
PK-524
- Staple finisher
FS-540
- Relay unit
RU-513
- Booklet finisher
FS-540SD
- Relay unit
RU-513
- Punch kit for FS-540/SD
PK-526
- Post inserter for FS-540/SD
PI-507
- Job separator for FS-540/SD
JS-602
- Z-fold unit for FS-540/SD
ZU-609

FINISHING FUNCTIONALITIES



DESCRIPTION

ENHANCED FEATURES

| | |
|-----------------------------------|--|
| LK-102v3 PDF enhancements | PDF/A(1b), PDF encryption, digital signature |
| LK-105v4 OCR text recognition | Searchable PDF and PPTX |
| LK-106 Barcode fonts | Supports native barcode printing |
| LK-107 Unicode fonts | Supports native Unicode printing |
| LK-108 OCR A and B fonts | Supports native OCR A and B font printing |
| LK-110v2 Document file conversion | Generates various file formats including DOCX, XLSX and PDF/A |
| LK-111 ThinPrint client | Print data compression for reduced network impact |
| LK-116 Antivirus | Bitdefender® antivirus provides real time scanning of all incoming and outgoing data |
| LK-117 IP fax (T.38 fax) | Fax over IP networks (T.38), requires fax kit |

CONNECTIVITY

| | |
|---------------------------------|---|
| FK-514 Fax board | Super G3 fax, digital fax functionality |
| UK-221 Wireless LAN | Wireless LAN and wireless LAN Access Point Mode |
| EK-608 USB I/F kit | USB keyboard connection |
| EK-609 USB I/F kit | USB keyboard connection, Bluetooth |
| IC-420 Fiery controller | Professional color print controller |
| VI-516 Interface kit for IC-420 | Fiery controller interface card |
| AU-102 Biometric authentication | Finger vein scanner |
| AU-205H ID card reader | Supports various ID card technologies |
| MK-735 Mount kit | Installation kit for ID card reader |

OTHERS

| | |
|------------------------|--|
| WT-506 Working table | Authentication device placement |
| KP-102 10-Key pad | For numeric entry instead of touchscreen |
| SC-509 Security kit | Copy guard function |
| EM-908 SSD | 1 TB SSD to increase storage space |
| KH-102 Keyboard holder | To place USB keyboard |
| External keyboard | Keyboard for alpha numeric date entry |

MEDIA INPUT

| | |
|----------------------------|--|
| PC-116 1x Universal tray | 500 sheets / 5.5" x 8.5" – 11" x 17" / 52–256 g/m ² |
| PC-216 2x Universal tray | 2x 500 sheets / 5.5" x 8.5" – 11" x 17" / 52–256 g/m ² |
| PC-416 Large capacity tray | 2,500 sheets / 8.5" x 11" / 52–256 g/m ² |
| PC-417 Large capacity tray | 1,500 + 1,000 sheets / 5.5" x 8.5" or 8.5" x 11" / 52–256 g/m ² |
| LU-302 Large capacity tray | 3,000 sheets / 8.5" x 11" / 52–256 g/m ² |
| LU-207 Large capacity tray | 2,500 sheets / 8.5" x 11" – 12" x 18" / 52–256 g/m ² |
| MK-730 Banner tray | Multipage banner feeding |
| DK-516 Copier desk | Provides storage space for print media and other materials |

MEDIA OUTPUT

| | |
|------------------------------------|--|
| OT-513 Output tray | Output tray used instead of finisher |
| FS-539 Staple finisher | 50-sheet stapling / 3,200 sheets max. output |
| FS-539SD Booklet finisher | 50-sheet stapling / 20-sheet booklet finisher / 2,200 sheets max. output |
| PK-524 Punch kit for FS-539/SD | 2/3 hole punching / auto switching |
| FS-540 Staple finisher | 100-sheet stapling / 3,200 sheets max. output |
| FS-540SD Booklet finisher | 100-sheet stapling / 20-sheets booklet finisher / 2,700 sheets max. output |
| PK-526 Punch kit for FS-540/SD | 2/3 hole punching, auto switching |
| RU-513 Relay unit | For FS-539/SD or FS-540/SD installation |
| JS-602 Job separator for FS-540/SD | Separation of fax output, etc. |
| PI-507 Post inserter for FS-540/SD | Cover insertion, post finishing |
| ZU-609 Z-fold unit for FS-540/SD | Z-fold for 11" x 17" prints |

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

| | |
|------------------------------|--|
| System speed 8.5" x 11" | Up to 65/65 ppm (mono/color) |
| System speed 11" x 17" | Up to 32/32 ppm (mono/color) |
| Auto duplex speed 8.5" x 11" | Up to 65/65 ppm (mono/color) |
| 1st page out time 8.5" x 11" | 2.8/3.8 sec. (mono/color) ¹ |
| Warm-up time | Approx. 15/17 sec. (mono/color) ¹ |
| Imaging technology | Laser |
| Toner technology | Simitri® HD polymerized toner |
| Panel size/resolution | 10.1" / 1,024 x 600 |
| System memory | 8 GB (standard/max.) |
| System hard drive | 256 GB SSD (standard) / 1 TB SSD (optional) |
| Interface | 10/100/1,000-Base-T Ethernet, USB 2.0, Wi-Fi 802.11 b/g/n/ac (optional) |
| Network protocols | TCP/IP (IPv4 / IPv6) / SMB / LPD / IPP / SNMP / HTTP(S) / Bonjour |
| Automatic document feeder | Up to 300 originals / 5.5" x 8.5" – 11" x 17" / 35–210 g/m ² / Dualscan ADF |
| ADF double feed detection | Standard |
| Printable paper size | 3.5" x 5.5" – 12" x 18" / customized paper sizes / banner paper max. 47.2" x 11.7" |
| Printable paper weight | 52–300 g/m ² |
| Paper input capacity | 1,150 sheets / 6,650 sheets (standard/max.) |
| Paper tray input (standard) | 1 x 500 / 3.5" x 5.5" – 11" x 17" / custom sizes / 52–256 g/m ² 1 x 500 / 5.5" x 8.5" – 12" x 18" / custom sizes / 52–256 g/m ² |
| Paper tray input (optional) | 1 x 500 / 5.5" x 8.5" – 11" x 17" / 52–256 g/m ² 2 x 500 / 5.5" x 8.5" – 11" x 17" / 52–256 g/m ² 1 x 2,500 / 8.5" x 11" / 52–256 g/m ² 1 x 1,500 + 1 x 1,000 sheets / 5.5" x 8.5" or 8.5" x 11" / 52–256 g/m ² |

| | |
|--------------------------------|---|
| Large capacity tray (optional) | 1 x 3,000 / 8.5" x 11" / 52–256 g/m ² 1 x 2,500 / 8.5" x 11" – 12" x 18" / custom sizes / 52–256 g/m ² |
| Manual bypass | 150 sheets / 3.5" x 5.5" – 12" x 18" / custom sizes / banner / 60–300 g/m ² |
| Finishing modes (optional) | Offset, Group, Sort, Staple, Staple (offline), Punch, Half-fold, Letter-fold, Booklet, Post insertion, Z-fold |
| Automatic duplexing | 4.1" x 5.5" – 12" x 18" / 52–256 g/m ² |
| Output capacity | Up to 250 sheets / up to 3,300 sheets (standard/max.) |
| Stapling | Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m ²) |
| Stapling output capacity | Max. 200 sets |
| Letter fold | Max. 3 sheets |
| Letter fold capacity | Max. 50 sets, unlimited (without tray) |
| Booklet | Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m ²) |
| Booklet output capacity | Max. 35 booklets, unlimited (without tray) |
| Duty cycle (monthly) | Max. ² 250,000 pages |
| Toner lifetime | Black up to 28,000 pages CMY up to 28,000 pages |
| Imaging unit lifetime | Black up to 240,000/1,000,000 pages (drum/developer) CMY up to 165,000/1,000,000 pages (drum/developer) |
| Power consumption | 110–120 V / 60 Hz, Less than 1.6 kW |
| System dimension (W x D x H) | 24.2" x 27.1" x 37.8" (without options) |
| System weight | Approx. 220 lb (without options) |

PRINTER SPECIFICATIONS

| | |
|---------------------------|--|
| Print resolution | 1,800 (equivalent) x 600 dpi, 1,200 x 1,200 dpi |
| Page description language | PCL 6 (XL3.0), PCL 5c, PostScript 3 (CPSI 3016), XPS |
| Operating systems | Windows 7 (32/64), Windows 8.1 (32/64), Windows 10 (32/64), Windows Server 2008 (32/64), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019, Macintosh OS X 10.10 or later, Unix, Linux, Citrix |
| Printer fonts | 80 PCL Latin, 137 PostScript 3 Emulation Latin |
| Mobile printing | AirPrint (iOS), Mopria (Android), Konica Minolta Print Service (Android), Konica Minolta Mobile Print (iOS/Android) Optional: Google Cloud Print, Wi-Fi Direct |

PRINTER SPECIFICATIONS (OPTIONAL)

| | |
|---------------------------|--|
| Print controller | Embedded Fiery IC-420 |
| Controller CPU | AMD GX-424CC @ 2.4 GHz |
| Memory/HDD | 4 GB / 500 GB |
| Page description language | Adobe PostScript 3 (CPSI 3020), PCL 6, PCL 5c |
| Operating systems | Windows 7 (32/64), Windows 8.1 (32/64), Windows 10 (32/64), Windows Server 2008 (32/64), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019, Macintosh OS X 10.10 or later, Linux |

SCANNER SPECIFICATIONS

| | |
|-------------------|--|
| Scan speed | Up to 140/140 ipm in simplex (mono/color) Up to 280/280 ipm in duplex (mono/color) |
| Scan resolution | Up to 600 x 600 dpi |
| Scan modes | Scan-to-eMail (Scan-to-Me), Scan-to-SMB (Scan-to-Home), Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Scan-to-URL, TWAIN scan |
| File formats | JPEG, TIFF, PDF, Compact PDF, Encrypted PDF, XPS, Compact XPS, PPTX Optional: Searchable PDF, PDF/A 1a and 1b, Searchable DOCX/PPTX/XLSX |
| Scan destinations | 2,000 destinations + 100 groups, LDAP support |

COPIER SPECIFICATIONS

| | |
|-----------------|----------------------------------|
| Copy resolution | 600 x 600 dpi |
| Gradation | 256 gradations |
| Multicopy | 1-9,999 |
| Original format | Max. 11" x 17" |
| Magnification | 25-400% in 0.1% steps, Auto zoom |

FAX SPECIFICATIONS

| | |
|------------------|------------------------------------|
| Fax standard | Super G3 (optional) |
| Fax transmission | Analog, i-Fax, Color i-Fax, IP-Fax |
| Fax resolution | Up to 600 x 600 dpi |
| Fax compression | MH, MR, MMR, JBIG |
| Fax modem | Up to 33.6 Kbps |
| Fax destinations | 2,000 single + 100 groups |

USER BOX SPECIFICATIONS

| | |
|----------------------|---|
| Storable documents | Up to 3,000 documents or 10,000 pages |
| Type of user boxes | Public, Personal (with password or authentication), Group (with authentication) |
| Type of system boxes | Secure print, Encrypted PDF print, Fax receipt, Fax polling |

SYSTEM FEATURES

| | |
|------------|---|
| Security | ISO 15408 HCD-PP Common Criteria (in evaluation), IP filtering and port blocking, SSL3 and TLS1.0/1.1/1.2 network communication, IPsec support, IEEE 802.1x support, User authentication, Authentication log, Secure print, Kerberos, Hard drive data encryption (AES 256), Confidential fax, Print user data encryption Optional: Antivirus scanning (Bitdefender [®]), Copy protection (Copy Guard, Password Copy) |
| Accounting | Up to 1,000 user accounts, Active Directory support (user name + password + e-mail + smb folder), User function access definition, Authentication by mobile device (Android) Optional: Biometric authentication (finger vein scanner), ID card authentication (ID card reader), Authentication by mobile device (iOS) |
| Software | Net Care Device Manager, Data Administrator, Box Operator, Web Connection, Print Status Notifier, Driver Packaging Utility, Log Management Utility |

¹ Warm-up time may vary depending on the operating environment and usage.

² Maximum monthly copy/print volume supported under standard vendor-supplied service defines the upper end of expected customer volume for the device. Customers should consider multiple machines if average monthly volume approaches duty cycle on a continual basis.

- All specifications refer to 8.5" x 11" paper of 80 g/m² weight.
- The support and availability of the listed specifications and functionalities vary depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.

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High Definition Polymerised Toner

SAP® Printer Vendor Solution



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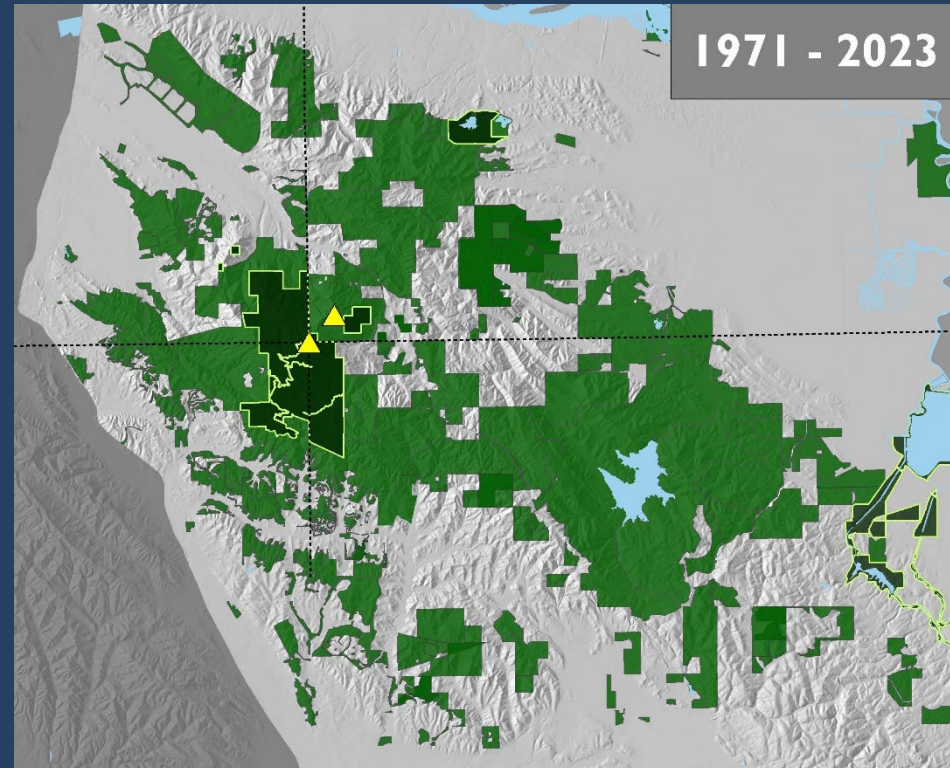
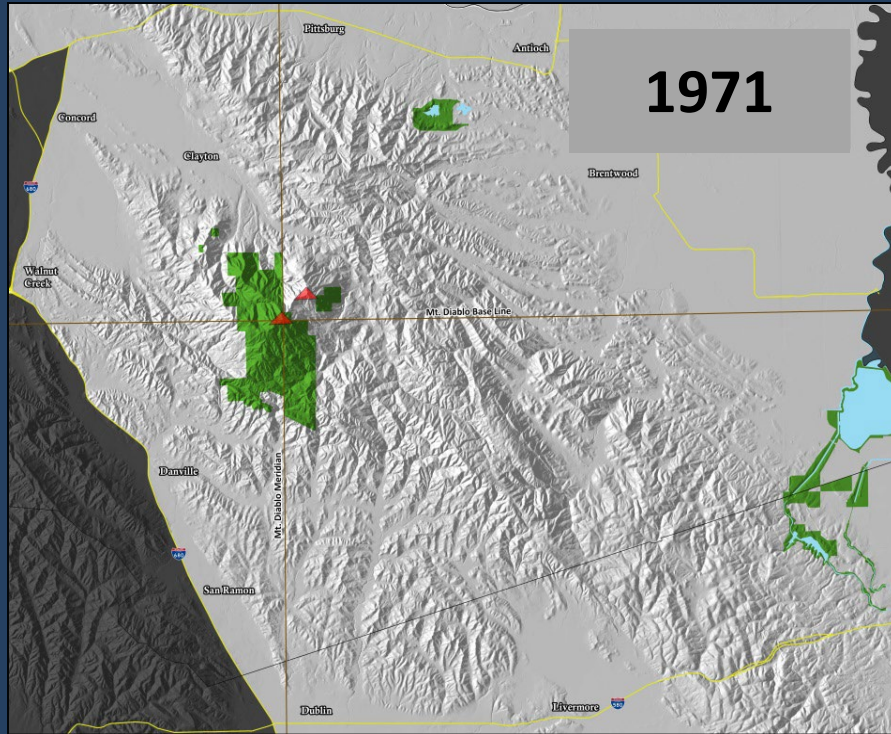
Presentation to the City of Clayton

Presenter:
Ted Clement, Executive Director



Save Mount Diablo Overview

Mount Diablo Area Conservation Lands



Save Mount Diablo Overview

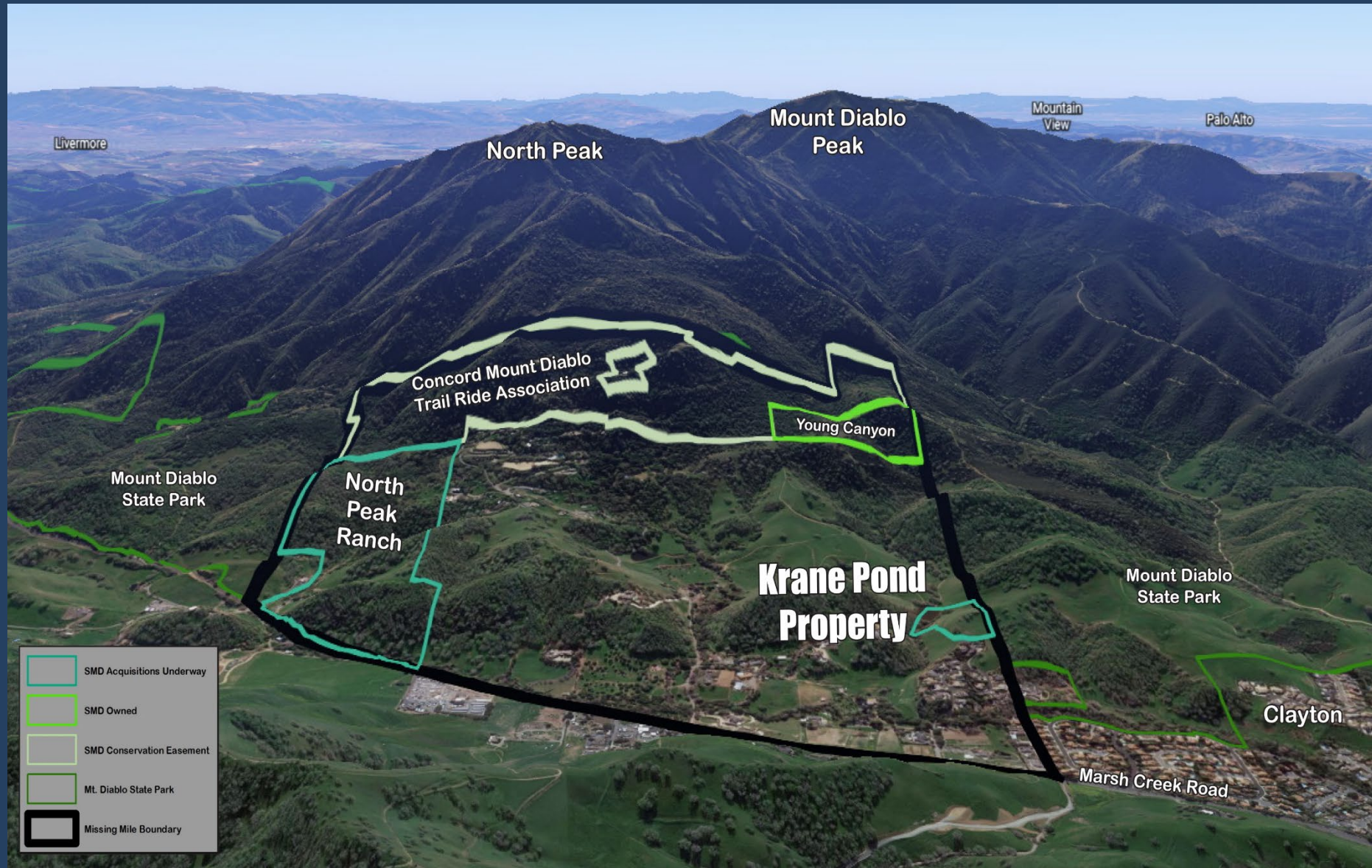
Diablo Range





Land Acquisition

Land Acquisition The Missing Mile



Land Acquisition

Krane Pond



Photo credit: Scott Hein

ADVOCACY



Concord Naval Weapons Station



Stewardship

Education



Mangini Ranch Educational Preserve

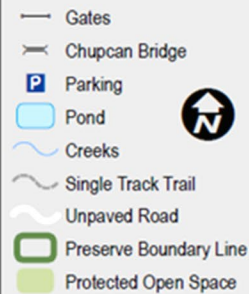
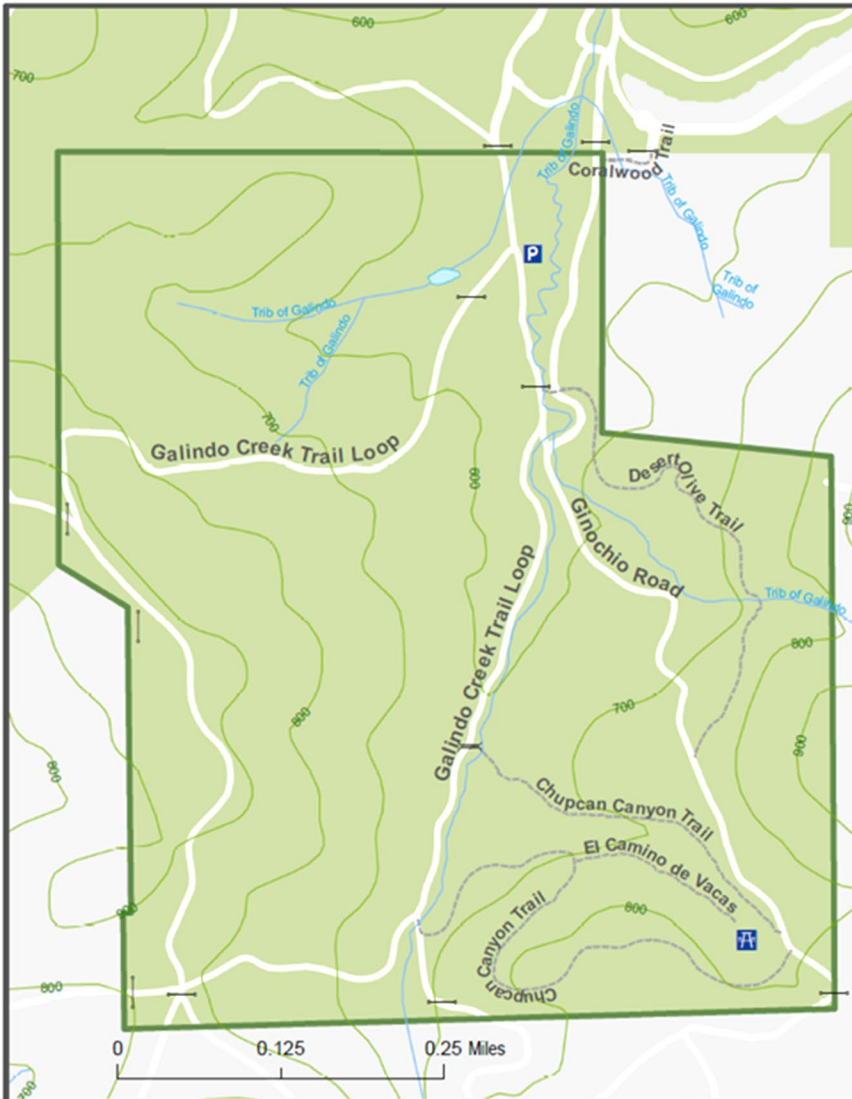


Mangini Ranch Educational Preserve



Mangini Ranch Educational Preserve Trail System

- 1) Galindo Creek Loop - The road that is parallel to Galindo Creek, going through the middle of the property and looping back up next to Lime Ridge and to the pond.
- 2) Chupcan Canyon Trail - The trail from the bridge into the amphitheatre, looping back into the creek. The Chupcan were a band of Bay Miwok peoples who lived in Clayton, Pittsburg and the eastern Marsh Creek areas before Spanish colonization in the 1800's.
- 3) El Camino de Vacas - The trail offshoots from the northern bend of the Chupcan Canyon Trail, leading directly to the picnic area.
- 4) Ginochio Road - The road that leads to SMD's neighbor, land owner, and grazer, John Ginochio. This is the east fireroad.
- 5) Coralwood Trail - The trail leads from Coralwood Ct., back onto Ginochio Rd.
- 6) Desert Olive Trail - The trail is accessed from Ginochio Rd., leading into and through the desert olive grove and springs.



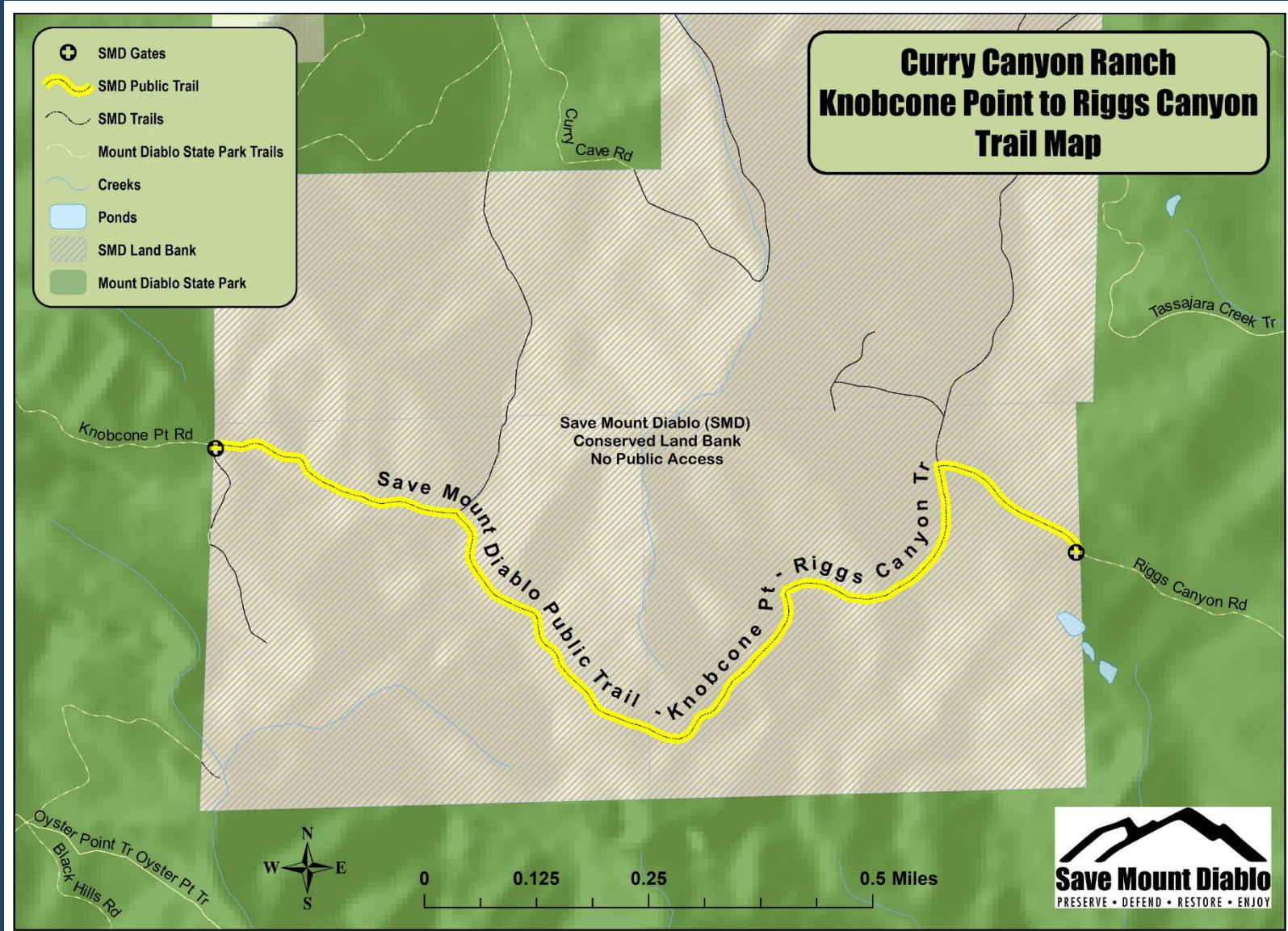
For more information about Save Mount Diablo's Mangini Ranch Educational Preserve or other Save Mount Diablo projects, please visit our website or call:
Savemountdiablo.org
(925) 947-3535

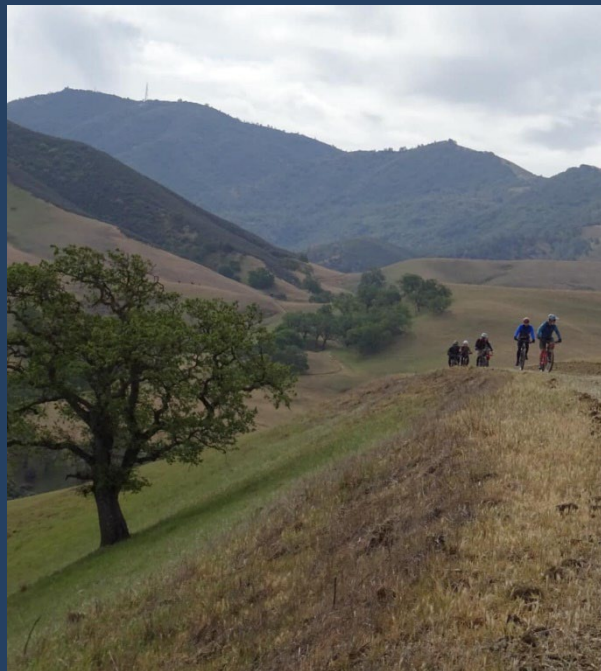


An aerial photograph of a lush, green landscape featuring rolling hills. A narrow dirt trail winds its way across the slopes of the hills. The foreground and middle ground are filled with dense, vibrant green trees and shrubs. In the background, more rolling hills are visible under a clear, light blue sky. The overall scene is bright and sunny, with strong shadows cast by the trees and hills.

Knobcone Point to Riggs Canyon Trail Connection

Knobcone Point to Riggs Canyon Trail Connection





Discover DIABLO

Save Mount Diablo
PRESERVE • DEFEND • RESTORE • ENJOY

Free Public Hike Series

Save Mount Diablo
PRESERVE • DEFEND • RESTORE • EDUCATE • ENJOY

Free Public Hikes & Outings

2023 DATES FOR SAVE MOUNT DIABLO'S *FREE* PUBLIC HIKE & OUTINGS

All hikes and outings are free. Any that require a park entrance fee are indicated with an asterisk (*). All Discover Diablo hikes and outings are subject to, and will honor, all applicable COVID-19-related restrictions then in place for our area.

JANUARY

★ **DR. MARY BOWENMAN BIRTHDAY HIKE**
JANUARY 21ST, SATURDAY | 10 AM–12 PM
Mount Diablo State Park
Join us in celebration of Dr. Mary Bowenman's 115th birthday!
DIFFICULTY: EASY
DISTANCE: 1 MILE, 50' ELEV.
*PARK FEE: \$10

★ **TWO RIDGES & CREEK HIKE**
JANUARY 21ST, SATURDAY | 9 AM–12:30 PM
Walnut Creek Open Space
We'll be climbing Shell Ridge via a gentle switchback and then descend into a shady, tranquil creek trail.
DIFFICULTY: MODERATE
DISTANCE: 3 MILES, 875' ELEV.

FEBRUARY

★ **BOB WALKER RIDGE HIKE**
FEBRUARY 25TH, SATURDAY | 9 AM–1 PM
East Bay Regional Park District
Come see expansive views from Morgan Territory, with glimpses of Mount Diablo, the Sacramento River drainage, and Los Vaqueros Reservoir.
DIFFICULTY: MODERATE
DISTANCE: 5.1 MILES, 974' ELEV.

★ **ON BELAY—ROCK CLIMBING**
FEBRUARY 25TH, SATURDAY | 9 AM–1 PM
Mount Diablo State Park
Come join Save Mount Diablo for a day of beginning rock-climbing instruction at Mount Diablo's classic Boy Scout Rocks.
DIFFICULTY: ALL LEVELS
DISTANCE: 2-MILE HIKE IN
*PARK FEE: \$10

MARCH

★ **GREEN HILLS, PONDS, AND NEWTS**
MARCH 11TH, SATURDAY | 9:30 AM–12 PM
East Bay Regional Park District
We'll walk past four different ponds in Briones Regional Park, looking for the smooth-skinned California newt.
DIFFICULTY: EASY/MODERATE
DISTANCE: 3 MILES, ~400' ELEV.

★ **ON BELAY—ROCK CLIMBING**
MARCH 18TH, SATURDAY | 7 AM–11 AM
Pinnacles National Park
Join us at Pinnacles National Park for some rock climbing!
DIFFICULTY: ALL LEVELS
DISTANCE: 1.5-MILE HIKE IN
*PARK FEE: \$30

★ **FOSSILS & FLOWERS**
MARCH 21ST, TUESDAY | 10 AM–12 PM
Walnut Creek Open Space
Enjoy spotting birds and wildflowers as we meander through the oak woodland to view million-year-old fossils in Shell Ridge.
DIFFICULTY: EASY
DISTANCE: 3 MILES, 300' ELEV.

★ **SOUTHWEST SLOPES OF MOUNT DIABLO**
MARCH 25TH, SATURDAY | 9 AM–1 PM
Mount Diablo State Park
Spring is a wonderful time to hike this loop on the lower slopes of Mount Diablo's southwestern side.
DIFFICULTY: MODERATE
DISTANCE: 6 MILES, 553' ELEV.
*PARK FEE: \$6

APRIL

★ **MITCHELL CANYON MEDICINAL HERB WALK**
APRIL 1ST, SATURDAY | 9 AM–11 AM
Mount Diablo State Park
Learn about the modern-days uses of the plants we see and discover some of the diversity that this abundant ecosystem holds.
DIFFICULTY: EASY
DISTANCE: 2 MILES, 200' ELEV.
*PARK FEE: \$6

★ **MITCHELL CANYON WILDFLOWER HIKE**
APRIL 2ND, SUNDAY | 9 AM–12 PM
Mount Diablo State Park
Enjoy a leisurely loop and beautiful spring blooms as we hike up Mitchell Canyon to Black Point Trail.
DIFFICULTY: EASY
DISTANCE: 2 MILES, 200' ELEV.
*PARK FEE: \$6

★ **CASTLES & PEREGRINE FALCONS**
APRIL 13TH, THURSDAY | 9:30 AM–11:30 AM
East Bay Regional Park District
Walk along beautiful Pine Creek and marvel at the magnificent rock formations and wildflowers while looking for soaring peregrines.
DIFFICULTY: EASY/MODERATE
DISTANCE: 3 MILES

★ **SAUNTEERING & SOLOING**
APRIL 13TH, THURSDAY | 8:30 AM–12 PM
Save Mount Diablo
Hike our beautiful Mangini Ranch and connect with nature through a contemplative solo exercise amidst an oak woodland forest with beautiful vistas.
DIFFICULTY: EASY/MODERATE
DISTANCE: 2 MILES, 300' ELEV.

★ **WONDERFUL WILDFLOWERS**
APRIL 14TH, FRIDAY | 9:30 AM–2 PM
Mount Diablo State Park
Join us to see some of the unique, beautiful flowers, some of which are only found only on Mount Diablo.
DIFFICULTY: STRENUOUS
DISTANCE: 2 MILES, 500'
*PARK FEE: \$10

★ **WILDFLOWERS OF MARY'S TRAIL**
APRIL 14TH, FRIDAY | 10:30 AM–12:30 PM
Mount Diablo State Park
Join us on the Mary Bowenman Fire Interpretive Trail to see some of the beautiful, endemic flowers.
DIFFICULTY: EASY
DISTANCE: 1 MILE, 50' ELEV.
*PARK FEE: \$10

★ **EXPLORATORY HIKE—DEL PUERTO CANYON**
APRIL 21ST, FRIDAY | 9 AM–1 PM
Stanislaus County
Come join Save Mount Diablo on an exploration into the heart of the Diablo Range.
DIFFICULTY: STRENUOUS
DISTANCE: 5 MILES, 1,000' ELEV.



Save Mount Diablo

PRESERVE • DEFEND • RESTORE • EDUCATE • ENJOY

A photograph of a stone lighthouse on a mountain peak at sunset. The sun is low on the horizon, creating a bright orange and yellow glow. The lighthouse has a dark stone base and a glass-enclosed lantern room with a glowing light. A metal railing runs along the edge of the platform where the lighthouse sits.

Thank You!

Additional Resources

Annual Report: <https://savemountdiablo.org/about/financials/>

Diablo Watch Newsletter:

<https://savemountdiablo.org/news-press/diablo-watch-magazine/>

Diablo Trail Map: <https://savemountdiablo.org/experience/trail-map/>

Discover Diablo Hiking Series:

<https://savemountdiablo.org/what-we-do/educating-and-inspiring-people/discover-diablo-hikes-outings/>

Mangini Ranch Educational Preserve: <https://savemountdiablo.org/what-we-do/educating-and-inspiring-people/mangini-ranch-educational-preserve/>

Moonlight on the Mountain:

<https://savemountdiablo.ejoinme.org/Moonlight2023>





STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Larry Theis, City Engineer

DATE: July 18, 2023

SUBJECT: Public Hearing on Proposed Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District (BAD); Ordering Improvements and Levying Annual Assessments in Fiscal Year 2023/24

RECOMMENDATION

City staff recommends the City Council open the Public Hearing, receive public comments, close the Public Hearing, and take action to adopt the attached Resolution which allows for the annual levying of assessments.

BACKGROUND

The City Council, at its June 6, 2023 meeting, approved the Engineer's Report dated June 6, 2023 including the proposed assessment amounts which are unchanged from the Fiscal Year 2022/23 assessments. The assessments collected from property owners will primarily be used to fund the maintenance of various improvements benefiting real property owners within the Diablo Estates at Clayton development.

A notice regarding the public hearing, along with a copy of the Engineer's Report was sent by mail to the property owners. The Engineer's Report provides an overview of BAD's proposed expenditures, and a listing of the items included within the target amount to be collected annually for reserves.

Tonight, during the City Council meeting, the required public hearing will be opened to provide an opportunity for assessed property owners to share their comments. After all public testimony has been heard, the City Council should officially close the public hearing. Following the closure of the public hearing, the City Council will consider any public comments received and proceed with the consideration and adoption of the Resolution that levies the annual assessments on the real properties within the District for Fiscal Year 2023/24.

FISCAL IMPACT

If the annual assessment rate is approved as recommended, the City will continue to manage the maintenance duties specified in the Engineer's Report on behalf of the benefited real property owners and the proposed Fiscal Year 2023/24 assessment rates will be levied at the same rate as last year.

The BAD fund balance will cover the District's costs until receipt of the first tax payment from the County in December. Therefore, this action will not impact the City's General Fund.

CONCLUSION

Staff recommends the City Council approve this Resolution confirming the levy of assessments within the Diablo Estates at Clayton Benefit Assessment District Fiscal Year 2023/24.

Attachments: Resolution confirming Assessments [2 pg.]
 Notice to Property Owners [1 pg.]
 BAD Fiscal Year 2023-24 Engineer's Report Packet [18 pg.]

RESOLUTION NO. ##- 2023

A RESOLUTION CONFIRMING ASSESSMENTS FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS WITHIN THE DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2023/24

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, by adoption of Resolution No. 32-2023 on June 6, 2023, the Clayton City Council approved the Engineer's Report on the proposed assessment levy for maintaining various improvements within the Diablo Estates at Clayton Benefit Assessment District during Fiscal Year 2023/24, and set a public hearing thereon for July 18, 2023, to be held at the regular meeting place of the Clayton City Council; and

WHEREAS, notice of said hearing and the adoption of Resolution No. 32-2023 was duly given as required; and

WHEREAS, on July 18, 2023, the City Council held the noticed public hearing on the proposed assessment for the Fiscal Year 2023/24 and heard and considered all oral statements and written communications made and filed thereon by interested persons;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, does hereby:

1. The City Council hereby orders the levy of an assessment in the amount of \$3,904.64 on each lot within the Diablo Estates at Clayton Benefit Assessment District and this Resolution shall constitute the levy and confirmation of such assessment for Fiscal Year 2023/24.

2. The City Clerk shall immediately file a certified copy of this resolution, together with any required diagrams and a list of lots so assessed, with both the Tax Collector and the Auditor of Contra Costa County, with the Assessment to thereafter be collected in the same manner as the property taxes are collected.

PASSED, APPROVED and ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on July 18, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Janet Calderon, City Clerk



**Diablo Estates at Clayton Benefit Assessment District
NOTICE TO PROPERTY OWNERS FOR LEVY OF ASSESSMENT**

Reason for Assessment

At the request of the original project developer, Toll Bros., Inc., the City of Clayton City Council ("Council") approved Resolution No. 04-2012 on February 7, 2012, forming the Diablo Estates at Clayton Benefit Assessment District ("District") to fund and to pay for the oversight and maintenance of certain facilities solely benefiting land owners in the District, such as the stormwater treatment facilities, storm drain collection system, common area landscape and irrigation, street lighting and weed abatement of natural slope areas, all as described in the original Engineer's Report approved by the Council on March 20, 2012.

NOTICE

This notice informs you, as a real property owner within the Diablo Estates at Clayton Benefit Assessment District that on June 6, 2023, the City of Clayton City Council adopted a Council Resolution approving the Engineer's Report for Fiscal Year 2023/24, declaring its intent to levy assessments for Fiscal Year 2023/24 and setting a public hearing on the issue of the proposed assessments:

**PUBLIC HEARING: 7:00 p.m. July 18, 2023
City Council Regular Meeting
Hoyer Hall (Library Bldg), 6125 Clayton Road, Clayton, CA**

Assessment Information

1. The total proposed District assessment for the fiscal year beginning on July 1, 2023 and ending June 30, 2024 is \$93,711.36.
2. **Proposed maximum assessment rate per parcel:** The Fiscal Year 2023-24 maximum assessment rate per parcel is proposed to be \$4,239.80 which includes a 4% increase over the existing Fiscal Year 2022-23 maximum assessment rate of \$4,076.73 per year. The maximum assessment rate increase is in accordance with the annual adjustment by the applicable Consumer Price Index (April 2022 – April 2023; San Francisco- Oakland- Hayward, CA – All Urban Consumers) (the "CPI"), as authorized by the property owner balloting in 2012. However, the City has elected to levy below the Fiscal Year 2023-24 maximum assessment rate in an amount equal to \$3,904.64 in Fiscal Year 2023-24, which is the same amount that was levied in Fiscal Year 2022-23.
3. **Duration of assessment:** The assessment will be levied annually at the rate proposed above and collected via one's property tax bill in Fiscal Year 2023/24. The maximum annual assessment rate may only be increased (other than the authorized allowable annual CPI increase described above) in the future by approval of a majority of the property owners.
4. Comments and protests may be submitted to the city prior to or at the public hearing.
5. **Engineer's Report:** Attached is a copy of the approved Engineer's Report for Fiscal Year 2023/24.

Questions

If any questions arise regarding the proposed real property assessments for Fiscal Year 2023-24, please contact Clayton City Engineer Larry Theis. He may be contacted at (925) 890-9732 and at larryt@claytonca.gov.



Diablo Estates at Clayton Benefit Assessment District

Fiscal Year 2023-24 Final Engineer's Report

July 18, 2023

Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities

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| Appendix A – Assessment Roll | |

**ENGINEER'S REPORT
CITY OF CLAYTON
DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT
FISCAL YEAR 2023-24**

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Clayton City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Benefit Assessment Act of 1982 of the California Government Code being Section 54716 et. Seq (the "1982 Act"), and complies with the annual provisions outlined in the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: 06/19/2023

By: _____


Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

In 2012, at the request of Toll Brothers, the developer of the Diablo Estates at Clayton project (Subdivision 8719), property owners were noticed and balloted, and the property owners supported the formation of an assessment district and the City Council approved the formation with Resolution No. 04-2012.

The purpose of forming the Diablo Estates at Clayton Benefit Assessment District (the "District") is to levy and collect special assessments annually to fund the maintenance and operation of landscaping, street lighting, drainage and stormwater treatment improvements that are of benefit to the properties in the Diablo Estates at Clayton subdivision.

The District is approximately 19-acres and is generally southeast of Regency Drive, northeast of Rialto Drive, and along Seminary Ridge Place. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

The District was formed under the Benefit Assessment Act of 1982 (Section 54703 et seq. of the California Government Code), and was intended to comply with the annual provisions outlined in the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the Streets and Highways Code). While the Benefit Assessment Act of 1982 does not require further action annually to levy and collect assessments, the Landscaping and Lighting Act of 1972 requires the annual preparation of an Engineer's Report and Council approval to levy and collect assessments.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF CLAYTON DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FISCAL YEAR 2023-24

Pursuant to the Benefit Assessment Act of 1982 (Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and in compliance with the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Clayton Diablo Estates at Clayton Benefit Assessment District (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Clayton and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2023-24, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Clayton.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Clayton.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Clayton and is incorporated in this Report. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the District, and the costs thereof paid from the levy of annual assessments, provides special benefit to Assessor Parcels within the District. The work, services, and improvements maintained and funded by the District are generally described as follows:

Maintenance and servicing of public improvements, including but not limited to, storm drain systems, landscape and lighting and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property in the District that is owned or maintained by the City of Clayton.

As applied herein, the term “maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing, of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, health, and beauty of landscaping, including cultivation, irrigation, trimming spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; the cleaning and replacement of storm drain pipes, drop inlets, catch basins and manholes.

“Servicing” means the cost of maintaining any facility used to provide any service, the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, or the maintenance of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City’s Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows estimates of reserves and the projected fund balances based upon the estimated expenditures and assessment revenue.

| City of Clayton Diablo Estates at Clayton Benefit Assessment District | |
|--|---------------------|
| Fiscal Year 2023-24 Cost Estimate | |
| Projected Beginning Fund Balance (7/1/2023) | \$293,646.00 |
| Projected Revenues | |
| Assessment Revenues | \$93,711.36 |
| Interest Earnings | <u>\$2,300.00</u> |
| Total Projected Revenues | \$96,011.36 |
| Estimate of Expenditures | |
| Administrative/Management Costs | \$15,000.00 |
| PG&E Service | \$650.00 |
| Water Service | \$7,000.00 |
| Legal Notices | \$100.00 |
| Property Tax and County Collection Fees | \$300.00 |
| Engineering/Inspection Service | \$500.00 |
| Weed Abatement Services | \$11,000.00 |
| Other Professional Services | <u>\$30,000.00</u> |
| Total Estimate of Expenditures | \$64,550.00 |
| Estimate of Reserves | |
| Operating Reserves ¹ | \$32,275.00 |
| Capital Reserves | <u>\$292,832.36</u> |
| Total Estimate of Reserves | \$325,107.36 |
| Projected Surplus Ending Fund Balance (6/30/2024) | \$0.00 |

¹Operating Reserves are estimated to be 50% of the annual expenditures.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when and if improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

A summary of the improvements initially constructed that may require replacement at the end of their useful life, an estimate of the cost for each improvement, an estimate of the service life of each improvement, and the targeted annual collection amount for each improvement follows:

| Item | Quantity | Unit | Unit Cost | Total Cost Estimate | Estimate of Service Life (Years) | Target Annual Collection Amount |
|-------------------------------|----------|------|-----------|---------------------|----------------------------------|---------------------------------|
| Tree Replacement | 33 | EA | \$285 | \$9,405 | 40 | \$235 |
| Entry Monument Replacement | 1 | EA | \$4,000 | \$4,000 | 25 | \$160 |
| V-Ditch Repair/Replacement | 2,038 | LF | \$50 | \$101,900 | 25 | \$4,076 |
| Vortsentry Replacement | 1 | EA | \$100,000 | \$100,000 | 100 | \$1,000 |
| Stormwater Basin Replacement* | 48 | EA | \$2,000 | \$96,000 | 10 | \$9,600 |
| CB/MH/SD Pipe Replacement | 1 | LS | \$79,000 | \$79,000 | 100 | \$790 |
| General | - | - | - | - | - | \$2,000 |
| Total | | | | \$390,305 | | \$17,861 |

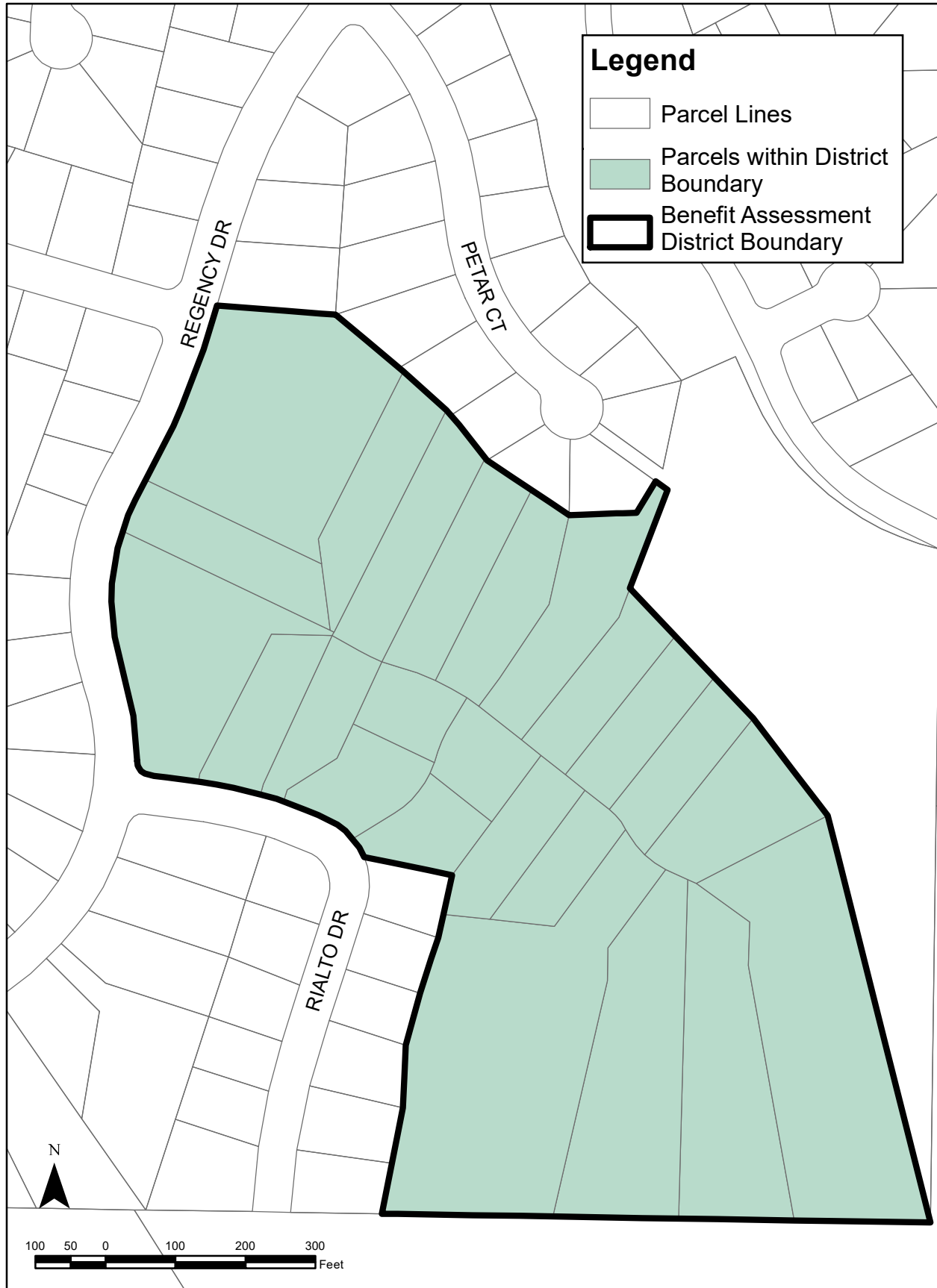
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Clayton Diablo Estates at Clayton Benefit Assessment District



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements and property related services which include the construction, maintenance and servicing of drainage, flood control, street lighting, streets, roadways, and appurtenant facilities. Section 54711 of the 1982 Act further requires that the cost of these improvements be levied according to benefit conferred upon properties rather than assessed value. This Section states:

“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service.”

In addition, the 1982 Act permits the designation of zones or areas of benefit within any individual assessment district. Thus, the 1982 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIID, Section 4(a) of the California Constitution (also known as Proposition 218, approved by the California voters in November 1996) limits the amount of any assessment to the proportional special benefit conferred on the property.

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Article XIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

Discussion of Benefit

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District that are over and above the general benefits conferred to property or the public at large. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's storm drain system, streets and sidewalks, corridor landscaping, lighting, or a property owner's specific demographic status. With reference to the requirements for assessments the following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the installation, maintenance, and servicing of the improvements to be provided with the assessment proceeds. These categories of special benefit are derived in part from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from the installation, maintenance, and servicing of improvements such as those proposed by the District. These types of special benefit are summarized as follows:

- Creation of individual lots for residential use that, in absence of the services and improvements to be funded by the assessments, would not be created.
- Improved utility and usability of property.
- Improved safety and security lighting for property.
- Enhanced visual experience, and desirability of the area.
- Protection of views, scenery and other resources, values and environmental benefits enjoyed by residents and guests and preservation of public assets maintained by the City.
- Moderation of temperatures, dust control, and other environmental benefits.

These benefits when conferred to property in the District, specifically increase the utility of the property within the District. For example, the assessments will provide funding to maintain lighting that improves safety and access to the property after dark and landscaping that provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties. Moreover, funding for the maintenance and servicing of such public facilities is a condition of development of Diablo Estates at Clayton that is needed to mitigate the negative impacts of this development on the City. Without the District, this condition of development would not have been satisfied, which may have affected the approval of new homes on the property. This is another special benefit to the properties in the District.

General versus Special Benefit

The proceeds from the District would be used to fund improvements and increased levels of maintenance to the public facilities that serve and benefit the properties in the District. In the absence of the District, such improvements would not be properly maintained. Therefore, the District is specifically proposed to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that landscaping and street lighting within and adjacent to the District are functional, well maintained, clean and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the properties within the District.

In absence of the assessments, a condition of development would not have been met and home construction in the District may have been denied. The creation of residential lots and the approval for the construction of homes in Diablo Estates at Clayton is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Moreover, benefits to the public at large, if any, will be offset by benefits residents within the District receive from the use of other similar public facilities not funded by the District. Therefore, the assessments solely provide special benefit to property in the District (100% special benefit) over and above the general benefits conferred to the public at large or properties outside the District.

Method of Assessment

This process of apportioning assessments for each property involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalent dwelling units (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent unit or one SFE.

Assessment Apportionment

The proposed improvements and services provide direct and special benefit to properties in the District. Diablo Estates at Clayton is a residential single family development project consisting of a total of 24 single family homes, each on a separate parcel. As such, each residential property receives similar benefit from the proposed Improvements. Therefore, the Engineer at the time of formation determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit or single family residence basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. In other words, developed parcels and vacant parcels with proposed development will be assessed 1 SFE.

It was recognized that the cost of maintaining the District improvements and providing services would increase slightly each year because of inflation. For this reason, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation. Therefore, the maximum annual assessment rate may be increased annually in an amount tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each succeeding year, with the maximum annual increase not to exceed 4%. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

The change in the CPI from April 2022 to April 2023 was 4.19%. Since the change in CPI is above 4.00%, the amount greater than 4.00% (0.19%) will be added to the Unused CPI balance. The remaining Unused CPI balance was 1.00% last year. With the addition of the amount greater than 4.00% (0.19%), the current remaining Unused CPI balance is now 1.19%.

Therefore, the maximum assessment rate for Fiscal Year 2023-24 of \$4,239.80 is increased by 4.00% over the maximum assessment rate for Fiscal Year 2022-23 which was \$4,076.73, which equates to \$163.07 per single-family equivalent benefit unit in Fiscal Year 2023-24. However, the City has elected to levy an amount less than the maximum assessment rate in Fiscal Year 2023-24. The same rate that was levied in Fiscal Year 2022-23 of \$3,904.64 will be levied in Fiscal Year 2023-24. Therefore, the applied rate will not increase over that which was levied in Fiscal Year 2022-23.

The assessments are listed on the Assessment Roll in Appendix A.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council of the City of Clayton and the decision of the City Council of the City of Clayton shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2023-24 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is shown in this Report as Appendix "A".

The total proposed assessment for Fiscal Year 2023-24 is \$93,711.36.

APPENDIX "A"
ASSESSMENT ROLL

**DIABLO ESTATES AT CLAYTON
BENEFIT ASSESSMENT DISTRICT**

**ASSESSMENT ROLL
FISCAL YEAR 2023-24**

| Assessor's Parcel Number | Property Address | Assessment Amount |
|---|-------------------------|------------------------------|
| 119-630-003 | 22 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-004 | 18 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-005 | 14 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-006 | 10 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-008 | 15 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-009 | 19 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-010 | 23 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-012 | 27 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-013 | 26 SEMINARY RIDGE PL | \$3,904.64 |
| 119-630-014 | 9 SEMINARY RIDGE PL | \$3,904.64 |
| 119-640-001 | 6 SEMINARY RIDGE PL | \$3,904.64 |
| 119-640-004 | 7 PROMONTORY PL | \$3,904.64 |
| 119-640-010 | 16 PROMONTORY PL | \$3,904.64 |
| 119-640-011 | 12 PROMONTORY DR | \$3,904.64 |
| 119-640-012 | 8 PROMONTORY PL | \$3,904.64 |
| 119-640-013 | 4 PROMONTORY PL | \$3,904.64 |
| 119-640-016 | 2 SEMINARY RIDGE PL | \$3,904.64 |
| 119-640-017 | 3 SEMINARY RIDGE PL | \$3,904.64 |
| 119-640-018 | 11 PROMONTORY PL | \$3,904.64 |
| 119-640-019 | 17 PROMONTORY PL | \$3,904.64 |
| 119-640-020 | 21 PROMONTORY PL | \$3,904.64 |
| 119-640-021 | 24 PROMONTORY PL | \$3,904.64 |
| 119-640-022 | 20 PROMONTORY PL | \$3,904.64 |
| 119-640-023 | 5 SEMINARY RIDGE PL | \$3,904.64 |
| Parcel Count: 24 | | \$93,711.36 |



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dana Ayers, AICP, Community Development Director

DATE: July 18, 2023

SUBJECT: Resolution Adopting the 2022 East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Mitigation Fee Audit and Nexus Study and Update of the East Contra Costa County HCP/NCCP Mitigation Fees, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Staff recommends that the City Council conduct the public hearing to accept testimony, close the public hearing, and after closing the public hearing and deliberating, adopt the attached Resolution: 1) adopting the 2022 East Contra Costa County HCP/NCCP Mitigation Fee Audit and Nexus Study ("2022 Fee Study") dated February 2023, that supports changes to the East Contra Costa County HCP/NCCP development fee and wetland mitigation fee in accordance with section 9.3.1 of the HCP/NCCP (see "Periodic Audit and Adjustment of Mitigation Fees"); 2) updating the HCP/NCCP development fee and wetland mitigation fee authorized in Clayton Municipal Code section 16.55.060, in accordance with the findings and conclusions of the 2022 Fee Study; and 3) finding the action to be exempt from the California Environmental Quality Act (CEQA) as an administrative action under the HCP/NCCP.

BACKGROUND

The HCP/NCCP presents a regionally-coordinated approach to permitting, conservation and protection of sensitive species, their habitats, and other unique natural resources in eastern Contra Costa County. The main element of the adopted HCP/NCCP conservation strategy is the creation of a Preserve System that would preserve approximately 23,800 acres of species habitat land with the "initial urban development area" depicted in Figure 2-3 of the HCP/NCCP, or approximately 30,300 acres of species habitat land under the "maximum urban development area."

By providing an opportunity for developers to conduct limited biological resources surveys, to pay fees or dedicate land according to a prescribed schedule and methodology, and to implement pre-defined avoidance measures, the HCP/NCCP creates a more streamlined alternative to project-by-project mitigation of the impacts of development on sensitive species and natural resources. Fees paid or land dedicated to the HCP/NCCP Conservancy (the oversight agency for the HCP/NCCP) are then used by the Conservancy to acquire and establish preservation areas or to construct restoration projects in East Contra Costa County. The Preserve System created by the HCP/NCCP is a more efficient “wholesale” means to mitigating biological resources impacts of development, in that it allows for establishment of large restoration and preservation areas with greater environmental value, as opposed to scattered and disconnected mitigation projects that could result from permitting on a project-by-project basis.

On December 19, 2006, the Clayton City Council adopted findings as a responsible agency related to the Environmental Impact Report (EIR) for the HCP/NCCP and approved the HCP/NCCP. On February 20, 2007, the City Council approved an Implementing Agreement for the HCP/NCCP and a Joint Exercise of Powers Agreement creating the HCP/NCCP Conservancy.

On November 6, 2007, the City Council adopted Ordinance No. 412 amending Clayton Municipal Code (CMC) to add Chapter 16.55, Habitat Conservation Plan Implementation. CMC section 16.55.060, HCP/NCCP Implementation and Administration Fees, authorizes the City to impose a Development Fee, a Wetland Mitigation Fee, and an HCP/NCCP Administration Fee on certain development projects to which the Ordinance is applicable, as specified in CMC section 16.55.020, Applicability. CMC section 16.55.060 authorizes the City Council to establish and to amend the fees from time to time, by resolution. On the same date that the Council adopted Ordinance No. 412, the City Council adopted Resolution No. 48-2007 adopting and establishing the Development Fee, Wetland Mitigation Fee and HCP/NCCP Administration Fee based on the comprehensive studies that had been prepared for the adopted HCP/NCCP.

DISCUSSION

The HCP/NCCP and Section 4.D of Resolution No. 48-2007 require automatic annual adjustments to the Development Fee and Wetland Mitigation Fee based on economic indices. The HCP/NCCP requires more comprehensive, periodic audits in years 3, 6, 10, 15, 20 and 25 of the HCP/NCCP’s implementation to assess whether actual costs to implement the HCP/NCCP over time require a different adjustment of the fees. The fee audit for year 10 occurred in 2017 but was subject to litigation that was not settled until January 2021. Subsequently, on February 22, 2021, the HCP/NCCP Conservancy Governing Board adopted the 2017 Mitigation Fee Audit and Nexus Study (see Attachment 2). The HCP/NCCP’s participating jurisdictions followed with respective adoptions of the fees in fall 2021. The Clayton City Council adopted the updated fees based on the year 10 audit on October 5, 2021, with adoption of Resolution No. 56-2021.

The Conservancy hired an outside, independent financial auditor to conduct a fee analysis for year 15 of the Plan. That analysis, the 2022 Fee Study, was prepared to comply with the

requirement of a fully funded mitigation strategy that would achieve the goals of the HCP/NCCP, and it provides a revised fee schedule based on updated cost data. In February 2023, the Conservancy adopted the 2022 Fee Study and the updated fee schedule based on the 2022 Fee Study. Each of the East Contra Costa County HCP/NCCP's participating agencies—the cities of Brentwood, Clayton, Oakley and Pittsburg, and Contra Costa County for unincorporated East County lands—must now take action to adopt the year 2022 Fee Study and the updated fees based on the findings and conclusions of the audit.

A comparison of the current fees to the proposed adjusted fees based on the 2022 Fee Study is summarized in the following Table 1. As reflected in the last column of the table, all fees would increase, but none by more than 3 percent. It is further noted that mitigation fees are automatically adjusted annually on March 15, based on the Consumer Price Index (CPI) and the Home Price Index (HPI) using a formula in the HCP/NCCP. The fees calculated in the mitigation fee audit and nexus study dated February 2023 are for 2022. Those amounts have further been updated in the table to incorporate the annual fee adjustments that occurred to the fees in March 2023.

Table 1: Recommended Mitigation Fee Schedule Based on 2022 Fee Study

| Land Cover | Fee Basis | Current 2023 Feet | Updated 2023 Fee Based on 2022 Fee Study | Change from Current 2023 Fee |
|-------------------------------|------------------|--------------------------|---|-------------------------------------|
| Development Fee | | | | |
| Zone I | per acre | \$19,611.52 | \$19,871.91 | 1.31% |
| Zone II | per acre | \$39,223.04 | \$39,743.83 | 1.31% |
| Zone III | per acre | \$9,805.76 | \$9,935.96 | 1.31% |
| Wetland Mitigation Fee | | | | |
| Riparian Woodland/Scrub | per acre | \$110,667.08 | \$111,060.40 | 0.35% |
| Perennial Wetland | per acre | \$167,718.29 | \$170,908.06 | 1.87% |
| Seasonal Wetland | per acre | \$392,489.03 | \$401,479.18 | 2.24% |
| Alkali Wetland | per acre | \$396,778.59 | \$405,871.63 | 2.24% |
| Ponds | per acre | \$215,976.51 | \$221,421.23 | 2.46% |
| Aquatic (Open Water) | per acre | \$107,988.87 | \$110,711.14 | 2.46% |
| Slough/Channel | per acre | \$154,206.78 | \$156,815.09 | 1.66% |
| Streams (<=25 feet wide) | per linear foot | \$569.07 | \$580.00 | 1.88% |
| Streams (>25 feet wide) | per linear foot | \$854.23 | \$869.47 | 1.75% |

FISCAL IMPACTS

There would be no additional costs to the City as a result of this action. Adoption of the 2022 Fee Study and the proposed fee update will result in the City collecting additional Development Fees and Wetland Fees from developers to mitigate their projects' development impacts. The City will then convey the funds to the HCP/NCCP Conservancy to implement the HCP/NCCP, and the Conservancy can only use the funds conveyed for public facilities related to the conservation of covered species, as set forth in the HCP/NCCP and the proposed Resolution. The City would continue to collect an Administration Fee to cover City staff costs to manage implementation and compliance of the HCP/NCCP for the City. As established in the City's fee schedule currently in effect, the Administration Fee is staff time with \$1,000 deposit.

ATTACHMENTS

1. Resolution
2. 2022 Mitigation Fee Audit and Nexus Study, dated February 2023

RESOLUTION NO. -2023

**A RESOLUTION ADTOPING THE 2022 EAST CONTRA COSTA COUNTY HABITAT
CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION PLAN
(HCP/NCCP) MITIGATION FEE AUDIT AND NEXUS STUDY AND UPDATING THE
EAST CONTRA COSTA COUNTY HCP/NCCP MITIGATION FEES, AND FINDING
THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT**

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, the City Council has from time to time adopted ordinances and resolutions establishing and revising fees required to be paid by sponsors of new development within the City; and

WHEREAS, Clayton General Plan Goal 3 of the Land Use Element calls for preservation of the natural features, ecology, and scenic vistas of the Clayton area; and

WHEREAS, in October 2006, a Final East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the HCP/NCCP were released, copies of which are on file within the Clayton Community Development Department; and

WHEREAS, on November 8, 2006, the HCP Association (HCPA) Executive Governing Committee unanimously approved the final HCP/NCCP and the EIR/EIS as the lead agency and directed the HCPA staff to forward the documents to the plan participants for approval; and

WHEREAS, on December 19, 2006, the City Council adopted findings as a responsible agency related to the EIR for the HCP/NCCP and approved the East Contra Costa County HCP/NCCP; and

WHEREAS, the main element of the adopted HCP/NCCP conservation strategy is the creation of a Preserve System that would preserve approximately 23,800 acres of species habitat land with the initial urban development area, or approximately 30,300 acres of species habitat land under the maximum urban development area; and

WHEREAS, the HCP/NCCP conservation measures address the landscape-level, community (or habitat)-level, and species-level impacts, and the HCP/NCCP includes measures to address the following objectives: design of covered activities to avoid or minimize impacts on covered species and covered vegetation communities; preservation of covered vegetation communities; preservation of covered species populations and habitats; restoration of covered species habitat and vegetation

communities to compensate for direct and indirect impacts on specific species and vegetation communities; restoration of species habitat to contribute to the recovery of listed covered species and help prevent the listing of non-listed covered species, and management of preserves to maximize the functions of habitats for covered species; and

WHEREAS, by developing a plan that addresses natural resource issues comprehensively and proactively, the City would increase its control over local land use issues and benefit species and project proponents alike; and

WHEREAS, the final HCP/NCCP included a comprehensive analysis of the cost to implement the HCP/NCCP including program administration, land acquisition, habitat restoration/creation, preserve management; and environmental compliance; and

WHEREAS, on February 20, 2007, the City Council approved an Implementing Agreement for the HCP/NCCP and a Joint Exercise of Powers Agreement creating a Conservancy to act as the oversight agency for the HCP/NCCP; and

WHEREAS, on August 6, 2007, both the U.S Fish and Wildlife Service and California Department of Fish and Game approved the HCP/NCCP and issued regional permits to the local plan participants; and

WHEREAS, on October 16, 2007, the City Council held a public hearing on the proposed implementing ordinance and the authorization and establishment of related fees for the implementation of the HCP/NCCP; and

WHEREAS, on November 6, 2007, the City Council adopted Ordinance No. 412 amending Clayton Municipal Code (CMC) to add chapter 16.55, Habitat Conservation Plan Implementation; and

WHEREAS, CMC section 16.55.060, HCP/NCCP Implementation and Administration Fees, authorizes the City to impose a Development Fee, a Wetland Mitigation Fee, and an HCP/NCCP Administration Fee on certain development projects to which the Ordinance is applicable, as specified in CMC section 16.55.020, Applicability, and authorizes the City Council to establish and to amend the fees from time to time, by resolution; and

WHEREAS, on November 6, 2007, the City Council adopted Resolution No. 48-2007 adopting and establishing the Development Fee, Wetland Mitigation Fee and HCP/NCCP Administration Fee based on the comprehensive studies that had been prepared for the adopted HCP/NCCP; and

WHEREAS, the HCP/NCCP and section 4.D of Resolution No. 48-2007 require automatic annual adjustments to the Development Fee and Wetland Mitigation Fee based on economic indices, and the HCP/NCCP requires periodic audits in years 3, 6,

10, 15, 20 and 25 of the HCP/NCCP's implementation to assess whether changes in the cost to implement the HCP/NCCP over time require adjustment of the fees; and

WHEREAS, on February 27, 2023, the HCP Conservancy Governing Board adopted the 2022 East Contra Costa County HCP/NCCP Mitigation Fee Audit and Nexus Study ("2022 Fee Study"); and

WHEREAS, each of the participating agencies in the East Contra Costa County HCP/NCCP must now take action to adopt the 2022 Fee Study and its updated fees, as adjusted to include automatic annual adjustments that occurred in March 2023, to facilitate consistency in implementation of the HCP/NCCP across the participating agencies; and

WHEREAS, in accordance with Government Code sections 66016.5 and 66017(a), notice of the July 18, 2023, City Council public hearing to consider adoption of the 2022 Fee Study and the updated Development Fee and Wetland Mitigation Fee imposed pursuant to the East Contra Costa County HCP/NCCP, along with a web address to where the 2022 Fee Study was posted online, was mailed and emailed to local developers and interested parties on June 16, 2023; was posted at three public information boards in the City on June 19, 2023; and was published in the East County Times on June 26, 2023, and July 3, 2023; and the City made available at least 10 days prior to the July 18, 2023, public hearing the public data regarding the fee; and

WHEREAS, the City Council has reviewed and given consideration to all written material and spoken testimony presented before and during the hearing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Clayton, California, does hereby make the following findings and determinations:

SECTION 1. Affirmations

The City Council does hereby find and affirm the above noted Recitals are true and correct facts and information relative to the proceedings at hand.

SECTION 2. Findings

The City Council makes each of the following findings:

- A. The purpose of the habitat conservation mitigation fees is to help fund the HCP/NCCP conservation strategy, to mitigate the impacts of development on covered species, and to contribute to the recovery of those species in the plan area.
- B. The habitat conservation mitigation fees help implement General Plan Goal 3 of the Land Use Element of the Clayton General Plan and help to preserve the ability of affected property owners to make reasonable use of their land consistent with the

requirements of the National Environmental Policy Act, the California Environmental Quality Act, the Federal Endangered Species Act, the California Endangered Species Act, the California Natural Community Conservation Planning Act, and other applicable laws.

- C. Based on the 2022 Fee Study, and the HCP/NCCP and the data and analyses referenced therein, there is a reasonable relationship between the use of the HCP/NCCP implementation updated fees authorized by this Resolution and the type of development projects subject to the fees. The fees updated herein were adopted and are implemented by the City Council in reliance on the comprehensive studies that have been prepared for the HCP/NCCP. The updated Development Fee will be used to implement the HCP/NCCP by funding the acquisition of land, the enhancement and management of habitat and the other activities to mitigate for impacts to open space, habitat and covered species caused by affected Development Projects. The updated Wetland Mitigation Fee will be used to implement the HCP/NCCP by funding the restoration, creation and management Jurisdictional Wetlands and Waters and riparian woodland/scrub and other actions to mitigate for impacts to Jurisdictional Wetlands and Waters and riparian areas caused by Affected Development Projects. The HCP/NCCP implementation updated fees will not apply to all types of Development Projects; rather, it will only apply to those Development Projects that impact open space, habitat suitable for one or more covered species, Jurisdictional Wetlands and Waters or riparian areas. In this way, the HCP/NCCP implementation updated fees will be used only for purposes reasonably related to the types of development projects that will be subject to the updated fees.
- D. Based on the 2022 Mitigation Fee Audit and Nexus Study, the HCP/NCCP and the data and analyses referenced therein, there is a reasonable relationship between the need for the public activities and facilities including land acquisition, management, restoration, and habitat creation and enhancement to be funded by the HCP/NCCP implementation updated fees and the type of Development Projects on which the updated fees are imposed, in that the need for the activities and the facilities arise from the very development projects to which the fees will apply, that is, development projects of all types that disturb open space, habitat, Jurisdictional Wetlands and Waters or riparian areas.
- E. Based on the 2022 Mitigation Fee Audit and Nexus Study, and the HCP/NCCP and the data and analyses referenced therein, there is a reasonable relationship between the updated amounts of the HCP/NCCP implementation fees authorized by CMC chapter 16.55 and the cost of the public facilities or portion of the public facilities attributable to the development projects on which the updated fees will be imposed. The costs of the public facilities needed to mitigate cumulative impacts from development projects subject to the updated fees were estimated by projecting the extent of future development impacts, calculating the open space or habitat acreage to be acquired, managed, enhanced, restored and created to offset these impacts and estimating the overall costs of acquiring and preserving this acreage for

the 30-year term of the state and federal permits. The fees were then calculated based on these costs as follows:

1. The method of calculating the Development Fee amount for individual Affected Development Projects reflects the cost of the public facilities attributable to individual Affected Development Projects based on:
 - a. Area of the Affected Development Project, as the cost of acquiring sufficient open space or habitat land to mitigate for the impacts of a particular development project is directly proportional to the acreage of that project; and
 - b. Location of the Affected Development Project, as the need for the public facilities varies in proportion to the intrinsic habitat or open space value of the land impacted by the project. Thus, fees are tiered so that the highest fee amounts are imposed in Development Fee Zone II, deemed to have the highest intrinsic value per acre. A fee equal to 50 percent of the highest fee amount is imposed in Development Fee Zone I, deemed to have substantial but lower intrinsic value per acre, and a fee equal to 25 percent of the highest fee amount is required in Development Fee Zone III, deemed to have the lowest intrinsic value per acre.
2. The method of calculating the Wetland Mitigation Fee amount for individual Affected Development Projects reflects the cost of the public facilities attributable to those individual Affected Development Projects based on:
 - a. Type of Jurisdictional Wetlands and Waters and riparian woodland/scrub to be impacted by the Affected Development Project, as the type of Jurisdictional Wetlands and Waters and riparian woodland/scrub to be restored or created must effectively replace the type being impacted by the particular project. The cost of restoring or creating Jurisdictional Wetlands and Waters and riparian woodland/scrub depends on: 1) the specific construction tasks necessary to restore or create these areas; and 2) the different mitigation ratios applicable to the restoration or creation of various types of Jurisdictional Wetlands and Waters and riparian woodland/scrub, such ratios having been established in the HCP/NCCP to require relatively more restoration or creation of those types of Jurisdictional Wetlands and Waters and riparian woodland/scrub that have a higher habitat value and function for covered species and/or are more difficult to restore or create, and therefore must be restored or created in larger amounts to offset the anticipated failure of a portion of the acreage restored or created; and
 - b. Area of Jurisdictional Wetlands and Waters and riparian woodland/scrub to be impacted by the Affected Development Project, as the cost of restoring or creating Jurisdictional Wetlands and Waters and riparian woodland/scrub is directly proportional to the acreage being restored or created, which in turn is directly proportional to the acreage being impacted by the project.

- F. On December 19, 2006, prior to approving the HCP/NCCP implementing ordinance and fees on November 6, 2007, the City Council independently reviewed and considered the information contained in the Final EIS/EIR for the HCP/NCCP and adopted findings as a responsible agency related to the EIR. This update of the adopted schedule of fees is an administrative action that is not within the definition of a “project” pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5,) and is, therefore, exempt from CEQA.
- G. Future individual affected development projects subject to this resolution will require separate project-specific CEQA review.
- H. The HCP/NCCP, staff reports and the testimony establish:
1. That there is a reasonable relationship between the use of the updated fees and the type of development on which the updated fees are imposed; and
 2. That there is a reasonable relationship between the amount of the updated fees and the cost of purchasing habitat to protect species covered under the HCP/NCCP within the Clayton area; and

SECTION 3. Definitions

For purposes of this Resolution, the terms defined in chapter 16.55 of the Clayton Municipal Code are incorporated by reference herein.

SECTION 4. Implementation Fees Imposed

- A. Chapter 16.55 of the Clayton Municipal Code sets forth the requirements for certain development projects to pay the applicable HCP/NCCP implementation fees, the updated amounts of which are set forth herein.
- B. Development Fee.

1. The Development Fee shall be based on each parcel of land, or portion thereof, permanently disturbed and is set as follows:

| <u>Location of Affected Development Project</u> | <u>Development Fee</u> |
|---|------------------------|
| Development Fee Zone I | \$19,871.91 per acre |
| Development Fee Zone II | \$39,743.83 per acre |
| Development Fee Zone III | \$9,935.96 per acre |

2. The Development Fee Zones are set forth in Exhibit A.

- C. Wetland Mitigation Fee. The Wetland Mitigation Fee is set forth in Exhibit B.

D. The Development Fee and Wetland Mitigation Fee shall on March 15 of each year be automatically adjusted as follows:

1. The Development Fee shall be adjusted as provided in Exhibit C and based on the formula in Exhibit D, as explained in chapter 9.3.1 of the HCP/NCCP. As shown in Exhibit C and Exhibit D, both of which are incorporated herein by reference, one portion of the Development Fee's amounts in effect before March 15 of each year shall be increased or decreased by the same percentage as the percentage of increase or decrease in the Office of Federal Housing Finance Agency Annual Home Price Index for the Oakland-Berkeley-Livermore, California Metropolitan Division for the prior calendar year. The remaining portion of the Development Fee's amounts shall be increased or decreased by the same percentage as the percentage of increase or decrease in the Consumer Price Index for the San Francisco-Oakland-Fremont Combined Statistical Area (U.S. Bureau of Labor Statistics) for prior calendar year.
2. The Wetland Mitigation Fee shall be adjusted as provided in Exhibit C. As shown in Exhibit C, the Wetland Mitigation Fee's amounts in effect before March 15 of each year shall be increased or decreased by the same percentage as the percentage of increase or decrease in the Consumer Price Index for the San Francisco-Oakland-Fremont Combined Statistical Area (U.S. Bureau of Labor Statistics) for the prior calendar year.

SECTION 5. Effective Date of Fee

The fees provided in this Resolution shall be effective on September 16, 2023, or 60 days after the adoption of this Resolution.

SECTION 6. Severability

All portions of this Resolution are severable. Should any provision of this Resolution be judged to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to the portion that has been judged to be invalid.

(Remainder of page intentionally left blank).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting thereof held on _____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Janet Calderon, City Clerk

EXHIBIT A **Development Fee Zones --- Clayton Area**

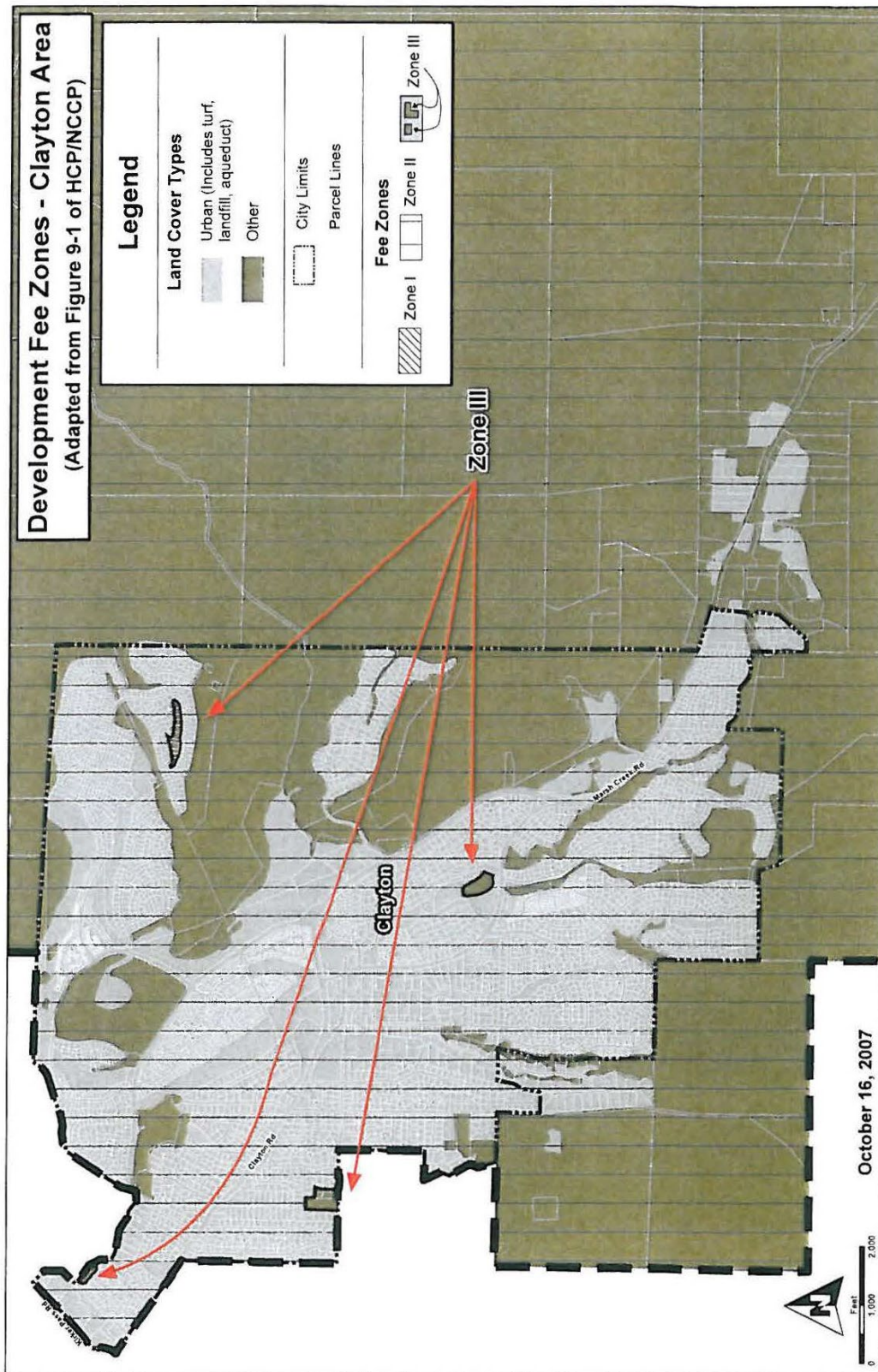


EXHIBIT B

Wetland Mitigation Fee and Acreage Determination Methods

(Adapted from Table 9-5 of the HCP/NCCP to reflect the fee amounts applicable after the effective date of this Resolution)

| Land Cover Type | Fee per unit of Impact | Method for Determining Fee Boundary |
|--|------------------------|--|
| Riparian woodland/scrub | \$111,060.40 / acre | Limit of tree or shrub canopy (drip line) |
| Perennial wetland | \$170,908.06 / acre | Jurisdictional wetland boundary of state or federal government ¹ , whichever is greater |
| Seasonal wetland | \$401,479.18 / acre | Same as above |
| Alkali wetland | \$405,871.63 / acre | Same as above |
| Ponds | \$221,421.23 / acre | Jurisdictional waters boundary of state or federal government ¹ , whichever is greater |
| Aquatic (open water) | \$110,711.14 / acre | Wetted area during normal rainfall year or jurisdictional waters boundary, whichever is greater |
| Slough/channel | \$156,815.09 / acre | Area of impact within banks |
| Streams | | |
| Streams 25 feet wide or less | \$580.00 / linear foot | Stream length measured along stream centerline. Stream width measured between top of bank. |
| Streams greater than 25 feet wide ² | \$869.47/ linear foot | Stream length measured along stream centerline. Stream width measured between top of bank. |

1. Using methods for determining state and federal jurisdictional wetlands and waters at the time of HCP/NCCP approval.
2. Impact fee for wider streams is 1.5 times the base stream fee to account for higher construction costs on wider streams.

EXHIBIT C

Fee Adjustment Indices

(Adapted from Table 9-7 of the HCP/NCCP to reflect the fee adjustment procedures applicable after the effective date of this Resolution)

| Fee | Annual Adjustment Index ¹ | Average Annual Rate (2006-2022) Example |
|--|---|---|
| Development Fee | | |
| Portion for Land Acquisition ² (62.52 % initially ³) | Change in the annual Home Price Index (HPI) for the Oakland-Berkeley-Livermore, CA Metropolitan Division (MSAD) for the prior calendar year (Office of Federal Housing Finance Agency) ⁴ | 3.85% |
| Portion for Preserve System Operation, Restoration, and Maintenance (37.48% initially ³) | Change in the Consumer Price Index for the San Francisco-Oakland-Fremont Combined Statistical Area for all urban consumers for the prior calendar year (U.S. Bureau of Labor Statistics) ⁵ | 2.87% |
| Wetland Mitigation Fee | Change in the Consumer Price Index for the San Francisco-Oakland-Fremont Combined Statistical Area for all urban consumers for the prior calendar year (U.S. Bureau of Labor Statistics) ⁵ | 2.87% |

Notes:

- ¹ HCP/NCCP fees to be adjusted automatically by March 15 of every year based on the indices for the prior calendar year. See Appendix G of the HCP/NCCP for more details on methodology and sources.
- ² Direct land acquisition costs only. Excludes costs associated with land transaction, site improvements, and due diligence (e.g., pre-acquisition surveys).
- ³ The portion of the Development Fee that will be adjusted according to the HPI and CPI will vary over time. For the first annual automatic adjustment following the effective date of this Resolution, 59.53 percent of the initial fees will be adjusted according to the HPI and 40.47 percent will be adjusted according to the CPI. The apportionment in subsequent years will depend on the relative values of the indices, in accordance with the formula provided in Exhibit E.
- ⁴ See <https://www.fhfa.gov/DataTools/Downloads/Pages/House-Price-Index-Datasets.aspx#atvolData>. Data for the prior calendar year are published in March. To calculate automatic adjustments, the change in the HPI for the prior calendar year will be used.
- ⁵ Consumer Price Index, All Items, with base data year of 1982-1984 (i.e., 1982-1984 = 100), for all urban consumers (CPI-U), not seasonally adjusted. See http://www.bls.gov/eag/eag.ca_sanfrancisco_msa.htm

EXHIBIT D

Automatic Development Fee Increase Formula

(Adapted from Table 9-7 of the HCP/NCCP to reflect the fee adjustment procedures applicable after the effective date of this Resolution)

$$\text{Fee}_n = [[L_{n-1} * (\text{HPI}_{n-1}/\text{HPI}_{n-2})] + [(S_{n-1} * (\text{CPI}_{n-1}/\text{CPI}_{n-2}))] * Z$$

Where:

n = year of HCP/NCCP Implementation [year 1 ($n=1$) is 2007, the calendar year in which the HCP/NCCP implementation ordinance was adopted; year 2 ($n = 2$) is 2008; etc. Year 0 ($n=0$) is 2006. Year 17 ($n=17$) is 2023.]

Fee_n = Development Fee for year n (the Development Fee for year n applies from March 15 of year n through March 14 of the following year)

Fee_{15} = \$39,743.83 for Zone II; \$19,871.91 for Zone I; and \$9,935.96 for Zone III

L_n = $[L_{n-1} * (\text{HPI}_{n-1}/\text{HPI}_{n-2})] * Z$

L_{n-1} = Land acquisition portion of development fee for the year prior to year n

L_{17} = 59.53% of \$39,743.83 = \$23,659.15

HPI_{n-1} = Home Price Index (HPI) for the Oakland-Berkeley-Livermore, CA Metropolitan Division (MSAD) at the end of the calendar year prior to year n as published by the Office of Federal Housing Finance Agency

S_n = $[S_{n-1} * (\text{CPI}_{n-1}/\text{CPI}_{n-2})] * Z$

S_{n-1} = Non-land acquisition portion of development fee for the year prior to year n

S_{17} = 40.47% of \$39,743.83 = \$16,084.67

CPI_{n-1} = Consumer Price Index for the San Francisco-Oakland-Fremont Combined Statistical Area for all urban consumers at the end of the calendar year prior to year n as published by the U.S. Bureau of Labor Statistics

Z = Fee zone factor (based on which fee zone the project is in [see Figure 9-1 in the HCP]). The fee zone factors for the three zones are as follows:

$Z = 1$ for Zone II, the Natural Lands Zone

$Z = 0.5$ for Zone I, the agricultural lands zone

$Z = 0.25$ for Zone III, the infill zone

EAST CONTRA COSTA COUNTY HCP / NCCP MITIGATION FEE AUDIT AND NEXUS STUDY

Prepared For:

East Contra Costa County Habitat Conservancy

Prepared By:

Robert D. Spencer, Urban Economics

Sally E. Nielsen, Insight Data and Economic Analysis

February 2023



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EXECUTIVE SUMMARY

The purpose of this report is to present the findings, conclusions, and recommendations of an audit of mitigation fees that partially fund the [*East Contra Costa Habitat Conservation Plan and Natural Community Conservation Plan*](#) (HCP/NCCP or Plan). The purpose of this audit is to fulfill the requirements of the periodic audit requirements of the Plan. The audit also provides the basis for findings required by the Mitigation Fee Act (MFA) related to the mandatory five-year review and any action establishing, increasing, or imposing a fee (commonly referred to as a “nexus analysis”).

Revenue sources to fund estimated HCP/NCCP costs during the 30-year permit term include four types of mitigation fees:

- ♦ Development fee
- ♦ Rural road fee
- ♦ Wetland mitigation fee
- ♦ Temporary impact fee.

Covered activities that cause permanent impacts to habitat pay the development fee (except rural transportation projects, see below). If the impact is to one of several wetland land cover types, then the wetland mitigation fee applies in addition to the development fee.

The rural road fee is a multiple of the development fee and applies to 18 identified rural transportation projects in the Plan. Covered activities that temporarily disturb habitat pay the temporary impact fee.

Table E.1 summarizes how the four types of mitigation fees are applied to covered activities based on the type of impact.

Table E.1: Mitigation Fees

| Type of Impact | Mitigation Fee | Applicability |
|----------------|------------------------|--|
| Permanent | Development fee | All permanent impacts except those subject to the rural road fee. |
| | Rural road fee | Permanent impacts from rural road projects specifically identified in Table 9-6 of the Plan. |
| | Wetland mitigation fee | Permanent impacts to wetland land cover types and streams, paid in addition to applicable development or rural road fee. |
| Temporary | Temporary impact fee | All temporary impacts and based on the associated development, rural road, or wetland mitigation fee adjusted for the length (in time) of the temporary impact and recovery. |

Funding for post-permit term costs in perpetuity is required by the HCP/NCCP. The Plan allowed this cost obligation to be deferred until year 15 of implementation, or when half of the impacts allowed under the permits occur, whichever comes first. The prior audit completed in 2017 included estimates for an endowment to fund post-permit term costs. The endowment was established with the Regional Parks Foundation in 2020, year 13 of Plan implementation.

This audit like prior audits assumes that all development impacts allowed under the permits will occur by the end of the 30-year permit term in 2037. This approach is necessary to align funding sources to meet mitigation and conservation goals under the Plan, and to ensure sufficient funding for an endowment by the end of the permit term.

A significant finding of this audit is that only a minority of total development impacts allowed under the permits are likely to occur by the end of the 30-year permit term in 2037. This finding suggests that an extension to the permit term should be considered to align the term more closely with the timing of development impacts.

The audit was completed based on data through fiscal year 2021 so the calculated mitigation fees are comparable to the 2022 fee schedule. The audit results for the development fee are shown in **Table E.2**. The development fee is also the basis for the rural road and temporary impact fees so the same trends would apply to those fees as well.

Table E.2: Development Fee Comparison

| Zone | 2022 Fee Schedule | 2022 Audit | Change |
|--------|-------------------|------------|--------|
| Zone 1 | \$18,938 | \$19,170 | 1.2% |
| Zone 2 | \$37,876 | \$38,340 | 1.2% |
| Zone 3 | \$9,469 | \$9,585 | 1.2% |

Sources: Table 6.3.

The adjustment to the 2022 fee schedule is minor (1.2 percent). This indicates that the annual inflation adjustment process (since the prior 2017 audit) has been effective tracking the fee with changes in Plan costs. The fee includes necessary funding for the endowment.

The audit results for the wetland mitigation fees are shown in **Table E.3**. The wetland mitigation fees are also the basis for the wetland mitigation component of the temporary fee so the same trends would apply to the wetland component of that fee as well.

As shown in the table, the increase in the fee because of the audit is between 0.4 percent and 2.5 percent compared to the current fee, depending on the land cover type.

Table E.3: Wetland Mitigation Fee Comparison

| Land Cover Type | Fee Basis | 2022 Fee Schedule | 2022 Audit | Change |
|-------------------------|------------------|--------------------------|-------------------|---------------|
| Riparian | per acre | \$105,516 | \$105,891 | 0.4% |
| Perennial Wetland | per acre | \$159,912 | \$162,953 | 1.9% |
| Seasonal Wetland | per acre | \$374,220 | \$382,792 | 2.3% |
| Alkali Wetland | per acre | \$378,310 | \$386,980 | 2.3% |
| Pond | per acre | \$205,924 | \$211,115 | 2.5% |
| Aquatic (open water) | per acre | \$102,962 | \$105,558 | 2.5% |
| Slough / Channel | per acre | \$147,029 | \$149,516 | 1.7% |
| Streams (<=25 ft. wide) | per linear foot | \$543 | \$553 | 1.8% |
| Streams (>25 ft. wide) | per linear foot | \$814 | \$829 | 1.8% |

Sources: Table 5.2.

1. INTRODUCTION

The purpose of this report is to present the findings, conclusions, and recommendations of an audit of mitigation fees that partially fund the [*East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan*](#) (HCP/NCCP or Plan). This introduction provides background on the Plan and the Mitigation Fee Act (MFA), the state enabling statute for mitigation fees. This chapter also describes the purpose and scope of this audit and explains the general approach taken to complete the audit.

Background

The HCP/NCCP was completed in 2006 after an extensive planning process initiated in 1999 that built on prior efforts begun in 1995.¹ The HCP/NCCP enables the protection of natural resources in east Contra Costa County while streamlining the environmental permitting process for impacts on endangered species covered by the Plan. Adoption of the Plan allowed state and federal wildlife agencies to issue various permits for a 30-year term (the permits). These permits allow the incidental take of endangered species by the projects and activities of the permittees under the Plan.² Covered activities include all ground- or habitat-disturbing activities within the Plan's urban development area (UDA), and other specifically named projects. These include, for example, urban development projects, public infrastructure projects, and ongoing infrastructure maintenance activities.

Implementation of the Plan preserves specified natural lands in eastern Contra Costa County in perpetuity (the Preserve System) to mitigate the impacts of covered activities on endangered species and contribute to their recovery.

The five local agencies responsible for implementing portions of the Plan that relate to the development entitlement process are the County of Contra Costa and the cities of Brentwood, Clayton, Oakley, and Pittsburg. The City of Antioch chose not to participate in the Plan. These five participating local agencies formed a joint powers authority (JPA) known as the East Contra Costa County Habitat Conservancy (the Conservancy) to perform the many implementation duties assigned to the "Implementing Entity" by the Plan.

¹ HCP/NCCP, Chapter 1, pp. 1-1 to 1-2.

² The permittees include Contra Costa County, the cities of Brentwood, Clayton, Oakley, and Pittsburg, the East Bay Regional Park District, the Contra Costa County Flood Control And Water Conservation District, and the East Contra Costa County Habitat Conservancy.

In late 2006 and through 2007 the local agencies formed the JPA, the Conservancy, permittees, and wildlife agencies executed the Implementing Agreement, and the wildlife agencies issued the permits. The local agencies and the Conservancy began collecting mitigation fees in 2008. The first full year of implementation was 2008. The Conservancy's fiscal year (FY) is from January 1 to December 31.

Consistent with the financial planning presented in Chapter 9 of the HCP/NCCP, 2007 is year 0, 2008 is year 1, and the permit term would end in 2037, year 30. This audit is conducted in 2022 (year 15) as required by the Plan and is based on data through FY 2021 (year 14). The next audit required by the Plan is in 2027 (year 20).

HCP/NCCP Mitigation Fees

Revenue sources to fund estimated HCP/NCCP costs during the 30-year permit term include four types of mitigation fees:

- ♦ Development fee
- ♦ Rural road fee
- ♦ Wetland mitigation fee
- ♦ Temporary impact fee.

The type of mitigation fee paid by a covered activity depends on fee zone, land cover type affected, and type of impact ("impact" and "covered activity" are used interchangeably in this report). Most covered activities occur within the UDA. The UDA is defined as (1) the County of Contra Costa urban limit line, or (2) the boundaries of the four cities implementing the Plan, whichever is larger.³

Applicants can dedicate land for the Preserve System or generate alternative special taxes, fees, or charges in lieu of paying a portion of the full development fee, subject to approval by the Conservancy.

Covered activities that cause permanent impacts to habitat pay the development fee (except rural road projects, see below). If the impact is to wetland land cover types, then the wetland mitigation fee applies in addition to the development fee. This additional fee applies because of the greater mitigation requirements (restoration and creation) associated with wetland impacts.

The Plan includes a separate rural road fee based on a multiple of the development fee for specifically-identified rural transportation projects in the Plan. These projects generally have a greater per-acre impact than other types of development projects.

³ HCP/NCCP, Chapter 2, pp. 2-16 to 2-18, Figure 2-3. Excludes City of Antioch that is not covered under the Plan.

Covered activities that temporarily disturb habitat pay the temporary impact fee. The fee is calculated based on the permanent fee that otherwise would apply (development, rural road, or wetland) adjusted for the length of time of the temporary impact and its recovery.

Table 1.1 summarizes how the four types of mitigation fees are applied to covered activities based on the type of impact.

Table 1.1: Mitigation Fees

| Type of Impact | Mitigation Fee | Applicability |
|------------------|------------------------|--|
| Permanent | Development fee | All permanent impacts except those subject to the rural road fee. |
| | Rural road fee | Permanent impacts from rural road projects specifically identified in Table 9-6 of the Plan. |
| | Wetland mitigation fee | Permanent impacts to wetland land cover types and streams, paid in addition to applicable development or rural road fee. |
| Temporary | Temporary impact fee | All temporary impacts and based on the associated development, rural road, or wetland mitigation fee adjusted for the length (in time) of the temporary impact and recovery. |

Audit Objectives and Scope

The objectives of this audit are defined by the requirements of the HCP/NCCP. The audit also provides the basis for findings required by the MFA related to the mandatory five-year review and any action establishing, increasing, or imposing a fee.

Periodic Audit Requirements of the HCP/NCCP

The HCP/NCCP calls for periodic audits of the mitigation fees in the following years: 2010 (year 3), 2013 (year 6), 2017 (year 10), 2022 (year 15), 2027 (year 20), and 2032 (year 25). The purpose of the audit is “[t]o ensure that the fees generated by development and other covered activities are adequately covering their share of Plan costs.”⁴

Audits must compare current actual costs to the cost assumptions used in the current mitigation fee calculation. The audit must review actual land acquisition costs as well as costs to operate, manage, and maintain the Preserve System. The audit must recalculate fees based on this cost review. As with prior

⁴ HCP/NCCP, Chapter 9, p. 9-31.

audits, this audit uses the same approach as the HCP/NCCP to calculate the development fee based on a specified fair share of total Plan costs (see Chapter 6 for more explanation).

In between periodic audits the Plan calls for automatic annual adjustments to the Plan's mitigation fees. Annual adjustments are based on two inflation indices weighted by the appropriate Plan cost component reflected by each index.⁵ A real estate cost index is used to update the land acquisition cost component reflecting more than half of total plan costs. The Consumer Price Index is used to update the share of fees funding the balance of Plan costs.

Mitigation Fee Act Requirements

The mitigation fees collected pursuant to the HCP/NCCP are authorized by California law under the Mitigation Fee Act (MFA) found in Sections 66000 through 66025 of the *California Government Code*.

Section 66001

This audit provides a revised fee schedule based on updated cost data. If the audit results in an increase in fees, the audit must make the following four “reasonable relationship”, or “nexus” findings required by the MFA:

Sec. 66001(a) In any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency, the local agency shall do all of the following:

(1) Identify the purpose of the fee.

(2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged.

(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development on which the fee is imposed.

⁵ HCP/NCCP, Chapter 9, p. 9-30.

The following finding is not required though this audit makes this finding as well:

Section 66001(b) In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Each of these findings are made in association with the analysis of each fee in Chapters 5, 6, and 7.

Section 66016.5

Section 66016.5(a) of the MFA includes certain requirements for nexus studies completed on and after January 1, 2022. These requirements and how this audit meets these requirements are presented below.

(1) Before the adoption of an associated development fee, an impact fee nexus study shall be adopted.

This audit constitutes a nexus study for the purposes of this section of the MFA.

(2) When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.

This section is not applicable because this audit does not result in a change in the existing level of service.

(3) A nexus study shall include information that supports the local agency's actions, as required by subdivision (a) of Section 66001.

As mentioned above, section 66001(a) findings are included in Chapters 5, 6, and 7.

(4) If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

This audit evaluates the amount of fees collected under the current fee schedule and the underlying cost assumptions and finds revenue insufficient to fully fund new development's fair share of the Plan costs. See Chapters 5 and 6.

(5)(A) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

Application of the Plan's mitigation fees on housing development by square foot is not an appropriate nexus based on the findings presented below.

(B) A nexus study is not required to comply with subparagraph (A) if the local agency makes a finding that includes all of the following:

(i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.

As explained in Chapters 5, 6, and 7, the impact of development to species and natural habitats is measured in acres of disturbed land. Building square feet does not correlate with acres of disturbed land (or linear feet in the case of stream impacts) and therefore the amount of impacts.

(ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

Mitigation fees are most appropriately imposed based on acres of disturbed land (or linear feet in the case of stream impacts) to have a reasonable relationship with the burden posed by (impacts from) development.

(iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Because mitigation fees are imposed based on the amount of disturbed acres (or linear feet in the case of stream impacts) smaller developments pay a smaller fee.

(C) This paragraph does not prohibit an agency from establishing different fees for different types of developments.

Mitigation fees are imposed consistently across all types of development based on the amount of disturbed acres (or linear feet in the case of stream impacts).

(6) Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.

The permittees (excluding the Conservancy) have adopted the HCP/NCCP that is a "capital improvement plan" as defined in section 66002(a).

Funding Mitigation and Conservation Goals

A Natural Community Conservation Plan (NCCP) under California law provides unique regulatory benefits in addition to those provided by a Habitat Conservation Plan (HCP) under federal law. An NCCP must not only mitigate impacts to the maximum extent practicable as required by an HCP. An NCCP must also contribute to the recovery and continued viability of species whether or not those species are protected under the California Endangered Species Act.⁶ This “conservation” component of the Plan is in addition to Plan “mitigation” requirements. It is accomplished by protecting habitat, natural communities, and species diversity on a landscape or ecosystem level through the creation and long-term management of large habitat reserves.

A key objective of the nexus analysis in Chapters 5, 6, and 7 is to only allocate the mitigation share of total Plan costs to the development fees and other mitigation-related revenue sources. The updated funding plan presented in Chapter 8 ensures that other local, state, and federal funding is kept consistent with the Plan’s estimates for funding to achieve the Plan’s conservation goals.

Objectives and Scope

The findings required by the MFA described above are similar in intent to the HCP/NCCP’s objectives for periodic audits. Both suggest the need to update the fee amount based on recent data and confirm the role of fee revenues in a feasible funding plan. To address both the periodic audit requirements of the Plan and the findings required by the MFA, the objectives and scope of this audit are:

1. Update cost assumptions underlying the mitigation fees
2. Recalculate fee amounts based on a reasonable relationship (nexus) between new development and the need for the fee, the amount of the fee, and the use of fee revenues
3. Update local, state, and federal revenue estimates consistent with the Plan’s anticipated funding from these sources to achieve the Plan’s conservation goals (contribute to the recovery of species and habitats)
4. Update the funding plan including an endowment for post-permit term costs that demonstrates the continued financial feasibility of the HCP/NCCP.

This audit uses the most recently available data on financial transactions and covered activities through December 31, 2021.

⁶ *California Fish & Game Code*, Sections 2050 through 2089.25 and 2890 through 2835.

This audit is not a comprehensive audit of the Conservancy's finances. The Conservancy separately has an annual financial audit conducted by an outside auditor. The data and methods used by this audit are sufficient to achieve the objectives described above.

The HCP/NCCP states that the Conservancy will "hire an outside, independent financial auditor to conduct" the audit.⁷ The expertise required to complete the audit is more closely related to maintaining compliance with mitigation fee legal statutes than with accounting standards. Consequently, the Conservancy has elected to engage a professional services firm with direct experience developing and implementing mitigation fee nexus studies in the context of regional habitat conservation plans rather than a certified public accountant.

Organization of the Audit

Covered activities (impacts) under the HCP/NCCP to date are summarized in Chapter 2 as well as remaining impacts through the 30-year permit term. The update to the cost model used to estimate implementation costs of the Plan is presented in Chapter 3. Chapter 4 describes post-permit term costs and funding of an endowment.

Updates to the four fees are presented in Chapters 5 through 7. The wetland mitigation fee is presented first in Chapter 5 because it is calculated independently of the other fees. The development fee is presented next in Chapter 6 based on urban development's fair share of total Plan costs net of the wetland mitigation fees and costs. The rural road and temporary impact fees are presented in Chapter 7 because they use the same rates as the development and wetland mitigation fees, adjusted for rural road or temporary impacts.

The updated 30-year funding plan based on revised cost and revenue estimates is presented in Chapter 8.

The appendices provide additional supporting documentation for the audit.

⁷ HCP/NCCP, Chapter 9, p. 9-31.

2. IMPACTS

This section of the audit describes the impacts that have occurred to date during from 2008 through 2021 (years 1-14). This section also identifies the remaining impacts based on the total amount of impacts permitted under the HCP/NCCP.

This chapter will show that only a small amount of development relative to permit term limits allowed under the permits has occurred through 2021. This finding is used to support an audit recommendation for the Conservancy to seek an extension of the permit term (see *Permit Term Extension* in this chapter, below).

The Plan uses the amount of acreage from development projects and other activities as the primary unit of measurement for impacts. The Plan uses linear feet to measure stream impacts subject to the wetland mitigation fee.

Urban Development Area (UDA)

The boundaries of the UDA are subject to change over time based on local land use policy decisions by the five agencies implementing the HCP/NCCP. Thus, boundary changes could lead to changes in the land use capacity for, and eventual amount of, urban development.

To accommodate the uncertainty regarding the amount of urban development that would be covered under the Plan, the Plan uses two scenarios to “book end” the potential urban development levels:

- ♦ The initial UDA is defined by the County of Contra Costa urban limit line and the boundaries of the cities of Brentwood, Clayton, Oakley, and Pittsburg existing at the time the Plan was adopted.⁸
- ♦ The maximum UDA is the maximum development capacity for urban development under the terms of the permits. Although boundaries are not defined, the development capacity considers areas outside the initial UDA proposed for future development in the general plans of Brentwood, Clayton, Pittsburg, and the County.

The urban development area covered under the Plan at the end of the permit term could fall anywhere in the range defined by the initial urban development area and the maximum urban development area. The ultimate boundaries depend on local land use decisions occurring during the permit term. The conservation requirements of the Plan are greater for the maximum UDA

⁸ Excluding some areas within the County urban limit line surrounding the Byron Airport. See HCP/NCCP, p. 2-17.

compared to the initial UDA to accommodate the greater impacts under the maximum UDA scenario.

Development Fee Zones

The development fee is implemented based on three fee zones defined by the HCP/NCCP.⁹ A map of the zones is provided in Figure 9-1 of the Plan. The zones represent varying levels of impacts on covered species and natural habitats caused by development projects and activities. The development fee is lowest in the zone where development would have the least impacts and highest in the zone where development would have the greatest impacts. The zones generally correspond to the dominant land cover type and habitat and open space values. Below is a summary of the zones:

- ♦ Zone I: Cultivated and disturbed lands, primarily areas in agricultural use and some undeveloped areas within existing urban areas.
- ♦ Zone II: Natural areas where lands are dominated by natural land cover types.
- ♦ Zone III: Small vacant lots (less than 10 acres) within the initial UDA.

The lowest development fee is in Zone III because the habitat and open space value is lowest on vacant land within existing developed areas. As the Plan states in Chapter 4, “[d]evelopment of these areas will result in loss of open space and some habitat values, but impacts will be less than those in Zone I and substantially less than those in Zone II.”¹⁰ An acre of permanent impacts in Zone III is given a weight of **one** for the purposes of allocating the fair share of total plan costs to the development fee.

The highest fee is in Zone II because this predominantly natural area has the highest habitat value. The dominant land cover type is annual grassland and covers 34 percent of the land included in the Plan’s inventory area. The greatest impacts in Zone II are in this land cover type. Chapter 4 of the Plan references the importance of annual grassland throughout its detailed analysis of impacts on covered species and critical habitats.¹¹ An acre of permanent impacts in Zone II is given a weight of **four** for the purposes of allocating the fair share of total plan costs to the development fee (four times the weight of impacts in Zone III).

The amount of the Zone I fee is between the fees in the other two zones because cultivated and other disturbed uses have greater habitat value than

⁹ HCP/NCCP, Chapter 9, pp. 9-20 to 9-21.

¹⁰ Ibid.

¹¹ HCP/NCCP, Chapter 4, pp. 4-14 to 4-22.

vacant lots but less value than natural areas. Chapter 4 of the Plan includes several findings to support this approach.¹² An acre of permanent impact in Zone I is given a weight of **two** for the purposes of allocating the fair share of total plan costs to the development fee (twice the weight of impacts in Zone III and half the weight of impacts in Zone II).

The fee zone map in the Plan (Chapter 9, Figure 9-1) is the sole determination of the fee zone applicable to a project or other covered activity.¹³ Individual parcels within a zone will have greater or lesser impact on covered species, natural communities, and open space. An individual parcel in zone A, for example, may have characteristics like land cover types in zone B. However, the parcel's location adjacent to lands within zone A combined with the benefits of contiguous open space to meeting the Plan's objectives, provides reasonable justification to include the parcel in zone A. The mapping of the zones was completed at a level of detail sufficient to provide a reasonable relationship between all land within a specific zone and the relative weight of impacts assigned to that zone.¹⁴

Summary of Impacts to Date

Permanent impacts to date by zone are shown in **Table 2.1**. Temporary impacts are tracked by the Conservancy but not shown in Table 2.1 because they have no effect on the development or wetland fee calculations. Temporary impact fee revenue is included in the funding plan in Chapter 8. See **Table A.1** in Appendix A for a detailed list of covered activities to date.

Remaining Permanent Impacts Under the HCP/NCCP

The HCP/NCCP allows for a fixed amount of permanent impacts. Permanent impacts are used to calculate and update the development fee. The remaining permanent impacts allowed under the Plan until the permit term (years 15-30) are summarized in **Table 2.2** by subtracting impacts to date (Table 2.1) from the total impacts allowed for the 30-year permit term. The table applies the weighting factors by zone discussed above. The result is the total acreage of permanent impacts with the UDA remaining under the Plan weighted by the relative impact in each zone. Remaining impacts for the maximum and initial UDAs is used to allocate costs to the development fee in Chapter 6.

¹² HCP/NCCP, Chapter 4, pp. 4-6, 4-15, and HCP/NCCP, Appendix D, *Species Profiles*.

¹³ HCP/NCCP, Chapter 9, p. 9-20.

¹⁴ See, for example, HCP/NCCP, Chapter 3, pp. 3-2 to 3-5.

Table 2.1: Permanent Impacts, 2008 Through 2021

| Location | Land Conversion | |
|----------------------------------|-----------------|-------------|
| Urban Development Area (UDA) | | |
| Zone 1 | 931.44 | acres |
| Zone 2 | 211.33 | acres |
| Zone 3 | 34.05 | acres |
| Subtotal UDA | 1,176.82 | acres |
| Rural (outside UDA) ¹ | 76.94 | acres |
| Total Land Conversion | 1,253.76 | acres |
| Wetlands ² | | |
| Wetlands (except streams) | 4.32 | acres |
| Streams (linear feet) | 1,089.31 | linear feet |

¹ Covered activities occurring outside the urban development area (UDA) could occur in either zones 1 or 2. Includes rural road projects as shown in Table 9-6 of the HCP/NCCP, plus rural infrastructure projects and activities, and activities within the Preserve System (see Sections 2.3.2 through 2.3.4 of the HCP/NCCP).

² Wetland impacts are included in land conversion impacts. Wetland impacts pay wetland fees in addition to the applicable development fee or rural road fee.

Sources: Appendix A, Table A.1.

Table 2.2 shows 12,979 acres for the permit limit under the maximum UDA. Table 4-3 in the Plan shows 13,029. There appears to be an addition error in the Table 4-3 that included an extra 50 acres. These 50 acres are excluded in Table 2.2. The Conservancy should consult with the permittees and the wildlife agencies to resolve this issue. The difference has no impact on any of the analyses for this audit, including the cost model update, the mitigation fee calculations, or other revenue estimates developed for the funding plan.

Remaining impacts to wetland land cover types (riparian, wetlands, ponds, and streams) are shown in **Table 2.3**. This audit contains the same adjustment made by prior audits to total acres of restoration/creation assumed in the Plan cost model to be consistent with Tables 5-16 and 5-17 in Chapter 5 of the Plan. Estimated compensatory restoration/creation acreage for seasonal wetlands under the maximum UDA scenario was adjusted to match the 2:1 mitigation ratio applied to the acres of impact shown in the tables. Also, consistent with Plan assumptions, a 30 percent reduction was made to the estimate of compensatory restoration/creation acreage (not contribution to recovery acreage) for the perennial, seasonal, and alkali wetlands to reflect overestimates due to mapping of these areas.¹⁵

¹⁵ For seasonal wetlands, the total restored acreage for the initial [maximum] UDA scenario equals 45.2 [53.6] acres based on: (42 [56] impact acres x 2:1 mitigation ratio x 30 percent adjustment for mapping overestimate) + 20 acres contribution to recovery. See Tables 5-16 and 5-17 and Appendix G of the HCP/NCCP.

Table 2.2: Permanent Impacts (acres)

| | Zone 1 ¹ | Zone 2 | Zone 3 | Subtotal | Share | Outside UDA | Total ² | Share |
|---|------------------------|-----------|-----------|----------|--------|----------------------------|--------------------|--------|
| Permit Limits (2008-2037) | | | | | | | | |
| Initial UDA | 6,198 | 2,306 | 166 | 8,670 | 100.0% | 1,126 | 9,796 | 100.0% |
| Maximum UDA | 7,507 | 4,180 | 166 | 11,853 | 100.0% | 1,126 | 12,979 | 100.0% |
| Actual Impacts to Date (through 2021) | | | | | | | | |
| Initial UDA | 931 | 211 | 34 | 1,176 | 13.6% | 77 | 1,253 | 12.8% |
| Maximum UDA | 931 | 211 | 34 | 1,176 | 9.9% | 77 | 1,253 | 9.7% |
| Remaining Impacts (2022-2037) | | | | | | | | |
| Initial UDA | 5,267 | 2,095 | 132 | 7,494 | 86.4% | 1,049 | 8,543 | 87.2% |
| Maximum UDA | 6,576 | 3,969 | 132 | 10,677 | 90.1% | 1,049 | 11,726 | 90.3% |
| Impact Weighting Factor ³ | 2 | 4 | 1 | | | | | |
| Permit Limits - Equivalent Acres (2008-2037) | | | | | | Not Available ⁴ | | |
| Initial UDA | 12,396 | 9,224 | 166 | 21,786 | 100.0% | | | |
| Maximum UDA | 15,014 | 16,720 | 166 | 31,900 | 100.0% | | | |
| Actual Impacts to Date - Equivalent Acres (through 2021) | | | | | | | | |
| Initial UDA | 1,862 | 844 | 34 | 2,740 | 12.6% | | | |
| Maximum UDA | 1,862 | 844 | 34 | 2,740 | 8.6% | | | |
| Remaining Impacts - Equivalent Acres (2022-2037) | | | | | | | | |
| Initial UDA | 10,534 | 8,380 | 132 | 19,046 | 87.4% | | | |
| Maximum UDA | 13,152 | 15,876 | 132 | 29,160 | 91.4% | | | |

Notes: "UDA" is the urban development area.

¹ The permit limits used to calculate the initial fees shown in Chapter 9, Table 9-4, and Appendix H of the HCP/NCCP are revised to control to the totals in Chapter 4, Tables 4-2 and 4-3 (corrected, see note 2), of the Plan (14 acres less for the Initial UDA and 26 acres less for the Maximum UDA). These adjustments are made to zone 1 though they could be allocated to any zone within the UDA.

² Table 4-3 in Chapter 4 of the HCP/NCCP appears to have a mathematical error for the maximum UDA permit limit, showing 13,029 acres instead of 12,979.

³ Weighting factor reflects relative impacts by zone (see Plan, Appendix H). Equivalent acres for impacts outside the UDA not calculated because impacts occur in both zones 1 and 2.

⁴ The HCP/NCCP did not identify the location of all covered activities occurring outside the UDA by zone, except for rural road projects (see HCP/NCCP, Table 9-6). Includes rural infrastructure projects and activities, and activities within the Preserve System (see HCP/NCCP, Sections 2.3.2 through 2.3.4).

Sources: HCP/NCCP, Tables 4-2 and 4-2, Table 9-4 (revised), and Appendix H, Table 1 (second memorandum); Table 2.1 (this report).

Table 2.3: Wetland Impacts

| | Estimated Impacts (2008-2037) ¹ <i>(acres or linear feet)</i> | | Actual Wetland Impacts (2008- 2021) ² | Remaining Impacts (Years 2022-2037) <i>(acres or linear feet)</i> | |
|--|--|----------------|--|---|----------------|
| | Initial UDA | Maximum UDA | | Initial UDA | Maximum UDA |
| <i>Impacts Based on Acres</i> | | | | | |
| Riparian | 30.00 | 35.00 | 1.29 | 28.71 | 33.71 |
| Perennial Wetland | 22.20 | 22.50 | 0.07 | 22.13 | 22.43 |
| Seasonal Wetland | 12.60 | 16.80 | 1.61 | 10.99 | 15.19 |
| Alkali Wetland | 8.40 | 9.30 | 0.14 | 8.26 | 9.16 |
| Pond | 7.00 | 8.00 | 0.10 | 6.90 | 7.90 |
| Aquatic (open water) | 12.00 | 12.00 | 0.47 | 11.53 | 11.53 |
| Slough / Channel | 72.00 | 72.00 | 0.65 | 71.35 | 71.35 |
| Subtotal (acres) | 164.20 | 175.60 | 4.32 | 159.88 | 171.28 |
| <i>Impacts Based on Linear Feet</i> | | | | | |
| Streams (<=25 ft. wide) | 21,120 | 26,400 | 685 | 20,435 | 25,715 |
| Streams (>25 ft. wide) | 3,168 | 4,224 | 404 | 2,764 | 3,820 |
| Subtotal (linear feet) | 24,288 | 30,624 | 1,089 | 23,199 | 29,535 |

Notes: "UDA" is the urban development area.

Impacts includes wetland impacts outside the UDA because these impacts are counted against the estimates of permanent impacts in the Plan (see Tables 5-16 and 5-17).

¹ Perennial, Seasonal, and Alkali wetland impacts reduced by 70 percent to account for overestimates in mapping analysis (see Tables 5-16 and 5-17, footnote 2).

² Assume ephemeral streams are equal to or less than 25 feet wide, and intermittent and perennial streams are greater than 25 feet wide.

Source: HCP/NCCP, Tables 5-16 and 5-17; Appendix A, Table A.1.

Permit Term Extension

As shown in Table 2.2, in terms of equivalent acres, 12.6 percent of impacts in the initial UDA allowed under the HCP/NCCP have occurred through 2021 (year 14). The comparable figure for the maximum UDA is 8.6 percent. Thus, with just over half of the permit term remaining (years 15 through 30), approximately 90 percent of the impacts have yet to occur. However, the HCP/NCCP does not provide a means to reduce estimated impacts and associated mitigation fee funding within the existing permit term.

The HCP/NCCP is a comprehensive plan that achieves both mitigation and conservation goals (see *Funding Mitigation and Conservation Goals* in Chapter 1). The HCP/NCCP does not provide the detail needed to separate mitigation

from conservation costs.¹⁶ So the HCP/NCCP does not provide a basis to adjust conservation costs based on lower mitigation estimates and fee revenues without a reconsideration of Plan goals.

Moreover, the nexus analysis used to determine the mitigation share of total Plan costs is dependent upon achieving the Plan's overall goals.¹⁷ Reducing estimated development impacts and associated mitigation fee funding would require significant reconsideration of the nexus analysis and the mitigation cost share used to calculate fees.

Thus, this audit like prior audits assumes that all development impacts allowed under the permits will occur by the end of the 30-year permit term in 2037. This approach is necessary to align funding sources to meet the mitigation and conservation goals under the Plan at the end of the permit term.

The most effective way to address the slower pace of impacts without fundamentally altering the HCP/NCCP cost model and funding plan would be to extend the permit term. A permit term extension would enable the cost model and funding plan to:

- ♦ Incorporate the effects of a more realistic planning horizon on costs and revenues
- ♦ Continue to demonstrate a feasible funding plan that achieves all Plan goals
- ♦ Avoid the need to reconsider Plan goals, costs, and funding based on a more constrained development scenario.

Based on this discussion, we recommend that the Conservancy work with members of the JPA, other permittees, and the wildlife agencies to extend the permit term.

¹⁶ Only in the case of wetland restoration does the Plan have specific conservation goals in addition to mitigation requirements and that are costed out separately in the cost model (see HCP/NCCP, Chapter 5, Tables 5-16 and 5-17).

¹⁷ HCP/NCCP, Appendix H, Table 1 (second memorandum).

3. COST MODEL

This chapter presents a summary of the updated cost models for the 30-year permit term. As shown in Appendix G of the HCP/NCCP separate cost models are used for the initial and maximum UDA scenarios to account for the difference in Preserve System size and other differences in Plan requirements. The two models are identical in structure. The difference in cost between the two models is primarily related to the effect of greater land acquisition and restoration requirements for the Preserve System under the maximum UDA scenario.

General Approach

The cost model was updated based on provisions in the Plan for periodic audits. The original model is documented in Appendix G of the Plan. For this audit, cost model revisions were made to the latest version of the model developed for the prior audit. The model for each scenario (initial and maximum UDA) includes multiple linked spreadsheets (see Appendix C and Appendix D of this report). Total costs for the permit term are the sum of actual costs to date (through FY 2021) and estimated remaining costs through the end of the permit term. All costs are expressed in 2021 dollars to support calculation of the mitigation fees.

Actual costs through December 31, 2021 were adjusted to 2021 dollars using changes in the Conservancy's mitigation fee schedule, thus replicating the same index used to reflect inflation in Plan costs. The Conservancy's fees are adjusted annually based on published price indices and periodically based on prior audits, as discussed in Chapter 1, *Periodic Audit Requirements of the HCP/NCCP*.¹⁸

Remaining costs through the end of the permit term were updated based on recent cost experience and application of appropriate inflation indices to assumptions in the prior audit cost model, as explained in more detail in the following section of this chapter.

The models provide budgets for the following nine cost categories related to Plan implementation:

1. Program administration
2. Land acquisition
3. Planning and design

¹⁸ See also HCP/NCCP, Chapter 9, pp. 30-31 and Table 9-7, and Appendix F, Table F.1.

4. Habitat restoration/creation
5. Environmental compliance
6. Preserve management and maintenance
7. Monitoring, research, and adaptive management
8. Remedial measures
9. Contingency.

Post-permit costs are analyzed separately as part of the endowment model and are presented in the following chapter (Chapter 4).

Land Acquisition Costs

Land acquisition is the Plan's largest cost category representing about 65 percent of total costs excluding endowment costs. Substantial effort was expended during the audit to update costs to reflect current market conditions and recent Conservancy land acquisition experience. This audit uses an acquisition model developed and maintained by Conservancy staff to estimate the acres that need to be acquired to achieve the various habitat acquisition requirements of the Plan for both the initial and maximum UDA scenarios.

The Conservancy, working with East Bay Regional Park District (Park District), has been very successful in acquiring Preserve System lands since the Plan's implementation. Through 2021 (year 14) the Conservancy has acquired approximately 12,050 acres, or 40 and 50 percent of the Preserve System required under the maximum and initial UDA scenarios, respectively. These totals exclude:

- ◆ Acquired lands that cannot be credited to the Preserve System because of existing conservation easements mitigating habitat impacts that occurred prior to Plan adoption¹⁹
- ◆ Parts of acquired parcels that lie outside plan acquisition zones.

A database of over 100 land transactions in East Contra Costa County, all within the past ten years, was compiled from a variety of sources to estimate costs per acre for future Preserve System acquisitions. This database included Park District acquisitions (most of which were performed in partnership with the Conservancy), plus acquisitions by the Conservancy, Save Mount Diablo (local nonprofit land trust organization), and land transactions identified in the County Assessor's database. Land costs for developable parcels within the urban limit line that are part of the Conservancy's acquisition strategy were

¹⁹ Unless those pre-Plan impacts were also counted against the Plan's permit limits.

updated based on current housing values. Detailed data on the transactions used to update the cost model land cost factors are provided in Appendix B.

As shown in **Table B.2** in Appendix B estimated land costs per acre have generally increased since 2017. Since then, prices for the largest parcels outside the urban limit line have increased about 40 percent, while the prices for mid-sized parcels (40 to 120 acres) remain unchanged. Prices for parcels under 40 acres have increased 20 to 25 percent. Inside the urban limit line, where a small fraction of the acquisition will occur and where prices more closely track changes in the housing market, estimated land costs have increased about 25 percent.

Consistent with changes made in prior audits, due diligence costs are estimated based on a flat three percent charge on land acquisition costs. Pre-acquisition surveys are a Conservancy staff cost. There is no contingency applied to land acquisition costs. Total remaining land acquisition costs to meet Preserve System requirements were evenly spread across the remaining 16-year period of the 30-year permit term.

Habitat Restoration/Creation Costs

Habitat restoration/creation is the second largest cost category of Plan implementation, representing about 10 percent of total costs excluding endowment costs. Unit costs (costs per acre) for restoration of specific habitats are the basis for the wetland mitigation fee. Review of restoration project costs since 2017 indicated that no extraordinary adjustments were required. All unit cost factors were update by applying the California Construction Cost Index.

Habitat restoration/creation mitigation unit costs for wetland land cover types estimated for this audit are shown in **Table 3.1**. The cost for open water is the same as the cost for ponds because the Plan calls for open water impacts to be mitigated by the creation of ponds. The table includes two costs for stream restoration, one based on stream widths of 25 feet or less, and one based on steam widths of greater than 25 feet.

Unit costs for habitat restoration/creation construction are augmented by three types of soft costs:

- ♦ Construction-related costs including restoration design, plans and specifications, bid assistance, construction oversight, post-construction maintenance, environmental compliance, pre-construction surveys, and construction monitoring
- ♦ Conservancy staff and related costs
- ♦ Contingency.

Table 3.1: Wetland Mitigation Unit Costs (2021 \$)

| Cost Category | Cost Factor | Riparian (per acre) | Perennial Wetland (per acre) | Seasonal Wetland (per acre) | Alkali Wetland (per acre) | Pond (per acre) | Aquatic (open water) (per acre) | Slough/ Channel (per acre) | Stream (per ln. ft.) |
|--|--------------------|--------------------------------|---|--|--|----------------------------|--|---|---------------------------------|
| Construction | | \$51,800 | \$84,500 | \$100,800 | \$102,000 | \$112,100 | \$112,100 | \$76,800 | \$287 |
| Construction-related costs | | | | | | | | | |
| Plans, specs., allowance for remedial measures ¹ | 33% | \$17,094 | \$27,885 | \$33,264 | \$33,660 | \$36,993 | \$36,993 | \$25,344 | \$95 |
| Bid assistance ¹ | 1.5% | \$777 | \$1,268 | \$1,512 | \$1,530 | \$1,682 | \$1,682 | \$1,152 | \$4 |
| Construction oversight ¹ | 10% | \$5,180 | \$8,450 | \$10,080 | \$10,200 | \$11,210 | \$11,210 | \$7,680 | \$29 |
| Post-construction maint. ¹ | 10% | \$5,180 | \$8,450 | \$10,080 | \$10,200 | \$11,210 | \$11,210 | \$7,680 | \$29 |
| Environmental compliance ^{2,3} | \$6,500 | \$6,500 | \$6,500 | \$6,500 | \$6,500 | \$6,500 | \$6,500 | \$6,500 | \$22 |
| Pre-construction surveys ^{2,4} | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$5 |
| Construction monitoring ^{2,4} | \$3,200 | \$3,200 | \$3,200 | \$3,200 | \$3,200 | \$3,200 | \$3,200 | \$3,200 | \$11 |
| Staff and related costs ^{2,5} | \$4,400 | \$4,400 | \$4,400 | \$4,400 | \$4,400 | \$4,400 | \$4,400 | \$4,400 | \$15 |
| Subtotal | | \$95,531 | \$146,053 | \$171,236 | \$173,090 | \$188,695 | \$188,695 | \$134,156 | \$495 |
| Contingency ¹ | 20% | \$10,360 | \$16,900 | \$20,160 | \$20,400 | \$22,420 | \$22,420 | \$15,360 | \$57 |
| Total Unit Cost | | \$105,891 | \$162,953 | \$191,396 | \$193,490 | \$211,115 | \$211,115 | \$149,516 | \$553 |
| Adjustment Factor for Streams >25 Feet Wide | | | | | | | | | 1.50 |
| Total Unit Cost (Streams >25 feet wide) | | | | | | | | | \$829 |

¹ Percentage applied to construction costs.

² Stream costs per linear foot estimated based on the average percent of construction costs for the respective cost category across all the other wetland land cover types.

³ Based on CEQA, CWA 401, CDFG 1602, and other permit costs for "small" project, divided by two (assume a two-acre project). NHPA permit unlikely to be applicable.

⁴ Cost Model estimate divided by two (estimate based on a two-acre project).

⁵ Midpoint of staffing costs per acre (all costs except construction and contractors) between initial and maximum UDA cost models for habitat restoration/creation cost category.

Sources: Appendices C and D (Habitat Restoration/Creation table).

Consistent with prior audits, four of the construction-related cost line items (plans and specifications, bid assistance, construction oversight, and post-construction maintenance) are estimated as a percent of construction costs based on experience with how contractors structure their bids. Soft cost percentages remain the same as in the 2017 audit.

The remaining three line items (environmental compliance, pre-construction surveys, and construction monitoring) are estimated as dollar amounts per acre. These assumptions were updated for inflation and current environmental compliance fee schedules.

Conservancy staff and related costs are updated based on current hourly costs per position and experience with allocation of staff time for habitat restoration/creation projects. This update assigns some Conservancy staffing in the environmental compliance cost category to wetland fee costs to capture actual Conservancy experience with permitting restoration/creation projects.

The contingency of 20 percent on habitat restoration/creation construction costs remains unchanged from the Plan and prior audits. The contingency applies to habitat construction costs only and not soft costs or staff costs. The contingency is higher than the five percent rate applied to other Plan implementation activities because of the high degree of cost variation and uncertainty associated with habitat restoration/creation projects.

Updates to Other Cost Categories

Cost model changes to the other seven cost categories besides land acquisition and habitat restoration/creation are summarized in the following subsections.

Program Administration

The original 2006 model estimated staff costs based on direct salary costs plus benefits, and separately estimated overhead costs (human resources, information technology, office space, etc.). With the 2013 audit, staff costs were budgeted based on a fully burdened hourly rate that includes benefits and all overhead costs and this audit maintains that approach. The staffing plan is updated to reflect experience with staff allocation by function and the ability to rely on fractions of a full-time employee. Other overhead costs such as travel, insurance, legal, and financial analysis and audits that are not included in staff hourly rates are updated based on actual costs and projected needs.

Planning and Design

Costs include Conservancy staff and overhead and contractor services. Costs are based on current Conservancy budgeting and expectations of management planning needs over the remainder of the permit term.

Environmental Compliance

Estimates of Conservancy staff time are based on actual experience with permitting Preserve System activities. Legal services and other technical support services are included in this cost category because of the need for legal assistance and other specialized consulting services to complete regional wetland permitting activities anticipated over the next 10 years of the permit term. Contractor costs are increased based on the Employment Cost Index and permit fees are updated based on current fee schedules and calculators.

Preserve Management and Maintenance

The schedule of land under management continues to reflect the fact that the pace of acquisition exceeds actual mitigation and conservation targets when compared to impacts.²⁰ Costs to date are low reflecting land-banking of many acquired lands pending the level of impacts necessary to manage them as part of the Preserve System.

Future preserve management costs are based on preliminary estimates prepared by Park District staff in coordination with the Conservancy using the implementation activities outlined in the *Vasco Hills / Byron Vernal Pools Preserve Management Plan*.²¹ Detailed cost categories include: invasive plant and invasive wildlife control; grazing and wildfire management; maintenance of fences, gates, roads, and trails; trash and debris removal; equipment, supplies, and infrastructure maintenance and replacement; and annual reporting. Recreation management costs and costs for security and patrol of recreational trails are not included.

This update shifts the cost of law enforcement for habitat and species protection from the program administration cost category to the preserve management cost category. Costs are based on the current contract between the Contra Costa Water District and the Contra Costa County Sheriff to provide law enforcement services at the 20,000-acre Los Vaqueros watershed.

²⁰ See “Acres Acquired, Managed, and Restored within HCP/NCCP Preserves for Initial/Maximum Urban Development Area” tables in Appendix C and Appendix D.

²¹ *Vasco Hills / Byron Vernal Pools Preserve Management Plan* (draft), prepared by ICF for the East Contra Costa County Habitat Conservancy, November 2018.

Monitoring, Research, and Adaptive Management

Contractors are the most significant component of monitoring costs. Costs are based on review of current contracting and assumptions about how that activity will intensify over time. Monitoring activity is expected to increase with the completion of more restoration projects and with implementation of preserve management plans and associated monitoring protocols.

Remedial Measures

The total cost for remedial measures is based on (1) a percent of total cost of habitat restoration/creation costs, (2) a cost per acre for remedial measures applied to a percent of total Preserve System acres acquired, and (3) a lump sum cost for other remedial measures. No changes were made in these cost assumptions for this audit.

Contingency

Contingency costs reflect changes in other cost categories. The estimated rate remains at five percent and is applied to total Plan costs net of total land acquisition and total habitat restoration/creation costs.

Summary of Cost Model Results

Table 3.2 and **Table 3.3** summarize changes in total costs by cost category for the Plan for the initial and maximum UDA, respectively. The tables compare the results of this audit to costs estimated in the HCP/NCCP costs and the prior 2017 audit in 2021 dollars. Adjusted for inflation, total costs are in the range of seven to nine percent lower than costs in the 2017 audit and nearly equal to costs estimated in the Plan.

Though costs have remained in line with the Plan's original estimates there have been significant changes among cost categories:

- ♦ Habitat restoration/creation costs are higher because the unit cost (costs per acre) assumptions in the Plan were significantly lower than the Conservancy's actual experience.
- ♦ Ongoing costs for (1) preserve management and maintenance and (2) monitoring, research, and adaptive management are significantly lower because costs to date are lower than estimated in the Plan. As discussed in *Preserve Management and Maintenance* above and *Permit Term Extension* in Chapter 2, impacts have occurred at a much slower pace than anticipated by the Plan.

Table 3.2: Cost Model Comparison – Initial Urban Development Area (2021 \$)

| Cost Category | 2006 Plan | 2017 Fee Audit | 2022 Fee Audit | 2022 Audit vs. 2006 Plan | | 2022 Audit vs. 2017 Audit | |
|---|----------------------|-----------------------|-----------------------|---------------------------------|-----------|----------------------------------|-------------|
| Program Administration | \$27,590,000 | \$37,380,000 | \$35,240,000 | \$7,650,000 | 28% | (\$2,140,000) | (6%) |
| Land Acquisition | \$291,330,000 | \$305,380,000 | \$304,960,000 | \$13,630,000 | 5% | (\$420,000) | (0%) |
| Planning and Design | \$9,350,000 | \$10,960,000 | \$8,260,000 | (\$1,090,000) | (12%) | (\$2,700,000) | (25%) |
| Habitat Restoration/Creation | \$31,000,000 | \$60,960,000 | \$50,020,000 | \$19,020,000 | 61% | (\$10,940,000) | (18%) |
| Environmental Compliance | \$3,560,000 | \$5,110,000 | \$3,650,000 | \$90,000 | 3% | (\$1,460,000) | (29%) |
| Preserve Management & Maintenance | \$50,230,000 | \$40,690,000 | \$37,320,000 | (\$12,910,000) | (26%) | (\$3,370,000) | (8%) |
| Monitoring, Research, & Adaptive Management | \$28,550,000 | \$18,090,000 | \$9,760,000 | (\$18,790,000) | (66%) | (\$8,330,000) | (46%) |
| Remedial Measures | \$2,400,000 | \$4,320,000 | \$3,280,000 | \$880,000 | 37% | (\$1,040,000) | (24%) |
| Contingency | \$7,630,000 | \$6,010,000 | \$4,480,000 | (\$3,150,000) | (41%) | (\$1,530,000) | (25%) |
| Total Plan Implementation | \$451,640,000 | \$488,900,000 | \$456,970,000 | \$5,330,000 | 1% | (\$31,930,000) | (7%) |

Notes: HCP/NCCP and 2017 Fee Audit costs are inflated to 2021 dollars using the inflation index in Appendix F.

Sources: HCP/NCCP, Table 9-1; 2017 Audit, Table 3.2; Appendix C (Summary table).

Table 3.3: Cost Model Comparison – Maximum Urban Development Area (2021 \$)

| Cost Category | 2006 Plan | 2017 Fee Audit | 2022 Fee Audit | 2022 Audit vs. 2006 Plan | | 2022 Audit vs. 2017 Audit | |
|---|----------------------|-----------------------|-----------------------|---------------------------------|-----------|----------------------------------|-------------|
| Program Administration | \$27,710,000 | \$37,450,000 | \$37,990,000 | \$10,280,000 | 37% | \$540,000 | 1% |
| Land Acquisition | \$358,290,000 | \$377,110,000 | \$367,260,000 | \$8,970,000 | 3% | (\$9,850,000) | (3%) |
| Planning and Design | \$9,470,000 | \$10,960,000 | \$8,260,000 | (\$1,210,000) | (13%) | (\$2,700,000) | (25%) |
| Habitat Restoration/Creation | \$34,800,000 | \$72,640,000 | \$60,240,000 | \$25,440,000 | 73% | (\$12,400,000) | (17%) |
| Environmental Compliance | \$3,560,000 | \$5,110,000 | \$3,650,000 | \$90,000 | 3% | (\$1,460,000) | (29%) |
| Preserve Management & Maintenance | \$55,400,000 | \$50,040,000 | \$42,370,000 | (\$13,030,000) | (24%) | (\$7,670,000) | (15%) |
| Monitoring, Research, & Adaptive Management | \$32,050,000 | \$20,890,000 | \$10,860,000 | (\$21,190,000) | (66%) | (\$10,030,000) | (48%) |
| Remedial Measures | \$2,580,000 | \$5,120,000 | \$3,950,000 | \$1,370,000 | 53% | (\$1,170,000) | (23%) |
| Contingency | \$8,290,000 | \$6,860,000 | \$5,100,000 | (\$3,190,000) | (38%) | (\$1,760,000) | (26%) |
| Total Plan Implementation | \$532,150,000 | \$586,180,000 | \$539,680,000 | \$7,530,000 | 1% | (\$46,500,000) | (9%) |

Notes: HCP/NCCP and 2017 Fee Audit costs are inflated to 2021 dollars using the inflation index in Appendix F.

Sources: HCP/NCCP, Table 9-1; 2017 Audit, Table 3.3; Appendix D (Summary table).

4. ENDOWMENT MODEL

The HCP/NCCP requires funding for post-permit term costs in perpetuity for the management and monitoring of the Preserve System.²² Post-permit term costs would be funded by a portion of mitigation fee and other revenues transferred to an endowment over time. The endowment would grow with re-invested earnings through year 30. No withdrawals would be made from the endowment to fund HCP/NCCP during the permit term. At the end of the permit term, the endowment generates ongoing earnings sufficient to fully fund post-permit management and monitoring costs in perpetuity and adjusted for inflation.

The approach taken to estimate post-permit term costs and endowment funding is like that used in other recent Northern California regional habitat plans, including the San Joaquin Multi-Species Habitat Conservation and Open Space Plan, Santa Clara Valley Habitat Plan, the Yolo Habitat Conservation Plan, and the Placer County Conservation Program. The approach fully complies with applicable statutes regarding investment of public funds for long-term stewardship of conservation lands.²³

Endowment Creation

The Conservancy conducted a process to select an endowment manager in 2019 and engaged the Regional Parks Foundation (Foundation) for this purpose. The Foundation is an independent nonprofit organization whose mission is to support the Park District through fundraising. The Conservancy and the Foundation entered into an endowment agreement in 2020 that specifies the responsibilities of both parties.²⁴

The Foundation will manage and invest endowment funds and use its best efforts to achieve a reasonable long-term rate of return on investment consistent with the endowment model assumptions discussed below (see *Investment Earnings* in this chapter). Before the HCP/NCCP permits expire, a separate agreement will be negotiated between the Conservancy and the Foundation to establish the terms and conditions for distribution of funds from the endowment for preserve management and monitoring in perpetuity. For endowment management services, the Conservancy will pay the

²² HCP/NCCP, Chapter 9, pp. 9-40 to 9-42 and Table 9-9.

²³ See Mitigation Lands: Nonprofit Organizations (*California Government Code*, section 65965-65968) and the Uniform Prudent Management of Institutional Funds Act (*Probate Code*, section 18501 et seq.).

²⁴ *East Contra Costa County HCP/NCCP Endowment Agreement*, October 2020.

Foundation a management fee of 0.55 percent of assets on deposits up to \$10 million and 0.50 percent of assets on deposits above \$10 million.

Post-permit Term Costs

Annual post-permit funding needs from the endowment were developed based on guidance provided in Chapter 9 of the HCP/NCCP. Total post-permit term costs were estimated based on a percent of annual costs in the final five-year period of the plan (years 26-30) for the following cost categories:

- ♦ 40 percent (maximum UDA) to 44 percent (initial UDA) of program administration costs
- ♦ 100 percent of preserve management and monitoring costs
- ♦ 50 percent of monitoring, research, and adaptive management costs

Endowment Funding

Four revenue sources build the endowment fund balance through year 30:

1. An opening balance as of December 31, 2021
2. Revenues from mitigation fees and other mitigation payments from development projects
3. Lease revenues from private activities on preserve lands
4. Re-invested earnings from endowment investments.

These funding sources are discussed in the subsections that follow.

Opening Fund Balance

The Conservancy started an endowment in 2020 with funds accumulated by:

- ♦ The California Wildlife Foundation from prior development project mitigation payments
- ♦ The Park District from revenues generated by residences, communication facilities, wind turbines, and agricultural leases on preserve lands.

See **Table F.2** in Appendix F for details.

Investment earnings on those endowment contributions has resulted in a fund balance of \$3.9 million by December 31, 2021.

Development Project Revenue

Development project revenue, particularly mitigation fees generated by the HCP/NCCP, will provide the primary contributions to the endowment through the end of the permit term. Other types of development project revenue applied to the endowment include specific one-time and ongoing payments from development projects typically paid in lieu of the development fee (see **Table F.3** in Appendix F for details).

Development project revenue is critical for the endowment because many other revenue sources such as state and federal sources are restricted to land acquisition, restoration/creation, or research. Though development project revenue will fund a larger share of endowment costs, state and federal sources will fund a larger share of land acquisition costs. This approach results in each type of funding (mitigation versus conservation funding) only contributing their appropriate share of total Plan costs (see *Funding Mitigation and Conservation Goals* in Chapter 1 for more discussion).

The endowment model assumes that the Conservancy will make contributions from development fee revenue at a constant rate on an annual basis through the end of the permit term. Fee revenues will fluctuate above and below this annual average from year to year depending on development market activity. Periodic audits (such as this one) adjust the endowment funding plan as needed to ensure an adequate fund balance by the end of the permit term.

Lease Revenues

The Park District had 13 active leases on preserve lands as of the end of FY 2021 and generated \$572,000 for 2021. Eight of these leases are for communication facilities that the endowment assumes will continue in perpetuity. The remaining leases are for wind turbines, residences, and agricultural uses that are assumed to expire at various intervals during the permit term based on the terms of the specific lease agreement. See **Table F.4** in Appendix F for details.

The Conservancy and the Park District entered into a lease revenue allocation agreement in 2020 that allocates revenue to the following HCP/NCCP costs:

- ◆ Land acquisition
- ◆ Preserve management
- ◆ Endowment.²⁵

²⁵ *Lease Revenues Allocation Agreement between the East Bay Regional Park District and the East Contra Costa County Habitat Conservancy*, October 2020.

The endowment model assumes that at the end of the permit term all lease revenue will directly offset post-permit term preserve management costs.

Investment Earnings

The endowment model assumes a long-term average annual return on investment (ROI) of 7.25 percent. For comparison, other funds with similar long range investment horizons such as university endowments, pension funds, and hospital endowments, have average annual earnings objectives of six to nine percent.

Based on an ROI goal of 7.25 percent, the endowment model assumes that inflation is 3.00 percent and endowment manager fees are 1.00 percent. As shown in **Table 4.1**, this results in an annual real return on endowment fund balances of 3.25 percent. The real rate of return is also known as the “capitalization rate”. Thus, the endowment can be expected to generate funding for post-permit term costs, adjusted for inflation and management fees, at a constant rate of 3.25 percent of the fund balance that is achieved by the end of the permit term in 2037.

Table 4.1: Investment Earnings

| Allocation of Annual Investment Earnings on Endowment Fund Balance | Percent of Endowment Fund Balance |
|---|--|
| Average Annual Return on Investment Goal ¹ | 7.25% |
| Reinvested Earnings to Offset Inflation | <u>3.00%</u> |
| Available for Annual Distributions | 4.25% |
| Endowment Manager Fees ² | <u>1.00%</u> |
| Average Annual Real Rate of Return to Fund Post-Permit Term Costs | 3.25% |
| ¹ Total average annual investment earnings are net of investment management fees (including custodial and audit costs) and are separate from endowment manager fees (see note 2). | |
| ² The endowment model assumes that the Conservancy will engage an outside endowment fund manager instead of staffing this function in-house. Endowment manager fees would fund administration, accounting, and reporting costs directly associated with the Conservancy's account. | |

These assumptions are based on a current habitat endowment management program operated by the National Fish and Wildlife Foundation (NFWF) under agreements with the California Department of Fish and Wildlife. These programs assume a long-range real rate of return of 3.25 percent to 3.50 percent. The endowment model for this audit uses the more conservative rate of 3.25 percent. This rate is the same rate being used for endowment modeling by the Santa Clara Valley Habitat Plan, the Yolo Habitat Conservation Plan,

and the Placer County Conservation Program mentioned at the start of this chapter.

Lower investment earnings, higher inflation, or higher endowment manager fees would require increased endowment funding and higher mitigation fees. Higher investment earnings, lower inflation, or lower endowment manager fees would require less endowment funding and lower mitigation fees. Future periodic fee audits will evaluate these assumptions and adjust mitigation fees and other revenues allocated to the endowment as needed to maintain adequate funding.

Endowment Model Results

A summary of the endowment models for the initial UDA and maximum UDA scenarios is shown below in **Table 4.2**.

Table 4.2: Post-Permit Funding

| | Initial UDA | Maximum UDA |
|--|------------------------|------------------------|
| Endowment Contributions (through FY 2021) | \$3,548,946 | \$3,548,946 |
| Investment Earnings (through FY 2021) ¹ | <u>\$368,684</u> | <u>\$368,684</u> |
| Endowment Opening Balance (2022) | \$3,917,630 | \$3,917,630 |
| Development Project Revenue (2022-2037) ² | \$52,968,429 | \$64,960,541 |
| Lease Revenue (2022-2037) ³ | \$1,747,957 | \$1,747,957 |
| Investment Earnings (2022-2037) ⁴ | <u>\$18,948,234</u> | <u>\$22,365,352</u> |
| Endowment Fund Balance (2037) | \$77,582,249 | \$92,991,480 |
| Annual Distribution Rate (post-permit) ⁴ | <u>3.25%</u> | <u>3.25%</u> |
| Investment Earnings (post-permit) ⁴ | \$2,521,423 | \$3,022,223 |
| Development Project Revenue (post-permit) ² | \$366,571 | \$366,571 |
| Lease Revenue (post-permit) ³ | <u>\$270,605</u> | <u>\$270,605</u> |
| Annual Preserve Management Costs (post-permit) | \$3,158,600 | \$3,659,400 |

¹ Earnings net of fees for endowment manager (Regional Parks Foundation) and investment management.

² Development project revenue primarily from Plan development fees during Plan implementation, plus several development mitigation payments that will continue in perpetuity.

³ Lease revenue from 13 leases as of 2021 with eight assumed to continue in perpetuity.

⁴ Investment earnings based on real return on investment equal to 3.25% that is net of inflation and all administrative and investment management fees.

Source: Appendix E, Tables E.1 and E.2; Appendix F, Table F.2.

See **Table E.1** and **Table E.2** in Appendix E for detailed output of the endowment model for the initial and maximum UDA scenarios, respectively.

5. WETLAND MITIGATION FEE

This chapter presents the updated wetland mitigation fee schedule and the reasonable relationship findings required by the MFA and explained in Chapter 1. Unless the applicant chooses to perform their own restoration or creation dedicated to the Preserve System, the wetland mitigation fee is applied to covered activities that generate permanent impacts on wetland land cover types whether inside or outside the UDA.²⁶ Wetland mitigation fees are calculated based on only the surface area of the wetland land cover type impacted, or by linear feet for stream impacts. The wetland mitigation fee is therefore typically applied to a small portion of the total impacts of a covered activity.

Updated Fee Schedule

The wetland mitigation fee is based on the unit costs (cost per acre or cost per linear foot for streams) presented in the prior chapter multiplied by a mitigation ratio established by the HCP/NCCP. The mitigation ratio represents the restoration area needed to mitigate one acre (or one linear foot in the case of streams) of impact. Most mitigation ratios are one-to-one, that is one acre of impact requires one acre of wetland restoration/creation to mitigate impacts. Several land cover types require a higher or lower mitigation ratio to adjust for the relative ability of restoration projects to mitigate the types of impacts associated with a given land cover type. The updated wetland mitigation fees based on mitigation ratios by land cover type are shown in **Table 5.1**.

Consistent with the habitat restoration/creation cost estimates explained in Chapter 3, above, the wetland mitigation fee is only related to the one-time activity of restoration or creation of wetland land cover types. The three other fees presented in the following two chapters of this report address the other Plan costs to mitigate the impacts of covered activities on wetland land cover types. These other costs include, for example, acquisition of sites for wetland, pond, and stream restoration/creation, preservation of existing wetland, pond, and stream habitat and long-term management, maintenance, and monitoring of habitat restoration/creation sites.

²⁶ HCP/NCCP, Chapter 9, pp. 9-23 to 9-24 and Table 9-5.

Table 5.1: Wetland Mitigation Fee Schedule

| Land Cover Type | Habitat Restoration / Creation Cost | | Mitigation Ratio | Wetland Mitigation Fee | |
|-------------------------|--|-----------------|---------------------|------------------------|-----------------|
| Riparian | \$105,891 | per acre | 1:1 | \$105,891 | per acre |
| Perennial Wetland | 162,953 | per acre | 1:1 | 162,953 | per acre |
| Seasonal Wetland | 191,396 | per acre | 2:1 | 382,792 | per acre |
| Alkali Wetland | 193,490 | per acre | 2:1 | 386,980 | per acre |
| Ponds | 211,115 | per acre | 1:1 | 211,115 | per acre |
| Aquatic (open water) | 211,115 | per acre | 0.5:1 | 105,558 | per acre |
| Slough / Channel | 149,516 | per acre | 1:1 | 149,516 | per acre |
| Streams (<=25 ft. wide) | 553 | per linear foot | 1:1 | 553 | per linear foot |
| Streams (>25 ft. wide) | 829 | per linear foot | 1:1 | 829 | per linear foot |

Sources: HCP/NCCP, Tables 5-16 and 5-17; Table 3.1 (this report).

Table 5.2 compares the updated wetland mitigation fees to current fees. Wetland mitigation fees increase slightly compared to current fees because of updates to the cost model discussed in Chapter 3. The automatic annual inflation adjustment since the prior audit has largely kept the fee in line with changing Plan costs.

Table 5.2: Wetland Mitigation Fee Comparison

| Land Cover Type | Fee Basis | 2022 Fee Schedule | 2022 Audit | Change |
|-------------------------|-----------------|----------------------|---------------|--------|
| Riparian | per acre | \$105,516 | \$105,891 | 0.4% |
| Perennial Wetland | per acre | \$159,912 | \$162,953 | 1.9% |
| Seasonal Wetland | per acre | \$374,220 | \$382,792 | 2.3% |
| Alkali Wetland | per acre | \$378,310 | \$386,980 | 2.3% |
| Ponds | per acre | \$205,924 | \$211,115 | 2.5% |
| Aquatic (open water) | per acre | \$102,962 | \$105,558 | 2.5% |
| Slough / Channel | per acre | \$147,029 | \$149,516 | 1.7% |
| Streams (<=25 ft. wide) | per linear foot | \$543 | \$553 | 1.8% |
| Streams (>25 ft. wide) | per linear foot | \$814 | \$829 | 1.8% |

Sources: ECCC Habitat Conservancy, [Annual Mitigation Fee Adjustment Summary \(PDF\)](#); Table 5.1.

Estimated restoration costs and revenues associated with wetland land cover impacts are shown in **Table 5.3**. The table multiplies the wetland land cover acreage impacts from Table 2.3 by the update fee schedule in Table 5.1. The 30-year revenue estimates in the table are used in the development fee calculation presented in Chapter 6.

Table 5.3: Wetland Mitigation Fee Revenue

| Land Cover Type | Wetland Mitigation Fee | Fee Revenue (2022-2037) | |
|--|------------------------|-------------------------|---------------------|
| | | Initial UDA | Maximum UDA |
| Riparian | \$105,891 per acre | \$3,040,000 | \$3,570,000 |
| Perennial Wetland | \$162,953 per acre | \$3,610,000 | \$3,660,000 |
| Seasonal Wetland | \$382,792 per acre | \$4,210,000 | \$5,810,000 |
| Alkali Wetland | \$386,980 per acre | \$3,200,000 | \$3,550,000 |
| Ponds | \$211,115 per acre | \$1,460,000 | \$1,670,000 |
| Aquatic (open water) | \$105,558 per acre | \$1,220,000 | \$1,220,000 |
| Slough / Channel | \$149,516 per acre | \$10,670,000 | \$10,670,000 |
| Subtotal | | \$27,410,000 | \$30,150,000 |
| Streams (<=25 ft. wide) | \$553 per ln. ft. | \$11,300,000 | \$14,220,000 |
| Streams (>25 ft. wide) | \$829 per ln. ft. | <u>\$2,290,000</u> | <u>\$3,170,000</u> |
| Total | | \$41,000,000 | \$47,540,000 |
| | | Fee Revenue (2008-2037) | |
| | | Initial UDA | Maximum UDA |
| Actual (2008-2021) | | \$1,570,000 | \$1,570,000 |
| Estimated (2022-2037) | | <u>\$41,000,000</u> | <u>\$47,540,000</u> |
| Total (2008-2037) | | \$42,570,000 | \$49,110,000 |
| Notes: "UDA" is the urban development area. | | | |
| Sources: Tables 2.3, 5.1, and Appendix F, Table F.5. | | | |

Mitigation Fee Act Findings

The following findings are required by the MFA and were presented in Chapter 1.

Section 66001(a)(1)

The wetland mitigation fee is intended to pay the full cost of restoration or creation of wetland land cover types, including design, implementation, post-construction monitoring, and remediation. The development fee described in the next chapter will fund acquisition of the site for the restoration or creation and the management and monitoring after the wetland is fully functioning. Restoration of oak savanna is also required by the HCP/NCCP, but the cost of this restoration is included in the development fee because it is not associated with jurisdictional wetlands and waters.

Section 66001(a)(2)

The wetland mitigation fee will fund the capital costs associated with wetland restoration/creation the mitigate related wetland impacts. Chapter 5 of the HCP/NCCP explains the conservation strategy for wetland restoration/creation, and Chapter 9 explains the costs associated with implementing the strategy.

Section 66001(a)(3)

A reasonable relationship exists between the use of wetland mitigation fee revenue and covered activities that would pay the fee. Only covered activities that have wetland impacts (impacts on species and natural communities within wetland land cover types) pay the fee, and fee revenues fund implementation of the conservation strategy designed to mitigate those impacts. Specific elements of the strategy from Chapter 5 of the HCP/NCCP that relate to the restoration or creation of wetlands, ponds, and streams include:

- ♦ Conservation methods such as:
 - Biological goals and objectives that include the restoration and creation of wetlands, ponds, and streams.
 - Mitigation of impacts on state and federal jurisdictional wetlands and waters.
- ♦ Conservation measures such as:
 - Conservation Measure 2.3. Restore Wetlands and Create Ponds
 - Conservation Measure 2.10. Restore Streams and Riparian Woodland/Scrub to Compensate for Habitat Loss and to Increase Biodiversity.

The cost model summarized in Chapter 9 and presented in detail in Appendix G of the HCP/NCCP explains the costs associated with the restoration or creation of wetlands, ponds, and streams. Updated costs are shown in Table 3.1 in Chapter 3 of this report and include:

- ♦ All costs associated with the habitat restoration/creation cost category (includes construction costs and staff-related costs)
- ♦ The share of environmental compliance costs associated with one-time costs for habitat restoration/creation

- ♦ Costs for pre-construction surveys and construction monitoring for restoration sites (costs included in the monitoring, research and adaptive management tab in the cost model).

Section 66001(a)(4)

A reasonable relationship exists between the need for the wetland mitigation fee and covered activities that would pay the fee. Chapter 3 of the HCP/NCCP explains the relationship between the 17 animal and 11 plant species covered under the HCP/NCCP and wetland land cover types (see Table 3-9 in Chapter 3 of the Plan). Chapter 4 of the Plan explains the impacts of covered activities on these animal and plant species, and more broadly on natural communities. The importance of wetland land cover types is demonstrated by:

- ♦ The eight wetland land cover types provide habitats for all 17 animal species covered under the Plan.
- ♦ Individual wetland land cover types provide habitat for at least three and, in the case of seasonal wetlands, as many as 11 covered animal species.
- ♦ Vernal pools are an essential habitat for four covered species and 11 covered plants.

Section 66001(b)

A reasonable relationship exists between the amount of the wetland mitigation fee on a specific covered activity and the proportionate share of HCP/NCCP costs based on the fee schedule shown in Table 5.1. The fee schedule reflects the type of land cover that is affected because both mitigation ratios and per acre mitigation costs vary by land cover. The total fee for a covered activity is proportional to the amount of the impact based on the number of acres of wetland or pond, or linear feet of stream affected.

6. DEVELOPMENT FEE

This chapter presents the updated development fee schedule and the reasonable relationship findings required by the MFA and presented in Chapter 1. The development fee is applied to covered activities that generate permanent impacts. The only exception are permanent impacts caused by a specified list of rural infrastructure projects that pay the rural road fee based on a multiplier applied to the development fee (see Chapter 7).²⁷ Applicants can dedicate land for the Preserve System or generate alternative special taxes, fees, or charges in lieu of paying the mitigation fees subject to approval by the Conservancy.

Updated Fee Schedule

The development fee is based on all covered activities funding a fair share of total HCP/NCCP implementation costs. The fair share is based on the total amount of lands dedicated to habitat preservation in Eastern Contra Costa County, both lands existing prior to the HCP/NCCP and lands added by the Preserve System through implementation of the Plan. The Plan apportioned this total land area for habitat preservation between urban development existing prior to the Plan and urban development anticipated to occur during the 30-year permit term of the Plan. The fair share of costs allocated to the development fee under the maximum UDA scenario is 52 percent as documented in Appendix H of the Plan. The Plan requires that the periodic audit use this fair share amount to update the development fee, and that the fee cannot make up for shortfalls in revenue from other local, state, and federal sources.²⁸

As explained in Chapter 1, all covered activities pay the development fee unless the applicant provides their own mitigation. In cases where wetland land cover types are affected, the wetland mitigation fee is also paid. As explained in Chapter 3, the wetland mitigation fee will fund costs of habitat restoration/creation associated with impacts on wetlands, ponds, and streams. Therefore, total Plan costs subject to the fair share calculation are calculated net of wetland mitigation fee revenue. This approach avoids double-charging covered activities for the same Plan costs.

Table 6.1 shows that share of total HCP/NCCP costs allocated to the development fee. Costs are shown net of estimated wetland mitigation fee revenue drawn from Table 5.3 in the prior chapter. Development fee revenue

²⁷ HCP/NCCP, Chapter 9, pp. 9-17 to 9-22, Figure 9-1, Table 9-4.

²⁸ HCP/NCCP, Chapter 9, p. 9-31.

to date is deducted from the fair share allocated to the development fee to calculate the net revenue still required from the development fee for the remainder of the permit term. Using this approach ensures that at the end of the permit term covered activities would have paid the fair share of plan costs as determined by the nexus analysis in the Plan.

Table 6.1: Development Fee Fair Share Analysis (2021 \$)

| | Maximum Urban Development Area | | Initial Urban Development Area | |
|---|--------------------------------|-----------------------------|--------------------------------|-----------------------------|
| | Formula | Amount | Formula | Amount |
| Plan Implementation Costs | <i>a</i> | \$539,680,000 | <i>q</i> | \$456,970,000 |
| Wetland Mitigation Fee Revenue | <i>b</i> | (\$49,110,000) | <i>p</i> | (\$42,570,000) |
| Endowment Contribution ¹ | <i>c</i> | <u>\$70,260,000</u> | <i>d</i> | <u>\$58,270,000</u> |
| Net Cost Subject to Fair Share Allocation | <i>d (sum)</i> | \$560,830,000 | <i>m (sum)</i> | \$472,670,000 |
| Development Fair Share Allocation ² | <i>e</i> | <u>52%</u> | <i>l = k / m</i> | <u>43%</u> |
| Development Fair Share Costs | <i>f = d * e</i> | \$291,630,000 | <i>k = m - i</i> | \$203,470,000 |
| Development Fee Revenue To Date | <i>g</i> | <u>(\$17,450,000)</u> | <i>g</i> | <u>(\$17,450,000)</u> |
| Remaining Development Fair Share Costs (2022-2037) | <i>h = f - g</i> | <u>\$274,180,000</u> | <i>j = k + g</i> | <u>\$186,020,000</u> |
| Other Plan Funding | <i>i = d - f</i> | \$269,200,000 | <i>i</i> | \$269,200,000 |

Notes: This table does not show rural road fee revenue, as shown in the HCP/NCCP, Appendix H, because impacts and associated fee revenues are in addition to impacts mitigated by the development fee. Impacts from rural (outside UDA) projects and activities other than those covered by the rural road fee are included in the development fee.

¹ Endowment contributions during permit term excluding investment earnings.

² "Development Fair Share Allocation" factor for maximum UDA based on HCP/NCCP, Appendix H, Table 1, consistent with procedures required for periodic audit (HCP/NCCP, Chapter 9, p. 9-31). Also, consistent with the HCP/NCCP, the initial UDA Development Fair Share Allocation factor is based on holding non-fee revenue sources constant with the maximum UDA scenario. This approach reasonably assumes that other federal, state, and local funding over the permit term will not be affected by the amount of urban development area impacts.

Sources: HCP/NCCP, Appendix H, Table 1 (second memorandum); Tables 3.2, 3.3, 4.2, 5.3, and 8.1 (this report).

A range of federal, state, and local sources fund the remaining costs for HCP/NCCP implementation, including rural road fees and temporary impact fees. Fair share costs allocated to the development fee under the initial UDA scenario are calculated by holding constant total funding from these other sources. It is reasonable to assume that the level of development under the Plan would not affect the level of funding from these other sources.

The updated development fee is shown in **Table 6.2**. The fee is based on the fair share costs calculated in Table 6.1 divided by the equivalent acres of impact remaining under each scenario from Table 2.2. The bottom of Table 6.2 shows the fee per acre by zone based on the weighting factors explained in Chapter 2.

Table 6.2: Development Fee Schedule (2021 \$ for 2022 Fee Schedule)

| | | Initial UDA | Maximum UDA | Mid- Point |
|---|---|----------------------|----------------|-----------------|
| <u>Fee per Equivalent Acre (based on remaining costs & impacts, 2022-2037)</u> | | | | |
| Remaining Development Fair Share Costs | | \$186,020,000 | \$274,180,000 | |
| Remaining Development Impacts (equivalent acres) | | <u>19,046</u> | <u>29,160</u> | |
| Development Fee (per equivalent acre) | | \$9,767 | \$9,403 | \$9,585 |
| <u>Fee Schedule (per acre of impact)</u> | | <u>Weight</u> | | |
| Zone 1 | 2 | \$19,534 | \$18,806 | \$19,170 |
| Zone 2 | 4 | \$39,068 | \$37,612 | \$38,340 |
| Zone 3 | 1 | \$9,767 | \$9,403 | \$9,585 |

Source: Tables 2.2 and 6.1.

Table 6.2 also shows the average fee for the initial and maximum UDA scenarios. Use of the average development fee for the two scenarios was approved by the Conservancy Board when adopting the 2013 Audit recommendations (June 27, 2013).

Consistent with the prior audits, these equivalent acres do not discount for lands within the UDA that remain undeveloped during the permit term, as was done in the Plan to calculate the original development fee. Doing so would make the nexus analysis inconsistent with allowable permit term impacts.

Comparison with Original and Current Fee

In **Table 6.3** the updated fee based on the average of the two scenarios is compared with the current adopted fee. As shown in the table, the recommended development fee is just over one percent higher than the current fee schedule. The automatic annual inflation adjustment since the prior audit has been able to keep the fee in line with changing Plan costs without any significant revision needed based on the current audit.

Mitigation Fee Act Findings

The following findings are required by the MFA and were presented in Chapter 1.

Table 6.3: Development Fee Comparison (fee per acre)

| Zone | 2022 Fee Schedule | 2022 Audit ¹ | Change |
|--------|-------------------|-------------------------|--------|
| Zone 1 | 18,938 | 19,170 | 1.2% |
| Zone 2 | 37,876 | 38,340 | 1.2% |
| Zone 3 | 9,469 | 9,585 | 1.2% |

¹ Uses average development fee of initial and maximum UDA scenarios as approved by Conservancy Board when adopting the 2013 Audit recommendations (June 27, 2013).

Sources: ECCC Habitat Conservancy, [Annual Mitigation Fee Adjustment Summary \(PDF\)](#); Table 6.2.

Section 66001(a)(1)

The development fee is intended to pay the fair share cost of the HCP/NCCP associated with permanent impacts except impacts from a specified list of rural transportation projects (see Chapter 7) and excluding habitat restoration/creation costs for wetland land cover types funded by the wetland mitigation fee.

Section 66001(a)(2)

The development fee will fund a fair share of all HCP/NCCP costs except costs funded by the wetland mitigation fees. Chapter 5 of the Plan explains the conservation strategy for the Plan and Chapter 9 explains the costs associated with implementing the strategy.

Section 66001(a)(3)

A reasonable relationship exists between the use of development fee revenue and covered activities that would pay the fee. Chapter 5 of the HCP/NCCP explains the conservation strategy and Chapter 9 explains the costs associated with implementing the strategy.

The conservation strategy in Chapter 5 of the Plan identifies biological goals and objectives that are supported by specific conservation measures: five measures related to landscape-level conservation, nine measures related to natural community-level conservation (excluding two measures related to wetland, pond, and stream restoration/creation discussed in the prior chapter of this report), and nine measures related to species-level conservation.

The cost model summarized in Chapter 9 of the Plan and presented in detail in Appendix G of the Plan explains and estimates the costs associated with implementation. Updated costs are shown in Chapter 3 of this report and include nine cost categories necessary to implement the Plan: program

administration, land acquisition, planning and design, habitat restoration/creation, environmental compliance, preserve management and maintenance, monitoring, research, and adaptive management, remedial measures, and contingency fund. As explained in the Chapter 3 of this report costs related to wetland, pond, and stream habitat restoration/creation are not included in the development fee.

Section 66001(a)(4)

A reasonable relationship exists between the need for the development fee and covered activities that would pay the fee. Chapter 3 of the HCP/NCCP explains the relationship between the 17 animal species, 11 plant species, and associated habitats covered under the Plan and terrestrial land cover types (see Table 3-9 in Chapter 3 of the Plan). Chapter 4 of the Plan explains the impacts of covered activities by land cover type on these animal and plant species, and more broadly on their habitats and natural communities.

Section 66001(b)

A reasonable relationship exists between the amount of the development fee on a specific covered activity and the proportionate share of HCP/NCCP costs based on the fee schedule shown in Table 6.2 for three reasons:

- ♦ The fee is based on a fair share of HCP/NCCP costs as determined by the share of development occurring under the Plan compared to total development (existing plus new) under the maximum UDA scenario. As stated in the Plan: “this analysis considers the pace of open space acquisition relative to the pace of development before and after adoption of the HCP/NCCP and assigns the land acquisition requirements of the HCP/NCCP according to the premise that future development should mitigate impacts in the inventory area proportionate to its share of the overall habitat impacts in the inventory area (i.e., impacts in the past and the future).”²⁹
- ♦ As explained in detail in Chapter 2, *Development Fee Zones*, the fee is adjusted for three zones that reflect the relative amount of impact from urban development on natural habitats and covered species. The mapping of the zones was completed at a level of detail sufficient to provide a reasonable relationship between all land within a specific zone and the relative weight of impacts assigned to that zone.
- ♦ The total fee for a covered activity is proportional to the amount of the impact based on the number of acres affected.

²⁹ HCP/NCCP, Chapter 5, p. 5-51.

7. RURAL ROAD AND TEMPORARY IMPACT FEES

This chapter presents the updated fee schedule for the rural road fee and the temporary impact fee, and the reasonable relationship findings for each fee required by the MFA and explained in Chapter 1.

Rural Road Fee

The rural road fee is applied to 18 specified rural transportation projects.³⁰ These projects pay a multiple of 1.00 to 2.25 of the development fee. These projects fragment habitat, create substantial barriers and hazards to wildlife movement, and generally have a greater per-acre impact than other types of development projects. The extent of these additional impacts depends on whether the proposed facility is new or expanded, on the length of the facility, on the type of habitat traversed by the road, and other factors. The fee multiple is lower if the project implements wildlife-friendly design measures.

Funding from the rural road fee is shown in **Table 7.1**.

Table 7.1: Rural Road Fee Revenue

| | Year | Amount |
|---|------|----------------------|
| HCP/NCCP Estimate | 2006 | \$7,431,600 |
| Inflation Index | | <u>0.6578</u> |
| Current Estimate (2021 \$) | 2021 | \$11,300,000 |
| Rural Road Fee Revenue To Date | | <u>(\$2,510,000)</u> |
| Remaining Rural Road Fee Revenue | | \$8,790,000 |
| Notes: Revenue estimate assumes that all wildlife-friendly design measures are implemented. | | |
| Appendix H of the HCP/NCCP also includes a revenue estimate of \$1,500,000 for unspecified "rural infrastructure fees" from the development fee applied to projects and activities outside the UDA such as flood protection projects, utility projects, and related maintenance activities. Revenue from these projects and activities are included in the development fee (see Chapter 6). | | |
| Sources: HCP/NCCP, Chapter 9, Table 9-6 and Appendix H, Table 1 (second memorandum); Appendix F, Table F.1. | | |

Mitigation Fee Act Findings

The following findings are required by the MFA and were presented in Chapter 1.

³⁰ HCP/NCCP, Chapter 9, pp. 9-24 to 9-25, Table 9-6.

Section 66001(a)(1)

The rural road fee is intended to pay the costs of the HCP/NCCP associated with mitigating permanent impacts from specified transportation projects outside the urban development area, excluding habitat restoration/creation costs for wetland land cover types funded by the wetland mitigation fee.

Section 66001(a)(2)

The rural road fee will fund HCP/NCCP costs to mitigate permanent impacts from specified transportation projects outside the urban development area, excluding habitat restoration/creation costs for wetland land cover types funded by the wetland mitigation fee. Chapter 5 of the Plan explains the conservation strategy for the Plan and Chapter 9 explains the costs associated with implementing the strategy.

Section 66001(a)(3)

A reasonable relationship exists between the use of rural road fee revenue and covered activities that would pay the fee. Chapter 5 of the HCP/NCCP explains the conservation strategy and Chapter 9 explains the costs associated with implementing the strategy.

The conservation strategy in Chapter 5 of the Plan identifies biological goals and objectives that are supported by specific conservation measures: five measures related to landscape-level conservation, nine measures related to natural community-level conservation (excluding two measures related to wetland, pond, and stream restoration/creation discussed in the prior chapter of this report), and nine measures related to species-level conservation.

The cost model summarized in Chapter 9 and presented in detail in Appendix G of the Plan explains the costs associated with implementation. Updated costs are shown in Chapter 3 of this report and include nine cost categories: program administration, land acquisition, planning and design, habitat restoration/creation, environmental compliance, preserve management and maintenance, monitoring, research, and adaptive management, remedial measures, and contingency fund. As explained in the prior chapter of this report costs related to habitat restoration/creation on wetland land cover types are not included in the development fee.

Section 66001(a)(4)

A reasonable relationship exists between the need for the rural road fee and covered activities that would pay the fee. Chapter 3 of the HCP/NCCP explains the relationship between the 17 animal species, 11 plant species, and

associated habitats covered under the Plan and terrestrial land cover types (see Table 3-9 in Chapter 3 of the Plan). Chapter 4 of the Plan explains the impacts of covered activities by land cover type on these animal and plant species, and more broadly on their habitats and natural communities.

Section 66001(b)

A reasonable relationship exists between the amount of the rural road fee and the proportionate share of HCP/NCCP costs for the following reasons:

- ♦ The fee is based on the development fee discussed in Chapter 6 and applied to the permanent disturbance of land associated with a specific list of transportation projects.
- ♦ The fee is adjusted by a multiplier applicable to each specified transportation project to reflect each project's level of additional effects on the fragmentation of habitat and creation of barriers and hazards to wildlife movement.
- ♦ The total fee for a covered activity is proportional to the amount of the impact based on the number of acres affected.

Temporary Impact Fee

The temporary impact fee is applied to all temporary impacts from covered activities both inside and outside the UDA. The temporary impact fee is based on the development fee described in the prior chapter and shown in the fee schedule in Table 6.2. Where applicable the fee is also based on the wetland mitigation fee described in Chapter 5 and shown in the fee schedule in Table 5.1.

As described in Chapter 2 of the HCP/NCCP there are many covered activities that are short duration or intermittent and result in temporary impacts on natural land cover types. As described in Chapter 4 of the Plan some covered activities are expected to have substantial temporary impacts on covered species due to their large footprint, linear nature, location in the inventory area, effect on local soils or hydrology, or a combination of these factors. Temporary impacts are defined as any impact on vegetation or habitat that does not result in permanent habitat removal.

Chapter 9 of the Plan provides a detailed explanation of the calculation of the temporary impact fee. Covered activities with temporary impacts pay a fee based on the development fee. In addition, covered activities with temporary impacts on wetland land cover types also pay a fee based on the wetland mitigation fee. The temporary impact fee is calculated based on the frequency of the temporary impact and habitat recovery over the 30-year permit term;

the amount of the fee is equal to the applicable development or wetland mitigation fee multiplied by the proportion of the Plan's 30-year term affected by the temporary impact.

Mitigation Fee Act Findings

The following findings are required by the MFA and were presented in Chapter 1.

Section 66001(a)(1)

The temporary impact fee is intended to pay for costs of the HCP/NCCP associated with mitigating temporary impacts.

Section 66001(a)(2)

The temporary impact fee will fund HCP/NCCP costs to mitigate temporary impacts. Chapter 5 of the Plan explains the conservation strategy for the Plan and Chapter 9 explains the costs associated with implementing the strategy.

Section 66001(a)(3)

A reasonable relationship exists between the use of temporary impact fee revenue and covered activities that would pay the fee. Chapter 5 of the HCP/NCCP explains the conservation strategy and Chapter 9 explains the costs associated with implementing the strategy.

The conservation strategy in Chapter 5 of the Plan identifies biological goals and objectives that are supported by specific conservation measures: five measures related to landscape-level conservation, 11 measures related to natural community-level conservation, and nine measures related to species-level conservation.

The cost model summarized in Chapter 9 and presented in detail in Appendix G of the Plan explains the costs associated with implementation. Updated costs are shown in Chapter 3 of this report and include nine cost categories: program administration, land acquisition, planning and design, habitat restoration/creation, environmental compliance, preserve management and maintenance, monitoring, research, and adaptive management, remedial measures, and contingency fund.

Section 66001(a)(4)

A reasonable relationship exists between the need for the temporary impact fee and covered activities that would pay the fee. Chapter 3 of the HCP/NCCP

explains the relationship between the 17 animal and 11 plant species covered under the Plan and all land cover types (see Table 3-9 in Chapter 3 of the Plan). Chapter 4 of the Plan explains the impacts of covered activities on these animal and plant species.

Section 66001(b)

A reasonable relationship exists between the amount of the temporary impact fee on a specific covered activity and the proportionate share of HCP/NCCP costs based on the fee schedules shown in Table 5.1 and Table 6.2 for three reasons:

- ♦ As explained in Chapter 5 regarding the wetland mitigation fee and Chapter 6 regarding the development fee, the fees are based only on Plan costs associated with permanent impacts. Temporary impacts are reasonably like permanent impacts when adjusted for the duration of the temporary impact, so it is reasonable to establish the temporary fee based on the wetland mitigation and development fees.
- ♦ As explained in detail in Chapter 2, *Development Fee Zones*, the fee is adjusted for three zones that reflect the relative amount of impact from urban development on natural habitats and covered species. The mapping of the zones was completed at a level of detail sufficient to provide a reasonable relationship between all land within a specific zone and the relative weight of impacts assigned to that zone.
- ♦ The total fee for a covered activity is proportional to the amount of the impact based on the number of acres affected.
- ♦ The total fee is proportional to the duration of the temporary impact.

8. FUNDING PLAN

This chapter provides an updated funding plan for the HCP/NCCP based on the HCP/NCCP cost and mitigation fee revenue analysis presented in the prior chapters. This chapter provides the remaining two findings required by the MFA and explained in Chapter 1:

- ♦ Identify all sources and amounts of funding anticipated to complete financing of improvements to be funded by the fee.
- ♦ Designate the approximate dates when funding is expected to complete financing of improvements to be funded by the fee.

Revenue Sources

The funding plan tracks total revenues to date and estimates revenue for the remaining permit term. All amounts are shown in 2021 dollars. This section reviews the assumptions used to estimate each revenue source in the funding plan for the remaining 16 years of the permit term.

Mitigation Fees

- ♦ **Development fee** revenue for the remaining permit term is based on the “Remaining Fair Share Development Costs” shown in Table 6.2. All other mitigation payment revenue associated with specific agreements between land developers and the permittees is allocated to the endowment (see Chapter 4).
- ♦ **Wetland mitigation fee** revenue for the remaining permit term is based on the amounts shown in Table 5.3.
- ♦ **Rural road fee** revenue for the remaining permit term is based on the amount shown in Table 7.1.
- ♦ **Temporary impact fee** revenue for the remaining permit term equals the prior five-year annual average.

Consistent with prior audits, mitigation fee revenues assume that total impacts allowed under the permit occur by the end of the 30-year permit term. The permit term likely will need to be extended because impacts are occurring at a slower pace than anticipated by the HCP/NCCP. The funding plan will continue to use a 30-year planning horizon for occurrence of all allowable impacts until a permit term extension is approved by the permittees and the wildlife agencies. See Chapter 2, *Permit Term Extension*, for more discussion.

Other Fees and Exactions

- ♦ **Administrative charges** are for costs associated with processing mitigation fees paid by participating special entities. Participating special entities generate impacts covered by the Plan but are not one of the permittees.³¹ Revenue for the remaining permit term equals the prior five-year annual average.
- ♦ **Payments for non-covered activities** are reduced to zero over the permit term because this revenue cannot be used for impacts under the Plan and must be used for additional conservation measures.
- ♦ **Other development exactions** are primarily from participating special entities and are for conservation beyond the mitigation requirements of the Plan (“contribution to recovery”). Revenue for the remaining permit term equals the prior five-year annual average.

State and Federal Funds and Local Capital Funds

The HCP/NCCP anticipated that state and federal funds and local capital funds would be used for land acquisition to build the Preserve System. Through 2021 state and federal funds have been used nearly exclusively for land acquisition along with a limited amount of funding for activities such as the planning and design of restoration projects. Local capital funds are comprised mostly of foundation grants and land acquisition funding from the Park District. A limited amount of funding from foundation grants and other local sources has been used for research. Park District funding comes from voter-approved tax measures and lease revenues (see Chapter 4, *Lease Revenues*, and **Table F.4** in Appendix F). Over 90 percent of the funding from these sources combined through 2021 has been used for land acquisition.

The HCP/NCCP converted estimated funding from these sources into estimates of acres acquired.³² The Plan states that state and federal funding must be measured in terms of acreage rather than dollars.³³ The audit applies this same acreage approach for measuring funding from local capital funds.

These funding sources have declined substantially in the past five years. The 10-year average for these sources combined is more than double the five-year average (see **Table F.5** in Appendix F). Funding for the remainder of the

³¹ Entities not subject to the jurisdiction of the permittees under the Plan may request coverage under the Plan for covered activities. Such organizations may include, for example, school districts, water districts, other utilities or special districts, or private companies. These entities, known as participating special entities, can receive coverage under the HCP/NCCP during Plan implementation on a case-by-case basis and by paying the appropriate fees as determined by the Conservancy.

³² HCP/NCCP, Chapter 9, pp. 9-33 and 9-36.

³³ HCP/NCCP, Chapter 9, p. 9-37.

permit term is estimated to be more than the prior five-year average and less than the 10-year average (130 and 160 percent of the five-year average for state and federal funds and local capital funds, respectively). This level of funding is estimated such that:

- ♦ The Plan remains fully funded based on total plan resources (total revenues plus FY 2021 ending fund balance) versus total plan costs
- ♦ Total funding from each source over the permit term for land acquisition, when converted to acreage based on average costs per acre, does not exceed the land acquisition estimates for each source included in the Plan.

To balance total plan revenues against total plan costs, the funding plan for this audit was able to hold funding from these sources to between 87 and 90 percent of the amount estimated in the Plan, based on acreage acquired and average cost per acre, depending on the funding source and scenario (initial or maximum UDA).

Local Operating Funds

The Plan anticipated that the Park District would be a significant funding partner not only in land acquisition but also in preserve management.³⁴ Indeed, the Park District holds title to all but one of the acquisitions completed through 2021 to build the Preserve System.³⁵ In addition to land purchase costs, the Park District has funded a share of due diligence and closing costs for land acquisitions and a share of costs for preserve management. Park District funding sources include an allocation of lease revenues on preserve lands (see **Table F.4** and **Table F.5** in Appendix F).

The Conservancy and the Park District are currently negotiating a cost sharing agreement for preserve management. Guiding principles for this agreement are the Park District fund land management at a level sufficient “to achieve its internal management standards”. Other sources (such as the Conservancy) would fund “those costs related to implementing the HCP/NCCP that would not otherwise be incurred by the Park District to manage its lands.”³⁶ Applying these principles, local operating funds from the Park District are estimated based on the Park District funding 41 percent of total preserve management costs for the remainder of the permit term. This estimate is based on a preliminary estimate provided by Conservancy and subject to negotiation between EBRPD and the Conservancy.

³⁴ HCP/NCCP, Chapter 9, pp. 9-33 to 9-34 and Appendix H (first memorandum).

³⁵ The only acquisition that is not held by the Park District is the 165-acre Viera North Peak parcel.

³⁶ *Implementing Agreement for the East Contra Costa County HCP/NCCP*, January 22, 2007, p. 22.

The Park District has also funded a share of due diligence and closing costs for land acquisitions. Based on funding and costs to date (through 2021), the District's funding has equaled one percent of total land acquisition costs. The funding plan assumes that the District will continue to fund these costs at this same level through the remainder of the permit term.

Future local operating funds from the Park District are shown in **Table 8.1**. Total funding is between \$14 million and \$17 million, depending on the scenario. Net funding after deducting lease revenues is \$6 million to \$8 million.

**Table 8.1: Future Local Operating Funds (Park District)
(2022-2037)**

| | Initial UDA | Maximum UDA |
|--|------------------------|------------------------|
| Preserve Management & Maintenance | | |
| 2022-2026 Costs (yrs. 15-19) | \$7,430,000 | \$7,990,000 |
| 2027-2031 Costs (yrs. 20-24) | \$9,340,000 | \$10,820,000 |
| 2032-2037 Costs (yrs. 25-30) | <u>\$13,900,000</u> | <u>\$16,910,000</u> |
| Total | \$30,670,000 | \$35,720,000 |
| Park District Share ¹ | 41.0% | 41.0% |
| Park District Preserve Management Funding | \$12,570,000 | \$14,650,000 |
| Due Diligence & Closing (funded by Park District) ² | <u>\$1,520,000</u> | <u>\$2,120,000</u> |
| Total Park District Funding | \$14,090,000 | \$16,770,000 |
| Lease Revenue Subject To Allocation Agreement ³ | (\$5,100,000) | (\$5,100,000) |
| Grazing Lease Revenue ⁴ | <u>(\$2,960,000)</u> | <u>(\$3,470,000)</u> |
| Net Additional Park District Funding (yrs. 15-30) | \$6,030,000 | \$8,200,000 |

¹ EBRPD share based on preliminary estimate provided by Conservancy and subject to negotiation between EBRPD and the Conservancy.

² Equal to one percent of total future land acquisition costs. The one percent factor is based on Park District share of funding for those costs to date (\$1.5 million of District funding and \$139 million of land acquisition costs through 2021).

³ The Conservancy and EBRPD have entered into a lease revenue allocation agreement that allocates revenue from leases (primarily from communication and wind power facilities) on preserve lands. The amount shown here represents the share of those revenues allocated to preserve management and maintenance costs excluding grazing leases.

⁴ Based on cost model estimates of grazing management costs. Costs are assumed equal grazing lease revenue.

Sources: Appendices C and D (Summary, Land Acquisition, and Preserve Management & Maintenance tables); Appendix F, Tables F.4 and F.5.

Other Funds

Other funds include interest earnings and miscellaneous revenue. Revenue from these sources for the remaining permit term equals the prior five-year annual average.

Funding Plan Summary

Table 8.2 presents the updated funding plan under the initial and maximum UDA scenarios. Actual revenues for 2007 through 2021 are inflated to 2021 dollars and added to estimates of remaining revenues for each scenario to calculate total revenues for the 30-year permit term. The ending fund balance for 2021 is included to calculate total resources available to fund the Plan. Plan costs are drawn from Chapters 3 and 4.

Tables 8.3 and 8.4 compare the updated funding plan with the HCP/NCCP and the 2017 audit for the initial and maximum UDA scenarios, respectively, in 2021 dollars. Three revenue sources, development fees, state and federal funds, and local capital funds, continue to fund over 80 percent of the Plan. The share of total revenue provided by each of these sources continue to remain constant across the three funding plans (+/- two percent).

Table 8.2: Funding Plan (2021 dollars)

| | 2007-2021 | Initial UDA | | Maximum UDA | |
|---|----------------------|-----------------------|-----------------------------|-----------------------|-----------------------------|
| | Actual | 2022-2037 Estimate | Total Estimate | 2022-2037 Estimate | Total Estimate |
| PLAN FUNDING | | | | | |
| Mitigation Fees | | | | | |
| Development Fee | \$17,450,000 | \$186,020,000 | \$203,470,000 | \$274,180,000 | \$291,630,000 |
| Wetland Mitigation Fee | \$1,570,000 | \$41,000,000 | \$42,570,000 | \$47,540,000 | \$49,110,000 |
| Rural Road Fee | \$2,510,000 | \$8,790,000 | \$11,300,000 | \$8,790,000 | \$11,300,000 |
| Temporary Impact Fee ² | <u>\$3,710,000</u> | <u>\$3,520,000</u> | <u>\$7,230,000</u> | <u>\$3,520,000</u> | <u>\$7,230,000</u> |
| Subtotal | \$25,240,000 | \$239,330,000 | \$264,570,000 | \$334,030,000 | \$359,270,000 |
| Other Fees & Exactions | | | | | |
| Administrative Charges ² | \$990,000 | \$1,460,000 | \$2,450,000 | \$1,460,000 | \$2,450,000 |
| Non-Covered Activities ³ | \$5,070,000 | (\$5,070,000) | \$0 | (\$5,070,000) | \$0 |
| Other Mitigation Fees ² | <u>\$4,740,000</u> | <u>\$1,870,000</u> | <u>\$6,610,000</u> | <u>\$1,870,000</u> | <u>\$6,610,000</u> |
| Subtotal | \$10,800,000 | (\$1,740,000) | \$9,060,000 | (\$1,740,000) | \$9,060,000 |
| Local, State & Federal Funds | | | | | |
| State & Federal Funds ⁴ | \$106,530,000 | \$50,150,000 | \$156,680,000 | \$50,150,000 | \$156,680,000 |
| Local Capital Funds ⁴ | \$39,110,000 | \$16,610,000 | \$55,720,000 | \$16,610,000 | \$55,720,000 |
| Local Operating Funds | <u>\$10,270,000</u> | <u>\$14,090,000</u> | <u>\$24,360,000</u> | <u>\$16,770,000</u> | <u>\$27,040,000</u> |
| Subtotal | \$155,910,000 | \$80,850,000 | \$236,760,000 | \$83,530,000 | \$239,440,000 |
| Other Funds | | | | | |
| Interest Earnings ² | \$540,000 | \$650,000 | \$1,190,000 | \$650,000 | \$1,190,000 |
| Miscellaneous ² | <u>\$30,000</u> | <u>\$30,000</u> | <u>\$60,000</u> | <u>\$30,000</u> | <u>\$60,000</u> |
| Subtotal | <u>\$570,000</u> | <u>\$680,000</u> | <u>\$1,250,000</u> | <u>\$680,000</u> | <u>\$1,250,000</u> |
| Total Revenue | \$192,520,000 | \$319,120,000 | \$511,640,000 | \$416,500,000 | \$609,020,000 |
| Fund Balance ⁵ | <u>\$3,960,000</u> | <u>\$0</u> | <u>\$3,960,000</u> | <u>\$0</u> | <u>\$3,960,000</u> |
| Total Resources | \$196,480,000 | \$319,120,000 | \$515,600,000 | \$416,500,000 | \$612,980,000 |
| PLAN COSTS | | | | | |
| Plan Implementation (Permit Term) | | | \$456,970,000 | | \$539,680,000 |
| Endowment Fund Contribution | | | <u>\$58,270,000</u> | | <u>\$70,260,000</u> |
| Total Costs | | | <u>\$515,240,000</u> | | <u>\$609,940,000</u> |
| Surplus / (Deficit) | | | \$360,000 | | \$3,040,000 |

¹ Total years 0-30 revenue estimated based on adjusting HCP/NCCP estimate of \$8,930,000 by the inflation index for 2006.

² Future year estimates based on annual average actual revenue for prior five years (2017-2021), except Other Mitigation Fees prior annual average excludes extraordinary CWF 2020 endowment contribution (see Table F.4).

³ Prior year revenue deducted from future years because funding must augment and not substitute for Plan obligations (see Chapter 9 of the Plan).

⁴ Future year estimate used to balance total resources with total costs while ensuring that total revenue does not exceed HCP/NCCP estimates of preserve acquisition funded by these sources, tracked based on acres acquired and average cost per acre.

⁵ As of December 31, 2021.

Sources: Tables 3.2, 3.3, 5.3, 6.1, 7.1, and 8.1, Appendix F, Table F.5, ECCC Habitat Conservancy (fund balance).

Table 8.3: Funding Plan Comparison – Initial Urban Development Area (2021 \$)

| | 2006 Plan | | 2017 Fee Audit | | 2022 Fee Audit | | 2022 Audit vs. 2006 Plan | | 2022 Audit vs. 2017 Audit | |
|---|-----------------------------|-----------|-----------------------------|-----------|-----------------------------|-----------|-------------------------------------|--------------|--------------------------------------|-------------|
| Mitigation Fees | | | | | | | | | | |
| Development Fee | \$179,660,000 | 40% | \$212,450,000 | 38% | \$203,470,000 | 39% | \$23,810,000 | 13% | (\$8,980,000) | (4%) |
| Wetland Mitigation Fee | \$33,810,000 | 7% | \$51,310,000 | 9% | \$42,570,000 | 8% | \$8,760,000 | 26% | (\$8,740,000) | (17%) |
| Rural Road Fee | \$13,580,000 | 3% | \$13,570,000 | 2% | \$11,300,000 | 2% | (\$2,280,000) | (17%) | (\$2,270,000) | (17%) |
| Temporary Impact Fee | <u>\$0</u> | <u>0%</u> | <u>\$6,570,000</u> | <u>1%</u> | <u>\$7,230,000</u> | <u>1%</u> | <u>\$7,230,000</u> | <u>NA</u> | <u>\$660,000</u> | <u>10%</u> |
| Subtotal | \$227,050,000 | 50% | \$283,900,000 | 51% | \$264,570,000 | 51% | \$37,520,000 | 17% | (\$19,330,000) | (7%) |
| Other Fees & Exactions | | | | | | | | | | |
| Administrative Charges | \$0 | 0% | \$1,670,000 | 0% | \$2,450,000 | 0% | \$2,450,000 | NA | \$780,000 | 47% |
| Non-Covered Activities | \$0 | 0% | \$0 | 0% | \$0 | 0% | \$0 | NA | \$0 | NA |
| Other Mitigation Fees | <u>\$0</u> | <u>0%</u> | <u>\$4,910,000</u> | <u>1%</u> | <u>\$6,610,000</u> | <u>1%</u> | <u>\$6,610,000</u> | <u>NA</u> | <u>\$1,700,000</u> | <u>35%</u> |
| Subtotal | \$0 | 0% | \$6,580,000 | 1% | \$9,060,000 | 2% | \$9,060,000 | NA | \$2,480,000 | 38% |
| Local, State & Federal Funds | | | | | | | | | | |
| State & Federal Funds | \$143,660,000 | 32% | \$176,870,000 | 32% | \$156,680,000 | 30% | \$13,020,000 | 9% | (\$20,190,000) | (11%) |
| Local Capital Funds | \$53,210,000 | 12% | \$64,810,000 | 12% | \$55,720,000 | 11% | \$2,510,000 | 5% | (\$9,090,000) | (14%) |
| Local Operating Funds | <u>\$30,400,000</u> | <u>7%</u> | <u>\$25,180,000</u> | <u>5%</u> | <u>\$24,360,000</u> | <u>5%</u> | <u>(\$6,040,000)</u> | <u>(20%)</u> | <u>(\$820,000)</u> | <u>(3%)</u> |
| Subtotal | \$227,270,000 | 50% | \$266,860,000 | 48% | \$236,760,000 | 46% | \$9,490,000 | 4% | (\$30,100,000) | (11%) |
| Other Funds | | | | | | | | | | |
| Interest Earnings ¹ | \$0 | 0% | \$670,000 | 0% | \$1,190,000 | 0% | \$1,190,000 | NA | \$520,000 | 78% |
| Miscellaneous ¹ | <u>\$0</u> | <u>0%</u> | <u>\$30,000</u> | <u>0%</u> | <u>\$60,000</u> | <u>0%</u> | <u>\$60,000</u> | <u>NA</u> | <u>\$30,000</u> | <u>100%</u> |
| Subtotal | \$0 | 0% | \$700,000 | 0% | \$1,250,000 | 0% | \$1,250,000 | NA | \$550,000 | 79% |
| Fund Balance | <u>\$0</u> | <u>0%</u> | <u>Not Included</u> | <u>0%</u> | <u>\$3,960,000</u> | <u>1%</u> | <u>\$3,960,000</u> | <u>NA</u> | <u>\$3,960,000</u> | <u>NA</u> |
| Total Funding | \$454,320,000 | 100% | \$558,040,000 | 100% | \$515,600,000 | 100% | \$61,280,000 | 13% | (\$42,440,000) | (8%) |
| Total Costs | <u>\$451,640,000</u> | - | <u>\$556,470,000</u> | - | <u>\$515,240,000</u> | - | <u>\$63,600,000</u> | 14% | <u>(\$41,230,000)</u> | (7%) |
| Surplus / (Deficit) | \$2,680,000 | | \$1,570,000 | | \$360,000 | | (\$2,320,000) | | (\$1,210,000) | |

Note: HCP/NCCP and 2017 Audit revenues are inflated to 2021 dollars using the inflation index in Appendix F.

Sources: HCP/NCCP, Table 9-8 and Appendix H; 2017 Fee Audit, Table 8.2, p. 51; Table 8.2 (this report).

Table 8.4: Funding Plan Comparison – Maximum Urban Development Area (2021 \$)

| | 2006 Plan | | 2017 Fee Audit | | 2022 Fee Audit | | 2022 Audit vs. 2006 Plan | | 2022 Audit vs. 2017 Audit | |
|---|----------------------|------|---------------------------|------|---------------------------|------|-------------------------------------|-------|--------------------------------------|-------|
| Mitigation Fees | | | | | | | | | | |
| Development Fee | \$258,010,000 | 48% | \$317,110,000 | 47% | \$291,630,000 | 48% | \$33,620,000 | 13% | (\$25,480,000) | (8%) |
| Wetland Mitigation Fee | \$36,500,000 | 7% | \$59,240,000 | 9% | \$49,110,000 | 8% | \$12,610,000 | 35% | (\$10,130,000) | (17%) |
| Rural Road Fee | \$13,580,000 | 3% | \$13,570,000 | 2% | \$11,300,000 | 2% | (\$2,280,000) | (17%) | (\$2,270,000) | (17%) |
| Temporary Impact Fee | \$0 | 0% | \$6,570,000 | 1% | \$7,230,000 | 1% | \$7,230,000 | NA | \$660,000 | 10% |
| Subtotal | \$308,090,000 | 58% | \$396,490,000 | 59% | \$359,270,000 | 59% | \$51,180,000 | 17% | (\$37,220,000) | (9%) |
| Other Fees & Exactions | | | | | | | | | | |
| Administrative Charges | \$0 | 0% | \$1,670,000 | 0% | \$2,450,000 | 0% | \$2,450,000 | NA | \$780,000 | 47% |
| Non-Covered Activities | \$0 | 0% | \$0 | 0% | \$0 | 0% | \$0 | NA | \$0 | NA |
| Other Mitigation Fees | \$0 | 0% | \$4,910,000 | 1% | \$6,610,000 | 1% | \$6,610,000 | NA | \$1,700,000 | 35% |
| Subtotal | \$0 | 0% | \$6,580,000 | 1% | \$9,060,000 | 1% | \$9,060,000 | NA | \$2,480,000 | 38% |
| Local, State & Federal Funds | | | | | | | | | | |
| State & Federal Funds | \$143,660,000 | 27% | \$176,870,000 | 26% | \$156,680,000 | 26% | \$13,020,000 | 9% | (\$20,190,000) | (11%) |
| Local Capital Funds | \$53,210,000 | 10% | \$64,810,000 | 10% | \$55,720,000 | 9% | \$2,510,000 | 5% | (\$9,090,000) | (14%) |
| Local Operating Funds | \$30,400,000 | 6% | \$25,180,000 | 4% | \$27,040,000 | 4% | (\$3,360,000) | (11%) | \$1,860,000 | 7% |
| Subtotal | \$227,270,000 | 42% | \$266,860,000 | 40% | \$239,440,000 | 39% | \$12,170,000 | 5% | (\$27,420,000) | (10%) |
| Other Funds | | | | | | | | | | |
| Interest Earnings ¹ | \$0 | 0% | \$670,000 | 0% | \$1,190,000 | 0% | \$1,190,000 | NA | \$520,000 | 78% |
| Miscellaneous ¹ | \$0 | 0% | \$30,000 | 0% | \$60,000 | 0% | \$60,000 | NA | \$30,000 | 100% |
| Subtotal | \$0 | 0% | \$700,000 | 0% | \$1,250,000 | 0% | \$1,250,000 | NA | \$550,000 | 79% |
| Fund Balance | \$0 | 0% | Not Included | 0% | \$3,960,000 | 1% | \$3,960,000 | NA | \$3,960,000 | NA |
| Total Funding | \$535,360,000 | 100% | \$670,630,000 | 100% | \$612,980,000 | 100% | \$77,620,000 | 14% | (\$57,650,000) | (9%) |
| Total Costs | \$532,140,000 | - | \$669,060,000 | - | \$609,940,000 | - | \$77,800,000 | 15% | (\$59,120,000) | (9%) |
| Surplus / (Deficit) | \$3,220,000 | | \$1,570,000 | | \$3,040,000 | | (\$180,000) | | \$1,470,000 | |

Note: HCP/NCCP and 2017 Audit revenues are inflated to 2021 dollars using the inflation index in Appendix F.

Sources: HCP/NCCP, Table 9-8 and Appendix H; 2017 Fee Audit, Table 8.3, p. 52; Table 8.2 (this report).

APPENDIX A: DEVELOPMENT IMPACTS

The following tables provide detail for impacts from covered activities for 2008 through 2021 of the HCP/NCCP.

Table A.1 provides detail for permanent land conversion impacts

Table A.2 provides detail for wetland impacts.

Temporary impacts are not shown because they do not affect audit calculations of the development fees.

Table A.1: Permanent Land Conversion Impacts (2008-2021) (acres)

| Fiscal Year | Project / Description | Zone 1 | Zone 2 | Zone 3 | Outside UDA ¹ |
|-------------|--|--------|--------|--------|--------------------------|
| 2009 | CCC LP07-2033: Verizon Wireless Martin Cell Tower Project | | | | 1.39 |
| 2009 | CCC LP09-2002: US Coast Guard/SBA Cell Tower Project | | | | 1.158 |
| 2009 | PSE: State Route 4 Bypass, Segment 4, Phase 2 | 24.69 | 23.81 | | |
| 2010 | PSE: CalTrans SR4 Median Buffer & Shoulder Widening Project | | | | 7.34 |
| 2010 | CCC PWD: Vasco Road Safety Improvements | | | | 6.201 |
| 2010 | CCC LP09-2033: Horizon Cell Tower Project | | | | 1.19 |
| 2010 | PSE: eBart Phase 1 Project | 0.3 | | | |
| 2011 | CCC LP10-2070: Morgan Territory Rd Telecommunications Facility Project | | | | 0.901 |
| 2011 | CCC LP09-2037: Camino Diablo Vasco Telecommunications Facility Project | | | | 2.35 |
| 2011 | CCC LP10-2082: J4 Byron Hot Springs Communications Facility | | | | 0.8 |
| 2011 | CCC PWD: Balfour Rd Culvert Repair Project | | | | 0.01 |
| 2011 | CCC PWD: Byron Hwy Shoulder Widening Project-Phase 1 | | | | 0.44 |
| 2011 | CCC PWD: Vasco Camino Diablo Intersection | | | | 1.94 |
| 2011 | PSE: ConocoPhillips Line 200 Repair & Anode | | 0.003 | | |
| 2011 | City of Oakley: Stonewood III-Unit #1 Sub #9183 | 2.21 | | | |
| 2011 | City of Pittsburg: Trash Capture Demonstration Project | 0.02 | | | |
| 2011 | City of Brentwood: New Meetinghouse Brentwood | | | 3.4 | |
| 2012 | CCC PWD: Deer Valley Road Safety Improvement Project | | | | 0.53 |
| 2012 | CCC PWD: Marsh Creek Should Widening near Round Valley Regional Preserve Project | | | | 2.79 |
| 2012 | CCC BIG12-0004598: EBRIX Los Vaqueros Communication Facility | | | | 0.026 |
| 2012 | CCC LP10-2009: Clayton Regency Mobile Home Park Emergency H2O Pipeline Extension | | | | 0.5 |

Table A.1: Permanent Land Conversion Impacts (2008-2021) (acres)
(continued)

| Fiscal Year | Project / Description | Zone 1 | Zone 2 | Zone 3 | Outside UDA¹ |
|--------------------|--|---------------|---------------|---------------|--------------------------------|
| 2012 | EBRPD Round Valley Pedestrian Bridge Project | | | | 0.15 |
| 2012 | City of Oakley: iPark Oakley Project | 9.14 | | | |
| 2012 | PSE: eBart Phase II Extension | 37.91 | | | |
| 2012 | PSE: eBart Phase II Extension-1st & 2nd Amend | 2.56 | | | |
| 2012 | Upper Sand Creek Detention Basin Expansion | | 6.89 | | |
| 2013 | City of Brentwood: AutoZone Store 4136 | 0.9 | | | |
| 2013 | City of Oakley: Emerson Ranch | 138.25 | | | |
| 2013 | CCC: Clayton Regency Mobile Home Park Stormdrain Outfall | | | | 0.2 |
| 2013 | PSE: SR160/SR4 Bypass Phase II Connectors | 18.01 | | | |
| 2013 | PSE: Chevron Pipeline KLM Site 1357 Repair | | 0.007 | | |
| 2014 | City of Brentwood: Ferro/Ronconi | 42.23 | | | |
| 2014 | CCC PWD: Pacifica Ave Sidewalk | 0.204 | | | |
| 2014 | CCC PWD: Marsh Creek Bridge Scour Repair | | | | 0.003 |
| 2014 | CCC PWD: Marsh Creek 142 Wingwall Repair | | | | 0.009 |
| 2014 | CCC PWD: Deer Valley Road Shoulder Widening | | | | 1.77 |
| 2014 | CCC PWD: Marsh Creek Detention Center Bridge Replacement | | | | 0.18 |
| 2014 | CCC PWD: Marsh Creek Road Safety Improvements | | | | 1.3 |
| 2014 | CCC LP13-2097: Verizon Wireless Bethel Island | 0.036 | | | |
| 2014 | CCC LP13-2111: AT&T Co-location Marsh Creek Monopine | | | | 0.000226 |
| 2014 | CCC LP13-2069: Marsh Creek Cell Tower | | | | 0.019 |
| 2015 | City of Brentwood: Bella Fiore | 13.5 | | | |
| 2015 | City of Brentwood: Celebration Preschool | 0.87 | | | |
| 2015 | City of Brentwood: Mangini | 9.77 | | | |
| 2015 | CCC LP14-2044: Mariner's Discovery Church | 3.49 | | | |
| 2015 | City of Oakley PW: Marsh Creek Pedestrian Bridge | 0.02 | | | |
| 2015 | City of Brentwood: Mission Grove | 15.6 | | | |
| 2015 | City of Brentwood: Palmilla Phase I | 20.64 | | | |
| 2015 | Duane Martin Jr. Vasco Caves | | | | 0.1 |
| 2015 | City of Pittsburg: Greystone Place | | | 4.9 | |
| 2015 | Hess Water Trough Installation | | | | 0.01 |
| 2015 | City of Brentwood PW: John Muir Parkway-Phase II | 0.33 | 2.36 | | |
| 2015 | Vaquero Farms S. Wetland Creation & Repair | | | | 0.01 |
| 2015 | CCC PWD: Vasco Road Embankment Repair | | | | 0.02 |
| 2015 | CCC PWD: Marsh Creek Safety Improvement Project (Fed. No. HRRL-5928 (095)) | | 0.76 | | |
| 2016 | City of Brentwood: Maffeo | 9.1 | | | |
| 2016 | City of Brentwood: Palmilla Phase II | 38.7 | | | |
| 2016 | City of Brentwood: Sparrow at Marsh Creek | 6.71 | | | |
| 2016 | City of Brentwood: Cornerstone Church | 4.51 | | | |
| 2016 | City of Brentwood: Elite (Pacific Union) Self Storage | 4 | | | |
| 2016 | City of Oakley: Verizon Wireless Empire Oakley Road | 0.33 | | | |

Table A.1: Permanent Land Conversion Impacts (2008-2021) (acres)
(continued)

| Fiscal Year | Project / Description | Zone 1 | Zone 2 | Zone 3 | Outside UDA¹ |
|--------------------|--|---------------|------------------|---------------|--------------------------------|
| 2016 | City of Pittsburg: Sonic Drive-In Project | | | 1.22 | |
| 2016 | City of Brentwood: Tractor Supply Project | | | 2.8 | |
| 2016 | City of Pittsburg: Delta Gateway Pad No. 12 | 1.8 | | | |
| 2016 | CCC PWD: Port Chicago Hwy-Willow Pass Sidewalk Improvements | 0.156 | | 0.143 | |
| 2016 | CCC PWD: Canal Road Sidewalk and Bike Lanes Project | 0.4709 | | | |
| 2016 | CCC LP15-2029: Timber Rd Communication Facility | | | | 0.05 |
| 2016 | CCC TP12-0026: Moita Road Improvement Project | | 0.36 | | 0.9 |
| 2016 | PSE: Oakley Generating Station (Original-3rd Amendment) Project | 16.72 | [see footnote 2] | | |
| 2016 | PSE: SR4/Balfour & First Amendment | 29.58 | [see footnote 2] | | |
| 2017 | Canal Road Bridge Replacement Project | 0.01 | | | |
| 2017 | Morgan Territory Road Slide Repair and Temporary Access Road Alignment | | | | 0.03 |
| 2017 | Palermo Subdivision | 18.84 | | | |
| 2017 | Sellers Pointe Subdivision | 13.82 | | | |
| 2017 | Verna Way | | | 1.96 | |
| 2017 | Oakley Recreation Center | 4.294 | | | |
| 2017 | Gilbert Property Phase I | 51.91 | | | |
| 2017 | Oakley Gateway | 3.63 | | | |
| 2017 | iPark Oakley Phase 2: Executive RV and Boat Storage | 0.67 | | | |
| 2017 | PG&E Walnut Crossover Rebuild Project | | | | 0.1 |
| 2018 | Kirker Pass Road Northbound Truck Climbing Lane - Inside | | | | 3.12 |
| 2018 | Marsh Creek Road Bridge #141 Replacement Project | | | | 0.09 |
| 2018 | Sciortino Ranch Development | 51.94 | | | |
| 2018 | Bella Verde Development | 6.1 | | | |
| 2018 | Tri-City Plaza - Parcel D | | | 0.87 | |
| 2018 | Shops at Lone Tree (Center Pointe Commercial Development) | 7.64 | | | |
| 2018 | City of Brentwood Recycled Water Project - Phase 1 | 0.9 | | | |
| 2018 | Cypress Self Storage Project | 3.24 | | | |
| 2018 | Bay Point Family Apartments (DP15-3023) | | | 7.61 | |
| 2018 | Shell Pipeline AC Mitigation Site at Valve 158 | | | | 0.03 |
| 2018 | Empire Ave Development - Hovnanian Homes Project | 8 | | | |
| 2018 | 30 Technology Court | 1.46 | | | |
| 2018 | PG&E RMSCC15-303 Project | | | | 0.48 |
| 2018 | Gilbert Property Phase 2 | 70.626 | | | |
| 2019 | Marsh Creek Road Traffic Safety Improvements Project | | | | 0.00015 |
| 2019 | Alicante (The Village at Main) | 20.06 | | | |
| 2019 | The Vines at Oakley | 9.9 | | | |
| 2019 | Liberty Residential Subdivision | 4.24 | | | |
| 2019 | Praxair Pittsburg Cylinder Storage Facility - Phase 1 | | | 0.16 | |

Table A.1: Permanent Land Conversion Impacts (2008-2021) (acres)
(continued)

| Fiscal Year | Project / Description | Zone 1 | Zone 2 | Zone 3 | Outside UDA¹ |
|--------------------|--|---------------|---------------|---------------|--------------------------------|
| 2019 | Praxair Pittsburg Cylinder Storage Facility - Phase | | | 4.93 | |
| 2019 | eBART Phase II Extension - 4th Amendment | 0.21 | | | |
| 2019 | EBRPD FEMA Pond Repair Projects 2019 | | | | 0.002 |
| 2020 | Quick Quack Car Wash and 7-11 | 2.64 | | | |
| 2020 | Brentwood Goddard School | 0.86 | | | |
| 2020 | The Groves | 19.47 | | | |
| 2020 | Silvergate Condominium Community | 8.35 | | | |
| 2020 | City of Brentwood Recycled Water Project Phase 2 - Non-Potable Water Distribution System | 0.17 | | | |
| 2020 | Oakley Logistics Center | 66.046 | | | |
| 2020 | Acacia Development | 12.56 | | | |
| 2020 | Twin Oaks Senior Residence | | | 6.06 | |
| 2020 | Diablo Energy Storage | 10.41 | | | |
| 2020 | Tuscany Meadows | | 168.86 | | |
| 2020 | Department of Water Resources Old Banks Landfill Cap Project | | | | 6.49 |
| 2020 | CCTA Mokelumne Trail Bicycle/Pedestrian Overcrossing Project | 1.85 | | | |
| 2021 | Tuscany Estates Project- at the Baldocchi Property | 23.26 | | | |
| 2021 | Mt. Diablo Resource Recovery Park | 10.26 | | | |
| 2021 | Diablo Meadows Residential Development | | 8.28 | | |
| 2021 | Byron Highway Solar Project | | | | 34.13 |
| 2021 | Byron Highway/Byer Road Safety Improvements Project | | | | 0.18 |
| 2021 | Rotten Robbie Brentwood | 2.11 | | | |
| 2021 | Amber Lane Apartments | 13.91 | | | |
| 2021 | Orchard Trails (Walnut Villas) | 27.88 | | | |
| 2021 | Zip Thru Car Wash | 1.42 | | | |
| | | | | | |
| | Total | 931.44 | 211.33 | 34.05 | 76.94 |

Notes: Only includes impacts subject to permit limits.

"PSE" is participating special entity. "CCC" is Contra Costa County.

¹ Includes covered activities outside the urban development area (UDA) that pay either the zones 1 or 2 fee. Includes rural road projects as shown in Table 9-6 of the 2006 Plan.

² These covered activities occurred over multiple years. Total impacts and last year of impacts are shown here.

Sources: ECCC Habitat Conservancy.

Table A.2: Permanent Wetland Impacts, 2008 Through 2021

| Fiscal Year | Project / Description | Wetlands | | | | | | | | Streams | |
|-------------|--|----------|------------------------|----------------------------|---------------------------|--------------------|------|---------|--------|---------------|---------|
| | | Total | Riparian/ Wood-land | Perma- nent Wet-land | Sea- sonal Wet-land | Alkali Wet-land | Pond | Aquatic | Slough | ≤ 25 ft | > 25 ft |
| | | (acres) | | | | | | | | (linear feet) | |
| 2008 | CCC PWD: Marsh Creek Emergency Bridge Repair Project | | | | | | | | | | 0.3096 |
| 2009 | PSE: State Route 4 Bypass, Segment 4, Phase 2 | 0.19 | 0.19 | | | | | | | | |
| 2010 | PSE: CalTrans SR4 Median Buffer & Shoulder Widening Project | 0.41 | 0.05 | | 0.29 | | | | 0.07 | | 6 |
| 2010 | CCC PWD: Vasco Road Safety Improvements | 0.007 | | 0.006 | 0.001 | | | | | 110 | 22 |
| 2011 | CCC PWD: Balfour Rd Culvert Repair Project | | | | | | | | | | 12 |
| 2011 | CCC PWD: Byron Hwy Shoulder Widening Project-Phase 1 | | | | | | | | | | 47 |
| 2011 | City of Pittsburg: Trash Capture Demonstration Project | 0.02 | | 0.02 | | | | | | | |
| 2012 | CCC PWD: Deer Valley Road Safety Improvement Project | 0.13 | | | | 0.13 | | | | | |
| 2012 | CCC PWD: Marsh Creek Should Widening near Round Valley Regional Preserve Project | 0.064 | | | 0.064 | | | | | 29 | |
| 2012 | Upper Sand Creek Detention Basin Expansion | 0.17 | 0.11 | 0.04 | 0.02 | | | | | 295 | |
| 2013 | CCC: Clayton Regency Mobile Home Park Stormdrain Outfall | 0.1 | 0.1 | | | | | | | | |
| 2013 | PSE: Chevron Pipeline KLM Site 1357 Repair | 0.007 | | | | 0.007 | | | | | |
| 2014 | CCC PWD: Pacifica Ave Sidewalk | 0.044 | 0.044 | | | | | | | | 36 |
| 2014 | CCC PWD: Marsh Creek Bridge Scour Repair | 0.003 | 0.003 | | | | | | | | 23 |
| 2014 | CCC PWD: Marsh Creek 142 Wingwall Repair | 0.009 | 0.009 | | | | | | | | |
| 2014 | CCC PWD: Deer Valley Road Shoulder Widening | 0.1 | | | | | 0.1 | | | | |
| 2014 | CCC PWD: Marsh Creek Detention Center Bridge Replacement | 0.132 | 0.132 | | | | | | | | 60 |

Table A.2: Permanent Wetland Impacts, 2008 Through 2021 *(continued)*

| Fiscal Year | Project / Description | Wetlands | | | | | | | | Streams | |
|-------------|--|----------|-----------------------|----------------------|---------------------|-------------------|------|---------|--------|---------|---------|
| | | Total | Riparian/ Woodland | Permanent Wetland | Seasonal Wetland | Alkali Wetland | Pond | Aquatic | Slough | ≤ 25 ft | > 25 ft |
| 2014 | CCC PWD: Marsh Creek Road Safety Improvements | | | | | | | | | 148 | |
| 2015 | City of Oakley PW: Marsh Creek Pedestrian Bridge | | | | | | | | | | 15 |
| 2015 | City of Brentwood: Palmilla Phase I | | | | | | | | | | 25 |
| 2015 | CCC PWD: Marsh Creek Safety Improvement Project (Fed. No. HRRL-5928 (095)) | 0.02 | 0.02 | | | | | | | 29 | |
| 2016 | CCC PWD: Canal Road Sidewalk and Bike Lanes Project | 0.0039 | 0.0034 | | 0.0005 | | | | | 21 | |
| 2016 | CCC TP12-0026: Moita Road Improvement | | | | | | | | | 45 | |
| 2016 | PSE: SR4/Balfour & First Amendment | 0.42 | 0.42 | | | | | | | | |
| 2017 | CCC PWD: Garin Ranch Basin and Heron Park Basin Improvements | 0.469 | | | | | | 0.469 | | | |
| 2017 | City of Oakley: Gilbert Property Phase I | 0.703 | | | 0.126 | | | | 0.577 | | |
| 2018 | CCC PWD: Kirker Pass Road Northbound Truck Climbing Lane | 0.046 | 0.046 | | | | | | | | |
| 2018 | CCC PWD: Morgan Territory Road Bridges 4.30 and 4.40 Scour Repair | 0.002 | 0.002 | | | | | | | | 65 |
| 2018 | CCC PWD: Marsh Creek Road Bridge #141 Replacement | 0.16 | 0.16 | | | | | | | | 93 |
| 2018 | City of Oakley: Gilbert Property Phase 2 | 0.124 | | | 0.124 | | | | | | |
| 2019 | EBRPD FEMA Pond Repair Projects 2019 | | | | | | | | | 8 | |
| 2020 | City of Oakley: Oakley Logistics Center | 0.984 | | | 0.984 | | | | | | |
| | | | | | | | | | | | |
| | Total | 4.32 | 1.29 | 0.07 | 1.61 | 0.14 | 0.10 | 0.47 | 0.65 | 685.00 | 404.31 |

Notes: Only includes impacts subject to permit limits.

"PSE" is participating special entity. "CCC" is Contra Costa County.

Wetland impacts are included in land conversion impacts (Table A.1). Wetland impacts are subject to the additional wetland fee.

Sources: ECCC Habitat Conservancy.

APPENDIX B: LAND ACQUISITION COST ANALYSIS

The following tables provide detail for the land acquisition cost analysis update.

Table B.1
REMAINING LAND ACQUISITION BY COST CATEGORY, Acres and Estimated Total Cost
EAST CONTRA COSTA COUNTY HCP/NCCP
2022 Update

| | | <u>Initial Urban Development Area</u> | | | | <u>Maximum Urban Development Area</u> | | | |
|-------------------------------------|--------------------|---------------------------------------|-------------------|-----------------------|-------------------|---------------------------------------|-------------------|-----------------------|-------------------|
| Acquisition Cost | | | | | | | | | |
| Category | Parcel Size | Acres | % of Total | Estimated Cost | % of Total | Acres | % of Total | Estimated Cost | % of Total |
| <u>OUTSIDE THE URBAN LIMIT LINE</u> | | | | | | | | | |
| 1 | 120 + acres | 9,389 | 70% | \$85,441,820 | 56% | 13,778 | 72% | \$125,376,779 | 59% |
| 2 | 40 - 120 acres | 1,822 | 14% | 20,445,821 | 13% | 3,074 | 16% | 34,461,669 | 16% |
| 3 | 10 - 40 acres | 322 | 2% | 8,852,800 | 6% | 459 | 2% | 12,612,600 | 6% |
| 4 | 5 - 10 acres | 15 | 0% | 726,620 | 0% | 33 | 0% | 1,538,498 | 1% |
| 5 | < 5 acres | - | 0% | - | 0% | 4 | 0% | 288,420 | 0% |
| 6 | ALL, steep slopes | 480 | 4% | 2,016,000 | 1% | 489 | 3% | 2,055,480 | 1% |
| <u>INSIDE THE URBAN LIMIT LINE</u> | | 1,342 | 10% | 34,513,035 | 23% | 1,385 | 7% | 35,559,843 | 17% |
| TOTAL | | 13,371 | 100% | \$151,996,096 | 100% | 19,222 | 100% | \$211,893,289 | 100% |

Note: includes acres that may be acquired outside the Inventory Area and outside Acquisition Analysis zones that do not count towards preserve targets but are part of larger preserve parcels.

Source: East Contra Costa County Habitat Conservancy and Insight Data & Economic Analysis

Table B.2
LAND ACQUISITION COST FACTOR
EAST CONTRA COSTA COUNTY HCP/NCCP
2022 Update

| <u>OUTSIDE THE URBAN LIMIT LINE</u> | | | Per Acre Land Value Factor | | | | | | |
|--|---|---|----------------------------|----------------|----------------|-----------------|-----------------|-----------------|------------------|
| Acquisition Cost Category | Parcel Size | Slope Characteristics (percent of parcel) | 2003 Valuation | 2005 Valuation | 2006 Valuation | 2012 Valuation | 2017 Valuation | 2022 Valuation | Change from 2017 |
| 1 | 120 + acres | < 26% | \$3,500 | \$4,800 | \$5,600 | \$5,300 | \$6,400 | \$9,100 | 42% |
| 2 | 40 - 120 acres | < 26% | \$6,000 | \$8,200 | \$9,600 | \$7,500 | \$11,200 | \$11,200 | 0% |
| 3 | 10 - 40 acres | < 26% | \$20,000 | \$27,400 | \$31,900 | \$18,600 | \$22,000 | \$27,500 | 25% |
| 4 | 5 - 10 acres | < 26% | \$35,000 | \$48,000 | \$56,000 | \$49,000 | \$38,000 | \$47,000 | 24% |
| 5 | < 5 acres | < 26% | \$50,000 | \$68,600 | \$80,000 | \$70,000 | \$55,000 | \$66,000 | 20% |
| 6 | ALL | > 26% | \$3,000 | \$3,300 | \$3,800 | \$4,200 | \$4,500 | \$4,200 | -7% |
| <u>INSIDE THE URBAN LIMIT LINE</u> | | | Per Acre Land Value Factor | | | | | | |
| Acquisition Cost Category | Currently Designated for Development (Yes/No) | Slope Characteristics (percent of parcel) | 2003 Valuation | 2005 Valuation | 2006 Valuation | 2012 Valuation | 2017 Valuation | 2022 Valuation | Change from 2017 |
| 7 | No | <15% | \$14,500 | \$18,300 | \$21,300 | \$11,000 | \$19,000 | \$24,000 | 26% |
| 8 | No | 15-26% | \$10,100 | \$12,700 | \$14,800 | \$6,600 | \$11,400 | \$14,400 | 26% |
| 9 | No | >26% | \$3,600 | \$4,500 | \$5,200 | \$2,800 | \$4,800 | \$6,000 | 25% |
| 10 | Yes | <15% | \$45,000 | \$56,800 | \$66,200 | \$35,000 | \$60,000 | \$74,000 | 23% |
| 11 | Yes | 15-26% | \$31,500 | \$39,760 | \$46,400 | \$21,000 | \$36,000 | \$44,400 | 23% |
| 12 | Yes | >26% | \$11,300 | \$14,263 | \$16,600 | \$8,800 | \$15,000 | \$18,500 | 23% |
| <u>INSIDE THE URBAN LIMIT LINE - BYRON AIRPORT</u> | | | | | | | | | |
| 13 | na | na | \$8,000 | \$8,800 | \$10,300 | \$6,200 | \$10,700 | \$13,200 | 23% |

Note: The 2022 land cost factor for the Byron Airport Area is based on the \$8,000 per acre value estimated in 2003, adjusted by the 2022 percentage change from values originally estimated in 2003 for Cost Category 10--about 65 percent.

Source: East Contra Costa County Habitat Conservancy and Insight Data & Economic Analysis

Table B.3**LAND ACQUISITION ANALYSIS - Price per acre for parcels > 120 acres (nominal dollars)****EAST CONTRA COSTA COUNTY HCP/NCCP****2022 Update**

| Transaction ID | Project/Property Name | Year of Sale | Acres | Purchase Price/Market Value | Price/Value per acre |
|---|---|---------------------|--------------|------------------------------------|-----------------------------|
| <u>EBRPD/ECCC Habitat Conservancy Land Acquisitions in the last 10 years</u> | | | | | |
| 19 | Vaquero Farms Central | 2012 | 319.9 | \$1,855,700 | \$5,800 |
| 23 | Thomas North | 2012 | 135.0 | \$863,900 | \$6,400 |
| 26 | Smith | 2014 | 960.0 | \$5,376,000 | \$5,600 |
| 27 | Roddy Ranch (part) | 2014 | 994.5 | \$13,500,000 | \$13,575 |
| 28 | Viera/Perley | 2015 | 260.0 | \$1,950,000 | \$7,500 |
| 30 | Nunn | 2016 | 646.0 | \$6,072,000 | \$9,400 |
| 32 | Coelho | 2016 | 199.4 | \$1,495,750 | \$7,500 |
| 34 | Viera North Peak | 2017 | 165.0 | \$1,080,000 | \$6,545 |
| 36 | Casey | 2017 | 320.0 | \$2,400,000 | \$7,500 |
| 37 | Roddy Ranch Golf Course | 2018 | 230.0 | \$1,955,000 | \$8,500 |
| Weighted Average | | | | | \$8,641 |
| <u>Save Mount Diablo</u> | | | | | |
| SMD 23 | Curry Canyon Ranch | 2013 | 1,080.5 | \$7,173,800 | \$6,639 |
| <u>Comparables from 2017 - 2021 Appraisals</u> | | | | | |
| | Marciel Road, San Ramon | 2016 | 181.32 | \$1,250,000 | \$6,894 |
| | Patterson Pass Road, unincorporated Alameda Co. | 2014 | 155.76 | \$1,200,000 | \$7,704 |
| | Bollinger Canyon Road, Moraga | 2014 | 251.00 | \$1,824,840 | \$7,270 |
| | Chadbourn Road, Brentwood Road | 2014 | 640.00 | \$4,500,000 | \$7,031 |
| | Off Marsh Creek Road, Antioch | 2015 | 400.00 | \$3,140,000 | \$7,850 |
| | Christensen Road, Livermore | 2014 | 188.77 | \$950,000 | \$5,033 |
| | Byron Hot Springs Road, Byron | 2014 | 205.55 | \$2,450,000 | \$11,919 |
| | Tesla Road, Livermore | 2016 | 158.40 | \$455,000 | \$2,872 |
| | Altamont Pass Road, Livermore ¹ | 2010 | 139.83 | \$1,294,500 | \$9,258 |
| | Morgan Territory Road, San Ramon | 2017 | 343.82 | \$2,063,000 | \$6,000 |
| <u>Contra Costa County Assessor's Data - Agricultural land use, unimproved or improvements less than 5 percent of value)</u> | | | | | |
| Assessor 1 | Brentwood | 2018 | 1,566.25 | \$20,000,000 | \$12,769 |
| Assessor 2 | Knightesen | 2017 | 411.56 | \$3,900,000 | \$9,476 |
| Assessor 3 | Antioch | 2021 | 400.00 | \$2,720,000 | \$6,800 |
| Assessor 4 | Byron | 2019 | 291.82 | \$1,400,000 | \$4,797 |
| Assessor 5 | Byron | 2020 | 251.31 | \$3,945,000 | \$15,698 |
| Assessor 6 | Knightesen | 2017 | 141.53 | \$2,820,000 | \$19,925 |
| Assessor 7 | Byron | 2020 | 135.96 | \$3,711,500 | \$27,298 |
| Overall Weighted Average | | | | | \$9,070 |
| Land Cost Factor for 2022 Update: | | | | | \$9,100 |

Notes:

1. This is a relatively old sale but is included as a comparable because it was an abandoned golf course in an "agricultural" area in the same region, purchased for mitigation.

Sources: East Contra Costa Habitat Conservancy, Save Mount Diablo, Contra Costa County Assessor, and Insight Data & Economic Analysis

Table B.4**LAND ACQUISITION ANALYSIS - Price per acre for parcels > 40 - 120 acres (nominal dollars)****EAST CONTRA COSTA COUNTY HCP/NCCP****2022 Update**

| Transaction ID | Project/Property Name | Year of Sale | Acres | Purchase Price/Market Value | Price/Value per acre |
|--|---|--------------|--------|-----------------------------|----------------------|
| <u>EBRPD/ECCC Habitat Conservancy Land Acquisitions in the last 10 years</u> | | | | | |
| 20 | Galvin | 2012 | 61.7 | \$370,000 | \$5,999 |
| 25 | Adrienne Galvin | 2013 | 112.0 | \$884,400 | \$7,900 |
| 31 | Hanson Hills | 2016 | 76.5 | \$730,000 | \$9,547 |
| 33 | Campos | 2017 | 80.0 | \$520,000 | \$6,500 |
| 38 | Poppi/Halstead (Lucas) | 2018 | 72.0 | \$725,000 | \$10,071 |
| 39 | Olesen/Duke | 2019 | 120.0 | \$1,080,000 | \$9,000 |
| 42 | Civic Rancho Meadows | 2021 | 80.0 | \$1,500,000 | \$18,750 |
| Weighted Average | | | | | \$23,229 |
| <u>Save Mount Diablo</u> | | | | | |
| SMD 20 | Highland Springs | 2012 | 105.0 | \$495,000 | \$4,714 |
| SMD 22 | Marsh Creek 8 | 2013 | 51.1 | \$690,684 | \$13,506 |
| <u>Comparables from 2017 - 2021 Appraisals</u> | | | | | |
| | Altamont Pass Road, unincorporated Alameda Co. | 2015 | 110.70 | \$262,500 | \$2,371 |
| | North Vasco Road, unincorporated Alameda Co. | 2014 | 79.02 | \$550,000 | \$6,960 |
| | N Bruns Road, Byron Highway, Byron | 2016 | 68.76 | \$760,000 | \$11,053 |
| | Morgan Territory Road/Highland Springs, Livermore | 2012 | 105.00 | \$495,000 | \$4,714 |
| | Marsh Creek Road, Clayton | 2015 | 76.46 | \$690,000 | \$9,024 |
| | Wirthman Lane, Clayton | 2015 | 41.04 | \$470,000 | \$11,452 |
| | Crane Ridge Road, unincorporated Alameda Co. | 2014 | 60.00 | \$500,000 | \$8,333 |
| | Ruess Road, unincorporated Alameda Co. | 2017 | 100.21 | \$900,000 | \$8,981 |
| | Deer Valley Road, Brentwood | 2016 | 50.25 | \$375,000 | \$7,463 |
| | Deer Valley Road, Brentwood | 2017 | 50.25 | \$490,000 | \$9,751 |
| | Whispering Pines Road, Clayton | 2017 | 95.41 | \$800,000 | \$8,385 |
| | Alhambra Valley Road, Martinez | 2020 | 48.48 | \$1,154,000 | \$23,804 |
| | Franklin Canyon Road, Martinez | 2019 | 118.00 | \$1,225,000 | \$10,381 |
| | Marsh Creek Road, Clayton | 2019 | 50.81 | \$1,650,000 | \$32,474 |
| <u>Contra Costa County Assessor's Data - Agricultural land use, unimproved or improvements less than 5 percent of value)</u> | | | | | |
| Assessor 8 | Byron | 2020 | 115.34 | \$2,700,000 | \$23,409 |
| Assessor 9 | Byron | 2021 | 87.37 | \$1,589,500 | \$18,193 |
| Assessor 10 | Byron | 2020 | 70.45 | \$1,450,000 | \$20,582 |
| Assessor 11 | Byron | 2021 | 65.61 | \$1,100,000 | \$16,766 |
| Overall Weighted Average | | | | | \$11,228 |
| Land Cost Factor for 2022 Update: | | | | | \$11,200 |

Sources: East Contra Costa Habitat Conservancy, Save Mount Diablo, Contra Costa County Assessor, and Insight Data & Economic Analysis

Table B.5**LAND ACQUISITION ANALYSIS - Price per acre for parcels 10 - 40 acres (nominal dollars)****EAST CONTRA COSTA COUNTY HCP/NCCP****2022 Update**

| Transaction ID | Project/Property Name | Year of Sale | Acres | Purchase Price/Market Value | Price/Value per acre |
|--|--|--------------|-------|-----------------------------|----------------------|
| <u>EBRPD/ECCC Habitat Conservancy Land Acquisitions in the last 10 years</u> | | | | | |
| 21 | Moss Rock | 2012 | 20.5 | \$410,000 | \$20,010 |
| 22 | Fan | 2012 | 21.0 | \$220,000 | \$10,476 |
| 35 | Roddy Home Ranch | 2017 | 40.0 | \$1,536,000 | \$38,400 |
| Weighted Average | | | | | \$26,580 |
| <u>Comparables from 2017 - 2021 Appraisals</u> | | | | | |
| | Byron Hwy, Brentwood | 2016 | 14.45 | \$490,000 | \$33,910 |
| | Marsh Creek Road, Clayton | 2014 | 20.30 | \$625,000 | \$30,788 |
| | Crow Canyon Road, unincorporated Alameda Co. | 2015 | 22.86 | \$650,000 | \$28,434 |
| | Knightsen Avenue, Oakley | 2017 | 10.00 | \$500,000 | \$50,000 |
| | Willow Way, Byron | 2017 | 16.77 | \$599,000 | \$35,719 |
| | Marsh Creek Road, Clayton | 2017 | 17.00 | \$220,000 | \$12,941 |
| | Camino Diablo, Byron | 2017 | 18.27 | \$875,000 | \$47,893 |
| | Altamont Pass Road, unincorporated Alameda Co. | 2018 | 36.24 | \$295,000 | \$8,140 |
| | Bragdon Way, Clayton | 2018 | 38.54 | \$558,000 | \$14,478 |
| | Deer Valley Road & Balfour Road, Antioch | 2018 | 40.00 | \$680,000 | \$17,000 |
| | Sunset Road, Knightsen | 2019 | 10.04 | \$425,000 | \$42,331 |
| | Kellogg Creek Road, Byron | 2020 | 13.66 | \$525,000 | \$38,433 |
| | Briones Valley Road, Brentwood | 2020 | 25.55 | \$600,000 | \$23,483 |
| | Silver Hills Drive, Byron | 2019 | 10.00 | \$425,000 | \$42,500 |
| | Morgan Territory Road, Clayton | 2020 | 28.73 | \$650,000 | \$22,624 |
| <u>Contra Costa County Assessor's Data - Agricultural and Vacant Rural land use, unimproved or improvements less than 5 percent of value</u> | | | | | |
| Assessor 12 | Brentwood | 2020 | 38.80 | \$850,000 | \$21,907 |
| Assessor 13 | Clayton | 2019 | 21.78 | \$500,000 | \$22,957 |
| Assessor 14 | Brentwood | 2021 | 13.22 | \$530,000 | \$40,091 |
| Assessor 15 | Byron | 2021 | 12.78 | \$400,000 | \$31,299 |
| Assessor 16 | Knightsen | 2021 | 11.35 | \$600,000 | \$52,863 |
| Assessor 17 | Livermore | 2020 | 10.64 | \$349,000 | \$32,801 |
| Assessor 18 | Brentwood | 2017 | 10.00 | \$550,000 | \$55,000 |
| Assessor 19 | Knightsen | 2018 | 10.00 | \$252,500 | \$25,250 |
| Assessor 20 | Knightsen | 2018 | 10.00 | \$302,500 | \$30,250 |
| Assessor 21 | Knightsen | 2020 | 10.00 | \$399,000 | \$39,900 |
| Assessor 22 | Brentwood | 2021 | 10.00 | \$425,000 | \$42,500 |
| Overall Weighted Average | | | | | \$27,452 |
| Land Cost Factor for 2022 Update: | | | | | \$27,500 |

Sources: East Contra Costa Habitat Conservancy, Contra Costa County Assessor, and Insight Data & Economic Analysis

Table B.6**LAND ACQUISITION ANALYSIS - Price per acre for parcels 5 - 10 acres (nominal dollars)****EAST CONTRA COSTA COUNTY HCP/NCCP****2022 Update**

| Transaction ID | Project/Property Name | Year of Sale | Acres | Purchase Price/Market Value | Price/Value per acre |
|---|--------------------------------|---------------------|--------------|--|---------------------------------|
| <u>EBRPD/ECCC Habitat Conservancy Land Acquisitions in the last 10 years (none in this size category)</u> | | | | | |
| <u>Comparables from 2017 - 2021 Appraisals</u> | | | | | |
| | Bragdon Way, Clayton | 2015 | 6.42 | \$295,000 | \$45,950 |
| | Bragdon Way, Clayton | 2015 | 5.01 | \$220,000 | \$43,912 |
| | Leon Drive, Clayton | 2017 | 5.32 | \$360,000 | \$67,669 |
| | Morgan Territory Road, Clayton | 2016 | 5.00 | \$350,000 | \$70,000 |
| <u>Contra Costa County Assessor's Data - Rural land use, unimproved or improvements less than 5 percent of value)</u> | | | | | |
| Assessor 23 | Byron | 2020 | 9.99 | \$200,000 | \$20,020 |
| Assessor 24 | Knightesen | 2018 | 9.88 | \$370,000 | \$37,449 |
| Assessor 25 | Knightesen | 2018 | 9.88 | \$370,000 | \$37,449 |
| Assessor 26 | Knightesen | 2018 | 9.84 | \$370,000 | \$37,602 |
| Assessor 27 | Brentwood | 2019 | 9.60 | \$475,000 | \$49,479 |
| Assessor 28 | Knightesen | 2018 | 9.51 | \$460,000 | \$48,370 |
| Assessor 29 | Brentwood | 2020 | 8.21 | \$75,000 | \$9,135 |
| Assessor 30 | Brentwood | 2018 | 5.00 | \$400,000 | \$80,000 |
| Assessor 31 | Brentwood | 2018 | 5.00 | \$350,000 | \$70,000 |
| Assessor 32 | Brentwood | 2018 | 5.00 | \$350,000 | \$70,000 |
| Assessor 33 | Brentwood | 2021 | 5.00 | \$480,000 | \$96,000 |
| Overall Weighted Average | | | | | \$47,165 |
| Land Cost Factor for 2022 Update: | | | | | \$47,000 |

Sources: East Contra Costa Habitat Conservancy, Contra Costa County Assessor, and Insight Data & Economic Analysis

Table B.7

LAND ACQUISITION ANALYSIS - Price per acre for parcels less than 5 acres (nominal dollars)

EAST CONTRA COSTA COUNTY HCP/NCCP

2022 Update

| Transaction ID | Project/Property Name | Year of Sale | Acres | Purchase Price/Market Value | Price/Value per acre |
|--|-------------------------------|--------------|-------|-----------------------------------|-------------------------|
| <u>EBRPD/ECCC Habitat Conservancy Land Acquisitions in the last 10 years</u> | | | | | |
| 24 | Alaimo | 2013 | 2.31 | \$185,000 | \$80,087 |
| 29 | Clayton Radio LLC | 2015 | 2.02 | \$75,000 | \$37,129 |
| 40 | Bloching | 2020 | 3.25 | \$210,000 | \$64,615 |
| <u>Comparables from 2017 - 2021 Appraisals</u> | | | | | |
| | Bollinger Canyon Road, Moraga | 2018 | 4.00 | \$225,000 | \$56,250 |
| Overall Weighted Average | | | | | \$60,017 |
| Land Cost Factor for 2022 Update: | | | | | \$66,000 |

Note: Only a small number of parcels less than 5 acres might be acquired as part of the acquisition strategy to fill gaps between larger parcels. Following the rationale presented in "NCCP/HCP Land Cost Data", Technical Memorandum to John Kopchik, prepared by Economic & Planning Systems, August 3, 2006 and included in Appendix G: HCP/NCCP Cost Data, the value assumption is based on a per-acre premium above the average value for the 5 - 10 acre parcels (\$47,000 for this 2022 update). In the 2006 analysis, the premium was about 40 percent. This 2022 analysis assumes a similar premium, resulting in the \$66,000 per acre land cost factor for parcels less than five acres.

Sources: East Contra Costa Habitat Conservancy and Insight Data & Economic Analysis

Table B.8**LAND ACQUISITION ANALYSIS - Basis for price per acre calculation for parcels inside the Urban Limit Line****EAST CONTRA COSTA COUNTY HCP/NCCP****2022 Update**

| Item | Value | | Source |
|--|-------------|--------------------|--|
| Average Sales Price (placeholder estimate) Per Single Family Unit | \$680,000 | a | New Home Sales 2021 Antioch, Brentwood, Oakley, and Pittsburg |
| Units per acre (gross) | 5.0 | b | Average Lot Size of 7,000 sqft and net to gross ratio of 80 percent |
| Total Development Value | \$3,385,234 | c=a*b | Calculated |
| Raw Entitled Land Value as % of Development Value | 9.0% | d | Based on standard 10 percent ratio, adjusted down slightly based on real estate broker conversations |
| Raw Entitled Land Value | \$304,671 | e=c*d | Calculated |
| Discount Rate | 12% | f | Average land speculator discount rate |
| Category 10 - 12.5 years to entitlement/ development | \$73,893 | $g=e/(1+f)^{12.5}$ | Calculated |
| Category 7 - 22.5 years to entitlement/ development | \$23,792 | $h=e/(1+f)^{22.5}$ | Calculated |

Note: This table updates the cost factors in the calculations for this land cost factor as established in the August 3, 2006 Technical Memorandum from Economic & Planning Systems, "NCCP/HCP Land Cost Data". The average sales price for new single family units is updated to reflect current market conditions.

This table calculates the average values for cost categories 7 and 10, Following the methodology established in 2006, the values for categories 8 and 11 are discounted 40 percent from the value for a level site and the values for categories 9 and 12 are discounted 75 percent from the average for the level site.

Sources: "Annual New Home Sale Data for Selected Contra Costa County Cities ," Contra Costa Association of REALTORS® MLS (CCAR); Insight Data & Economic Analysis

APPENDIX C: INITIAL UDA COST MODEL UPDATE

The following tables provide comprehensive documentation for the cost model update based on estimated impacts for the initial urban development area.

East Contra Costa County HCP/NCCP
2022 Update
Implementation Cost Data and Assumptions with
Initial Urban Development Area

Summary of East Contra Costa HCP Implementation Costs for Initial Urban Development Area**2022 Update****(2021 dollars rounded to the nearest \$10,000)****Total Costs**

| Cost Category | Implementation Period (Years) | | | | | Total (2021) |
|---|--------------------------------------|----------------------|---------------------|---------------------|----------------------|----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| Program Administration | \$220,000 | \$14,590,000 | \$6,660,000 | \$6,260,000 | \$7,500,000 | \$35,240,000 |
| Land Acquisition: acquisition and site improvements | \$0 | \$139,240,000 | \$48,440,000 | \$48,440,000 | \$58,060,000 | \$294,180,000 |
| Land Acquisition: due diligence, transaction costs | \$250,000 | \$4,390,000 | \$1,920,000 | \$1,920,000 | \$2,300,000 | \$10,780,000 |
| Planning and Design | \$0 | \$4,550,000 | \$1,450,000 | \$1,450,000 | \$820,000 | \$8,260,000 |
| Habitat Restoration/Creation | \$0 | \$7,050,000 | \$13,430,000 | \$13,430,000 | \$16,110,000 | \$50,020,000 |
| Environmental Compliance | \$0 | \$1,410,000 | \$1,220,000 | \$1,020,000 | \$0 | \$3,650,000 |
| Preserve Management and Maintenance | \$0 | \$6,650,000 | \$7,430,000 | \$9,340,000 | \$13,900,000 | \$37,320,000 |
| Monitoring, Research, and Adaptive Management | \$0 | \$2,200,000 | \$1,710,000 | \$2,340,000 | \$3,520,000 | \$9,760,000 |
| Remedial Measures | \$0 | \$0 | \$260,000 | \$210,000 | \$2,810,000 | \$3,280,000 |
| Contingency | \$0 | \$0 | \$1,280,000 | \$1,370,000 | \$1,840,000 | \$4,480,000 |
| Total | \$470,000 | \$180,080,000 | \$83,800,000 | \$85,780,000 | \$106,860,000 | \$456,970,000 |

Summary of East Contra Costa HCP Implementation Costs for Initial Urban Development Area**2022 Update****(2021 dollars not rounded)****Total Costs**

| | Implementation Period (Years) | | | | | |
|---|-------------------------------|----------------------|---------------------|---------------------|----------------------|----------------------|
| Cost Category | 0 | 1-14 | 15-19 | 20-24 | 25-30 | Total |
| Program Administration | \$223,698 | \$14,594,336 | \$6,661,370 | \$6,261,370 | \$7,495,644 | \$35,236,418 |
| Land Acquisition: acquisition and site improvements | \$0 | \$139,241,000 | \$48,437,737 | \$48,437,737 | \$58,059,276 | \$294,175,751 |
| Land Acquisition: due diligence, transaction costs | \$253,166 | \$4,387,960 | \$1,919,403 | \$1,919,403 | \$2,303,284 | \$10,783,217 |
| Planning and Design | \$0 | \$4,550,853 | \$1,445,840 | \$1,445,840 | \$821,365 | \$8,263,898 |
| Habitat Restoration/Creation | \$0 | \$7,051,220 | \$13,427,192 | \$13,427,192 | \$16,112,631 | \$50,018,236 |
| Environmental Compliance | \$0 | \$1,411,927 | \$1,221,348 | \$1,021,348 | \$0 | \$3,654,623 |
| Preserve Management and Maintenance | \$0 | \$6,648,120 | \$7,429,960 | \$9,336,250 | \$13,902,207 | \$37,316,537 |
| Monitoring, Research, and Adaptive Management | \$0 | \$2,195,918 | \$1,710,132 | \$2,335,132 | \$3,520,011 | \$9,761,193 |
| Remedial Measures | \$0 | \$0 | \$263,044 | \$208,177 | \$2,805,500 | \$3,276,720 |
| Contingency | \$0 | \$0 | \$1,276,931 | \$1,370,752 | \$1,835,652 | \$4,483,335 |
| Total | \$476,864 | \$180,081,334 | \$83,792,958 | \$85,763,202 | \$106,855,569 | \$456,969,927 |

Consumer Price Index - All Urban Consumers

| | |
|-------------------------|---|
| Series Id: | CUURS49BSA0 |
| Not Seasonally Adjusted | |
| Series Title: | All items in San Francisco-Oakland-Hayward, CA, all |
| Area: | San Francisco-Oakland-Hayward, CA |
| Item: | All items |
| Base Period: | 1982-84=100 |
| Years: | 2005 to 2022 |

Data extracted on: August 2, 2022

Employment Cost Index (NAICS)

Data extracted on: August 2, 2022 (8:36:09 PM)

Series Id: CIU20100001200001

Not seasonally adjusted

Series Title: Total compensation for Private industry workers in Professional and related, Index

California Construction Cost Index, Department of General Services

The California Construction Cost index is developed based upon Building Cost Index (BCI) cost indices for San Francisco and Los Angeles produced by Engineering News Record (ENR) and reported in the second issue each month for the previous month. This table is updated at the end of each month.

The ENR BCI reports cost trends for specific construction trade labor and materials in the California marketplace.

Accessed 8/2/2022

<https://www.dgs.ca.gov/RES/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>

Legend

red numbers are assumptions or data entered directly into the worksheet

blue numbers are links from other worksheets in the workbook

black numbers are calculations based on the above numbers

Cost factors are colored coded by primary source considered:

| |
|---|
| EBRPD (for HCP) |
| CCWD (for HCP) |
| Average of CCWD/EBRPD |
| ECCC Habitat Conservancy |
| J&S and EPS (for HCP) |
| AECOM, 2012 |
| Updated by Insight Data & Economic Analysis, 2022 |
| Updated with input from H.T. Harvey, 2017 |
| Other estimated factors |
| Actual costs start-up and years 1 - 14 |
| Estimate of EBRPD contributions to operational costs, start up and years 1-14 |
| Summary actuals supercede model detail |

Acres Acquired, Managed, and Restored within HCP/NCCP Preserves for Initial Urban Development Area 2022 Update

| | | |
|------------------------------|-------------|---------------------------------|
| | Initial UDA | Source |
| Total acres acquired/managed | 24,250 | (Table 5-9: mid-point of range) |

Acres Acquired and Managed by Time Period

| | Implementation Period (Years) | | | | | Total |
|--|-------------------------------|--------|--------|--------|-----------------------|--------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | |
| Total preserve acres acquired per period | - | 12,050 | 3,813 | 3,813 | 4,575 | 24,250 |
| Total preserve acres managed, cumulative | - | 12,050 | 15,862 | 19,675 | 24,250 | 24,250 |

Assumptions:

Actual acquisition accounted for in years 1-5, 6-9 and 10 - 14; the net remaining requirement is allocated evenly over the remaining 16 years of the permit term.
Management and monitoring on acquired land has not kept pace with actual acquisition.

| | |
|-----------|---|
| 14,463.76 | Total acres acquired through 2021 |
| 1,681.1 | Already conserved acres (no credit acres) on parcels acquired through 2021 (Annual Report Table 8a) |
| 732.93 | Other acres (outside acquisition zones) not credited to preserve system through 2021 |
| 12,049.7 | Total acres acquired and credited toward preserve system |

Land Cover Type Restored/Created by Time Period

| | Implementation Period (Years) | | | | | Total |
|---|-------------------------------|--------------|-------------|-------------|-----------------------|--------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | |
| Land Cover Type (acres except where noted) | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total |
| oak savanna | - | - | 13.1 | 13.1 | 15.8 | 42.0 |
| riparian woodland/scrub | - | 5.40 | 13.9 | 13.9 | 16.7 | 50.0 |
| perennial wetland (jurisdictional boundary) | - | 0.16 | 10.0 | 10.0 | 12.0 | 32.2 |
| seasonal wetland (jurisdictional boundary) | - | 10.70 | 10.8 | 10.8 | 12.9 | 45.2 |
| alkali wetland (jurisdictional boundary) | - | 2.40 | 6.1 | 6.1 | 7.3 | 21.8 |
| slough/channel | - | - | 22.5 | 22.5 | 27.0 | 72.0 |
| open water | - | - | - | - | - | - |
| ponds | - | 0.61 | 6.4 | 6.4 | 7.6 | 21.0 |
| streams (miles) | - | 2.16 | 0.8 | 0.8 | 0.9 | 4.6 |
| Total (acres) | - | 20.58 | 83.3 | 83.3 | 99.9 | 287.0 |

Assumptions:

Total restoration requirements based on assumptions in the HCP/NCCP. Actual restoration will depend on actual impacts to these features.
Actual restoration accounted for in years 1-14; the net remaining requirement is allocated evenly over the next 16 years of the permit term.

For total acre calculation, streams are assumed to be 5 feet wide

30% % of perennial, seasonal or alkali wetland complex acreage assumed to be jurisdictional wetland; for compen:

| USED IN WETLAND FEE CALCULATION | | |
|--|--|--|
| | average acres/site or linear feet/site (streams) | % requiring substantial soil disturbance |
| Defining sites: | | |
| riparian/woodland scrub sites by acreage conversion: | 3 | 20% |
| wetlands and pond sites by acreage conversion | 2.0 | 80% |
| stream sites by linear feet conversion: | 1,000 | 90% |

Restoration sites that require significant soil disturbance by land-cover type

| | Implementation Period (Years) | | | | | Total |
|--|-------------------------------|------|-------|-------|-----------------------|-------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | |
| Land Cover Type Restoration Sites | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total |
| riparian woodland/scrub | - | 0.4 | 0.9 | 0.9 | 1.1 | 3.3 |
| perennial wetland | - | 0.1 | 4.0 | 4.0 | 4.8 | 12.9 |
| seasonal wetland | - | 4.3 | 4.3 | 4.3 | 5.2 | 18.1 |
| alkali wetland | - | 1.0 | 2.4 | 2.4 | 2.9 | 8.7 |
| ponds | - | - | 9.0 | 9.0 | 10.8 | 28.8 |
| streams (miles/acres converted to sites) | - | 10.2 | 3.6 | 3.6 | 4.4 | 21.9 |
| Total sites for monitoring cost estimate | - | 15.9 | 24.3 | 24.3 | 29.2 | 93.7 |

Assumptions:

Average acres/site and percent of sites requiring substantial soil disturbance calculated in table above.
Seasonal, perennial, and alkali wetland acreages in Tables 5-16 and 5-17 are for wetland complexes; for cost estimates and revenue projections the wetted acres of these complexes are assumed to be 30% of the total acres.

Summary of HCP/NCCP Personnel (Conservancy Staffing)

2022 Update

| UPDATE STAFFING | 2022 UPDATE STAFFING | | | | POST PERMIT STAFFING |
|---|-----------------------------------|-----------------------------------|-------|-------|----------------------|
| | Number of FTEs | | | | Number of FTEs |
| | 0-14 | 15-19 | 20-24 | 25-30 | |
| Administrative staffing | no change | | | | |
| Principal Planner | | 0.70 | 0.70 | 0.70 | 0.50 |
| Senior Planner | | 0.70 | 0.70 | 0.70 | 0.25 |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | 0.05 |
| Associate Planner | | 0.70 | 0.70 | 0.70 | 0.25 |
| Assistant Planner | | 0.80 | 0.80 | 0.80 | 0.25 |
| Planning Technician | | 0.35 | 0.35 | 0.35 | 0.10 |
| Accountant | | 0.40 | 0.40 | 0.40 | 0.20 |
| Admin – Secretary | | Included in overhead rates | | | - |
| IT Support Staff | | | | | - |
| Total | | 3.70 | 3.70 | 3.70 | 1.60 |
| Land acquisition staffing | no change | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.05 | - |
| Senior Planner | | 0.20 | 0.20 | 0.20 | - |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | - |
| Total | | 0.30 | 0.30 | 0.30 | - |
| Management planning and design staffing | lower in last 5 years | | | | |
| Principal Planner | | 0.10 | 0.10 | 0.05 | - |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | - |
| Senior Planner | | 0.05 | 0.05 | 0.02 | - |
| Associate Planner | | 0.05 | 0.05 | 0.02 | - |
| Total | | 0.25 | 0.25 | 0.14 | - |
| Habitat restoration and creation staffing | no change | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.05 | - |
| Associate Planner | | 0.10 | 0.10 | 0.10 | - |
| Total | | 0.15 | 0.15 | 0.15 | - |
| Environmental compliance staffing | no change except 0 in last period | | | | |
| Principal Planner | | 0.02 | 0.02 | - | - |
| Senior Planner | | 0.05 | 0.05 | - | - |
| Associate Planner - wetland fees | | 0.05 | 0.05 | - | - |
| Assistant Planner - wetland fees | | 0.10 | 0.10 | - | - |
| Total | | 0.22 | 0.22 | - | - |
| Preserve management and maintenance staffing | higher in last 5 years | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.07 | 0.07 |
| Associate Planner | | 0.05 | 0.05 | 0.10 | 0.10 |
| Assistant Planner | | 0.10 | 0.10 | 0.15 | 0.15 |
| Preserve Maintenance Staff | | included in per acre cost factors | | | - |
| Total | | 0.20 | 0.20 | 0.32 | 0.32 |
| Monitoring and research staffing | higher in last 5 years | | | | |
| Principal Planner | | 0.03 | 0.03 | 0.08 | 0.05 |
| Associate Planner | | 0.05 | 0.05 | 0.08 | 0.05 |
| Total | | 0.08 | 0.08 | 0.16 | 0.10 |
| Overall Staffing Plan | | | | | |
| Principal Planner | | 1.00 | 1.00 | 1.00 | 0.62 |
| Senior Planner | | 1.00 | 1.00 | 0.92 | 0.25 |
| Principal GIS Planner | | 0.15 | 0.15 | 0.15 | 0.05 |
| Associate Planner | | 1.00 | 1.00 | 1.00 | 0.40 |
| Assistant Planner | | 1.00 | 1.00 | 0.95 | 0.40 |
| Planning Technician | | 0.35 | 0.35 | 0.35 | 0.10 |
| Accountant | | 0.40 | 0.40 | 0.40 | 0.20 |
| Admin – Secretary | | Included in overhead rates | | | - |
| IT Support Staff | | | | | - |
| Preserve Maintenance Staff | | included in per acre cost factors | | | - |
| Total | | 4.90 | 4.90 | 4.77 | 2.02 |

HCP/NCCP Program Administration for Initial Urban Development Area**2022 Update****(2021 dollars)**

| <u>All Costs</u> | Cost by Implementation Period (Years) | | | | | | | Total |
|---|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$5,156,370 | \$5,156,370 | \$6,187,644 | |
| Contractor assistance with administration | | | | | \$400,000 | \$400,000 | \$480,000 | |
| Other administrative costs | | | | | \$55,000 | \$55,000 | \$66,000 | |
| Vehicle / mileage allowance | | | | | \$7,500 | \$7,500 | \$9,000 | |
| Travel | | | | | \$37,500 | \$37,500 | \$45,000 | |
| Insurance | | | | | \$115,000 | \$115,000 | \$138,000 | |
| Legal assistance | | | | | \$575,000 | \$250,000 | \$300,000 | |
| Other permitting costs | | | | | \$15,000 | \$15,000 | \$15,000 | |
| Financial analysis assistance | | | | | \$150,000 | \$75,000 | \$75,000 | |
| Financial audit (annual) | | | | | \$100,000 | \$100,000 | \$120,000 | |
| Public relations and outreach | | | | | \$50,000 | \$50,000 | \$60,000 | |
| Total | \$223,698 | \$4,671,472 | \$3,168,141 | \$6,754,723 | \$6,661,370 | \$6,261,370 | \$7,495,644 | \$35,236,418 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|---|----------------|------|-------------|-------------|-------------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.70 | 0.70 | 0.70 |
| Senior Planner and support | \$156 | | | 0.70 | 0.70 | 0.70 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Associate Planner and support | \$132 | | | 0.70 | 0.70 | 0.70 |
| Assistant Planner and support | \$109 | | | 0.80 | 0.80 | 0.80 |
| Planning Technician and support | \$119 | | | 0.35 | 0.35 | 0.35 |
| Accountant and support | \$157 | | | 0.40 | 0.40 | 0.40 |
| Total FTEs | | | | 3.70 | 3.70 | 3.70 |
| Total cost per year | | | | \$1,031,274 | \$1,031,274 | \$1,031,274 |
| Total cost per period | | | | \$5,156,370 | \$5,156,370 | \$6,187,644 |

Notes/Assumptions:

Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

| Contractor Assistance with Administration | Cost by Implementation Period (Years) | | | | |
|---|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$400,000 | \$400,000 | \$480,000 |

Assumption:
\$80,000 annual contractor cost per 2022 budget: for assistance with database, annual report, and permitting

| Other Administrative Costs | Cost by Implementation Period (Years) | | | | |
|--------------------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Memberships | | | \$50,000 | \$50,000 | \$60,000 |
| Miscellaneous equipment and supplies | | | \$5,000 | \$5,000 | \$6,000 |
| Cost per period | | | \$55,000 | \$55,000 | \$66,000 |

Assumption:
\$10,000 annual cost for Institute for Ecological Health (state and national), Bay Area Open Space Council, and East County Water Management Agency, based on actual Conservancy experience through 2021
\$1,000 annual cost based on actual Conservancy experience through 2021

| Vehicle / Mileage Allowance | Cost by Implementation Period (Years) | | | | |
|-----------------------------|---------------------------------------|------|---------|---------|---------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$7,500 | \$7,500 | \$9,000 |

Assumption:
\$1,500 annual cost based on actual Conservancy experience through 2021

| Travel | Cost by Implementation Period (Years) | | | | |
|-----------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$37,500 | \$37,500 | \$45,000 |

Assumption:
\$7,500 annual cost based on actual Conservancy experience through 2021

| Insurance | Cost by Implementation Period (Years) | | | | |
|-----------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$115,000 | \$115,000 | \$138,000 |

Assumption:
\$23,000 annual cost based on actual Conservancy experience through 2021

| Legal Assistance | Cost by Implementation Period (Years) | | | | |
|------------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$575,000 | \$250,000 | \$300,000 |

Assumptions:

| | |
|-----------|---|
| \$115,000 | Annual cost for legal assistance, years 15 - 19 |
| \$50,000 | Annual cost for legal assistance, after year 19 |

Note: The legal assistance category covers legal assistance required for program administration and (for years 6 - 10) the environmental compliance category.

Legal assistance for land acquisition included in the due diligence cost factor in the land acquisition category.

Legal assistance is also estimated for the environmental compliance category.

| Other Permitting Costs | Cost by Implementation Period (Years) | | | | |
|------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$15,000 | \$15,000 | \$15,000 |

Assumptions:

| | |
|---------|-----------------------------|
| \$3,000 | Annual cost per 2022 Budget |
|---------|-----------------------------|

| Financial Analysis Assistance | Cost by Implementation Period (Years) | | | | |
|-------------------------------|---------------------------------------|------|-----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$150,000 | \$75,000 | \$75,000 |

Assumptions:

| | |
|----------|--|
| \$75,000 | Cost per period for financial analysis assistance |
| \$15,000 | Annual cost years 15 - 19 for assistance with endowment and EBRPD cost sharing agreement |

Financial analyst review will occur periodically over the life of the Plan (years 3, 6, 10, 15, 20 and 25).

Note: The financial analysis assistance category covers the periodic assistance of a financial analyst to review the program's cost/revenue balance, ensure that charges are adjusted in line with changing land costs and ensure compliance with State requirements on collection of fees.

| Annual Financial Audit | Cost by Implementation Period (Years) | | | | |
|------------------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$100,000 | \$100,000 | \$120,000 |

Assumptions:

| | |
|----------|---|
| \$20,000 | Cost per year for financial audit services based on Conservancy experience through 2021 |
|----------|---|

Annual financial audit of the Conservancy's financial statements by an independent auditor are required by the JPA agreement and Government Code.

| Public Relations/Outreach | Cost by Implementation Period (Years) | | | | |
|---------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per year | | | \$10,000 | \$10,000 | \$10,000 |
| Cost per period | | | \$50,000 | \$50,000 | \$60,000 |

HCP/NCCP Land Acquisition for Initial Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | |
|--------------------|---------------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | Total |
| Acquisition | \$0 | \$139,241,000 | \$47,498,780 | \$47,498,780 | \$56,998,536 | \$291,237,096 |
| Site improvements | \$0 | \$0 | \$938,957 | \$938,957 | \$1,060,740 | \$2,938,655 |
| Staff and overhead | na | na | \$494,440 | \$494,440 | \$593,328 | \$1,582,208 |
| Due diligence | \$253,166 | \$4,387,960 | \$1,424,963 | \$1,424,963 | \$1,709,956 | \$9,201,009 |
| Total | \$253,166 | \$143,628,960 | \$50,357,141 | \$50,357,141 | \$60,362,560 | \$304,958,967 |

Acquisition Cost over 30-year Program, Actuals year 1 - 14 + Projections Years 15 - 30 (2021 dollars)

| | Cost by Implementation Period (Years) | | | | | | Estimated Remainder 15-30 |
|---|---------------------------------------|----------------------|---------------------|---------------------|-----------------------|----------------------|------------------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total | |
| Acquisition Analysis Zone | | | | | | | |
| Zone 1 | \$0 | \$12,711,000 | \$4,470,888 | \$4,470,888 | \$5,365,065 | \$27,017,841 | \$14,306,841 |
| Zone 2 | \$0 | \$52,222,000 | \$19,210,120 | \$19,210,120 | \$23,052,144 | \$113,694,384 | \$61,472,384 |
| Zone 3 | \$0 | \$3,553,000 | \$356,768 | \$356,768 | \$428,121 | \$4,694,656 | \$1,141,656 |
| Zone 4 | \$0 | \$10,748,000 | \$13,557,880 | \$13,557,880 | \$16,269,455 | \$54,133,214 | \$43,385,214 |
| Zone 5 | \$0 | \$42,738,000 | \$7,909,303 | \$7,909,303 | \$9,491,163 | \$68,047,769 | \$25,309,769 |
| Zone 6 (incl. within ULL along Marsh Creek) | \$0 | \$8,523,000 | \$1,444,275 | \$1,444,275 | \$1,733,130 | \$13,144,680 | \$4,621,680 |
| Outside Inventory Area | \$0 | \$0 | \$546,523 | \$546,523 | \$655,828 | \$1,748,873 | \$1,748,873 |
| Outside Acquisition Zones | \$0 | \$8,746,000 | \$3,024 | \$3,024 | \$3,629 | \$8,755,677 | \$9,677 |
| Total | \$0 | \$139,241,000 | \$47,498,780 | \$47,498,780 | \$56,998,536 | \$291,237,096 | \$151,996,096 |
| Assumptions: | | 48% | | | | | 52% |

Actual acquisition cost through year 14, in 2021 dollars. Updated 2021 land cost factors by cost category applied to remaining acquisition targets. Total remaining cost allocated evenly over remaining 16 years of the permit term.

See Appendix G and description of separate land cost model in Chapter 9.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|--|----------------|------|-----------|-----------|-----------------------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Principal Planner and support | \$206 | | | 0.05 | 0.05 | 0.05 |
| Senior Planner and support | \$156 | | | 0.20 | 0.20 | 0.20 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Total FTEs | | | | 0.30 | 0.30 | 0.30 |
| Total cost per year | | | | \$98,888 | \$98,888 | \$98,888 |
| Total cost per period | | | | \$494,440 | \$494,440 | \$593,328 |

Notes/Assumptions:

Actual staff costs for years 0 - 14 are included in the due diligence actuals below.

Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

Due Diligence

Covers costs for appraisals, preliminary title report, escrow and other closing costs, boundary surveys, legal services, environmental and Phase 1 site assessment.

The 2006 cost model used more detailed unit costs. The result of applying those cost factors in the 2006 model was that due diligence represented about 4% of land acquisition costs.

For the 2012, 2016, and 2022 updates the model is simplified to assume due diligence costs (not including Conservancy staff costs) at 3% of land acquisition costs, roughly consistent with the experience of the Conservancy and EBRPD through 2021, during which time more than 50 percent of the preserve system goals for land acquisition took place. For years 10-30, Conservancy staff time costs are separately estimated and included in Program Staff line item above.

| | Cost by Implementation Period (Years) | | | | | | |
|---------------|---------------------------------------|-------------|-------------|-----------|-------------|-------------|-----------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Due Diligence | \$253,166 | \$2,296,923 | \$1,479,004 | \$612,033 | \$1,424,963 | \$1,424,963 | \$1,709,956 |
| Total | | | | | | | \$9,201,009 |

Assumptions:

| | |
|------|---|
| 3.0% | Due diligence costs as a percentage of land acquisition cost. |
|------|---|

Planning Surveys (Pre-Acquisition)

Based on Conservancy and EBRPD experience to date, initial property evaluation and planning is included in staff and consultant time.

Most significant field biological work is done post acquisition and is included as a monitoring cost.

Site Improvements

| | Cost by Implementation Period (Years) | | | | |
|--|---------------------------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Demolition of old facilities | | | \$75,152 | \$75,152 | \$90,183 |
| Repair of boundary fence | | | \$330,043 | \$330,043 | \$330,043 |
| Repair and replacement of gates | | | \$251,631 | \$251,631 | \$301,957 |
| Signs (boundary, landbank, etc.) | | | \$156,316 | \$156,316 | \$187,579 |
| Other security (e.g., boarding up barns) | | | \$125,815 | \$125,815 | \$150,978 |
| Total | | | \$938,957 | \$938,957 | \$1,060,740 |

Assumptions:

Most demolition to date is a condition of the transaction and assigned to the seller. Other site improvement costs included in EBRPD operations and maintenance costs to date.

| | |
|---------|--|
| \$9,856 | Demolition of old facilities per 500 acres |
| \$6,600 | Repair and replacement of gates per 100 acres |
| \$4,100 | Signs (boundary, landbank, etc.) per 100 acres |
| \$3,300 | Other security (e.g., boarding up barns) per 100 acres |
| 120 | Estimated number of parcels acquired years 15 - 30 assuming 100 acres per parcel |
| 15,000 | Average parcel boundary length in linear feet (from GIS analysis, grouping adjacent parcels with the same landowner) |
| \$6.11 | Average cost per linear foot for boundary fence repair |
| 15% | Proportion of boundary fence that needs repair |

HCP/NCCP Management Planning and Design for Initial Urban Development Area**2022 Update****(2021 dollars)**

| <u>All Costs</u> | Cost by Implementation Period (Years) | | | | | | | Total |
|--------------------|---------------------------------------|--------------------|------------------|--------------------|--------------------|--------------------|------------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$433,340 | \$433,340 | \$306,365 | |
| Travel | | | | | \$12,500 | \$12,500 | \$15,000 | |
| Contractors | | | | | \$1,000,000 | \$1,000,000 | \$500,000 | |
| Total | \$0 | \$1,772,511 | \$938,155 | \$1,840,187 | \$1,445,840 | \$1,445,840 | \$821,365 | \$8,263,898 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.10 | 0.10 | 0.05 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Senior Planner and support | \$156 | | | 0.05 | 0.05 | 0.02 |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | 0.02 |
| Total FTEs | | | | 0.25 | 0.25 | 0.14 |
| Total cost per year | | | | \$86,668 | \$86,668 | \$51,061 |
| Total cost per period | | | | \$433,340 | \$433,340 | \$306,365 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies, .

1,880

hours per year

Travel

| | Cost by Implementation Period (Years) | | | | |
|-----------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per period | | | \$12,500 | \$12,500 | \$15,000 |

Assumption:**\$2,500**

annual cost based on Conservancy 2022 budget

Contractors

| Contractor category | Contract value per period | | | | |
|---------------------|---------------------------|------|-------------|-------------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Management planning | | | \$1,000,000 | \$1,000,000 | \$500,000 |
| Total per period | | | \$1,000,000 | \$1,000,000 | \$500,000 |

Assumptions:

Restoration planning and designs included in habitat restoration/creation cost category.

| | |
|-------------|--|
| \$1,000,000 | per-period budget for management planning, through year 24 |
| \$500,000 | per-period budget for management planning, years 25 - 30 |

The management planning and design staff and contractors will conduct the following activities:

Management plans for cropland/pasture preserves

Management plans for natural area preserves

Grazing plans

Mapping work for management plans

Exotic plant control program (for the entire preserve system)

Fire management/control plan (for the entire preserve system)

HCP/NCCP Habitat Restoration/Creation (including planning and design) for Initial Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|--|---------------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Restoration/Creation Construction Cost | | | | | \$8,539,671 | \$8,539,671 | \$10,247,606 | |
| Staff and overhead | | | | | \$220,900 | \$220,900 | \$265,080 | |
| Travel | | | | | \$12,500 | \$12,500 | \$15,000 | |
| Contractors | | | | | \$4,654,121 | \$4,654,121 | \$5,584,945 | |
| Total | \$0 | \$3,424,071 | \$2,063,773 | \$1,563,376 | \$13,427,192 | \$13,427,192 | \$16,112,631 | \$50,018,236 |
| | <i>creation/restoration per acre</i> | | | | <i>\$102,574</i> | <i>\$102,574</i> | <i>\$102,574</i> | |

Land Cover Type Restored/Created

| Land Cover Type (acres) | Implementation Period (Years) | | | | | |
|-------------------------|-------------------------------|-------------|-------------|-------------|-------------|--------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | Total |
| oak savanna | - | - | 13.1 | 13.1 | 15.8 | 42.0 |
| riparian woodland/scrub | - | 5.4 | 13.9 | 13.9 | 16.7 | 50.0 |
| perennial wetland | - | 0.2 | 10.0 | 10.0 | 12.0 | 32.2 |
| seasonal wetland | - | 10.7 | 10.8 | 10.8 | 12.9 | 45.2 |
| alkali wetland | - | 2.4 | 6.1 | 6.1 | 7.3 | 21.8 |
| slough/channel | - | - | 22.5 | 22.5 | 27.0 | 72.0 |
| open water | - | - | - | - | - | - |
| ponds | - | 0.6 | 6.4 | 6.4 | 7.6 | 21.0 |
| streams (miles) | - | 2.2 | 0.8 | 0.8 | 0.9 | 4.6 |
| Total (acres) | - | 20.6 | 83.3 | 83.3 | 99.9 | 287.0 |

Cost of Restoration/Creation Construction

| Land Cover Type | Units | Cost per unit | Cost by Implementation Period (Years) | | | | |
|-------------------------|-------------|---------------|---------------------------------------|------|-------------|-------------|--------------|
| | | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| oak savanna | acres | \$18,420 | | | \$290,119 | \$290,119 | \$348,143 |
| riparian woodland/scrub | acres | \$51,822 | | | \$866,717 | \$866,717 | \$1,040,060 |
| perennial wetland | acres | \$84,544 | | | \$1,015,797 | \$1,015,797 | \$1,218,956 |
| seasonal wetland | acres | \$100,838 | | | \$1,304,598 | \$1,304,598 | \$1,565,518 |
| alkali wetland | acres | \$102,041 | | | \$742,345 | \$742,345 | \$890,814 |
| slough/channel | acres | \$76,798 | | | \$2,073,533 | \$2,073,533 | \$2,488,240 |
| open water | acres | \$112,058 | | | \$0 | \$0 | \$0 |
| ponds | acres | \$112,058 | | | \$856,821 | \$856,821 | \$1,028,185 |
| streams | linear feet | \$287 | | | \$1,389,742 | \$1,389,742 | \$1,667,690 |
| Total | | | | | \$8,539,671 | \$8,539,671 | \$10,247,606 |

2017 update:

Revised cost per unit for oak savanna to \$15K based on review/input from H.T. Harvey
 Revised cost per LF for stream restoration by eliminating the low cost outlier from the list of example projects. Also did not reduce unit cost by applying a 10% discount to be more conservative.

Assumptions:

Construction costs are highly variable and depend mostly on the amount, depth, and linear extent of earthwork expected, and whether water control structure are required. Plant propagation, seeding, and watering also included.

For 2017 and 2022 updates, unit costs increased based on change in the California Construction Cost Index published by the State of California Department of General Services. Available at:

<https://www.dgs.ca.gov/RES/RESOURCES/Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>

20%

Contingency factor for restoration projects; assumed higher than the standard contingency because of the higher degree of uncertainty in this portion of the conservation program.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.05 | 0.05 | 0.05 |
| Associate Planner and support | \$132 | | | 0.10 | 0.10 | 0.10 |
| Total FTEs | | | | 0.15 | 0.15 | 0.15 |
| Total cost per year | | | | \$44,180 | \$44,180 | \$44,180 |
| Total cost per period | | | | \$220,900 | \$220,900 | \$265,080 |
| 1,880 hours per year | | | | | | |

Habitat Conservancy staff select sites, hire and oversee consultants for plans, specifications, and implementation.

Cost includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

Travel

| | Cost by Implementation Period (Years) | | | | |
|-----------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per period | | | \$12,500 | \$12,500 | \$15,000 |

Assumption:

\$2,500 annual cost based on Conservancy 2022 budget

Contractors for restoration planning, design, construction oversight, and post-construction maintenance

| Contractor category | Cost by Implementation Period (Years) | | | | |
|--|---------------------------------------|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Design, plans, specifications, and engineering | | | \$2,818,092 | \$2,818,092 | \$3,381,710 |
| Bid assistance | | | \$128,095 | \$128,095 | \$153,714 |
| Construction oversight | | | \$853,967 | \$853,967 | \$1,024,761 |
| Post-construction maintenance | | | \$853,967 | \$853,967 | \$1,024,761 |
| Cost per period | | | \$4,654,121 | \$4,654,121 | \$5,584,945 |

Assumptions:

| | |
|-------|---|
| 33% | percent of total construction cost required to complete restoration design and plans, specifications, engineering and provide allowance for remedial me |
| 1.50% | percent of total construction cost required for bid assistance |
| 10% | percent of total construction cost required for construction oversight |
| 10% | percent of total construction cost required for post construction maintenance |

Restoration plans and designs of all types included in habitat restoration/creation cost category.

Design, plan, specification, and engineering work, bid assistance, and construction oversight will be conducted in the period in which construction takes place.

Two years of post-construction maintenance will be conducted in the period after construction takes place to maintain irrigation systems, conducting weeding, etc. Management costs after success criteria are met are included in development fee paid for same site (wetland mitigation fee is in addition).

Monitoring of restoration sites covered in the Monitoring cost category.

HCP/NCCP Environmental Compliance for Initial Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|--------------------|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$276,548 | \$276,548 | \$0 | |
| Legal assistance | | | | | \$250,000 | \$50,000 | \$0 | |
| NEPA/CEQA | | | | | \$558,300 | \$558,300 | \$0 | |
| CWA 404 | | | | | \$0 | \$0 | \$0 | |
| CWA 401 | | | | | \$11,000 | \$11,000 | \$0 | |
| CDFG 1602 | | | | | \$23,500 | \$23,500 | \$0 | |
| NHPA | | | | | \$60,200 | \$60,200 | \$0 | |
| Other | | | | | \$41,800 | \$41,800 | \$0 | |
| Total | \$0 | \$887,562 | \$194,053 | \$330,312 | \$1,221,348 | \$1,021,348 | \$0 | \$3,654,623 |

Note: Detail is not intended to be prescriptive; it is used as a means to generate an overall environmental compliance cost estimate.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-------|------------------------------------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 | | |
| Principal Planner and support | \$206 | | | 0.02 | 0.02 | - | include in wetland fee calculation | |
| Senior Planner and support | \$156 | | | 0.05 | 0.05 | - | | |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | - | | |
| Assistant Planner and support | \$109 | | | 0.10 | 0.10 | - | | |
| Total FTEs | | | | 0.22 | 0.22 | - | | |
| Total cost per year | | | | \$55,310 | \$55,310 | \$0 | \$32,900 | \$32,900 |
| Total cost per period | | | | \$276,548 | \$276,548 | \$0 | \$164,500 | \$164,500 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

Legal Assistance and Technical Support for Coordinated Regional Wetland Permitting

| | Cost by Implementation Period (Years) | | | | | Total |
|-----------------|---------------------------------------|------|-----------|----------|-------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| Cost per period | | | \$250,000 | \$50,000 | \$0 | \$300,000 |

Assumptions:

| | |
|----------|--|
| \$25,000 | Annual cost for legal assistance with wetland permitting, years 15 - 20 |
| \$25,000 | Annual cost for technical support with wetland permitting, years 15 - 20 |

Number of Projects Requiring Environmental Compliance

| Project size | Size Range | Number | | | | | Total over Permit Term |
|---|--|--------|-------|-------|-------|-------|------------------------|
| | | 0 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Small/simple | up to 10 acres or up to 0.1 stream miles | | | 4 | 4 | - | 20 |
| Medium/more complex | 10.1-50 acres or 0.1-0.5 stream miles | | | 4 | 4 | - | 20 |
| Large/most complex | over 50 acres or 0.5 stream miles | | | 2 | 2 | - | 10 |
| Total projects remainder of permit term | | | | 10 | 10 | - | 20 |

Assumptions:

Details are not prescriptive but are a reasonable means of generating an overall cost for the environmental cost category.

Of the total of approximately 50 projects that would require environmental compliance, 1/5 would require compliance in each 5-year period between years 1 and 25.

Environmental Compliance Cost per Project Size and Compliance Category (2021 dollars)

| Project size | Size Range | Estimate Project Cost within DFG jurisdiction | | Project Impacts to Wetlands for CWA 401 | | Compliance Category | | | | | |
|---------------------|--|---|-------------------|---|---------|---------------------|---------|---------|-----------|----------|---------|
| | | | | Minimum | Maximum | CEQA | CWA 404 | CWA 401 | CDFG 1602 | NHPA | Other |
| Small/simple | up to 10 acres or up to 0.1 stream miles | \$ 2,000 | \$ 25,000 | 0.001 | 0.01 | \$7,346 | \$0 | \$968 | \$1,130 | \$3,673 | \$3,482 |
| Medium/more complex | 10.1-50 acres or 0.1-0.5 stream miles | \$ 25,001 | \$ 100,000 | 0.0121 | 0.07 | \$58,767 | \$0 | \$1,130 | \$2,425 | \$5,142 | \$4,179 |
| Large/most complex | over 50 acres or 0.5 stream miles | \$ 100,001 | \$500,000 or more | 0.073 | 0.30 | \$146,918 | \$0 | \$1,291 | \$4,654 | \$12,488 | \$5,572 |

Assumptions:

Details are not prescriptive but are a reasonable means of generating an overall cost for the environmental cost category.

Assumed wetland impact determined by AECOM based experience with typical projects that would be expected to be implemented by the Conservancy. For example wetland restoration/creation projects, stream restoration projects, adaptive management measures for existing wetland features and facilities improvements. In general, it is expected that impacts to wetlands and streams would be avoided if at all possible. Of the stream length indicated, assumed only 10% of that length would be impacted and an average stream width of 10 feet.

For NEPA/CEQA, 401/404 and 1602 compliance, varying costs have more to do with project complexity than with project size.

Clean Water Act 401 and 1602 permits will be done on a per-project basis

Cultural compliance permits will be done on a per-project basis.

Contra Costa Conservancy staff will prepare permit applications and notification for the 401, 404 and 1600 applications, thereby resulting in no consultant cost for permit preparation. This table also assumes that the permits for Water Quality Certification (CWA 401) and Streambed Alteration Agreement (DFG 1602) will not be secured under programmatic or Master permit processes.

Permitted projects would be completed within the time limit allotted for the permits; no extensions or re-application would be required.

The "other" compliance category could include county grading permits, road encroachment permits, or other local approvals.

NEPA/CEQA

Depending on the level of detail that is provided for specific projects, they may or may not be able to be covered under the HCP EIR/EIS.

For those without sufficient detail, additional environmental documentation may need to be prepared.

It is likely that the majority of those would be in the form of mitigated negative declarations.

Because it is difficult to provide a cost estimate for a project without knowing details such as location, size, etc., the following are some rough numbers based on level of controversy:

Small scale non-controversial projects = Cat Excl/Cat Exemp

Medium scale more controversial projects = IS MND/EA FONSI

Larger scale more controversial projects = EIR/EIS

All land acquisitions would be a categorical exemption under CEQA as well as under NEPA, when NEPA applies.

401/404

The cost of conducting wetland delineations is not included under CWA 404/401 compliance; it is expected that delineation would be covered under land acquisition costs.

Each project implemented under the HCP will qualify for compliance under the USACE 404 regional permit program for the inventory area; there is no fee for 404 permit applications.

Tasks associated with Section 402 compliance are not included in this cost estimate.

CWA 401 fee cost estimate assumes all projects qualify for flat fees in Category D Ecological Restoration and Enhancement Projects, as allowed under State Wetland Definition and Procedures for Discharges of Dredged or Fill Materials to Waters of the State, adopted by the State Water Board on April 2, 2019. FY 21/22 Water Quality Certification Dredge and Fill Application Fee Calculator (Effective 11/8/21) Available:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/

NHPA

Archaeological surveys can be conducted at an intensive level at a rate of 40 acres per person per day.

No more than one cultural resource will be identified per 40 acres or part thereof.

This scope of work and cost estimate does not include tasks necessary for significance evaluations and resolution of adverse effects.

CDFG 1602

DFG 1602 costs are estimated based on the assumed cost of project activities within DFW jurisdiction per Fish and Game Code Sections 1600-1616, and the fee schedule corresponding to the project costs. Average cost based on mean of minimum and maximum fee amounts for standard agreements. California Department of Fish and Wildlife Lake and Streambed Alteration Agreements and Fees, Effective January 1, 2022. Available:

<https://wildlife.ca.gov/Conservation/Environmental-Review/LSA#55227743-fees>

HCP/NCCP Preserve Management and Maintenance for Initial Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Implementation Period (Years) | | | | | | | Total |
|------------------------------------|-------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Program staff and overhead | | | | | \$261,320 | \$261,320 | \$495,982 | |
| Invasive Plant Control | | | | | \$1,433,728 | \$1,814,986 | \$2,681,245 | |
| Invasive Wildlife Control | | | | | \$286,746 | \$362,997 | \$536,249 | |
| Grazing Management | | | | | \$716,864 | \$907,493 | \$1,340,622 | |
| Wildfire Management | | | | | \$1,218,669 | \$1,542,738 | \$2,279,058 | |
| Security | | | | | \$215,059 | \$272,248 | \$402,187 | |
| Roads and Trails | | | | | \$215,059 | \$272,248 | \$402,187 | |
| Maintenance and Support | | | | | \$286,746 | \$362,997 | \$536,249 | |
| Annual Reporting | | | | | \$71,686 | \$90,749 | \$134,062 | |
| Law Enforcement | | | | | \$1,075,296 | \$1,361,240 | \$2,010,934 | |
| Administrative and General Expense | | | | | \$1,648,787 | \$2,087,234 | \$3,083,432 | |
| Total | \$0 | \$548,525 | \$2,478,883 | \$3,620,712 | \$7,429,960 | \$9,336,250 | \$13,902,207 | \$37,316,537 |

NOTE: Costs for years 1 - 14 include expenditures by the East Bay Regional Park District (EBRPD) on land maintenance activities on Conservancy properties (staff costs, maintenance supplies, maintenance services from inception through 2021). Details provided by the EBRPD and East Contra Costa County Habitat Conservancy.

Conservancy Staff and Overhead

| Position | FTE with Overhead & Support | Number of FTEs | | | | | | |
|-------------------------------|-----------------------------|----------------|-----|-----|-------|-----------|-----------|-----------|
| | | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and Support | \$206 | | | | | 0.05 | 0.05 | 0.07 |
| Associate Planner and support | \$132 | | | | | 0.05 | 0.05 | 0.10 |
| Assistant Planner and support | \$109 | | | | | 0.10 | 0.10 | 0.15 |
| Total FTEs | | | | | | 0.20 | 0.20 | 0.32 |
| Total cost per year | | | | | | \$52,264 | \$52,264 | \$82,664 |
| Total cost per period | | | | | | \$261,320 | \$261,320 | \$495,982 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year, excluding vacation

HCP/NCCP Preserve Management and Maintenance for Initial Urban Development Area**2022 Update****(2021 dollars)****Preserve Acres Managed**

| | Implementation Period | | | | |
|---|-----------------------|--------|--------|--------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Total preserve acres acquired per period | | 12,050 | 3,813 | 3,813 | 4,575 |
| Acres acquired and managed by end of period | | 12,050 | 15,862 | 19,675 | 24,250 |

Assumptions:

Total costs related to habitat and species protection on preserve system lands whether or not costs incurred by EBRPD or Conservancy.

All work (except law enforcement) performed by EBRPD staff including Park Rangers, Supervisors, Stewardship staff, Heavy Equipment Operators, and Fire Department. Law enforcement cost assumes contract with Contra Costa County Sheriff.

Costs per acre (except law enforcement) based on estimates prepared by EBRPD staff for implementation of the Vasco Hills / Byron Vernal Pools Preserve Management Plan prepared for the Conservancy (2018 draft).

Cost estimates assume preserve system land is acquired and managed in equal annual increments over the remainder of the implementation period and that cost increases incrementally as acreage under management increases.

Invasive Plant Control

| | Implementation Period | | | | |
|-----------------|-----------------------|------|-------------|-------------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$1,433,728 | \$1,814,986 | \$2,681,245 |

Assumptions:

\$20 annual cost per acre for invasive plant control

Patrol, work planning, cultural, manual, mechanical, chemical control.

Invasive Wildlife Control

| | Implementation Period | | | | |
|-----------------|-----------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$286,746 | \$362,997 | \$536,249 |

Assumptions:

\$4 annual cost per acre for invasive wildlife control

Observation, recording, and controlling bullfrog, fish, and feral mammals.

Grazing Management

| | Implementation Period | | | | |
|-----------------|-----------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$716,864 | \$907,493 | \$1,340,622 |

Assumptions:

\$10 annual cost per acre for grazing management

Data collection, administration, infrastructure repair, permitting, grazing management, reporting.

Wildfire Management

| | Implementation Period | | | | |
|-----------------|-----------------------|------|-------------|-------------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$1,218,669 | \$1,542,738 | \$2,279,058 |

Assumptions:

\$17 annual cost per acre for wildfire management

Fire suppression planning and wildfire management; fuels coordinator. Fuel reduction included in invasive plant control cost category.

HCP/NCCP Preserve Management and Maintenance for Initial Urban Development Area**2022 Update****(2021 dollars)**

| Security | Implementation Period | | | | |
|-----------------|-----------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$215,059 | \$272,248 | \$402,187 |

Assumptions:

\$3 annual cost per acre for security maintenance and repair

Gate and fence installation, inspection, and repairs.

| Roads & Trails | Implementation Period | | | | |
|-----------------|-----------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$215,059 | \$272,248 | \$402,187 |

Assumptions:

\$3 annual cost per acre for roads and trails maintenance and repair

Road grading, maintenance, and tree and brush removal.

| On-going Maintenance and Support | Implementation Period | | | | |
|----------------------------------|-----------------------|------|-----------|-----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$286,746 | \$362,997 | \$536,249 |

Assumptions:

\$4 annual cost per acre for on-going maintenance and support

Equipment maintenance, service yard, (including support). Trash and debris removal from non-recreation areas.

| Annual Reporting | Implementation Period | | | | |
|------------------|-----------------------|------|----------|----------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$71,686 | \$90,749 | \$134,062 |

Assumptions:

\$1 annual cost per acre for annual management reporting

Internal EBRPD reporting (Red Book) and Annual Report to ECCCHC.

| Law Enforcement | Implementation Period | | | | |
|-----------------|-----------------------|------|-------------|-------------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$1,075,296 | \$1,361,240 | \$2,010,934 |

Assumptions:

\$15 annual cost per acre for law enforcement

Law enforcement primarily for habitat and species protection. Based on annual cost of Contra Costa County Sheriff contract to provide law enforcement services to the Contra Costa Water District Los Vaqueros Watershed (18,500 acres of protected watershed lands and 1,900 acres reservoir). Includes a level of cost related to public access commensurate with the level of service required at the Los Vaqueros Watershed.

| Administrative and General Expense | Implementation Period | | | | |
|------------------------------------|-----------------------|------|-------------|-------------|-----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) |
| Cost per period | | | \$1,648,787 | \$2,087,234 | \$3,083,432 |

Assumptions:

\$23 annual cost per acre for administrative and general expense

Covers the following General and Administrative Expenses: fuel, tools, equipment, and other supplies used in the course of preserve land management and services (utility fees, contractors, and other costs) incurred in the course of reserve land management. Also covers internal services costs for equipment replacement and infrastructure renovation and replacement. **Does not include indirect and direct EBRPD overhead costs.**

HCP/NCCP Monitoring, Research, and Adaptive Management for Initial Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|---------------------|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$120,132 | \$120,132 | \$305,011 | |
| Contractors | | | | | \$875,000 | \$1,500,000 | \$2,400,000 | |
| Directed research | | | | | \$500,000 | \$500,000 | \$600,000 | |
| Adaptive management | | | | | \$215,000 | \$215,000 | \$215,000 | |
| Total | \$0 | \$654,741 | \$604,793 | \$936,384 | \$1,710,132 | \$2,335,132 | \$3,520,011 | \$9,761,193 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.03 | 0.03 | 0.08 |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | 0.08 |
| Total FTEs | | | | 0.08 | 0.08 | 0.16 |
| Total cost per year | | | | \$24,026 | \$24,026 | \$50,835 |
| Total cost per period | | | | \$120,132 | \$120,132 | \$305,011 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

Contractors

| | Contract value per period | | | | |
|------------------------|---|------|-----------------------------------|--------------------------------|--|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Monitoring contractors | | | \$875,000 | \$1,500,000 | \$2,400,000 |
| Total per period | | | \$875,000 | \$1,500,000 | \$2,400,000 |
| | Metrics for gross annual budget estimate==> | | Preserve Acres (end of period) | Restored Acres (per period) | Rough annual cost per preserve acre |
| \$175,000 | annual budget for monitoring contractors, years 15-19 | | 15,862 | 83 | \$11 |
| \$300,000 | annual budget for monitoring contractors, years 20-24 | | 19,675 | 83 | \$15 |
| \$400,000 | annual budget for monitoring contractors, years 25-30 | | 24,250 | 100 | \$16 |

Assumptions:

Contractor activities include field data collection, analysis, and reporting. Costs include travel.

Some preserve covered activities and conservation measures require pre-construction surveys and construction monitoring. This work will be done by contractors. Contractors will conduct pre-construction surveys prior to construction as well as construction monitoring periodically during the construction period. All covered activities require compliance with HCP/NCCP pre-construction avoidance and minimization measures.

Note that planning, preconstruction surveys and construction monitoring for covered activities outside of preserves will be paid for by developers. These costs are not included here.

Species-response monitoring is covered in the restoration category when contractors will monitor restoration, creation, and enhancement sites during the 5-year period following the restoration activity.

Post-acquisition biological inventories will build on planning surveys. Inventory will include mapping of weeds and invasive plants.

Status and trends monitoring will occur after preserve land is purchased through year 30. Status and trend monitoring will build on planning surveys and post-acquisition inventories, when appropriate.

Directed Research

| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
|---|---|------|-----------|-----------|-----------|
| Average cost per year to fund directed research | | | \$100,000 | \$100,000 | \$100,000 |
| Total cost per period | | | \$500,000 | \$500,000 | \$600,000 |

Adaptive Management

| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
|--|---|------|-----------|-----------|-----------|
| Average Independent Conservation Assessment Team cost per period | | | \$36,000 | \$36,000 | \$36,000 |
| Average Science Advisors cost per period | | | \$179,000 | \$179,000 | \$179,000 |
| Total cost per period | | | \$215,000 | \$215,000 | \$215,000 |

Assumptions:

Adaptive management experiments are covered under the monitoring staff and directed research categories.

As of this 2022 update, this type of periodic scientific review is conducted by the Conservancy's on-call biologist contractors.

The Conservancy convened a Science Advisory Panel in year 10 and plans to do the same in year 20.

The Conservancy's Preserve Monitoring Plan remains in the draft stage.

The following assumptions generate a scientific review budget to inform adaptive management:

An Independent Conservation Assessment Team meets once every 4 years and has:

| | |
|---------|--------------------------------------|
| 5 | members |
| \$7,200 | stipend per member per 5-year period |

Science Advisors Panel consists of:

| | |
|----------|--------------------------------------|
| 10 | members |
| \$17,900 | stipend per member per 5-year period |

Remedial Measures for Initial Urban Development Area**2022 Update****(2021 dollars)**

| <u>All Costs</u> | Implementation Period (Years) | | | | | | | Total |
|-------------------|-------------------------------|------------|------------|------------|------------------|------------------|--------------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Remedial measures | \$0 | \$0 | \$0 | \$0 | \$263,044 | \$208,177 | \$2,805,500 | \$3,276,720 |
| Total | \$0 | \$0 | \$0 | \$0 | \$263,044 | \$208,177 | \$2,805,500 | \$3,276,720 |

Note: Actual costs are included in habitat restoration/creation and preserve management cost categories.

Remedial Measures

| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 |
|--|---|-------|-------------|-------------|-------------|-------------|--------------|
| Cost of created/restored habitat per period | | | \$2,063,773 | \$1,563,376 | \$8,539,671 | \$8,539,671 | \$10,247,606 |
| Cost for remedial measures for created/restored habitat per period | | | | | \$206,377 | \$156,338 | \$2,732,695 |
| Area of new preserve not including created/restored habitat per period | - | 7,578 | 3,488 | 962 | 3,729 | 3,729 | 4,475 |
| Cost for remedial measures for preserves per period | | | | | \$6,666 | \$1,839 | \$22,805 |
| Cost for other remedial measures per period | | | | | \$50,000 | \$50,000 | \$50,000 |
| Total cost per period | | | | | \$263,044 | \$208,177 | \$2,805,500 |

Assumptions:

| | |
|------|--|
| 2% | Percent of annual preserve management and maintenance cost assumed to be needed for preserve remedial actions. |
| 10% | Percent of created/restored habitat for which remedial measures will be required. |
| \$96 | Cost per acre for preserve management and maintenance in years 26-30. |
| 63% | Percent of land acquisition in years 1 - 14 occurring in years 1 - 5 |
| 29% | Percent of land acquisition in years 1 - 14 occurring in years 6 - 9 |
| 8% | Percent of land acquisition in years 1 - 14 occurring in years 10 - 14 |

Remedial actions are assumed to occur in the **second** 5-year period after habitat is created/restored or preserve land is purchased, with the exception of remedial actions for habitat created/restored in years 20-30. The cost for these remedial actions is included in years 25-30 so that it can be captured in this cost estimate.

The remedial cost for preserve lands is assumed to be a percentage of the cost per acre for preserve management and maintenance in years 25-30, and is assumed to be needed once, in the **second** 5-year period after the preserve land is purchased. The costs for preserves areas acquired in years 20 - 30 is included in years 26-30 so that it can be captured in this cost estimate.

The cost for other remedial measures includes the costs for restoration or maintenance of preserve areas because of other changed circumstances, such as wildfire.

Contingency for Initial Urban Development Area**2022 Update****(2021 dollars)**

| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | Total |
|--|-----|-----|-----|-------|--------------|--------------|--------------|--------------|
| Total cost of program excluding land acquisition/site improvements and habitat restoration/creation construction costs | \$0 | \$0 | \$0 | \$0 | \$25,538,618 | \$27,415,041 | \$36,713,036 | \$89,666,695 |
| Contingency fund | \$0 | \$0 | \$0 | \$0 | \$1,276,931 | \$1,370,752 | \$1,835,652 | \$4,483,335 |

Assumptions:

5.0% Percent of total program funding needed for contingency

Post-Permit Costs for Initial Urban Development Area**2022 Update****(2021 dollars)****Post-Permit Costs**

| Cost Category | Annual Costs | Assumptions |
|--|---------------------|--|
| Total Cost | | |
| Program Administration | \$548,300 | Reduced staffing and no legal and financial contractor costs |
| Land Acquisition: due diligence, transaction costs | \$0 | Acquisition complete during permit term |
| Planning and Design | \$0 | Planning and design work complete during permit term |
| Habitat Restoration/Creation | \$0 | Restoration/creation projects constructed during permit term |
| Environmental Compliance | \$0 | Not required, post permit |
| Preserve Management and Maintenance | \$2,317,000 | Assume 100 percent of annual average costs in years 25 - 30 |
| Monitoring, Research, and Adaptive Management | \$293,300 | Assume 50 percent of annual average costs in years 25 - 30 |
| Remedial Measures | \$0 | Not required, post permit |
| Contingency | \$0 | Not required, post permit |
| Total | \$3,158,600 | |

| | |
|---|---------------|
| Total preserve system acres | 24,250 |
| Annual average cost per acre managed | \$130 |
| Percent of average annual cost years 25 - 30 | 18% |

APPENDIX D: MAXIMUM UDA COST MODEL UPDATE

The following tables provide comprehensive documentation for the cost model update based on estimated impacts for the maximum urban development area.

East Contra Costa County HCP/NCCP
2022 Update
Implementation Cost Data and Assumptions with
Maximum Urban Development Area

Summary of East Contra Costa HCP Implementation Costs for Maximum Urban Development Area**2022 Update****(2021 dollars rounded to the nearest \$10,000)****Total Costs**

| Cost Category | Implementation Period (Years) | | | | | Total (2021) |
|---|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| Program Administration | \$220,000 | \$17,350,000 | \$6,660,000 | \$6,260,000 | \$7,500,000 | \$37,990,000 |
| Land Acquisition: acquisition and site improvements | \$0 | \$139,240,000 | \$67,360,000 | \$67,360,000 | \$80,710,000 | \$354,680,000 |
| Land Acquisition: due diligence, transaction costs | \$250,000 | \$4,390,000 | \$2,480,000 | \$2,480,000 | \$2,980,000 | \$12,580,000 |
| Planning and Design | \$0 | \$4,550,000 | \$1,450,000 | \$1,450,000 | \$820,000 | \$8,260,000 |
| Habitat Restoration/Creation | \$0 | \$7,050,000 | \$16,620,000 | \$16,620,000 | \$19,950,000 | \$60,240,000 |
| Environmental Compliance | \$0 | \$1,410,000 | \$1,220,000 | \$1,020,000 | \$0 | \$3,650,000 |
| Preserve Management and Maintenance | \$0 | \$6,650,000 | \$7,990,000 | \$10,820,000 | \$16,910,000 | \$42,370,000 |
| Monitoring, Research, and Adaptive Management | \$0 | \$2,200,000 | \$1,840,000 | \$2,710,000 | \$4,120,000 | \$10,860,000 |
| Remedial Measures | \$0 | \$0 | \$260,000 | \$210,000 | \$3,480,000 | \$3,950,000 |
| Contingency | \$0 | \$0 | \$1,400,000 | \$1,550,000 | \$2,150,000 | \$5,100,000 |
| Total | \$470,000 | \$182,840,000 | \$107,280,000 | \$110,480,000 | \$138,620,000 | \$539,680,000 |

Summary of East Contra Costa HCP Implementation Costs for Maximum Urban Development Area

2022 Update

(2021 dollars not rounded)

Total Costs

| Cost Category | Implementation Period (Years) | | | | | Total |
|---|-------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| Program Administration | \$223,698 | \$17,346,583 | \$6,661,370 | \$6,261,370 | \$7,498,644 | \$37,991,665 |
| Land Acquisition: acquisition and site improvements | \$0 | \$139,241,000 | \$67,361,587 | \$67,361,587 | \$80,711,223 | \$354,675,397 |
| Land Acquisition: due diligence, transaction costs | \$253,166 | \$4,387,960 | \$2,480,940 | \$2,480,940 | \$2,977,127 | \$12,580,133 |
| Planning and Design | \$0 | \$4,550,853 | \$1,445,840 | \$1,445,840 | \$821,365 | \$8,263,898 |
| Habitat Restoration/Creation | \$0 | \$7,051,220 | \$16,620,916 | \$16,620,916 | \$19,945,099 | \$60,238,151 |
| Environmental Compliance | \$0 | \$1,411,927 | \$1,221,348 | \$1,021,348 | \$0 | \$3,654,623 |
| Preserve Management and Maintenance | \$0 | \$6,648,120 | \$7,987,773 | \$10,823,750 | \$16,914,392 | \$42,374,035 |
| Monitoring, Research, and Adaptive Management | \$0 | \$2,195,918 | \$1,835,132 | \$2,710,132 | \$4,120,011 | \$10,861,193 |
| Remedial Measures | \$0 | \$0 | \$262,890 | \$208,134 | \$3,477,304 | \$3,948,328 |
| Contingency | \$0 | \$0 | \$1,395,470 | \$1,548,281 | \$2,151,289 | \$5,095,040 |
| Total | \$476,864 | \$182,833,581 | \$107,273,265 | \$110,482,298 | \$138,616,454 | \$539,682,462 |

NOTE: Original unit cost estimates for the 2006 HCP/NCCP were in 2005 dollars, inflated to 2006 dollars for use in the plan document.

Consumer Price Index - All Urban Consumers

Original Data Value

Series Id: CUURS49BSA0 Data extracted on: March 29, 2017 (8:35:58 PM)
 Not Seasonally Adjusted Data extracted on: August 2, 2022
 Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-Hayward, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2005 to 2022

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 | 2021 dollars |
|------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|---------|---------|---------|--------------|
| 2005 | | 201.2 | | 202.5 | | 201.2 | | 203.0 | | 205.9 | | 203.4 | 202.7 | 201.5 | 203.9 | 0.6545 |
| 2006 | | 207.1 | | 208.9 | | 209.1 | | 210.7 | | 211.0 | | 210.4 | 209.2 | 207.9 | 210.6 | 0.6794 |
| 2007 | | 213.688 | | 215.842 | | 216.123 | | 216.240 | | 217.949 | | 218.485 | 216.048 | 214.736 | 217.361 | 0.6976 |
| 2008 | | 219.612 | | 222.074 | | 225.181 | | 225.411 | | 225.824 | | 218.528 | 222.767 | 221.730 | 223.804 | 0.7193 |
| 2009 | | 222.166 | | 223.854 | | 225.692 | | 225.801 | | 226.051 | | 224.239 | 224.395 | 223.305 | 225.484 | 0.7245 |
| 2010 | | 226.145 | | 227.697 | | 228.110 | | 227.954 | | 228.107 | | 227.658 | 227.469 | 226.994 | 227.944 | 0.7344 |
| 2011 | | 229.981 | | 234.121 | | 233.646 | | 234.608 | | 235.331 | | 234.327 | 233.390 | 232.082 | 234.698 | 0.7535 |
| 2012 | | 236.880 | | 238.985 | | 239.806 | | 241.170 | | 242.834 | | 239.533 | 239.650 | 238.099 | 241.201 | 0.7738 |
| 2013 | | 242.677 | | 244.675 | | 245.935 | | 246.072 | | 246.617 | | 245.711 | 245.023 | 243.894 | 246.152 | 0.7911 |
| 2014 | | 248.615 | | 251.495 | | 253.317 | | 253.354 | | 254.503 | | 252.273 | 251.985 | 250.507 | 253.463 | 0.8136 |
| 2015 | | 254.910 | | 257.622 | | 259.117 | | 259.917 | | 261.019 | | 260.289 | 258.572 | 256.723 | 260.421 | 0.8349 |
| 2016 | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 | 0.8599 |
| 2017 | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 | 0.8877 |
| 2018 | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 | 0.9220 |
| 2019 | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 | 0.9525 |
| 2020 | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 | 0.9689 |
| 2021 | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 | 1.0000 |
| 2022 | | 320.195 | | 324.878 | | 330.539 | | | | | | | | 323.408 | | |

Employment Cost Index (NAICS)

Original Data Value

Series Id: CUI2010000120000I Data extracted on: August 2, 2022 (8:36:09 PM)
 Not seasonally adjusted
 Series Title: Total compensation for Private industry workers in Professional and related, Index

| Year | Qtr1 | Qtr2 | Qtr3 | Qtr4 | 2021 dollars |
|------|-------|-------|-------|-------|--------------|
| 2005 | 98.0 | 98.8 | 99.5 | 100.0 | 0.6974 |
| 2006 | 101.0 | 101.8 | 103.1 | 103.9 | 0.7245 |
| 2007 | 104.9 | 105.9 | 106.7 | 107.3 | 0.7483 |
| 2008 | 108.3 | 109.0 | 109.9 | 110.3 | 0.7692 |
| 2009 | 111.0 | 111.1 | 111.4 | 111.4 | 0.7768 |
| 2010 | 112.2 | 112.6 | 113.3 | 113.5 | 0.7915 |
| 2011 | 114.6 | 115.1 | 115.4 | 115.7 | 0.8068 |
| 2012 | 116.8 | 117.3 | 117.7 | 118.2 | 0.8243 |
| 2013 | 118.9 | 119.5 | 120.2 | 120.5 | 0.8403 |
| 2014 | 121.0 | 121.9 | 122.5 | 122.9 | 0.8570 |
| 2015 | 123.7 | 124.1 | 124.5 | 124.9 | 0.8710 |
| 2016 | 125.7 | 126.2 | 126.7 | 126.7 | 0.8835 |
| 2017 | 127.8 | 128.7 | 129.1 | 129.6 | 0.9038 |
| 2018 | 130.8 | 131.6 | 132.3 | 132.8 | 0.9261 |
| 2019 | 133.7 | 134.4 | 135.1 | 135.6 | 0.9456 |
| 2020 | 136.8 | 137.0 | 137.8 | 138.4 | 0.9651 |
| 2021 | 139.7 | 140.5 | 142.2 | 143.4 | 1.0000 |

California Construction Cost Index, Department of General Services

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | 2021 dollars |
|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|--------------|
| 2006 | 4620 | 4603 | 4597 | 4600 | 4599 | 4593 | 4609 | 4616 | 4619 | 4867 | 4891 | 4877 | 4,674 | 0.60878 |
| 2007 | 4869 | 4868 | 4871 | 4872 | 4886 | 4842 | 4849 | 4851 | 4942 | 4943 | 4978 | 4981 | 4,896 | 0.63766 |
| 2008 | 4983 | 4983 | 4999 | 5004 | 5023 | 5065 | 5135 | 5142 | 5194 | 5393 | 5375 | 5322 | 5,135 | 0.66876 |
| 2009 | 5309 | 5295 | 5298 | 5296 | 5288 | 5276 | 5263 | 5265 | 5264 | 5259 | 5259 | 5262 | 5,278 | 0.68739 |
| 2010 | 5260 | 5262 | 5268 | 5270 | 5378 | 5394 | 5401 | 5401 | 5381 | 5591 | 5599 | 5596 | 5,400 | 0.70331 |
| 2011 | 5592 | 5624 | 5627 | 5636 | 5637 | 5643 | 5654 | 5667 | 5668 | 5675 | 5680 | 5680 | 5,649 | 0.73568 |
| 2012 | 5683 | 5683 | 5738 | 5740 | 5755 | 5754 | 5750 | 5778 | 5777 | 5780 | 5779 | 5768 | 5,744 | 0.74872 |
| 2013 | 5774 | 5782 | 5777 | 5786 | 5796 | 5802 | 5804 | 5801 | 5802 | 5911 | 5903 | 5901 | 5,820 | 0.75799 |
| 2014 | 5898 | 5896 | 5953 | 5956 | 5957 | 5961 | 5959 | 5959 | 5959 | 5969 | 5981 | 5977 | 5,952 | 0.77520 |
| 2015 | 6073 | 6077 | 6069 | 6062 | 6069 | 6055 | 6055 | 6055 | 6113 | 6114 | 6109 | 6108 | 6,080 | 0.79185 |
| 2016 | 6106 | 6132 | 6248 | 6249 | 6240 | 6238 | 6245 | 6244 | 6267 | 6343 | 6344 | 6373 | 6,252 | 0.81432 |
| 2017 | 6373 | 6373 | 6373 | 6461 | 6455 | 6470 | 6474 | 6620 | 6620 | 6596 | 6596 | 6596 | 6,501 | 0.84664 |
| 2018 | 6596 | 6596 | 6596 | 6596 | 6596 | 6598 | 6643 | 6613 | 6674 | 6679 | 6679 | 6684 | 6,629 | 0.86339 |
| 2019 | 6684 | 6700 | 6616 | 6841 | 6852 | 6854 | 6854 | 6823 | 6814 | 6851 | 6895 | 6924 | 6,809 | 0.88681 |
| 2020 | 6995 | 6945 | 6947 | 6955 | 6958 | 7041 | 6984 | 6988 | 7036 | 7120 | 7123 | 7120 | 7,018 | 0.91399 |
| 2021 | 7090 | 7102 | 7130 | 7150 | 7712 | 7746 | 7892 | 8122 | 7900 | 8080 | 8141 | 8072 | 7,678 | 1.00000 |

The California Construction Cost index is developed based upon Building Cost Index (BCI) cost indices for San Francisco and Los Angeles produced by Engineering News Record (ENR) and reported in the second issue each month for the previous month. This table is updated at the end of each month.

The ENR BCI reports cost trends for specific construction trade labor and materials in the California marketplace.

Accessed 8/2/2022

<https://www.dgs.ca.gov/RES/RESOURCES/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>

Legend

red numbers are assumptions or data entered directly into the worksheet

blue numbers are links from other worksheets in the workbook

black numbers are calculations based on the above numbers

Cost factors are colored coded by primary source considered:

| |
|---|
| EBRPD (for HCP) |
| CCWD (for HCP) |
| Average of CCWD/EBRPD |
| ECCC Habitat Conservancy |
| J&S and EPS (for HCP) |
| AECOM, 2012 |
| Updated by Insight Data & Economic Analysis, 2022 |
| Updated with input from H.T. Harvey, 2017 |
| Other estimated factors |
| Actual costs start-up and years 1 - 14 |
| Estimate of EBRPD contributions to operational costs, start up and years 1-14 |
| Summary actuals supercede model detail |

Acres Acquired, Managed, and Restored within HCP/NCCP Preserves for Maximum Urban Development Area**2022 Update**

| | | |
|-------------------------------------|--------------------|---------------------------------|
| | Maximum UDA | Source |
| Total acres acquired/managed | 30,200 | (Table 5-9: mid-point of range) |

Acres Acquired and Managed by Time Period

| | Implementation Period (Years) | | | | | |
|---|---|--------|--------|--------|-----------------------|--------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total |
| Total preserve acres acquired per period | - | 12,050 | 5,672 | 5,672 | 6,806 | 30,200 |
| Total preserve acres managed, cumulative | - | 12,050 | 17,722 | 23,394 | 30,200 | 30,200 |
| Assumptions: | | | | | | |
| Actual acquisition accounted for in years 1-5, 6-9 and 10 - 14; the net remaining requirement is allocated evenly over the remaining 16 years of the permit term. | | | | | | |
| Management and monitoring on acquired land has not kept pace with actual acquisition. | | | | | | |
| 14,463.76 | Total acres acquired through 2021 (Annual Report Table 8a) | | | | | |
| 1,681.1 | Already conserved acres (no credit acres) on parcels acquired through 2021 (Annual Report Table 8a) | | | | | |
| 732.93 | Other acres (outside acquisition zones) not credited to preserve system through 2021 | | | | | |
| 12,049.7 | Total acres acquired and credited toward preserve system | | | | | |

Land Cover Type Restored/Created by Time Period

| | Implementation Period (Years) | | | | | |
|---|-------------------------------|-------|-------|-------|-----------------------|-------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total |
| Land Cover Type (acres except where noted) | | | | | | |
| oak savanna | - | - | 51.6 | 51.6 | 61.9 | 165.0 |
| riparian woodland/scrub | - | 5.40 | 15.5 | 15.5 | 18.6 | 55.0 |
| perennial wetland (jurisdictional boundary) | - | 0.16 | 10.1 | 10.1 | 12.1 | 32.5 |
| seasonal wetland (jurisdictional boundary) | - | 10.70 | 13.4 | 13.4 | 16.1 | 53.6 |
| alkali wetland (jurisdictional boundary) | - | 2.40 | 6.6 | 6.6 | 8.0 | 23.6 |
| slough/channel | - | - | 22.5 | 22.5 | 27.0 | 72.0 |
| open water | - | - | - | - | - | - |
| ponds | - | 0.61 | 6.7 | 6.7 | 8.0 | 22.0 |
| streams (miles) | - | 2.16 | 1.1 | 1.1 | 1.4 | 5.8 |
| Total (acres) | - | 20.58 | 127.1 | 127.1 | 152.5 | 427.2 |

| | |
|--|--|
| Assumptions: | |
| Total restoration requirements based on assumptions in the HCP/NCCP. Actual restoration will depend on actual impacts to these features. | |
| Actual restoration accounted for in years 1-14; the net remaining requirement is allocated evenly over the next 16 years of the permit term. | |
| For total acre calculation, streams are assumed to be 5 feet wide | |
| 30% | % of perennial, seasonal or alkali wetland complex acreage assumed to be jurisdictional wetland; for compensatory restor |

USED IN WETLAND FEE CALCULATION

| | average acres/site or linear feet/site (streams) | % requiring substantial soil disturbance |
|--|--|--|
| Defining sites: | | |
| riparian/woodland scrub sites by acreage conversion: | 3 | 20% |
| wetlands and pond sites by acreage conversion | 2.0 | 80% |
| stream sites by linear feet conversion: | 1,000 | 90% |

Restoration sites that require significant soil disturbance by land-cover type**USED IN WETLAND FEE CALCULATION**

| | Implementation Period (Years) | | | | | |
|---|-------------------------------|------|-------|-------|-----------------------|-------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 (6-year period) | Total |
| Land Cover Type Restoration Sites | | | | | | |
| riparian woodland/scrub | - | 0.4 | 1.0 | 1.0 | 1.2 | 3.7 |
| perennial wetland | - | 0.1 | 4.0 | 4.0 | 4.9 | 13.0 |
| seasonal wetland | - | 4.3 | 5.4 | 5.4 | 6.4 | 21.4 |
| alkali wetland | - | 1.0 | 2.7 | 2.7 | 3.2 | 9.4 |
| ponds | - | - | 9.0 | 9.0 | 10.8 | 28.8 |
| streams (miles/acres converted to sites) | - | 10.2 | 5.4 | 5.4 | 6.5 | 27.6 |
| Total sites for monitoring cost estimate | - | 15.9 | 27.5 | 27.5 | 33.0 | 103.9 |

| | |
|--|--|
| Assumptions: | |
| Average acres/site and percent of sites requiring substantial soil disturbance calculated in table above. | |
| Seasonal, perennial, and alkali wetland acreages in Tables 5-16 and 5-17 are for wetland complexes; for cost estimates and revenue projections the wetted acres of these complexes are assumed to be 30% of the total acres. | |

Summary of HCP/NCCP Personnel (Conservancy Staffing)

2022 Update

| | | 2022 UPDATE STAFFING | | | | POST PERMIT STAFFING |
|--|--|-----------------------------------|-------|-------|-------|----------------------|
| | | Number of FTEs | | | | Number of FTEs |
| UPDATE STAFFING | | 0-14 | 15-19 | 20-24 | 25-30 | |
| Administrative staffing | | no change | | | | |
| Principal Planner | | 0.70 | 0.70 | 0.70 | | 0.50 |
| Senior Planner | | 0.70 | 0.70 | 0.70 | | 0.25 |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | | 0.05 |
| Associate Planner | | 0.70 | 0.70 | 0.70 | | 0.25 |
| Assistant Planner | | 0.80 | 0.80 | 0.80 | | 0.25 |
| Planning Technician | | 0.35 | 0.35 | 0.35 | | 0.10 |
| Accountant | | 0.40 | 0.40 | 0.40 | | 0.20 |
| Admin – Secretary | | Included in overhead rates | | | | - |
| IT Support Staff | | | | | | - |
| Total | | 3.70 | 3.70 | 3.70 | | 1.60 |
| Land acquisition staffing | | no change | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.05 | | - |
| Senior Planner | | 0.20 | 0.20 | 0.20 | | - |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | | - |
| Total | | 0.30 | 0.30 | 0.30 | | - |
| Management planning and design staffing | | lower in last 5 years | | | | |
| Principal Planner | | 0.10 | 0.10 | 0.05 | | - |
| Principal GIS Planner | | 0.05 | 0.05 | 0.05 | | - |
| Senior Planner | | 0.05 | 0.05 | 0.02 | | - |
| Associate Planner | | 0.05 | 0.05 | 0.02 | | - |
| Total | | 0.25 | 0.25 | 0.14 | | - |
| Habitat restoration and creation staffing | | no change | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.05 | | - |
| Associate Planner | | 0.10 | 0.10 | 0.10 | | - |
| Total | | 0.15 | 0.15 | 0.15 | | - |
| Environmental compliance staffing | | no change except 0 in last period | | | | |
| Principal Planner | | 0.02 | 0.02 | - | | - |
| Senior Planner | | 0.05 | 0.05 | - | | - |
| Associate Planner - wetland fees | | 0.05 | 0.05 | - | | - |
| Assistant Planner - wetland fees | | 0.10 | 0.10 | - | | - |
| Total | | 0.22 | 0.22 | - | | - |
| Preserve management and maintenance staffing | | higher in last 5 years | | | | |
| Principal Planner | | 0.05 | 0.05 | 0.07 | | 0.07 |
| Associate Planner | | 0.05 | 0.05 | 0.10 | | 0.10 |
| Assistant Planner | | 0.10 | 0.10 | 0.15 | | 0.15 |
| Preserve Maintenance Staff | | included in per acre cost factors | | | | - |
| Total | | 0.20 | 0.20 | 0.32 | | 0.32 |
| Monitoring and research staffing | | higher in last 5 years | | | | |
| Principal Planner | | 0.03 | 0.03 | 0.08 | | 0.05 |
| Associate Planner | | 0.05 | 0.05 | 0.08 | | 0.05 |
| Total | | 0.08 | 0.08 | 0.16 | | 0.10 |
| Overall Staffing Plan | | | | | | |
| Principal Planner | | 1.00 | 1.00 | 1.000 | | 0.62 |
| Senior Planner | | 1.00 | 1.00 | 0.92 | | 0.25 |
| Principal GIS Planner | | 0.15 | 0.15 | 0.15 | | 0.05 |
| Associate Planner | | 1.00 | 1.00 | 1.00 | | 0.40 |
| Assistant Planner | | 1.00 | 1.00 | 0.95 | | 0.40 |
| Planning Technician | | 0.35 | 0.35 | 0.35 | | 0.10 |
| Accountant | | 0.40 | 0.40 | 0.40 | | 0.20 |
| Admin – Secretary | | Included in overhead rates | | | | - |
| IT Support Staff | | | | | | - |
| Preserve Maintenance Staff | | included in per acre cost factors | | | | - |
| Total | | 4.90 | 4.90 | 4.77 | | 2.02 |

HCP/NCCP Program Administration and Permitting for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| <u>All Costs</u> | Cost by Implementation Period (Years) | | | | | | | Total |
|---|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$5,156,370 | \$5,156,370 | \$6,187,644 | |
| Contractor assistance with administration | | | | | \$400,000 | \$400,000 | \$480,000 | |
| Other administrative costs | | | | | \$55,000 | \$55,000 | \$66,000 | |
| Vehicle / mileage allowance | | | | | \$7,500 | \$7,500 | \$9,000 | |
| Travel | | | | | \$37,500 | \$37,500 | \$45,000 | |
| Insurance | | | | | \$115,000 | \$115,000 | \$138,000 | |
| Legal assistance | | | | | \$575,000 | \$250,000 | \$300,000 | |
| Other permitting costs | | | | | \$15,000 | \$15,000 | \$18,000 | |
| Financial analysis assistance | | | | | \$150,000 | \$75,000 | \$75,000 | |
| Financial audit (annual) | | | | | \$100,000 | \$100,000 | \$120,000 | |
| Public relations and outreach | | | | | \$50,000 | \$50,000 | \$60,000 | |
| Total | \$223,698 | \$4,671,472 | \$4,866,552 | \$7,808,559 | \$6,661,370 | \$6,261,370 | \$7,498,644 | \$37,991,665 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|---|----------------|------|-------------|-------------|-------------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.70 | 0.70 | 0.70 |
| Senior Planner and support | \$156 | | | 0.70 | 0.70 | 0.70 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Associate Planner and support | \$132 | | | 0.70 | 0.70 | 0.70 |
| Assistant Planner and support | \$109 | | | 0.80 | 0.80 | 0.80 |
| Planning Technician and support | \$119 | | | 0.35 | 0.35 | 0.35 |
| Accountant and support | \$157 | | | 0.40 | 0.40 | 0.40 |
| Total FTEs | | | | 3.70 | 3.70 | 3.70 |
| Total cost per year | | | | \$1,031,274 | \$1,031,274 | \$1,031,274 |
| Total cost per period | | | | \$5,156,370 | \$5,156,370 | \$6,187,644 |

Notes/Assumptions:

Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

| Contractor Assistance with Administration | Cost by Implementation Period (Years) | | | | |
|---|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$400,000 | \$400,000 | \$480,000 |

Assumption:
\$80,000 annual contractor cost per 2022 budget: for assistance with database, annual report, and permitting

| Other Administrative Costs | Cost by Implementation Period (Years) | | | | |
|--------------------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Memberships | | | \$50,000 | \$50,000 | \$60,000 |
| Miscellaneous equipment and supplies | | | \$5,000 | \$5,000 | \$6,000 |
| Cost per period | | | \$55,000 | \$55,000 | \$66,000 |

Assumption:
\$10,000 annual cost for Institute for Ecological Health (state and national), Bay Area Open Space Council, and East County Water Management Agency, based on actual Conservancy experience through 2021
\$1,000 annual cost based on actual Conservancy experience through 2021

| Vehicle / Mileage Allowance | Cost by Implementation Period (Years) | | | | |
|-----------------------------|---------------------------------------|------|---------|---------|---------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$7,500 | \$7,500 | \$9,000 |

Assumption:
\$1,500 annual cost based on actual Conservancy experience through 2021

| Travel | Cost by Implementation Period (Years) | | | | |
|-----------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$37,500 | \$37,500 | \$45,000 |

Assumption:
\$7,500 annual cost based on actual Conservancy experience through 2021

| Insurance | Cost by Implementation Period (Years) | | | | |
|-----------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$115,000 | \$115,000 | \$138,000 |

Assumption:
\$23,000 annual cost based on actual Conservancy experience through 2021

| Legal Assistance | Cost by Implementation Period (Years) | | | | |
|------------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$575,000 | \$250,000 | \$300,000 |

Assumptions:

| | |
|-----------|---|
| \$115,000 | Annual cost for legal assistance, years 15 - 19 |
| \$50,000 | Annual cost for legal assistance, after year 19 |

Note: The legal assistance category covers legal assistance required for program administration and (for years 6 - 10) the environmental compliance category.

Legal assistance for land acquisition included in the due diligence cost factor in the land acquisition category.

Legal assistance is also estimated for the environmental compliance category.

| Other Permitting Costs | Cost by Implementation Period (Years) | | | | |
|------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$15,000 | \$15,000 | \$18,000 |

Assumptions:

| | |
|---------|-----------------------------|
| \$3,000 | Annual cost per 2022 Budget |
|---------|-----------------------------|

| Financial Analysis Assistance | Cost by Implementation Period (Years) | | | | |
|-------------------------------|---------------------------------------|------|-----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$150,000 | \$75,000 | \$75,000 |

Assumptions:

| | |
|----------|--|
| \$75,000 | Cost per period for financial analysis assistance |
| \$15,000 | Annual cost years 15 - 19 for assistance with endowment and EBRPD cost sharing agreement |

Financial analyst review will occur periodically over the life of the Plan (years 3, 6, 10, 15, 20 and 25).

Note: The financial analysis assistance category covers the periodic assistance of a financial analyst to review the program's cost/revenue balance, ensure that charges are adjusted in line with changing land costs and ensure compliance with State requirements on collection of fees.

| Annual Financial Audit | Cost by Implementation Period (Years) | | | | |
|------------------------|---------------------------------------|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$100,000 | \$100,000 | \$120,000 |

Assumptions:

| | |
|----------|---|
| \$20,000 | Cost per year for financial audit services based on Conservancy experience through 2021 |
|----------|---|

Annual financial audit of the Conservancy's financial statements by an independent auditor are required by the JPA agreement and Government Code.

| Public Relations/Outreach | Cost by Implementation Period (Years) | | | | |
|---------------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per year | | | \$10,000 | \$10,000 | \$10,000 |
| Cost per period | | | \$50,000 | \$50,000 | \$60,000 |

HCP/NCCP Land Acquisition for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | |
|--------------------|---------------------------------------|------------------|---------------------|---------------------|---------------------|----------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | Total |
| Land Acquisition | \$0 | \$139,241,000 | \$66,216,653 | \$66,216,653 | \$79,459,983 | \$351,134,289 |
| Site improvements | \$0 | \$0 | \$1,144,934 | \$1,144,934 | \$1,251,240 | \$3,541,108 |
| Staff and overhead | na | na | \$494,440 | \$494,440 | \$593,328 | \$1,582,208 |
| Due diligence | \$253,166 | \$4,387,960 | \$1,986,500 | \$1,986,500 | \$2,383,799 | \$10,997,925 |
| Total | \$253,166 | \$165,742 | \$69,842,527 | \$69,842,527 | \$83,688,351 | \$223,792,311 |

Acquisition Cost over 30-year Program, Actuals year 1 - 14 + Projections Years 15 - 30 (2021 dollars)

| Acquisition Analysis Zone | Cost by Implementation Period (Years) | | | | | | Estimated Remainder 15-30 |
|---|---------------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|------------------------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | Total | |
| Zone 1 | \$0 | \$12,711,000 | \$5,405,441 | \$5,405,441 | \$6,486,530 | \$30,008,413 | \$17,297,413 |
| Zone 2 | \$0 | \$52,222,000 | \$20,527,038 | \$20,527,038 | \$24,632,446 | \$117,908,522 | \$65,686,522 |
| Zone 3 | \$0 | \$3,553,000 | \$356,768 | \$356,768 | \$428,121 | \$4,694,656 | \$1,141,656 |
| Zone 4 | \$0 | \$10,748,000 | \$21,381,668 | \$21,381,668 | \$25,658,001 | \$79,169,336 | \$68,421,336 |
| Zone 5 | \$0 | \$42,738,000 | \$13,737,272 | \$13,737,272 | \$16,484,726 | \$86,697,269 | \$43,959,269 |
| Zone 6 (incl. within ULL along Marsh Creek) | \$0 | \$8,523,000 | \$3,742,794 | \$3,742,794 | \$4,491,353 | \$20,499,940 | \$11,976,940 |
| Outside Inventory Area | \$0 | \$0 | \$550,443 | \$550,443 | \$660,532 | \$1,761,417 | \$1,761,417 |
| Outside Acquisition Zones | \$0 | \$8,746,000 | \$515,230 | \$515,230 | \$618,276 | \$10,394,735 | \$1,648,735 |
| Total | \$0 | \$139,241,000 | \$66,216,653 | \$66,216,653 | \$79,459,983 | \$351,134,289 | \$211,893,289 |

Assumptions:

40%

60%

Actual acquisition cost through year 14, in 2021 dollars. Updated 2021 land cost factors by cost category applied to remaining acquisition targets. Total remaining cost allocated evenly over remaining 16 years of the permit term.

See Appendix G and description of separate land cost model in Chapter 9.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.05 | 0.05 | 0.05 |
| Senior Planner and support | \$156 | | | 0.20 | 0.20 | 0.20 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Total FTEs | | | | 0.30 | 0.30 | 0.30 |
| Total cost per year | | | | \$98,888 | \$98,888 | \$98,888 |
| Total cost per period | | | | \$494,440 | \$494,440 | \$593,328 |

Notes/Assumptions:

Actual staff costs for years 0 - 9 are included in the due diligence actuals below.

Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

Due Diligence

Covers costs for appraisals, preliminary title report, escrow and other closing costs, boundary surveys, legal services, environmental and Phase 1 site assessment.

The 2006 cost model used more detailed unit costs. The result of applying those cost factors in the 2006 model was that due diligence represented about 4% of land acquisition costs.

For the 2012, 2016, and 2022 updates the model is simplified to assume due diligence costs (not including Conservancy staff costs) at 3% of land acquisition costs, roughly consistent with the experience of the Conservancy and EBRPD through 2021, during which time more than 50 percent of the preserve system goals for land acquisition took place. For years 10-30, Conservancy staff time costs are separately estimated and included in Program Staff line item above.

| | Cost by Implementation Period (Years) | | | | | | |
|---------------|---------------------------------------|-------------|-------------|-----------|-------------|-------------|-------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 |
| Due Diligence | \$253,166 | \$2,296,923 | \$1,479,004 | \$612,033 | \$1,986,500 | \$1,986,500 | \$2,383,799 |

Assumptions:

| | |
|------|---|
| 3.0% | Due diligence costs as a percentage of land acquisition cost. |
|------|---|

Planning Surveys (Pre-Acquisition)

Based on Conservancy and EBRPD experience to date, initial property evaluation and planning is included in staff and consultant time.

Most significant field biological work is done post acquisition and is included as a monitoring cost.

Site Improvements

| | Cost by Implementation Period (Years) | | | | |
|--|---------------------------------------|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Demolition of old facilities | | | \$111,803 | \$111,803 | \$134,164 |
| Repair of boundary fence | | | \$495,065 | \$495,065 | \$495,065 |
| Repair and replacement of gates | | | \$118,341 | \$118,341 | \$118,341 |
| Signs (boundary, landbank, etc.) | | | \$232,550 | \$232,550 | \$279,060 |
| Other security (e.g., boarding up barns) | | | \$187,175 | \$187,175 | \$224,610 |
| Total | | | \$1,144,934 | \$1,144,934 | \$1,251,240 |

Assumptions:

Most demolition to date is a condition of the transaction and assigned to the seller. Other site improvement costs included in EBRPD operations and maintenance costs to date.

| | |
|---------|--|
| \$9,856 | Demolition of old facilities per 500 acres |
| \$6,600 | Repair and replacement of gates per 100 acres |
| \$4,100 | Signs (boundary, landbank, etc.) per 100 acres |
| \$3,300 | Other security (e.g., boarding up barns) per 100 acres |
| 180 | Estimated number of parcels acquired years 15 - 30 assuming 100 acres per parcel |
| 15,000 | Average parcel boundary length in linear feet (from GIS analysis, grouping adjacent parcels with the same landowner) |
| \$6.11 | Average cost per linear foot for boundary fence repair |
| 15% | Proportion of boundary fence that needs repair |

HCP/NCCP Management Planning and Design for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|----------------------------|---------------------------------------|--------------------|------------------|--------------------|--------------------|--------------------|------------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Program staff and overhead | | | | | \$433,340 | \$433,340 | \$306,365 | |
| Travel | | | | | \$12,500 | \$12,500 | \$15,000 | |
| Contractors | | | | | \$1,000,000 | \$1,000,000 | \$500,000 | |
| Total | \$0 | \$1,772,511 | \$938,155 | \$1,840,187 | \$1,445,840 | \$1,445,840 | \$821,365 | \$8,263,898 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-----------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.10 | 0.10 | 0.05 |
| Principal GIS Planner and support | \$222 | | | 0.05 | 0.05 | 0.05 |
| Senior Planner and support | \$156 | | | 0.05 | 0.05 | 0.02 |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | 0.02 |
| Total FTEs | | | | 0.25 | 0.25 | 0.14 |
| Total cost per year | | | | \$86,668 | \$86,668 | \$51,061 |
| Total cost per period | | | | \$433,340 | \$433,340 | \$306,365 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies, .

1,880 hours per year

Travel

| | Cost by Implementation Period (Years) | | | | |
|-----------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per period | | | \$12,500 | \$12,500 | \$15,000 |

Assumption:

\$2,500 annual cost based on Conservancy 2022 budget

Contractors

| Contractor category | Contract value per period | | | | |
|---------------------|---------------------------|------|-------------|-------------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Management planning | | | \$1,000,000 | \$1,000,000 | \$500,000 |
| Total per period | | | \$1,000,000 | \$1,000,000 | \$500,000 |

Assumptions:

Restoration planning and designs included in habitat restoration/creation cost category.

| | |
|-------------|--|
| \$1,000,000 | per-period budget for management planning, through year 24 |
| \$500,000 | per-period budget for management planning, years 25 - 30 |

The management planning and design staff and contractors will conduct the following activities:

Management plans for cropland/pasture preserves

Management plans for natural area preserves

Grazing plans

Mapping work for management plans

Exotic plant control program (for the entire preserve system)

Fire management/control plan (for the entire preserve system)

HCP/NCCP Habitat Restoration/Creation (including planning and design) for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|----------------------|---------------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Creation/Restoration | | | | | \$10,606,806 | \$10,606,806 | \$12,728,168 | |
| Staff and overhead | | | | | \$220,900 | \$220,900 | \$265,080 | |
| Travel | | | | | \$12,500 | \$12,500 | \$15,000 | |
| Contractors | | | | | \$5,780,709 | \$5,780,709 | \$6,936,851 | |
| Total | \$0 | \$3,424,071 | \$2,063,773 | \$1,563,376 | \$16,620,916 | \$16,620,916 | \$19,945,099 | \$60,238,151 |

Land Cover Type Restored/Created

| Land Cover Type (acres) | Implementation Period (Years) | | | | | Total |
|-------------------------|-------------------------------|-------------|--------------|--------------|--------------|--------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| oak savanna | - | - | 51.6 | 51.6 | 61.9 | 165.0 |
| riparian woodland/scrub | - | 5.4 | 15.5 | 15.5 | 18.6 | 55.0 |
| perennial wetland | - | 0.2 | 10.1 | 10.1 | 12.1 | 32.5 |
| seasonal wetland | - | 10.7 | 13.4 | 13.4 | 16.1 | 53.6 |
| alkali wetland | - | 2.4 | 6.6 | 6.6 | 8.0 | 23.6 |
| slough/channel | - | - | 22.5 | 22.5 | 27.0 | 72.0 |
| open water | - | - | - | - | - | - |
| ponds | - | 0.6 | 6.7 | 6.7 | 8.0 | 22.0 |
| streams (miles) | - | 2.2 | 1.1 | 1.1 | 1.4 | 5.8 |
| Total (acres) | - | 20.6 | 127.1 | 127.1 | 152.5 | 427.2 |

Cost of Restoration/Creation Construction

| Land Cover Type | Units | Cost per unit | Cost by Implementation Period (Years) | | | | |
|-------------------------|-------------|---------------|---------------------------------------|------|--------------|--------------|--------------|
| | | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| oak savanna | acres | \$18,420 | | | \$1,139,755 | \$1,139,755 | \$1,367,706 |
| riparian woodland/scrub | acres | \$51,822 | | | \$963,882 | \$963,882 | \$1,156,659 |
| perennial wetland | acres | \$84,544 | | | \$1,025,308 | \$1,025,308 | \$1,230,370 |
| seasonal wetland | acres | \$100,838 | | | \$1,622,239 | \$1,622,239 | \$1,946,687 |
| alkali wetland | acres | \$102,041 | | | \$811,222 | \$811,222 | \$973,467 |
| slough/channel | acres | \$76,798 | | | \$2,073,533 | \$2,073,533 | \$2,488,240 |
| open water | acres | \$112,058 | | | \$0 | \$0 | \$0 |
| ponds | acres | \$112,058 | | | \$898,842 | \$898,842 | \$1,078,611 |
| streams | linear feet | \$287 | | | \$2,072,024 | \$2,072,024 | \$2,486,429 |
| Total | | | | | \$10,606,806 | \$10,606,806 | \$12,728,168 |

2017 update:
Revised cost per unit for oak savanna to \$15K based on review/input from H.T. Harvey
Revised cost per LF for stream restoration by eliminating the low cost outlier from the list of example projects. Also did not reduce unit cost by applying a 10% discount to be more conservative.

Assumptions:

Construction costs are highly variable and depend mostly on the amount, depth, and linear extent of earthwork expected, and whether water control structure are required. Plant propagation, seeding, and watering also included.

For 2017 and 2022 updates, unit costs increased based on change in the California Construction Cost Index published by the State of California Department of General Services. Available at:

<https://www.dgs.ca.gov/RES/RESOURCES/Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>

20%

Contingency factor for restoration projects; assumed higher than the standard contingency because of the higher degree of uncertainty in this portion of the conservation program.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.05 | 0.05 | 0.05 |
| Associate Planner and support | \$132 | | | 0.10 | 0.10 | 0.10 |
| Total FTEs | | | | 0.15 | 0.15 | 0.15 |
| Total cost per year | | | | \$44,180 | \$44,180 | \$44,180 |
| Total cost per period | | | | \$220,900 | \$220,900 | \$265,080 |
| 1,880 | hours per year | | | | | |

Assumptions:

Habitat Conservancy staff select sites, hire and oversee consultants for plans, specifications, and implementation.

Cost includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

Travel

| | Cost by Implementation Period (Years) | | | | |
|-----------------------|---------------------------------------|------|----------|----------|----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total cost per period | | | \$12,500 | \$12,500 | \$15,000 |

Assumption:

\$2,500 annual cost based on Conservancy 2022 budget

Contractors for restoration planning, design, construction oversight, and post-construction maintenance

| Contractor category | Cost by Implementation Period (Years) | | | | |
|--|---------------------------------------|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Design, plans, specifications, and engineering | | | \$3,500,246 | \$3,500,246 | \$4,200,295 |
| Bid assistance | | | \$159,102 | \$159,102 | \$190,923 |
| Construction oversight | | | \$1,060,681 | \$1,060,681 | \$1,272,817 |
| Post-construction maintenance | | | \$1,060,681 | \$1,060,681 | \$1,272,817 |
| Cost per period | | | \$5,780,709 | \$5,780,709 | \$6,936,851 |

Assumptions:

| | |
|-------|---|
| 33% | percent of total construction cost required to complete restoration design and plans, specifications, engineering and provide allowance for remedial measures |
| 1.50% | percent of total construction cost required for bid assistance |
| 10% | percent of total construction cost required for construction oversight |
| 10% | percent of total construction cost required for post construction maintenance |

Restoration plans and designs of all types included in habitat restoration/creation cost category.

Design, plan, specification, and engineering work, bid assistance, and construction oversight will be conducted in the period in which construction takes place.

Two years of post-construction maintenance will be conducted in the period after construction takes place to maintain irrigation systems, conducting weeding, etc. Management costs after success criteria are met is included in development fee paid for same site (wetland mitigation fee is in addition).

Monitoring of restoration sites covered in the Monitoring cost category.

HCP/NCCP Environmental Compliance for Maximum Urban Development Area**2022 Update**

(2021 dollars)

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|--------------------|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$276,548 | \$276,548 | \$0 | |
| Legal assistance | | | | | \$250,000 | \$50,000 | \$0 | |
| NEPA/CEQA | | | | | \$558,300 | \$558,300 | \$0 | |
| CWA 404 | | | | | \$0 | \$0 | \$0 | |
| CWA 401 | | | | | \$11,000 | \$11,000 | \$0 | |
| CDFG 1602 | | | | | \$23,500 | \$23,500 | \$0 | |
| NHPA | | | | | \$60,200 | \$60,200 | \$0 | |
| Other | | | | | \$41,800 | \$41,800 | \$0 | |
| Total | \$0 | \$887,562 | \$194,053 | \$330,312 | \$1,221,348 | \$1,021,348 | \$0 | \$3,654,623 |

Note: Detail is not intended to be prescriptive; it is used as a means to generate an overall environmental compliance cost estimate.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-------|------------------------------------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 | | |
| Principal Planner and support | \$206 | | | 0.02 | 0.02 | - | include in wetland fee calculation | |
| Senior Planner and support | \$156 | | | 0.05 | 0.05 | - | | |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | - | | |
| Assistant Planner and support | \$109 | | | 0.10 | 0.10 | - | | |
| Total FTEs | | | | 0.22 | 0.22 | - | | |
| Total cost per year | | | | \$55,310 | \$55,310 | \$0 | \$32,900 | \$32,900 |
| Total cost per period | | | | \$276,548 | \$276,548 | \$0 | \$164,500 | \$164,500 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year**Legal Assistance and Technical Support for Coordinated Regional Wetland Permitting**

| | Cost by Implementation Period (Years) | | | | |
|-----------------|---------------------------------------|------|-----------|----------|-------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$250,000 | \$50,000 | \$0 |

Assumptions:

| | |
|-----------------|--|
| \$25,000 | Annual cost for legal assistance with wetland permitting, years 15 - 20 |
| \$25,000 | Annual cost for technical support with wetland permitting, years 15 - 20 |

Number of Projects Requiring Environmental Compliance

| Project size | Size Range | Number | | | | | Total over Permit Term |
|---|--|--------|------|-------|-------|-------|------------------------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 | |
| Small/simple | up to 10 acres or up to 0.1 stream miles | | | 4 | 4 | - | 20 |
| Medium/more complex | 10.1-50 acres or 0.1-0.5 stream miles | | | 4 | 4 | - | 20 |
| Large/most complex | over 50 acres or 0.5 stream miles | | | 2 | 2 | - | 10 |
| Total projects remainder of permit term | | | | 10 | 10 | - | 20 |

Assumptions:

Details are not prescriptive but are a reasonable means of generating an overall cost for the environmental cost category.

Of the total of approximately 50 projects that would require environmental compliance, 1/5 would require compliance in each 5-year period between years 1 and 25.

Environmental Compliance Cost per Project Size and Compliance Category (2021 dollars)

| Project size | Size Range | Estimate Project Cost within DFG jurisdiction | | Project Impacts to Wetlands for CWA 401 | | Compliance Category | | | | | |
|---------------------|--|---|-------------------|---|---------|---------------------|---------|---------|-----------|----------|---------|
| | | | | Minimum | Maximum | CEQA | CWA 404 | CWA 401 | CDFG 1602 | NHPA | Other |
| Small/simple | up to 10 acres or up to 0.1 stream miles | \$ 2,000 | \$ 25,000 | 0.001 | 0.01 | \$7,346 | \$0 | \$968 | \$1,130 | \$3,673 | \$3,482 |
| Medium/more complex | 10.1-50 acres or 0.1-0.5 stream miles | \$ 25,001 | \$ 100,000 | 0.0121 | 0.07 | \$58,767 | \$0 | \$1,130 | \$2,425 | \$5,142 | \$4,179 |
| Large/most complex | over 50 acres or 0.5 stream miles | \$ 100,001 | \$500,000 or more | 0.073 | 0.30 | \$146,918 | \$0 | \$1,291 | \$4,654 | \$12,488 | \$5,572 |

Assumptions:

Details are not prescriptive but are a reasonable means of generating an overall cost for the environmental cost category.

Assumed wetland impact determined by AECOM based experience with typical projects that would be expected to be implemented by the Conservancy. For example wetland restoration/creation projects, stream restoration projects, adaptive management measures for existing wetland features and facilities improvements. In general, it is expected that impacts to wetlands and streams would be avoided if at all possible. Of the stream length indicated, assumed only 10% of that length would be impacted and an average stream width of 10 feet.

For NEPA/CEQA, 401/404 and 1602 compliance, varying costs have more to do with project complexity than with project size.

Clean Water Act 401 and 1602 permits will be done on a per-project basis

Cultural compliance permits will be done on a per-project basis.

Contra Costa Conservancy staff will prepare permit applications and notification for the 401, 404 and 1600 applications, thereby resulting in no consultant cost for permit preparation. This table also assumes that the permits for Water Quality Certification (CWA 401) and Streambed Alteration Agreement (DFG 1602) will not be secured under programmatic or Master permit processes.

Permitted projects would be completed within the time limit allotted for the permits; no extensions or re-application would be required.

The "other" compliance category could include county grading permits, road encroachment permits, or other local approvals.

NEPA/CEQA

Depending on the level of detail that is provided for specific projects, they may or may not be able to be covered under the HCP EIR/EIS.

For those without sufficient detail, additional environmental documentation may need to be prepared.

It is likely that the majority of those would be in the form of mitigated negative declarations.

Because it is difficult to provide a cost estimate for a project without knowing details such as location, size, etc., the following are some rough numbers based on level of controversy:

Small scale non-controversial projects = Cat Excl/Cat Exemp

Medium scale more controversial projects = IS MND/EA FONSI

Larger scale more controversial projects = EIR/EIS

All land acquisitions would be a categorical exemption under CEQA as well as under NEPA, when NEPA applies.

401/404

The cost of conducting wetland delineations is not included under CWA 404/401 compliance; it is expected that delineation would be covered under land acquisition costs.

Each project implemented under the HCP will qualify for compliance under the USACE 404 regional permit program for the inventory area; there is no fee for 404 permit applications.

Tasks associated with Section 402 compliance are not included in this cost estimate.

CWA 401 fee cost estimate assumes all projects qualify for flat fees in Category D Ecological Restoration and Enhancement Projects, as allowed under State Wetland Definition and Procedures for Discharges of Dredged or Fill Materials to Waters of the State, adopted by the State Water Board on April 2, 2019. FY 21/22 Water Quality Certification Dredge and Fill Application Fee Calculator (Effective 11/8/21) Available:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/

NHPA

Archaeological surveys can be conducted at an intensive level at a rate of 40 acres per person per day.

No more than one cultural resource will be identified per 40 acres or part thereof.

This scope of work and cost estimate does not include tasks necessary for significance evaluations and resolution of adverse effects.

CDFG 1602

DFG 1602 costs are estimated based on the assumed cost of project activities within DFW jurisdiction per Fish and Game Code Sections 1600-1616, and the fee schedule corresponding to the project costs. Average cost based on mean of minimum and maximum fee amounts for standard agreements. California Department of Fish and Wildlife Lake and Streambed Alteration Agreements and Fees, Effective January 1, 2022. Available:

<https://wildlife.ca.gov/Conservation/Environmental-Review/LSA#55227743-fees>

HCP/NCCP Preserve Management and Maintenance for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Implementation Period (Years) | | | | | | | Total |
|------------------------------------|-------------------------------|------------------|--------------------|--------------------|--------------------|---------------------|---------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Program staff and overhead | | | | | \$261,320 | \$261,320 | \$495,982 | |
| Invasive Plant Control | | | | | \$1,545,290 | \$2,112,486 | \$3,283,682 | |
| Invasive Wildlife Control | | | | | \$309,058 | \$422,497 | \$656,736 | |
| Grazing Management | | | | | \$772,645 | \$1,056,243 | \$1,641,841 | |
| Wildfire Management | | | | | \$1,313,497 | \$1,795,613 | \$2,791,130 | |
| Security | | | | | \$231,794 | \$316,873 | \$492,552 | |
| Roads and Trails | | | | | \$231,794 | \$316,873 | \$492,552 | |
| Maintenance and Support | | | | | \$309,058 | \$422,497 | \$656,736 | |
| Annual Reporting | | | | | \$77,265 | \$105,624 | \$164,184 | |
| Law Enforcement | | | | | \$1,158,968 | \$1,584,365 | \$2,462,762 | |
| Administrative and General Expense | | | | | \$1,777,084 | \$2,429,359 | \$3,776,235 | |
| Total | \$0 | \$548,525 | \$2,478,883 | \$3,620,712 | \$7,987,773 | \$10,823,750 | \$16,914,392 | \$42,374,035 |

NOTE: Costs for years 1 - 14 include expenditures by the East Bay Regional Park District (EBRPD) on land maintenance activities on Conservancy properties (staff costs, maintenance supplies, maintenance services from inception through 2021). Details provided by the EBRPD and East Contra Costa County Habitat Conservancy.

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | | | |
|-------------------------------|---|----------------|-----|-----|-------|-----------|-----------|-----------|
| | | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and Support | \$206 | | | | | 0.05 | 0.05 | 0.07 |
| Associate Planner and support | \$132 | | | | | 0.05 | 0.05 | 0.10 |
| Assistant Planner and support | \$109 | | | | | 0.10 | 0.10 | 0.15 |
| Total FTEs | | | | | | 0.20 | 0.20 | 0.32 |
| Total cost per year | | | | | | \$52,264 | \$52,264 | \$82,664 |
| Total cost per period | | | | | | \$261,320 | \$261,320 | \$495,982 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year, excluding vacation

HCP/NCCP Preserve Management and Maintenance for Maximum Urban Development Area**2022 Update****(2021 dollars)****Preserve Acres Managed**

| | Implementation Period | | | | |
|---|-----------------------|--------|--------|--------|--------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Total preserve acres acquired per period | | 12,050 | 5,672 | 5,672 | 6,806 |
| Acres acquired and managed by end of period | | 12,050 | 17,722 | 23,394 | 30,200 |
| Assumptions: | | | | | |

Total costs related to habitat and species protection on preserve system lands whether or not costs incurred by EBRPD or Conservancy.

All work (except law enforcement) performed by EBRPD staff including Park Rangers, Supervisors, Stewardship staff, Heavy Equipment Operators, and Fire Department. Law enforcement cost assumes contract with Contra Costa County Sheriff.

Costs per acre (except law enforcement) based on estimates prepared by EBRPD staff for implementation of the Vasco Hills / Byron Vernal Pools Preserve Management Plan prepared for the Conservancy (2018 draft).

Cost estimates assume preserve system land is acquired and managed in equal annual increments over the remainder of the implementation period and that cost increases incrementally as acreage under management increases.

| Invasive Plant Control | Implementation Period | | | | |
|--|---|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$1,545,290 | \$2,112,486 | \$3,283,682 |
| Assumptions: | | | | | |
| \$20 | annual cost per acre for invasive plant control | | | | |
| Patrol, work planning, cultural, manual, mechanical, chemical control. | | | | | |

| Invasive Wildlife Control | Implementation Period | | | | |
|--|-----------------------|--|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$309,058 | \$422,497 | \$656,736 |
| Assumptions: | | | | | |
| | \$4 | annual cost per acre for invasive wildlife control | | | |
| Observation, recording, and controlling bullfrog, fish, and feral mammals. | | | | | |

| Grazing Management | Implementation Period | | | | |
|--|---|------|-----------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$772,645 | \$1,056,243 | \$1,641,841 |
| Assumptions: | | | | | |
| \$10 | annual cost per acre for grazing management | | | | |
| Data collection, administration, infrastructure repair, permitting, grazing management, reporting. | | | | | |

| Wildfire Management | Implementation Period | | | | |
|--|-----------------------|--|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$1,313,497 | \$1,795,613 | \$2,791,130 |
| Assumptions: | | | | | |
| | \$17 | annual cost per acre for wildfire management | | | |
| Fire suppression planning and wildfire management; fuels coordinator. Fuel reduction included in invasive plant control cost category. | | | | | |

HCP/NCCP Preserve Management and Maintenance for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| Security | Implementation Period | | | | |
|---|--|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$231,794 | \$316,873 | \$492,552 |
| Assumptions: | | | | | |
| \$3 | annual cost per acre for security maintenance and repair | | | | |
| Gate and fence installation, inspection, and repairs. | | | | | |

| Roads & Trails | | Implementation Period | | | | |
|--|--|--|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | | \$231,794 | \$316,873 | \$492,552 |
| Assumptions: | | | | | | |
| \$3 | | annual cost per acre for roads and trails maintenance and repair | | | | |
| Road grading, maintenance, and tree and brush removal. | | | | | | |

| On-going Maintenance and Support | Implementation Period | | | | |
|---|---|------|-----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$309,058 | \$422,497 | \$656,736 |
| Assumptions: | | | | | |
| \$4 | annual cost per acre for on-going maintenance and support | | | | |
| Equipment maintenance, service yard, (including support). Trash and debris removal from non-recreation areas. | | | | | |

| Annual Reporting | Implementation Period | | | | |
|--|-----------------------|--|----------|-----------|-----------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$77,265 | \$105,624 | \$164,184 |
| Assumptions: | | | | | |
| | \$1 | annual cost per acre for annual management reporting | | | |
| Internal EBRPD reporting (Red Book) and Annual Report to ECCCHC. | | | | | |

| Law Enforcement | Implementation Period | | | | |
|-----------------|--|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$1,158,968 | \$1,584,365 | \$2,462,762 |
| Assumptions: | | | | | |
| \$15 | annual cost per acre for law enforcement | | | | |

Law enforcement primarily for habitat and species protection. Based on annual cost of Contra Costa County Sheriff contract to provide law enforcement services to the Contra Costa Water District Los Vaqueros Watershed (18,500 acres of protected watershed lands and 1,900 acres reservoir). Includes a level of cost related to public access commensurate with the level of service required at the Los Vaqueros Watershed.

| Administrative and General Expense | Implementation Period | | | | |
|------------------------------------|---|------|-------------|-------------|-------------|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Cost per period | | | \$1,777,084 | \$2,429,359 | \$3,776,235 |
| Assumptions: | | | | | |
| \$23 | annual cost per acre for administrative and general expense | | | | |

Covers the following General and Administrative Expenses: fuel, tools, equipment, and other supplies used in the course of preserve land management and services (utility fees, contractors, and other costs) incurred in the course of reserve land management. Also covers internal services costs for equipment replacement and infrastructure renovation and replacement. **Does not include indirect and direct EBRPD overhead costs.**

HCP/NCCP Monitoring, Research, and Adaptive Management for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| All Costs | Cost by Implementation Period (Years) | | | | | | | Total |
|---------------------|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|--------------------|---------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Staff and overhead | | | | | \$120,132 | \$120,132 | \$305,011 | |
| Contractors | | | | | \$1,000,000 | \$1,875,000 | \$3,000,000 | |
| Directed research | | | | | \$500,000 | \$500,000 | \$600,000 | |
| Adaptive management | | | | | \$215,000 | \$215,000 | \$215,000 | |
| Total | \$0 | \$654,741 | \$604,793 | \$936,384 | \$1,835,132 | \$2,710,132 | \$4,120,011 | \$10,861,193 |

Conservancy Staff and Overhead

| Position | Hourly Cost per FTE with Overhead & Support | Number of FTEs | | | | |
|-------------------------------|---|----------------|------|-----------|-----------|-----------|
| | | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Principal Planner and support | \$206 | | | 0.03 | 0.03 | 0.08 |
| Associate Planner and support | \$132 | | | 0.05 | 0.05 | 0.08 |
| Total FTEs | | | | 0.08 | 0.08 | 0.16 |
| Total cost per year | | | | \$24,026 | \$24,026 | \$50,835 |
| Total cost per period | | | | \$120,132 | \$120,132 | \$305,011 |

Note: Hourly cost factor includes staff salary and benefits, salaries and benefits of administrative support staff (secretaries, clerks, IT staff, etc.) and associated overhead, including space and utility costs, office furniture, equipment, and supplies.

1,880 hours per year

Contractors

| | Contract value per period | | | | |
|------------------------|---|------|-----------------------------------|--------------------------------|--|
| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
| Monitoring contractors | | | \$1,000,000 | \$1,875,000 | \$3,000,000 |
| Total per period | | | \$1,000,000 | \$1,875,000 | \$3,000,000 |
| | Metrics for gross annual budget estimate==> | | Preserve Acres (end of period) | Restored Acres (per period) | Rough annual cost per preserve acre |
| \$200,000 | annual budget for monitoring contractors, years 15-19 | | 17,722 | 127 | \$11 |
| \$375,000 | annual budget for monitoring contractors, years 20-24 | | 23,394 | 127 | \$16 |
| \$500,000 | annual budget for monitoring contractors, years 25-30 | | 30,200 | 152 | \$17 |

Assumptions:

Contractor activities include field data collection, analysis, and reporting. Costs include travel.

Some preserve covered activities and conservation measures require pre-construction surveys and construction monitoring. This work will be done by contractors. Contractors will conduct pre-construction surveys prior to construction as well as construction monitoring periodically during the construction period. All covered activities require compliance with HCP/NCCP pre-construction avoidance and minimization measures.

Note that planning, preconstruction surveys and construction monitoring for covered activities outside of preserves will be paid for by developers. These costs are not included here.

Species-response monitoring is covered in the restoration category when contractors will monitor restoration, creation, and enhancement sites during the 5-year period following the restoration activity.

Post-acquisition biological inventories will build on planning surveys. Inventory will include mapping of weeds and invasive plants.

Status and trends monitoring will occur after preserve land is purchased through year 30. Status and trend monitoring will build on planning surveys and post-acquisition inventories, when appropriate.

Directed Research

| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
|---|---|------|-----------|-----------|-----------|
| Average cost per year to fund directed research | | | \$100,000 | \$100,000 | \$100,000 |
| Total cost per period | | | \$500,000 | \$500,000 | \$600,000 |

Adaptive Management

| | 0 | 1-14 | 15-19 | 20-24 | 25-30 |
|--|---|------|-----------|-----------|-----------|
| Average Independent Conservation Assessment Team cost per period | | | \$36,000 | \$36,000 | \$36,000 |
| Average Science Advisors cost per period | | | \$179,000 | \$179,000 | \$179,000 |
| Total cost per period | | | \$215,000 | \$215,000 | \$215,000 |

Assumptions:

Adaptive management experiments are covered under the monitoring staff and directed research categories.

As of this 2022 update, this type of periodic scientific review is conducted by the Conservancy's on-call biologist contractors.

The Conservancy convened a Science Advisory Panel in year 10 and plans to do the same in year 20.

The Conservancy's Preserve Monitoring Plan remains in the draft stage.

The following assumptions generate a scientific review budget to inform adaptive management:

An Independent Conservation Assessment Team meets once every 4 years and has:

| | |
|---------|--------------------------------------|
| 5 | members |
| \$7,200 | stipend per member per 5-year period |

Science Advisors Panel consists of:

| | |
|----------|--------------------------------------|
| 10 | members |
| \$17,900 | stipend per member per 5-year period |

Remedial Measures for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| <u>All Costs</u> | Implementation Period (Years) | | | | | | | Total |
|-------------------|-------------------------------|------------|------------|------------|------------------|------------------|--------------------|--------------------|
| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | |
| Remedial measures | \$0 | \$0 | \$0 | \$0 | \$262,890 | \$208,134 | \$3,477,304 | \$3,948,328 |
| Total | \$0 | \$0 | \$0 | \$0 | \$262,890 | \$208,134 | \$3,477,304 | \$3,948,328 |

Note: Actual costs are included in habitat restoration/creation and preserve management cost categories.

Remedial Measures

| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 |
|--|---|-------|-------------|-------------|--------------|--------------|--------------|
| Cost of created/restored habitat per period | | | \$2,063,773 | \$1,563,376 | \$10,606,806 | \$10,606,806 | \$12,728,168 |
| Cost for remedial measures for created/restored habitat per period | | | | | \$206,377 | \$156,338 | \$3,394,178 |
| Area of new preserve not including created/restored habitat per period | - | 7,578 | 3,488 | 962 | 5,545 | 5,545 | 6,654 |
| Cost for remedial measures for preserves per period | | | | | \$6,513 | \$1,797 | \$33,126 |
| Cost for other remedial measures per period | | | | | \$50,000 | \$50,000 | \$50,000 |
| Total cost per period | | | | | \$262,890 | \$208,134 | \$3,477,304 |

| | |
|---------------------|--|
| <u>Assumptions:</u> | |
| 2% | Percent of annual preserve management and maintenance cost assumed to be needed for preserve remedial actions. |
| 10% | Percent of created/restored habitat for which remedial measures will be required. |
| \$93 | Cost per acre for preserve management and maintenance in years 26-30. |
| 63% | Percent of land acquisition in years 1 - 14 occurring in years 1 - 5 |
| 29% | Percent of land acquisition in years 1 - 14 occurring in years 6 - 9 |
| 8% | Percent of land acquisition in years 1 - 14 occurring in years 10 - 14 |

Remedial actions are assumed to occur in the **second** 5-year period after habitat is created/restored or preserve land is purchased, with the exception of remedial actions for habitat created/restored in years 20-30. The cost for these remedial actions is included in years 25-30 so that it can be captured in this cost estimate.

The remedial cost for preserve lands is assumed to be a percentage of the cost per acre for preserve management and maintenance in years 25-30, and is assumed to be needed once, in the **second** 5-year period after the preserve land is purchased. The costs for preserves areas acquired in years 20 - 30 is included in years 26-30 so that it can be captured in this cost estimate.

The cost for other remedial measures includes the costs for restoration or maintenance of preserve areas because of other changed circumstances, such as wildfire.

Contingency Fund for Maximum Urban Development Area**2022 Update****(2021 dollars)**

| | 0 | 1-5 | 6-9 | 10-14 | 15-19 | 20-24 | 25-30 | Total |
|--|-----|-----|-----|-------|--------------|--------------|--------------|---------------|
| Total cost of program excluding land acquisition/site improvements and habitat restoration/creation construction costs | \$0 | \$0 | \$0 | \$0 | \$27,909,402 | \$30,965,623 | \$43,025,775 | \$101,900,800 |
| Contingency | \$0 | \$0 | \$0 | \$0 | \$1,395,470 | \$1,548,281 | \$2,151,289 | \$5,095,040 |

Assumptions:

5.0% Percent of total program funding needed for contingency

Post-Permit Costs for Initial Urban Development Area**2022 Update****(2021 dollars)****Post-Permit Costs**

| Cost Category | Annual Costs | Assumptions |
|---|---------------------|--|
| Total Cost | | |
| Program Administration | \$497,000 | Reduced staffing and no legal and financial contractor costs |
| Land Acquisition | \$0 | Acquisition complete during permit term |
| Planning and Design | \$0 | Planning and design work complete during permit term |
| Habitat Restoration/Creation | \$0 | Restoration/creation projects constructed during permit term |
| Environmental Compliance | \$0 | Not required, post permit |
| Preserve Management and Maintenance | \$2,819,100 | Assume 100 percent of annual average costs in years 25 - 30 |
| Monitoring, Research, and Adaptive Management | \$343,300 | Assume 50 percent of annual average costs in years 25 - 30 |
| Remedial Measures | \$0 | Not required, post permit |
| Contingency | \$0 | Not required, post permit |
| Total | \$3,659,400 | |

| | |
|---|---------------|
| Total preserve system acres | 30,200 |
| Annual average cost per acre managed | \$121 |
| Percent of average annual cost years 25 - 30 | 16% |

APPENDIX E: ENDOWMENT MODEL UPDATE

Tables E.1 and **E.2** present the endowment model results for the initial and maximum UDA scenarios, respectively.

Table E.1: Endowment Fund - Initial Urban Development Area (2021 \$)

| Year | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <i>Permit Year</i> | <i>15</i> | <i>16</i> | <i>17</i> | <i>18</i> | <i>19</i> | <i>20</i> | <i>21</i> | <i>22</i> |
| Beginning Fund Balance | \$3,917,630 | \$6,990,803 | \$14,798,497 | \$18,214,633 | \$21,741,794 | \$25,383,587 | \$29,176,637 | \$33,125,859 |
| Development Revenue | | | | | | | | |
| Mitigation Fee ¹ | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 |
| CWF ² | \$0 | \$3,182,808 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Pinn Bros./Pulte | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 |
| Summer Lakes | \$0 | \$1,462,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Cypress Preserve | \$0 | \$0 | \$0 | \$0 | \$0 | \$32,898 | \$65,796 | \$98,694 |
| Subtotal | \$2,821,678 | \$7,466,986 | \$2,821,678 | \$2,821,678 | \$2,821,678 | \$2,854,576 | \$2,887,474 | \$2,920,372 |
| Leases ³ | \$124,172 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 |
| Investment Earnings ⁴ | \$127,323 | \$227,201 | \$480,951 | \$591,976 | \$706,608 | \$824,967 | \$948,241 | \$1,076,590 |
| Total Revenues | \$3,073,173 | \$7,807,694 | \$3,416,136 | \$3,527,161 | \$3,641,793 | \$3,793,050 | \$3,949,222 | \$4,110,469 |
| Ending Fund Balance | \$6,990,803 | \$14,798,497 | \$18,214,633 | \$21,741,794 | \$25,383,587 | \$29,176,637 | \$33,125,859 | \$37,236,328 |
| Year | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| <i>Permit Year</i> | <i>23</i> | <i>24</i> | <i>25</i> | <i>26</i> | <i>27</i> | <i>28</i> | <i>29</i> | <i>30</i> |
| Beginning Fund Balance | \$37,236,328 | \$41,513,286 | \$45,959,742 | \$50,583,607 | \$55,390,645 | \$60,383,685 | \$66,591,487 | \$72,014,350 |
| Development Revenue | | | | | | | | |
| Mitigation Fee ¹ | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 | \$2,802,400 |
| CWF ² | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Pinn Bros./Pulte | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 |
| Summer Lakes | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Cypress Preserve | \$131,592 | \$164,490 | \$197,388 | \$230,286 | \$263,184 | \$1,315,672 | \$328,980 | \$347,293 |
| Subtotal | \$2,953,270 | \$2,986,168 | \$3,019,066 | \$3,051,964 | \$3,084,862 | \$4,137,350 | \$3,150,658 | \$3,168,971 |
| Leases ³ | \$113,507 | \$111,107 | \$111,107 | \$111,107 | \$107,982 | \$107,982 | \$107,982 | \$58,461 |
| Investment Earnings ⁴ | \$1,210,181 | \$1,349,182 | \$1,493,692 | \$1,643,967 | \$1,800,196 | \$1,962,470 | \$2,164,223 | \$2,340,466 |
| Total Revenues | \$4,276,958 | \$4,446,457 | \$4,623,865 | \$4,807,038 | \$4,993,040 | \$6,207,802 | \$5,422,863 | \$5,567,899 |
| Ending Fund Balance | \$41,513,286 | \$45,959,742 | \$50,583,607 | \$55,390,645 | \$60,383,685 | \$66,591,487 | \$72,014,350 | \$77,582,249 |

Table E.1: Endowment Fund - Initial Urban Development Area (2021 \$) (continued)

| Year <i>Permit Year</i> | Total <i>Year 15 - 30</i> | Annual <i>Post-Permit</i> |
|-----------------------------------|-------------------------------------|-------------------------------------|
| Beginning Fund Balance | \$3,917,630 | \$77,582,249 |
| Development Revenue | | |
| Mitigation Fee ¹ | \$44,838,400 | \$0 |
| CWF ² | \$3,182,808 | \$0 |
| Pinn Bros./Pulte | \$308,448 | \$19,278 |
| Summer Lakes | \$1,462,500 | \$0 |
| Cypress Preserve | <u>\$3,176,273</u> | <u>\$347,293</u> |
| Subtotal | \$52,968,429 | \$366,571 |
| Leases ³ | \$1,747,957 | 270,605 |
| Investment Earnings ⁴ | <u>\$18,948,234</u> | <u>\$2,521,423</u> |
| Total Revenues | \$73,664,619 | \$3,158,600 |
| Post-Permit Costs | <u>NA</u> | <u>(\$3,158,600)</u> |
| Net Cash Flow | <u>\$73,664,619</u> | <u>(\$0)</u> |
| Ending Fund Balance | \$77,582,249 | \$77,582,249 |

¹ Mitigation fee calculated to result in close to \$0 annual net cash flow post-permit term.

² Proceeds from California Wildlife Foundation (CWF) primarily associated with mitigation payments made prior to Plan implementation (in 2021 \$).

³ Based on 2021 revenue from 13 leases. Eight communication tower leases are assumed to continue in perpetuity. Five wind power, residential, and agricultural leases are assumed to expire prior to the end of the permit term.

⁴ Investment earnings = Beginning Fund Balance x Annual Real Rate of Return on Investments (ROI). Real ROI equals 3.25% and is net of inflation and all administrative and investment management fees.

Sources: Regional Parks Foundation (2022 beginning fund balance); National Fish and Wildlife Foundation (rate of return on investment); Appendix C (Post-Permit Costs table); and Appendix F, Tables F.2, F.3, and F.4 (endowment contributions to date, development project revenue, and lease revenue).

Table E.2: Endowment Fund – Maximum Urban Development Area (2021 \$)

| Year | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <i>Permit Year</i> | <i>15</i> | <i>16</i> | <i>17</i> | <i>18</i> | <i>19</i> | <i>20</i> | <i>21</i> | <i>22</i> |
| Beginning Fund Balance | \$3,917,630 | \$7,740,310 | \$16,321,870 | \$20,537,023 | \$24,889,168 | \$29,382,758 | \$34,055,288 | \$38,912,573 |
| Development Revenue | | | | | | | | |
| Mitigation Fee ¹ | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 |
| CWF ² | \$0 | \$3,182,808 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Pinn Bros./Pulte | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 |
| Summer Lakes | \$0 | \$1,462,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Cypress Preserve | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$32,898</u> | <u>\$65,796</u> | <u>\$98,694</u> |
| Subtotal | \$3,571,185 | \$8,216,493 | \$3,571,185 | \$3,571,185 | \$3,571,185 | \$3,604,083 | \$3,636,981 | \$3,669,879 |
| Leases ³ | \$124,172 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 | \$113,507 |
| Investment Earnings ⁴ | <u>\$127,323</u> | <u>\$251,560</u> | <u>\$530,461</u> | <u>\$667,453</u> | <u>\$808,898</u> | <u>\$954,940</u> | <u>\$1,106,797</u> | <u>\$1,264,659</u> |
| Total Revenues | <u>\$3,822,680</u> | <u>\$8,581,560</u> | <u>\$4,215,153</u> | <u>\$4,352,145</u> | <u>\$4,493,590</u> | <u>\$4,672,530</u> | <u>\$4,857,285</u> | <u>\$5,048,045</u> |
| Ending Fund Balance | \$7,740,310 | \$16,321,870 | \$20,537,023 | \$24,889,168 | \$29,382,758 | \$34,055,288 | \$38,912,573 | \$43,960,617 |
| Year | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| <i>Permit Year</i> | <i>23</i> | <i>24</i> | <i>25</i> | <i>26</i> | <i>27</i> | <i>28</i> | <i>29</i> | <i>30</i> |
| Beginning Fund Balance | \$43,960,617 | \$49,205,621 | \$54,651,586 | \$60,307,443 | \$66,180,013 | \$72,273,214 | \$79,616,932 | \$86,212,630 |
| Development Revenue | | | | | | | | |
| Mitigation Fee ¹ | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 | \$3,551,907 |
| CWF ² | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Pinn Bros./Pulte | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 | \$19,278 |
| Summer Lakes | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Cypress Preserve | <u>\$131,592</u> | <u>\$164,490</u> | <u>\$197,388</u> | <u>\$230,286</u> | <u>\$263,184</u> | <u>\$1,315,672</u> | <u>\$328,980</u> | <u>\$347,293</u> |
| Subtotal | \$3,702,777 | \$3,735,675 | \$3,768,573 | \$3,801,471 | \$3,834,369 | \$4,886,857 | \$3,900,165 | \$3,918,478 |
| Leases ³ | \$113,507 | \$111,107 | \$111,107 | \$111,107 | \$107,982 | \$107,982 | \$107,982 | \$58,461 |
| Investment Earnings ⁴ | <u>\$1,428,720</u> | <u>\$1,599,183</u> | <u>\$1,776,177</u> | <u>\$1,959,992</u> | <u>\$2,150,850</u> | <u>\$2,348,879</u> | <u>\$2,587,550</u> | <u>\$2,801,910</u> |
| Total Revenues | <u>\$5,245,004</u> | <u>\$5,445,965</u> | <u>\$5,655,857</u> | <u>\$5,872,570</u> | <u>\$6,093,201</u> | <u>\$7,343,718</u> | <u>\$6,595,697</u> | <u>\$6,778,850</u> |
| Ending Fund Balance | \$49,205,621 | \$54,651,586 | \$60,307,443 | \$66,180,013 | \$72,273,214 | \$79,616,932 | \$86,212,630 | \$92,991,480 |

Table E.2: Endowment Fund – Maximum Urban Development Area (2021 \$) (continued)

| Year <i>Permit Year</i> | Total <i>Year 15 - 30</i> | Annual <i>Post-Permit</i> |
|-----------------------------------|-------------------------------------|-------------------------------------|
| Beginning Fund Balance | \$3,917,630 | \$92,991,480 |
| Development Revenue | | |
| Mitigation Fee ¹ | \$56,830,512 | \$0 |
| CWF ² | \$3,182,808 | \$0 |
| Pinn Bros./Pulte | \$308,448 | \$19,278 |
| Summer Lakes | \$1,462,500 | \$0 |
| Cypress Preserve | <u>\$3,176,273</u> | <u>\$347,293</u> |
| Subtotal | \$64,960,541 | \$366,571 |
| Leases ³ | \$1,747,957 | 270,605 |
| Investment Earnings ⁴ | <u>\$22,365,352</u> | <u>\$3,022,223</u> |
| Total Revenues | \$89,073,850 | \$3,659,400 |
| Post-Permit Costs | <u>NA</u> | <u>(\$3,659,400)</u> |
| Net Cash Flow | <u>\$89,073,850</u> | <u>(\$0)</u> |
| Ending Fund Balance | \$92,991,480 | \$92,991,479 |

¹ Mitigation fee calculated to result in close to \$0 annual net cash flow post-permit term.

² Proceeds from California Wildlife Foundation (CWF) primarily associated with mitigation payments made prior to Plan implementation (in 2021 \$).

³ Based on 2021 revenue from 13 leases. Eight communication tower leases are assumed to continue in perpetuity. Five wind power, residential, and agricultural leases are assumed to expire prior to the end of the permit term.

⁴ Investment earnings = Beginning Fund Balance x Annual Real Rate of Return on Investments (ROI). Real ROI equals 3.25% and is net of inflation and all administrative and investment management fees.

Sources: Regional Parks Foundation (2022 beginning fund balance); National Fish and Wildlife Foundation (rate of return on investment); Appendix D (Post-Permit Costs table); and Appendix F, Tables F.2, F.3, and F.4 (endowment contributions to date, development project revenue, and lease revenue).

APPENDIX F: REVENUE DATA

Appendix F provides detail on the revenue data used in the audit.

Table F.1 provides the index used to inflate actual costs and revenues from prior years to current (2021) dollars. The index is based on changes in the Conservancy's mitigation fee schedule, thus replicating the same index used to reflect inflation in Plan costs. The fees are adjusted annually based on published price indices and periodically based on prior.³⁷

Table F.2 shows endowment contributions through fiscal year 2022.

Table F.3 shows how development project revenue paid in lieu of the development fee is estimated for the remaining permit term. This revenue is entirely allocated to the endowment.

Table F.4 shows lease revenue from activities on preserve lands using 2021 as the base year. The table shows the allocation of estimated future revenue to the endowment, land acquisition and preserve management for the remainder of the permit term based on the 2020 lease revenue allocation agreement between the Conservancy and the Park District.

Table F.5 shows actual revenue to date by source in current dollars (the year received) and inflated to 2021 dollars.

³⁷ HCP/NCCP, Chapter 9, pp. 30-31 and Table 9-7.

Table F.1: Inflation Index (FY 2021 = 1.00)

| Plan Year | Fiscal Year Fee Adopted | Zone 1 Fee ¹ | Change | Inflation Index (2021 \$) ² | Fiscal Year for Application of Inflation Index ³ | Notes |
|-----------|-------------------------|-------------------------|---------|--|---|--------------------------------|
| -1 | 2006 | \$11,919.00 | NA | 0.6294 | 2005 | Plan completed |
| 0 | 2007 | \$12,456.88 | 4.5% | 0.6578 | 2006 | JPA formed & permits issued |
| 1 | 2008 | \$12,077.65 | (3.0%) | 0.6377 | 2007 | 1st full yr. of implementation |
| 2 | 2009 | \$10,731.11 | (11.1%) | 0.5666 | 2008 | |
| 3 | 2010 | \$10,558.09 | (1.6%) | 0.5575 | 2009 | |
| 4 | 2011 | \$10,662.15 | 1.0% | 0.5630 | 2010 | |
| 5 | 2012 | \$10,584.32 | (0.7%) | 0.5589 | 2011 | |
| 6 | 2013 | \$10,076.00 | (4.8%) | 0.5321 | 2012 | 2013 Audit |
| 7 | 2014 | \$11,146.99 | 10.6% | 0.5886 | 2013 | |
| 8 | 2015 | \$11,877.42 | 6.6% | 0.6272 | 2014 | |
| 9 | 2016 | \$12,788.47 | 7.7% | 0.6753 | 2015 | |
| 10 | 2017 | \$13,491.41 | 5.5% | 0.7124 | 2016 | 2017 Audit |
| 11 | 2018 | \$14,404.82 | 6.8% | 0.7606 | 2017 | |
| 12 | 2019 | \$15,342.88 | 6.5% | 0.8102 | 2018 | |
| 13 | 2020 | \$16,442.17 | 7.2% | 0.8682 | 2019 | |
| 14 | 2021 | \$16,890.46 | 2.7% | 0.8919 | 2020 | |
| 15 | 2022 | \$18,937.95 | 12.1% | 1.0000 | 2021 | 2022 Audit |
| 16 | 2023 | \$19,506.09 | 3.0% | 1.0300 | 2022 | Endowment model inflation rate |
| 17 | 2024 | \$20,091.27 | 3.0% | 1.0609 | 2023 | Endowment model inflation rate |

¹ Fees for all three zones increase by the same inflation index. Fee reflects both annual inflation adjustments and periodic adjustments based on prior audits. Fee reflects amount charged by Conservancy for participating special entities. Fees charged by other JPA members (cities and the County) varied from this schedule in certain years due to pending litigation at that time. That litigation has been settled and all JPA members now charge the same fee.

² Inflation index based on change in Zone 1 fee and is prescribed in Chapter 9 of the Plan using a combination of the Consumer Price Index (Bureau of Labor Statistics) and the Home Price Index (Federal Housing Finance Agency). 2023 fee and index estimated based on 3.0 percent inflation rate used in endowment model.

³ The development fee is increased based on inflation for the prior year, so the index applies to fiscal data for the year prior to the year the fee is adopted.

Source: ECCC Habitat Conservancy, [Annual Mitigation Fee Adjustment Summary \(PDF\)](#); Table 4.1.

Table F.2: Endowment Contributions (through FY 2022)

| Fiscal Year | Source | Notes | Amount (current \$) | Amount (2021 \$) |
|------------------------|---|--|----------------------------|-------------------------|
| Through FY 2021 | | | | |
| | Development Fee Funds | | | |
| 2020 | California Wildlife Foundation | Prior Pinn Bros. special tax inception to 2020; 1 st and 2 nd Summer Lakes payments (see Table F.2) | \$1,997,000.00 | \$2,239,040.25 |
| | Local Operating Funds | | | |
| 2020 | Endowment share of lease revenue | Plan inception through FY 2019-20 | \$1,103,556.00 | \$1,237,309.12 |
| 2021 | Endowment share of lease revenue | FY 2020-21 annual | <u>\$72,596.89</u> | <u>\$72,596.89</u> |
| | Subtotal | | <u>\$1,176,152.89</u> | <u>\$1,309,906.01</u> |
| | Total | | \$3,173,152.89 | \$3,548,946.26 |
| After FY 2021 | | | | |
| | Development Fee Funds | | | |
| 2023 | California Wildlife Foundation | Pinn Bros. special tax for 2021 and 2022; pre-Plan mitigation payments for other development projects; received by Conservancy 2022; assumed to be deposited into endowment in 2023. | \$3,376,641.53 | \$3,182,808.49 |
| | Local Operating Funds | | | |
| 2022 | Endowment share of lease revenue ¹ | FY 2021-22 total annual revenue | <u>\$125,929.30</u> | <u>\$122,261.46</u> |
| | Total | | \$3,502,570.83 | \$3,305,069.95 |

¹ Amount is slightly different than calculated amount in Table F.3. Amount in Table F.3 used for endowment model.
Sources: ECCC Habitat Conservancy.

Table F.3: Development Project Revenue

| Project (location) | Amount | Revenue Requirement | Notes |
|---|--|--|---|
| <i>Pinn Bros. / Pulte (Brentwood)</i> | | | |
| 2016 Revenue | \$14,196 | 0.2% fee on all property resales in perpetuity. | Project is built out; assume sales prices and therefore fee revenue increases with inflation. |
| 2017 Revenue | \$8,026 | | |
| 2018 Revenue | \$17,417 | | |
| 2019 Revenue | \$21,008 | | |
| 2020 Revenue | \$24,539 | | |
| 2021 Revenue | \$31,465 | | |
| 2022 Revenue | <u>\$18,297</u> | | |
| 7-Year Average | \$19,278 | | |
| <i>Summer Lake / Shea Homes (Oakley)</i> | | | |
| Total Obligation | \$2,437,500 | 5 payments of \$487,500 each paid at recording of each subdivision (\$500,000 each net of 2.5% CA Wildlife Foundation fee). | 1 st & 2 nd payments received in 2020 from CA Wildlife Foundation and deposited into endowment fund; 3 rd payment received in 2022; anticipate 4 th and 5 th payments in 2023. |
| Paid Through 2021 (2 payments) | <u>\$975,000</u> | | |
| Remaining Funding (3 payments) | \$1,462,500 | | |
| <i>Cypress Preserve (Oakley)</i> | | | |
| Total Dwelling Units | \$3,167 | Special tax adjusted annually for inflation, in perpetuity; must generate \$2.5 mil. (cumulative) by 2035 or pay difference. | Assume absorption of 300 units annually starting in 2027 and buildout by 2037; requires additional payment of \$1.0M in 2035 to meet \$2.5 mil. minimum revenue requirement. |
| Special Tax per Unit | <u>\$110</u> | | |
| Total Annual Revenue at Buildout | \$347,293 | | |
| Note: | Summer Lakes phases 2 and 5 of the East Cypress Corridor Specific Plan. Cypress Preserve is phases 1, 3, 4, and 6 of the same specific plan, though new units in phase 6 are not subject to the special tax. | | |
| Source: | ECCC Habitat Conservancy. | | |

Table F.4: Lease Revenue, 2022-2037 (2021 \$)

| Park | Property | Lessee | Lease Type | Expiration After All Renewals | Annual Revenue (2021) | Remaining Lease Years Post-2021 | |
|--------------------|-----------------------|-----------------------------|---------------|-------------------------------|-----------------------|---------------------------------|---------------|
| | | | | | | Permit Term | Post-Permit |
| Black Diamond | Affinito | Affinito | Residential | Terminated | | | |
| | Austin Thomas - South | PG&E | Communication | NA | \$76,300 | 16 | In perpetuity |
| Byron Vernal Pools | Pugh (Owens-Maness) | | | | | | |
| | Souza III | T-Mobile | Communication | NA | \$39,413 | 16 | In perpetuity |
| | Souza III | Sprint | Communication | Terminated | | | |
| | Souza III | Sprint Nextel | Communication | NA | \$27,345 | 16 | In perpetuity |
| | Martin | CCATT | Communication | NA | \$20,024 | 16 | In perpetuity |
| | Martin | Crown Castle | Communication | NA | \$23,531 | 16 | In perpetuity |
| | Martin | T-Mobile | Communication | NA | \$34,028 | 16 | In perpetuity |
| | Martin | American Tower | Communication | NA | \$34,364 | 16 | In perpetuity |
| | Gramma's Quarter | Buena Vista-Lease #4 | Wind | 2033 | \$12,500 | 12 | 0 |
| | Souza III | Buena Vista-Lease #8 | Wind | 2036 | \$198,083 | 15 | 0 |
| | Martin | Martin - 14031 Vasco Rd. | Residential | 2030 | \$6,000 | 9 | 0 |
| | Souza II | Martin - 6400 Armstrong Rd. | Residential | Demolished | | | |
| Deer Valley | Roddy Cell Easement | CC TM PA | Communication | NA | \$15,600 | 16 | In perpetuity |
| | Roddy Home Ranch | Jack + Donna Roddy | Residential | Terminated | | | |
| Delta Access | Nunn | RRS Farms | Agricultural | 2022 | \$71,100 | 1 | 0 |
| Morgan Territory | Galvin | Galvin | Residential | 2030 | \$6,000 | 9 | 0 |
| Vasco Caves | Souza III | Sprint Nextel | Communication | Assigned | | | |
| Vasco Hills | Vaquero Farms, Inc. | Martin - 15500 Vasco Rd. | Residential | Terminated | | | |
| All Parks | All Properties | Interest Earnings | NA | 2037 | \$7,986 | 16 | 0 |
| Total | | | | | \$572,274 | | |

Table F.4: Lease Revenue, 2022-2037 (2021 \$) (continued)

| Park | Property | Total Revenue | | Endowment Revenue | | Land Acquisition | | Preserve Management | |
|--------------------|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------------|---------------------|--------------------|
| | | Share ¹ | Permit Term | Share ¹ | Permit Term | Share ¹ | Permit Term ² | Share ¹ | Permit Term |
| Black Diamond | Affinito | | | | | | | | |
| | Austin Thomas - South | 100% | \$1,220,800 | 15% | \$183,120 | 0% | \$0 | 85% | \$1,037,680 |
| Byron Vernal Pools | Pugh (Owens-Maness) | | | | | | | | |
| | Souza III | 100% | \$630,614 | 25% | \$157,653 | 15% | \$94,592 | 60% | \$378,368 |
| | Souza III | | | | | | | | |
| | Souza III | 100% | \$437,520 | 25% | \$109,380 | 15% | \$65,628 | 60% | \$262,512 |
| | Martin | 100% | \$320,390 | 25% | \$80,097 | 15% | \$48,058 | 60% | \$192,234 |
| | Martin | 100% | \$376,489 | 25% | \$94,122 | 15% | \$56,473 | 60% | \$225,894 |
| | Martin | 100% | \$544,448 | 25% | \$136,112 | 15% | \$81,667 | 60% | \$326,669 |
| | Martin | 100% | \$549,824 | 25% | \$137,456 | 15% | \$82,474 | 60% | \$329,894 |
| | Gramma's Quarter | 100% | \$150,000 | 25% | \$37,500 | 15% | \$22,500 | 60% | \$90,000 |
| | Souza III | 100% | \$2,971,242 | 25% | \$742,811 | 15% | \$445,686 | 60% | \$1,782,745 |
| | Martin | 100% | \$54,000 | 25% | \$13,500 | 15% | \$8,100 | 60% | \$32,400 |
| | Souza II | | | | | | | | |
| Deer Valley | Roddy Cell Easement | 100% | \$249,600 | 15% | \$37,440 | 0% | \$0 | 85% | \$212,160 |
| | Roddy Home Ranch | | | | | | | | |
| Delta Access | Nunn | 100% | \$71,100 | 15% | \$10,665 | 0% | \$0 | 85% | \$60,435 |
| Morgan Territory | Galvin | 100% | \$54,000 | 15% | \$8,100 | 0% | \$0 | 85% | \$45,900 |
| Vasco Caves | Souza III | | | | | | | | |
| Vasco Hills | Vaquero Farms, Inc. | | | | | | | | |
| All Parks | All Properties | 100% | \$127,778 | 0% | \$0 | 0% | \$0 | 100% | \$127,778 |
| Total | | | \$7,757,805 | | \$1,747,957 | | \$905,179 | | \$5,104,669 |

Table F.4: Lease Revenue, 2022-2037 (2021 \$) (continued)

Notes: Table reflects *Lease Revenues Allocation Agreement* (Agreement) between the East Bay Regional Park District (EBRPD) and the East Contra Costa County Habitat Conservancy dated October 2020.

Amount for 2022-2037 shown in 2021 dollars and assume that annual revenue increases with inflation (most but not all leases include an inflation clause).

The Agreement and therefore this table excludes grazing revenue that is assumed to only cover grazing costs with no net contribution to Plan funding.

¹ Agreement does not address allocation of interest earnings on fund balances that are assumed to be allocated 100% to land management costs.

² Land acquisition allocation is subject to a \$2,000,000 maximum after which revenue is allocated to preserve management. An initial allocation to land acquisition of \$525,875 was made when the Agreement was adopted, so with the additional estimated funding shown in this table, this maximum will not be reached during the permit term. All preserve lands must be acquired by the end of the permit term, so land acquisition lease revenue post-permit is allocated to the endowment.

Sources: East Bay Regional Park District; *Lease Revenues Allocation Agreement* between the East Bay Regional Park District and the East Contra Costa County Habitat Conservancy, October 2020.

Table F.5: Revenue By Year (through FY 2021)

| Fiscal year | Inflation Index | Mitigation Fees | | | | Other Project Fees | | | State & Federal Grants |
|-----------------|-----------------|--------------------|------------------------|----------------|----------------------|--------------------------|--------------------------------------|-----------------------|------------------------|
| | | Permanent Impacts | | | Temporary Impact Fee | Adminis- trative Charges | Payments For Non- covered Activities | Other Mitigation Fees | |
| | | Develop- ment Fee¹ | Wetland Mitigation Fee | Rural Road Fee | | | | | |
| Current Dollars | | | | | | | | | |
| 2005 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,140,000 | \$0 | \$0 |
| 2006 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,245,000 | \$0 | \$0 |
| 2007 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$475,759 | \$0 | \$273,000 |
| 2008 | | \$0 | \$236 | \$0 | \$25,542 | \$4,150 | \$243,725 | \$0 | \$1,410,695 |
| 2009 | | \$880,435 | \$11,774 | \$30,978 | \$518,547 | \$10,000 | \$0 | \$49,131 | \$5,536,623 |
| 2010 | | \$0 | \$141,363 | \$282,672 | \$160,043 | \$40,000 | \$0 | \$90,037 | \$10,028,928 |
| 2011 | | \$220,239 | \$48,552 | \$5,235 | \$83,715 | \$68,410 | \$0 | \$318,492 | \$8,745,668 |
| 2012 | | \$235,043 | \$181,371 | \$730,055 | \$66,547 | \$59,444 | \$43,978 | \$347,138 | \$4,862,568 |
| 2013 | | \$1,703,067 | \$4,087 | \$122,792 | \$296,551 | \$62,452 | \$0 | \$146,502 | \$1,444,339 |
| 2014 | | \$514,563 | \$207,226 | \$70,351 | \$432,631 | \$35,448 | \$0 | \$38,298 | \$14,947,687 |
| 2015 | | \$975,432 | \$17,564 | \$18,529 | \$59,577 | \$25,816 | \$0 | \$141,709 | \$1,809,042 |
| 2016 | | \$794,365 | \$67,651 | \$35,818 | \$84,252 | \$8,658 | \$0 | \$20,160 | \$7,363,644 |
| 2017 | | \$1,510,425 | \$177,711 | \$128,303 | \$258,014 | \$16,657 | \$0 | \$69,933 | \$4,853,931 |
| 2018 | | \$1,826,485 | \$142,820 | \$0 | \$205,456 | \$210,363 | \$90,261 | \$123,432 | \$3,066,502 |
| 2019 | | \$1,420,049 | \$3,234 | \$4,833 | \$117,713 | \$73,383 | \$0 | \$34,769 | \$821,867 |
| 2020 | | \$2,573,363 | \$0 | \$0 | \$46,284 | \$67,573 | \$0 | \$2,172,653 | \$590,030 |
| 2021 | | \$1,985,014 | \$0 | \$4,743 | \$320,613 | \$14,223 | \$0 | \$102,389 | \$280,900 |
| Total | | \$14,638,479 | \$1,003,590 | \$1,434,310 | \$2,675,485 | \$696,577 | \$3,238,723 | \$3,654,643 | \$66,035,424 |

Table F.5: Revenue By Year (through FY 2021) (continued)

| Fiscal year | Inflation Index | Mitigation Fees | | | | Other Project Fees | | | State & Federal Grants |
|---|-----------------|--------------------------------|------------------------|----------------|----------------------|--------------------------|--------------------------------------|-----------------------|------------------------|
| | | Permanent Impacts | | | Temporary Impact Fee | Adminis- trative Charges | Payments For Non- covered Activities | Other Mitigation Fees | |
| | | Develop- ment Fee ¹ | Wetland Mitigation Fee | Rural Road Fee | | | | | |
| Constant 2021 Dollars | | | | | | | | | |
| 2005 | 0.6294 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,811,249 | \$0 | \$0 |
| 2006 | 0.6578 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,892,673 | \$0 | \$0 |
| 2007 | 0.6377 | \$0 | \$0 | \$0 | \$0 | \$0 | \$746,055 | \$0 | \$428,101 |
| 2008 | 0.5666 | \$0 | \$417 | \$0 | \$45,079 | \$7,324 | \$430,154 | \$0 | \$2,489,754 |
| 2009 | 0.5575 | \$1,579,256 | \$21,119 | \$55,565 | \$930,130 | \$17,937 | \$0 | \$88,128 | \$9,931,163 |
| 2010 | 0.5630 | \$0 | \$251,090 | \$502,082 | \$284,269 | \$71,048 | \$0 | \$159,923 | \$17,813,371 |
| 2011 | 0.5589 | \$394,058 | \$86,871 | \$9,367 | \$149,786 | \$122,401 | \$0 | \$569,855 | \$15,648,002 |
| 2012 | 0.5321 | \$441,726 | \$340,859 | \$1,372,026 | \$125,064 | \$111,715 | \$82,649 | \$652,392 | \$9,138,447 |
| 2013 | 0.5886 | \$2,893,420 | \$6,944 | \$208,618 | \$503,825 | \$106,103 | \$0 | \$248,900 | \$2,453,854 |
| 2014 | 0.6272 | \$820,412 | \$330,398 | \$112,167 | \$689,781 | \$56,519 | \$0 | \$61,062 | \$23,832,410 |
| 2015 | 0.6753 | \$1,444,442 | \$26,010 | \$27,438 | \$88,223 | \$38,229 | \$0 | \$209,846 | \$2,678,871 |
| 2016 | 0.7124 | \$1,115,055 | \$94,962 | \$50,278 | \$118,265 | \$12,154 | \$0 | \$28,298 | \$10,336,390 |
| 2017 | 0.7606 | \$1,985,834 | \$233,646 | \$168,687 | \$339,224 | \$21,900 | \$0 | \$91,945 | \$6,381,713 |
| 2018 | 0.8102 | \$2,254,363 | \$176,277 | \$0 | \$253,586 | \$259,643 | \$111,406 | \$152,348 | \$3,784,870 |
| 2019 | 0.8682 | \$1,635,624 | \$3,725 | \$5,567 | \$135,583 | \$84,523 | \$0 | \$40,047 | \$946,634 |
| 2020 | 0.8919 | \$2,885,259 | \$0 | \$0 | \$51,893 | \$75,763 | \$0 | \$2,435,982 | \$661,543 |
| 2021 | 1.0000 | \$1,985,014 | \$0 | \$4,743 | \$320,613 | \$14,223 | \$0 | \$102,389 | \$280,900 |
| Total | | \$17,449,450 | \$1,572,317 | \$2,511,795 | \$3,714,708 | \$985,259 | \$5,074,185 | \$4,738,727 | \$106,525,123 |
| Five-Year Avg. (2017-2021) ² | | \$2,149,219 | \$82,730 | \$35,799 | \$220,180 | \$91,210 | \$22,281 | \$116,734 | \$2,411,132 |
| 10-Year Avg. (2017-2021) ² | | \$1,746,115 | \$121,282 | \$194,952 | \$262,606 | \$78,077 | \$19,406 | \$178,417 | \$6,049,563 |

Table F.5: Revenue By Year (through FY 2021) (continued)

| Fiscal year | Infla- tion Index | Other Local Funds | | | | | Other Revenue | | Total |
|-----------------|-------------------------|-----------------------------------|------------------|-------------------------------|--|------------------|----------------------|--------------------|---------------|
| | | Local Funds (Non- EBRPD) | Local - EBRPD | | | | Interest Earnings | Miscel- laneous | |
| | | | Land Purchase | Due Diligence & Closing | Preserve Mgt. (excl. lease rev.) | Lease Revenue | | | |
| Current Dollars | | | | | | | | | |
| 2005 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$21,537 | \$129 | \$1,161,665 |
| 2006 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$30,610 | \$0 | \$1,275,610 |
| 2007 | | \$1,500,000 | \$632,002 | \$131,444 | \$0 | \$0 | \$87,054 | \$11,503 | \$3,110,762 |
| 2008 | | \$0 | \$0 | \$21,608 | \$0 | \$0 | \$36,492 | \$1,521 | \$1,743,969 |
| 2009 | | \$880,000 | \$1,077,249 | \$65,622 | \$0 | \$0 | \$1,070 | \$0 | \$9,061,430 |
| 2010 | | \$2,417,300 | \$4,603,901 | \$183,146 | \$0 | \$11,437 | \$0 | \$0 | \$17,958,828 |
| 2011 | | \$0 | \$2,266,900 | \$92,500 | \$0 | \$386,357 | \$4,832 | \$248 | \$12,241,149 |
| 2012 | | \$1,302,500 | \$649,890 | \$127,393 | \$0 | \$502,132 | \$615 | \$0 | \$9,108,673 |
| 2013 | | \$0 | \$18,500 | \$107,555 | \$125,097 | \$521,364 | \$2,937 | \$0 | \$4,555,244 |
| 2014 | | \$1,000,000 | \$4,098,850 | \$105,736 | \$115,536 | \$486,649 | \$6,441 | \$0 | \$22,059,416 |
| 2015 | | \$0 | \$224,250 | \$51,344 | \$65,769 | \$469,448 | \$12,912 | \$0 | \$3,871,391 |
| 2016 | | \$0 | \$937,275 | \$80,263 | \$80,876 | \$582,419 | \$19,905 | \$243 | \$10,075,529 |
| 2017 | | \$28,000 | \$829,600 | (\$20,195) | \$94,421 | \$555,064 | \$24,377 | \$5,195 | \$8,531,436 |
| 2018 | | \$0 | \$368,000 | (\$82,515) | \$75,731 | \$612,357 | \$48,760 | \$1,012 | \$6,688,664 |
| 2019 | | \$15,000 | \$467,750 | \$50,147 | \$80,145 | \$610,781 | \$51,129 | \$693 | \$3,751,491 |
| 2020 | | \$0 | \$105,000 | \$2,074 | \$84,283 | \$599,733 | \$30,379 | \$693 | \$6,272,064 |
| 2021 | | \$50,003 | \$939,500 | (\$88,165) | \$90,784 | \$572,274 | \$16,768 | \$285 | \$4,289,332 |
| Total | | \$7,192,803 | \$17,218,667 | \$827,957 | \$812,642 | \$5,910,015 | \$395,818 | \$21,521 | \$125,756,654 |

Table F.5: Revenue By Year (through FY 2021) (continued)

| Fiscal year | Infla- tion Index | Other Local Funds | | | | | Other Revenue | | Total |
|--|-------------------------|-----------------------------------|------------------|-------------------------------|--|------------------|----------------------|--------------------|---------------|
| | | Local Funds (Non- EBRPD) | Local - EBRPD | | | | Interest Earnings | Miscel- laneous | |
| | | | Land Purchase | Due Diligence & Closing | Preserve Mgt. (excl. lease rev.) | Lease Revenue | | | |
| Current Dollars | | | | | | | | | |
| 2005 | 0.6294 | \$0 | \$0 | \$0 | \$0 | \$0 | \$34,218 | \$204 | \$1,845,671 |
| 2006 | 0.6578 | \$0 | \$0 | \$0 | \$0 | \$0 | \$46,534 | \$0 | \$1,939,207 |
| 2007 | 0.6377 | \$2,352,203 | \$991,065 | \$206,122 | \$0 | \$0 | \$136,512 | \$18,038 | \$4,878,097 |
| 2008 | 0.5666 | \$0 | \$0 | \$38,136 | \$0 | \$0 | \$64,406 | \$2,685 | \$3,077,955 |
| 2009 | 0.5575 | \$1,578,475 | \$1,932,285 | \$117,708 | \$0 | \$0 | \$1,919 | \$0 | \$16,253,687 |
| 2010 | 0.5630 | \$4,293,606 | \$8,177,444 | \$325,304 | \$0 | \$20,314 | \$0 | \$0 | \$31,898,450 |
| 2011 | 0.5589 | \$0 | \$4,056,003 | \$165,504 | \$0 | \$691,281 | \$8,645 | \$445 | \$21,902,216 |
| 2012 | 0.5321 | \$2,447,848 | \$1,221,368 | \$239,416 | \$0 | \$943,680 | \$1,156 | \$0 | \$17,118,348 |
| 2013 | 0.5886 | \$0 | \$31,431 | \$182,730 | \$212,532 | \$885,770 | \$4,990 | \$0 | \$7,739,116 |
| 2014 | 0.6272 | \$1,594,388 | \$6,535,156 | \$168,584 | \$184,210 | \$775,907 | \$10,269 | \$0 | \$35,171,263 |
| 2015 | 0.6753 | \$0 | \$332,075 | \$76,031 | \$97,392 | \$695,169 | \$19,120 | \$0 | \$5,732,847 |
| 2016 | 0.7124 | \$0 | \$1,315,658 | \$112,666 | \$113,526 | \$817,545 | \$27,941 | \$341 | \$14,143,079 |
| 2017 | 0.7606 | \$36,813 | \$1,090,718 | (\$26,551) | \$124,140 | \$729,771 | \$32,050 | \$6,830 | \$11,216,719 |
| 2018 | 0.8102 | \$0 | \$454,209 | (\$101,845) | \$93,472 | \$755,810 | \$60,182 | \$1,250 | \$8,255,571 |
| 2019 | 0.8682 | \$17,277 | \$538,758 | \$57,760 | \$92,311 | \$703,502 | \$58,891 | \$798 | \$4,320,999 |
| 2020 | 0.8919 | \$0 | \$117,726 | \$2,325 | \$94,498 | \$672,422 | \$34,061 | \$776 | \$7,032,250 |
| 2021 | 1.0000 | \$50,003 | \$939,500 | (\$88,165) | \$90,784 | \$572,274 | \$16,768 | \$285 | \$4,289,332 |
| Total | | \$12,320,610 | \$26,793,896 | \$1,563,889 | \$1,012,082 | \$7,691,172 | \$540,895 | \$31,366 | \$192,525,474 |
| Five-Year Avg. (2017-2021) ² | | \$20,819 | \$628,182 | (\$31,295) | \$99,041 | \$686,756 | \$40,390 | \$1,988 | \$6,575,166 |
| 10-Year Avg. (2017-2021) ² | | \$414,633 | \$1,257,660 | \$62,295 | \$110,287 | \$755,185 | \$26,543 | \$1,028 | \$11,278,048 |

¹ Development fees include fees applied to rural covered activities (outside urban development area) except rural road fees.

² For "Other Mitigation Fees" average excludes extraordinary endowment contribution from California Wildlife Foundation in 2020 (see Table F.2).

Sources: ECCC Habitat Conservancy.



AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: July 18, 2023

SUBJECT: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.

RECOMMENDATION

Adopt a Resolution (Attachment A) approving the following:

1. Authorizing the City Manager to sign the agreement with **Allied Waste Systems, Inc.** for a term expiring December 31, 2033; and
2. Approving the rates included within the agreement as outlined in the agreement (Exhibit 1 to the Franchise Agreement).

EXECUTIVE SUMMARY

Republic Services, Inc. (Republic) and its prior entities (Allied Services and Pleasant Hill Bayshore Disposal) have been providing garbage, recycling, and organics collection services for decades in Clayton. The current Franchise Agreement was extended on August 17, 2011, and was again extended on September 20, 2022 via Amendment 3. Amendment 3 allowed for up to two six-month extensions, extending the Agreement term through December 31, 2023.

Republic has already implemented extensive adjustments to their collection services to facilitate state law compliance, including automatic roll-out of organics service to customers who generate sufficient quantities of solid waste to be required to subscribe under State law, as well as extensive additional recordkeeping and reporting. The company did not request a rate increase when these services were implemented, but as a part of extending the agreement requested a rate increase to cover both additional services as well as inflationary impacts.

As the City wished to continue services with Republic, the City worked with its consultant, R3 Consulting, to develop a new, modern franchise agreement which reflects current best practices, and will also help to facilitate state law compliance.

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.

Date: July 18, 2023

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The proposed Franchise Agreement has a ten-year term length, which is industry standard, and includes a rate increase which is associated with the additional cost of implementing programs that are required by State law. Even with the proposed increase, the rates in Clayton are generally favorable in comparison to neighboring jurisdictions.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the proposed amended and restated agreement with Republic Services and approve a revised rate schedule (Exhibit 1 to the Franchise Agreement).

BACKGROUND

Methane is a potent greenhouse gas (GHG) that results from the anaerobic decomposition of organic material, and emissions from landfills are a significant source of methane to the atmosphere. Senate Bill 1383 (SB 1383) requires municipalities to reduce the volume of organic material (for example, yard clippings, vegetative matter, food scraps, and food soiled paper) being disposed of in landfills and thereby reduce GHG emissions. Significant changes to current waste management practices must be implemented to accomplish this.

In September 2016, Governor Brown signed Senate Bill 1383 (SB 1383) into law, which directs the Department of Resources Recycling & Recovery (CalRecycle) to adopt regulations and requirements to achieve statewide goals of reducing organic waste disposal by 75% and to recover at least 20% of surplus food currently being disposed by 2025.

CalRecycle has established numerous organic waste disposal program requirements impacting municipal jurisdictions, solid waste generators, processors, and organic waste haulers. While the City and Republic Services have made significant progress towards achieving SB 1383 goals and CalRecycle requirements, adjustments to the existing Agreement are necessary for full compliance.

SB 1383 is California's most significant waste reduction mandate in the last 30 years. The City must expand commercial and residential organics waste collection programs, develop edible food recovery programs, and instill procurement mechanisms for SB 1383 qualifying recycled content products. The City will also be expected to enforce, track, and report on organic waste diversion goals. The City is currently under a Corrective Action Plan which provides additional time for implementation of the law, but the State agency is monitoring the City's implementation closely.

In July 2022, the City hired R3 Consulting Group, Inc. (R3) to assist staff with developing a new franchise agreement. On September 20, 2022, staff made a presentation to the City Council and recommended pursuing an extension of the Agreement with Republic Services and replacing the existing Franchise Agreement with an improved and modern franchise agreement.

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.

Date: July 18, 2023

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DISCUSSION

On August 29, 2022, the City Council Garbage and Recycling Ad Hoc Subcommittee consisting of Councilmember Diaz and Vice Mayor Tillman met to discuss the upcoming expiration of the City's franchise agreement with Republic and recommended next steps. This meeting resulted in a recommendation by staff to Council to adopt Amendment 3 to the Franchise Agreement, which ensured that the City had sufficient time to evaluate Republic's rate request and develop a new Franchise Agreement.

On May 19, 2023 the Ad Hoc Subcommittee consisting of Mayor Wan and Councilmember Trupiano met again and received a presentation outlining the proposed revisions to the Franchise Agreement and the associated impacts on the maximum rates charged for collection services in Clayton. The Subcommittee recommended bringing the proposed Franchise Agreement and rates to the City Council for consideration and approval.

Many businesses in Clayton do not currently have separate bins for the collection of organic material (i.e., food scraps, food soiled paper, and yard waste). SB 1383 requires all residents and businesses to have bins for the separate collection and disposal of organic material unless they receive a waiver. Residents and businesses currently receive this service at a cost that does not cover the actual costs incurred by Republic for providing SB 1383 compliant organics service, which requires that organic materials be directed to composting rather than the historical use as Daily Cover at the Keller Canyon Landfill.

In addition to providing for the separate collection and processing of organic material, Republic Services will be required to promote and enforce proper sorting of organic material. These efforts will include inspecting bins for contamination (e.g., trash in an organics container), notifying customers of contamination issues, and promoting proper sorting to Clayton residents and businesses through public outreach and technical assistance. Republic Services will also be required to provide detailed tracking and reporting on these activities.

In reviewing Republic's request for a 10-year extension, staff evaluated the following:

1. The City's level of satisfaction with Republic Service's current provision of services.
2. The current market environment for solid waste collection and hauling operations.
3. The current regulatory environment and upcoming regulations.
4. Customer rates including a comparison to other local cities.
5. Term of agreement.

1) Level of Satisfaction.

City staff's experience with Republic Services has been positive. Republic Services staff have been very responsive when customer complaints have arisen, and Republic Services has been working closely and effectively with staff to meet SB 1383 requirements including increasing the level of organics service participation at commercial properties.

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.

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While some service disruptions occurred at the onset of the COVID-19 pandemic, these service issues were quickly resolved and were common in the industry, as solid waste collection is an essential service.

2) Market Analysis

Given the anticipated impact of SB 1383 requirements, uncertainty in recycling markets due to changes in international trade policy for recyclables (the China National Sword), and limited capacity for processing organic materials, the solid waste hauling market's appetite for competitive bidding on new contracts is mixed, and going out to competitive bid may result in rate increases as the neighboring City of San Ramon experienced in recent years.

Republic Services currently collects garbage, recyclables, organics in most of the neighboring jurisdictions in Contra Costa County, including nearby RecycleSmart. Republic Services also has the advantage, as the incumbent hauler, of unique knowledge about the service needs and geography of the City. For these reasons, staff believes it is in the City's best interests to enter into the new 10-year agreement with of Republic, with the stated negotiated terms.

3) Regulatory Analysis

The State continues to set ambitious recycling goals via new legislation which primarily places responsibility for implementing new recycling programs on local jurisdictions.

The significant State laws that apply to the City include:

- AB 939, which set a statewide diversion goal of 50% from 1990 levels by 2000.
- AB 341, which set a goal of 75% diversion statewide by the year 2020 and requires businesses that generate more than four cubic yards of commercial solid waste per week and multifamily residential dwellings of five units or more to arrange for recycling services, on and after July 1, 2012.
- AB 1826, which set a goal of reducing organic waste by 50% by 2020, and required local jurisdictions to arrange a commercial organics collection program that includes food scraps on and after July 1, 2016.
- SB 1383, which sets a statewide goal to reduce organic waste by 50% from the 2014 level by 2020 and 75% from the 2014 level by 2025 and introduces numerous other requirements, including residential food waste collection. SB 1383 also establishes a target of recovering 20% of currently disposed edible food for human consumption by 2025.

Republic Services has already demonstrated significant value to the City by assisting in AB 939 and AB 1826 compliance under the City's current contract. Under the terms of the new agreement, Republic Services will assist the City in achieving compliance with State regulations under SB 1383, which requires significant changes to collection operations to facilitate universal participation in organics diversion from the landfill. The proposed

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.
Date: July 18, 2023
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Agreement places most of the requirements for SB 1383 implementation on Republic Services.

4) Rate Analysis

R3 conducted a comparison analysis around Republic Services proposed rates, rate structure and solid waste services to those of neighboring or other similar jurisdictions in the Bay Area. A graph illustrating the rate comparison is provided in Figure 1, below.

Figure 1: 2023 Contra Costa County Residential Rates

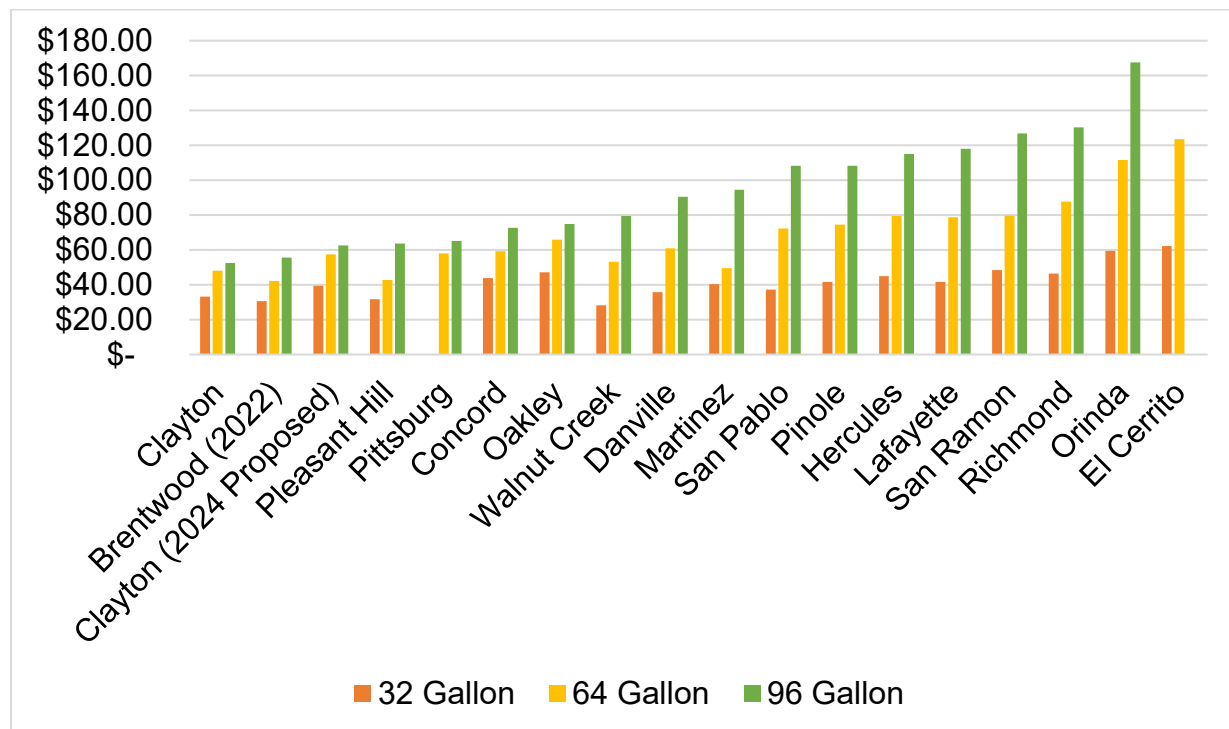


Table 1, below, shows the rate increase that would be effective January 1, 2024 for residential customers (increase in actual dollars).

Table 1: Dollar Amount of Monthly Rate Increase for Residential Customers

| Container Size | Current Rate | 2024 Rate | \$ Increase |
|----------------|--------------|-----------|-------------|
| 20 gallon | \$31.32 | \$37.34 | \$6.02 |
| 32 gallon | \$33.14 | \$39.52 | \$6.38 |
| 64 gallon | \$48.11 | \$57.47 | \$9.36 |
| 96 gallon | \$52.41 | \$62.62 | \$10.21 |

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.
Date: July 18, 2023
Page 6 of 7

The proposed agreement changes the index for annual rate adjustments from the All Urban Consumer Index (CPI-U) to the Water, Sewer, Trash (WST) index. This index aligns more closely with actual costs for waste management. Over the last five years the CPI-U has increased more rapidly than the WST (See Table 2). The proposed agreement includes a cap of 5% on annual rate increases.

Table 2: Comparison of Water Sewer Trash (WST) vs All Consumers (CPI-U)

| | WST | CPI-U |
|-------------|-------|-------|
| 2019 | 3.62% | 4.51% |
| 2020 | 3.09% | 2.97% |
| 2021 | 3.27% | 3.68% |
| 2022 | 3.66% | 4.65% |
| 2023 | 4.66% | 5.66% |
| Average | 3.66% | 4.29% |

5) Term Analysis

A 10-year extension term would align with the industry standard, and the City would benefit from adjusting agreement terms to meet upcoming regulatory requirements. The additional provisions negotiated in the Agreement would facilitate SB 1383 compliance. These revisions include the provision of route reviews for contamination monitoring, container color and labeling adjustments, assistance in meeting compost procurement requirements, increased outreach and education to all organic waste generators, and increased reporting requirements. While other term lengths are possible, the most common length for solid waste collection contracts is 10 years which also aligns with the useful life of capital (trucks and equipment). Given the adjustments to meet SB 1383 that are described above, a longer-term length allows some of the up-front immediate costs of compliance to be recovered in later years, providing rate increase “smoothing” that is not possible with shorter term lengths.

Staff recommends the City execute a new Franchise Agreement with Republic Services for a 10-year term in a form approved by the City Attorney and in substantially the same form as Attachment B to this staff report. The negotiated agreement modifications will result in improved service levels and ensure full compliance with existing and new state mandates.

FISCAL IMPACT

The City collects a franchise fee based upon Republic’s collected revenue; that franchise fee payment is anticipated to increase by an amount equivalent to the approved rate increase.

Subject: Adopt a resolution approving a Franchise Agreement with Allied Waste Systems, Inc. (Republic Services) for garbage, recyclable materials and organic waste collection services and revising the maximum limit for rates for such services starting on January 1, 2024.

Date: July 18, 2023

Page 7 of 7

ATTACHMENTS

- A. Resolution-
- B. Agreement for the provision of Garbage, Recyclable Materials and Organic Waste collection services.

RESOLUTION NO. XX-2023

A RESOLUTION APPROVING AN AGREEMENT WITH ALLIED WASTE SYSTEMS, INC. AND APPROVING THE NEW SOLID WASTE COLLECTION RATES EFFECTIVE JANUARY 1, 2024

THE CITY COUNCIL City of Clayton, California

WHEREAS, the current term of the agreement with Allied Waste Systems, Inc. (dba Republic Services) ends December 31, 2023; and

WHEREAS, Republic Services has enhanced their organics program to ensure City compliance with SB 1383 which mandates these enhanced services; and

WHEREAS, Republic Services requested a 10-year extension and amendment to the franchise agreement;

WHEREAS, Republic Services' performance of its responsibilities under the current franchise agreement has been satisfactory and staff believes it is in the City's best interests to execute a 10-year extension to Republic's agreement for the term of January 1, 2024 to December 31, 2033, with the stated negotiated terms; and

WHEREAS, due to changes in operating conditions due to changes in State legislation there is a cost increase beyond the standard escalation rates; and

WHEREAS, the increase to consumers will be as outlined in the agreement (Attachment B), but on average the increase effective January 2024 shall be 19.89%. which equates to approximately \$6.00 - \$10.00 on the standard residential monthly rate; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clayton, California that the City Council approves and authorizes the City Manager to execute a new franchise agreement, in a form approved by the City Attorney and in substantially the same form as the attached draft, with Allied Waste Systems, Inc. for a 10-year agreement term for garbage, recyclable materials and organic waste collection services, and revises the maximum limit for rates for such services starting on January 1, 2024.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 18th day of July 2023:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Janet Calderon, City Clerk

| | C | D | E | F | G | H | I | J |
|----|--|------------------|----------------------------|------------------------------|-----------------------|--------------------------|-----------------------------|---|
| 1 | CONTRACT GROUP 9210304 - CLAYTON | | | | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | RATES Effective - January 1, 2024 | | | | | | 2024 PI= | 19.89% |
| 6 | TYPE | INFO CODE | STOP/RATE /DISTRICT | DESCRIPTION | SENIOR or BASE | 2024 MONTHLY RATE | 2024 BI-MONTHLY RATE | BI-MONTHLY RATE (Includes one MSW, Recycle, and Yard Waste Container, and one Road Fee and Street Sweeping charge) |
| 7 | TRASH | F50 | G/R/04 | 20g MSW | BASE | \$ 18.52 | \$ 37.04 | \$ 74.68 |
| 8 | TRASH | F51 | G/R/04 | 32g MSW | BASE | \$ 20.69 | \$ 41.38 | \$ 79.03 |
| 9 | TRASH | F53 | G/R/04 | 64g MSW | BASE | \$ 38.62 | \$ 77.24 | \$ 114.94 |
| 10 | TRASH | F54 | G/R/04 | 96g MSW | BASE | \$ 43.76 | \$ 87.52 | \$ 125.23 |
| 11 | | | | | | | | |
| 12 | TRASH | F55 | G/R/04 | 64g MSW (2) | BASE | \$ 77.24 | \$ 154.48 | \$ 192.27 |
| 13 | TRASH | F57 | G/R/04 | 96g MSW (2) | BASE | \$ 87.52 | \$ 175.04 | \$ 212.86 |
| 14 | TRASH | F58 | G/R/04 | 96g MSW (3) | BASE | \$ 131.28 | \$ 262.56 | \$ 300.48 |
| 15 | | | | | | | | |
| 16 | TRASH | C20 | G/R/04 | 20g Road Fee | ROAD FEE | \$ 0.02 | \$ 0.04 | |
| 17 | TRASH | C32 | G/R/04 | 32g Road Fee | ROAD FEE | \$ 0.03 | \$ 0.05 | |
| 18 | TRASH | C64 | G/R/04 | 64g Road Fee | ROAD FEE | \$ 0.05 | \$ 0.10 | |
| 19 | TRASH | C96 | G/R/04 | 96g Road Fee | ROAD FEE | \$ 0.05 | \$ 0.11 | |
| 20 | | | | | | | | |
| 21 | TRASH | C65 | G/R/04 | 64g Road Fee (2) | ROAD FEE | \$ 0.10 | \$ 0.19 | |
| 22 | TRASH | C97 | G/R/04 | 96g Road Fee (2) | ROAD FEE | \$ 0.11 | \$ 0.22 | |
| 23 | TRASH | C98 | G/R/04 | 96g Road Fee (3) | ROAD FEE | \$ 0.16 | \$ 0.32 | |
| 24 | | | | | | | | |
| 25 | RECYCLE | G03 | R/R/04 | 64g RECYCLING | BASE | \$ 7.49 | \$ 14.98 | |
| 26 | RECYCLE | RC1 | R/R/04 | 1 Additional Recycling Cart | BASE | \$ - | \$ - | |
| 27 | RECYCLE | RC2 | R/R/04 | 2 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 28 | RECYCLE | RC3 | R/R/04 | 3 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 29 | RECYCLE | RC4 | R/R/04 | 4 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 30 | | | | | | | | |
| 31 | YARDWASTE | L01 | Y/R/04 | 64g YARDWASTE | BASE | \$ 10.31 | \$ 20.62 | |
| 32 | YARDWASTE | YA1 | Y/R/04 | 1 Additional Yardwaste Cart | BASE | \$ - | \$ - | |
| 33 | YARDWASTE | YA2 | Y/R/04 | 2 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 34 | YARDWASTE | YA3 | Y/R/04 | 3 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 35 | YARDWASTE | YA4 | Y/R/04 | 4 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 36 | | | | | | | | |
| 37 | STREET SWEEPING | V75 | G/R/04 | STREET SWEEPING | BASE | \$ 1.00 | \$ 2.00 | |

| | B | C | D | E | F |
|----|--|---------------|--------------|----------|-----------|
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 5 | 1yd | 1 x per wk | \$ 224.75 | \$ 0.24 | \$ 91.98 |
| 6 | 1yd | 2 x per wk | \$ 453.59 | \$ 0.48 | \$ - |
| 7 | 1yd | 3 x per wk | \$ 680.29 | \$ 0.73 | \$ - |
| 8 | 1yd | 4 x per wk | \$ 907.23 | \$ 0.97 | \$ - |
| 9 | 1yd | 5 x per wk | \$ 1,133.92 | \$ 1.21 | \$ - |
| 10 | Extra | | \$ 67.53 | \$ 0.07 | \$ 83.49 |
| 11 | | | \$ - | 0 | \$ - |
| 12 | 2yd | 1 x per wk | \$ 349.18 | \$ 0.37 | \$ 183.96 |
| 13 | 2yd | 2 x per wk | \$ 698.24 | \$ 0.75 | \$ - |
| 14 | 2yd | 3 x per wk | \$ 1,047.37 | \$ 1.12 | \$ - |
| 15 | 2yd | 4 x per wk | \$ 1,396.54 | \$ 1.50 | \$ - |
| 16 | 2yd | 5 x per wk | \$ 1,745.61 | \$ 1.87 | \$ - |
| 17 | Extra | | \$ 90.17 | \$ 0.10 | \$ 66.73 |
| 18 | | | \$ - | 0 | \$ - |
| 19 | 3yd | 1 x per wk | \$ 471.59 | \$ 0.51 | \$ 220.74 |
| 20 | 3yd | 2 x per wk | \$ 943.14 | \$ 1.01 | \$ - |
| 21 | 3yd | 3 x per wk | \$ 1,414.67 | \$ 1.51 | \$ - |
| 22 | 3yd | 4 x per wk | \$ 1,886.23 | \$ 2.02 | \$ - |
| 23 | 3yd | 5 x per wk | \$ 2,357.78 | \$ 2.52 | \$ - |
| 24 | Extra | | \$ 112.55 | \$ 0.12 | \$ - |
| 25 | | | \$ - | 0 | \$ - |
| 26 | 4yd | 1 x per wk | \$ - | \$ - | \$ 231.76 |
| 27 | 4yd | 2 x per wk | \$ - | \$ - | \$ - |
| 28 | 4yd | 3 x per wk | \$ - | \$ - | \$ - |
| 29 | 4yd | 4 x per wk | \$ - | \$ - | \$ - |
| 30 | 4yd | 5 x per wk | \$ - | \$ - | \$ - |
| 31 | Extra | | \$ 146.35 | \$ 0.16 | \$ - |
| 32 | | | \$ - | 0 | \$ - |
| 33 | 5yd | 1 x per wk | \$ - | \$ - | \$ - |
| 34 | 5yd | 2 x per wk | \$ - | \$ - | \$ - |
| 35 | 5yd | 3 x per wk | \$ - | \$ - | \$ - |

| | | | | | |
|----|--|---------------|--------------|----------|-----------|
| | B | C | D | E | F |
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 36 | 5yd | 4 x per wk | \$ - | \$ - | \$ - |
| 37 | 5yd | 5 x per wk | \$ - | \$ - | \$ - |
| 38 | Extra | | \$ 168.87 | \$ 0.18 | \$ - |

| | B | C | D | E | F |
|----|--|---------------|--------------|----------|-----------|
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 40 | 6yd | 1 x per wk | \$ - | \$ - | \$ - |
| 41 | 6yd | 2 x per wk | \$ - | \$ - | \$ - |
| 42 | 6yd | 3 x per wk | \$ - | \$ - | \$ - |
| 43 | 6yd | 4 x per wk | \$ - | \$ - | \$ - |
| 44 | 6yd | 5 x per wk | \$ - | \$ - | \$ - |
| 45 | Extra | | \$ 202.60 | \$ 0.22 | \$ - |
| 46 | | | \$ - | 0 | \$ - |
| 47 | 8yd | 1 x per wk | \$ - | \$ - | \$ - |
| 48 | 8yd | 2 x per wk | \$ - | \$ - | \$ - |
| 49 | 8yd | 3 x per wk | \$ - | \$ - | \$ - |
| 50 | 8yd | 4 x per wk | \$ - | \$ - | \$ - |
| 51 | 8yd | 5 x per wk | \$ - | \$ - | \$ - |
| 52 | Extra | | \$ 247.67 | \$ 0.27 | \$ - |
| 53 | | | \$ - | 0 | \$ - |
| 54 | 32 gal can | 1 x per wk | \$ 38.63 | \$ 0.04 | \$ - |
| 55 | 32 gal can | 2 x per wk | \$ 77.25 | \$ 0.08 | \$ - |
| 56 | 32 gal can | 3 x per wk | \$ 115.89 | \$ 0.12 | \$ - |
| 57 | 32 gal can | 4 x per wk | \$ 154.51 | \$ 0.17 | \$ - |
| 58 | 32 gal can | 5 x per wk | \$ 187.29 | \$ 0.20 | \$ - |
| 59 | Extra | | \$ 18.39 | \$ 0.02 | \$ - |
| 60 | | | \$ - | 0 | \$ - |
| 61 | 64 gal cart | 1 x per wk | \$ 63.51 | \$ 0.07 | \$ 45.98 |
| 62 | 64 gal cart | 2 x per wk | \$ 146.49 | \$ 0.16 | \$ - |
| 63 | 64 gal cart | 3 x per wk | \$ 229.43 | \$ 0.24 | \$ - |

| | | | | | |
|----|---|------------|-----------------------------|----------|-----------|
| | B | C | D | E | F |
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 64 | 64 gal cart | 4 x per wk | \$ 312.30 | \$ 0.34 | \$ - |
| 65 | 64 gal cart | 5 x per wk | \$ 395.30 | \$ 0.42 | \$ - |
| 66 | Extra | | \$ 35.61 | \$ 0.04 | \$ - |
| 67 | \$ - | | | 0 | \$ - |
| 68 | 96gal cart | 1 x per wk | \$ 94.13 | \$ 0.10 | \$ 45.98 |
| 69 | 96gal cart | 2 x per wk | \$ 205.76 | \$ 0.22 | \$ - |
| 70 | 96gal cart | 3 x per wk | \$ 317.68 | \$ 0.34 | \$ - |
| 71 | 96gal cart | 4 x per wk | \$ 429.58 | \$ 0.46 | \$ - |
| 72 | 96gal cart | 5 x per wk | \$ 541.44 | \$ 0.58 | \$ - |
| 73 | Extra | | \$ 55.16 | \$ 0.06 | \$ - |
| 74 | \$ - | | | | |
| 75 | 96 gal yw | Cart | | | \$ 10.31 |
| 76 | | | | | |
| 77 | Industrial | Rate | Road Fee .41¢ Tons Included | | |
| 78 | Compactors | \$555.38 | \$0.59 | None | |
| 79 | Regular | \$701.36 | \$0.75 | One | |
| 80 | Minimum Charge | \$714.02 | \$0.76 | | |
| 81 | Excess Disposal | \$140.94 | \$0.15 | | |
| 82 | Dry Run | \$150.00 | | | |
| 83 | *Minimum charge if no pulls in a calendar month. | | | | |

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AGREEMENT

FOR THE PROVISION OF

GARBAGE, RECYCLABLE MATERIALS AND

ORGANIC WASTE COLLECTION SERVICES

Executed Between the

City of Clayton and Allied Waste Systems, Inc.

This 1st day of January 2024

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Contractor shall commence performance of its Collection Service obligations under this agreement on January 1, 2024 ("Commencement Date"), Agreement is between the City of Clayton, a general law city of the State of California, referred to as "City" and Allied Waste Systems, Inc. dba Republic Services of Contra Costa County referred to as "Contractor".

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for garbage collection within their jurisdiction.

The State of California has found and declared that the amount of garbage generated in California, coupled with diminishing landfill 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 the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible garbage reduction, re-use, recycling, and composting options to reduce the amount of garbage that must be disposed of in disposal sites.

Pursuant to its Municipal Code and California Public Resources Code Section 40059(a) as may be amended from time to time, 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 of garbage, recyclable materials, and organic waste materials, except for collection of materials excluded in City's Municipal Code, and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act. City further declares its intent to regulate and set the maximum rates Contractor may charge Service Recipients for the collection, transportation, processing, recycling, composting, and/or disposal of garbage, recyclable materials, and organic waste materials.

The City Council has determined that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City, the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and City Council desires that Contractor be engaged to perform such services on the basis set forth in this Agreement; and, Contractor has represented that it has the ability and capacity to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials.

The Parties agree that solid waste Collection Services shall be provided pursuant to this Agreement as of 12:00 a.m. January 1, 2024 ("Commencement Date") at which time this Agreement shall be controlling.

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained in this Agreement, City and Contractor agree as follows:

Article 1. Definitions

For the purpose of this Collection Services Agreement, referred to as "Agreement", the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain.

1.01 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial solid waste per week or multifamily residential dwellings of 5 units or more, to arrange for recycling services and requires jurisdictions to implement a commercial recycling program.

1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act of 1989" codified in part in Public Resources Code §§ 40000 et seq, and such regulations adopted by California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Resources Code § 40000 and following as it may be amended and as implemented by the regulations of CalRecycle.

1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.

1.05 AB 1669. "AB 1669" means State of California Assembly Bill No. 1669 approved 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.

1.06 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826 approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific organic waste or solid waste generation thresholds phased in from April 1, 2016 to January 1, 2020, is required to arrange for organic waste recycling services.

1.07 AB 3036. "AB 3036" means State of California Assembly Bill No. 3036 approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting

150 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise,
151 contract, license, or permit.

152 1.08 Agreement. "Agreement" means the written agreement between the City and the
153 Contractor covering the work to be performed and all contract documents attached to the agreement and
154 made a part thereof.

155 1.09 Agreement Administrator. The City Manager, or his or her designee, designated to
156 administer and monitor the provisions of the Agreement.

157 1.10 Agreement Year. Agreement year means each twelve (12) month period from January 1st
158 to December 31st during the term of this Agreement.

159 1.11 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments,
160 decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental
161 agency having jurisdiction over the collection and disposition of Solid Waste, including Recyclable Materials,
162 Organic Waste, and Construction and Demolition Debris.

163 1.12 Best Management Practice. Best Management Practice means the schedule of activities,
164 prohibition of practices, maintenance procedures, and other management practices to prevent or reduce, to
165 the maximum extent that is technologically and economically feasible, the discharge of pollutants in the
166 storm drain system.

167 1.13 Bin. "Bin" means a metal or plastic waste container designed or intended to be
168 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
169 eight (8) OK cubic yards of material with the lid properly closed. The specifications for Contractor-provided
170 Bins are set forth in Exhibit 4.

171 1.14 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably
172 be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical
173 clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human
174 and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps,
175 contaminated clothing and surgical gloves.

176 1.15 E-Waste. Electronic equipment such as stereos, televisions, computers, VCR's and other
177 similar items collected from SFD Service Units.

178 1.16 Bulky Waste. "Bulky Waste" or "Large Items" means Solid Waste consisting of discarded
179 white goods, furniture, tires, carpets, mattresses, and similar large items which do not fit in a regular
180 Collection Container and require special handling due to their size but can be collected and transported
181 without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle
182 load limits. It does not include abandoned automobiles and other vehicles, nor does it include items defined
183 as Exempt Waste.

184 1.17 Business Day. Any Monday through Friday, excluding any holidays as defined in Section
185 5.03.

186 1.18 Calendar Year. Each twelve (12) month period from January 1 to December 31.

187 1.19 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
188 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided
189 by the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients
190 for collection, accumulation, and removal of solid waste from commercial, industrial, or residential premises
191 in connection with Exclusive Franchise Collection Services. The specifications for Contractor-provided Carts
192 are set forth in Exhibit 4.

193 1.20 CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act
194 of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations promulgated
195 thereunder.

196 1.21 Change in Law. means the occurrence of any of the following events after the Effective
197 Date: (i) the enactment, adoption, promulgation, amendment, repeal, binding judicial interpretation, or formal
198 administrative interpretation of any Applicable Law, including without limitation adjustments to per ton fees
199 established by any public agency, including City; (ii) the issuance of any order or judgment of any federal,
200 state, or local court or agency in a proceeding to which a Party is a party, but not to the extent such order or
201 judgment finds the Party asserting there to have been a Change in Law to have been negligent or otherwise
202 at fault; or (iii) the denial, suspension, or termination of any government permit or other entitlement, but not
203 to the extent such denial, suspension, or termination is the result of any act or omission of the Party asserting
204 there to have been a Change in Law.

205 1.22 City. The City of Clayton, California, including any unincorporated areas of the County that
206 may be annexed by the City during the Initial Term and all extensions.

207 1.23 City Collection Service. City Garbage Collection Service, City Organic Waste Collection
208 Service, City Recycling Service, City Clean-up Services, City-Sponsored Events Services, and Large Item
209 Collection Services.

210 A. City Clean-up Services. On-call City requested Collection from Agreement
211 Administrator to support City services and operations.

212 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from
213 City Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

214 C. City Large Item Collection Service. The periodic on-call Collection of Large Items,
215 by Contractor, from City Service Units in the Service Area and the delivery of those Large Items to a Disposal
216 Facility, Materials Recovery Facility or such other facility as may be appropriate under the terms of this
217 Agreement.

218 D. City Organic Waste Collection Service. The Collection of Organic Waste, by
219 Contractor, from City Service Units in the Service Area, the delivery of those Organic Waste materials to an

220 Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and
221 the disposal of all City Organic Waste Processing Residue.

222 E. City Recycling Service. The Collection of Recyclables Materials by the Contractor
223 from City Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials
224 Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all
225 City Recyclables Materials Processing Residue.

226 F. City Sponsored Event Services. On-call Collection Services at City-Sponsored
227 Events.

228 1.24 City Facility. City Facility(ies) means any building or other site that the City owns, leases,
229 or occupies that are listed in Exhibit 2.

230 1.25 City Manager. City Manager means the City Manager of the City of Clayton, or his or her
231 designated representative, or any employee of the City who succeeds to the duties and responsibilities of
232 the City Manager.

233 1.26 Collect and Collection and Collected. The removal of Solid Waste from a Service Unit and
234 transportation to a Disposal Facility, Organic Waste Processing Facility, Materials Recycling (or Recovery)
235 Facility, or Transfer Station as appropriate.

236 1.27 Collection Container. A Bin, Cart, or Roll-Off Container that is approved by the Agreement
237 Administrator for use by Service Recipients for Collection Services under this Agreement.

238 1.28 Collection Route. "Collection Route" means the designated weekly itinerary or sequence
239 of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste,
240 Recyclables, or Organic Materials collection services (not on-call or Bulky Item/Abandoned Waste) within
241 the Contractor's collection service area under the Agreement.

242 1.29 Collection Services. Contractor's obligations under this Agreement to Collect Solid Waste
243 within the Service Area. Collection Service includes Residential Collection Service, Commercial Collection
244 Service, and City Collection Service.

245 1.30 Collection Vehicle. A licensed vehicle that has all required licenses to provide Collection
246 Service and that has been approved by the Agreement Administrator for use under this Agreement.

247 1.31 Commencement Date. Has the meaning specified in Section 2.01 of this Agreement.

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1.32 Commercial Collection Service. Collection Service provided to Commercial Service Units. Commercial Collection Service includes Commercial Garbage Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Collection Service. Commercial Collection Service specifically includes the following:

A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor, from Commercial Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

B. Commercial Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all Commercial Organic Waste Processing Residue.

C. Commercial Recycling Collection Service. The Collection of Recyclable Materials, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all Commercial Recyclable Materials Processing Residue.

1.33 Compactor. Any Collection Container which has a compaction mechanism, whether stationary or mobile.

1.34 Compost. "Compost" means the act or product of the controlled biological decomposition of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.

1.35 Construction and Demolition Debris. "Construction and Demolition Debris means discarded materials removed from premises, resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or from landscaping. Such materials include but are not limited to "inert wastes" as defined in Public Resources Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings, and other structures.

1.36 CPI - Water and Sewer and Trash Collection Services (CPI). The index sets published by the United States Department of labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average.

1.37 Contractor. Allied Waste Systems, Inc. dba Republic Services of Contra Costa County which has entered into this Agreement.

1.38 County. Contra Costa County, California.

288 1.39 Dispose or Disposal. “Disposal” or “Dispose” means the final disposition of Solid Waste at
289 a permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources
290 Code 40192(b).

291 1.40 Disposal Facility. “Disposal Facility” means the place or places listed in Exhibit 55 as
292 City-approved locations for the Disposal of Garbage or other materials as appropriate and acceptable.

293 1.41 Dwelling Unit. A building or part of a building designed for residential use by a single
294 independent housekeeping unit and having separate exterior access, toilet, and facilities for cooking and
295 sleeping.

296 1.42 Edible Food. “Edible Food” has the same meaning as found in Section 8.04.010 of the
297 Municipal Code. Edible Food means food intended for human consumption. For purposes of this Agreement,
298 Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or
299 authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food
300 Code.

301 1.43 Edible Food Recovery. “Edible Food Recovery” means the actions to collect and distribute
302 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
303 to waste such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
304 facilities.

305 1.44 Effective Date. “Effective Date of Agreement” shall mean the date on which the Agreement
306 is signed and delivered by the last of the parties to sign and deliver.

307 1.45 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge,
308 automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid
309 batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

310 1.46 Food Waste “Food Waste” means (1) food scraps including all edible or inedible food such
311 as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread,
312 cheese, coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials
313 are Source Separated from other Food Scraps; and (2) food-soiled paper, which is compostable paper
314 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
315 paper coffee cups, napkins, and pizza boxes.

316 1.47 Franchise Fee. The negotiated fee stated in Section 4.02.1 of this Agreement.

317 1.48 Garbage. All putrescible and non-putrescible solid, semi-solid and associated liquid waste
318 generated or accumulated through the normal activities of a premises. Garbage does not include Recyclable
319 Materials, Organic Waste, or Large Items, that is source-separated and set out for purposes of collection
320 and recycling.

321 1.49 Green Waste. “Green Waste” means grass clippings, leaves, landscape and prunings
322 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
323 landscapes or gardens.

324 1.50 Gross Revenue. All monetary amounts actually collected or received by Contractor for the
325 provision of Franchise Services pursuant to this Agreement, including but not necessarily limited to: all
326 receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees or any
327 other cost of doing business. “Gross Revenue”, for purposes of this Agreement, does not include any
328 revenues generated from the sale of Recyclable Material, Compost or energy, grants, cash awards, State of
329 California Department of Conservation payments, or rebates resulting from the performance of this
330 Agreement.

331 1.51 Hazardous Waste. “Hazardous Waste” has the same meaning as set forth in Section
332 8.32.020 of the Municipal Code. Hazardous Waste shall have the meaning set forth in California Code of
333 Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations as
334 may be amended from time to time.

335 1.52 Holiday. “Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day,
336 Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the City Council or
337 designated by Contractor as a day on which waste Collection Service will not be provided until the following
338 day, excluding Sunday.

339 1.53 Household Hazardous Waste. “Household Hazardous Waste” means that waste resulting
340 from products purchased by the general public for household use which, because of its quantity,
341 concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential
342 hazard to human health or the environment when improperly treated, disposed or otherwise managed, or,
343 in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any
344 of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations
345 Title 22, Division 4.5, Chapter 11, Section 66261.3.

346 1.54 Kitchen Food Waste Pail. A plastic receptacle with a rated capacity not exceeding two and
347 one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit or a MFD Service Unit for
348 temporary storage of SFD or MFD Organic Waste that is approved for such purpose by City.

349 1.55 Manure. Stable bedding and other waste matter normally accumulated and associated with
350 stables or in livestock.

351 1.56 Materials Recovery Facility. Materials Recovery Facility (MRF) means a facility listed in
352 Exhibit 5 to which commingled Solid Waste, Organic Waste and Recyclable Materials are brought for
353 separation into marketable Recyclable Materials.

354 1.57 Maximum Service Rate. The maximum amount that Contractor may charge Service
355 Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance with the
356 provisions of this Agreement.

1.58 Multi-Family Dwelling (MFD) Collection Service. MFD Solid Waste Collection Service serves a Multi-Family Dwelling, and specifically includes the following, MFD Garbage Collection Service, MFD Organic Waste Collection Service, and MFD Recycling Service:

A. MFD Garbage Collection Service. The Collection of Garbage, by Contractor, from MFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

B. MFD Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from MFD Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.

C. MFD Recycling Service. The Collection of Recyclables Materials by the Contractor from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all MFD Recyclables Materials Processing Residue.

1.59 Municipal Code. Municipal Code means the City of Clayton Municipal Code.

1.60 Non-Collection Notice. A written notice approved by the Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out for Collection.

1.61 Organic Waste. "Organic Waste" has the same meaning as set forth in Section 8.04.010 of the Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper waste that is mixed in with Food Waste.

1.62 Organic Waste Collection Service. The Collection of Organic Waste from Service Units and processing at an Organic Waste Processing Facility, and the disposal of all Organic Waste Processing Residue.

1.63 Organic Waste Processing Facility. "Organic Waste Processing Facility" means any facility designed, operated and legally permitted for the purpose of receiving and processing Food Waste, Green Waste, and Organic Waste listed in Exhibit 5.

1.64 Overage. Overage means Solid Waste set out for Collection either on top of or outside of a Container or in any manner that prevents the Container lid from completely closing or potentially cause Solid Waste to spill during Collection by Contractor's vehicles.

1.65 Premises. "Premises" means any land or building in the City where waste is generated or accumulated.

1.66 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of the following but does not include Organic Waste specifically allowed for Collection in a Container that is required to be transported to a high diversion organic waste processing facility if the waste is specifically identified as acceptable for Collection in that Container in a manner that complies with the requirements of 14 CCR Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container

designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the Collection Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C) Organic Wastes, placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were specifically identified in this Agreement, or through local ordinance for Collection in the Container designated for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable Materials; and (E) Exempt Waste placed in any Collection Container.

1.67 Quarter. A three-month period during a calendar year. The first Quarter is January through March. The second Quarter is April through June. The third Quarter is July through September. The fourth Quarter is October through December.

1.68 Rate Year. Rate Year means the period January 1st to December 31st, for each year during the Term of this Agreement.

1.69 Recyclable Materials. Recyclable Materials means those materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed in the Recycling Container include but are not limited to, glass and plastic bottles, aluminum, tin and steel cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and other items as directed by City and agreed to by Contractor.

1.70 Recycling. "Recycling" means the process of collecting, sorting, cleansing, treating and/or marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include transformation as defined in Public Resource Code Section 40201.

1.71 Residential Collection Service. "Residential Collection Service" means ongoing regularly scheduled collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD Service Units and the delivery of that Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

1.72 Residual or Residuals. "Residual" or "Residuals" means Solid Waste that is not Diverted from landfill Disposal after it has been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for processing for Diversion from landfill Disposal. Residual does not include Recyclable Materials or Organic Material that is processed for Diversion but lacks an available market.

1.73 Roll-Off Container. A metal container with a capacity of eight (8) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to an appropriate facility.

1.74 Route Review. "Route Review" means a visual inspection of Containers along a Collection Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

1.75 SB 1383. "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the law, Title 14, Code of California Regulations (CCR), Chapter 12.

1.76 Self-Haul. Collection of Solid Waste by the resident, owner, or occupant of the Premises on which the Solid Waste was generated pursuant to a City-issued permit and in accordance with the requirements of the Municipal Code.

1.77 Service Area. That area within the city limits of the City of Clayton designated by City as the Service Area.

1.78 Service Recipient. An individual or entity receiving Collection Service.

1.79 Service Unit. "Service Unit" means a single subscriber to Contractor's Collection Services. SFD Service Units, MFD Service Units, City Service Units or Commercial Service Units. Service Unit specifically includes the following:

A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s) for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 2 and may be modified by written notice to Contractor by the City.

B. Commercial Service Unit. All retail, professional, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public that utilize a Garbage Bin, Cart, Compactor, Roll-Off Container for the accumulation and set-out of Commercial Solid Waste.

C. Multi-Family Dwelling and MFD Service Unit. "Multi-Family Dwelling" and "MFD" shall mean any building or structure, including but not limited to Mobile Home Parks, or portion thereof, used for residential purposes having five or greater distinct living units.

D. SFD Service Unit. Any Single-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste originating from SFD Residential Premises.

1.80 SFD Collection Service. SFD Garbage Collection Service, SFD Recycling Service, SFD Organic Waste Collection Service, and SFD Large Item Collection Service.

A. SFD Garbage Collection Service. The Collection of Garbage, by Contractor, from SFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

B. SFD Large Item Collection Service. The periodic on-call Collection of Large Items, by Contractor, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility or other such facility as may be appropriate under the terms of this Agreement. SFD Large Item Collection Service does not include the Collection of Large Items using Roll-Off Containers.

C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, for SFD Service Units in the Service Area, the delivery of those Organic Waste Materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.

D. SFD Recycling Service. The Collection of Recyclable Materials by the Contractor from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.81 Single-family Dwelling or SFD. "Single-family/duplex dwelling" or "SFD" means any residential premises with fewer than five (5) units single attached dwelling units, each designed for use by one bona fide housekeeping group.

1.82 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.83 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, Manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety Code Section 117600 et seq.

1.84 Source Separated. "Source Separated" means materials that have been kept separate in the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4).

1.85 Term. "Term" means the time period or duration which the Agreement is in effect.

1.86 Transfer Station. "Transfer Station" means the place or places listed in Exhibit 5 as City-approved locations conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid Waste to a Disposal Facility or Processing Facility.

1.87 Universal Waste or U-Waste. Electronic devices, dry-cell batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other mercury containing equipment.

1.88 Solid Waste Generator. "Solid waste generator" means any person, as defined by the most current version of the Public Resources Code, whose act or process produces solid waste as defined in that same code, or whose act first causes solid waste to become subject to regulation.

1.89 White goods. "White goods" means enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves, and refrigerators.

1.90 Work Day. Any day, Monday through Saturday, that is not a Holiday as set forth in Section 5.03 of this Agreement.

1.91 Wood Waste. "Wood waste" means Solid Waste consisting of stumps, large branches, tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

Article 2. Term of Agreement

2.01 Initial Term. The initial term of this Agreement will be for a ten (10) year period beginning January 1, 2024 and terminating on December 31, 2033. Contractor shall commence performance of its Collection Service obligations under this Agreement on January 1, 2024 ("Commencement Date").

2.02 Extension of Term. Contractor may request up to two, five (5) year term extension to the Initial Term, and at City's sole option, City may grant Contractor's request to extend the term. Under no circumstances will City be obligated to extend the term. Contractor must request the first five (5) year extension by July 1, 2033 in order to be eligible for the term extension, and July 1, 2038 in order to be eligible for the second term extension.

2.03 Performance Review Prior to Five (5) Year Extension. A billing audit and performance review shall be conducted two years prior to the end of the Initial Term as described in Section 14.09. The cost of the review shall be paid as specified in that Section.

Article 3. Conditions Governing Services Provided by Contractor

3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and conditions set forth herein, the Exclusive Franchise, right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials accumulating in the City's Service Area that are required to be accumulated and offered for collection to the Contractor in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement.

3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients. This Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either instance: (1) the Recyclable Materials or Organic Waste must be source separated from and not mixed with

other Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for collecting, processing or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for collection, disposal and/or recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic waste become the property of Contractor.

3.03 Exclusions to Exclusivity.

3.03.1 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a Commercial Service Unit has source separated Recyclable Material, the Waste Generator is entitled to sell that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

3.03.2 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain byproducts from the processing of food or beverages from agricultural or industrial sources, provided they do not include animal, including fish, processing byproducts, they are Source-Separated, they are not discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or reduction in price for collecting, processing, or transporting such material), and they are used as animal feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer, as defined in Section 23015 of the Business and Professions Code.

3.03.3 Donated Solid Waste. Recyclable Materials, Organic Waste, or Large Items which is Source Separated at any premises by the waste generator and donated to youth, civic or charitable organizations qualified as such pursuant to Federal law. Donation does not include any forms of discounted service fees paid by the generator to a transporter or to a youth, civic or charitable organization.

3.03.4 Gardening or Landscape Services. Green Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing and collection of payments for Collection Services within the Service Area.

Article 4. Franchise Fees and Payments

4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by Contractor to City under this Agreement, including the Franchise Fees in section 4.03.1 below are the product of extensive arm's length negotiations between the Parties and constitute fair market value for the

rights and benefits conferred, and as such reflect valid consideration for the rights and privileges City has granted to Contractor under this Agreement.

4.02 Quarterly Fees and Payments. The following quarterly fees and payments shall be due and payable on the twentieth (20th) day of the month following the end of each Quarter for which the Collection Services were provided; first such payment being due on April 1, 2024. The City may add, remove or the Quarterly Fees with written notice to contractor, in which case there shall be a rate adjustment in accordance with Section 27.01 to reflect the increased or decreased cost. The Quarterly Fees shall be accompanied at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations Contractor used to determine the amount due and the basis for those calculations. Figures used in the report shall be taken from Contractor's general books of account, and Contractor shall retain all supporting documentation in accordance with the records retention requirements in Section 19.01.

4.02.1 Franchise Fee. Contractor shall pay the City a quarterly Franchise Fee equal to ten percent (10%) of the Gross Revenue received by the Contractor from Collection Services provided in the City pursuant to this Agreement.

4.03.2 Street Sweeping Fee. Contractor shall remit City-contracted street-sweeping fees collected through Contractor billings to the City in an amount to be set per rate category and/or individual customer by City. Contractor shall remit the entire amount of the fee collected to the City, and City may adjust this fee in accordance with Section 4.02.

4.03 Annual Fees and Payments. The following annual fees and payments shall be due and payable on January 1 of each calendar year; the first such payments being due on January 1, 2024. The City Council may adjust the Annual Fees by resolution, in which case Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 27.01. On each anniversary of the Commencement Date, each of the following annual fees and payments shall increase by the same percentage that the Maximum Service Rate increases for that same Calendar Year.

4.03.1 SB 1383 Implementation Fee. In consideration of the implementation, reporting, and enforcement costs of SB 1383, Contractor shall pay City an annual SB 1383 Implementation Fee to be set by the City and treated as a pass-through cost not eligible for profit in each annual rate adjustment.

4.04 Time and Method of Payment. Contractor shall pay all amounts owed under this Article without prior notice or demand and without abatement, deduction, offset or credit in lawful money of the United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped receipt from the City by 5:00 p.m. on the due date.

4.05 Late Payments. In the event Contractor fails to pay the City any amounts owed under this Article on or before the applicable due date, then in addition to the amounts already owed, Contractor shall pay a penalty as specified in Exhibit 4, except to the extent that such lateness is due to extenuating circumstances. Contractor must submit any request for approval of a late payment in writing at least five (5)

Business Days prior to the date on which fees are due, and the request must be accompanied by a written explanation of the extenuating circumstances and adequate supporting documentation. The City shall not unreasonably withhold its approval and shall notify Contractor within three (3) Business Days of receiving the request whether and to what extent the request has been approved.

4.05.1 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or assessed upon or in respect of the operating assets or the Collection Services, or upon any part thereof of upon any revenues necessary for the operation of the operating assets and the provision of the Collection Services, when the same shall become due.

4.05.2 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City with respect to the payment of fees described in this Article 4, the City shall provide the Contractor with written objection within 180 days of the receipt of the written report described in Section 4.02, encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any such dispute.

Article 5. General Requirements

5.01 Service Standards. Contractor must perform all Collection Services under this Agreement in a thorough and professional manner as described in Article 22, while meeting the minimum performance and developed by the Contractor and approved by the City.

5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision will be provided or paid to Contractor by City or by any Service Recipient except as expressly provided by this Agreement.

5.03 Holiday Service. The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial Collection Services will be adjusted as set forth in Article 12 but must meet the minimum frequency requirements of one (1) time per week. Collection Services will not take place on Sundays, unless previously authorized by the Agreement Administrator.

5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles and their contents used to provide services pursuant to this Agreement at any reasonable time while operating inside or outside the City.

5.05 Commingling of Materials.

5.05.1 Commercial Materials Collected in Clayton. Contractor may commingle Commercial materials collected pursuant to this Agreement with other materials collected outside the City of Clayton, provided that Contractor tracks the tonnage of Commercial material collected inside the City of Clayton separately using Contractor's City-approved allocation methodology. Changes to the allocation methodology may only be made with the express prior written authorization of the Agreement Administrator.

5.05.2 Recyclable Materials. Subject to Sections 10.08.2 and 12.04.4, Contractor may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with any other material type Collected by Contractor without the express prior written authorization of the Agreement Administrator.

5.05.3 Organic Waste. Subject to Sections 10.09.4 and 12.05.7, Contractor may not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any other material type Collected by Contractor, without the express prior written authorization of the Agreement Administrator.

5.05.4 Commingled Garbage and Recyclables. Only in special circumstances in which separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written authorization of the Agreement Administrator, Contractor may Collect Commercial Garbage and Recyclable Materials in the same Collection Container, for the purposes of processing Recyclable Materials for diversion.

5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service Recipients the correct combination of Cart and Bin sizes and collection frequency beyond the minimum service requirements as necessary, that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Waste, and provide service at least cost to Service Recipient. Contractor is only required to collect and process Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Waste and will only be required to collect Organic Waste if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

As part of Contractor's Public Education Services under Article 18, Contractor's route collection personnel will report to Contractor's supervisors if they observe potential contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and Contractor may take the steps in Section 5.07.

5.07 Violations by Service Recipients. The following provisions will apply to all Commercial, MFD and SFD Service Recipients.

5.07.1 First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor shall document Contamination through the application of a Cart tag, by electronic communication, or phone call, provided that if Contractor does not possess an email address or phone number for the Customer, Contractor may provide a written communication, which shall include a request for an email address or phone number for future notifications. Communication shall include instructions on the proper procedures for sorting Recyclable Materials or Organic Waste and shall notify the Service Recipient that for the third and subsequent incidents of excess contamination, the Service Recipient may be charged a contamination fee and/or contamination surcharge for the contaminated container, and Contractor may increase the Collection Container size, or require an additional Collection Container. Contractor may, at its discretion Collect the Container as Recyclable Materials, Organic Waste, or Solid Waste. Contractor must also document the contamination issue and provide digital/visual documentation to the Service Recipient, upon request, that clearly documents the Service Recipient's on-going contamination problems. An occurrence is defined as an event of contamination in one particular day, meaning that two occurrences cannot occur on the same day.

5.07.2 Third Occurrence. For the third or subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the contaminated Container at its discretion as Recyclable Materials, Organic Waste, or Solid Waste. and must charge the Service Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor must provide upon request (or have provided) digital/photographic documentation to the Service Recipient that clearly documents the Service Recipient's on-going contamination problems and written Notices of contamination as described above. Contractor may increase the Container size or collection frequency and/or impose a contamination surcharge on the account for a minimum period of 3 months. After the 3 months of contamination surcharge, the Service Recipient may request from the Contractor a visual inspection demonstrating contamination level is under the acceptable threshold as outlined in section 5.06 . If the customer successfully demonstrates contamination level under the threshold, the contractor will discontinue the contamination surcharge and will restore container size or frequency. Contractor must document contamination issue and surcharge in Waste Reporting System and notify City in the Contract's quarterly reports if Contractor increases the Container size or collection frequency for excessive contamination or imposes the contamination surcharge to the account. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients to secure discontinuance of the contamination.

5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if contamination occurrences are not active and consecutive. Where contamination is occurring, and occurrences are consecutive and unremedied their count shall continue across Calendar Years until remedy occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three consecutive months the tracking calendar will reset.

5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a contamination charge (which must be within 30 calendar days of them being assessed), Contractor will temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size, or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency and may follow the steps in Section 7.07 for collection of delinquent accounts.

5.10 Container Overage and Correction Procedures. If a Customer is found to habitually overflow their Collection Container(s), i.e., lid will not close, and/or material not contained within Container Contractor may take the steps as listed below to correct Customers' on-going overflow of material. All customers will be notified of Collection Overages. Contractor shall notify the City regarding Commercial, and MFD customers that habitually overflow their Containers so that the City can take appropriate action with such customers to secure discontinuance of the overages.

5.11 Overage and Correction Procedures. Contractor shall provide the Service Recipients the correct combination of Collection Containers and collection frequency that matches each Service Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety. Contractor has also agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually overflow their Solid Waste Collection Containers, Contractor may take the steps as listed below to correct Service Recipient's on-going overflow of Solid Waste.

5.12 Prior Arrangements For Collection. If the Service Recipient has made prior arrangements with Contractor for Collection of Solid Waste Overages, Contractor must collect such Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) rate set forth in Exhibit 1.

5.13 No Prior Arrangements. If the Service Recipient has not made prior arrangements with Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste Overage at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor

may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit 1 as provided below, or increase the capacity or frequency of Collection of the existing Collection Container(s) to match documented service needs as provided below. In managing Solid Waste Overages, the following apply:

5.13.1 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will not collect the Solid Waste Overage if the Collection Container could not be serviced by normal operating procedures or cause spillage upon servicing and Contractor must provide the following written notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: (i) the date and description of the Solid Waste Overage and document in the Waste Reporting System. Contractor's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b) request an additional Collection Container to eliminate future Overages.

5.13.2 Commercial and MFD Service Recipients – Each Occurrence. Contractor must provide a written notice on the Container and may provide a copy of the notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description and photograph, upon request, of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity, or collection frequency of the Collection Container to match documented service needs. At least ten (10) Business Days prior to increasing the Collection Container size, or frequency of Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, e-mail or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. Contractor must document overage issue and notify City through the Contractor's quarterly report of any changes in Service Recipient's Collection Container size or collection frequency. The increased capacity or collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent overages, which may be longer than the one Calendar Year stated above. Such determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the overages.

5.14 Tracking Occurrences of Solid Waste Overage. Regarding Sections 5.11 – 5.13 after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

5.15 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or container size or collection frequency change within thirty (30) calendar days of the disputed action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a

meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or collection frequency and may follow the steps in Section 7.07 for collection of delinquent accounts.

5.16 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as said materials are set out for Collection.

5.17 Spillage and Litter. Contractor may not litter premises in the process of providing Collection Services or while its vehicles are on the road. Contractor must transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials and must immediately, at the time of occurrence, clean up such spilled or dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

5.17.1 Except as provided in Section 12.03.3, Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees.

5.17.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

5.17.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or litter caused by Contractor within four (4) hours upon notice from the City whenever possible. If City reasonably deems necessary after Contractor's response to the spill, Contractor must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

5.17.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible

for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

5.17.5 To facilitate immediate cleanup, Contractor's vehicles must always carry enough petroleum absorbent materials along with a broom and shovel.

5.18 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all City Green and Organic Waste for the term of the Agreement using a facility listed in Exhibit 5.

5.19 Regulations and Record Keeping. Contractor must comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations must be maintained at Contractor's facility. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

Article 6. Collection Service Rates

6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will charge for providing the Collection Services, provided that Contractor shall not charge any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as provided in this Agreement.

6.02 Maximum Service Rate Adjustment. The Maximum Service Rates in Exhibit 1 shall be adjusted on January 1, 2025, and annually thereafter in accordance with this Section 6.04. Except as otherwise provided in this Article 6 below, no other adjustments shall be made except as provided in Section 27.01.

6.03 CPI Adjustment Calculation. For Rate Year 2025, beginning on January 1, 2025, and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of the 12-month average change in the CPI-U for the 12-month period published immediately prior to the rate application. Therefore, the first rate adjustment effective January 1, 2025, will be based on the percentage change between the 12-month average of the CPI-U from April 1, 2022, through March 31, 2023, and the 12-month average of the CPI-U from October 1, 2024, through September 30, 2024. The index to be used shall be the Water and Sewer and Trash Collection Services (CPI). The index sets published by the United States Department of labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average. Collector shall receive at least a one percent (1%) increase in its rates every January 1 and Contractor's rates shall not increase more than five (5) percent. Contractor shall submit supporting documentation to justify the CPI adjustment by April 1, 2024, and annually, thereafter. The city shall evaluate the information and will provide for a rate increase based on changes in the CPI Index as described herein.

6.03.1 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the CPI-U exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and the rollover amount will be added to the rate adjustment percentage in the following year, or any subsequent

year. If the CPI-U is negative (after accounting for any applicable rollover percentages from prior years), there will be no CPI-U adjustment for that year.

6.03.2 Rounding. Adjustments to the overall Service Rates shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculation.

6.04 Adjustments Due to Change in Law. In addition to and separate from the adjustments set forth in section 6.03, Contractor shall be entitled to an adjustment of the Service Rates as a result of a Change in Law.

6.04.1 Governmental Fees and Charges. For a Change in Law that enacts or increases a governmental fee or charge levied on a per ton basis affecting Contractor's disposition of Waste or Recyclable Materials or Organic Materials collected pursuant to this Agreement, City and Contractor shall meet and confer to determine the amount of such enacted fee or increased amount of the fee and its associated impact to the rates. Contractor shall provide written notice to City of the enacted or amended governmental fee or charge at least 30 days prior to the adjusted Service Rate taking effect, and such adjustment to rates are subject to City's sole reasonable discretion.

6.04.2 Change in Law Affecting Contractor's Agreement Obligations. For a Change in Law that affects Contractor's performance of services required pursuant to this Agreement, Contractor shall be entitled to an equitable adjustment of the Service Rates as a result of the Change in Law. Upon Contractor providing written notice to City that a Change in law has affected Contractor's performance of services, City and Contractor shall meet and confer to determine the impacts of the Change in Law on Contractor's performance of services and costs associated with performance of the services, to determine the amount of adjustment to be made to Service Rates.

6.05 Extraordinary Adjustments. Contractor and City acknowledge that there may be infrequent extraordinary events, (NO) which, although they do not prevent either party from performing, and thus do not implicate the force majeure provisions hereof, nevertheless increase the cost of providing services above the Section 6.04 Maximum Service Rate Adjustment. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option, Contractor may apply to the City not more frequently than once annually, for an extraordinary rate adjustment should an event or circumstance arise which negatively impacts the economic operation of Contractor and which is in excess of the rate adjustment resulting from the application of Section 6.04. An extraordinary adjustment in rates will be deemed justified if it is necessary for the Contractor to make a substantial change in its operations, or substantial capital expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event or circumstance which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective after approval by the City Council.

6.05.1 Contractor's Burden. In the event of such an application for an extraordinary rate increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of

justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient documentation in support of its request. City in its sole reasonable discretion may request Contractor to provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be solely responsible for the cost to of providing such additional information. Contractor shall allow City to review a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I ("Financial Statements"). Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Contractor and shall have no financial interest whatsoever in the business of the Contractor. City shall have the right to review this information in connection with the City's review of Contractor's extraordinary rate adjustment request. With respect to any Financial Statements or any other non-public information ("Confidential Information"), City agrees that: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of Confidential Information within its own organization and to its agents or representatives who need to know the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information to any third party, excepting those subject to subsection (b), without the prior written consent of the Disclosing Parties; (d) it will not copy and/or reproduce any Confidential Information without the prior written approval of the Contractor; and (e) it will not use Confidential Information except as required for consideration of the request. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. The City will inform the Contractor upon receiving a California Public Records Act ("CPRA") request or a subpoena for the Confidential Information by written notice delivered to the Contractor ("Notice"). Contractor may assert an exemption for "trade secrets" under subdivision (k) of Government Code section 6254, Evidence Code section 1060, Civil Code section 3426.1(d) and Public Resources Code section 40062(a) or other applicable law. In the event that City receives a CPRA request seeking disclosure of information Contractor has designated as confidential and proprietary, City shall promptly notify Contractor of the request and Contractor shall have the right to seek an order from the Superior Court to limit or enjoin the City's disclosure of such records. In the event City is subject to an action seeking to enforce the CPRA for any information designated confidential and proprietary information hereunder, Contractor shall defend and indemnify City in such litigation, which indemnity shall cover all of City's costs and expenses, including attorney's fees.

6.05.2 [RESERVED]

6.05.3 Review Costs. At the time of its request, Contractor shall also submit a payment to the City of Twenty-Five Thousand Dollars (\$25,000) to defray the City's costs to review the request. In the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess.

6.05.4 Meet and Confer. The City and Contractor agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

6.05.5 City Review; Approval. City shall review the Contractor's request and, in the City's sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum

Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request. Except as provided herein, any such change approved by the City shall not be implemented until January 1 of the next Rate Year unless a different time frame is approved by the City Council.

6.06 Five Year Meet and Confer. The City and Contractor agree to meet and confer on or about five (5) years from the Commencement Date regarding material changes in the cost of providing services that are substantially more than the annual rate adjustment. If it is determined that there have been material changes in the cost of providing services, then the City and Contractor agree to negotiate in good faith regarding appropriate adjustments to the rate. The process for demonstrating material changes in the cost of providing services shall follow the same process as outlined in Section 6.04.

6.07 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) calendar days after notice of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to commence negotiations in good faith or negotiations are not completed within forty-five (45) calendar days following the date of receipt of Contractor's request Contractor may terminate this Agreement no earlier than one hundred and twenty (120) calendar days after written notice to the City.

6.08 Proposition 218. If deemed necessary or advisable by the City in its sole discretion, any rate increase may be subjected to a majority protest or similar proceeding under Proposition 218 (Cal. Const. Article XIII D). Contractor shall be responsible for the costs of any mailings or notices required for such proceeding.

Article 7. Collection Service Billing

7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely responsible for the billing and collecting payments for the Collection Services it provides within the Service Area and for City-contracted street sweeping services.

7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic mail, to each Service Recipient in advance of all services provided by Contractor under this Agreement. If sent by mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-addressed return envelope. All invoices shall include Contractor's e-mail address include directions for payment by payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a complete billing statement showing all charges and all services provided. City shall have the right to request that Contractor revise the format of all invoices and billing statements upon reasonable notice to Contractor, and Contractor shall not unreasonably deny such request.

977 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
978 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service
979 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
980 for SFD Service Units. No invoice shall be due and payable sooner than the last day of the respective month
981 or Quarter for which Collection Services are provided.

982 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
983 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,
984 meaning one-fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service
985 provided by Contractor.

986 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
987 Service Recipients no later than thirty (30) calendar days after Contractor discovers or is notified of the
988 overpayment. Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00)
989 or the amount of Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient
990 closing the account prior to the end of the billing period. Contractor may issue a service credit of no more
991 than two (2) years against future invoices for all other overpayments.

992 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
993 accounts are delinquent by more than sixty 60 calendar days to the Agreement Administrator on a monthly
994 basis.

995 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
996 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
997 Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor
998 shall never discontinue Collection Services to any Service Unit except upon thirty (30) calendar days prior
999 written notice to both the Service Recipient and the Agreement Administrator. Contractor may send a written
1000 notice to Service Recipient regarding payments of Billings during the billed service period.

1001 Article 8. Diversion Requirements

1002 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with
1003 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and
1004 employ sufficient programs and services to assist the City meeting or exceeding City's Diversion goals
1005 requirements (including, without limitation, amounts of Solid Waste to be Diverted, time frames for Diversion,
1006 and any other requirements) as set forth in Applicable Law, and CalRecycle Regulations, and that Contractor
1007 will do so without imposing any costs or fees other than those set forth in Exhibit 1, except as provided in
1008 Section 27.01.1.

1009 8.02 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1010 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1011 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1012 making such petitions and applications as may be reasonably requested by Contractor for time extensions

1013 in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1014 such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably
1015 requested by Contractor in order to achieve the minimum requirements of this Article.

1016 8.03 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1017 required under this Agreement to help the City and Contractor comply with all Diversion requirements under
1018 Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable Law.
1019 Contractor shall furthermore, (1) assist the City to respond to inquiries from, or prepare for and attend any
1020 hearing before, CalRecycle or any other regulatory agency relating to the City's compliance with Applicable
1021 Law; prepare for and participate in CalRecycle's review of the City's Source Reduction and Recycling
1022 Element.; apply for any extension available under Applicable Law; develop and implement a public
1023 awareness and education program consistent with the City's Source Reduction and Recycling Element and
1024 Household Hazardous Waste Element and any related requirements of Applicable Law; (2) provide the City
1025 with Recycling, source reduction, and other technical assistance as may be needed to comply with
1026 Applicable Law; (3) advise the City of additional programs or measures Contractor can, if authorized by the
1027 City, implement to increase compliance with the Diversion requirements of Applicable Law.

1028 8.04 New Diversion Programs. If the City fails to meet any CalRecycle Diversion requirement
1029 notwithstanding Contractor's implementation of all Diversion and public education programs as required by
1030 this Agreement, the City may direct Contractor to modify its Diversion and public education programs or
1031 implement new programs. Such modifications may constitute a City-Directed Change under Section 27.01.
1032 Contractor shall not implement new Diversion programs not described in this Agreement without the City's
1033 prior consent.

1034 8.05 Nothing contained herein shall prohibit Contractor from meeting the diversion requirements
1035 by any alternative methods or procedures, provided it complies with AB 939, AB 341, AB 1826, AB 1594,
1036 SB 1016, SB 1383, and / or any other Applicable Law, as may be amended from time to time. Contractor's
1037 ability to meet the diversion requirements by alternative methods per this Section 8.05 is subject to
1038 Agreement Administrator review and approval.

1039 Article 9. Service Unit Types

1040 9.01 Service Units. Service Units include all the following categories of premises which are in
1041 the Service Area as of July 1, 2023 and all such premises which may be added to the Service Area by means
1042 of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

1043 9.01.1 SFD Service Units. Services are specified in Article 10.

1044 9.01.2 MFD Service Units. Services are specified in Article 11.

1045 9.01.3 Commercial Service Units. Services are specified in Article 12.

1046 9.01.4 City Service Units. Services are specified in Article 13.

9.01.5 Any question as to whether a premise falls within one of these categories will be determined by the Agreement Administrator and the Contractor.

9.02 Service Unit Changes. City and Contractor acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide Service.

9.02.1 Additions and Deletions. Contractor must provide services described in this Agreement to new Service Units in Contractor's Service Area within five (5) Work Days of receipt of notice from City or the new Service Unit to begin such Service.

9.03 Annexation. If during term of the Agreement, additional territory within or adjacent to the Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public Resources Code section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination of former contractor's rights to provide service have been exhausted. Such Collection Services must begin within five (5) Work Days of receipt of written notice from City. Contractor may not begin Collection Service without written authorization from City.

9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the addition of Service Units added due to annexation and must provide such revised maps to the Agreement Administrator as requested.

Article 10. Residential Service

10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD Collection Services to all SFD Units in the Service Area, including all MFD Units subscribed to Cart or Bin Collection Service. The SFD Services are governed by the following terms and conditions:

10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 10.08.1; Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Section 10.09.3, where the Garbage, Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

10.01.2 SFD Cart Service. Contractor will use a weekly SFD Solid Waste Collection Service system with one (1) Garbage Cart, one (1) Recycling Cart, and one (1) Organic Waste Cart as part of the base SFD Solid Waste Collection Service. SFD Service Recipients shall have one Garbage, one Recycling Cart and one Organic Waste Cart to be included at no additional cost. All Carts shall comply with applicable regulations related to colors and labeling, acknowledging that such regulations only apply to containers purchased after January 1, 2022, and would not apply to the Contractor's containers purchased prior to

January 1, 2022, currently deployed, including remaining replacement cart stock. Newly purchased carts shall have cart bodies matching the colors currently deployed, and cart lids as follows: Garbage gray or black, Recycling blue, and Organics green. Customers shall keep and use their existing carts as of the effective date of this Agreement. Garbage, Recycling, and/or Organic Waste Carts with a capacity of 20 - Gallon, 32-Gallon, 64-Gallon or 96-Gallon Smaller carts for organics may be offered on a case-by-case basis. Pricing for downsizing Carts, or additional Carts, relative to the base Bundled Service are included in Exhibit 1.

10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of SFD Garbage, Recycling, and Organic Waste on the SFD Service Recipients premises to an SFD Service Unit as follows.

10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, may request on-premises service. A letter from a qualified physician must be submitted and approved for on premises service at no charge.

10.01.3.2 At an additional cost to the SFD Service Unit.

A. SFD Service Units where topography, steep driveways, below grade dwellings, or limited access to public streets that prevents the SFD Service Recipient from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made and agreed to by the Contractor.

B. Contractor may offer "push services" to SFD Service Recipients other than those listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location.

10.01.3.3 Contractor must provide on-premises Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

10.02 Frequency and Scheduling of Service. Except as set forth in Section 10.10, SFD Collection Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled so that all Service Units receive Garbage Collection Service, Recycling Collection Service, and Organic Waste Collection Service on the same Work Day. SFD Collection Service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

10.03 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

1120 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1121 private property and may not trespass nor cross property to the adjoining premises unless the occupant or
1122 owner of both properties has given permission. Care should be taken to prevent damage to property,
1123 including flowers, shrubs, and other plantings.

1124 10.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must supply, Kitchen
1125 Food Waste Pails that comply with Collection Container specifications in Exhibit 4.

1126 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1127 by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1128 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1129 Recipient.

1130 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1131 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1132 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must
1133 maintain records documenting all Cart replacements occurring and report through the Waste Reporting
1134 System monthly.

1135 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1136 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1137 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1138 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1139 of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1140 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted
1141 by the City from time to time as provided under this Agreement.

1142 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1143 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up
1144 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

1145 10.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible
1146 for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work
1147 Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair
1148 the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1149 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1150 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient on
1151 the next service day. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar
1152 Year during the term of this Agreement for moving to a smaller or larger Cart size. Accordingly, Contractor
1153 will be compensated only for the cost of those exchanges in excess of one (1) per Calendar Year for those
1154 Service Units receiving larger Cart sizes, in accordance with the "Cart Exchange" service rate as set forth in
1155 Exhibit 1 or as may be adjusted this Agreement.

1156 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1157 Recipient that additional Carts for Garbage, for Recyclable Materials, or s for Organic Waste are requested,
1158 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth
1159 in Exhibit 1.

1160 10.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1161 10.06 Cleaning of Collection Containers. Once each Calendar Year, if requested by the SFD
1162 Service Recipient, must replace the dirty Collection Containers with clean Collection Containers.

1163 10.07 SFD Garbage Collection Service. This service is governed by the following terms and
1164 conditions:

1165 10.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1166 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1167 10.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1168 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in
1169 Exhibit 5. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose
1170 of the Garbage at another legally permitted Disposal Facility. Failure to comply with this provision will result
1171 in the levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default under this
1172 Agreement.

1173 10.08 SFD Recycling Service. This service is governed by the following terms and conditions:

1174 10.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1175 placed beside the Recycling Cart for collection if flattened.

1176 10.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1177 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste
1178 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1179 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1180 Contractor must follow the steps set forth in Section 5.07.

1181 10.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1182 Materials collected as a result of performing recycling services must be delivered to the Materials Recovery
1183 Facility listed in Exhibit 5. Failure to comply with this provision will result in the levy of a penalty as specified
1184 in Exhibit 4 and may result in Contractor being in default under this Agreement. All expenses related to
1185 materials processing and marketing will be the sole responsibility of Contractor.

1186 10.08.4 Recycling - Changes to Services. Should changes in Applicable Law arise that
1187 necessitate any additions or deletions to the services described in this Section 10.08, including the type of
1188 items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter
1189 into an Agreement amendment covering such modifications to the services to be performed and the

1190 compensation to be paid in accordance with Section 27.01.1 before undertaking any changes or revisions
1191 to such services.

1192 10.09 SFD Organic Waste Collection Service. This service is governed by the following terms
1193 and conditions:

1194 10.09.1 Organic Waste Processing Services. Contractor must employ programs that are
1195 designed to result in all Organic Waste Collected pursuant to this Agreement to be diverted from the landfill
1196 in accordance with SB 1383. Contractor must implement programs to educate customers that Organic Waste
1197 Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from
1198 processing. If the organics processing facility accepts bagged organic waste (where bags are biodegradable
1199 or otherwise), then Contractor is obligated to accept bagged Organic Waste.

1200 10.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1201 Waste to a fully permitted Organic Waste Processing Facility or other authorized facility for receipt of Organic
1202 Waste, or a fully permitted Transfer Station, that has been listed in Exhibit 5 and agreed upon by the City.
1203 All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor.
1204 Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 4 and may result
1205 in Contractor being in default under this Agreement.

1206 10.09.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1207 for Collection for a period of no less than one week. Contractor will notify the City of their curbside collection
1208 week in November. Contractor must deliver the Collected Holiday Trees to an appropriate Organic Waste
1209 Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This
1210 annual service will be provided at no additional charge to the Service Recipient. Contractor is not required
1211 to divert Holiday Trees with tinsel, flocking or ornaments.

1212 10.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1213 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore,
1214 Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid
1215 Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

1216 10.10 SFD Large (Bulky) Item Collection Service. This service is governed by the following terms
1217 and conditions:

1218 10.10.1 Conditions of Service. Contractor must provide Large (Bulky) Item Collection
1219 Service to all SFD Service Units in the Service Area whose Large Items have been placed within three (3)
1220 feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1221 location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to
1222 Contractor's Collection crew and vehicle. Each Service Recipient is entitled to receive Large Item Collection
1223 Service for items such as large appliances and furniture as needed and upon request for no additional
1224 charge.

1225 10.10.2 Frequency of Service. Large Item Collection Service will be provided on the next
1226 regular Collection day or another day. The Service Recipient may not intentionally commingle residential
1227 Large Items with other Residential Waste.

1228 10.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that
1229 contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not
1230 subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

1231 10.10.4 Maximum Reuse and Recycling. When reasonably possible, Contractor should
1232 dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the
1233 following hierarchy:

1234 10.10.4.1 Reuse as is (where energy efficiency is not compromised)

1235 10.10.4.2 Disassemble for reuse or Recycling

1236 10.10.4.3 Recycle

1237 10.10.4.4 Disposal

1238

1239 10.11 Motor Oil/Filter Collection Program. Contractor shall provide curbside collection of used
1240 motor oil and oil filters. Motor oil shall be poured into clear plastic containers with secure lids, sealed and
1241 placed next to recycling cart. Maximum of 3 gallons of oil per pickup. Oil filters shall be removed and drained
1242 and placed into a clear, heavy plastic sealable bag (such as a Ziploc freezer bag) and placed next to recycling
1243 cart.

1244 10.12 Electronic Waste/Batteries/Compact Fluorescent Bulbs Collection Program. Contractor
1245 shall provide customer curbside collection of electronic waste (E Waste) at no additional charge. Customers
1246 must call customer service to schedule an E Waste pickup. Contractor shall provide customer curbside
1247 collection of household batteries and compact fluorescent bulbs at no additional charge. Items are to be
1248 placed in a Ziploc bag and placed at the curb on the service day.

1249 10.13 Sharps and Used Pharmaceuticals Collection Program. Home generated sharps, such as
1250 needles, syringes, and lancets shall be placed in a sharps container and removed from the regular waste
1251 stream to minimize exposure to Solid Waste workers and Recyclable Materials processors. A sharps
1252 collection container and Used Pharmaceuticals collection container are located at City Hall for residents to
1253 use. Contractor shall pay for the collection of these containers.

1254 10.14 Clean-ups. Contractor shall provide annually, two (2), on call Garbage collections up to 2
1255 cubic yards (approximately fourteen 32-gallon bags) and four (4) on call Recycling and/or Organics
1256 collections up to 96 gallons (maximum 50 lbs. per container; no plastic bags) upon request of the customer
1257 within one week of the request.

Article 11. MFD Service

11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following terms and conditions:

11.01.1 MFD Cart Service. Except for those Service Recipients that choose to receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area whose MFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 11.08.1; Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Section 4, where the Garbage, Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 MFD Bin Service. Contractor must provide MFD Solid Waste Collection Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service Recipient, and including at no additional cost any volume of recycling and organics. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the Contractor. Additional services may be requested by the MFD Service Recipient. To be exempted from MFD Recycling Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor, and must qualify on the basis of insufficient space to fit containers. All such exemption applications must be reported in the Waste Reporting System and approved by the City.

11.01.3 On-Premises Service. At an additional cost to the MFD Service Unit.

A. MFD Service Units where topography, steep driveways, below grade dwellings, or limited access to public streets that prevents the MFD Service Recipient from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. MFD Service Units and the Contractor shall agree on a collection location. Contractor may offer "push services" to MFD Service Recipients other than those listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location.

11.02 Frequency and Scheduling of Service. This service must be provided as deemed necessary and determined between Contractor and the MFD Service Unit, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the container and the

1295 frequency (above the minimum) of Collection will be determined between the MFD Service Unit and
1296 Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed
1297 outside the Collection Container. Contractor must provide containers as part of the Commercial Collection
1298 Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor
1299 provided that the Service Recipient is completely responsible for its proper maintenance, and such
1300 Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used
1301 by Service Recipients must be owned and supplied by Contractor.

1302 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1303 disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position
1304 at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.
1305 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1306 private property and may not trespass nor cross property to the adjoining premises unless the occupant or
1307 owner of both properties has given permission. Care should be taken to prevent damage to property,
1308 including flowers, shrubs, and other plantings.

1309 11.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must supply Kitchen
1310 Food Waste Pails that comply with Collection Container specifications in Exhibit 4. If any changes to these
1311 specifications are adopted after the Effective Date that results in Contractor being required to replace
1312 Collection Containers before they have been fully depreciated, Contractor will be eligible for additional
1313 compensation in accordance with Section 6.04.

1314 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1315 by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1316 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1317 Recipient.

1318 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1319 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1320 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must
1321 maintain records documenting all Cart replacements occurring and report monthly.

1322 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1323 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1324 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1325 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1326 of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1327 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted
1328 by the City from time to time as provided under this Agreement.

1329 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
1330 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up
1331 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

1332 11.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible
1333 for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work
1334 Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair
1335 the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1336 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1337 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient on
1338 the next service day. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar
1339 Year during the term of this Agreement for moving to a larger Cart size. Accordingly, Contractor will be
1340 compensated only for the cost of those exchanges in excess of one (1) per Calendar Year for those Service
1341 Units receiving larger Cart sizes, in accordance with the "Cart Exchange" service rate as set forth in Exhibit
1342 1 or as may be adjusted this Agreement.

1343 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1344 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1345 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth
1346 in Exhibit 1.

1347 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1348 11.06 [RESERVED]

1349 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1350 conditions:

1351 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1352 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1353 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1354 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in
1355 Exhibit 5. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose
1356 of the Garbage at another legally permitted Disposal Facility. Failure to comply with this provision will result
1357 in the levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default under this
1358 Agreement.

1359 11.08 MFD Recycling Service. This service is governed by the following terms and conditions:

1360 11.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1361 placed beside the Recycling Cart for collection if flattened.

1362 11.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1363 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste
1364 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are

1365 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1366 Contractor must follow the steps set forth in Section 5.07.

1367 11.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1368 Materials collected as a result of performing recycling services must be delivered to the Materials Recovery
1369 Facility listed in Exhibit 5. Failure to comply with this provision will result in the levy of a penalty as specified
1370 in Exhibit 4 and may result in Contractor being in default under this Agreement. All expenses related to
1371 materials processing and marketing will be the sole responsibility of Contractor.

1372 11.08.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1373 at no additional charge, each MFD unit may request that Contractor provide one on-call Move-In/Out
1374 Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard
1375 boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for the MFD
1376 Unit. This service shall only include Recyclable Materials. Customer will be charged Garbage rate should
1377 container be contaminated.

1378 11.08.5 Recycling - Changes to Services. Should changes in Applicable Law arise that
1379 necessitate any additions or deletions to the services described in this Section 11.08, including the type of
1380 items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter
1381 into an Agreement amendment covering such modifications to the services to be performed and the
1382 compensation to be paid in accordance with Section 27.01.1 before undertaking any changes or revisions
1383 to such services.

1384 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1385 and conditions:

1386 11.09.1 Organic Waste Processing Services. Contractor must ensure that all Organic Waste
1387 Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB
1388 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the
1389 Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue
1390 resulting from processing. If the organics processing facility accepts bagged organic waste (where bags are
1391 biodegradable or otherwise), then Contractor is obligated to accept bagged Organic Waste.

1392 11.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1393 Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station, that has
1394 been listed in Exhibit 5 and agreed upon by the City. All expenses related to Organic Waste processing and
1395 marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the
1396 levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default under this Agreement..

1397 11.09.3 Holiday Tree Collection. Contractor will notify City in November of collection week,
1398 and shall provide holiday tree collection service for no less than one week. Complexes will provide residents
1399 of a location for tree collection. This annual service will be provided at no additional charge to the Service
1400 Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

11.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

11.09.5 Kitchen Food Waste Pails. Contractor shall store, promote, and distribute a maximum of 150 MFD Kitchen Food Waste Pails per Calendar Year to be used by Service Recipients. Contractor is responsible for purchase of Kitchen Food Waste Pails delivered to Contractor's place of storage.

11.10 MFD Large Item Collection Service. This service is governed by the following terms and conditions:

11.10.1 Conditions of Service. Residents must contact their property manager for scheduling any large item pickup. Contractor must provide Large Item Collection Service to all MFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.10.2 Clean-ups. Contractor shall provide annually, two (2), on call Garbage collections one 20-yard debris box and four (4) on call Recycling and/or Organics collections one 20-yard debris box upon request of the customer within one week of the request.

11.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

Article 12. Commercial Service

12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide Commercial Collection Services to all Commercial Service Units in the Service Area, including MFD Service Units and those City Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the guidelines listed in this Section but are serviced as part of the Residential Collection Service. This service is governed by the following terms and conditions:

12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Solid Waste, Recyclable Materials, and Organics Waste are properly containerized in Collection Containers as appropriate where the Collection Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable Materials, and Organic Waste Carts in 32, 64, and 96-gallon sizes. Contractor must offer Garbage and Recyclable Materials Bins in 1, 2, 3, 4, and 6 and 8-cubic yard sizes and 1 and 2 cubic yard sizes for Organic Waste Bins. Contractor may offer Roll-off Containers in 10, 20, 30, and 40-cubic yard sizes, and Collection from

Compactors. The size of the container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need be placed outside the Collection Container. The base Commercial Collection Service will include Commercial Recycling Service as described in Section 12.04.2 below, and Commercial Organic Waste Collection Service as described in Section 12.05.5 below, with Commercial Service Units paying for such service.

12.01.2 Exemption waivers. Contractor shall be responsible for the distribution, collection and evaluation of waiver applications as appropriate and provide the City a recommendation to accept or deny waiver requests. Contractor shall develop waiver application forms and shall provide them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from AB 341 or SB 1383 requirements on the basis of physical space or de minimis generation and provide the City periodic recommendations and supporting documentation to deny or approve waivers, including a site visit and re-evaluation at least every five years as required by the SB 1383 Regulations.

12.01.3 Hours of Collection. Commercial Collection Service must be provided as set forth in Section 9.30.040 (G)Co of the Municipal Code, commencing no earlier than 5:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the Commercial Collection Service is adjacent to Residential Premises, then collection service will be provided no earlier than 7:00 a.m. Monday through Friday and 8:00am on Saturday. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial Collection Services for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service with as little disturbance as possible and must leave any Collection Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

12.02 Refresh Containers. At the start of this Agreement, Contractor must refresh commercial bins by repainting existing bins and providing labeling and lids consistent with all regulatory requirements. This project is to be completed by December 31, 2024.

12.02.1 Replacement of Collection Containers. Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the

1473 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Work Days at no cost or
1474 inconvenience to the Service Recipient.

1475 12.02.2 Repair of Collection Containers. Contractor is responsible for repair of Collection
1476 Containers. Within five (5) Work Days of notification by City or a Service Recipient of the need for such
1477 repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for
1478 repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container repair
1479 also includes the removal of graffiti from the Collection Container.

1480 12.02.3 Collection Container Exchange. Upon notification to Contractor by City or a Service
1481 Recipient that a change in their Collection Containers is required, or that collection containers are dirty,
1482 Contractor must deliver such replacement Collection Containers to such Service Recipient within five (5)
1483 Work Days. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
1484 per Calendar Year during the term of this Agreement. Contractor is allowed to charge the Service Unit for
1485 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
1486 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may
1487 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
1488 Containers are subject to the applicable Service Rate set forth in Exhibit 1.

1489 12.02.4 Ownership of Collection Containers. Ownership of Collection Containers distributed
1490 by Contractor is vested in Contractor.

1491 12.03 Commercial Garbage Collection Service.

1492 12.03.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1493 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1494 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1495 12.03.2 Size and Frequency of Service. This service must be provided as deemed
1496 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
1497 received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that
1498 Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service
1499 Unit and Contractor as long as the minimum frequency requirement is met. The size of the container and
1500 the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit
1501 and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be
1502 placed outside the Collection Container. Contractor must provide containers as part of the Commercial
1503 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own
1504 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and
1505 such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers
1506 used by Service Recipients must be owned and supplied by Contractor.

1507 12.03.3 Non-Collection. Contractor is not required to Collect any Commercial Solid Waste
1508 that is not placed in a Garbage Collection Container unless such Commercial Solid Waste is outside the

1509 Garbage Collection Container because of overflow. In the event of non-collection or overflow, Contractor
1510 must follow the steps as set forth in Section 5.13.

1511 12.03.4 Disposal Facility. All Solid Waste collected as a result of performing Commercial
1512 Solid Waste Collection Services must be transported to, and disposed of, at the Disposal Facility. In the
1513 event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of Solid Waste
1514 at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of a
1515 penalty as specified in Exhibit 4 and may result in Contractor being in default under this Agreement. City has
1516 the right to designate Disposal Facility and agrees to adjust Maximum Service Rates to reflect City's exercise
1517 of flow control rights.

1518 12.04 Commercial Recycling Service. This service is governed by the following terms and
1519 conditions:

1520 12.04.1 Conditions of Service. Contractor must provide Commercial Recycling Service to all
1521 Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in
1522 Recycling Collection Containers except as set forth below, where the Recycling Collection Containers are
1523 accessible. The Maximum Service Rates for Contractor's Commercial Recycling Services are set forth in
1524 Exhibit 1.

1525 12.04.2 Base Commercial Recycling Service. All Commercial Service Recipients
1526 subscribing to Commercial Solid Waste Collection Service must receive weekly collection of Recycling and
1527 Organic Materials with a minimum of at least one 64-gallon Recycling Cart and one 64-gallon Organics Cart,
1528 with costs paid by Service Recipient, except in the case of approved waivers as further described in Section
1529 12.01.2..

1530 12.04.3 Size and Frequency of Service. This service will be provided as deemed necessary
1531 and determined between Contractor and the Service Recipient, but such service must be received no less
1532 than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service
1533 scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and
1534 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection
1535 Container at the option of the Service Recipient. The size of the Collection Container and the frequency
1536 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.
1537 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed
1538 outside the Collection Container. Contractor may charge for Commercial Recycling Services above the
1539 weekly trash volume equivalent and must provide Recycling Collection Containers as a part of the Bundled
1540 Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor
1541 provided that the Service Recipient is completely responsible for its proper maintenance, and such
1542 Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used
1543 by Service Recipients must be owned and supplied by Contractor.

1544 12.04.4 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable
1545 Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid Waste

and Organic Waste. Furthermore, Contractor is not required to collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps as set forth in Section 5.07.

12.04.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services must be delivered to the Materials Recovery Facility listed in Exhibit 5. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

12.04.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid in accordance with Section 27.01.1 before undertaking any changes or revisions to such work.

12.04.7 Compliance with AB 341 & SB 1383. Contractor will develop and maintain its Commercial Recycling Service in a manner designed to assist City and the Service Recipients to achieve and maintain compliance with AB 341 and SB 1383. Contractor will notify Commercial Service Recipients of the requirements to comply with the laws by April 2024, and not less than annually thereafter. Contractor must provide the necessary volume of Collection Service to Commercial Service Units to be in full compliance with the law. In conjunction with the City's ordinance supporting full compliance with AB 341 and SB 1383 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year. Failure to conduct such outreach will result in a penalty as specified in Exhibit 4.

12.04.8 Additional Recycling Collection containers. Contractor must provide additional Recycling Collection Containers to Commercial Service Recipients above the minimum requirements within five (5) Work Days of request and may charge for such additional capacity set forth in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Commercial Recycling Service.

12.04.9 Interior Collection Containers. Contractor must, upon request, provide interior Recycling Collection containers to Commercial Service Recipients within five (5) Work Days of request.

12.05 Commercial Organic Waste Collection Service. This service is governed by the following terms and conditions:

12.05.1 Conditions of Service. Contractor must provide Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Collection Containers, where the Organic Waste Collection Containers are accessible, and where the Commercial Service Unit is not eligible for a waiver as further described in Section 12.01.2. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the specific

materials to be included the Service Recipient's Organic Waste Collection (i.e., Food Waste, Green Waste, combined Food and Green Waste). Contractor will charge for collection of Organic Waste with the rate specified in Exhibit 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts, and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit 1. Contractor will provide a sufficient number of Collection Containers and at a collection frequency to allow for any such Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection will occur Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste Collection.

12.05.2 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the organics processing facility accepts bagged organic waste, then Contractor is obligated to accept bagged Organic Waste.

12.05.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station listed in Exhibit 5. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor.

12.05.4 Organic Waste Collection Frequency. Contractor must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. If any such changes to collection frequency are adopted after Effective Date that result in Contractor being allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to reduce its collection costs as a result in a change in Garbage or Organic Waste collection frequency, Contractor must provide City with its estimate of reduced its costs and shall make adjustments to the Maximum Service Rates.

12.05.5 Base Commercial Organic Waste Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service must also receive weekly Organics collection, except if the Commercial Service Unit is eligible for a waiver as further described in Section 12.01.2.

12.05.6 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of Collection will be determined between the customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service

Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.05.7 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable Materials. Furthermore, Contractor is not required to collect Organic Waste that is contaminated through commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow the steps set forth in Section 5.07.

12.05.8 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 27.01.1 before undertaking any changes or revisions to such services.

12.05.9 Compliance with AB 1826 & SB 1383. Contractor will develop and maintain its Commercial Organic Waste Collection Service in a manner designed to assist City and Service Recipients to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify non-exempt covered businesses of the requirements to comply with the law in November 2023, and no less than annually thereafter. Contractor will offer to provide the volume of collection service that covered businesses require to be in compliance with the law. In conjunction with the City's ordinance supporting full compliance with AB 341, SB 1383 and AB 827 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-person outreach to all non-participating non-exempt commercial covered generators as specified in Section 12.03. Failure to conduct such outreach will result in a penalty as specified in Exhibit 4.

12.05.10 Additional Organic Waste Collection Containers. Contractor must provide additional Organic Waste Collection Containers to Service Recipients above the minimum requirements within five (5) Work Days of request at the rates listed in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

12.05.11 Interior Collection Containers. Contractor must, upon request, provide interior Organic Waste Collection containers to Commercial Service Recipients within five (5) Work Days of request.

Article 13. City Services

13.01 City Collection Conditions of Service. City Collection Services shall be governed by the following terms and conditions:

13.01.1 City Collection Services. Contractor shall provide Garbage, Recycling, and Organic Waste Collection Services to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and where applicable, subject to the conditions in this Section), where the Containers are not blocked and are accessible by Contractor's Collection Vehicles.

13.01.2 Contractor's Good Will. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to provide Collection Services under this Article at no cost to the City excepting excess service as provided in this Article, and warrants that such service shall neither impact the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

13.01.3 Containers on City Property. Contractor shall receive written permission from the City before placing any Collection Containers on City owned property for service, except that no such permission shall be needed to place Collection Containers at locations specified for such Containers in Exhibit 2.

13.01.4 City Parking Lots. Contractor shall limit the number of trips and the path of travel for Collection Vehicles in City parking lots.

13.01.5 City Facilities Container Service. City Facilities shall be provided Collection Services generally subject to the same terms and conditions as similar Service Units regarding Container specifications, repair, replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such services.

13.01.6 Frequency of Service. The frequency of collection may be designated by the City, but not to exceed six (6) times per week per container. City may change the City Service Units receiving service, and the container volume and Collection frequency provided to any City Service Unit, by written notice to Contractor.

13.02 City Clean-Up Services.

13.02.1 City's Enforcement Clean-Up Services. Within one (1) Work Day of a request from the Agreement Administrator, Contractor shall provide Roll-off Containers to support City's Enforcement Clean-Up Services in the Service Area. City shall be responsible for loading or arranging for loading of each Roll-off Container. Contractor shall collect, transport and deliver City Code Enforcement Clean-Up Services Garbage, Recyclable Material, and Organic Waste to a Disposal Facility, the Materials Recovery Facility, or Organics Processing Facility, as appropriate given the characteristics of the load. Contractor shall deliver, and collect, transport and process the City's Enforcement Clean-Up Services waste from up to 6 (6) Roll-off Containers each Agreement Year at no charge to the City. Contractor shall be entitled to charge the City for collected materials exceeding six (6) collections per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

13.02.2 Abandoned Waste/Illegal Dumping Reporting. When conducting service within the City, Contractor shall direct its Collection Vehicle drivers to report to Contractor sightings of illegal dumping of Waste by recording: (i) the addresses of any Service Area where Garbage, Recyclable Material, and/or

1691 Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage,
1692 Recyclable Material, and/or Organics Waste has been dumped. Contractor shall report to the City sightings
1693 and the recorded address within three (3) Work Days.

1694 13.02.3 Abandoned Waste/Illegal Dumping Clean-up. At City's direction, within 24 hours,
1695 Contractor shall collect, transport and process dumped items based on high volume sites throughout City
1696 and specific customer complaints, at no additional charge to City.

1697 13.03 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
1698 Containers and Collection Services at City-Sponsored Events upon request, including but not limited to those
1699 specified in Exhibit 2, at no cost to the City.

1700 13.04 Large Item Collection Service. Contractor shall collect Large Items, including E-Waste and
1701 Universal Waste, from City Services Units as listed on Exhibit 2 on an on-call basis on the same terms and
1702 conditions as are provided to SFD Service Units per Section 10.10 at rates specified in Exhibit 1.

1703 Article 14. Additional Services

1704 14.01 Compost Giveaway. At no cost to the City, Contractor shall deliver or cause to be delivered
1705 up to 100 cubic yards of landscaping-grade compost per year at a location of the City's choosing for the
1706 purpose of distribution to residents.

1707 14.02 Mulch or Compost Delivery. At no cost to the City, Contractor must assist City in arranging
1708 for produced compost/mulch, or other recovered organic waste products to comply with SB 1383
1709 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on between
1710 City and Contractor. Such Contractor assistance can be in the form of backhauling materials or setting aside
1711 locations for Service Recipients to pick up produced compost/mulch at an approved facility. Contractor
1712 agrees to provide up to 60 cubic yards of compost or mulch to the City annually.

1713 14.03 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to
1714 the City's Edible Food Recovery program as required under SB 1383. Contractor support may include
1715 educating commercial edible food generators, providing records of site visits, conducting education efforts,
1716 providing lists of food recovery organizations, and coordinating with Agreement Administrator. Collection
1717 Routes

1718 14.04 Service Routes. Contractor must provide City with maps precisely defining Collection
1719 routes.

1720 14.05 Initial Route Changes. Contractor agrees not to change any Residential Collection Services
1721 routes in effect as of the Effective Date of this Agreement prior to July 1, 2024, except for limited route
1722 changes that may be necessary for new development, and subject to review and approval by the City. After
1723 July 1, 2024, if any re-routing of Residential Collection services is necessary for collection efficiency,
1724 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than
1725 sixty (60) calendar days prior to the proposed date of implementation. Any such initial routing change may

1726 not affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and
1727 approval.

1728 14.06 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
1729 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
1730 implementation. Contractor may not implement any route changes without the prior review of the Agreement
1731 Administrator. If the change will change the Collection day for a Service Recipient, Contractor must notify
1732 those Service Recipients in writing of route changes not less than thirty (30) calendar days before the
1733 proposed date of implementation.

1734 14.07 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
1735 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
1736 agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to conduct the audits.
1737 Contractor has no responsibility or liability for the salary, wages, benefits or worker compensation claims or
1738 third party claims of any person designated by the Agreement Administrator to conduct such audits.

1739 14.08 Route Reviews.

1740 14.08.1 General Requirements. At least once annually, beginning in 2023, Contractor or its
1741 approved designee shall conduct a Route Review for each Collection Route. The number of Containers to
1742 review per Collection Route shall be calculated on the basis of the number of garbage accounts provided
1743 service by a specific Collection Route for one week. For example, "Route A" collects garbage from 250
1744 accounts, 4 days per week for a total of 1,000 accounts per week; include a minimum of 25 accounts for
1745 Route Review of "Route A". For each Route Review of a Collection Route, Contractor shall inspect at least
1746 the following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
1747 inspect all Containers placed for collection (including Recycling Containers, Organics Containers, and
1748 Garbage Containers). Each inspection shall involve lifting the Container lid and observing the contents but
1749 shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers
1750 to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB
1751 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every
1752 Container on a Hauler Route. Contractor shall include the results of each Route Review in its next regularly
1753 scheduled report to City, as required by Article 21 of this Amendment.

| <u>Route Size (# of garbage accounts/week)</u> | <u>Minimum Number of Containers</u> |
|--|-------------------------------------|
| Fewer than 1,500 | 25 |
| 1,500-3,999 | 30 |
| 4,000-6,999 | 35 |
| 7,000 or more | 40 |

1754 14.09 Billing Audit and Performance Reviews.

14.09.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is to determine that the amount which the Contractor is billing each Customer is correct regarding the level of service (i.e., frequency of collection, size of container, location of container) at the rates approved by City Council resolution. The Contractor shall review Customer accounts not less than annually and provide a written certification to the City that all such billing is correct. The documentation of the review, as well as verification that any errors have been corrected should be provided to the City annually.

14.09.2 Selection and Cost. City may conduct billing audit and performance reviews (together, "reviews") of Contractor's performance during the term of this Agreement, as provided herein. The reviews will be performed by the City or a qualified firm under contract to City. City will have the final responsibility for the selection of the firm. City may conduct reviews at any time during the term of the Agreement. City and Contractor agree to each pay fifty percent (50%) of the cost of the audits and performance reviews, up to a maximum of \$75,000, provided for under Section 14.09.

14.09.2.1 Full Reviews During Initial Term. City may conduct two (2) full reviews with costs apportioned as stated in Section 14.09.2 during the Initial Term of this Agreement. The purpose of these full reviews will be as described in Section 14.09.3 below.

14.09.2.2 Full Review During Extension Period. In the event that Contractor is granted an extension to the term of this Agreement as described in Section 2.02, City may conduct one (1) additional full review during each of the five (5) year extension periods. The purpose of this full review is described in Section 14.09.3. For each of these full review costs will be apportioned as stated in Section 14.09.2.

14.09.3 Purpose. The reviews will be designed to verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer, verify that Contractor is correctly billing for all services provided, Franchise Fees and other fees required under this Agreement have been properly calculated and paid to City, verify Contractor's compliance with the reporting requirements and performance standards of this Agreement, verify the diversion percentages reported by Contractor, and verify any other provisions of the Agreement. City (or its designated consultant) may utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant documents, on-site and field observations, and interviews. City (or its designated consultant) will review and document the items in the Agreement that require Contractor to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be documented and be formatted in a "compliance checklist" with supporting documentation and findings tracked for each of the identified items. The review will specifically include a determination of Contractor's compliance with the diversion requirements of Article 8, and the public outreach and education requirements of Article 17. City (or its designated consultant) may review the customer service functions and structure utilized by Contractor. This may include Contractor's protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by City (or its designated consultant) may include, but are not necessarily limited to:

1793 14.09.3.1 Interviews and discussions with Contractor's administration and
1794 management personnel;

1795 14.09.3.2 Review and observation of Contractor's customer service functions
1796 and structure;

1797 14.09.3.3 Review of public education and outreach materials;

1798 14.09.3.4 Interviews and discussions with Contractor's financial and
1799 accounting personnel;

1800 14.09.3.5 Interviews with route dispatchers, field supervisors and managers;

1801 14.09.3.6 Interviews with route drivers;

1802 14.09.3.7 Interviews with vehicle maintenance staff and observation of
1803 maintenance practices; and

1804 14.09.3.8 Review of on-route Collection Services, including observation of
1805 driver performance and collection productivity and visual inspection
1806 of residential routes before and after collection to evaluate cart
1807 placement and cleanliness of streets.

1808 14.09.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and
1809 provide all non-confidential requested data, including operational data, and other data reasonably requested
1810 by City within fifteen (15) Work Days of the request.

1811 14.09.5 Additional Billing Audit and Performance Review. In the event that the Billing Audit
1812 and Performance Review concludes, after considering follow up response information presented by
1813 Contractor that Contractor is not in compliance with the terms and conditions of this Agreement and such
1814 non-compliance is material, Contractor may be subject to administrative fees and penalties as described in
1815 Exhibit 4 as well as reimbursement to the City for the full cost of the audit plus any underpayments discovered
1816 during the Audit. Additionally, City may conduct an Additional Billing Audit and Performance Review beyond
1817 the two (2) specified in Section 14.09.2, to ensure that Contractor has cured any such area of non-
1818 compliance. Contractor will be responsible for the cost of any such Additional Billing Audit and Performance
1819 Review for a maximum cost of One-hundred Twenty Thousand Dollars (\$120,000) (starting on *January 1,*
1820 *2024*, and each *January 1st* thereafter, with the maximum cost for the review adjusted annually by the change
1821 in the CPI). For the purposes of a determination of non-compliance under this Agreement, Audit findings
1822 which result in underpayments of One Hundred Thousand Dollars (\$100,000) or more shall be deemed
1823 material.

1824 14.09.6 City Requested Program Review. City reserves the right to require Contractor to
1825 periodically conduct reviews of the Garbage, Recycling, and Organic Waste Collection Service programs,
1826 provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor and

without interfering with Contractor's operations. Such reviews could assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per customer, average volume of Organic Waste per setout per customer, participation level, contamination levels, etc. Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by Contractor.

14.10 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Waste collected in City by Contractor, provided that such cooperation can be accomplished at no additional cost to Contractor and without interfering with Contractor's operations.

Article 15. Collection Equipment

15.01 General Provisions. All equipment used by Contractor in the performance of services under this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so that liquids do not spill during Collection or in transit.

15.02 Collection Vehicles. Contractor may not use any Collection Vehicle that is more than ten (10) years old during the term of the Agreement. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City. If during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

15.03 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed. Collection Vehicles must also take photos, date and location stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera data must be accessible by City.

15.04 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use any Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor must report all instances of overweight vehicles to City as part of its quarterly Franchise Fee submittal described in Section 4.02, and as part of its Annual Reports to the City described in Section 19.03. Contractor may be assessed administrative charges as specified in Exhibit 4 as a result of exceeding an overweight vehicle rate of five percent (5.00%) in any Calendar Year during the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to collecting administrative charges for overweight vehicles, the City shall afford Contractor a reasonable opportunity to provide the Agreement Administrator documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include, but may be limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an anticipated, or in response to and actual, emergency event.

15.05 Registration; Inspection. All vehicles used by Contractor in providing Collection Services under this Agreement, except those vehicles used solely on Contractor's premises, are to be registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the California Highway Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and any safety compliance report, including, but not limited to, any report issued under California Vehicle Code sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway Patrol.

15.06 Safety Markings. All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

15.07 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without repetition and must have Contractor's name, Contractor's customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. Contractor must repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Agreement Administrator, but not less often than once every five years.

15.08 Bin and Roll-off Signage, Painting, and Cleaning. All metal bins and Roll-offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic bins and Roll-offs must

1903 display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or
1904 Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-offs should be free of dents and
1905 graffiti and newly painted at the start of this Agreement and painted as needed to maintain an orderly
1906 appearance throughout the term of the Agreement, but not less frequently than once every three years. Bins
1907 and Roll-offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary
1908 condition will be made by City. Roll-off covers shall be provided upon request.

1909 15.09 Vehicle Certification. For each Collection Vehicle used in the performance of services
1910 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
1911 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
1912 promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California
1913 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
1914 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
1915 and reports available for inspection upon request by the Agreement Administrator.

1916 15.10 Upon request, Contractor must submit to the Agreement Administrator verification that
1917 each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.
1918 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
1919 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
1920 ten (10) Work Days of the completion of such test. Contractor may not use any vehicle that does not pass
1921 such inspection.

1922 15.11 Equipment Maintenance. Contractor must maintain Collection equipment in a clean
1923 condition and in good repair at all times. All parts and systems of the Collection equipment must operate
1924 properly and be maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles
1925 at least once a week.

1926 15.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
1927 The log must at all times be accessible to City by physical inspection upon request of Agreement
1928 Administrator, and must show, at a minimum, each vehicle Contractor assigned identification number, date
1929 purchased or initial lease, dates of performance of routine maintenance, dates of performance of any
1930 additional maintenance, and description of additional maintenance performed.

1931 15.13 Equipment Inventory. On or before January 1, 2024, Contractor shall provide to City an
1932 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
1933 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
1934 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of
1935 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the
1936 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement
1937 Administrator, either by fax or e-mail, an updated inventory annually to the City or more often at the request
1938 of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle as
1939 determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be accompanied
1940 by a certification signed by Contractor that all Collection Vehicles meet the requirements of this Agreement.

15.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

1945 Article 16. Contractor's Office

1946 16.01 Contractor's Office. Contractor shall maintain a local office within Contra Costa County.
1947 Such office must be equipped with enough telephones that all Collection Service-related calls received
1948 during normal business hours are answered by an employee within five (5) rings. The office must have
1949 people in charge during Collection hours and must be open during such normal business hours, 8:00 a.m.
1950 to 5:00 p.m. on Monday through Friday. Contractor must provide either a local or toll-free telephone number
1951 that connects to the call center described in Section 19.02, and a telephone answering service or mechanical
1952 device to receive Service Recipient inquiries during those times when the office is closed. Calls received
1953 after normal business hours must be addressed the next Work Day morning.

1954 16.02 Customer Service Call Center. Contractor must maintain a Customer Service call center.
1955 Such office must be equipped with enough telephones that all customer service-related calls received during
1956 normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday and Saturday during Collection
1957 Service hours, are answered by an employee within five (5) rings.

1958 16.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
1959 emergency phone number where the Contractor can be reached outside of the required office hours.

1960 16.04 Multilingual/TDD Service. Contractor must always maintain the capability of responding to
1961 telephone calls in English and such other languages as City may direct. Contractor must always maintain
1962 the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD)
1963 Services.

1964 16.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
1965 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record
1966 all calls including any inquiries, service requests and complaints into a customer service log.

1967 16.05.1 All incoming calls will be answered at the local office or call center within three (3)
1968 minutes. Any call “on-hold” in excess of three (3) minutes must have the option to remain “on-hold” or request
1969 a “call-back” from a customer service representative. Contractor’s customer service representatives must
1970 return Service Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a
1971 minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all “call
1972 backs” must be attempted a minimum of one time prior to noon the next Work Day..

1973 Article 17. Contractor Support Services

| | | |
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| 1974 | 17.01 | Public Education |
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1975 17.01.1 City-Specific Website. Contractor shall maintain a City-specific website page that
1976 fully explains the Contractor's current services and rates, the diversion options available, and allows Service
1977 Recipients to submit service changes, inquiries, complaints or queries. The website must describe and
1978 promote the use of the available Recyclable Materials and Organics services. Contractor's local website
1979 must provide information specific to the City's programs. Contractor will ensure that information provided on
1980 the website is maintained and up to date. Content will include proper container set out, educational materials,
1981 newsletters and program descriptions.

1982 17.01.2 Recycling Resources. Contractor shall maintain accurate list of recyclable materials
1983 on its website, and promote proper recycling to all Service Recipients. Contractor shall consult, collaborate,
1984 and coordinate its recycling outreach and educational materials and activities with the City and incorporate
1985 the City's input on the Contractor's recycling resources and programs.

1986 17.01.3 School Education and Outreach. Contractor shall develop and utilize a program to
1987 educate on proper recycling that offers tools to assist with proper recycling for all ages. Educational
1988 information should include brochures, school resources such as recycling curriculums, Contractor shall
1989 develop and distribute educational material, and conduct onsite outreach annually to all school campuses in
1990 the franchise area. Materials must be approved by City before distribution. Examples include: Recyclable
1991 Materials list, Recycling tips, Food Waste collection and donation, and HHW education. Educational material
1992 shall be distributed to campuses by mail and/or in person on or before September 30th annually, and site
1993 visits must be completed by November 30th.

1994 17.01.4 MORE Compliance Notices. Contractor shall send Mandatory Organics Recycling
1995 (MORE) compliance notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to
1996 Organic Waste Collection Service with the Contractor, and/or do not provide an alternate method for
1997 Diverting Organic Waste, in conformance with SB 1383 and AB 1826. These notices shall also notify
1998 businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before the last
1999 day of the month following the end of the quarter.

2000 17.01.5 MCR Compliance Notices. Contractor shall send Mandatory Commercial Recycling
2001 (MCR) compliance notices quarterly to all eligible Commercial entities and MFD's that do not subscribe to
2002 recycling collection service with the Contractor, and/or do not provide an alternate method for diverting
2003 recyclable materials, in conformance with AB 341. These notices shall also notify businesses of
2004 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the
2005 month following the end of the quarter.

2006 17.01.6 MORE Site Visits. Contractor shall conduct site visits to all eligible Commercial
2007 entities and MFDs once per year for the first three years and thereafter every other year for businesses that
2008 subscribe to Organics Collection Service and every year for businesses that do not subscribe to organics
2009 collection service in conformance with SB 1383 and AB 1826. Contractor shall conduct visits on or before
2010 June 30th.

2011 17.01.7 MCR Site Visits. Contractor shall conduct site visits to all eligible Commercial
2012 entities and MFDs once per year for the first three years and thereafter every other year for businesses that
2013 subscribe to Recycling Collection Service and every year for businesses do not subscribe to Recycling
2014 Collection Service with the Contractor. Contractor shall conduct visits on or before June 30th.

2015 17.01.8 Compliance Reporting. Contractor shall report contaminations and overage
2016 issues.

2017 17.01.9 Right-sizing Containers. Contractor must right-size Collection Containers to
2018 maximize diversion from SFD, MFD and Commercial Service Recipients.

2019 17.01.10 Education and Outreach Materials. Contractor must implement public education
2020 and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB 341, AB
2021 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote
2022 recycling education and awareness upon request of the City.

2023 17.01.11 Service Recipient Personnel Training. Contractor shall advise and educate
2024 appropriate personnel (management, employees, janitors, etc.) at MFD and Commercial Service Units on
2025 methods and recommendations to increase recycling and decrease landfilling including best practices for
2026 recycling, waste reduction and availability and use of in-house recycling containers.

2027 17.01.12 Available Services Notice and Information. At least annually Contractor must
2028 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
2029 services offered. The notice must contain at a minimum (i) definitions of the materials to be Collected, (ii)
2030 procedures for setting out materials, (iii), Contractor's local customer service phone number, (iv) instructions
2031 on the proper filling of Containers, (v) instructions as to what materials may or may not be placed in
2032 Recyclable Materials or Organic Waste Containers, (vi), participation in Recycling and Organic Waste
2033 programs, (vii) the fees for overage and Contamination in the event of non-compliance, (viii) Large Items
2034 Collection Services The notice must be provided in English, and other languages as directed by the City,
2035 and must be distributed by Contractor no later than February 1st of each year.

2036 17.01.13 Tonnage Table. Contractor must provide as part of the Plan, a tonnage table
2037 segregated by SFD, MFD, Commercial, and Additional Services that estimates tonnages for Recyclable
2038 Material and Organic Waste delivered and processed, and the estimated residual tonnages for each
2039 calendar year of the Franchise Agreement.

2040 17.01.14 Environmental Stewardship. Upon request of the City, Contractor must describe
2041 all environmental management policies and activities related to the solid waste collection service, including
2042 the use of alternative fuel vehicles, reduction of air emissions and wear and tear on the City's streets, use
2043 of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource
2044 conservation activities within facilities (design, construction and operation), compliance with laws governing
2045 e-waste, HHW, and u-waste, and use of non-toxic products when possible.

2046 17.02 News Media Relations. Contractor will work with local media to ensure information is
2047 communicated to community (new programs, events, recycling information, etc.). Contractor to use options,
2048 such as; local Newspaper, Radio/TV News outlets, Websites and Social Media. Contractor will notify the
2049 Agreement Administrator by e-mail or phone of all requests for news media interviews related to the services
2050 covered under this Franchise Agreement within one (1) Work Day of Contractor's receipt of the request.
2051 When practicable, before responding to any inquiries involving controversial issues or any issues likely to
2052 affect participation or customer's perception of services, Contractor will discuss Contractor's proposed
2053 response with the City Agreement Administrator.

2054 17.03 Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling
2055 and/or Organic Waste programs by identifying "recycling all-stars" for recognition at a City Council meeting
2056 during each spring, beginning spring 2024.

2057 17.04 News Media Requests. Contractor will notify the Agreement Administrator by e-mail or
2058 phone of all requests for news media interviews related to the services covered under this Agreement within
2059 one (1) Work Day of Contractor's receipt of the request. When practicable, before responding to any inquiries
2060 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2061 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2062 17.04.1 Copies of draft news releases or proposed trade journal articles that use the name
2063 of City or relate to the services provided hereunder must be submitted to the Agreement Administrator for
2064 prior review and approval at least five (5) Work Days in advance of release, except where Contractor is
2065 required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in
2066 which case Contractor must submit such materials to City simultaneously with Contractor's submittal to such
2067 regulatory agency.

2068 17.04.2 Copies of articles resulting from media interviews or news releases that use the
2069 name of City or relate to the services provided hereunder must be provided to the City within five (5) Work
2070 Days after publication.

2071 17.05 Acceptable Materials Labeling. Contractor must affix to each Collection Container; a label
2072 or decal as may be required pursuant to the SB 1383 regulations that clearly lists Acceptable materials to
2073 be placed in these containers. All newly purchased Carts shall have coloring and labels consistent with all
2074 applicable laws and regulations.

2075 17.06 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to
2076 the City's Edible Food Recovery program as required under SB 1383. Contractor support may include
2077 educating commercial edible food generators, providing records of site visits, conducting education efforts,
2078 and providing lists of food recovery organizations. Contractor will assist the City in conducting Food Waste
2079 and Green Waste surveys and education by providing accurate and timely service data, conducting site
2080 visits, and distributing materials.

2081 17.07 Programs and Services. Contractor must provide additional educational and outreach
2082 services and programs as requested by City at a price to be mutually agreed upon between the Contractor

and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a mutually agreed upon price for the requested service or program, City has the right to procure the service of other vendors or contractors to provide the requested service.

17.08 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 5, Customer Service Plan included as Exhibit 7, and Collection Service Operations Plan included as Exhibit 8 that present the specific collection and processing programs that will be implemented in the City.

Article 18. Emergency Service

18.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event, Contractor must advise the Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The Agreement Administrator will try through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor will receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 provided Contractor has first secured written authorization and approval from City through the Agreement Administrator. City will be given equal priority and access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

18.02 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion. Contractor should follow protocol laid out in the City's Draft Disaster Debris Plan and any subsequent County or City Disaster Debris Plans, as applied to solid waste hauling and handling.

18.03 Compliance Reviews.

A. General Requirement. At least once annually, beginning in 2024, Contractor shall review the records of its Commercial and Multi-Family customers in City that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Materials and Recyclables service, to determine whether such customers are subscribed for Organic Materials collection service or have an applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly scheduled report to City.

B. Site Visit Requirement. Contractor shall conduct a site visit to each Commercial and Multi-Family customer in City that is determined to (a) not be enrolled in 3-container collection service, and (b) not be eligible for a waiver based on the City determination. Contractor shall conduct in-person site visits (i.e. direct customer contact) to provide educational material about the law's requirements to Commercial and Multi-Family customers, at least one time every 3 years. All Commercial and Multi-Family customers in the

2122 City shall receive a site visit from Contractor to affirm proper sorting procedures and sizing of containers at
2123 least one time every 5 years.
2124

2125 Article 19. Record Keeping and Reporting Requirements

2126 19.01 Record Keeping. Notwithstanding Article 47 herein:

2127 19.01.1 Accounting Records. Contractor must maintain full, complete and separate
2128 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection
2129 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2130 records will be subject to audit, copy, and inspection for the purposes set forth in Section 14.09.3. Gross
2131 receipts derived from provision of the Collection Services, whether such services are performed by
2132 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2133 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of
2134 not less than four (4) years following expiration or other termination hereof, full, complete and accurate
2135 records, including all cash, billing and disposal records, as indicated in the Agreement.

2136 19.01.1.1 City reserves the right to request audited, reviewed, or compiled
2137 financial statements prepared by an independent Certified Public Accountant, or as may be provided by
2138 Contractor or its parent company. In the event that Contractor does not maintain separate financial, or
2139 accounting records prepared specifically for services provided under this Agreement, Contractor may use
2140 industry standard allocation methods to provide financial information as applicable to the service provided
2141 under this Agreement.

2142 19.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
2143 of (i) Residential, MFD, and Commercial Solid Waste Collected and disposed under the terms of this
2144 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for
2145 no compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste by type,
2146 Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed under
2147 the terms of this Agreement

2148 19.01.3 Other Records. Contractor must maintain all other records reasonably related to
2149 provision of Collection Services, whether or not specified in this Agreement.

2150 19.01.4 Report Format. All reports to be submitted in a format approved by the City
2151 Contractor shall maintain, in form and format satisfactory to the City, an Implementation Record meeting the
2152 requirements of the SB 1383 Regulations and CalRecycle. Contractor shall be responsible for requesting
2153 information from the City for City-related activities such as procurement and outreach and education for
2154 maintenance of the Implementation Record.
2155

2156 19.02 Quarterly Reporting.

2157 19.02.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last

2158 day of the month following the end of Quarter in which the receipts are collected and must be provided

2159 electronically using software acceptable to the City. If the last day of the month falls on a day that City is

2160 closed or a holiday, then the report will be due on the next business day. Failure to submit complete quarterly

2161 reporting by the due date will result in penalties as specified in Exhibit 4.

2162 19.02.2 City Reports. Quarterly reports to City must include:

2163 19.02.2.1 Quarterly Payment Reporting. The payment report must include

2164 an accounting of Contractor's Gross Revenues received during the preceding Quarter, and the calculated

2165 Franchise Fee.

2166 19.02.2.2 Franchised Tonnage and Service Data. Contractor must report the

2167 number of unique SFD and MFD accounts serviced, the number of unique Commercial, and City accounts

2168 serviced, tonnage of Garbage, Recyclable Materials and Organic Waste collected and processed for

2169 diversion broken down by Container type, Quantities should be broken down by SFD, MFD, Commercial,

2170 and City Service Collection Services.

2171 19.02.2.3 Overweight Vehicle Reporting. The quarterly report must include

2172 a summary total of all instances of overweight Collection Vehicles. This summary must include the number

2173 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads

2174 transported during the reported quarter.

2175 19.02.2.4 Non-Collection. The quarterly report must include a summary of

2176 each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the

2177 Non-Collection Notice.

2178 19.02.2.5 On-hold. The quarterly report must include each Service Unit that

2179 was not billed in the previous quarter due to vacation hold, vacancy etc.

2180 19.02.2.6 Collection Overage Charges. The quarterly report must include

2181 each Service Unit incurring a charge for a Solid Waste Overage in the previous quarter.

2182 19.02.2.7 Contamination Reporting. To the extent required by Applicable

2183 Law, the quarterly report must include a summary of all instances of qualifying contamination under the

2184 procedures in Section 5.08. This summary must include the total number of accounts where contamination

2185 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,

2186 a list of accounts where such notices occurred, and the total number of instances where Collection

2187 Container size or Collection frequency was increased specifically due to contamination. Within twenty (20)

2188 Work Days of request by City, Contractor will provide copies of the Contamination Violation Notices and

2189 the digital documentation of contamination.

2190 19.03 Annual Reporting.

2191 19.03.1 General. An annual report must be submitted no later than 5 p.m. PT on January

2192 31, 2024 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that

2193 City is closed, then the report will be due on the next business day. Annual reports must be submitted

2194 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date

2195 will result in penalties as specified in Exhibit 4. Annual reports to City must include:

2196 19.03.1.1 Financial Statements. Contractor must submit upon request of the

2197 City, annual financial statements for the local operation. Statements need not be reviewed or audited

2198 statements and may be marked and kept confidential to the extent permitted by Applicable Law.

2199 19.03.1.2 Solid Waste Data. The number of SFD, MFD, MXD, Commercial,

2200 and City Service Units and the number of Collection Containers distributed by size and Service Unit type.

2201 19.03.1.3 Recycling Data. Gross tons Collected daily on average by material

2202 type by route for SFD, MFD, Commercial, and City Recycling service, with map of routes. The average

2203 participation rates by quarter relative to the total number of Service Units by Service Unit type. Indicate, by

2204 material type (and grade where appropriate), annual totals of Recyclable Materials processed including

2205 facility name and location., average cost or price received per ton and total recycling cost or revenue

2206 received for the year. Indicate any quantities, by material type, donated or otherwise disbursed without

2207 compensation. Indicate number of Recycling Collection Containers distributed by size and Service Unit

2208 type. Also provide annual totals and location for residue disposed. Include the number of route reviews

2209 conducted for prohibited contaminants and the number of Non-Collection Notices issued to Service

2210 Recipients

2211 19.03.1.4 Organic Waste Data. Indicate, by material type, monthly totals of

2212 Organic Materials processed including facility name and location. Provide total facility-wide and location for

2213 Residual rate. Include the number of route reviews conducted for prohibited contaminants and the number

2214 of Non-Collection Notices issued to Service Recipients.

2215 19.03.1.5 Customer Service Log. Upon request, a copy of the customer

2216 service log, including a summary of the type and number of complaints and their resolution. Copies of a

2217 written record of all calls related to missed pickups and responses to such calls.

2218 19.03.1.6 Overweight Vehicle Data. A summary of all instances of

2219 overweight Collection Vehicles. This summary must also include the number of overweight vehicle

2220 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar

2221 Year.

2222 19.03.1.7 .Collection Container and Vehicle Inventory. An updated complete

2223 inventory of Collection Containers by type and size, and an updated complete inventory of Collection

2224 Vehicles including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,

2225 license plate number, fuel type and vehicle make and model.

19.04 Reporting for Enforcement and CalRecycle
Contractor shall report or otherwise provide access to information on all activities as required by CalRecycle in advance of the City's reports to CalRecycle on August 1.

- A. For public education. Provide the following information:
1. Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).
 2. The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
 3. To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- B. For Route Reviews and Compliance Reviews. Provide the following information:
1. The date the review was conducted.
 2. The name and title of each person conducting the review.
 3. A list of the addresses covered by the review.
 4. For Route Reviews, a description of each Hauler Route reviewed, including Contractor's route number and a description of the Hauler Route area.
 5. For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken.
 6. For compliance reviews that Contractor performs pursuant to Section 5(e) of this Amendment, the results of such review (i.e., Contractor's findings as to whether the customers reviewed are subscribed for Organic Materials collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. account records).
 7. Copies of any educational materials issued pursuant to such reviews.
- C. Prohibited Container Contaminants. Provide the following documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:
1. Copies of the form of each notice issued to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
 2. The number of times notices were issued to customers for Prohibited Container Contaminants.
 3. The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

19.04.1.1 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor shall provide such reports as the City and/or CalRecycle requests. Contractor must report the total number of Commercial and MFD Service Units serviced and the number of containers, container sizes and frequency of collection for Garbage, Recyclable Materials and Organic Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following information separately for both AB 341 and AB 1826:

2269 19.04.1.2 The total number of non-exempt Commercial and MFD Service
2270 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2271 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recycling Collection
2272 Service or Commercial or MFD Organics Collection Service.

2273 19.04.1.3 A summary of the type of follow-up outreach that was provided to
2274 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial, MFD, or
2275 MXD Recycling Collection Service or Commercial or MFD Organics Collection Service.

2276 19.05 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
2277 annual reports to CalRecycle (the "Electronic Annual Report" or EAR, and Form 303), including but not
2278 limited to supplying required data for preparation of the reports, and completing all required data input in the
2279 CalRecycle website.

2280 19.05.1 In the event that CalRecycle requires City to report an Implementation Schedule to
2281 comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide
2282 assistance to City in preparing a report, including Contractor's policies and procedures related to compliance
2283 with AB 341, AB 1826, SB 1383, and other Applicable Laws and how Recyclable Materials or Organic Waste
2284 are collected, a description of the geographic area, routes, list of addresses served and a method for tracking
2285 contamination, copies of route audits, copies of notice of contamination, copies of notices, violations,
2286 education and enforcement actions issued, and copies of educational materials, flyers, brochures,
2287 newsletters, website, and social media.

2288 19.06 Additional Reporting. Contractor must furnish City with any additional reports as may
2289 reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

2290 Article 20. Nondiscrimination

2291 20.01 Nondiscrimination. In the performance of all work and services under this Agreement,
2292 Contractor may not discriminate against any person based on such person's race, sex, gender, gender
2293 identity, color, national origin, religion, marital status or sexual orientation. Contractor must comply with all
2294 applicable local, State and Federal laws and regulations regarding nondiscrimination, including those
2295 prohibiting discrimination in employment.

2296 Article 21. Service Inquiries and Complaints

2297 21.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
2298 Contractor. A representative of Contractor must be available to receive the complaints during normal
2299 business hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of
2300 loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall
2301 use its best efforts to assure that all employees present a neat appearance and conduct themselves in a
2302 courteous manner. All service complaints will be handled by Contractor in a prompt and efficient manner.
2303 Complaints must be addressed and resolved within three (3) Work Days. In the case of a dispute between

2304 Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement
2305 Administrator.

2306 21.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
2307 and complaints in a manner prescribed by City.

2308 21.01.2 For those complaints related to missed Collections, where Containers are properly
2309 and timely set out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit
2310 address and Collect the missed materials before leaving the Service Area for the day. For those complaints
2311 related to missed Collections that are received after 12:00 noon on a Work Day, Contractor will have until
2312 the end of the following Work Day to resolve the complaint. For those complaints related to repair or
2313 replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

2314 21.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
2315 Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections
2316 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
2317 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
2318 any consecutive two (2) month period the Agreement Administrator will work with Contractor to determine
2319 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,
2320 Contractor will notify the Agreement Administrator, by e-mail. The Agreement Administrator will investigate
2321 all disputed complaints and render a decision.

2322 21.01.4 Contractor's service and emergency telephone numbers must be accessible by a
2323 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's
2324 telephone directories under Contractor's name in the White Pages and available through an online search
2325 and listed on the Contractor's website.

2326 Article 22. Quality of Performance of Contractor

2327 22.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
2328 into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient
2329 satisfaction remains at the highest level, and that materials Collected are put to the highest and best use to
2330 the extent possible.

2331 22.02 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
2332 importance. In respect of this, Contractor agrees to pay City administrative charges and penalties as detailed
2333 in Exhibit 4 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be in
2334 breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public
2335 will necessarily suffer damages and that such damages, from the nature of the default in performance will
2336 be extremely difficult and impractical to fix. City finds, and the Contractor agrees, that as of the time of the
2337 execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages
2338 which will be incurred by City as a result of a breach by Contractor of its obligations under this Agreement.
2339 The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact

that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

22.03 Procedure for Review of Administrative Charges. The Agreement Administrator may assess administrative charges and penalties as specified in Exhibit 4 pursuant to this Agreement quarterly. At the end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written notice to Contractor ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

22.03.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

22.03.2 The Agreement Administrator will schedule a meeting between Contractor and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.

22.03.3 The City Manager will review Contractor's evidence and render a decision sustaining, reducing or reversing the administrative charges in whole or in part as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Contractor.

22.03.4 In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination will be final.

22.03.5 City's assessment or collection of administrative charges will not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

22.04 Uncontrollable Circumstances.

22.04.1 If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), government emergency orders, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party will be excused from performance hereunder during the period of such disability.

22.04.2 The party claiming excuse from performance must promptly notify the other party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.

22.04.3 The interruption or discontinuance of services by a party caused by circumstances outside of its control will not constitute a default under this Agreement.

Article 23. Performance Bond

23.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves this Agreement, Contractor must furnish to City, and keep current, a performance bond, for the faithful performance of this Agreement and all obligations arising hereunder in an amount as follows:

23.01.1 From July 1, 2023, and so long as this Agreement or any extension thereof remains in force, Contractor must maintain a performance bond in the amount of one million dollars (\$1,000,000).

23.01.1.1 The performance bond must be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

23.01.1.2 In the event City draws on the bond, all of City's costs of collection and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

23.01.1.3 The Performance Bond must be renewed annually for the entire term of the Agreement and evidence must be provided to City annually.

Article 24. Insurance

24.01 Insurance Policies. Contractor must secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work or services under this Contract. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives and subcontractors. Subcontractors shall supply Worker's Compensation and Employer Liability insurance for Subcontractor's employees.

24.02 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

24.02.1 Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.

24.02.2 Insurance Services Office Form No.CA 0001 (Ed. 11/20) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".

2407 24.02.3 Workers' Compensation insurance as required by the California Labor Code and
2408 Employers Liability Insurance.

2409 24.02.4 Contractor's Pollution Liability Insurance.

2410 24.03 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2411 24.03.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence
2412 for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a
2413 general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or
2414 the general aggregate limit must be \$5,000,000.

2415 24.03.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury
2416 and property damage. Umbrella Liability coverage may be utilized to obtain the required combined single
2417 limit amount.

2418 24.03.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as
2419 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

2420 24.03.4 Contractor's Pollution Liability: \$3,000,000 per occurrence and \$5,000,000
2421 aggregate.. Coverage shall include bodily injury or property damage arising out of the actual, alleged or
2422 threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from
2423 Contractor's operations.

2424 24.03.5 If Contractor maintains higher limits than the minimum shown above, the City
2425 requires and shall be entitled to coverage for those higher limits. Any available insurance proceeds in excess
2426 of the specified minimum limits of insurance and coverage shall be available to the City.

2427 24.04 Endorsements. The policies are to contain, or be endorsed via blanket form endorsement
2428 to contain, the following provisions:

2429 24.04.1 General Liability, Automobile and Environmental Liability Coverage.

2430 24.04.1.1 City, its officers, employees, agents and contractors are to be
2431 covered as additional insureds via blanket form endorsement as respects: Liability arising out of activities
2432 performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises
2433 owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor.
2434 The coverage must contain no special limitations on the scope of protection afforded to City, its officers,
2435 employees, agents and contractors.

2436 24.04.1.2 Contractor's insurance coverage must be primary insurance as
2437 respects City, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained
2438 by City, its officers, employees, agents or contractors will be in excess of Contractor's insurance and will
2439 not contribute with it.

2440 24.04.1.3 Any failure to comply with reporting provisions of the policies will
2441 not affect coverage provided to City, its officers, employees, agents, or contractors.

2442 24.04.1.4 Coverage must State that Contractor's insurance will apply
2443 separately to each insured against whom claim is made or suit is brought, except with respect to the limits
2444 of the insurer's liability.

2445 24.04.2 All Coverage. Each insurance policy, except Worker's Compensation and if
2446 applicable any umbrella policy required by this Agreement must be endorsed via blanket form endorsement
2447 to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event
2448 of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not
2449 order the cancellation of any required insurance policy or material change in insurance policy limits without
2450 thirty (30) days prior written notice to City by Contractor.

2451 24.05 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating
2452 of A-/VII or better.

2453 24.06 Verification of Coverage. Contractor must furnish City with certificates of insurance and
2454 with blanket form endorsements affecting coverage required by this Agreement. The certificates and
2455 endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind
2456 coverage on its behalf. Contractor must furnish City with a new certificate of insurance and blanket form
2457 endorsements on each renewal of coverage or change of insurers.

2458 24.06.1 Proof of insurance must be mailed to the following address, or any subsequent
2459 address as may be directed by the City:

2460 _____
2461 _____
2462 _____

2463 24.07 Subcontractors. Contractor must include all subcontractors performing services in the City
2464 as additional insureds under its policies or subcontractors must obtain separate certificates and
2465 endorsements. Subcontractors shall supply Worker's Compensation and Employer Liability insurance for
2466 Subcontractor's employees.

2467 24.08 Modification of Insurance Requirements. The insurance requirements provided in this
2468 Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if
2469 City's risk manager determines such modification or waiver is in the best interest of City considering all
2470 relevant factors, including exposure to City.

2471 24.09 Rights of Subrogation. All required insurance policies must preclude any underwriter's
2472 rights of recovery or subrogation against City with respect to matters related to Contractor's performance of
2473 its obligations under this Agreement, with the express intention of the parties being that the required
2474 insurance coverage protects both parties as the primary coverage for any and all losses covered by the

above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

24.10 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) calendar days to cure the defect. Should Contractor fail to correct this defect, City shall have the option to terminate this Agreement immediately.

Article 25. Defense and Indemnification

25.01 Defense and Indemnity of Third Party Claims/Liability. Contractor shall indemnify, defend with legal counsel reasonably approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with (1) the award of this Agreement or (2) Contractor's alleged performance of work hereunder or its alleged failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the active negligence or willful misconduct of City. . It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

25.01.1 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

25.02 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Article 24.

25.03 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City Indemnitees harmless from and against all fines or penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code section 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and

if the lack in meeting such goals are attributable to the failure of Contractor to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge. City agrees to reasonably cooperate in the defense of any such administrative proceeding at Contractor's cost. Contractor will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and Contractor.

25.04 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the City Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation, with respect to Solid Waste or Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation.

25.05 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

25.06 Obligation. This Agreement obligates Contractor to comply with the foregoing indemnification and hold harmless provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall not in any way be a limitation on Contractor's indemnification and defense obligations.

25.07 Subcontractors. Contractor must require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in Section 24.01 in which contract the subcontractor fully indemnifies City in accordance with this Agreement.

25.08 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to indemnify, hold harmless and defend City, its officers and employees will not extend to any loss, liability, penalty, damage, action or suit arising or resulting solely from acts or omissions constituting active negligence, willful misconduct, breach of this Agreement, or violation of law on the part of City, its officers or employees.

25.09 Damage by Contractor. If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at

2549 Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent
2550 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
2551 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
2552 owners as to damage to private property are civil matters and complaints of damage will be referred to
2553 Contractor as a matter within its sole responsibility and as a matter within the scope of Section 24.01
2554 [Indemnification].

2555 Article 26. Default of Agreement

2556 26.01 Termination. City may, subject to Contractor's right to cure a deficiency as set forth below
2557 in this section 27 below cancel this Agreement, by giving Contractor thirty (30) calendar days advance written
2558 notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

2559 26.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes a
2560 general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition
2561 or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the
2562 Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or
2563 consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2564 26.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
2565 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
2566 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
2567 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
2568 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
2569 null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default
2570 will be deemed immediate; or

2571 26.01.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule or
2572 any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver,
2573 trustee or liquidator takes possession or control of all or substantially all of the property of Contractor, and
2574 such possession or control continues in effect for a period of sixty (60) calendar days; or

2575 26.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
2576 administrative charges or other monies due City and such default is not cured within thirty (30) calendar days
2577 of receipt of written notice by City to do so; or

2578 26.01.5 Contractor has defaulted by allowing any final judgment for the payment of money
2579 owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of
2580 receipt of written notice by City to do so; or

2581 26.01.6 In the event that the monies due City under an unsatisfied judgment under Section
2582 26.01.4 above is the subject of a judicial proceeding, Contractor will not be in default if the sum of money is
2583 bonded. All bonds must be in the form acceptable to the City Attorney; or

26.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of a performance bond in accordance with Article 23, or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of written demand from City to do so and Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection Services for a period of three (3) consecutive Work Days, City may secure Contractor's records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of City under this Agreement to Contractor will cease and this Agreement may be terminated by City.

26.02 [RESERVED]

26.03 Effective Date. In the event of any the events specified above, and except as otherwise provided in such subsections, termination will be effective upon the date specified in City's written notice to Contractor and upon such date this Agreement will be deemed immediately terminated and upon such termination, except for payment of services rendered up to and including the date of termination, all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection Services as a result of Contractor's default in this Agreement.

26.04 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

26.05 Alternative Service. Should Contractor, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 22.04 [Uncontrollable Circumstances], refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during which Contractor is unable to provide such

services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from which such substitute Solid Waste services are immediately available and must reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide Collection services required by this Agreement.

26.06 Survival of Certain Contractor Obligation. Notwithstanding the termination of this Agreement by Contractor or City, Contractor's obligation to indemnify, defend and hold City and City Indemnitees harmless as provided in this Agreement shall survive termination for five (5) years from the date of termination. Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar instruments provided by Contractor under this Agreement and such policies, letters of credit, performance bonds and other instruments shall remain in full force and effect for one full year after termination.

Article 27. Modifications to the Agreement

27.01 City-Directed Change. City may, subject to the provisions of this section, direct certain changes in this Agreement to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. In the event City exercises the right to direct such changes, the Parties agree to meet and confer to discuss the impacts of such changes on Contractor's operations and the Service Rates authorized pursuant to this Agreement. The size of Collection Containers specified herein for Bundled Service are designed to meet the requirements of the State's recycling mandates including AB 341, AB 1826 and SB 1383, and to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics Waste Processing Facilities at the start of this Agreement. The capabilities and capacities of such facilities may change during the term of this Agreement; as such if Republic designated facilities are no longer capable of providing the Services required by this Agreement to City, then City reserves the right to redirect materials to alternate facilities and change the designated sizes of Carts and/or Bins in Bundled Services in accordance with any such changes. City will give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters and agrees to adjust Service Rates to reflect additional costs borne by Contractor. The scope and method of providing Collection Services as referenced herein will be liberally construed to include the procedures, operations and obligations, financial or otherwise, of Contractor. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 27.02.

27.01.1 Change in Law. City and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation, and that these and other changes in Applicable Law in the future which mandate certain actions or programs for

counties, municipalities or Contractor may require changes or modifications in some of the terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of the City Municipal Code, as it now exists or as it may be amended in the future (in a manner not inconsistent with this Agreement), will apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the Service Area. In the event any future change in Federal law or regulations, State or local law of regulation, or the City Code alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement will be adjusted in accordance with Section 28.01 and Section [Rates Section]. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any Change in Law or modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 27.02.

27.02 Arbitration. Arbitration shall be conducted by a single arbitrator. If, within twenty (20) calendar days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the parties), the parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to either (1) the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision, or (2) by agreement of the Parties. Each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-half of the costs of the arbitrator.

Article 28. Legal Representation

28.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing the same will not apply due to the joint contributions of both parties.

Article 29. Conflict of Interest

29.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial interest in Contractor's business within the meaning of Government Code section 1090 et seq. During the term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer, encourage or accept any prohibited financial interest in Contractor's business by any City employee or official.

Article 30. Contractor's Personnel

30.01 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services required under this Agreement and shall be responsible for ensuring its employees comply with this Agreement and all Applicable Laws related to their employment and position. Contractor's employees, officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as being employees or officials of City. City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of their duties under this Agreement.

30.02 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement Manager and must provide the name of that person in writing to City within thirty (30) calendar days prior to the Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar Year of this Agreement and any other time the person in that position changes. The Agreement Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection Services in the Service Area. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

Field Personnel. Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

30.03 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the Services, Contractor shall not, in any manner, employ any person or contract with any person so that any part of this Agreement is so performed by such person would be subject to the workers' compensation laws of the State of California unless and until Contractor gives City a certificate of consent to self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor hires any subcontractor who has employees to perform the any part thereof, then Contractor shall either require the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers' Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its subcontractors.

30.04 Employment & Labor Practices. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of

any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor under this paragraph shall survive termination of this Agreement.

30.05 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any and all subcontractors, if any, and shall require any subcontractors to maintain all applicable federal, state, and local licenses required for the work they are assigned to perform. Contractor shall require any subcontractors performing work in the City to enter into a written contract that requires such subcontractors to agree they are independent contractors and have no other agency relationship with City.

Article 31. Exempt Waste

31.01 Contractor is not required to Collect or dispose of Exempt Waste but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by Contractor must be in strict compliance with all Applicable Laws.

Article 32. Independent Contractor

32.01 In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to City employees and Contractor expressly waives any claim to such benefits.

32.02 Subcontractors. Contractor will require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that Contractor and subcontractor are independent contractors and have no other agency relationship with City.

Article 33. Laws to Govern

33.01 The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and govern the interpretation of this Agreement.

Article 34. Consent to Jurisdiction

34.01 The parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

2768

Article 35. Assignment

2769 35.01 No assignment of this Agreement or any right occurring under this Agreement may be
2770 made in whole or in part by Contractor without the express prior written consent of the City. City will have
2771 full discretion to approve or deny, with or without cause, any proposed or actual assignment by the
2772 Contractor. Any assignment of this Agreement made by Contractor without the express written consent of
2773 the City will be null and void and will be grounds for City to declare a default of this Agreement and
2774 immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such
2775 notice Contract will be deemed immediately terminated, and upon such termination all liability of City under
2776 this Contract to Contractor will cease, and City will have the right to call the performance bond and will be
2777 free to negotiate with other contractors, for the services that are the subject of this Agreement. In the event
2778 of any assignment approved by City, the assignee must fully assume all the liabilities of Contractor by way
2779 of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of
2780 Contractor may be undertaken upon notice to City, but without the requirement for its approval. For purposes
2781 of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled
2782 by, or is under common control with Contractor. Upon notification to the City, Contractor shall provide to the
2783 City a payment of \$150,000 for the city to perform its due diligence related to the requested Assignment.

2784 35.02 The use of a subcontractor to perform services under this Contract will not constitute
2785 delegation of Contractor's duties if Contractor has received prior written authorization from the Agreement
2786 Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor
2787 who will perform such services. Contractor will be responsible for directing the work of Contractor's
2788 subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole
2789 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
2790 approved subcontractor for reasonable cause.

2791

Article 36. Compliance with Laws

2792 36.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
2793 including, without limitation, the Clayton Municipal Code.

2794 36.02 City shall provide written notice to Contractor of any planned amendment of the Clayton
2795 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
2796 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's
2797 approval of such an amendment.

2798

Article 37. Permits and Licenses

2799 37.01 Contractor shall obtain, at its own expense, all permits, and licenses required by law or
2800 ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must
2801 provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and
2802 conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

2803 37.02 The Contractor must have a valid City Business Tax Certificate throughout the term of the
2804 Franchise Agreement.

2805 Article 38. Ownership of Written Materials

2806 38.01 Contractor hereby grants City a non-exclusive license as to all reports, documents,
2807 brochures, public education materials, and other similar written, printed, electronic or photographic materials
2808 developed by Contractor at the request of City or as required under this Agreement, and intended for public
2809 use, without limitation or restrictions on the use of such materials by City. Contractor may not use such
2810 materials that specifically reference City for other purposes without the prior written consent of the
2811 Agreement Administrator. This Article 38 does not apply to ideas or concepts described in such materials
2812 and does not apply to the format of such materials.

2813 Article 39. Waiver

2814 39.01 Waiver by City or Contractor of any breach for violation of any term covenant or condition
2815 of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any
2816 subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent
2817 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will
2818 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this
2819 Agreement.

2820 Article 40. Prohibition Against Gifts

2821 40.01 Contractor represents that Contractor is familiar with City's prohibition against the
2822 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
2823 designated employee any gifts prohibited by the City.

2824 Article 41. Point of Contact

2825 41.01 The day-to-day dealings between Contractor and City will be between Contractor and the
2826 Agreement Administrator.

2827 Article 42. Notices

2828 42.01 Except as provided in this Agreement, whenever either party desires to give notice to the
2829 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
2830 specified and to the place for giving of notice in compliance with the provisions of this Section. For the
2831 present, the parties designate the following as the respective persons and places for giving of notice:

2832 As to the City:

2833 _____

2834 _____
2835 _____
2836 As to the Contractor:
2837 _____
2838 _____
2839 _____

2840 42.02 Notices will be effective when received at the address as specified above. Changes in the
2841 respective address to which such notice is to be directed may be made by written notice.

2842 42.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
2843 may be given to Contractor orally by telephone at Contractor's local office or email with confirmation sent to
2844 Contractor through the Customer Service System by the end of the Workday.

2845 Article 43. Transition to Next Contractor

2846 43.01 In the event Contractor is not awarded an extension or new contract to continue to provide
2847 Collection Services following the expiration or early termination of this Agreement, Contractor will cooperate
2848 fully with City and any subsequent contractors to assure a smooth transition of services described in this
2849 Agreement. Such cooperation will include but not be limited to transfer of computer data, files and tapes;
2850 providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing
2851 a complete inventory of all Collection Containers; providing adequate labor and equipment to complete
2852 performance of all Collection Services required under this Agreement; taking reasonable actions necessary
2853 to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a
2854 location designated by the Agreement Administrator; coordinating Collection of Materials set out in new
2855 containers if new containers are provided for a subsequent Agreements and providing other reports and
2856 data required by this Agreement.

2857 Article 44. Contractor's Records

2858 44.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and
2859 accurate financial and accounting records, pertaining to cash, billing, and disposal transactions for the
2860 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.
2861 These records and reports are necessary for the City to properly administer and monitor the Agreement and
2862 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
2863 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
2864 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
2865 in the Agreement.

44.02 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit for the purposes set forth in Section 14.09.3, at any time during regular business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents will be provided to City electronically, available to City for inspection at the local Contractor office, or an alternate site if mutually agreed upon.

44.02.1 .

44.03 Where City has reason to believe that such records or documents may be lost or discarded in the event of the dissolution, disbandment or termination of Contractor's business, City may, by written request or demand of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents will be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

Article 45. Entire Agreement

45.01 This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties.

Article 46. Severability

46.01 If any provision of this Agreement or the application of it to any person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

Article 47. Right to Require Performance

47.01 The failure of City at any time to require performance by Contractor of any provision of this Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 48. All Prior Agreements Superseded

48.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation

2898 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
2899 oral or written.

2900 Article 49. Headings

2901 49.01 Headings in this document are for convenience of reference only and are not to be
2902 considered in any interpretation of this Agreement.

2903 Article 50. Exhibits

2904 50.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
2905 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
2906 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

2907 Article 51. Attorney's Fees

2908 51.01 If litigation is brought by a party in connection with this Agreement, the prevailing party will
2909 be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees,
2910 incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the
2911 enforcement of any of the terms, conditions, or provisions of this Agreement.

2912 Article 52. Effective Date

2913 52.01 This Agreement will become effective when it is properly executed by City and Contractor
2914 and Contractor will begin Collection Services under this Agreement as of July 1, 2023.

2915

2916 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
2917 date(s) below each signature.

2918 CITY OF CLAYTON ALLIED WASTE SYSTEMS, INC.

2919 A General Law City

2920 By: _____ By: _____

2921

2922

2923 Title: _____ By: _____

2924

2925

2926 ATTEST: _____ By: _____

2927 City Clerk

2928 APPROVED AS TO FORM

2929 City Attorney _____

2930 Secretary

2931 By: _____

2932

Exhibit 1

7/11/2023, 10:49 AM

| | C | D | E | F | G | H | I | J |
|----|--|------------------|----------------------------|------------------------------|-----------------------|--------------------------|-----------------------------|---|
| 1 | CONTRACT GROUP 9210304 - CLAYTON | | | | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | RATES Effective - January 1, 2024 | | | | | | 2024 PI= | 19.89% |
| 6 | TYPE | INFO CODE | STOP/RATE /DISTRICT | DESCRIPTION | SENIOR or BASE | 2024 MONTHLY RATE | 2024 BI-MONTHLY RATE | BI-MONTHLY RATE (Includes one MSW, Recycle, and Yard Waste Container, and one Road Fee and Street Sweeping charge) |
| 7 | TRASH | F50 | G/R/04 | 20g MSW | BASE | \$ 18.52 | \$ 37.04 | \$ 74.68 |
| 8 | TRASH | F51 | G/R/04 | 32g MSW | BASE | \$ 20.69 | \$ 41.38 | \$ 79.03 |
| 9 | TRASH | F53 | G/R/04 | 64g MSW | BASE | \$ 38.62 | \$ 77.24 | \$ 114.94 |
| 10 | TRASH | F54 | G/R/04 | 96g MSW | BASE | \$ 43.76 | \$ 87.52 | \$ 125.23 |
| 11 | | | | | | | | |
| 12 | TRASH | F55 | G/R/04 | 64g MSW (2) | BASE | \$ 77.24 | \$ 154.48 | \$ 192.27 |
| 13 | TRASH | F57 | G/R/04 | 96g MSW (2) | BASE | \$ 87.52 | \$ 175.04 | \$ 212.86 |
| 14 | TRASH | F58 | G/R/04 | 96g MSW (3) | BASE | \$ 131.28 | \$ 262.56 | \$ 300.48 |
| 15 | | | | | | | | |
| 16 | TRASH | C20 | G/R/04 | 20g Road Fee | ROAD FEE | \$ 0.02 | \$ 0.04 | |
| 17 | TRASH | C32 | G/R/04 | 32g Road Fee | ROAD FEE | \$ 0.03 | \$ 0.05 | |
| 18 | TRASH | C64 | G/R/04 | 64g Road Fee | ROAD FEE | \$ 0.05 | \$ 0.10 | |
| 19 | TRASH | C96 | G/R/04 | 96g Road Fee | ROAD FEE | \$ 0.05 | \$ 0.11 | |
| 20 | | | | | | | | |
| 21 | TRASH | C65 | G/R/04 | 64g Road Fee (2) | ROAD FEE | \$ 0.10 | \$ 0.19 | |
| 22 | TRASH | C97 | G/R/04 | 96g Road Fee (2) | ROAD FEE | \$ 0.11 | \$ 0.22 | |
| 23 | TRASH | C98 | G/R/04 | 96g Road Fee (3) | ROAD FEE | \$ 0.16 | \$ 0.32 | |
| 24 | | | | | | | | |
| 25 | RECYCLE | G03 | R/R/04 | 64g RECYCLING | BASE | \$ 7.49 | \$ 14.98 | |
| 26 | RECYCLE | RC1 | R/R/04 | 1 Additional Recycling Cart | BASE | \$ - | \$ - | |
| 27 | RECYCLE | RC2 | R/R/04 | 2 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 28 | RECYCLE | RC3 | R/R/04 | 3 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 29 | RECYCLE | RC4 | R/R/04 | 4 Additional Recycling Carts | BASE | \$ - | \$ - | |
| 30 | | | | | | | | |
| 31 | YARDWASTE | L01 | Y/R/04 | 64g YARDWASTE | BASE | \$ 10.31 | \$ 20.62 | |
| 32 | YARDWASTE | YA1 | Y/R/04 | 1 Additional Yardwaste Cart | BASE | \$ - | \$ - | |
| 33 | YARDWASTE | YA2 | Y/R/04 | 2 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 34 | YARDWASTE | YA3 | Y/R/04 | 3 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 35 | YARDWASTE | YA4 | Y/R/04 | 4 Additional Yardwaste Carts | BASE | \$ - | \$ - | |
| 36 | | | | | | | | |
| 37 | STREET SWEEPING | V75 | G/R/04 | STREET SWEEPING | BASE | \$ 1.00 | \$ 2.00 | |

| | B | C | D | E | F |
|----|--|---------------|--------------|----------|-----------|
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 5 | 1yd | 1 x per wk | \$ 224.75 | \$ 0.24 | \$ 91.98 |
| 6 | 1yd | 2 x per wk | \$ 453.59 | \$ 0.48 | \$ - |
| 7 | 1yd | 3 x per wk | \$ 680.29 | \$ 0.73 | \$ - |
| 8 | 1yd | 4 x per wk | \$ 907.23 | \$ 0.97 | \$ - |
| 9 | 1yd | 5 x per wk | \$ 1,133.92 | \$ 1.21 | \$ - |
| 10 | Extra | | \$ 67.53 | \$ 0.07 | \$ 83.49 |
| 11 | | | \$ - | 0 | \$ - |
| 12 | 2yd | 1 x per wk | \$ 349.18 | \$ 0.37 | \$ 183.96 |
| 13 | 2yd | 2 x per wk | \$ 698.24 | \$ 0.75 | \$ - |
| 14 | 2yd | 3 x per wk | \$ 1,047.37 | \$ 1.12 | \$ - |
| 15 | 2yd | 4 x per wk | \$ 1,396.54 | \$ 1.50 | \$ - |
| 16 | 2yd | 5 x per wk | \$ 1,745.61 | \$ 1.87 | \$ - |
| 17 | Extra | | \$ 90.17 | \$ 0.10 | \$ 66.73 |
| 18 | | | \$ - | 0 | \$ - |
| 19 | 3yd | 1 x per wk | \$ 471.59 | \$ 0.51 | \$ 220.74 |
| 20 | 3yd | 2 x per wk | \$ 943.14 | \$ 1.01 | \$ - |
| 21 | 3yd | 3 x per wk | \$ 1,414.67 | \$ 1.51 | \$ - |
| 22 | 3yd | 4 x per wk | \$ 1,886.23 | \$ 2.02 | \$ - |
| 23 | 3yd | 5 x per wk | \$ 2,357.78 | \$ 2.52 | \$ - |
| 24 | Extra | | \$ 112.55 | \$ 0.12 | \$ - |
| 25 | | | \$ - | 0 | \$ - |
| 26 | 4yd | 1 x per wk | \$ - | \$ - | \$ 231.76 |
| 27 | 4yd | 2 x per wk | \$ - | \$ - | \$ - |
| 28 | 4yd | 3 x per wk | \$ - | \$ - | \$ - |
| 29 | 4yd | 4 x per wk | \$ - | \$ - | \$ - |
| 30 | 4yd | 5 x per wk | \$ - | \$ - | \$ - |
| 31 | Extra | | \$ 146.35 | \$ 0.16 | \$ - |
| 32 | | | \$ - | 0 | \$ - |
| 33 | 5yd | 1 x per wk | \$ - | \$ - | \$ - |
| 34 | 5yd | 2 x per wk | \$ - | \$ - | \$ - |
| 35 | 5yd | 3 x per wk | \$ - | \$ - | \$ - |

| | B | C | D | E | F |
|----|--|---------------|--------------|----------|-----------|
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 36 | 5yd | 4 x per wk | \$ - | \$ - | \$ - |
| 37 | 5yd | 5 x per wk | \$ - | \$ - | \$ - |
| 38 | Extra | | \$ 168.87 | \$ 0.18 | \$ - |

| | B | C | D | E | F |
|----|--|---------------|--------------|----------|-----------|
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 40 | 6yd | 1 x per wk | \$ - | \$ - | \$ - |
| 41 | 6yd | 2 x per wk | \$ - | \$ - | \$ - |
| 42 | 6yd | 3 x per wk | \$ - | \$ - | \$ - |
| 43 | 6yd | 4 x per wk | \$ - | \$ - | \$ - |
| 44 | 6yd | 5 x per wk | \$ - | \$ - | \$ - |
| 45 | Extra | | \$ 202.60 | \$ 0.22 | \$ - |
| 46 | | | \$ - | 0 | \$ - |
| 47 | 8yd | 1 x per wk | \$ - | \$ - | \$ - |
| 48 | 8yd | 2 x per wk | \$ - | \$ - | \$ - |
| 49 | 8yd | 3 x per wk | \$ - | \$ - | \$ - |
| 50 | 8yd | 4 x per wk | \$ - | \$ - | \$ - |
| 51 | 8yd | 5 x per wk | \$ - | \$ - | \$ - |
| 52 | Extra | | \$ 247.67 | \$ 0.27 | \$ - |
| 53 | | | \$ - | 0 | \$ - |
| 54 | 32 gal can | 1 x per wk | \$ 38.63 | \$ 0.04 | \$ - |
| 55 | 32 gal can | 2 x per wk | \$ 77.25 | \$ 0.08 | \$ - |
| 56 | 32 gal can | 3 x per wk | \$ 115.89 | \$ 0.12 | \$ - |
| 57 | 32 gal can | 4 x per wk | \$ 154.51 | \$ 0.17 | \$ - |
| 58 | 32 gal can | 5 x per wk | \$ 187.29 | \$ 0.20 | \$ - |
| 59 | Extra | | \$ 18.39 | \$ 0.02 | \$ - |
| 60 | | | \$ - | 0 | \$ - |
| 61 | 64 gal cart | 1 x per wk | \$ 63.51 | \$ 0.07 | \$ 45.98 |
| 62 | 64 gal cart | 2 x per wk | \$ 146.49 | \$ 0.16 | \$ - |
| 63 | 64 gal cart | 3 x per wk | \$ 229.43 | \$ 0.24 | \$ - |

| | | | | | |
|----|---|------------|-----------------------------|----------|-----------|
| | B | C | D | E | F |
| 1 | Clayton Commercial Rates - Effective 1/1/24 | | | | |
| 2 | "NOTE: The 19.89% rate adjustment effective January 1, 2024 reflects costs associated with implementation of State mandated costs to the City for SB 1383 compliance requirements." | | | | |
| 3 | 2024 Increase | 19.89% | | | |
| 4 | Service level | Frequency | Monthly Rate | Road Fee | Recycling |
| 64 | 64 gal cart | 4 x per wk | \$ 312.30 | \$ 0.34 | \$ - |
| 65 | 64 gal cart | 5 x per wk | \$ 395.30 | \$ 0.42 | \$ - |
| 66 | Extra | | \$ 35.61 | \$ 0.04 | \$ - |
| 67 | \$ - | | | 0 | \$ - |
| 68 | 96gal cart | 1 x per wk | \$ 94.13 | \$ 0.10 | \$ 45.98 |
| 69 | 96gal cart | 2 x per wk | \$ 205.76 | \$ 0.22 | \$ - |
| 70 | 96gal cart | 3 x per wk | \$ 317.68 | \$ 0.34 | \$ - |
| 71 | 96gal cart | 4 x per wk | \$ 429.58 | \$ 0.46 | \$ - |
| 72 | 96gal cart | 5 x per wk | \$ 541.44 | \$ 0.58 | \$ - |
| 73 | Extra | | \$ 55.16 | \$ 0.06 | \$ - |
| 74 | \$ - | | | | |
| 75 | 96 gal yw | Cart | | | \$ 10.31 |
| 76 | | | | | |
| 77 | Industrial | Rate | Road Fee .41¢ Tons Included | | |
| 78 | Compactors | \$555.38 | \$0.59 | None | |
| 79 | Regular | \$701.36 | \$0.75 | One | |
| 80 | Minimum Charge | \$714.02 | \$0.76 | | |
| 81 | Excess Disposal | \$140.94 | \$0.15 | | |
| 82 | Dry Run | \$150.00 | | | |
| 83 | *Minimum charge if no pulls in a calendar month. | | | | |

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Exhibit 2

List of City Properties and Service Levels

[illegible]

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Exhibit 3

Collection Container Specifications

E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 20, 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance.

E4.01.8

E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor must provide Bins having an approximate volume of 1, 2, 3, 4, and 8-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning” Bins must be labelled in English and Spanish.

E4.02.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (

E4.03 Roll-off Container Specifications.

Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20,35, 40 cubic yards.

E4.04 Kitchen Food Waste Pails

Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to SFD and MFD Service Units in the Service Area, including to new Service Units that are added to Contractor’s Service Area during the term of this Agreement. The initial distribution of Kitchen Food Waste Pails must be completed no later than April 1, 2024 along with educational outreach materials as approved by City and will be provided at no additional charge (one (1) pail per Dwelling Unit).

E4.05 Containers End of Life

Collection Containers must be recycled at the end of their useful life.

E4.06 Containers Purchase

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Exhibit 4

Administrative Charges and Penalties

| Item | | Amount if Not Cured in 30 Days | If Cured in 30 Days |
|------|--|--|------------------------|
| a. | Failure to respond to each complaint within three (3) Work Days of receipt of complaint. | \$100 per incident per Service Recipient. | |
| b. | Failure to maintain call center hours as required by this Agreement. | \$100 per day. | -0- |
| c. | Failure to submit to City all reports by the deadlines required under the provisions of this Agreement. | \$100 per day. | -0- |
| d. | Failure to include all parts of quarterly and annual reports specified in Sections 0 and 19.03 in the submitted report | \$100 per day. | -0- |
| e. | Failure to submit to City all payments by the deadlines required under the provisions of this Agreement. | 1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late. | |
| f. | Failure for Collection Container to be compliant with specifications of Exhibit 4. | \$50.00/each Collection Container not compliant. | -0- |
| g. | Failure for Collection Container to be compliant with SB 1383 labeling requirements. | \$50.00/each Collection Container not compliant. | -0- |
| h. | Failure to display Contractor's name and customer service phone number on Collection Vehicles. | \$100 per incident per day. | -0- |
| i. | Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year. | \$1,000 per Calendar year, plus \$10 per incident per day. | -0- |
| j. | Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year. | \$1,000 per Calendar year, plus \$10 per incident per day. | |
| k. | Failure to maintain collection hours as required by this Agreement. | \$100 per day. | -0- |
| l. | Failure to have Contractor personnel in Contractor-provided uniforms. | \$25 per day per employee. | -0- |

| Item | | Amount if Not Cured in 30 Days | If Cured in 30 Days |
|------|---|--|--|
| m. | Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.13. | \$100/day for failure to implement correction plan. | Submit for approval to City and implement plan of correction to City within 30 days. |
| n. | Vehicle fluid leak incidents from the same Contractor Collection Vehicle in excess of three (3) during a calendar year. | | \$1,500 per incident in excess of three (3) |
| o. | Failure of Contractor to provide proof of performance bond as required by this Agreement | Agreement Default | \$500 per day |
| p. | Failure of Contractor to provide proof of insurance as required by this Agreement | Agreement Default | \$500 per day |
| r. | Failure to Collect holiday trees on Collection Days. | \$25 per day. | -0- |
| s. | Failure to commence service to a new Service Recipient within seven (7) days after order. | \$150 per day | -0- |
| t. | Failure to initially respond to a Service Recipient complaint within one (1) business day. | \$50.00 per failure to resolve customer complaint or request | -0- |
| u. | Failure to Perform Public Education and Outreach Tasks | \$100 per incident per day. | -0- |

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Exhibit 5
City-Approved Processing and Disposal Facilities

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The City has approved the following Disposal Facilities, Organic Waste Processing Facilities, Material Recycling Facilities, and Transfer Stations to manage the specified services and otherwise assist the Contractor in the performance of the requirements of the Agreement. The Maximum Services Rates in Exhibit 1 assume all material is delivered to the approved facility. Any City-directed changes to any other non-approved facility will be considered a City-directed change in accordance with Section 27.01. The capabilities and capacities of such facilities may change during the term of this Agreement; as such City reserves the right to redirect materials to alternate facilities in accordance with any such changes. no

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Disposal Facility

| Approved City Facilities | | | |
|--------------------------|-----------|--------|-----------------------------|
| SWIS Number | Site Name | County | Enforcement Agency (LEA/EA) |
| | | | |
| | | | |

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Transfer and Processing Facilities

| Approved City Facilities | | | |
|--------------------------|-----------|--------|-----------------------------|
| SWIS Number | Site Name | County | Enforcement Agency (LEA/EA) |
| | | | |
| | | | |
| | | | |
| | | | |

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Exhibit 6
Acceptable Recyclable and Organic Waste Materials

Recyclable Materials include but are not limited to:

| | |
|-----------------------------|--------------------------|
| Aluminum cans | Magazines/catalogs |
| Aerosol cans | Newspaper |
| Aseptic containers | Paper |
| Brochures | Paper tubes |
| Cardboard | Phone books |
| Cereal boxes | Pizza boxes-clean only |
| Computer paper | Plastic containers #1-#7 |
| Coupons | Plastic film |
| Envelopes | Plastic milk jugs |
| Frozen food boxes and trays | Plastic bags |
| Glass bottles/jars | Tin cans |
| Glass cosmetic bottles | Tissue boxes |
| Junk mail | Wrapping paper |
| Laundry bottles | |

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Organic Waste Materials include but are not limited to:

| | |
|----------------|----------------------------|
| Small Branches | Food Scraps |
| Grass | Egg Shells |
| Leaves | Meat and bone |
| Plants | Coffee filters and grounds |

| | |
|----------------|-----------------------|
| Weeds | Waxed Cardboard |
| Brush | Napkins |
| Untreated wood | Paper towels |
| | Paper plates and cups |
| | Pizza Boxes |
| | Paper Egg cartons |

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City of Clayton

Republic Extension

July 18, 2023

AGENDA

1. SB 1383 Overview

2. Background on Contract

3. Rate Proposal

4. Restated Agreement

BACKGROUND

Senate Bill (SB) 1383:

- Sets **statewide mandates** for organics recovery efforts
- Builds on prior law to **incrementally reduce disposal** of organic waste
- Requires **all generators** to be provided organic waste recycling services
- **Edible food recovery**
- City obligated by CalRecycle CAP to meet deadlines

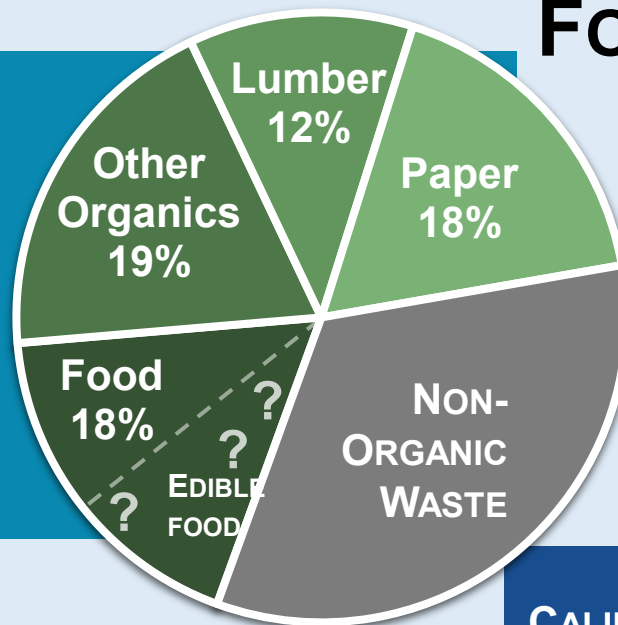
WHAT ARE ORGANICS?

- Food
- Green waste
- Landscape & Pruning
- Organic Textiles Carpets
- Paper products
- Printing/ Writing paper
- Lumber
- Wood
- Manure
- Digestate
- Biosolids
- Sludges

BACKGROUND

CALIFORNIA GENERATES
**APPROXIMATELY
20-23 MILLION TONS**
OF ORGANIC WASTE
EVERY YEAR

*THAT'S TWO-THIRDS
OF OUR WASTE
STREAM!*



IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE



**1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN**

CALIFORNIA THROWS AWAY
5.6 MILLION TONS
OF FOOD WASTE EVERY
YEAR!

BACKGROUND

Landfilled Organic Waste Emits

Methane Gas

A Super Pollutant

More Powerful than CO₂

Methane Gas Contributes to
Climate Change in California



CALIFORNIA
is already experiencing
the impacts of
CLIMATE CHANGE

IN 2015 THE DROUGHT COST THE
AGRICULTURE INDUSTRY IN THE
CENTRAL VALLEY AN ESTIMATED
\$2.7 BILLION & 20,000 JOBS

BACKGROUND

Local Agency Responsibilities



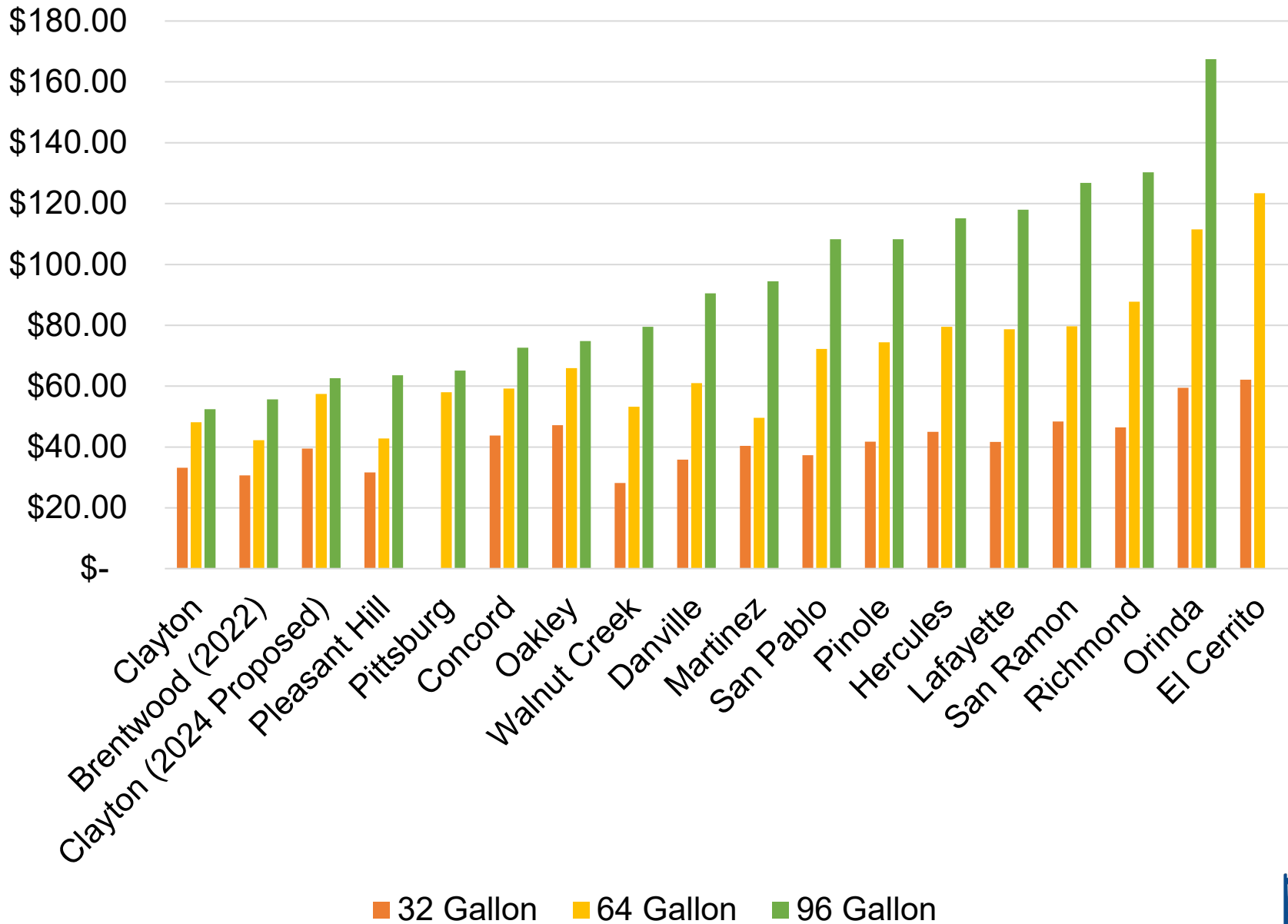
Most requirements match and expand upon AB 1826

- Corrective Action Plan provides additional time for compliance
 - Most actions require amendment to contract
- Edible food recovery program
- Procurement
- Organics service roll-out
 - AB 1826 covered businesses received organics service
 - Remainder of businesses to be evaluated for waivers or provided service

Contract Background

- August 2011 Contract
 - 2 optional 6-month extensions via December amendment
 - Current extension through June 30, 2023
- Three-container system provided
 - Organic waste (yard trimmings) sent for beneficial reuse at landfill
 - SB 1383 requires yard trimmings & food waste to be diverted
- Cart colors

Residential Rate Comparison



Rate Proposal

- 10-year extension request
 - SB 1383 required programs covered
 - Republic asked for 25.51% increase
 - City countered by removing replacement of residential carts.
 - Proposed one-time increase of 19.89%, comprising approximately of:
 - Costs for sending organics to processing ~ 12%
 - Changes in recycling markets ~2%
 - Labor and equipment for organics service ~3%
 - Compost giveaway, Recyclist software, bin lids, outreach flyers, negotiations reimbursement ~2%
 - Clayton's residential rates after increase still competitive with surveyed communities

Rate Proposal

| Container Size | Current Rate | 2024 Rate | \$ Increase |
|----------------|--------------|-----------|-------------|
| 20 gallon | \$31.32 | \$37.34 | \$6.02 |
| 32 gallon | \$33.14 | \$39.52 | \$6.38 |
| 64 gallon | \$48.11 | \$57.47 | \$9.36 |
| 96 gallon | \$52.41 | \$62.62 | \$10.21 |

Restated Agreement

- **Republic Agreement Restated**
 - Modernized provisions
 - Restatement would not change other requirements
- **Will facilitate meeting Unfunded State Mandate requirements**

➤ Hauler Responsibilities

- Base level of service is garbage, recycling, and organics
 - Universal roll-out by January 1, 2024
 - Residential food waste by December 31, 2024
- Outreach, education inspection for all generators
- Container compliance (costs deferred)
 - All new containers meet new color and labeling standards
 - Current containers will not meet
 - Commercial bins will meet by 12/24
- Route reviews & contamination tagging
- Evaluation of waivers & recommendation to City
- Edible food generator identification
- Compost giveaways
- Reporting
 - State reporting
 - Reporting on non-compliance to City



Example of Martinez colors

➤ City Responsibilities

- Recordkeeping & Reporting to CalRecycle
- Coordinated Outreach, Engagement, and Education
- Edible Food Recovery Program
- Procurement
 - Recycled content & recyclable paper
 - Compost/mulch
- Issuance of Notices of Violation and penalties

Questions & Comments



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Larry Theis, City Engineer

DATE: July 18, 2023

SUBJECT: Approve Funding Agreement between Contra Costa Transportation Authority and City of Clayton for Cost Sharing Commitments to Design and Construct the Countywide Smart Signals Project

RECOMMENDATION

City staff recommends the City Council approve the proposed Funding Agreement between Contra Costa Transportation Authority and City of Clayton for Cost Sharing Commitments to Design and Construct the Countywide Smart Signals Project.

BACKGROUND

Approximately every 3 to 4 years, the federal government appropriates transportation funding through the Federal Highway Administration which trickles down through the state then to the Metropolitan Transportation Commission (MTC) for the Bay Area. MTC distributes these federal transportation funds through a program called One Bay Area Grant, which is in its third iteration (OBAG3) for projects that improve safety, spur economic development, and help the Bay Area meet climate change and air quality improvement goals.

The Contra Costa Transportation Authority (CCTA) is the regional congestion management agency which determines the best use of these funds for Contra Costa County. With OBAG3, CCTA took a more regional approach by splitting the funding into two major groups: 1) competitively selected Active Transportation and Safety (ATS) projects and; 2) pursuing a regional Countywide SMART signal upgrade project. Since more OBAG3 funding at the MTC level was being competitively allocated between the nine counties, CCTA determined it was necessary to pursue a regional project as opposed to having each city pursuing its own local project. The City of Clayton was not situated to be competitive for the ATS projects due to its minimal public transportation, having no planned Complete Streets projects, and lack of Priority Development Area and Local Roads Safety Plan. Clayton's benefit from OBAG3 funding will be for the signal upgrades along Clayton Road at the intersections of Washington Blvd., St. Bonaventure Church entrance, El Camino Drive, and Mitchell Canyon Road.

DISCUSSION

CCTA will be the lead agency to upgrade traffic signal communication systems at 328 intersections within Contra Costa County on behalf of all the 19 cities and unincorporated communities located along major arterials streets designated as Routes of Regional

Significance. The existing signal systems are using outdated technology that lacks interconnectivity without fiber optics and/or ethernet based communication making traffic signal synchronization and coordination nearly impossible. This Countywide SMART Signals project will unify the major traffic corridors in an interconnected system with the ability to monitor traffic conditions in real-time and assist in managing traffic during major incidents that cause disruptions to the normal flow of traffic.

Each upgraded signalized intersection will receive updates in the controller cabinet, video/radar detection, cellular and ethernet level communication, pan-tilt-zoom cameras, and traffic management system that improves synchronization, emergency vehicle/transit priority, and video analytics.

CCTA will utilize local Measure J funding for the planning and environmental study phases of the project. CCTA will also be the lead in designing, bidding, constructing, and inspecting the implementation of the SMART signals project. Each local agency needs to provide its local match contribution to CCTA; therefore, a proposed funding agreement has been distributed to each city for approval. Staff have reviewed the funding agreement and collaborated with CCTA staff to make some requested adjustments. The focus of the funding agreement is to secure local match commitments from each city prior to starting design of the project. A separate Operation and Maintenance Agreement will be drafted later this year to detail when a regional operation of the signals will be implemented and the level of maintenance to be performed by each city to ensure proper connectivity. The signal upgrades are expected to be designed in 2024 and constructed in 2025.

FISCAL IMPACT

The City will contribute \$55,804 of local funds from its Capital Improvement Fund (#303) for its local match contribution (11.47%) to be combined with \$430,813 (88.53%) of federal OBAG3 grant funds for a total design and construction cost of \$486,617.00 for SMART Signal upgrades at four intersections within the City of Clayton. The recently approved Capital Improvement Plan includes adequate funding for the local match (\$56,000) and anticipated City Engineer oversight and administration costs (\$20,000). The City's local match is expected to be submitted to CCTA by the end of December 2023.

Attachments: Funding Agreement
 Informational Flyer
 CIP Worksheet

FUNDING AGREEMENT NO. 636
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND

THE CITY OF CLAYTON
FOR COST SHARING COMMITMENTS TO DESIGN AND CONSTRUCT THE
COUNTYWIDE SMART SIGNALS PROJECT

This Agreement is made and entered into on _____, 2023 by the City of Clayton, a California municipal corporation, hereinafter referred to as ("**CITY**"), and the **CONTRA COSTA TRANSPORTATION AUTHORITY**, a transportation authority organized under the laws of the State of California, hereinafter referred to as ("**CCTA**" or "**AUTHORITY**"). **CITY** and **AUTHORITY** are collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

1. **AUTHORITY** is the project sponsor and designated lead agency for implementing the Countywide Smart Signals Project within Contra Costa County, hereinafter referred to as "**PROJECT**", which is a program to install signal system and intelligent transportation system (ITS) equipment upgrades to key identified intersections within Contra Costa County cities with the objective to coordinate and synchronize the timing of the signals.
2. **AUTHORITY** is the recipient of the Metropolitan Transportation Commission's (MTC's) One Bay Area Cycle 3 (OBAG 3) funds for design, construction, and deployment of the **PROJECT**.
3. **CITY** and **AUTHORITY** have identified 4 intersections to recommend for signal system and intelligent transportation system (ITS) equipment upgrades for inclusion in the **PROJECT** estimated at Four Hundred Eighty-Six Thousand Six Hundred Seventeen Dollars and Zero Cents (\$486,617.00) (See Exhibit A).
4. **CITY** agrees to provide **AUTHORITY** with the minimum 11.47% local matching funds to the OBAG 3 funds in the amount of Fifty-Five Thousand Eight Hundred Four Dollars and Zero Cents (\$55,804.00) in Fiscal Year 2023-24 to pay for the design and installation of upgraded equipment located within **CITY**'s right-of-way and cost of construction as part of the **PROJECT**.
5. **CITY** and **AUTHORITY** agree that the final matching funds requirements may be adjusted accordingly based on the final actual design and construction costs incurred and will be reconciled at certain **PROJECT** milestones, as agreed to and defined by the Parties in Exhibit A attached.

NOW, THEREFORE, in consideration of the foregoing, the **AUTHORITY** and **CITY** do hereby agree as follows:

SECTION I

CITY AGREES:

1. To provide **AUTHORITY** matching funds for upgrading equipment and construction costs for the City's portion of the **PROJECT** in an amount of Fifty-Five Thousand Eight Hundred Four Dollars and Zero Cents (\$55,804.00), which represents 11.47% of the OBAG3 funds of Four Hundred Eighty-Six Thousand Six Hundred Seventeen Dollars and Zero Cents (\$486,617.00), no later than thirty (30) days from receiving an invoice from **AUTHORITY**.
2. To work collaboratively with **AUTHORITY**, which includes, but is not limited to, design and approval of **PROJECT** plans, review and approval of construction bids, review and approval of change orders, working with contractors and sub-contractors to name **AUTHORITY** as additional insured and indemnity **AUTHORITY**, project management services, and construction services to implement the **PROJECT**.

SECTION II

AUTHORITY AGREES:

1. To lead the development process including planning, design, construction, and deployment of the **PROJECT**, as described in Exhibit A and the Operations and Maintenance Agreement which is to be negotiated by the **CITY** and **AUTHORITY** following execution of this Agreement.
2. To submit an invoice to **CITY** for an amount of Fifty-Five Thousand Eight Hundred Four Dollars and Zero Cents (\$55,804.00) prior to December 31, 2023 or at the completion of the **PROJECT**, whichever occurs sooner.
3. To work collaboratively with **CITY**, which includes, but is not limited to, design and approval of **PROJECT** plans, review and approval of construction bids, review and approval of change orders, working with contractors and sub-contractors to name **CITY** as additional insured and indemnity **CITY**, project management services, and construction management services to implement the **PROJECT**.

SECTION III

IT IS MUTUALLY AGREED:

1. (a) That the cost to complete **PROJECT** is only an estimate and may require adjustments depending on the final cost. At certain **PROJECT** milestones as defined and agreed to by the Parties in Exhibit A, **AUTHORITY** shall provide **CITY** with regular financial statements which state the current itemized total cost of the **PROJECT**. If, during any of these **PROJECT** milestones, the **AUTHORITY** determines that the match amount provided by **CITY** is exceeded, it will notify and seek approval of **CITY** to provide additional matching funds. Completion of the Project is defined as

when **AUTHORITY** accepts and certifies that all phases of the **PROJECT** construction—including but not limited to installation, deployment, and activation of equipment—are completed.

(b) If **AUTHORITY** determines that the match amount provided by **CITY** exceeded the amount needed to complete the **PROJECT** then **AUTHORITY** will refund **CITY** the balance of the original match amount provided by **CITY** as indicated in paragraph 1 of Section I.

2. Term: This Agreement will remain in effect through December 31, 2028, or at the completion of the **PROJECT**, whichever occurs first, or until discharged as provided in Paragraph 3 below or as a result of paragraph 12 below.

3. Discharge: This Agreement shall be subject to discharge as follows:

a. Either Party may terminate this Agreement at any time and for any reason, until construction of the **PROJECT** begins. If, at the time the Agreement is terminated, the design plans for **PROJECT** are completed, the Parties shall each be entitled to use of the design plans, other than for breach. Either Party may terminate by giving written notice of termination to the other Party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Once construction of the **PROJECT** begins, neither party may terminate this Agreement unless there is a material breach, as addressed in paragraph 3(b) below.

b. This Agreement may be terminated by either Party for a material breach of any obligation, covenant, or condition hereof by the other Party, upon written notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching Party shall have 30 days from the date of the written notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. Upon termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of paragraph 3(a), except that the terminating Party also retains any remedy for breach of the Agreement or any unperformed balance.

c. This Agreement may be terminated at any time upon mutual consent of both Parties in writing.

d. In the event of termination, **AUTHORITY** shall reimburse **CITY**, for any overpayment by **CITY** based on the difference between actual cost share and estimated cost share. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both Parties, be exceeded.

4. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY**:

a. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY** shall fully indemnify and hold harmless **AUTHORITY** against, any damage or liability occurring by reason of anything done or omitted to be done by **CITY** under or in connection with any work, authority or jurisdiction by **CITY** under the Agreement. It is also understood and

agreed that pursuant to Government Code Section 895.4, **CITY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **CITY** under this Agreement or in connection with any work, authority, or jurisdiction delegated to **CITY** under this Agreement.

b. That neither **CITY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **CITY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority, or jurisdiction by **AUTHORITY** under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold the **CITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this Agreement or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this Agreement.

5. Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Bret Prebula
City Manager
6000 Heritage Trail
Clayton, CA 94517

Timothy Haile
Executive Director
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

6. Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

7. Integration: This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency: **AUTHORITY** renders its services under this Agreement as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees

of the **CITY**.

10. Assignment: This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

11. Binding on Successors, etc.: This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **CITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability: Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

13. Limitation: All obligations of **AUTHORITY** under the terms of this Agreement are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by **MEASURE C and MEASURE J**. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **CITY**, and the Parties shall consult on a course of action to determine how to accomplish the **PROJECT** or if this Agreement should be terminated. If, after sixty (60) working days following the termination or suspension of **AUTHORITY'S** ability to collect and expend sales tax proceeds, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

14. No Third Party Beneficiaries: This Agreement is not for the benefit of any person or entity other than the parties.

15. Dispute Resolution: The Parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. Should a substantive disagreement arise between the Parties, the disagreement shall immediately be raised between the Parties. Prior to initiating any legal action, the Parties agree to meet in good faith to attempt to resolve any dispute, including but limited to meetings between executive management and participating in voluntary and non-binding mediation. The Parties shall jointly select and engage the effort of a mediator to help resolve the dispute. The Parties shall equally share the costs of the mediator. If the issue is still unresolved thirty (30) days after dispute resolution efforts have begun, either Party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.

16. Venue: This Agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute arising under this Agreement shall be the Superior Court of Contra Costa County.

17. Counterparts: This Agreement may be executed in any number of original counterpart signature pages, and each counterpart signature page shall be attached to and incorporated into this original Agreement.

CITY OF CLAYTON

**CONTRA COSTA TRANSPORTATION
AUTHORITY**

By: _____

Jeff Wan, Mayor

ATTEST:

By: _____

Federal Glover, Chair

By: _____

Janet Calderon, City Clerk

By: _____

Tarienne Glover, Clerk of the Board

APPROVED as to form:

By: _____

Mala Subramanian, City Attorney

By: _____

Fennemore Wendel, Legal Counsel

FUNDING AGREEMENT NO. 636
between
The Contra Costa Transportation Authority
and
The City of Clayton

EXHIBIT A

DESCRIPTION OF THE PROJECT

BACKGROUND

The **PROJECT** in Contra Costa County is a CCTA led countywide project to upgrade traffic signal system and communication systems throughout its 19 cities and unincorporated communities.

Contra Costa County is home to 19 cities/towns, in addition to numerous unincorporated communities. There are approximately 1400 traffic signals within the County, some Caltrans-owned and others city-owned. Most of these traffic signals are located either along major arterials, including State Routes, identified as Routes of Regional Significance (RSS) or other major and minor arterials in the cities/towns.

The project will develop, manage, and implement Intelligent Transportation System (ITS) initiatives such as upgrading the existing legacy systems, providing interconnectivity throughout Contra Costa County signal systems and enhance the sharing of real-time information between agencies and the public.

The existing traffic signal systems in most jurisdictions located within Contra Costa County are legacy systems and are outdated or antiquated compared to newer traffic signal systems. These signal systems currently lack the communication infrastructure such as fiber and cellular/wireless-based communication, which makes it difficult to implement traffic signal synchronization and coordination between traffic signals along an arterial. Most corridors do not currently include Signal Control and Prioritization (SCP) technologies to promote transit usage to reduce delay and travel times for transit vehicles and reduce response time for emergency vehicles.

These deficiencies result in severe traffic congestion within the cities/towns and may result in spillover onto freeways and cause a chain reaction of congestion along local arterials. The current system contributes to overall commuter travel times and delays, increases greenhouse gas emissions and fuel consumption, as well as incidents and collisions. These deficiencies were documented following extensive discussions with the cities and towns regarding traffic signal operation within the Contra Costa County.

CCTA and the project stakeholders have initially identified these deficiencies, which are translated as the following project goals: 1) Improve safety and minimize crashes, injuries, and fatalities between motorists, bicyclists, and pedestrians; 2) Optimize mobility along major corridors and RRS; and 3) Advance to Smart City and Internet of Things (IOT) solutions.

PROJECT ELEMENTS

The Smart Signals project will develop, manage, and implement ITS initiatives that improve the safety and efficiency of multimodal mobility, maximize highway and arterial system throughput, and improve operational efficiency, safety, and reduce environmental impact throughout the County. By upgrading the existing legacy systems and providing interconnectivity throughout Contra Costa County signal systems, the County's traffic signal systems can be prepared for future emerging technologies including connected and/or autonomous vehicles, big data, integrated corridor management (ICM), enable implementation of incident management strategies and Smart Cities initiatives. This solution can enhance the sharing of real-time information between agencies and the public using existing and next generation ITS technologies.

The upgraded traffic signal systems and signal interconnect will help smooth traffic flow and ease recurring traffic congestion by expanding mode choice options and reducing travel time on local streets and roads. Upgraded traffic signals will benefit pedestrians and transit commuters by reducing wait times at intersections, improving total travel time for all modes while making transit and pedestrian more viable transportation options. The Smart Signal systems would also improve the safety of pedestrians, bicyclists, vulnerable road users, and people with disabilities by deployment of detection systems.

To accomplish these goals, CCTA is applying a Smart Signal approach that will include the implementation of ITS equipment, including upgraded traffic signal controllers and cabinets, upgraded Advanced Traffic Management System (ATMS) for each agency to provide remote command and control from a centralized Traffic Management Center (TMC) or Traffic Operations Center (TOC) location, Closed-circuit Television (CCTV) cameras, SCP for transit and emergency vehicles, and vehicle detection systems deployed on predefined designated arterials and state routes. These improvements will provide local cities and Caltrans day-to-day county-wide traffic management capabilities in addressing recurrent traffic congestion, as well as provide CCTA capabilities for managing the system during non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway or during any evacuation efforts.

The PROJECT's key features and benefits include but are not limited to some of the following:

- Providing infrastructure for a countywide traffic management system
- Upgrading local signal controllers and signal system hardware, software, and firmware
- Deploying bicycle and pedestrian detection software for vulnerable road user protection
- Providing SCP, including Transit Signal Priority (TSP) and Emergency Vehicle Preemption (EVP) capabilities
- Enabling local event management signal timing options
- Taking a proactive approach to safety by identifying "near miss" situations for analysis
- Enabling cities and CCTA to proactively manage day-to-day traffic
- Enabling cities to proactively manage traffic on local streets that has diverted off the freeway due to a major freeway incident
- Identifying alternative routes with timing optimized for incident management
- Allowing shared control and operation, improving cross jurisdictional traffic management
- Allowing cities/CCTA access to monitor all CCTV cameras and traffic signals for the purpose of optimizing day-to-day operations

Deployment of the Smart Signals Project is expected to result in operational and safety improvements

for all modes of transportation, such as:

- Decrease in travel time
- Decrease in total delay
- Reduction in number of stops
- Reduction in secondary accidents
- Decrease in fuel consumption and greenhouse gas emissions
- Promotion of transit ridership
- Reduction of response time for emergency vehicles

When operating together, these enhancements increase safety and reliability, and support environmental sustainability, economic development, and equitable access for all travelers.

CITY OF CLAYTON ELEMENTS

The signals located at the following intersection are included in the Project and are proposed to receive Smart Signal upgrades. (See Table 1 below)

Table 1: City of Clayton PROJECT Intersections

LIST OF INTERSECTIONS

| Signal No. | Primary Street | Secondary Street |
|-------------------|-----------------------|-------------------------|
| 1 | Clayton Rd | Washington Blvd |
| 2 | Clayton Rd | Parking lot of Church |
| 3 | Clayton Rd | El Camino Dr |
| 4 | Clayton Rd | Mitchell Canyon Rd |

The recommended upgrades for signals located in Clayton include:

- Signal controller firmware updates
- Video/Radar detection
- Cellular Communications
- Pan-Tilt-Zoom (PTZ) cameras
- An Advanced Traffic Management System (ATMS)
- Traffic signal synchronization
- Emergency Vehicle Preemption (EVP)
- Transit Signal Priority (TSP), and
- Video Analytics.

Based on preliminary estimates, the upgraded equipment, including cost of construction, is shown below. The City is responsible to provide the minimum 11.47% match.

- Total Number of Signals – 4
- Total funding – \$486,617
- Local match required – \$55,804 (11.47%)

CONTRA COSTA COUNTYWIDE SMART SIGNALS

Contra Costa Transportation Authority (CCTA) is leading a Countywide Smart Signals Project (Project) to upgrade traffic signal and communication systems at 328 intersections within Contra Costa County throughout the 19 cities/towns and unincorporated communities located along major arterial streets and roads designated as Routes of Regional Significance.

PURPOSE + NEED | Existing traffic signal systems in most cities within Contra Costa County consist of outdated legacy systems that lack fiber and/or ethernet base communication making traffic signal synchronization and coordination between traffic signals difficult. Additionally, most corridors need Signal Control and Prioritization (SCP) technologies that can promote transit usage and mode shift. These operational deficiencies result in severe traffic congestion within the cities which can also lead to spillover on the freeways; increasing commuter travel times, greenhouse gas emissions, fuel consumption, and accidents.



SOLUTION | Implementation of the planned Intelligent Transportation System (ITS) elements will unify Contra Costa County's signal technology and communication systems to optimize traffic flow. It will provide an interconnected Advanced Traffic Management System (ATMS) with the ability to monitor traffic conditions in real-time, safely, and efficiently manage incidents, and share information between agencies and the public.

The goals of the project are to improve safety, optimize mobility, prepare for emerging transportation technologies, and advance Smart Cities.

BENEFITS



SAFETY

Upgrading traffic signal equipment and applying smart control systems at intersections will:

- ▶ Improve emergency service response time;
- ▶ Help first responders and law enforcement manage traffic or crime incidents; and
- ▶ Implement Video analytics that can identify near miss situations, prevent future occurrences, and reduce secondary accidents.



OPERATIONAL IMPROVEMENTS

Signal synchronization and implementation of SCP technologies will:

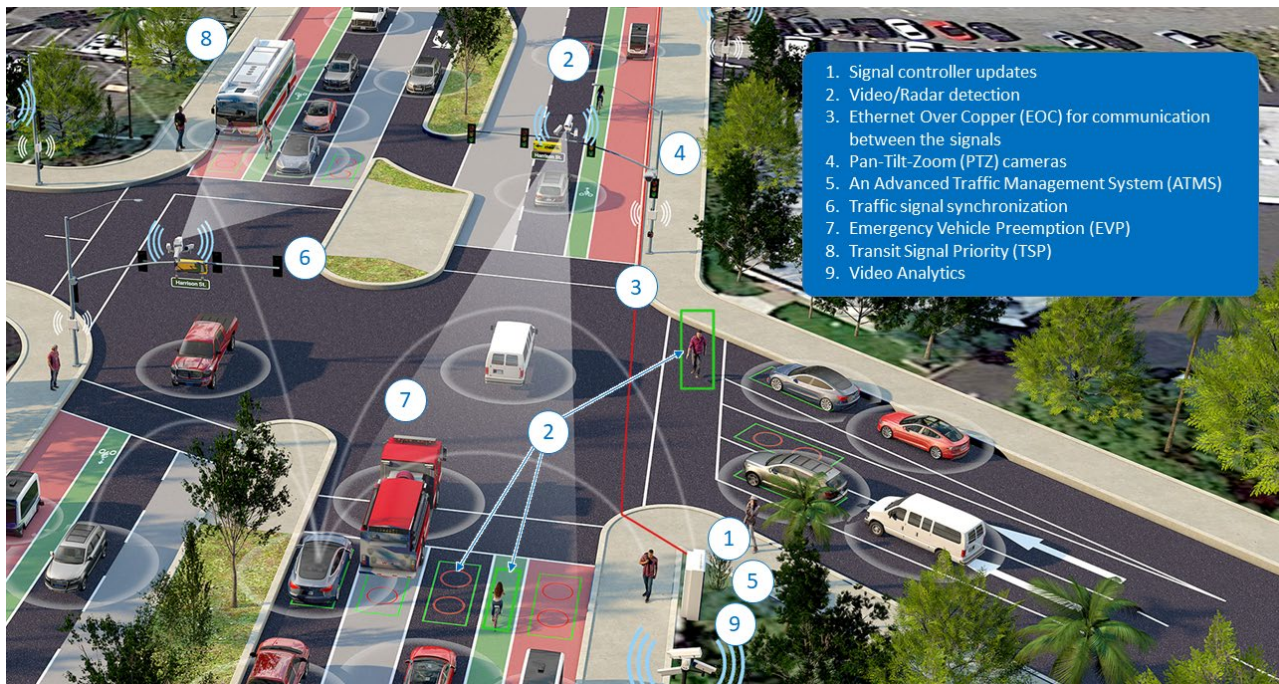
- ▶ Smooth traffic flow and reduce idling;
- ▶ Improve speed management (multi-modal);
- ▶ Decrease travel time and total delay;
- ▶ Reduce greenhouse gas emissions; and
- ▶ Increase transit reliability by improving on-time service.



TRAFFIC MANAGEMENT ENHANCEMENTS

Shared control and improved cross jurisdictional traffic management will:

- ▶ Provide cities and Caltrans access to monitor all videos and signals in real-time;
- ▶ Optimize day-to-day traffic operations and manage local events through signal timing options;
- ▶ Effectively manage arterial traffic during major incidents on the freeway, evacuations, or major events; and
- ▶ Enable cities to prioritize transit and emergency vehicles.



KEY PROJECT FEATURES

- ▶ Traffic signal system upgrades
- ▶ ATMS upgrades for each agency to provide remote command and control at a centralized Traffic Management Center (TMC) location
- ▶ Close Circuit Television (CCTV) cameras
- ▶ Pedestrian and bicycle detection system
- ▶ Shared control and operation to allow cross jurisdictional traffic management
- ▶ Automated data collection
- ▶ SCP for transit and emergency vehicles
- ▶ Vehicle detection system on designated arterials and state routes

FUNDING + SCHEDULE

| Project Phase | Total Cost | Fund Source | Start Date |
|-------------------------------|----------------------|------------------------------|------------|
| Planning/ Conceptual | \$250,000 | Measure J | Jul-22 |
| Environmental Studies (PA&ED) | \$440,280 | Measure J | Mar-23 |
| Design Engineering (PS&E) | \$1,651,050 | Local Match, OBAG 3* | Sep-24 |
| Construction | \$28,433,092 | Local Match, OBAG 3, LPP-F** | Sep-25 |
| Total | \$ 30,774,422 | | |

*One Bay Area Grant (OBAG) 3 federal funding provided by Metropolitan Transportation Commission (MTC).

** Local Partnership Program – Formulaic (LPP-F) state funding provided by California Transportation Commission (CTC).

STAKEHOLDERS

| | | | | |
|------------|-----------|-----------|--------------|---------------------|
| Antioch | Brentwood | Clayton | Concord | Danville |
| El Cerrito | Hercules | Lafayette | Martinez | Moraga |
| Oakley | Orinda | Pinole | Pittsburg | Pleasant Hill |
| Richmond | San Pablo | San Ramon | Walnut Creek | Contra Costa County |

The project is being implemented in collaboration with Central Contra Costa Transit Authority (County Connection), Eastern Contra Costa Transit Authority (Tri Delta Transit), Western Contra Costa County Transit (WestCAT), Alameda-Contra Costa Transit District (AC Transit), Bay Area Rapid Transit (BART), California Department of Transportation (Caltrans), and MTC.

Capital Improvement Plan

City of Clayton, California

'22/'23 *thru* '26/'27

Project # 2305
Project Name CCTA Smart Signal Upgrades

Type Unassigned
Useful Life
Category Transportation/Drainage
Department Engineering
Contact Engineering



Total Project Cost: \$506,813

Description

CCTA led project - coordination with all cities/town within the county. Each City must provide 11.47% local match toward the design and construction for these signal upgrades which include cellular connectivity, video cameras, emergency preemption, improved detection.

Justification

Improve smart technology at signalized intersection to improve efficiency and real time responsiveness.

| Expenditures | '22/'23 | '23/'24 | '24/'25 | '25/'26 | '26/'27 | Total |
|-----------------|---------|----------------|---------|---------|---------|----------------|
| Planning/Design | | 20,000 | | | | 20,000 |
| Construction | | 486,813 | | | | 486,813 |
| Total | | 506,813 | | | | 506,813 |

| Funding Sources | '22/'23 | '23/'24 | '24/'25 | '25/'26 | '26/'27 | Total |
|---------------------------|---------|----------------|---------|---------|---------|----------------|
| Fund 201 Gas Tax (HUTA) | | 20,000 | | | | 20,000 |
| Fund 230 Restricted Grant | | 430,813 | | | | 430,813 |
| Fund 303 Capital Projects | | 56,000 | | | | 56,000 |
| Total | | 506,813 | | | | 506,813 |

Oversight budget for
City Engineer

OBAG3 Grant portion
(88.53%)

City's local match budget
\$55,804 (11.47%)



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: July 18, 2023

SUBJECT: Provide Direction To Staff On Pursuing Opportunities For Cell Tower Leases

RECOMMENDATION

Staff is seeking direction from the City Council on the desire to pursue cell tower leases in order to drive increased citywide coverage for wireless services as well as revenue generation for the City.

BACKGROUND

In many jurisdictions throughout the Country wireless service providers approach the local jurisdictions when it would benefit the wireless service provider to add wireless services equipment on city property. In many cases, but not all, the wireless services provider would be attaching their equipment to an already existing electricity (PGE) pole. In many cases the lease with the City can involve a ground lease and/or a lease for the existing pole if owned by the City and not another entity, i.e. PGE. This is common practice throughout the Country and typically does not create any identifiable downside for the community.

DISCUSSION

The City from time to time is approached by wireless services providers to negotiate a lease for the use of city property to install wireless services equipment. The City has not come to City Council to get clear policy direction on this issue, thus the item before you today. Staff believes this would be a net benefit to the City and community as the City Manager would be able to negotiate the agreements under his authority and begin to create a relationship with the wireless services providers to enhance capacity in service to the community while adding small but valuable additional revenue streams to the General Fund.

FISCAL IMPACTS

The agreement with the wireless services provider would be a net positive for the City in two main ways; 1) the city would see direct revenue from the agreement, typically ranging from \$12,000-\$25,000 per year depending on the square footage of lease required 2) the community would gain increased wireless services coverage by the specific provider adding the capacity to the system. The typical lease is approximately 25 years although it can vary from lease to lease.

ATTACHMENTS

None



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Jim Warburton, Maintenance Supervisor

DATE: July 18, 2023

SUBJECT: Approve On-call Citywide Service Contract with Waraner Brothers Tree Service

RECOMMENDATION

City Staff recommends that the City Council authorize the City Manager to execute an On-Call Citywide Tree Service Contract with Waraner Brothers Tree Services of Clayton, CA for a total annual contract limit of \$200,000 for the period of July 1, 2023 to June 30, 2024 with up to three one-year renewals by mutual agreement.

BACKGROUND

The city owned trees are a major asset to the City of Clayton's beauty. They provide shade in the summer months and protection from winds and rain in the winter. They also provide a sound barrier between city streets and the neighboring houses from our roadways.

It is essential to raise these mature tree canopies to 14 feet; trim back from harm's way of large trucks; and to periodically thin out limbs to prevent branches from breakage. The majority of these trees were trimmed last fiscal year to prevent this type of damage. In addition to the ongoing need for an on-call tree contractor for routine maintenance, there are times when other trees in the city require care or raising due to unforeseen incidents and acts of nature.

On May 10, 2023, the City issued a Request for Proposals (RFP) for Tree Work in Clayton by directly outreaching to 7 firms and publishing the RFP on the City's website. The RFP solicited proposals/quotes from qualified tree service companies to perform on-call annual and emergency tree work for fiscal year 2023-2024. The deadline to submit proposals was June 9, 2023 at 5:00 p.m. The City received quotes from three firms: Atlas Tree Service, Hamilton Tree Service, and Waraner Brothers Tree Service. Staff evaluated the proposals and determined all three firms were qualified and were ranked based on the best value to the City.

DISCUSSION

The arterial roadway landscaping and Creekside trail areas are located within and funded by the Landscape Maintenance Assessment District (LMD). There is a need to clear dead brush, trim trees along the trail system and creek areas within the LMD. City staff does not have the equipment or the manpower to provide these services to the community; therefore, it is necessary to seek contracted services for this work.

The City's park trees are in need of trimming, raising, and thinning. Over time the trees have increased in size, height, and density. City staff do not have the equipment or staff to provide this level of service to the community.

During the RFP process, City staff requested hourly rates for a three-person crew (2 ground persons, 1 tree climber) and equipment consisting of: high ranger bucket truck, box truck, and chipper. Staff also verified references from public agencies for the three firms as part of the evaluation process.

FISCAL IMPACTS

Financial resources have been budgeted in the above described accounts to fund this work.

RECEIPT OF 3 QUOTES

- 1. Waraner Brothers Tree Service – Combined Hourly Rate \$615.00 for Planned Work and \$875.00 for Emergency Call Out Work**
- 2. Atlas Tree Service – Combined Hourly Rate \$650.00 and \$850.00 for Emergency Call Out Work**
- 3. Hamilton Tree Service – Combined Hourly Rate \$705.00 and \$846.00 for Emergency Call Out Work**

ATTACHMENTS

Attachment 1: Contract authorizing services with Waraner Brothers Tree Service for the following work appropriation as listed below:

- a) Trim trees on Clayton Road, Marsh Creek Road, and Oakhurst Drive. Thin and remove dead wood, remove fallen trees and obstructions from creeks and trails within the boundaries of the Landscape Maintenance district (Fund 210-7440-00)
- b) Trim trees in Lydia Lane Park, North Valley Park and Stranahan Park (Fund 101-7440-03)
- c) Trim trees in The Grove Park (Fund 211-7440-00)
- d) Trim trees in Clayton Community Park (Fund 101-7440-09)

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAYTON
AWARDING A CONTRACT FOR ON-CALL TREE SERVICE**

WHEREAS, the City of Clayton has an abundance of mature trees that contribute to the City's natural aesthetic;

WHEREAS, the City Council has the authority to award a contract for on-call tree service;

WHEREAS, the City issued a request for proposals for tree service and determined all respondents were qualified to perform professional tree service;

WHEREAS, the budgeted not-to-exceed contract amount for tree service in Fiscal Year 2023/24 is \$200,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clayton hereby award an on-call tree service contract to Waraner Brothers Tree Service effective July 19, 2023 for a period of one year with the option of one-year extensions for up to three years ending June 30, 2027.

ADOPTED ON July 18, 2023 by the City Council of the City of Clayton by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST

Janet Calderon, City Clerk

CITY OF CLAYTON MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of July, 2023 by and between the City of Clayton, a municipal corporation organized under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 (“City”) and Waraner Brothers Tree Service, a Tree Service company with its principal place of business at 5358 Laurel Drive Concord, CA 94521 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree trimming services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the tree trimming in Clayton California as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Tree trimming and maintenance services necessary for the City. The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be for a period of one year from July 19, 2023 to July 19, 2024 with an option to extend the contract for three one year terms unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Jim Warburton, Maintenance Supervisor or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Ed Waraner, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code,

Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* \$1,000,000. per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000. per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000. per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance

coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Clayton, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Clayton, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth

in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the city.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or

Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in "Exhibit" C" attached hereto and incorporated herein by reference. The total compensation shall not exceed without written approval of City's Maintenance Supervisor. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Waraner Brothers Tree Service
5358 Laurel Drive
Concord CA 94521
Attn: Ed Waraner

City:

City of Clayton
6000 Heritage Trail
Clayton, California 94517
Attn: Jim Warburton, Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought

or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Federal Provisions.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF CLAYTON
AND WARANER BROTHERS TREE SERVICE**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 19th day of July 2023.

CITY OF CLAYTON

Ed Waraner, Waraner Brothers Tree Service

By: _____
Bret Prebula
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Janet Calderon
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



TREE WORK
REQUEST FOR PROPOSALS
City of Clayton

The City of Clayton is accepting proposals from qualified tree service companies to perform On-call annual and emergency tree work between July 1, 2023 to June 30, 2024. The city has the option of granting one year extensions for up to three years ending June 30, 2027. This contract would allow an annual rate increase every July 1st that is based on the San Francisco –Oakland-Hayward consumer price index rate increase from April to April each year. The rate increase would match the CPI increase with a maximum of 5%.

Responsible bidders must provide the following services

GENERAL SCOPE OF WORK:

Tree work in Clayton including;

Right of way tree maintenance

Median tree maintenance

Open space tree maintenance

Proper delineation for street work including lane closures, left and right lane closed a head signs and Men working signs.

If selected company will need to provide;

1. Proper proof of insurance information with a minimum commercial general limit for auto (personal and property damage) of \$2,000,000 and with workers compensation coverage. The insurer will add the city of Clayton as additionally insured.
2. Obtain a City of Clayton business license
3. Provide proof of 1099 status

Quotes must include hourly rates for:

3 Man crew and equipment consisting of:

2 Ground persons

1 Tree climber

High Ranger bucket truck
Box truck and chipper
Certified Arborist on staff

Quotes must include hourly rates for emergency calls;
Required response time to emergency call outs must be within 90 minutes of call.

2 Ground persons
1 Tree climber
High Ranger bucket truck
Box truck and chipper

All work must be performed to horticultural standards
All employees must be paid according to general prevailing wage.

City will, in its discretion, select such contractors as it determines are in the best interest of the city for a panel from which proposals for projects of \$60,000 or less will be solicited.

Qualified contractors will be selected based on the best value to the City which is a combination of qualifications, responsiveness and hourly rate for 3 man crew and arborist.

The City may select more than one contractor for the required tree work. Selected contractors will be placed on a panel for which proposals for projects of \$60,000 or less will be solicited, which if accepted will be reduced to a separate work order for each project to be performed under the City's master contract awarded to each selected contractor as a result of this RFP.

Proposals shall include a profile of the firm, technical qualifications and; summary of individual staff technical qualifications; scope of services and at least two references from public entities. Interested parties shall submit three hardcopies of their proposals. It is the responsibility of the proposer to ensure that the proposal is emailed or delivered to Janet Calderon in City Hall by 5:00 pm June 9, 2023. Any proposals received after the deadline will be disqualified. Janet's email Janetc@claytonca.gov

Organizational Experience; Bidders will be evaluated on their experience as it pertains to the scope of this project

SECTION TWO

PROJECT SCOPE OF WORK

The contractor in accordance with the City of Clayton will take direction from the Maintenance Supervisor for the raising, thinning and the removal of dead wood from median, right of way and open space trees in the City of Clayton.

- Raising trees to 14' clearance to prevent damage from vehicles on road ways
- Thinning trees to prevent sail and to promote aesthetics
- Dead wooding to prevent branch drop from harming persons and property
- Removing large, hazardous or diseased trees or limbs in sensitive or technical areas
- Open space trimming of trees reducing ladder fuels, to 10 foot for fire abatement
- Trimming of trees and brush removal in creek areas

The annual tree trimming budget for tree trimming is typically \$200,000. The budget for the fiscal year 2023-2024 July 1, 2023 through June 30, 2024 is under consideration and not yet adopted.

All costs and fees must be clearly described in the proposal

The City of Clayton reserves the right to reject any and all proposals for any reason.

It is the responsibility of the proposer to ensure that the proposal is emailed or delivered to Janet Calderon in City Hall by 5:00 pm June 9, 2023. Any proposals received after the deadline will be disqualified. Janet's email is Janetc@claytonca.gov

For questions or information on the engagement, please contact, Jim Warburton Maintenance Supervisor, (925) 672-7327. Jimw@claytonca.gov

City of Clayton
RE: RFP Tree work
City of Clayton
6000 Heritage Trail
Clayton, CA 94517

EXHIBIT “B”
COMPENSATION

\$93.00 HOURLY RATE FOR THREE MAN CREW INCLUDING ;

1 TREE CLIMBER, 2 GROUND PERSONS, HIGH RANGER BUCKET TRUCK, BOX TRUCK AND CHIPPER
\$279.00 PER HOUR.

\$150. CERTIFIED ARBORIST ON STAFF

\$60.00 BOX TRUCK

\$50.00 CHIPPER

\$75.00 HIGH RANGER

CALL OUTS WILL BE BILLED AS AN HOURLY RATE



STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Bret Prebula, City Manager

DATE: July 18, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign All Documents Related to Obtaining and Implementing Granicus Agenda Management Software and Any Necessary Budget Amendments

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to do the following:

1. Sign any and all documents related to the approval and implementation of the Granicus Agenda Management Software; and
1. Approve a budget amendment increasing appropriations in the Pandemic Relief Fund by \$26,000 offset by the use of Pandemic Relief available fund balance.

BACKGROUND

In March 2021 the Federal Government passed the American Rescue Plan Act (ARPA), which had total funding of \$1.9 trillion. This included \$350 billion in funding to States, Localities, and Tribal Governments. This program is separate from Federal grants targeting both institutions and businesses that were impacted by the COVID-19 Pandemic. The City of Clayton is expected to receive a total of \$2,934,049 in two installments of approximately \$1,467,025 each.

City Council has already approved the use of approximately 50% of the total federal funding received with the direction to staff to bring back needs, as time permits, to continue to utilize these funding for needed operational improvements/equipment needs.

In May 2023, the new City Manager was appointed, thus time will be required to develop a comprehensive strategic vision, working with the City executive team, in order to maximize operational efficiencies through changes in policy, process, and at times increased use of technology. To that end, there are a few areas that have risen to the surface that staff believe should occur prior to finalizing any internal strategic planning.

The use of agenda management software is a common technology utilized in small, medium, and large cities alike. Currently, the internal process is very manual with a lack of workflow, consistent templates, data and work management, among other efficiency issues. The transition to agenda management software will benefit the efficiency of internal staff and the end product seen and used by the public.

The transition to Granicus Agenda Management Software is estimated to take 6 to 8 months due to the necessary staff time to create the templates, workflows, and timing of the company (Granicus) to complete all the necessary tasks and testing. Assuming staff and the company can begin the project in August/September 2023, staff anticipates completion of the project by March 2024.

DISCUSSION

The City's receipt of Federal Pandemic Relief funding provides an opportunity for the City to make improvements that it may have not otherwise been able to afford or implement in a reasonable timeframe. City Council has directed staff to utilize Pandemic Relief funds to improve the use of technology as well as needed equipment with the goal of improving operational efficiency. Staff have brought forward a portion of needed items already. The request in front of the City Council today is to continue that initiative by requesting the approval of the agreement with Granicus for implementation of agenda management software.

FISCAL IMPACTS

Staff is requesting the approval of agenda management software with Granicus. The software agreement essentially has two different modules. The first is the traditional agenda management system, the second is the Granicus streaming service.

The agreement with Granicus for the PEak Agenda Management Software is for 3-years with the following cost breakdown:

Year 1- \$7,500

Year 2- \$8,025

Year 3- \$8,587

Staff negotiated zero implementation fees for the agenda management software, Staff is requesting the use of Pandemic Relief Funds for FY 2023/24.

The streaming module has a \$7,400 one-time implementation fee with the following annual cost breakdown:

Year 1- \$11,043

Year 2-\$11,816

Year 3-\$12,643

The total annual cost for both agreements is as follows:

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|---------------------------------|----------------------|----------------------|----------------------|
| Implementation Fee | 7,400 | - | - |
| Annual Fee- Agenda Mgmt. | 7,500 | 8,025 | 8,587 |
| Annual Fee-Streaming | 11,043 | 11,816 | 12,643 |
| Total | 25,943 | 19,841 | 21,230 |

ATTACHMENTS

1. Resolution
2. Granicus Quote

RESOLUTION NO. XX-2023
RESOLUTION OF THE CLAYTON CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL DOCUMENTS
RELATED TO THE IMPLEMENTATION OF THE GRANICUS AGENDA
MANAGEMENT SOFTWARE AND APPROVAL OF ANY NECESSARY BUDGET
AMENDMENTS

WHEREAS, the City continues to desire to become more efficient in day-to-day operations; and

WHEREAS, the City has evaluated a few options to move to a more modern software and streaming platform similar to what is utilized in our neighboring agencies; and

WHEREAS, the City desires to enter into an agreement with Granicus to implement the agenda management software and streaming services to support enhanced efficiency throughout the City with the agenda process; and

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to sign all documents related to the implementation of the Granicus Agenda Management software and approval of the \$26,000 budget amendment within the Pandemic Relief Fund.

PASSED AND ADOPTED by the Clayton City Council, State of California, on this 18th day of July 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

**THE CITY COUNCIL OF CLAYTON,
CA**

Jeff Wan, Mayor

ATTEST:

Janet Calderon, City Clerk



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Peak

Order Form
Prepared for
Clayton, CA

Granicus Proposal for Clayton, CA

ORDER DETAILS

| | |
|---------------------|-----------------------------|
| Prepared By: | Emery Henschel |
| Phone: | 720-575-6139 |
| Email: | emery.henschel@granicus.com |
| Order #: | Q-276637 |
| Prepared On: | 04 May 2023 |
| Expires On: | 23 Jun 2023 |

ORDER TERMS

| | |
|-------------------------------|--|
| Currency: | USD |
| Payment Terms: | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| Period of Performance: | The term of the Agreement will commence on the date this document is signed and will continue for 36 months. |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|--|-------------------|---------------|--------------|
| Solution | Billing Frequency | Quantity/Unit | One-Time Fee |
| Peak - Setup & Configuration | Up Front | 1 Each | \$0.00 |
| Peak Online Group Training | Upon Delivery | 6 Hours | \$0.00 |
| Open Platform - Setup and Configuration | Up Front | 1 Hours | \$0.00 |
| Send Agenda (Peak) Set up and Config | Up Front | 1 Each | \$0.00 |
| govDelivery for Integrations Set Up and Config | Up Front | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$0.00 |

| New Subscription Fees | | | |
|------------------------------|-------------------|---------------|------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Peak Agenda Management | Annual | 1 Each | \$7,500.00 |
| Open Platform Suite | Annual | 1 Each | \$0.00 |
| Send Agenda (Peak) | Annual | 1 Each | \$0.00 |
| govDelivery for Integrations | Annual | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$7,500.00 |

FUTURE YEAR PRICING

| Solution(s) | Period of Performance | |
|------------------------------|-----------------------|-------------------|
| | Year 2 | Year 3 |
| Peak Agenda Management | \$8,025.00 | \$8,586.75 |
| Open Platform Suite | \$0.00 | \$0.00 |
| Send Agenda (Peak) | \$0.00 | \$0.00 |
| govDelivery for Integrations | \$0.00 | \$0.00 |
| SUBTOTAL: | \$8,025.00 | \$8,586.75 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Peak Agenda Management | <p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site |
| Open Platform Suite | <p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p> |
| Send Agenda (Peak) | <p>Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.</p> |
| Peak - Setup & Configuration | <p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal |
| Peak Online Group Training | <p>Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system.</p> <p>Group training includes:</p> <ol style="list-style-type: none"> 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call <p>Project Manager will conduct check in's along the way.</p> |
| Open Platform - Setup and Configuration | <p>Setup and configuration for Open Platform</p> |

| Solution | Description |
|------------------------------|---|
| govDelivery for Integrations | <p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p> |

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-276637 dated 04 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Clayton, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

| | | | |
|-------------------------|--|--|---|
| Billing Contact: | | Purchase Order Required? | <input type="checkbox"/> - No <input type="checkbox"/> - Yes |
| Billing Address: | | PO Number: <i>If PO required</i> | |
| Billing Email: | | Billing Phone: | |

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-276637 dated 04 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| Clayton, CA | |
|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Clayton, CA

Granicus Proposal for Clayton, CA

ORDER DETAILS

| | |
|---------------------|-----------------------------|
| Prepared By: | Emery Henschel |
| Phone: | 720-575-6139 |
| Email: | emery.henschel@granicus.com |
| Order #: | Q-290809 |
| Prepared On: | 26 Jun 2023 |
| Expires On: | 25 Aug 2023 |

ORDER TERMS

| | |
|-------------------------------|--|
| Currency: | USD |
| Payment Terms: | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| Period of Performance: | The term of the Agreement will commence on the date this document is signed and will continue for 36 months. |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|--|-------------------|---------------|--------------|
| Solution | Billing Frequency | Quantity/Unit | One-Time Fee |
| Meeting Efficiency - Setup & Configuration (Standard) | Up Front | 1 Each | \$900.00 |
| Minutes - Online Training | Upon Delivery | 2 Hours | \$1,000.00 |
| Government Transparency - Setup & Configuration | Up Front | 1 Each | \$0.00 |
| Granicus Encoding Appliance Hardware - SDI (AMAX) (GT) | Upon Delivery | 1 Each | \$4,500.00 |
| Granicus Video - Online Training | Upon Delivery | 6 Hours | \$0.00 |
| Open Platform - Setup and Configuration | Up Front | 1 Hours | \$0.00 |
| Granicus Encoding Appliance Hardware - Setup & Config | Upon Delivery | 1 Each | \$0.00 |
| Granicus Encoding Appliance Hardware - Setup & Config | Upon Delivery | 1 Each | \$875.00 |
| US Shipping Charge C - Large Item | Upon Delivery | 1 Each | \$125.00 |
| SUBTOTAL: | | | \$7,400.00 |

| New Subscription Fees | | | |
|---|-------------------|---------------|-------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Meeting Efficiency Suite | Annual | 1 Each | \$4,233.60 |
| Government Transparency Suite | Annual | 1 Each | \$4,429.80 |
| Open Platform Suite | Annual | 1 Each | \$0.00 |
| Upgrade to SDI 720p Streaming | Annual | 1 Each | \$1,035.00 |
| Granicus Encoding Appliance Software (GT) | Annual | 1 Each | \$1,344.00 |
| SUBTOTAL: | | | \$11,042.40 |

FUTURE YEAR PRICING

| Solution(s) | Period of Performance | |
|---|-----------------------|--------------------|
| | Year 2 | Year 3 |
| Meeting Efficiency Suite | \$4,529.95 | \$4,847.05 |
| Government Transparency Suite | \$4,739.89 | \$5,071.68 |
| Open Platform Suite | \$0.00 | \$0.00 |
| Upgrade to SDI 720p Streaming | \$1,107.45 | \$1,184.97 |
| Granicus Encoding Appliance Software (GT) | \$1,438.08 | \$1,538.75 |
| SUBTOTAL: | \$11,815.37 | \$12,642.45 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Meeting Efficiency Suite | <p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed) |
| Government Transparency Suite | Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events. |
| Meeting Efficiency - Setup & Configuration (Standard) | <p>Setup and Configuration for Meeting Efficiency Suite includes implementation of:</p> <ul style="list-style-type: none"> • Up to one (1) client installation of Minutes Maker (compatible client hardware required for software) • Up to one (1) Minutes report |
| Minutes - Online Training | online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting. |
| Open Platform Suite | Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage. |

| Solution | Description |
|--|--|
| Government Transparency - Setup & Configuration | Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration |
| Upgrade to SDI 720p Streaming | Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed) |
| Granicus Encoding Appliance Hardware - SDI (AMAX) (GT) | AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator. |
| Granicus Video - Online Training | Granicus Video - Online Training |
| Open Platform - Setup and Configuration | Setup and configuration for Open Platform |
| Granicus Encoding Appliance Hardware - Setup & Config | Remote configuration and deployment of an encoding appliance. |
| Granicus Encoding Appliance Software (GT) | Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created. |
| Granicus Encoding Appliance Hardware - Setup & Config | Remote configuration and deployment of an encoding appliance. |
| US Shipping Charge C - Large Item | US shipping of a large item |

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-290809 dated 26 Jun 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Clayton, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

BILLING INFORMATION

| | | | |
|-------------------------|--|--|---|
| Billing Contact: | | Purchase Order Required? | <input type="checkbox"/> - No <input type="checkbox"/> - Yes |
| Billing Address: | | PO Number: <i>If PO required</i> | |
| Billing Email: | | Billing Phone: | |

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-290809 dated 26 Jun 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| | |
|--------------------|--|
| Clayton, CA | |
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

MINUTES
SPECIAL MEETING
OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)

June 6, 2023

1. **CALL TO ORDER AND ROLL CALL** – the meeting was called to order at 11:09 p.m. by Chair Trupiano. Board Members present: Chair Trupiano, Vice Chair Cloven, Board Members Diaz, Tillman, and Wan. Board Members absent: None. Staff present: City Manager Bret Prebula, General Manager Larry Theis, Legal Counsel Mala Subramanian, and Secretary Janet Calderon.

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**

It was moved by Board Member Wan, seconded by Vice Chair Cloven, to approve the Consent Calendar as submitted. (Passed).

- (a) Approved the Board of Directors' minutes for its regular meeting on May 16, 2023. (Secretary)

4. **PUBLIC HEARINGS** – None.

5. **ACTION ITEMS**

- (a) Presentation and Consideration of a Resolution to Approve the Proposed Oakhurst Geological Hazard Abatement District (GHAD) Annual Report for Fiscal Year 2023/24 and set a Public Hearing to be Held on July 18, 2023 to Consider the Levy of the Corresponding Real Property Tax Assessments in Fiscal Year 2023/24. (General Manager)

General Manager Larry Theis presented the report.

Following questions and comments by the Board, Chair Trupiano opened the public comment, no comments were offered.

It was moved by Board Member Wan, seconded by Vice Chair Cloven, to Approve an Annual Report, Budget as Amended, and Declaring the Intent to Levy and Collect Assessments for the Oakhurst Geological Hazard Abatement District for Fiscal Year

2023/24 and Giving Notice of the Time and Place for Hearing on the Levy of the Proposed Assessment. (Passed; 5-0).

6. **BOARD ITEMS** – None.

7. **ADJOURNMENT** - on call by Chairperson Trupiano the Board meeting adjourned at 11:38 p.m.

#

Respectfully submitted,

Janet Calderon, Secretary

Approved by the Board of Directors
Oakhurst Geological Hazard Abatement District

Kim Trupiano, Chairperson



STAFF REPORT

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: Larry Theis, P.E., General Manager

DATE: JULY 18, 2023

SUBJECT: Resolution Ordering Improvements and Confirming Real Property Assessments in the Oakhurst Geological Hazard Abatement District for Fiscal Year 2023/24

RECOMMENDATION

The General Manager recommends the Oakhurst Geological Hazard Abatement District (GHAD) Board of Directors open the Public Hearing, receive real property owners' comments on the Fiscal Year 2023/24 Annual Report and proposed annual assessment, close the Public Hearing, and then take Board action to adopt the attached Resolution which allows for the annual levying of assessments.

BACKGROUND

In April of 2000, the property owners within the boundaries of the GHAD approved, by ballot measure, an annual budget to cover routine maintenance, geological monitoring, and the annual operational needs of the GHAD. The ballot measure also approved annual assessments to fund the budget as well as the specific method and formula to be used to spread the real property assessments to the differing geographical areas within the GHAD and varying housing types within the GHAD. As shown in the Annual Report and attached Resolution, a benefit allocation has been determined that establishes three areas and three categories of benefit.

The ballot measure further included an annual adjustment to the assessment in an attempt to allow the GHAD's budget and finances to keep pace with any increases in costs over time. This annual adjustment is based on changes in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward region ("CPI"). The annual adjustment in the CPI between April of 2022 and April of 2023 was +4.19%.

Adhering to the requirements of Proposition 218, any revision to the approved GHAD boundary, approved assessment method and formula and/or the approved index that governs adjustment to the GHAD finances requires an affirmative ballot vote of the homeowners within the GHAD boundaries. So long as the GHAD maintains the originally approved parameters, the authorized annual financial adjustment is not subject to Proposition 218 votes of the homeowners. The only requirement of the Board is to hold a public hearing prior to taking any Board action regarding the annual assessments. The purpose of the Public Hearing is to accept and consider input on the GHAD, the Annual Report, and the annual assessment.

At the GHAD's June 6th meeting, the Board of Director's took action to approve the Fiscal Year 2023/24 budget and Annual Report, set July 18th as the date for the Public Hearing regarding the Fiscal Year 2023/24 annual assessments and ordered the notice of the public hearing to be distributed to all homeowners within the GHAD boundaries. Public Notices were mailed to GHAD property homeowners via First Class U.S. Mail as required. On July 18th, the public hearing regarding the annual GHAD assessment was opened and the Annual Report, dated July 18, 2023 is available on the GHAD webpage of the City's website.

FISCAL IMPACT

Real property owners within the GHAD previously voted against any assessment increase. Based on the "no" vote of the GHAD property owners, the GHAD continues to only be able to afford minor maintenance work and minimal administrative costs in the GHAD-owned open space areas. In order for the GHAD to perform any additional future improvement projects or abatement repairs, the property owners would have to vote to increase their annual assessments beyond the currently approved CPI adjustment.

This budget and the corresponding proposed assessments were calculated and prepared using the approved CPI adjustment, this year of +4.19%, which equates to the annual change in CPI between April 2022 and April 2023.

If this Resolution is not approved as proposed, the GHAD cannot impose or collect the proposed assessments for Fiscal Year 2023/24 and the lack of assessment revenues would negatively impact the GHAD's ability to provide needed services.

Attachments: Resolution No. 03-2023 confirming Assessments [4 pgs.]
Annual Report dated July 18, 2023 [35 pgs.]
Notice of Assessment mailed [2 pgs.]

GHAD RESOLUTION NO. 03 - 2023

**A RESOLUTION ORDERING IMPROVEMENTS AND
CONFIRMING REAL PROPERTY ASSESSMENTS FOR
FISCAL YEAR 2023/24**

**THE BOARD OF DIRECTORS
Oakhurst Geological Hazard Abatement District Clayton,
California**

WHEREAS, by adoption of Resolution No. 02-2023 the Board of Directors of the Oakhurst Geological Hazard Abatement District (GHAD) approved the GHAD's Annual Report and budget, declared its intention to levy and collect real property assessments for Fiscal Year 2023/24, and set a public hearing thereon for July 18, 2023, at the regular meeting place of the Board of Directors; and

WHEREAS, notice of said hearing and the adoption of Resolution No. 02-2023 was duly given as required by the provisions of Division 17, Chapter 6 of the Public Resources Code (Section 26650 et seq.); and

WHEREAS, all owners of property to be assessed within the GHAD were given written notice by first class mail of the proposed assessments in accordance with Public Resources Code Section 26652; and

WHEREAS, on July 18, 2023, the Board of Directors held the noticed public hearing on the proposed real property assessment for the Fiscal Year 2023/24. The July 18, 2023 GHAD meeting heard and considered all oral statements and written communications made and filed thereon by interested persons;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Oakhurst Geological Hazard Abatement District, does hereby:

1. Orders the improvements as set forth in the Annual Report, dated July 18, 2023, and confirms the real property assessments as recommended by the General Manager.
2. The GHAD consists of a portion of the City of Clayton as shown on the boundary map on file with the GHAD's Secretary.
3. A benefit allocation has been determined by the General Manager that establishes three areas and three categories of benefit. The Areas are as follows:
 - a. Area 1 Lower 6000's, Duets, lower Townhouses.
 - b. Area 2 Upper 6000's and 8000's, upper Townhouses.
 - c. Area 3 10000's.

The three categories of benefit are as follows:

- a. Single family dwellings (SFD), regardless of lot size, will be the basic unit of benefit, all lots in the same area to be charged equally.
- b. Duet (duets) parcels are charged 75% of the basic unit due to increased density.
- c. Townhouse (multi-family) parcels are charged 50% of the basic unit due to increased density.

The actual assessments for each lot in the listed subdivisions shall be:

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment ¹ |
|-----------------|----------|------------|---------------|--------|-----------------------------|-------------------------|-------------------------------|
| 1 | 6990 | 92 | Single-Family | 1.00 | 92.00 | \$27.02 | \$2,485.84 |
| 1 | 7065 | 108 | Duets | 0.75 | 81.00 | \$27.02 | \$2,188.08 |
| 1 | 7066 | 117 | Multi-Family | 0.50 | 58.50 | \$27.02 | \$1,579.50 |
| 1 | 7303 | 52 | Multi-Family | 0.50 | 26.00 | \$27.02 | \$702.00 |
| 1 | 7311 | 118 | Duets | 0.75 | 88.50 | \$27.02 | \$2,390.68 |
| 1 | 7768 | 55 | Single-Family | 1.00 | 55.00 | \$27.02 | \$1,486.10 |
| 1 | 7769 | 53 | Single-Family | 1.00 | 53.00 | \$27.02 | \$1,432.06 |
| Subtotal | | 595 | | | 454.00 | | \$12,264.26 |

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment ¹ |
|-----------------|----------|------------|---------------|--------|-----------------------------|-------------------------|-------------------------------|
| 2 | 7256 | 70 | Single-Family | 1.00 | 70.00 | \$36.10 | \$2,527.00 |
| 2 | 7257 | 60 | Single-Family | 1.00 | 60.00 | \$36.10 | \$2,166.00 |
| 2 | 7260 | 75 | Single-Family | 1.00 | 75.00 | \$36.10 | \$2,707.50 |
| 2 | 7261 | 70 | Single-Family | 1.00 | 70.00 | \$36.10 | \$2,527.00 |
| 2 | 7262 | 99 | Single-Family | 1.00 | 99.00 | \$36.10 | \$3,573.90 |
| 2 | 7263 | 101 | Single-Family | 1.00 | 101.00 | \$36.10 | \$3,646.10 |
| 2 | 7264 | 102 | Single-Family | 1.00 | 102.00 | \$36.10 | \$3,682.20 |
| 2 | 7766 | 35 | Single-Family | 1.00 | 35.00 | \$36.10 | \$1,263.50 |
| 2 | 7766 | 60 | Multi-Family | 0.50 | 30.00 | \$36.10 | \$1,082.40 |
| 2 | 7767 | 76 | Multi-Family | 0.50 | 38.00 | \$36.10 | \$1,371.04 |
| Subtotal | | 748 | | | 680.00 | | \$24,546.64 |

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment ¹ |
|-----------------|----------|------------|---------------|--------|-----------------------------|-------------------------|-------------------------------|
| 3 | 7249 | 69 | Single-Family | 1.00 | 69.00 | \$87.08 | \$6,008.52 |
| 3 | 7255 | 72 | Single-Family | 1.00 | 72.00 | \$87.08 | \$6,269.76 |
| Subtotal | | 141 | | | 141.00 | | \$12,278.28 |

Total **1,484** **1,275.00** **\$49,089.18**

¹ Numbers may not foot due to rounding because the County requires all amounts placed on the tax bill to be even so they are divisible by two (2).

4. The Board of Directors declares this Resolution to be, and the same shall constitute, the levy of an assessment for the Fiscal Year 2023/24 as hereinabove referred to.
5. The Board also directs that the real property assessments are payable in the same manner as general taxes and hereby directs the Secretary to file the boundary map and assessment list, or certified copy thereof, together with a certified copy of this resolution, with the County Auditor.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Oakhurst Geological Hazard Abatement District at a regular public meeting thereof held on 18th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE BOARD OF DIRECTORS OF THE
OAKHURST GHAD

Kim Trupiano, Chairperson

ATTEST:

Janet Calderon, Secretary

**OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
COMPARISON OF FISCAL YEAR 2022/23 ANNUAL ASSESSMENTS TO THE
PROPOSED FISCAL YEAR 2023/24 ANNUAL ASSESSMENTS**

| OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT COMPARISON OF FISCAL YEAR 2022/23 ANNUAL ASSESSMENTS TO THE PROPOSED FISCAL YEAR 2023/24 ANNUAL ASSESSMENTS | | | | | | |
|---|-----------------------------|-----------------|--------------|--------------------------------|--------------------------------|----------------------|
| GHAD AREA | SUBDIVISION NAME | SUBDIVISION NO. | TYPE | FISCAL YEAR 2022-23 ASSESSMENT | FISCAL YEAR 2023-24 ASSESSMENT | ANNUAL INCREASE (\$) |
| I | Windmill Canyon I | 6990 | 6,000 sf | \$25.93 | \$27.02 | \$1.09 |
| I | Black Diamond I | 7065 | Duets | \$19.45 | \$20.27 | \$0.82 |
| I | Chaparral Springs I | 7066 | Multi-Family | \$12.97 | \$13.51 | \$0.55 |
| I | Chaparral Springs II | 7303 | Multi-Family | \$12.97 | \$13.51 | \$0.55 |
| I | Black Diamond II | 7311 | Duets | \$19.45 | \$20.27 | \$0.82 |
| I | Oak Hollow IIA | 7768 | 5,000 sf | \$25.93 | \$27.02 | \$1.09 |
| I | Oak Hollow IIB | 7769 | 5,000 sf | \$25.93 | \$27.02 | \$1.09 |
| II | Eagle Peak I | 7256 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Eagle Peak II | 7257 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Falcon Ridge I | 7260 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Falcon Ridge II | 7261 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon II | 7262 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon III | 7263 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon IV/Ironwood | 7264 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Oak Hollow I | 7766 | 5,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Diablo Ridge I | 7766 | Multi-Family | \$17.33 | \$18.05 | \$0.73 |
| II | Diablo Ridge II | 7767 | Multi-Family | \$17.33 | \$18.05 | \$0.73 |
| III | Peacock Creek I | 7249 | 10,000 sf | \$83.58 | \$87.08 | \$3.50 |
| III | Peacock Creek II | 7255 | 10,000 sf | \$83.58 | \$87.08 | \$3.50 |

**NOTICE OF PUBLIC HEARING REGARDING THE LEVY OF ASSESSMENTS ON
REAL PROPERTY IN THE OAKHURST GEOLOGICAL HAZARD ABATEMENT
DISTRICT (GHAD) PURSUANT TO PUBLIC RESOURCES CODE SECTION 26652.**

KNOW ALL INTERESTED PARTIES BY THIS NOTICE THAT:

1. June 6, 2023 the General Manager presented the Fiscal Year 2023/24 GHAD Budget and Annual Report to the Board of Directors. The General Manager's proposed Fiscal Year 2023/24 GHAD budget and annual report indicates total annual assessment revenue of **\$49,089** and recommends the real property assessments shown on the attached table to pay for the obligations of the GHAD during Fiscal Year 2023/24.

2. **The Board of Directors accepted and approved** the report on June 6, 2023, by adopting GHAD Resolution No. 02-2023, which set forth, among other things:

- a. The Board's intent is to levy and collect a per unit assessment in accordance with the recommendation of the General Manager as specified to pay for GHAD obligations in Fiscal Year 2023/24.
- b. Tuesday, July 18, 2023, at 7:00 p.m., either in person or remotely via ZOOM meeting, as the date, time, and place for hearing public comment regarding the levy of said Fiscal Year 2023/24 GHAD assessments.

3. The per unit assessments for the previous Fiscal Year 2022/23 were as shown on the attached table. The proposed per unit assessments represent an increase equal to the latest annual adjustment in the Consumer Price Index for the San Francisco Area, All Items, for All Urban Consumers (4.19%; April 2022 – April 2023). The proposed assessments are in compliance with the annual increase formula previously authorized by the GHAD voters on April 18, 2000 and therefore do not constitute an assessment increase under law.

4. A general description of the items to be maintained and operated in the GHAD and paid for by the assessment is as follows: open space areas and geological hazard mitigation devices and improvements, and GHAD administrative expenses.

5. All interested parties may obtain further particulars concerning the proposed per unit assessments in the GHAD and a description and map of the boundaries of the GHAD by referring to GHAD Resolution 02-2023, and the report of June 6, 2023, which are on file with the GHAD Secretary in Clayton City Hall. In addition, interested parties may contact the General Manager directly by phone at (925) 890-9732 or in person, by ZOOM appointment only, or view the reports at www.ci.clayton.ca.us.

NOW, THEREFORE, any and all persons having any interest in lands within the GHAD liable to be assessed for the expenses of the GHAD for Fiscal Year 2023/24, may appear at the public hearing, the time and place thereof being set forth above, and offer protest to said proposed assessment increase, and any of said persons may also present any objections they may have by written protest filed with the Secretary, Oakhurst Geological Hazard Abatement District, City of Clayton, 6000 Heritage Trail, Clayton, California, 94517, at or before the time set for public hearing.

JANET CALDERON
Secretary
Oakhurst Geological Hazard Abatement District

DATED: June 6, 2023

**OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT
PROPOSED FISCAL YEAR 2023/24 ANNUAL ASSESSMENTS
AND FISCAL YEAR 2022/23 COMPARISON**

| OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT PROPOSED FISCAL YEAR 2023/24 ANNUAL ASSESSMENTS FISCAL YEAR 2023-24 COMPARISON | | | | | | |
|--|-----------------------------|-----------------|--------------|--------------------------------|--------------------------------|----------------------|
| GHAD AREA | SUBDIVISION NAME | SUBDIVISION NO. | TYPE | FISCAL YEAR 2022-23 ASSESSMENT | FISCAL YEAR 2023-24 ASSESSMENT | ANNUAL INCREASE (\$) |
| I | Windmill Canyon I | 6990 | 6,000 sf | \$25.93 | \$27.02 | \$1.09 |
| I | Black Diamond I | 7065 | Duets | \$19.45 | \$20.27 | \$0.82 |
| I | Chaparral Springs I | 7066 | Multi-Family | \$12.97 | \$13.51 | \$0.55 |
| I | Chaparral Springs II | 7303 | Multi-Family | \$12.97 | \$13.51 | \$0.55 |
| I | Black Diamond II | 7311 | Duets | \$19.45 | \$20.27 | \$0.82 |
| I | Oak Hollow IIA | 7768 | 5,000 sf | \$25.93 | \$27.02 | \$1.09 |
| I | Oak Hollow IIB | 7769 | 5,000 sf | \$25.93 | \$27.02 | \$1.09 |
| II | Eagle Peak I | 7256 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Eagle Peak II | 7257 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Falcon Ridge I | 7260 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Falcon Ridge II | 7261 | 8,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon II | 7262 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon III | 7263 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Windmill Canyon IV/Ironwood | 7264 | 6,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Oak Hollow I | 7766 | 5,000 sf | \$34.65 | \$36.10 | \$1.45 |
| II | Diablo Ridge I | 7766 | Multi-Family | \$17.33 | \$18.05 | \$0.73 |
| II | Diablo Ridge II | 7767 | Multi-Family | \$17.33 | \$18.05 | \$0.73 |
| III | Peacock Creek I | 7249 | 10,000 sf | \$83.58 | \$87.08 | \$3.50 |
| III | Peacock Creek II | 7255 | 10,000 sf | \$83.58 | \$87.08 | \$3.50 |



Oakhurst Geological Hazard Abatement District

Fiscal Year 2023-24 Annual Report

July 18, 2023

Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities


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ANNUAL REPORT
GEOLOGICAL HAZARD ABATEMENT DISTRICT
FISCAL YEAR 2023-24

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Annual Report pursuant to the provisions of the Geological Hazard Abatement District's Section 26651 of the California Public Resources Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: 6/19/2023

By: 
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

In 2000, the Oakhurst Geological Hazard Abatement (“District”) was established by vote of the property owners within the geographic boundaries of the District pursuant to Division 17, Geological Hazard Abatement Districts, of the Public Resources Code, Section 26500 et seq. The territory included within the District has been broken into three (3) areas of benefit and generally includes the following subdivision numbers 6990, 7065, 7066, 7303, 7311, 7768, 7769, 7256, 7257, 7260, 7261, 7262, 7263, 7264, 7766, 7767, 7249, and 7255. Copies of the subdivision maps are on file at the City of Clayton (the “City”) and with the Contra Costa County Recorder’s Office.

A reduced copy of the District Diagram showing the boundaries of the parcels within the District is provided in Part C of this Report.

In April 2000, the property owners within the District approved by ballot, assessments to cover the routine maintenance and operational needs of the District. The proceedings approved a method of escalating the annual assessments, so that the District’s revenues may keep pace with annual cost of living increases in the cost to maintain District improvements. The annual escalator approved was to be an annual adjustment in the maximum assessment rate based on the San Francisco Bay Area Consumer Price Index (CPI).

As a result, the District continues to annually levy and collect special assessments on parcels within its boundaries to pay for and fund hazard abatement and the needed maintenance and services in the areas within the District.

SECTION II

ANNUAL REPORT PREPARED FOR THE OAKHURST GEOLOGICAL HAZARD ABATEMENT DISTRICT FISCAL YEAR 2023-24

Pursuant to the code governing Geological Hazard Abatement Districts (Division 17 of the Public Resources Code of the State of California), and in accordance with the Resolution of Intention, adopted by the Board of the Oakhurst Geological Hazard Abatement District on June 6, 2023, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the Oakhurst Geological Hazard Abatement District (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the General Manager of the Oakhurst Geological Hazard and Abatement District and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2023-24, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the General Manager of the Oakhurst Geological Hazard and Abatement District.

PART C: DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file with the General Manager of the Oakhurst Geological Hazard and Abatement District.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the General Manager of the Oakhurst Geological Hazard and Abatement District and is incorporated in this Report. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District maintained improvements are described in the Plan of Control. In general, the improvements may include drainage systems, open space storm drain inlets and outlets, subdrains and outlets, and select retaining walls, and any other appurtenant improvements and services, all which support hazard abatement and prevention services.

Below is a list of repairs and projects that were identified by the City's prior geotechnical consultant. The City's current geotechnical consultant, BSK, will continue to evaluate the needs of the District and prioritize areas of concern as funding allows.

Kelok Way Area

The District's prior geotechnical consultant performed monitoring work in the Kelok Way area in 2020. The Inclinator readings taken in July of 2020 were compared with readings taken in May of 2019 and indicated a very slight slope change of 0.25 inches. Significant concrete cracking and separation has occurred at the cul-de-sac of Kelok Way (8053). With limited funds available to make repairs, the inclinometer replacements may need to be delayed several years until sufficient funds can be saved to fund the installation of the new inclinometer.

The City's prior geotechnical consultant noted that the flatwork cracking on Kelok Way concludes that movement is still likely to occur. Ongoing movement north of Bear Place may begin to adversely impact storm drain, sewer, and water lines, with potential leakage impacting slope stability. It was recommended that water levels within the open pipe piezometers be measured semi-annually.

Pebble Beach Area

The inclinometer in the slope below the street (SI-2) has pinched at a depth of 72 feet thereby prohibiting measurement below that depth. The readings in the upper 72 feet indicate the upper area have not internally moved significantly since the last readings in 2016. The City's prior geotechnical consultant strongly recommended the replacement of inclinometer SI-2 but its replacement has not yet been budgeted due to insufficient District funds being available.

V-Ditch Maintenance

The District is aware of the V-Ditch Maintenance work that is required. However, the necessary funding for this maintenance work is currently not available.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B**ESTIMATE OF COSTS**

The District has developed the Fiscal Year 2023-24 cost estimate to include funding for routine operations, ongoing monitoring costs, an evaluation of the District areas and improvements, costs for emergency and minor repairs, and transfers to the City's general fund for work accomplished by City staff, and when funding allows, the costs associated with undertaking major repairs and adverse conditions. A summary of the Fiscal Year 2023-24 cost estimate follows.

| Oakhurst Geological Hazard Abatement District | |
|---|---------------------|
| Fiscal Year 2023-24 Cost Estimate | |
| Projected Beginning Fund Balance (7/1/2023) | \$26,443.36 |
| Projected Revenues | |
| Assessment Revenues | \$49,089.18 |
| Interest Earnings | \$0.00 |
| Transfer from Presley Settlement Fund ¹ | <u>\$49,991.37</u> |
| Total Projected Revenues | \$99,080.55 |
| Estimate of Expenditures | |
| Engineering/Inspection Services (October site visit) | \$30,000.00 |
| Locate/Measure Water Levels (Inclinometers/Piezometers) | \$25,000.00 |
| Future Ballot Measure Admin | \$32,953.91 |
| GHAD Management | \$15,000.00 |
| Transfer to General Fund | \$8,415.00 |
| Liability Insurance | \$7,500.00 |
| Legal Services | \$4,000.00 |
| County Collection Fee | \$1,380.00 |
| Postage | \$875.00 |
| Miscellaneous | <u>\$400.00</u> |
| Total Estimate of Expenditures | \$125,523.91 |
| Estimate of Reserves | |
| Operating Reserves ² | \$0.00 |
| Capital Reserves | \$0.00 |
| Total Estimate of Reserves | \$0.00 |
| Projected Ending Surplus Fund Balance (6/30/2024) | \$0.00 |
| ¹ The Presley Lawsuit Settlement Funds are used to support the District by offsetting funding shortfalls that exist annually. | |
| ² Operating Reserves should be accumulated annually. The Fiscal Year 2023-24 target Operating Reserve is 50% of the annual expenditures (\$62,761.96). | |

The purpose of the various reserve accounts is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the facilities that are the responsibility of the District.

The Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

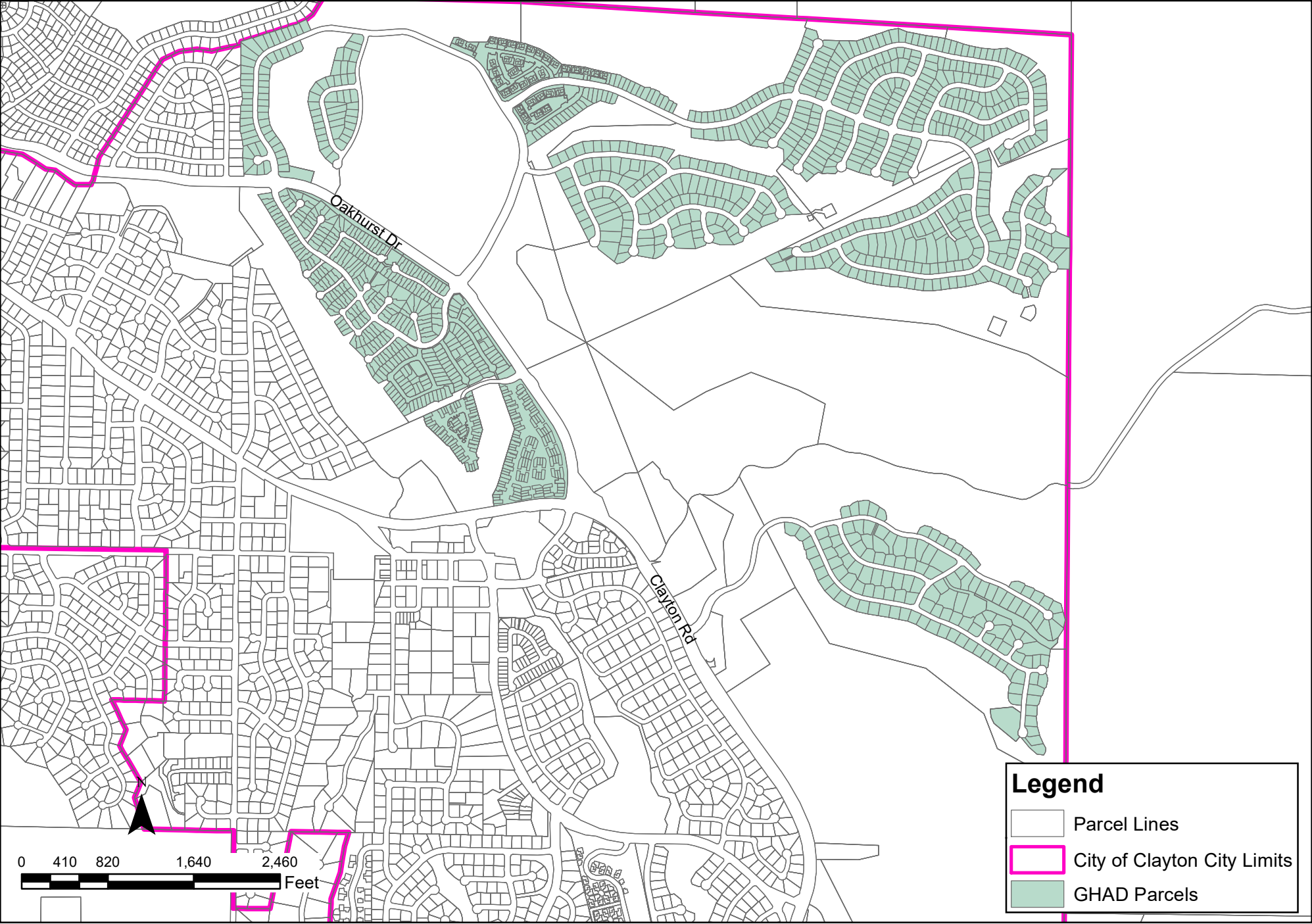
The purpose of collecting and holding funds in a Capital Reserve is so that when and if improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

PART C**DISTRICT DIAGRAM**

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the District Diagram is shown on the following page.

Oakhurst Geological Hazard Abatement District (GHAD) Boundaries



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

A geological hazard abatement district is in essence the same as a benefit assessment district, and therefore the costs budgeted for the District (assessments) must be apportioned to individual parcels according to the benefit received.

The voter approved ballot measure that established the District divided the total development into three separate assessment areas. After reviewing the needs of each area and the benefits of the District to each area, the following percentages of the total budget/cost (including reserves) has been assigned to each area:

Area 1 which includes the lower 6000's, lower 5000's, Duets, and Townhouses, was assigned 25% of the total budget;

Area 2 which includes the Upper 6000's, upper 5000's, 8,000's, condominiums, was assigned 50% of the total budget, and

Area 3 which includes the 10000's was assigned 25% of the total budget.

The number of housing units in each area is not considered a benefit factor and the amount of the assessment per unit will vary from area to area.

The type of housing unit is considered when assigning benefit and the different types of housing mixed into Areas 1 and 2 have been assigned different assessment factors to account for the differing type of housing as follows:

| | |
|---|------|
| Single Family Home (regardless of size) | 1.00 |
| Duets | 0.75 |
| Multi-family | 0.50 |

The process of calculating the original assessment rates for each parcel included calculating the amount of total budget that each area was responsible for and determining each area's proportionate percentage of the total. Each parcel within the District was then assigned an equivalent assessed unit based on the assessment factors referenced above. Each area's budget was then spread to each tract or subdivision ("Sub-Area") based on their total number of equivalent assessed units. From there, each Sub-Area spread their budget amount based on the number of dwelling units to arrive at a maximum assessment rate per Sub-Area.

GEOLOGICAL HAZARD ABATEMENT DISTRICT

FISCAL YEAR 2023-24
METHOD OF APPORTIONMENT

Each fiscal year thereafter, the maximum assessment rates may be increased annually in an amount tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each succeeding year. The change in the CPI from April 2022 to April 2023 was 4.19%. Therefore, the Fiscal Year 2023-24 maximum assessment rates will increase by 4.19% over the Fiscal Year 2022-23 maximum assessment rate. Fiscal Year 2023-24 Maximum Assessment Rates by Area and Sub-Area follow.

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment ¹ |
|-----------------|----------|------------|---------------|--------|-----------------------------|-------------------------|-------------------------------|
| 1 | 6990 | 92 | Single-Family | 1.00 | 92.00 | \$27.02 | \$2,485.84 |
| 1 | 7065 | 108 | Duets | 0.75 | 81.00 | \$27.02 | \$2,188.08 |
| 1 | 7066 | 117 | Multi-Family | 0.50 | 58.50 | \$27.02 | \$1,579.50 |
| 1 | 7303 | 52 | Multi-Family | 0.50 | 26.00 | \$27.02 | \$702.00 |
| 1 | 7311 | 118 | Duets | 0.75 | 88.50 | \$27.02 | \$2,390.68 |
| 1 | 7768 | 55 | Single-Family | 1.00 | 55.00 | \$27.02 | \$1,486.10 |
| 1 | 7769 | 53 | Single-Family | 1.00 | 53.00 | \$27.02 | \$1,432.06 |
| Subtotal | | 595 | | | 454.00 | | \$12,264.26 |

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment |
|-----------------|----------|------------|---------------|--------|-----------------------------|-------------------------|--------------------|
| 2 | 7256 | 70 | Single-Family | 1.00 | 70.00 | \$36.10 | \$2,527.00 |
| 2 | 7257 | 60 | Single-Family | 1.00 | 60.00 | \$36.10 | \$2,166.00 |
| 2 | 7260 | 75 | Single-Family | 1.00 | 75.00 | \$36.10 | \$2,707.50 |
| 2 | 7261 | 70 | Single-Family | 1.00 | 70.00 | \$36.10 | \$2,527.00 |
| 2 | 7262 | 99 | Single-Family | 1.00 | 99.00 | \$36.10 | \$3,573.90 |
| 2 | 7263 | 101 | Single-Family | 1.00 | 101.00 | \$36.10 | \$3,646.10 |
| 2 | 7264 | 102 | Single-Family | 1.00 | 102.00 | \$36.10 | \$3,682.20 |
| 2 | 7766 | 35 | Single-Family | 1.00 | 35.00 | \$36.10 | \$1,263.50 |
| 2 | 7766 | 60 | Multi-Family | 0.50 | 30.00 | \$36.10 | \$1,082.40 |
| 2 | 7767 | 76 | Multi-Family | 0.50 | 38.00 | \$36.10 | \$1,371.04 |
| Subtotal | | 748 | | | 680.00 | | \$24,546.64 |

| Area | Sub-Area | # of Units | Unit Type | Factor | Equivalent Assessable Units | Maximum Assessment Rate | Total Assessment |
|-----------------|----------|--------------|---------------|--------|-----------------------------|-------------------------|--------------------|
| 3 | 7249 | 69 | Single-Family | 1.00 | 69.00 | \$87.08 | \$6,008.52 |
| 3 | 7255 | 72 | Single-Family | 1.00 | 72.00 | \$87.08 | \$6,269.76 |
| Subtotal | | 141 | | | 141.00 | | \$12,278.28 |
| Total | | 1,484 | | | 1,275.00 | | \$49,089.18 |

¹ Numbers may not foot due to rounding because the County requires all amounts placed on the tax bill to be even so they are divisible by two (2).

Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

- 1) Publicly owned parcels that are reserved as public open space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain public utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the residential rate.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2023-24 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is shown in this Report as Appendix "A".

The total proposed assessment for Fiscal Year 2023-24 is \$49,089.18.

APPENDIX "A"
ASSESSMENT ROLL

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 6990**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-381-001 | \$27.02 | 118-391-002 | \$27.02 |
| 118-381-002 | \$27.02 | 118-391-003 | \$27.02 |
| 118-381-003 | \$27.02 | 118-391-004 | \$27.02 |
| 118-381-004 | \$27.02 | 118-391-005 | \$27.02 |
| 118-381-005 | \$27.02 | 118-391-006 | \$27.02 |
| 118-381-006 | \$27.02 | 118-391-007 | \$27.02 |
| 118-381-007 | \$27.02 | 118-391-008 | \$27.02 |
| 118-381-008 | \$27.02 | 118-391-009 | \$27.02 |
| 118-381-009 | \$27.02 | 118-391-010 | \$27.02 |
| 118-381-010 | \$27.02 | 118-391-011 | \$27.02 |
| 118-381-011 | \$27.02 | 118-391-012 | \$27.02 |
| 118-381-012 | \$27.02 | 118-391-013 | \$27.02 |
| 118-381-017 | \$27.02 | 118-391-014 | \$27.02 |
| 118-381-018 | \$27.02 | 118-391-015 | \$27.02 |
| 118-381-019 | \$27.02 | 118-391-016 | \$27.02 |
| 118-381-020 | \$27.02 | 118-391-017 | \$27.02 |
| 118-381-021 | \$27.02 | 118-391-018 | \$27.02 |
| 118-381-022 | \$27.02 | 118-391-019 | \$27.02 |
| 118-381-023 | \$27.02 | 118-391-020 | \$27.02 |
| 118-381-024 | \$27.02 | 118-391-021 | \$27.02 |
| 118-381-025 | \$27.02 | 118-391-022 | \$27.02 |
| 118-381-026 | \$27.02 | 118-391-023 | \$27.02 |
| 118-381-027 | \$27.02 | 118-391-024 | \$27.02 |
| 118-381-028 | \$27.02 | 118-392-001 | \$27.02 |
| 118-381-029 | \$27.02 | 118-392-002 | \$27.02 |
| 118-381-030 | \$27.02 | 118-392-003 | \$27.02 |
| 118-381-036 | \$27.02 | 118-392-004 | \$27.02 |
| 118-381-037 | \$27.02 | 118-392-005 | \$27.02 |
| 118-381-038 | \$27.02 | 118-392-006 | \$27.02 |
| 118-381-039 | \$27.02 | 118-392-007 | \$27.02 |
| 118-382-001 | \$27.02 | 118-392-008 | \$27.02 |
| 118-382-002 | \$27.02 | 118-392-009 | \$27.02 |
| 118-382-003 | \$27.02 | 118-392-010 | \$27.02 |
| 118-382-004 | \$27.02 | 118-392-011 | \$27.02 |
| 118-382-005 | \$27.02 | 118-392-012 | \$27.02 |
| 118-382-006 | \$27.02 | 118-392-013 | \$27.02 |
| 118-382-007 | \$27.02 | 118-392-014 | \$27.02 |
| 118-382-008 | \$27.02 | 118-392-015 | \$27.02 |
| 118-382-009 | \$27.02 | 118-392-016 | \$27.02 |
| 118-382-010 | \$27.02 | | |
| 118-382-011 | \$27.02 | Total Parcels: | 92 |
| 118-382-012 | \$27.02 | Total | |
| 118-382-013 | \$27.02 | Assessment: | \$2,485.84 |
| 118-382-014 | \$27.02 | | |
| 118-382-015 | \$27.02 | | |
| 118-382-016 | \$27.02 | | |
| 118-382-017 | \$27.02 | | |
| 118-382-018 | \$27.02 | | |
| 118-382-019 | \$27.02 | | |
| 118-382-020 | \$27.02 | | |
| 118-382-021 | \$27.02 | | |
| 118-382-022 | \$27.02 | | |
| 118-391-001 | \$27.02 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7065**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|---|------------------------------|
| 118-401-001 | \$20.26 | 118-402-012 | \$20.26 | 118-402-065 | \$20.26 |
| 118-401-002 | \$20.26 | 118-402-013 | \$20.26 | 118-402-066 | \$20.26 |
| 118-401-003 | \$20.26 | 118-402-014 | \$20.26 | | |
| 118-401-004 | \$20.26 | 118-402-015 | \$20.26 | Total Parcels: | 108 |
| 118-401-005 | \$20.26 | 118-402-016 | \$20.26 | Total | |
| 118-401-006 | \$20.26 | 118-402-017 | \$20.26 | Assessment: | \$2,188.08 |
| 118-401-007 | \$20.26 | 118-402-018 | \$20.26 | | |
| 118-401-008 | \$20.26 | 118-402-019 | \$20.26 | | |
| 118-401-009 | \$20.26 | 118-402-020 | \$20.26 | | |
| 118-401-010 | \$20.26 | 118-402-021 | \$20.26 | | |
| 118-401-011 | \$20.26 | 118-402-022 | \$20.26 | | |
| 118-401-012 | \$20.26 | 118-402-023 | \$20.26 | | |
| 118-401-013 | \$20.26 | 118-402-024 | \$20.26 | | |
| 118-401-014 | \$20.26 | 118-402-025 | \$20.26 | | |
| 118-401-015 | \$20.26 | 118-402-026 | \$20.26 | | |
| 118-401-016 | \$20.26 | 118-402-027 | \$20.26 | | |
| 118-401-017 | \$20.26 | 118-402-028 | \$20.26 | | |
| 118-401-018 | \$20.26 | 118-402-029 | \$20.26 | | |
| 118-401-019 | \$20.26 | 118-402-030 | \$20.26 | | |
| 118-401-020 | \$20.26 | 118-402-031 | \$20.26 | | |
| 118-401-021 | \$20.26 | 118-402-032 | \$20.26 | | |
| 118-401-022 | \$20.26 | 118-402-033 | \$20.26 | | |
| 118-401-023 | \$20.26 | 118-402-034 | \$20.26 | | |
| 118-401-024 | \$20.26 | 118-402-035 | \$20.26 | | |
| 118-401-025 | \$20.26 | 118-402-036 | \$20.26 | | |
| 118-401-026 | \$20.26 | 118-402-037 | \$20.26 | | |
| 118-401-027 | \$20.26 | 118-402-038 | \$20.26 | | |
| 118-401-028 | \$20.26 | 118-402-039 | \$20.26 | | |
| 118-401-029 | \$20.26 | 118-402-040 | \$20.26 | | |
| 118-401-030 | \$20.26 | 118-402-041 | \$20.26 | | |
| 118-401-031 | \$20.26 | 118-402-042 | \$20.26 | | |
| 118-401-032 | \$20.26 | 118-402-043 | \$20.26 | | |
| 118-401-033 | \$20.26 | 118-402-044 | \$20.26 | | |
| 118-401-034 | \$20.26 | 118-402-045 | \$20.26 | | |
| 118-401-035 | \$20.26 | 118-402-046 | \$20.26 | | |
| 118-401-036 | \$20.26 | 118-402-047 | \$20.26 | | |
| 118-401-037 | \$20.26 | 118-402-048 | \$20.26 | | |
| 118-401-038 | \$20.26 | 118-402-049 | \$20.26 | | |
| 118-401-039 | \$20.26 | 118-402-050 | \$20.26 | | |
| 118-401-040 | \$20.26 | 118-402-051 | \$20.26 | | |
| 118-401-041 | \$20.26 | 118-402-052 | \$20.26 | | |
| 118-401-042 | \$20.26 | 118-402-053 | \$20.26 | | |
| 118-402-001 | \$20.26 | 118-402-054 | \$20.26 | | |
| 118-402-002 | \$20.26 | 118-402-055 | \$20.26 | | |
| 118-402-003 | \$20.26 | 118-402-056 | \$20.26 | | |
| 118-402-004 | \$20.26 | 118-402-057 | \$20.26 | | |
| 118-402-005 | \$20.26 | 118-402-058 | \$20.26 | | |
| 118-402-006 | \$20.26 | 118-402-059 | \$20.26 | | |
| 118-402-007 | \$20.26 | 118-402-060 | \$20.26 | | |
| 118-402-008 | \$20.26 | 118-402-061 | \$20.26 | | |
| 118-402-009 | \$20.26 | 118-402-062 | \$20.26 | | |
| 118-402-010 | \$20.26 | 118-402-063 | \$20.26 | | |
| 118-402-011 | \$20.26 | 118-402-064 | \$20.26 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)**

**ASSESSMENT ROLL
FISCAL YEAR 2023-24**

SUBDIVISION NO. 7066

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|---|------------------------------|
| 118-410-001 | \$13.50 | 118-410-055 | \$13.50 | 118-410-108 | \$13.50 |
| 118-410-002 | \$13.50 | 118-410-056 | \$13.50 | 118-410-109 | \$13.50 |
| 118-410-003 | \$13.50 | 118-410-057 | \$13.50 | 118-410-110 | \$13.50 |
| 118-410-004 | \$13.50 | 118-410-058 | \$13.50 | 118-410-111 | \$13.50 |
| 118-410-005 | \$13.50 | 118-410-059 | \$13.50 | 118-410-112 | \$13.50 |
| 118-410-006 | \$13.50 | 118-410-060 | \$13.50 | 118-410-113 | \$13.50 |
| 118-410-007 | \$13.50 | 118-410-061 | \$13.50 | 118-410-114 | \$13.50 |
| 118-410-008 | \$13.50 | 118-410-062 | \$13.50 | 118-410-115 | \$13.50 |
| 118-410-009 | \$13.50 | 118-410-063 | \$13.50 | 118-410-116 | \$13.50 |
| 118-410-010 | \$13.50 | 118-410-064 | \$13.50 | 118-410-117 | \$13.50 |
| 118-410-011 | \$13.50 | 118-410-065 | \$13.50 | 118-410-120 | \$13.50 |
| 118-410-012 | \$13.50 | 118-410-066 | \$13.50 | Total Parcels: 117 Total Assessment: \$1,579.50 | |
| 118-410-013 | \$13.50 | 118-410-067 | \$13.50 | | |
| 118-410-014 | \$13.50 | 118-410-069 | \$13.50 | | |
| 118-410-015 | \$13.50 | 118-410-068 | \$13.50 | | |
| 118-410-016 | \$13.50 | 118-410-070 | \$13.50 | | |
| 118-410-017 | \$13.50 | 118-410-071 | \$13.50 | | |
| 118-410-018 | \$13.50 | 118-410-072 | \$13.50 | | |
| 118-410-019 | \$13.50 | 118-410-073 | \$13.50 | | |
| 118-410-020 | \$13.50 | 118-410-074 | \$13.50 | | |
| 118-410-021 | \$13.50 | 118-410-075 | \$13.50 | | |
| 118-410-022 | \$13.50 | 118-410-076 | \$13.50 | | |
| 118-410-023 | \$13.50 | 118-410-077 | \$13.50 | | |
| 118-410-024 | \$13.50 | 118-410-078 | \$13.50 | | |
| 118-410-025 | \$13.50 | 118-410-079 | \$13.50 | | |
| 118-410-026 | \$13.50 | 118-410-080 | \$13.50 | | |
| 118-410-027 | \$13.50 | 118-410-081 | \$13.50 | | |
| 118-410-028 | \$13.50 | 118-410-082 | \$13.50 | | |
| 118-410-029 | \$13.50 | 118-410-083 | \$13.50 | | |
| 118-410-030 | \$13.50 | 118-410-084 | \$13.50 | | |
| 118-410-031 | \$13.50 | 118-410-085 | \$13.50 | | |
| 118-410-032 | \$13.50 | 118-410-086 | \$13.50 | | |
| 118-410-033 | \$13.50 | 118-410-087 | \$13.50 | | |
| 118-410-034 | \$13.50 | 118-410-088 | \$13.50 | | |
| 118-410-035 | \$13.50 | 118-410-089 | \$13.50 | | |
| 118-410-037 | \$13.50 | 118-410-090 | \$13.50 | | |
| 118-410-038 | \$13.50 | 118-410-091 | \$13.50 | | |
| 118-410-039 | \$13.50 | 118-410-092 | \$13.50 | | |
| 118-410-040 | \$13.50 | 118-410-093 | \$13.50 | | |
| 118-410-041 | \$13.50 | 118-410-094 | \$13.50 | | |
| 118-410-042 | \$13.50 | 118-410-095 | \$13.50 | | |
| 118-410-043 | \$13.50 | 118-410-096 | \$13.50 | | |
| 118-410-044 | \$13.50 | 118-410-097 | \$13.50 | | |
| 118-410-045 | \$13.50 | 118-410-098 | \$13.50 | | |
| 118-410-046 | \$13.50 | 118-410-099 | \$13.50 | | |
| 118-410-047 | \$13.50 | 118-410-100 | \$13.50 | | |
| 118-410-048 | \$13.50 | 118-410-101 | \$13.50 | | |
| 118-410-049 | \$13.50 | 118-410-102 | \$13.50 | | |
| 118-410-050 | \$13.50 | 118-410-103 | \$13.50 | | |
| 118-410-051 | \$13.50 | 118-410-104 | \$13.50 | | |
| 118-410-052 | \$13.50 | 118-410-105 | \$13.50 | | |
| 118-410-053 | \$13.50 | 118-410-106 | \$13.50 | | |
| 118-410-054 | \$13.50 | 118-410-107 | \$13.50 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7249**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-480-001 | \$87.08 | 118-490-012 | \$87.08 |
| 118-480-002 | \$87.08 | 118-490-013 | \$87.08 |
| 118-480-003 | \$87.08 | 118-490-014 | \$87.08 |
| 118-480-004 | \$87.08 | 118-490-015 | \$87.08 |
| 118-480-005 | \$87.08 | 118-490-016 | \$87.08 |
| 118-480-006 | \$87.08 | 118-490-017 | \$87.08 |
| 118-480-007 | \$87.08 | 118-490-018 | \$87.08 |
| 118-480-008 | \$87.08 | 118-490-019 | \$87.08 |
| 118-480-009 | \$87.08 | 118-490-020 | \$87.08 |
| 118-480-010 | \$87.08 | 118-490-021 | \$87.08 |
| 118-480-011 | \$87.08 | 118-490-022 | \$87.08 |
| 118-480-012 | \$87.08 | 118-490-023 | \$87.08 |
| 118-480-013 | \$87.08 | 118-490-024 | \$87.08 |
| 118-480-014 | \$87.08 | 118-490-025 | \$87.08 |
| 118-480-015 | \$87.08 | 118-490-027 | \$87.08 |
| 118-480-016 | \$87.08 | 118-490-028 | \$87.08 |
| 118-480-017 | \$87.08 | | |
| 118-480-018 | \$87.08 | Total Parcels: | 69 |
| 118-480-019 | \$87.08 | Total | |
| 118-480-020 | \$87.08 | Assessment: | \$6,008.52 |
| 118-480-023 | \$87.08 | | |
| 118-480-024 | \$87.08 | | |
| 118-480-025 | \$87.08 | | |
| 118-480-026 | \$87.08 | | |
| 118-480-027 | \$87.08 | | |
| 118-480-028 | \$87.08 | | |
| 118-480-029 | \$87.08 | | |
| 118-480-030 | \$87.08 | | |
| 118-480-031 | \$87.08 | | |
| 118-480-034 | \$87.08 | | |
| 118-480-035 | \$87.08 | | |
| 118-480-036 | \$87.08 | | |
| 118-480-037 | \$87.08 | | |
| 118-480-038 | \$87.08 | | |
| 118-480-039 | \$87.08 | | |
| 118-480-040 | \$87.08 | | |
| 118-480-041 | \$87.08 | | |
| 118-480-042 | \$87.08 | | |
| 118-480-043 | \$87.08 | | |
| 118-480-044 | \$87.08 | | |
| 118-480-045 | \$87.08 | | |
| 118-480-046 | \$87.08 | | |
| 118-480-047 | \$87.08 | | |
| 118-480-048 | \$87.08 | | |
| 118-490-001 | \$87.08 | | |
| 118-490-003 | \$87.08 | | |
| 118-490-005 | \$87.08 | | |
| 118-490-006 | \$87.08 | | |
| 118-490-007 | \$87.08 | | |
| 118-490-008 | \$87.08 | | |
| 118-490-009 | \$87.08 | | |
| 118-490-010 | \$87.08 | | |
| 118-490-011 | \$87.08 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7255**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-500-001 | \$87.08 | 118-510-024 | \$87.08 |
| 118-500-002 | \$87.08 | 118-510-025 | \$87.08 |
| 118-500-005 | \$87.08 | 118-510-026 | \$87.08 |
| 118-500-006 | \$87.08 | 118-510-027 | \$87.08 |
| 118-500-007 | \$87.08 | 118-510-028 | \$87.08 |
| 118-500-008 | \$87.08 | 118-510-029 | \$87.08 |
| 118-500-009 | \$87.08 | 118-510-030 | \$87.08 |
| 118-500-010 | \$87.08 | 118-510-031 | \$87.08 |
| 118-500-011 | \$87.08 | 118-510-032 | \$87.08 |
| 118-500-012 | \$87.08 | 118-510-033 | \$87.08 |
| 118-500-013 | \$87.08 | 118-510-034 | \$87.08 |
| 118-500-014 | \$87.08 | 118-510-035 | \$87.08 |
| 118-500-015 | \$87.08 | 118-510-036 | \$87.08 |
| 118-500-016 | \$87.08 | 118-510-037 | \$87.08 |
| 118-500-017 | \$87.08 | 118-510-038 | \$87.08 |
| 118-500-018 | \$87.08 | 118-510-039 | \$87.08 |
| 118-500-019 | \$87.08 | 118-510-040 | \$87.08 |
| 118-500-020 | \$87.08 | 118-510-041 | \$87.08 |
| 118-500-021 | \$87.08 | 118-510-042 | \$87.08 |
| 118-500-022 | \$87.08 | | |
| 118-500-023 | \$87.08 | Total Parcels: | 72 |
| 118-500-024 | \$87.08 | Total | |
| 118-500-025 | \$87.08 | Assessment: | \$6,269.76 |
| 118-500-026 | \$87.08 | | |
| 118-500-027 | \$87.08 | | |
| 118-500-028 | \$87.08 | | |
| 118-500-029 | \$87.08 | | |
| 118-500-030 | \$87.08 | | |
| 118-500-031 | \$87.08 | | |
| 118-500-032 | \$87.08 | | |
| 118-500-033 | \$87.08 | | |
| 118-510-001 | \$87.08 | | |
| 118-510-002 | \$87.08 | | |
| 118-510-003 | \$87.08 | | |
| 118-510-004 | \$87.08 | | |
| 118-510-005 | \$87.08 | | |
| 118-510-006 | \$87.08 | | |
| 118-510-007 | \$87.08 | | |
| 118-510-008 | \$87.08 | | |
| 118-510-009 | \$87.08 | | |
| 118-510-010 | \$87.08 | | |
| 118-510-011 | \$87.08 | | |
| 118-510-012 | \$87.08 | | |
| 118-510-013 | \$87.08 | | |
| 118-510-015 | \$87.08 | | |
| 118-510-016 | \$87.08 | | |
| 118-510-017 | \$87.08 | | |
| 118-510-018 | \$87.08 | | |
| 118-510-019 | \$87.08 | | |
| 118-510-020 | \$87.08 | | |
| 118-510-021 | \$87.08 | | |
| 118-510-022 | \$87.08 | | |
| 118-510-023 | \$87.08 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7256**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-421-001 | \$36.10 | 118-432-006 | \$36.10 |
| 118-421-002 | \$36.10 | 118-432-007 | \$36.10 |
| 118-421-003 | \$36.10 | 118-432-008 | \$36.10 |
| 118-422-001 | \$36.10 | 118-432-009 | \$36.10 |
| 118-422-002 | \$36.10 | 118-432-010 | \$36.10 |
| 118-422-003 | \$36.10 | 118-432-011 | \$36.10 |
| 118-422-004 | \$36.10 | 118-432-012 | \$36.10 |
| 118-422-005 | \$36.10 | 118-432-013 | \$36.10 |
| 118-422-006 | \$36.10 | 118-432-014 | \$36.10 |
| 118-422-007 | \$36.10 | 118-432-015 | \$36.10 |
| 118-423-001 | \$36.10 | 118-432-016 | \$36.10 |
| 118-423-002 | \$36.10 | 118-432-017 | \$36.10 |
| 118-423-003 | \$36.10 | 118-432-019 | \$36.10 |
| 118-423-004 | \$36.10 | 118-432-020 | \$36.10 |
| 118-423-005 | \$36.10 | 118-433-002 | \$36.10 |
| 118-423-006 | \$36.10 | 118-433-003 | \$36.10 |
| 118-423-007 | \$36.10 | 118-433-004 | \$36.10 |
| 118-423-008 | \$36.10 | <hr/> | |
| 118-423-009 | \$36.10 | Total Parcels: | 70 |
| 118-423-010 | \$36.10 | Total | |
| 118-423-011 | \$36.10 | Assessment: | \$2,527.00 |
| 118-423-012 | \$36.10 | | |
| 118-423-013 | \$36.10 | | |
| 118-423-014 | \$36.10 | | |
| 118-423-015 | \$36.10 | | |
| 118-424-001 | \$36.10 | | |
| 118-424-002 | \$36.10 | | |
| 118-424-003 | \$36.10 | | |
| 118-424-004 | \$36.10 | | |
| 118-424-005 | \$36.10 | | |
| 118-424-006 | \$36.10 | | |
| 118-424-007 | \$36.10 | | |
| 118-424-008 | \$36.10 | | |
| 118-424-009 | \$36.10 | | |
| 118-424-010 | \$36.10 | | |
| 118-424-011 | \$36.10 | | |
| 118-424-012 | \$36.10 | | |
| 118-424-013 | \$36.10 | | |
| 118-424-014 | \$36.10 | | |
| 118-424-015 | \$36.10 | | |
| 118-424-016 | \$36.10 | | |
| 118-424-017 | \$36.10 | | |
| 118-424-018 | \$36.10 | | |
| 118-424-019 | \$36.10 | | |
| 118-431-001 | \$36.10 | | |
| 118-431-002 | \$36.10 | | |
| 118-431-003 | \$36.10 | | |
| 118-431-004 | \$36.10 | | |
| 118-431-005 | \$36.10 | | |
| 118-432-002 | \$36.10 | | |
| 118-432-003 | \$36.10 | | |
| 118-432-004 | \$36.10 | | |
| 118-432-005 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7257**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-570-001 | \$36.10 | 118-570-057 | \$36.10 |
| 118-570-002 | \$36.10 | 118-570-058 | \$36.10 |
| 118-570-003 | \$36.10 | 118-570-059 | \$36.10 |
| 118-570-004 | \$36.10 | 118-570-060 | \$36.10 |
| 118-570-005 | \$36.10 | 118-570-061 | \$36.10 |
| 118-570-006 | \$36.10 | 118-570-062 | \$36.10 |
| 118-570-007 | \$36.10 | 118-570-063 | \$36.10 |
| 118-570-008 | \$36.10 | | |
| 118-570-009 | \$36.10 | Total Parcels: | 60 |
| 118-570-010 | \$36.10 | Total | |
| 118-570-012 | \$36.10 | Assessment: | \$2,166.00 |
| 118-570-013 | \$36.10 | | |
| 118-570-014 | \$36.10 | | |
| 118-570-015 | \$36.10 | | |
| 118-570-016 | \$36.10 | | |
| 118-570-017 | \$36.10 | | |
| 118-570-018 | \$36.10 | | |
| 118-570-019 | \$36.10 | | |
| 118-570-020 | \$36.10 | | |
| 118-570-021 | \$36.10 | | |
| 118-570-022 | \$36.10 | | |
| 118-570-023 | \$36.10 | | |
| 118-570-024 | \$36.10 | | |
| 118-570-025 | \$36.10 | | |
| 118-570-026 | \$36.10 | | |
| 118-570-027 | \$36.10 | | |
| 118-570-028 | \$36.10 | | |
| 118-570-029 | \$36.10 | | |
| 118-570-030 | \$36.10 | | |
| 118-570-031 | \$36.10 | | |
| 118-570-032 | \$36.10 | | |
| 118-570-033 | \$36.10 | | |
| 118-570-034 | \$36.10 | | |
| 118-570-035 | \$36.10 | | |
| 118-570-038 | \$36.10 | | |
| 118-570-039 | \$36.10 | | |
| 118-570-040 | \$36.10 | | |
| 118-570-041 | \$36.10 | | |
| 118-570-042 | \$36.10 | | |
| 118-570-043 | \$36.10 | | |
| 118-570-044 | \$36.10 | | |
| 118-570-045 | \$36.10 | | |
| 118-570-046 | \$36.10 | | |
| 118-570-047 | \$36.10 | | |
| 118-570-048 | \$36.10 | | |
| 118-570-049 | \$36.10 | | |
| 118-570-050 | \$36.10 | | |
| 118-570-051 | \$36.10 | | |
| 118-570-052 | \$36.10 | | |
| 118-570-053 | \$36.10 | | |
| 118-570-054 | \$36.10 | | |
| 118-570-055 | \$36.10 | | |
| 118-570-056 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7260**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-640-001 | \$36.10 | 118-650-010 | \$36.10 |
| 118-640-002 | \$36.10 | 118-650-011 | \$36.10 |
| 118-640-003 | \$36.10 | 118-650-012 | \$36.10 |
| 118-640-004 | \$36.10 | 118-650-013 | \$36.10 |
| 118-640-005 | \$36.10 | 118-650-014 | \$36.10 |
| 118-640-006 | \$36.10 | 118-650-015 | \$36.10 |
| 118-640-007 | \$36.10 | 118-650-016 | \$36.10 |
| 118-640-008 | \$36.10 | 118-650-017 | \$36.10 |
| 118-640-009 | \$36.10 | 118-650-018 | \$36.10 |
| 118-640-010 | \$36.10 | 118-650-019 | \$36.10 |
| 118-640-011 | \$36.10 | 118-650-020 | \$36.10 |
| 118-640-012 | \$36.10 | 118-650-021 | \$36.10 |
| 118-640-014 | \$36.10 | 118-650-022 | \$36.10 |
| 118-640-015 | \$36.10 | 118-650-023 | \$36.10 |
| 118-640-016 | \$36.10 | 118-650-024 | \$36.10 |
| 118-640-017 | \$36.10 | 118-650-025 | \$36.10 |
| 118-640-018 | \$36.10 | 118-650-026 | \$36.10 |
| 118-640-019 | \$36.10 | 118-650-027 | \$36.10 |
| 118-640-020 | \$36.10 | 118-650-028 | \$36.10 |
| 118-640-022 | \$36.10 | 118-650-029 | \$36.10 |
| 118-640-024 | \$36.10 | 118-650-030 | \$36.10 |
| 118-640-025 | \$36.10 | 118-650-031 | \$36.10 |
| 118-640-026 | \$36.10 | | |
| 118-640-027 | \$36.10 | Total Parcels: | 75 |
| 118-640-028 | \$36.10 | Total | |
| 118-640-029 | \$36.10 | Assessment: | \$2,707.50 |
| 118-640-030 | \$36.10 | | |
| 118-640-031 | \$36.10 | | |
| 118-640-032 | \$36.10 | | |
| 118-640-033 | \$36.10 | | |
| 118-640-034 | \$36.10 | | |
| 118-640-035 | \$36.10 | | |
| 118-640-036 | \$36.10 | | |
| 118-640-037 | \$36.10 | | |
| 118-640-038 | \$36.10 | | |
| 118-640-039 | \$36.10 | | |
| 118-640-040 | \$36.10 | | |
| 118-640-041 | \$36.10 | | |
| 118-640-042 | \$36.10 | | |
| 118-640-043 | \$36.10 | | |
| 118-640-044 | \$36.10 | | |
| 118-640-046 | \$36.10 | | |
| 118-640-047 | \$36.10 | | |
| 118-640-048 | \$36.10 | | |
| 118-650-001 | \$36.10 | | |
| 118-650-002 | \$36.10 | | |
| 118-650-003 | \$36.10 | | |
| 118-650-004 | \$36.10 | | |
| 118-650-005 | \$36.10 | | |
| 118-650-006 | \$36.10 | | |
| 118-650-007 | \$36.10 | | |
| 118-650-008 | \$36.10 | | |
| 118-650-009 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7261**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-670-001 | \$36.10 | 118-680-010 | \$36.10 |
| 118-670-002 | \$36.10 | 118-680-011 | \$36.10 |
| 118-670-003 | \$36.10 | 118-680-012 | \$36.10 |
| 118-670-004 | \$36.10 | 118-680-013 | \$36.10 |
| 118-670-005 | \$36.10 | 118-680-014 | \$36.10 |
| 118-670-006 | \$36.10 | 118-680-015 | \$36.10 |
| 118-670-007 | \$36.10 | 118-680-016 | \$36.10 |
| 118-670-008 | \$36.10 | 118-680-017 | \$36.10 |
| 118-670-009 | \$36.10 | 118-680-018 | \$36.10 |
| 118-670-010 | \$36.10 | 118-680-019 | \$36.10 |
| 118-670-011 | \$36.10 | 118-680-020 | \$36.10 |
| 118-670-012 | \$36.10 | 118-680-021 | \$36.10 |
| 118-670-013 | \$36.10 | 118-680-022 | \$36.10 |
| 118-670-014 | \$36.10 | 118-680-023 | \$36.10 |
| 118-670-015 | \$36.10 | 118-680-024 | \$36.10 |
| 118-670-016 | \$36.10 | 118-680-025 | \$36.10 |
| 118-670-017 | \$36.10 | 118-680-026 | \$36.10 |
| 118-670-018 | \$36.10 | <hr/> | |
| 118-670-019 | \$36.10 | Total Parcels: | 70 |
| 118-670-020 | \$36.10 | Total | |
| 118-670-021 | \$36.10 | Assessment: | \$2,527.00 |
| 118-670-022 | \$36.10 | | |
| 118-670-023 | \$36.10 | | |
| 118-670-024 | \$36.10 | | |
| 118-670-025 | \$36.10 | | |
| 118-670-026 | \$36.10 | | |
| 118-670-027 | \$36.10 | | |
| 118-670-028 | \$36.10 | | |
| 118-670-029 | \$36.10 | | |
| 118-670-030 | \$36.10 | | |
| 118-670-031 | \$36.10 | | |
| 118-670-032 | \$36.10 | | |
| 118-670-033 | \$36.10 | | |
| 118-670-034 | \$36.10 | | |
| 118-670-035 | \$36.10 | | |
| 118-670-036 | \$36.10 | | |
| 118-670-037 | \$36.10 | | |
| 118-670-038 | \$36.10 | | |
| 118-670-039 | \$36.10 | | |
| 118-670-040 | \$36.10 | | |
| 118-670-041 | \$36.10 | | |
| 118-670-042 | \$36.10 | | |
| 118-670-043 | \$36.10 | | |
| 118-670-044 | \$36.10 | | |
| 118-680-001 | \$36.10 | | |
| 118-680-002 | \$36.10 | | |
| 118-680-003 | \$36.10 | | |
| 118-680-004 | \$36.10 | | |
| 118-680-005 | \$36.10 | | |
| 118-680-006 | \$36.10 | | |
| 118-680-007 | \$36.10 | | |
| 118-680-008 | \$36.10 | | |
| 118-680-009 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7262**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-441-001 | \$36.10 | 118-451-004 | \$36.10 |
| 118-441-002 | \$36.10 | 118-451-005 | \$36.10 |
| 118-441-003 | \$36.10 | 118-451-006 | \$36.10 |
| 118-441-004 | \$36.10 | 118-451-007 | \$36.10 |
| 118-441-005 | \$36.10 | 118-451-008 | \$36.10 |
| 118-441-006 | \$36.10 | 118-451-009 | \$36.10 |
| 118-441-007 | \$36.10 | 118-451-010 | \$36.10 |
| 118-441-008 | \$36.10 | 118-451-011 | \$36.10 |
| 118-441-009 | \$36.10 | 118-452-001 | \$36.10 |
| 118-441-010 | \$36.10 | 118-452-002 | \$36.10 |
| 118-441-011 | \$36.10 | 118-452-003 | \$36.10 |
| 118-441-012 | \$36.10 | 118-452-004 | \$36.10 |
| 118-441-013 | \$36.10 | 118-452-005 | \$36.10 |
| 118-441-014 | \$36.10 | 118-452-006 | \$36.10 |
| 118-441-015 | \$36.10 | 118-452-007 | \$36.10 |
| 118-441-016 | \$36.10 | 118-452-008 | \$36.10 |
| 118-441-017 | \$36.10 | 118-452-009 | \$36.10 |
| 118-441-018 | \$36.10 | 118-452-010 | \$36.10 |
| 118-441-019 | \$36.10 | 118-452-011 | \$36.10 |
| 118-441-020 | \$36.10 | 118-452-012 | \$36.10 |
| 118-441-021 | \$36.10 | 118-452-013 | \$36.10 |
| 118-441-022 | \$36.10 | 118-452-014 | \$36.10 |
| 118-441-023 | \$36.10 | 118-452-015 | \$36.10 |
| 118-441-024 | \$36.10 | 118-452-016 | \$36.10 |
| 118-441-025 | \$36.10 | 118-452-017 | \$36.10 |
| 118-441-026 | \$36.10 | 118-452-018 | \$36.10 |
| 118-442-001 | \$36.10 | 118-452-019 | \$36.10 |
| 118-442-002 | \$36.10 | 118-452-020 | \$36.10 |
| 118-442-003 | \$36.10 | 118-452-021 | \$36.10 |
| 118-442-004 | \$36.10 | 118-452-022 | \$36.10 |
| 118-442-005 | \$36.10 | 118-452-023 | \$36.10 |
| 118-442-006 | \$36.10 | 118-452-024 | \$36.10 |
| 118-442-007 | \$36.10 | 118-452-025 | \$36.10 |
| 118-442-008 | \$36.10 | 118-452-026 | \$36.10 |
| 118-442-009 | \$36.10 | 118-452-027 | \$36.10 |
| 118-442-010 | \$36.10 | 118-452-028 | \$36.10 |
| 118-442-011 | \$36.10 | 118-452-029 | \$36.10 |
| 118-442-012 | \$36.10 | 118-452-030 | \$36.10 |
| 118-442-013 | \$36.10 | 118-452-031 | \$36.10 |
| 118-442-014 | \$36.10 | 118-452-032 | \$36.10 |
| 118-442-015 | \$36.10 | 118-452-033 | \$36.10 |
| 118-442-016 | \$36.10 | 118-452-034 | \$36.10 |
| 118-442-017 | \$36.10 | 118-452-035 | \$36.10 |
| 118-443-001 | \$36.10 | 118-452-036 | \$36.10 |
| 118-443-002 | \$36.10 | 118-452-037 | \$36.10 |
| 118-443-003 | \$36.10 | 118-452-038 | \$36.10 |
| 118-443-004 | \$36.10 | <hr/> | |
| 118-443-005 | \$36.10 | Total Parcels: | 99 |
| 118-443-006 | \$36.10 | Total | |
| 118-443-007 | \$36.10 | Assessment: | \$3,573.90 |
| 118-451-001 | \$36.10 | | |
| 118-451-002 | \$36.10 | | |
| 118-451-003 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7263**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-540-001 | \$36.10 | 118-540-054 | \$36.10 |
| 118-540-002 | \$36.10 | 118-540-055 | \$36.10 |
| 118-540-003 | \$36.10 | 118-540-056 | \$36.10 |
| 118-540-004 | \$36.10 | 118-540-057 | \$36.10 |
| 118-540-005 | \$36.10 | 118-540-058 | \$36.10 |
| 118-540-006 | \$36.10 | 118-540-059 | \$36.10 |
| 118-540-007 | \$36.10 | 118-540-060 | \$36.10 |
| 118-540-008 | \$36.10 | 118-540-061 | \$36.10 |
| 118-540-009 | \$36.10 | 118-540-062 | \$36.10 |
| 118-540-010 | \$36.10 | 118-540-063 | \$36.10 |
| 118-540-011 | \$36.10 | 118-540-064 | \$36.10 |
| 118-540-012 | \$36.10 | 118-540-065 | \$36.10 |
| 118-540-013 | \$36.10 | 118-550-002 | \$36.10 |
| 118-540-014 | \$36.10 | 118-550-003 | \$36.10 |
| 118-540-015 | \$36.10 | 118-550-004 | \$36.10 |
| 118-540-016 | \$36.10 | 118-550-005 | \$36.10 |
| 118-540-017 | \$36.10 | 118-550-006 | \$36.10 |
| 118-540-018 | \$36.10 | 118-550-007 | \$36.10 |
| 118-540-019 | \$36.10 | 118-550-008 | \$36.10 |
| 118-540-020 | \$36.10 | 118-550-009 | \$36.10 |
| 118-540-021 | \$36.10 | 118-550-010 | \$36.10 |
| 118-540-022 | \$36.10 | 118-550-011 | \$36.10 |
| 118-540-023 | \$36.10 | 118-550-012 | \$36.10 |
| 118-540-024 | \$36.10 | 118-550-013 | \$36.10 |
| 118-540-025 | \$36.10 | 118-550-014 | \$36.10 |
| 118-540-026 | \$36.10 | 118-550-015 | \$36.10 |
| 118-540-027 | \$36.10 | 118-550-016 | \$36.10 |
| 118-540-028 | \$36.10 | 118-550-017 | \$36.10 |
| 118-540-029 | \$36.10 | 118-550-018 | \$36.10 |
| 118-540-030 | \$36.10 | 118-550-019 | \$36.10 |
| 118-540-031 | \$36.10 | 118-550-020 | \$36.10 |
| 118-540-032 | \$36.10 | 118-550-021 | \$36.10 |
| 118-540-033 | \$36.10 | 118-550-022 | \$36.10 |
| 118-540-034 | \$36.10 | 118-550-023 | \$36.10 |
| 118-540-035 | \$36.10 | 118-550-024 | \$36.10 |
| 118-540-036 | \$36.10 | 118-550-025 | \$36.10 |
| 118-540-037 | \$36.10 | 118-550-026 | \$36.10 |
| 118-540-038 | \$36.10 | 118-550-027 | \$36.10 |
| 118-540-039 | \$36.10 | 118-550-028 | \$36.10 |
| 118-540-040 | \$36.10 | 118-550-029 | \$36.10 |
| 118-540-041 | \$36.10 | 118-550-030 | \$36.10 |
| 118-540-042 | \$36.10 | 118-550-031 | \$36.10 |
| 118-540-043 | \$36.10 | 118-550-032 | \$36.10 |
| 118-540-044 | \$36.10 | 118-550-033 | \$36.10 |
| 118-540-045 | \$36.10 | 118-550-034 | \$36.10 |
| 118-540-046 | \$36.10 | 118-550-035 | \$36.10 |
| 118-540-047 | \$36.10 | 118-550-036 | \$36.10 |
| 118-540-048 | \$36.10 | 118-550-038 | \$36.10 |
| 118-540-049 | \$36.10 | <hr/> | |
| 118-540-050 | \$36.10 | Total Parcels: | 101 |
| 118-540-051 | \$36.10 | Total | |
| 118-540-052 | \$36.10 | Assessment: | \$3,646.10 |
| 118-540-053 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7264**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-620-001 | \$36.10 | 118-620-054 | \$36.10 |
| 118-620-002 | \$36.10 | 118-620-055 | \$36.10 |
| 118-620-003 | \$36.10 | 118-620-056 | \$36.10 |
| 118-620-004 | \$36.10 | 118-620-057 | \$36.10 |
| 118-620-005 | \$36.10 | 118-620-058 | \$36.10 |
| 118-620-006 | \$36.10 | 118-620-059 | \$36.10 |
| 118-620-007 | \$36.10 | 118-620-060 | \$36.10 |
| 118-620-008 | \$36.10 | 118-620-061 | \$36.10 |
| 118-620-009 | \$36.10 | 118-620-062 | \$36.10 |
| 118-620-010 | \$36.10 | 118-630-001 | \$36.10 |
| 118-620-011 | \$36.10 | 118-630-002 | \$36.10 |
| 118-620-012 | \$36.10 | 118-630-003 | \$36.10 |
| 118-620-013 | \$36.10 | 118-630-004 | \$36.10 |
| 118-620-014 | \$36.10 | 118-630-005 | \$36.10 |
| 118-620-015 | \$36.10 | 118-630-006 | \$36.10 |
| 118-620-016 | \$36.10 | 118-630-007 | \$36.10 |
| 118-620-017 | \$36.10 | 118-630-008 | \$36.10 |
| 118-620-018 | \$36.10 | 118-630-009 | \$36.10 |
| 118-620-019 | \$36.10 | 118-630-010 | \$36.10 |
| 118-620-020 | \$36.10 | 118-630-011 | \$36.10 |
| 118-620-021 | \$36.10 | 118-630-012 | \$36.10 |
| 118-620-022 | \$36.10 | 118-630-013 | \$36.10 |
| 118-620-023 | \$36.10 | 118-630-014 | \$36.10 |
| 118-620-024 | \$36.10 | 118-630-015 | \$36.10 |
| 118-620-025 | \$36.10 | 118-630-016 | \$36.10 |
| 118-620-026 | \$36.10 | 118-630-017 | \$36.10 |
| 118-620-027 | \$36.10 | 118-630-018 | \$36.10 |
| 118-620-028 | \$36.10 | 118-630-019 | \$36.10 |
| 118-620-029 | \$36.10 | 118-630-020 | \$36.10 |
| 118-620-030 | \$36.10 | 118-630-021 | \$36.10 |
| 118-620-031 | \$36.10 | 118-630-022 | \$36.10 |
| 118-620-032 | \$36.10 | 118-630-023 | \$36.10 |
| 118-620-033 | \$36.10 | 118-630-024 | \$36.10 |
| 118-620-034 | \$36.10 | 118-630-025 | \$36.10 |
| 118-620-035 | \$36.10 | 118-630-026 | \$36.10 |
| 118-620-036 | \$36.10 | 118-630-027 | \$36.10 |
| 118-620-037 | \$36.10 | 118-630-028 | \$36.10 |
| 118-620-038 | \$36.10 | 118-630-029 | \$36.10 |
| 118-620-039 | \$36.10 | 118-630-030 | \$36.10 |
| 118-620-040 | \$36.10 | 118-630-031 | \$36.10 |
| 118-620-041 | \$36.10 | 118-630-032 | \$36.10 |
| 118-620-042 | \$36.10 | 118-630-033 | \$36.10 |
| 118-620-043 | \$36.10 | 118-630-034 | \$36.10 |
| 118-620-044 | \$36.10 | 118-630-035 | \$36.10 |
| 118-620-045 | \$36.10 | 118-630-036 | \$36.10 |
| 118-620-046 | \$36.10 | 118-630-037 | \$36.10 |
| 118-620-047 | \$36.10 | 118-630-038 | \$36.10 |
| 118-620-048 | \$36.10 | 118-630-039 | \$36.10 |
| 118-620-049 | \$36.10 | 118-630-040 | \$36.10 |
| 118-620-050 | \$36.10 | Total Parcels: 102 | |
| 118-620-051 | \$36.10 | Total | |
| 118-620-052 | \$36.10 | Assessment: | \$3,682.20 |
| 118-620-053 | \$36.10 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7303**

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| | |
|-------------|---------|
| 118-530-001 | \$13.50 |
| 118-530-002 | \$13.50 |
| 118-530-003 | \$13.50 |
| 118-530-004 | \$13.50 |
| 118-530-005 | \$13.50 |
| 118-530-006 | \$13.50 |
| 118-530-007 | \$13.50 |
| 118-530-008 | \$13.50 |
| 118-530-009 | \$13.50 |
| 118-530-010 | \$13.50 |
| 118-530-011 | \$13.50 |
| 118-530-012 | \$13.50 |
| 118-530-013 | \$13.50 |
| 118-530-014 | \$13.50 |
| 118-530-015 | \$13.50 |
| 118-530-016 | \$13.50 |
| 118-530-017 | \$13.50 |
| 118-530-018 | \$13.50 |
| 118-530-019 | \$13.50 |
| 118-530-020 | \$13.50 |
| 118-530-021 | \$13.50 |
| 118-530-022 | \$13.50 |
| 118-530-023 | \$13.50 |
| 118-530-024 | \$13.50 |
| 118-530-025 | \$13.50 |
| 118-530-026 | \$13.50 |
| 118-530-027 | \$13.50 |
| 118-530-028 | \$13.50 |
| 118-530-029 | \$13.50 |
| 118-530-030 | \$13.50 |
| 118-530-031 | \$13.50 |
| 118-530-033 | \$13.50 |
| 118-530-034 | \$13.50 |
| 118-530-035 | \$13.50 |
| 118-530-036 | \$13.50 |
| 118-530-037 | \$13.50 |
| 118-530-038 | \$13.50 |
| 118-530-039 | \$13.50 |
| 118-530-040 | \$13.50 |
| 118-530-041 | \$13.50 |
| 118-530-042 | \$13.50 |
| 118-530-043 | \$13.50 |
| 118-530-044 | \$13.50 |
| 118-530-045 | \$13.50 |
| 118-530-046 | \$13.50 |
| 118-530-047 | \$13.50 |
| 118-530-048 | \$13.50 |
| 118-530-049 | \$13.50 |
| 118-530-050 | \$13.50 |
| 118-530-051 | \$13.50 |
| 118-530-052 | \$13.50 |
| 118-530-056 | \$13.50 |

| | |
|----------------|----------|
| Total Parcels: | 52 |
| Total | |
| Assessment: | \$702.00 |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7311**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|---|------------------------------|
| 118-460-001 | \$20.26 | 118-460-054 | \$20.26 | 118-460-108 | \$20.26 |
| 118-460-002 | \$20.26 | 118-460-055 | \$20.26 | 118-460-109 | \$20.26 |
| 118-460-003 | \$20.26 | 118-460-056 | \$20.26 | 118-460-110 | \$20.26 |
| 118-460-004 | \$20.26 | 118-460-057 | \$20.26 | 118-460-111 | \$20.26 |
| 118-460-005 | \$20.26 | 118-460-058 | \$20.26 | 118-460-112 | \$20.26 |
| 118-460-006 | \$20.26 | 118-460-059 | \$20.26 | 118-460-113 | \$20.26 |
| 118-460-007 | \$20.26 | 118-460-060 | \$20.26 | 118-460-114 | \$20.26 |
| 118-460-008 | \$20.26 | 118-460-061 | \$20.26 | 118-460-115 | \$20.26 |
| 118-460-009 | \$20.26 | 118-460-062 | \$20.26 | 118-460-116 | \$20.26 |
| 118-460-010 | \$20.26 | 118-460-063 | \$20.26 | 118-460-117 | \$20.26 |
| 118-460-011 | \$20.26 | 118-460-064 | \$20.26 | 118-460-118 | \$20.26 |
| 118-460-012 | \$20.26 | 118-460-065 | \$20.26 | 118-460-121 | \$20.26 |
| 118-460-013 | \$20.26 | 118-460-066 | \$20.26 | Total Parcels: 118 Total Assessment: \$2,390.68 | |
| 118-460-014 | \$20.26 | 118-460-067 | \$20.26 | | |
| 118-460-015 | \$20.26 | 118-460-069 | \$20.26 | | |
| 118-460-016 | \$20.26 | 118-460-068 | \$20.26 | | |
| 118-460-017 | \$20.26 | 118-460-070 | \$20.26 | | |
| 118-460-018 | \$20.26 | 118-460-071 | \$20.26 | | |
| 118-460-019 | \$20.26 | 118-460-072 | \$20.26 | | |
| 118-460-020 | \$20.26 | 118-460-073 | \$20.26 | | |
| 118-460-021 | \$20.26 | 118-460-074 | \$20.26 | | |
| 118-460-022 | \$20.26 | 118-460-075 | \$20.26 | | |
| 118-460-023 | \$20.26 | 118-460-076 | \$20.26 | | |
| 118-460-024 | \$20.26 | 118-460-077 | \$20.26 | | |
| 118-460-025 | \$20.26 | 118-460-078 | \$20.26 | | |
| 118-460-026 | \$20.26 | 118-460-079 | \$20.26 | | |
| 118-460-027 | \$20.26 | 118-460-080 | \$20.26 | | |
| 118-460-028 | \$20.26 | 118-460-081 | \$20.26 | | |
| 118-460-029 | \$20.26 | 118-460-082 | \$20.26 | | |
| 118-460-030 | \$20.26 | 118-460-083 | \$20.26 | | |
| 118-460-031 | \$20.26 | 118-460-084 | \$20.26 | | |
| 118-460-032 | \$20.26 | 118-460-085 | \$20.26 | | |
| 118-460-033 | \$20.26 | 118-460-086 | \$20.26 | | |
| 118-460-034 | \$20.26 | 118-460-087 | \$20.26 | | |
| 118-460-035 | \$20.26 | 118-460-088 | \$20.26 | | |
| 118-460-036 | \$20.26 | 118-460-089 | \$20.26 | | |
| 118-460-037 | \$20.26 | 118-460-090 | \$20.26 | | |
| 118-460-038 | \$20.26 | 118-460-091 | \$20.26 | | |
| 118-460-039 | \$20.26 | 118-460-092 | \$20.26 | | |
| 118-460-040 | \$20.26 | 118-460-093 | \$20.26 | | |
| 118-460-041 | \$20.26 | 118-460-094 | \$20.26 | | |
| 118-460-042 | \$20.26 | 118-460-095 | \$20.26 | | |
| 118-460-043 | \$20.26 | 118-460-096 | \$20.26 | | |
| 118-460-044 | \$20.26 | 118-460-097 | \$20.26 | | |
| 118-460-045 | \$20.26 | 118-460-098 | \$20.26 | | |
| 118-460-046 | \$20.26 | 118-460-099 | \$20.26 | | |
| 118-460-047 | \$20.26 | 118-460-100 | \$20.26 | | |
| 118-460-048 | \$20.26 | 118-460-101 | \$20.26 | | |
| 118-460-049 | \$20.26 | 118-460-102 | \$20.26 | | |
| 118-460-050 | \$20.26 | 118-460-103 | \$20.26 | | |
| 118-460-051 | \$20.26 | 118-460-105 | \$20.26 | | |
| 118-460-052 | \$20.26 | 118-460-106 | \$20.26 | | |
| 118-460-053 | \$20.26 | 118-460-107 | \$20.26 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7766**

**Assessor's
Parcel
Number Assessment
Amount**

**Assessor's
Parcel
Number Assessment
Amount**

118-590-004 \$18.04
118-590-005 \$18.04
118-590-006 \$18.04
118-590-007 \$18.04
118-590-009 \$18.04
118-590-010 \$18.04
118-590-011 \$18.04
118-590-012 \$18.04
118-590-015 \$18.04
118-590-016 \$18.04
118-590-017 \$18.04
118-590-018 \$18.04
118-590-022 \$18.04
118-590-023 \$18.04
118-590-024 \$18.04
118-590-025 \$18.04
118-590-027 \$18.04
118-590-028 \$18.04
118-590-029 \$18.04
118-590-030 \$18.04
118-600-001 \$18.04
118-600-002 \$18.04
118-600-003 \$18.04
118-600-004 \$18.04
118-600-006 \$18.04
118-600-007 \$18.04
118-600-008 \$18.04
118-600-009 \$18.04
118-600-011 \$18.04
118-600-012 \$18.04
118-600-013 \$18.04
118-600-014 \$18.04
118-600-016 \$18.04
118-600-017 \$18.04
118-600-018 \$18.04
118-600-019 \$18.04
118-600-021 \$18.04
118-600-022 \$18.04
118-600-023 \$18.04
118-600-024 \$18.04
118-600-026 \$18.04
118-600-027 \$18.04
118-600-028 \$18.04
118-600-029 \$18.04
118-600-031 \$18.04
118-600-032 \$18.04
118-600-033 \$18.04
118-600-034 \$18.04
118-600-036 \$18.04
118-600-037 \$18.04
118-600-038 \$18.04
118-600-039 \$18.04
118-610-001 \$18.04

118-610-002 \$18.04
118-610-003 \$18.04
118-610-004 \$18.04
118-610-006 \$18.04
118-610-007 \$18.04
118-610-008 \$18.04
118-610-009 \$18.04

Total Parcels: 60
Total
Assessment: \$1,082.40

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7766A**

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
| 118-580-001 | \$36.10 |
| 118-580-002 | \$36.10 |
| 118-580-003 | \$36.10 |
| 118-580-004 | \$36.10 |
| 118-580-005 | \$36.10 |
| 118-580-006 | \$36.10 |
| 118-580-007 | \$36.10 |
| 118-580-008 | \$36.10 |
| 118-580-009 | \$36.10 |
| 118-580-010 | \$36.10 |
| 118-580-011 | \$36.10 |
| 118-580-012 | \$36.10 |
| 118-580-013 | \$36.10 |
| 118-580-014 | \$36.10 |
| 118-580-015 | \$36.10 |
| 118-580-016 | \$36.10 |
| 118-580-017 | \$36.10 |
| 118-580-018 | \$36.10 |
| 118-580-019 | \$36.10 |
| 118-580-020 | \$36.10 |
| 118-580-021 | \$36.10 |
| 118-580-022 | \$36.10 |
| 118-580-023 | \$36.10 |
| 118-580-024 | \$36.10 |
| 118-580-025 | \$36.10 |
| 118-580-026 | \$36.10 |
| 118-580-027 | \$36.10 |
| 118-580-028 | \$36.10 |
| 118-580-029 | \$36.10 |
| 118-580-030 | \$36.10 |
| 118-580-031 | \$36.10 |
| 118-580-032 | \$36.10 |
| 118-580-033 | \$36.10 |
| 118-580-034 | \$36.10 |
| 118-580-035 | \$36.10 |
| <hr/> | |
| Total Parcels: | 35 |
| Total Assessment: | \$1,263.50 |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7767**

| Assessor's Parcel Number | Assessment Amount | Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|---|------------------------------|
| 118-610-012 | \$18.04 | 118-660-058 | \$18.04 |
| 118-610-013 | \$18.04 | 118-660-059 | \$18.04 |
| 118-610-014 | \$18.04 | 118-660-060 | \$18.04 |
| 118-610-015 | \$18.04 | 118-660-062 | \$18.04 |
| 118-610-020 | \$18.04 | 118-660-063 | \$18.04 |
| 118-610-021 | \$18.04 | 118-660-064 | \$18.04 |
| 118-610-022 | \$18.04 | 118-660-065 | \$18.04 |
| 118-610-023 | \$18.04 | 118-660-067 | \$18.04 |
| 118-610-024 | \$18.04 | 118-660-069 | \$18.04 |
| 118-610-025 | \$18.04 | 118-660-068 | \$18.04 |
| 118-610-026 | \$18.04 | 118-660-070 | \$18.04 |
| 118-610-027 | \$18.04 | 118-660-071 | \$18.04 |
| 118-610-028 | \$18.04 | 118-660-072 | \$18.04 |
| 118-610-029 | \$18.04 | 118-660-073 | \$18.04 |
| 118-610-030 | \$18.04 | 118-660-074 | \$18.04 |
| 118-610-031 | \$18.04 | 118-660-075 | \$18.04 |
| 118-660-001 | \$18.04 | 118-660-076 | \$18.04 |
| 118-660-002 | \$18.04 | 118-660-077 | \$18.04 |
| 118-660-003 | \$18.04 | 118-660-078 | \$18.04 |
| 118-660-004 | \$18.04 | 118-660-079 | \$18.04 |
| 118-660-006 | \$18.04 | 118-660-080 | \$18.04 |
| 118-660-007 | \$18.04 | 118-660-081 | \$18.04 |
| 118-660-008 | \$18.04 | 118-660-082 | \$18.04 |
| 118-660-009 | \$18.04 | | |
| 118-660-013 | \$18.04 | Total Parcels: | 76 |
| 118-660-014 | \$18.04 | Total | |
| 118-660-015 | \$18.04 | Assessment: | \$1,371.04 |
| 118-660-016 | \$18.04 | | |
| 118-660-019 | \$18.04 | | |
| 118-660-020 | \$18.04 | | |
| 118-660-021 | \$18.04 | | |
| 118-660-022 | \$18.04 | | |
| 118-660-024 | \$18.04 | | |
| 118-660-025 | \$18.04 | | |
| 118-660-026 | \$18.04 | | |
| 118-660-027 | \$18.04 | | |
| 118-660-029 | \$18.04 | | |
| 118-660-030 | \$18.04 | | |
| 118-660-031 | \$18.04 | | |
| 118-660-032 | \$18.04 | | |
| 118-660-036 | \$18.04 | | |
| 118-660-037 | \$18.04 | | |
| 118-660-038 | \$18.04 | | |
| 118-660-039 | \$18.04 | | |
| 118-660-047 | \$18.04 | | |
| 118-660-048 | \$18.04 | | |
| 118-660-049 | \$18.04 | | |
| 118-660-050 | \$18.04 | | |
| 118-660-052 | \$18.04 | | |
| 118-660-053 | \$18.04 | | |
| 118-660-054 | \$18.04 | | |
| 118-660-055 | \$18.04 | | |
| 118-660-057 | \$18.04 | | |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7768**

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| | |
|-------------|---------|
| 118-470-003 | \$27.02 |
| 118-470-004 | \$27.02 |
| 118-470-005 | \$27.02 |
| 118-470-006 | \$27.02 |
| 118-470-007 | \$27.02 |
| 118-470-008 | \$27.02 |
| 118-470-009 | \$27.02 |
| 118-470-010 | \$27.02 |
| 118-470-011 | \$27.02 |
| 118-470-012 | \$27.02 |
| 118-470-013 | \$27.02 |
| 118-470-014 | \$27.02 |
| 118-470-015 | \$27.02 |
| 118-470-016 | \$27.02 |
| 118-470-017 | \$27.02 |
| 118-470-018 | \$27.02 |
| 118-470-019 | \$27.02 |
| 118-470-020 | \$27.02 |
| 118-470-021 | \$27.02 |
| 118-470-022 | \$27.02 |
| 118-470-023 | \$27.02 |
| 118-470-024 | \$27.02 |
| 118-470-025 | \$27.02 |
| 118-470-026 | \$27.02 |
| 118-470-027 | \$27.02 |
| 118-470-028 | \$27.02 |
| 118-470-029 | \$27.02 |
| 118-470-030 | \$27.02 |
| 118-470-031 | \$27.02 |
| 118-470-032 | \$27.02 |
| 118-470-033 | \$27.02 |
| 118-470-034 | \$27.02 |
| 118-470-035 | \$27.02 |
| 118-470-036 | \$27.02 |
| 118-470-037 | \$27.02 |
| 118-470-038 | \$27.02 |
| 118-470-039 | \$27.02 |
| 118-470-040 | \$27.02 |
| 118-470-041 | \$27.02 |
| 118-470-042 | \$27.02 |
| 118-470-043 | \$27.02 |
| 118-470-044 | \$27.02 |
| 118-470-045 | \$27.02 |
| 118-470-046 | \$27.02 |
| 118-470-047 | \$27.02 |
| 118-470-048 | \$27.02 |
| 118-470-049 | \$27.02 |
| 118-470-050 | \$27.02 |
| 118-470-051 | \$27.02 |
| 118-470-052 | \$27.02 |
| 118-470-053 | \$27.02 |
| 118-470-054 | \$27.02 |
| 118-470-055 | \$27.02 |

| | |
|----------------|------------|
| 118-470-056 | \$27.02 |
| 118-470-057 | \$27.02 |
| <hr/> | |
| Total Parcels: | 55 |
| Total | |
| Assessment: | \$1,486.10 |

**OAKHURST GEOLOGICAL HAZARD
ABATEMENT DISTRICT (GHAD)
ASSESSMENT ROLL
FISCAL YEAR 2023-24
SUBDIVISION NO. 7769**

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| Assessor's Parcel Number | Assessment Amount |
|---|------------------------------|
|---|------------------------------|

| | |
|-------------|---------|
| 118-470-063 | \$27.02 |
| 118-470-064 | \$27.02 |
| 118-470-065 | \$27.02 |
| 118-470-066 | \$27.02 |
| 118-470-067 | \$27.02 |
| 118-470-069 | \$27.02 |
| 118-470-068 | \$27.02 |
| 118-470-070 | \$27.02 |
| 118-470-071 | \$27.02 |
| 118-470-072 | \$27.02 |
| 118-470-076 | \$27.02 |
| 118-470-079 | \$27.02 |
| 118-470-080 | \$27.02 |
| 118-470-081 | \$27.02 |
| 118-470-082 | \$27.02 |
| 118-470-083 | \$27.02 |
| 118-470-084 | \$27.02 |
| 118-470-085 | \$27.02 |
| 118-470-086 | \$27.02 |
| 118-470-087 | \$27.02 |
| 118-470-088 | \$27.02 |
| 118-470-089 | \$27.02 |
| 118-470-090 | \$27.02 |
| 118-470-091 | \$27.02 |
| 118-470-092 | \$27.02 |
| 118-470-093 | \$27.02 |
| 118-470-094 | \$27.02 |
| 118-470-095 | \$27.02 |
| 118-470-096 | \$27.02 |
| 118-470-097 | \$27.02 |
| 118-470-098 | \$27.02 |
| 118-470-099 | \$27.02 |
| 118-470-100 | \$27.02 |
| 118-470-101 | \$27.02 |
| 118-470-102 | \$27.02 |
| 118-470-103 | \$27.02 |
| 118-470-104 | \$27.02 |
| 118-470-105 | \$27.02 |
| 118-470-106 | \$27.02 |
| 118-470-107 | \$27.02 |
| 118-470-108 | \$27.02 |
| 118-470-109 | \$27.02 |
| 118-470-110 | \$27.02 |
| 118-470-111 | \$27.02 |
| 118-470-112 | \$27.02 |
| 118-470-113 | \$27.02 |
| 118-470-114 | \$27.02 |
| 118-470-115 | \$27.02 |
| 118-470-118 | \$27.02 |
| 118-470-119 | \$27.02 |
| 118-470-120 | \$27.02 |
| 118-470-121 | \$27.02 |
| 118-470-122 | \$27.02 |

| | |
|----------------|------------|
| Total Parcels: | 53 |
| Total | |
| Assessment: | \$1,432.06 |

STAFF REPORT

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: Larry Theis, P.E., General Manager

DATE: July 18, 2023

SUBJECT: Provide Board Direction and Input on Pursuing a Future Assessment Increase on GHAD Property Owners to Increase District Revenue to Fund All Necessary Work Within the GHAD

RECOMMENDATION

The GHAD General Manager recommends the Board of Directors of the Oakhurst Geological Hazard Abatement District (GHAD) provide direction to staff on whether to pursue a future assessment increase on GHAD property owners to generate necessary revenue for required work within the GHAD. The Board should provide input on the level of maintenance/monitoring, capital replacement, and building an emergency reserve; estimate the scale of assessment increase; and the desired format of public outreach and education efforts to be had with property owners.

BACKGROUND

At its most recent GHAD Board meetings on March 21st, May 16th, and June 6th, 2023, the GHAD Manager informed the Board of the significant funding shortfall to perform the necessary work within the GHAD. This situation has been the case for decades including past failed property owner ballot proceedings to increase revenue. The Board requested Staff to explore the possibility of pursuing an increase in assessments in the upcoming fiscal year to address the funding shortfall.

This upcoming fiscal year the projected annual revenue to be collected is \$49,000 of which at least \$28,000 is needed to administer and collect the annual assessment. This leaves only \$21,000 for all other GHAD functions, which is inadequate to fund all the functions identified in the GHAD Plan of Control ("Operation and Maintenance Plan"). In accordance with Proposition 218, the annual assessment can only increase based on changes in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward region ("CPI"). Any future increase beyond the annual CPI requires approval from the property owners.

The GHAD is currently divided into three different areas, generally based on when they were developed and the type of residential units. In Fiscal Year 2023-24, assessments are levied as follows:

Eagle Peak/Indian Wells neighborhoods

| | | | |
|---------|---------------|------------------|-----------|
| Area 1: | Single Family | \$27.02 per year | 200 units |
| | Duets | \$20.27 per year | 226 units |
| | Multi-Family | \$13.51 per year | 169 units |

Miwok/Keller Ridge neighborhoods

| | | | |
|---------|---------------|------------------|-----------|
| Area 2: | Single Family | \$36.10 per year | 612 units |
| | Multi-Family | \$18.05 per year | 136 units |

Peacock Creek/Pebble Beach neighborhoods

| | | | |
|---------|---------------|------------------|-----------|
| Area 3: | Single Family | \$87.08 per year | 141 units |
|---------|---------------|------------------|-----------|

DISCUSSION

The process of increasing assessment rates begins with the Board of Directors directing staff to pursue an increase in assessments and allocating GHAD funding in its budget. The City's consultant team would then return to the Board over multiple meetings to primarily discuss the following:

Items to be addressed in Plan of Control

1. Any changes in the GHAD's responsibility in addressing landslides under private properties. Currently hazards (landslides, erosion, sedimentation) must extend across or into open space and/or at least two residential property boundaries before the GHAD will implement the Plan of Control.
2. Determine the level of on-going maintenance and monitoring activities.
3. Approve a capital replacement plan for aging facilities such as concrete ditches, inlets and basins, and access roads.

Items to be addressed in Engineer's Report

4. Establish a cost estimate to provide the annual maintenance outlined in the Plan of Control.
5. Set a targeted operating reserve for general cash flow purposes.
6. Set a targeted emergency reserve to be collected annually until a set goal is reached for addressing major incidents/hazards.

The Board's input is needed by Staff to update the Plan of Control and prepare estimates for services, capital projects, and a reserve budget. Staff would return at a future meeting to get concurrence from the Board and to discuss the targeted annual assessment that would need to be collected from property owners within the GHAD to fund the updated Plan of Control and targeted reserve amounts. The property owners in the GHAD would be informed of the meetings and encouraged to attend and learn about the needs of the GHAD, funding challenges, and to provide public input on the process.

The Board would approve the updated Plan of Control with identified maintenance and monitoring activities along with capital projects with related cost estimates. Staff would then discuss the proposed assessments to property within the GHAD, and the level of risk to property. After Board direction is provided, a Preliminary Engineer's report will be prepared and presented for approval by the Board.

This would be considered a Board Meeting of the legislative body to adopt a resolution to initiate proceedings, accepting and approving the Preliminary Engineer's Report, setting a public hearing date, and directing the mailing of notices and ballots to property owners. The notices and ballots need to be mailed at least 45 days prior to the public hearing date (ballot deadline).

At the scheduled Board Meeting/Public Hearing, the Board conducts a public hearing allowing interested parties to hear and be heard, tabulate ballots (open all mailed or hand delivered) and adopts a resolution declaring the results. Depending on the number of ballots received, the public hearing may be opened and continued, so that ballots can be tabulated the next day, with the results being declared at the next Board meeting. The ballots returned will be weighted by assessment amount. A weighted majority (>50%) is required for approval of the proposed assessment.

If the property owners approve the increase in assessments, staff will submit the increased assessments to the Contra Costa County Auditor-Controller for placement on the Contra Costa County Fiscal Year 2024-25 property tax bills in July/August of 2024.

FISCAL IMPACT

If the Board elects to pursue a future assessment increase, the annual GHAD budget for Fiscal Year 2023-24 has a proposed ~\$33,000 budget line item for consultant work to administer the assessment increase and preparing a notice and ballot for GHAD property owners within the fiscal year. The work includes updating the Plan of Control with the BSK Associates, geotechnical subconsultant; drafting an Engineer's Report on the proposed assessment, preparing notices and ballots, and holding a public hearing to tabulate ballots by Francisco & Associates, special district engineer; and overall administration and oversight by Theis Engineering & Associates, GHAD Manager. The budget line item is strictly for the process of administering the assessment increase; and does not include any outreach efforts such as mailers, public meetings, or informational flyers.

The Board is asked to discuss and provide direction on how the Plan of Control should be updated, and the desired manner in which outreach and education efforts with property owners should occur. In order to proceed, the Board should designate a funding for this effort in the annual budget.