



# CITY *of* CLOVIS

## AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060  
[www.cityofclovis.com](http://www.cityofclovis.com)

February 4, 2025

6:00 PM

Council Chamber

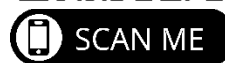
In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas).

### **Written Comments**

- Members of the public are encouraged to submit written comments at: [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas) at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

**CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE** – Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Pearce**

## **ROLL CALL**

**PUBLIC COMMENTS** - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the January 21, 2025, Council Meeting.
2. General Services – Approval – Res. 25-\_\_\_\_, Amending the City's FY 2024-2025 Position Allocation Plan by adding one (1) Deputy Fire Chief Position within the Fire Department.



3. Planning and Development Services – Approval – Res. 25-\_\_\_\_, A request authorizing the City Manager to execute a consultant service agreement between the City of Clovis and FCS International, Inc. for the preparation of a revised environmental impact report and related services associated with ±952 acres of property located north of Shepherd Avenue, between Sunnyside Avenue and the Big Dry Creek Reservoir.
4. Planning and Development Services - Approval – Res. 25-\_\_\_\_, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2025-2026.
5. Public Utilities – Approval – Final Acceptance for CIP 23-18, Letterman Dog Park, with a Final Contract Cost of \$169,922.54.
6. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of Two (2) Refuse Automated Side-Loading Bodies from AMREP, INC. Using the Sourcewell Purchasing Contract in the Total Amount of \$372,958, Including Installation.

**ADMINISTRATIVE ITEMS** - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

7. Consider Adoption – **Ord. 25-01**, an Ordinance Repealing Ordinance 24-16 Amending Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code Relating to City Council Meeting Day and Time Adopted on November 12, 2024. (Vote: 3-2 with Mayor Pro Tem Pearce and Councilmember Bessinger voting no)

**Staff:** Briana Parra, City Clerk

**Recommendation:** Adopt

8. Consider Approval – Award Recycling and Organic Material Collection, Processing, and Marketing Services Agreement to Mid Valley Disposal; and Authorize the City Manager to Execute the Agreement on Behalf of the City.

**Staff:** Glenn Eastes, Assistant Public Utilities Director

**Recommendation:** Approve

9. Receive and File – Police Department Update.

**Staff:** Curt Fleming, Police Chief

**Recommendation:** Receive and File

10. Receive and File – Fire Department Update.

**Staff:** Chris Ekk, Fire Chief

**Recommendation:** Receive and File

## **CITY MANAGER COMMENTS**

## **COUNCIL COMMENTS**

## **ADJOURNMENT**

## **FUTURE MEETINGS**

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

February 11, 2025 (Tue.)

February 18, 2025 (Tue.)

March 4, 2025 (Tue.)

**CLOVIS CITY COUNCIL MEETING**

**January 21, 2025**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Mouanoutoua **at 6:01**

Flag Salute led by Councilmember Bessinger

Roll Call: Present: Councilmembers, Ashbeck, Basgall, Bessinger, Pearce  
Mayor Mouanoutoua

Councilmember Bessinger requested a moment of silence to honor Tony Guerrero, a retired Sanger police officer and respected Clovis community member who recently passed away.

**PUBLIC HEARING – Item to be heard at 6:05 p.m.**

**6:05 ITEM 1 - RECEIVE AND FILE - INFORMATION FROM THIRD PUBLIC HEARING IN CITY'S TRANSITION TO DISTRICT-BASED ELECTIONS.**

Brian Wilson, resident, inquired whether council members must live in their respective districts.

Josh Angle, resident, expressed support for districting, emphasizing that it would provide better representation and ensure that smaller communities feel heard, and suggested that a five-district model would be the most effective.

Eric Rollin, resident, advocated for a five-district system with a rotating mayor, highlighting the importance of balanced representation.

Steven Trevino, resident, asked for clarification on how the Council's roles might change with elected by district representation.

Molly Allan, resident, expressed her appreciation for the City and its at-large system, noting that she values having multiple council members to address issues rather than relying on one district representative.

Susan Patterson, resident, voiced support for a five-district model with a rotating mayor but raised concerns about the socioeconomic balance within the proposed districts.

The Council provided direction to move forward with five districts and a rotating mayor. The Council recommended eliminating the 400-series maps and focus on refining the 500-series maps, particularly Map 503, which has the lowest population deviation. The Council also encouraged additional outreach and public input on the proposed maps.

## PUBLIC COMMENTS – 6:04

Councilmember Bessinger noted for the record a written public comment from Dave DiPalma, who commended the City for its prompt resolution of a traffic sign issue, highlighting the City's dedication to responsive governance.

Patty Cassio, a resident, extended an invitation to the Council for the Annual Fresno Clovis Prayer Breakfast, featuring keynote speaker Dallas Jenkins.

## CONSENT CALENDAR – 6:55

Upon call, there was no public comment.

Motion by Councilmember Bessinger, seconded by Councilmember Ashbeck, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

2. Administration - Approval - Minutes from the January 13, 2025, Council Meeting.
3. General Services - Approval – **Res. 25-04**, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Police Records Specialist I Classification with a Salary Range of \$4,790 to \$5,823 per month, Police Records Specialist II Classification with a Salary Range of \$5,292 to \$6,433 per month and the Senior Police Records Specialist Classification with a Salary Range of \$5,878 to \$7,145 per month and Approval – **Res. 25-05**, Amending the City's FY 24-25 Position Allocation Plan to Delete Seven (7) Principal Office Assistant Positions and Two (2) Administrative Assistant Positions, and adding Seven (7) Police Records Specialist I Positions and Two (2) Senior Police Records Specialist Positions within the Police Department.

## PUBLIC HEARINGS – 6:56

6:56 ITEM 4 - CONSIDER VARIOUS ITEMS ASSOCIATED WITH APPROXIMATELY 201 ACRES ON THE EAST SIDE OF NORTH MINNEAWA AVENUE, BETWEEN EAST BEHYMER AND SHEPHERD AVENUES. MULTIPLE, OWNERS; LENNAR HOMES, APPLICANT; YAMABE & HORN ENGINEERING INC., REPRESENTATIVE.

Steven Trevino, resident, expressed frustration about the concerns regarding toters and narrow alleyways.

Rose Coughlin, resident, discussed the challenges faced by renters, particularly in paying high rents and dealing with issues like inadequate living conditions and lack of amenities.

Molly Allan, resident, addressed concerns regarding parking and toter placement.

The Council raised concerns about the placement of toters, narrow alleyways, park space, and the lack of outdoor areas for children to play. They emphasized the importance of properly vetting developments to ensure they include amenities such as shade structures

in parks. The Council also suggested informing developers about connections early to avoid delays.

4A. CONSIDER APPROVAL - **RES. 25-06**, TM6375, A RESOLUTION OF THE CITY COUNCIL APPROVING A VESTING TENTATIVE TRACT MAP FOR A 385-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT ON APPROXIMATELY 58.9 ACRES OF LAND.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Basgall.  
Motion carried by unanimous vote.

4B. CONSIDER APPROVAL - **RES. 25-07**, PDP2024-001, A RESOLUTION OF THE CITY COUNCIL APPROVING A PLANNED DEVELOPMENT PERMIT FOR A 385-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Basgall.  
Motion carried by unanimous vote.

4C. CONSIDER APPROVAL - **RES. 25-08**, RO310, A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR THE ANNEXATION OF THE TERRITORY KNOWN AS THE SHEPHERD-MINNEWAWA NORTHEAST REORGANIZATION AREA (APPROXIMATELY 201 ACRES).

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Basgall.  
Motion carried by unanimous vote.

7:30 ITEM 5- CONSIDER INTRODUCTION – ORD. 25-\_\_\_, AN ORDINANCE REPEALING ORDINANCE 24-16 AMENDING SECTION 2.1.01 OF CHAPTER 2 OF TITLE 2 OF THE CLOVIS MUNICIPAL CODE RELATING TO CITY COUNCIL MEETING DAY AND TIME ADOPTED ON NOVEMBER 12, 2024. (CONTINUED FROM THE MEETING OF JANUARY 6, 2025).

Steven Trevino, resident, supports Monday meetings and recommends better agenda management.

Council discussion centered around supporting the return of Council meetings to Monday nights, with an emphasis on better agenda management. However, Mayor Pro Tem Pearce advocated for keeping the meetings on Tuesday to better support City staff and benefit residents.

City Attorney Cross pointed out that, due to the 30-day period for the repeal of the ordinance, the meetings will remain on Tuesday nights for February with the first Monday meeting to occur in March. The Council asked staff to assist with notifying the public due the schedule changes.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Basgall. Motion carried by 3-2 vote, with Mayor Pro Tem Pearce and Councilmember Bessinger voting no.

**ADMINISTRATIVE ITEMS – 7:39**

**7:39 ITEM 6- UPDATE COUNCIL ON THE PLAN TO IMPROVE THE AREA ON THE SOUTH SIDE OF ASHLAN AVENUE JUST WEST OF LEONARD AVENUE WITH MISSING SIDEWALK.**

Rose Coughlin, resident, focused on the possibility of using funds from a lawsuit settlement with Shell to finance safety-related infrastructure projects, such as sidewalk improvements, and whether hiring outside engineers could help expedite these projects.

The Council expressed frustration with the five-year timeline for completing a sidewalk project, emphasizing the importance of the Safe Routes to School program and its funding. They suggested contracting with a group of engineers to handle simpler projects like the sidewalks to avoid delays and urged staff to find ways to expedite the process.

**7:51 ITEM 7 - CONSIDER AND PROVIDE DIRECTION ON FUTURE 2024-2025 BUDGET AMENDMENTS TO REACH THE GOALS OF MEASURE Y AND THE 2025-2026 BUDGET PROCESS.**

Eric Rollins, resident, emphasized the need for transparency and a citizen oversight committee for Measure Y funds, expressing concern that the tax wasn't designated specifically for police and fire services.

Patty Cassio, resident, praised the City's community outreach for Measure Y and emphasized the importance of the transparency and citizen oversight committee in ensuring accountability.

Rose Coughlin, resident, thanked City Manager or his respectful and responsive leadership, which contributed to her decision to remain in Clovis.

The Council directed staff to create a clear and separate line item for Measure Y funds in the budget to ensure transparency and accountability. The Council directed staff to look into creating a Citizen Oversight Committee for Measure Y, which should be included in the ordinance amendment. Staff was instructed to explore best practices for structuring the committee, including potential models from other entities, such as the school district, to ensure it operates effectively and transparently. The Council emphasized the importance of early engagement in the budget process and requested earlier discussions with departments regarding their needs and priorities. Specifically, staff was asked to present the five biggest vulnerabilities from each department, with a focus on public safety, including police and fire, as part of the budget presentation.



**CITY MANAGER COMMENTS – 8:51**

City Manager Haussler reported that the Measure C Sales Tax Renewal Committee is being formed with applications due by January 31, 2025, the City Council will be asked to appoint a member to the committee in February, and Fire Station 2 has been reconstructed and will be operational by the end of the month with a celebration planned in the coming month.

**COUNCIL COMMENTS - 8:52**

It was the consensus of the Council to direct staff to bring back a report or update on the Historical Preservation Commission to provide an overview of the current status and allow for further direction if needed.

**ADJOURNMENT**

Mayor Mouanoutoua adjourned the meeting of the Council to February 4, 2025.

Meeting adjourned: 8:59 p.m.

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Mayor

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City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: February 4, 2025

SUBJECT: General Services – Approval – Res. 25-\_\_\_\_, Amending the City's FY 2024-2025 Position Allocation Plan by adding one (1) Deputy Fire Chief Position within the Fire Department.

ATTACHMENTS: 1. Resolution 25-\_\_\_\_ Position Allocation Plan

### RECOMMENDATION

For City Council to approve a resolution amending the City's FY 2024-2025 position allocation plan by adding one (1) Deputy Fire Chief position within the Fire Department.

### EXECUTIVE SUMMARY

Currently, the Fire Department is authorized to have one (1) Deputy Fire Chief position. However, the Department needs to add one (1) additional Deputy Fire Chief position to facilitate succession planning and accommodate the City's growth. Council approval is required to make changes to the Position Allocation Plan.

### BACKGROUND

The Fire Department has recently evaluated its roles and responsibilities and is proposing the addition of one (1) Deputy Fire Chief position. The primary responsibilities of our current Deputy Fire Chief include overseeing the Operations, Training, and Logistics Divisions, and supervising the three battalion chiefs, two training captains, and a logistics officer. Additionally, the current Deputy Chief oversees dispatch, facilities, fleet management, special teams and personnel supervision. With anticipated staffing increases in the future and the possibility of creating an advanced life support emergency medical delivery model in the coming years, the Department is projected to increase operations staffing and expand programs, requiring an additional Deputy Fire Chief to manage the increased responsibilities, workload, and personnel supervision. This additional Deputy Chief will also be critical to the succession plan of the department. This change will restore management staffing levels to those of 2008, when the Fire Department previously had two (2) Deputy Fire Chief positions.

**FISCAL IMPACT**

The fiscal impact of salary and benefits for the remainder of FY 2024-2025 is approximately an additional \$78,000. There are adequate funds in the Fire Department budget to cover the costs of this position for this fiscal year.

**REASON FOR RECOMMENDATION**

The addition of one (1) Deputy Fire Chief, reflects the evolving level of responsibility for staff within the Fire Department.

**ACTIONS FOLLOWING APPROVAL**

The position allocation for the Fire Department will be modified as noted in Attachment 1A.

**CONFLICT OF INTEREST**

None.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AM

# RESOLUTION 25-

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S FY 2024-2025 POSITION ALLOCATION PLAN

**WHEREAS**, the FY 2024-2025 Position Allocation Plan in the Fire Department was approved as part of the FY 2024-2025 City Budget adoption process; and

**WHEREAS**, a review of the staffing needs for the Fire Department indicates that the addition of one (1) Deputy Fire Chief position is needed in order to provide the necessary support for the Fire Department; and

**WHEREAS**, amending the City's adopted FY 2024-2025 Position Allocation Plan requires City Council authorization.

**NOW THEREFORE, BE IT RESOLVED** that the City of Clovis shall amend the City's FY 2024-2025 Position Allocation Plan as noted in **Attachment A**.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 4, 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: February 4, 2025

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2024-2025**

<b><u>DEPARTMENT</u></b>	<b><u>NUMBER OF POSITIONS</u></b>
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***Fire***

Add:	Deputy Fire Chief	1.0
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# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 4, 2025

SUBJECT: Planning and Development Services – Approval – Res. 25-\_\_\_\_, A request authorizing the City Manager to execute a consultant service agreement between the City of Clovis and FCS International, Inc. for the preparation of a revised environmental impact report and related services associated with ±952 acres of property located north of Shepherd Avenue, between Sunnyside Avenue and the Big Dry Creek Reservoir.

ATTACHMENTS: 1. Res. 25-\_\_\_\_, Consultant Service Agreement

### RECOMMENDATION

Staff recommends that the City Council approve the request authorizing the City Manager to execute a consultant service agreement between the City of Clovis and FCS International, Inc. (FCS) for the preparation of a revised environmental impact report (EIR) and related services for the Vista Ranch project.

### EXECUTIVE SUMMARY

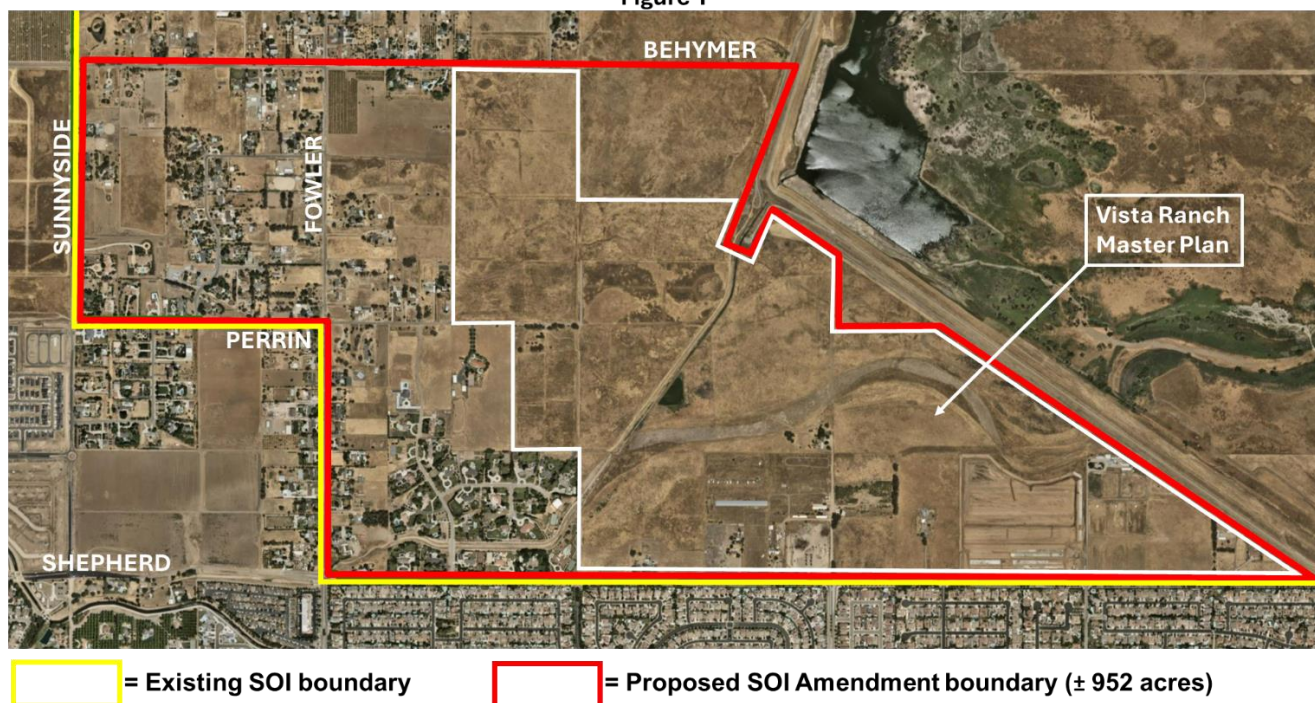
Wilson Premier Homes, Inc. (Applicant) is proposing a ±952 acre sphere of influence (SOI) amendment for an area north of Shepherd Avenue between, Sunnyside Avenue and the Big Dry Creek Reservoir, as shown in **Figure 1**. The Applicant is also proposing the development of a master planned community and the annexation of ±507 acres within the ±952 acre area. In addition to these applications, the project is associated with general plan amendments, a prezone, and vesting tentative tract map. As the lead agency responsible for reviewing the project entitlements, the City must comply with the California Environmental Quality Act (CEQA). The requested project entitlements require the preparation of an EIR.

In November 2022, the City Council approved an EIR consultant agreement with De Novo Planning Group (De Novo). Between December 2022 and July 2024, De Novo worked on the preparation of a draft EIR for the project. The draft EIR was released for public comment in July 2024 and staff received several comments. Based on the comments received on the draft EIR, staff concluded that preparing a revised EIR is the best method to thoroughly and comprehensively address all comments. Although a revised EIR will add several months to the



proposed project timeline, the applicant agrees with the revised EIR approach as the best method to provide the most thorough and complete EIR to inform the public and City as the lead agency of the environmental impacts of the proposed project. Consequently, staff and the Applicant decided to prepare a revised EIR with a new EIR consultant, FCS. The new consultant was selected to thoroughly address the comments received on the draft EIR and prepare a revised EIR.

Figure 1



## BACKGROUND

This section serves as a brief summary of the timeline of events related to the request for an EIR consultant.

- **November 2022:** City Council approved a consultant service agreement between the City of Clovis and De Novo for the preparation of an EIR and related services for the project, and submittal of an application to the Fresno Local Agency Formation Commission (LAFCo) to amend the City of Clovis SOI to include ±923 acres.
- **December 2022 to July 2024:** De Novo worked on data collection and preparation of the EIR. The draft EIR was released for public comment on July 19, 2024.
- **September 2024:** The City received several comments in response to the draft EIR. After review of the comments, staff and the applicant decided to work with a new firm to prepare a revised EIR. The revised EIR will incorporate additional clarification and responses to address the public comments.

## PROPOSAL AND ANALYSIS

### Consultant Service Agreement

The original consultant service agreement was executed with De Novo in December 2022. The current request is for a revised EIR to be prepared under a separate consultant service agreement with a new firm. The new firm, FCS, was selected from the Planning and Development Services environmental consultant pre-approved list that was established through a competitive request for qualifications process.

### Environmental Impact Report

The scope for this consultant service agreement is the preparation of a revised EIR to assess the potential environmental impacts associated with an amendment to the City's SOI and related entitlements for a master planned community. The revised EIR will address the public comments received on the draft EIR released in July 2024. The revised EIR will be prepared by Jason Brandman, Senior Vice President of Environmental Services for FCS, who will serve as the primary point of contact and project manager. Mr. Brandman has many years of experience preparing environmental analyses for similar projects. In addition, FCS has a local office and is recognized as a leading expert in the California Environmental Quality Act. Ultimately, staff is confident in FCS's qualifications to prepare the revised EIR and effectively address the comments received. A full scope of work and budget for the project can be found in **Attachment 1A** to this staff report.

The anticipated timeline for completion of the revised EIR is approximately 10 to 12 months. Upon completion, staff will return to the City Council for certification of the revised EIR.

The consultant cost for completion of the revised EIR is \$331,947. This includes \$316,140 for the EIR plus a 5% contingency of \$15,807. The contingency amount is to cover unforeseen changes and/or overages throughout the contract at the direction of City staff, if needed. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, \$49,792.05 will be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is \$381,739.05 (\$331,947 + \$49,792.05), and this cost is the applicant's responsibility. As the scope of work is refined for final approval, the estimates provided above may be adjusted accordingly. A separate agreement outlining the applicant's responsibilities for funding the agreement will be prepared and executed by staff.

### FISCAL IMPACT

None.

### REASON FOR RECOMMENDATION

Staff is seeking City Council authorization for the City to enter into an agreement with FCS for the preparation of a revised EIR related to the request to include ±952 acres into the City of Clovis SOI and related entitlements for a master planned community.

**ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, the following will occur:

- Staff will finalize the consultant service agreement with FCS for the preparation of the revised EIR;
- Upon execution of the EIR consultant service agreement, an EIR scoping meeting will occur, and work will commence; and
- Staff will work on the related general plan amendments, master plan, rezoning, tract maps, SOI amendment and annexation.

**CONFLICT OF INTEREST**

None.

Prepared by: McKencie Perez, Senior Planner

Reviewed by: City Manager AM

**RESOLUTION 25-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICE  
AGREEMENT WITH FCS INTERNATIONAL, INC. FOR THE PREPARATION OF A  
REVISED ENVIRONMENTAL IMPACT REPORT AND RELATED SERVICES**

**WHEREAS**, a request from Wilson Premier Homes, Inc. (Applicant) was received by the City of Clovis to amend the Clovis sphere of influence (SOI) and develop a master planned community; and

**WHEREAS**, the City requires assistance from an external consulting firm to assist with the preparation of an environmental impact report (EIR) and related services for purposes of analyzing potential environmental effects, related to a request for a SOI amendment to include approximately 952 acres generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Reservoir, pursuant to the California Environmental Quality Act; and

**WHEREAS**, De Novo Planning Group (De Novo) was originally selected to perform these services and released the draft EIR in July 2024 and several public comments were received; and

**WHEREAS**, staff and the Applicant have determined that preparation of a revised EIR with a new EIR consultant to thoroughly and comprehensively address the comments is most appropriate for this project at this time; and

**WHEREAS**, FCS International, Inc. has been selected to perform these services based on their substantial experience with the preparation of EIR's and technical studies for similar projects and their familiarity with the required scope of work.

**NOW, THEREFORE, BE IT RESOLVED**, that the Clovis City Council approves the consultant service agreement with FCS International, Inc. attached hereto as **Attachment A** addressing the preparation of a revised EIR and related services, and authorizes the City Manager to execute the consultant service agreement with FCS International, Inc.

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The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 4, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: February 4, 2025

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Mayor

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City Clerk

**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

**VISTA RANCH SPHERE OF INFLUENCE AMENDMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and FCS International, Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **[Date]** ("Effective Date").

**RECITALS**

- A. City desires to obtain planning and environmental study services ("Services") for the proposed Vista Ranch Sphere of Influence Amendment Project "(Project)" as more fully described in the Scope of Work for the Project (**Exhibit A**), and Budget for the Project (**Exhibit B**), which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A and B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibits A or B**, the terms of this Agreement shall control. No contractual terms and/or conditions found in **Exhibits A or B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule; Site Conditions.** The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. The Services shall proceed in accordance with the Task Schedule set forth in **Exhibits A and B**, and Consultant shall continue with the Services until satisfactorily completed, as determined by City. The Task Schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the Task Schedule.

Notwithstanding the foregoing or anything to the contrary herein, the parties acknowledge performance of the Services may require Consultant's employees to be present on-site at the Project location from time to time. City will be responsible for requiring third parties other than Consultant to provide a reasonably safe and legally compliant worksite and working conditions while Consultant's employees and equipment are on the Project site performing Services. Consultant shall notify City in writing of any unsafe or non-compliant worksite conditions at the Project location and City shall cure any identified worksite deficiencies within three



(3) working days of receipt of Consultant's notice. Consultant may cease performing on-site Services at the Project location during the cure period. If the identified worksite deficiencies are not able to be cured within three (3) working days the parties shall meet and confer as soon as practicable to negotiate a mutually agreeable modification of the Services or amendment to this Agreement to meet the Task Schedule. Or, the parties or either party may terminate this Agreement in accordance with Section 17b, with the notice period reduced to seven days (7) herein if an agreement is not reached to modify the Services or amend this Agreement.

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit B**. The individual budget amounts for each task, and the cumulative budget totals, paid by City to Consultant shall not exceed the amounts set forth in **Exhibit B**. The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement.

Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and amounts expended to date, which shall reflect the City's initial deposit.

Consultant recognizes that the Project is being initiated by the development community, with the principal developer being Wilson Premier Homes, Inc. ("Developer"). City will be entering into a contract with Wilson Premier Homes, Inc. to fund most of the costs of the Services. Therefore, City's ability to pay Consultant for the Services will be dependent in substantial part on payment by the Developer.

After receipt of Consultant's monthly invoice, City shall apply funds from any Developer deposit made for the purposes of funding the Project and make payment to Consultant within thirty (30) days after receipt of invoice. If Developer funds on deposit are insufficient to cover the invoice, City shall take reasonable steps to ensure that payment to Consultant for its invoice is made to Consultant within sixty (60) days of submittal to the City; provided, however, the parties acknowledge and agree that payment to Consultant for the invoice shall not be due and payable from the City until such time as City has sufficient funds on deposit from Developer to pay such invoice amount.

Should the Developer decide to abandon the Project by not making further deposits to City, City and Consultant shall work cooperatively together to terminate the Services or otherwise negotiate amendments to this Agreement.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under

this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant

nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said

indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_  
Jason Brandman, Sr. VP,  
Environmental Services

By: \_\_\_\_\_  
Andrew Haussler, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Schultz, COO

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**

FCS International, Inc.  
Attn: Jason Brandman  
Sr. VP, Environmental Services  
[jbrandman@fcs-intl.com](mailto:jbrandman@fcs-intl.com)  
(925) 200-1656

**City of Clovis**

Planning and Development Services Department  
Attn: McKencie Perez, MPA  
Senior Planner  
1033 Fifth Street  
Clovis, CA 93612  
[mckenciep@clovisca.gov](mailto:mckenciep@clovisca.gov)  
(559) 324-2310

ATTEST

\_\_\_\_\_  
Briana Parra, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney



# **EXHIBIT A**

## **SCOPE OF WORK**



January 16, 2025

McKencie Perez, MPA, Senior Planner  
City of Clovis, Planning Division  
1033 Fifth Street  
Clovis, CA 93612

**Subject: Scope of Work to Prepare a Revised Environmental Impact Report for the Vista Ranch Project**

Dear McKencie:

The City of Clovis (City) is seeking assistance to prepare a revised Environmental Impact Report (EIR), provide any necessary supporting technical studies, and peer review previously prepared technical studies for the proposed Vista Ranch Project (proposed project).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), has more than 42 years of experience in preparing a full range of California Environmental Quality Act (CEQA) environmental review documents, including EIRs and various technical studies/analyses to support similar types of development projects throughout the State, including the Central Valley and jurisdictions through Fresno County.

To that end, FCS prides itself not only on the quality of our technical work, but also on our highly responsive and proactive problem-solving approach. In addition to our in-house team of technical experts, CEQA specialists, and legal counsel, FCS will provide a seasoned management team to oversee this important project.

As the City's on-call consultant, we are committed to responding to project needs in a timely and cost-effective manner. Should you have any questions regarding this Scope of Work, please contact us at 925.200.1656 or [jbrandman@fcs-intl.com](mailto:jbrandman@fcs-intl.com).

We look forward to continuing our successful working relationship with you on this important project.

Sincerely,

Jason Brandman, Senior Vice President/Director  
**FirstCarbon Solutions**  
7726 N. First Street, #413  
Fresno, CA 93720

Phil Ault, Director of Noise and Air Quality  
**FirstCarbon Solutions**  
7726 N. First Street, #413  
Fresno, CA 93720



## PROPOSED SCOPE OF SERVICES

### Project Understanding

#### Background

FCS understands that the proposed project was evaluated in a Draft EIR prepared for the City of Clovis published on July 19, 2024. The prior Draft EIR was circulated for public review from July 19, 2024, to September 3, 2024. Based on updates to the Project Description, including a greater focus on analyzing the proposed project from both a programmatic and project-level detail, and in response to the comments received on the Draft EIR, FCS is tasked to prepare a revised EIR, for which a Scope of Work is provided below.

#### Project Description

FCS understands that the proposed project would include an expansion of the City's Sphere of Influence (SOI) to include an approximately 952-acre area outside of the current SOI boundary directly north of the city limits in unincorporated Fresno County, which would be analyzed at the programmatic level in the Draft EIR. The proposed project would include the adoption of a comprehensive Vista Ranch Master Plan, which would guide development within approximately 507 acres of the SOI expansion area. This Master Plan Area would be analyzed at the programmatic level in the Draft EIR. Furthermore, the proposed project would include the approval and implementation of the Vista Ranch Development, which would develop approximately 368 acres of the Master Plan Area with mixed uses over the next 10 years. The Vista Ranch Development would be analyzed at the project-level within the Draft EIR. Additionally, the other approximately 445 acres of the SOI expansion area would include no entitlements or proposed development (Non-Development Area).

The Vista Ranch Master Plan would include up to 3,286 residential units, 16 acres of commercial and mixed uses, 19 acres for a new elementary school, and 59 acres of parks, trails, and open space. The proposed project would also include utilities service to the project site, including stormwater drainage, potable water, wastewater treatment, and electricity.

The Vista Ranch Development would include up to 2,718 residential units, a mixed-use village core area, and trails, parks, and open space. The Vista Ranch Development would also include transportation infrastructure, including roadways, sidewalks, and bike lanes. The proposed project would also include a bridge across the Big Dry Creek Reservoir Outlet Works Channel downstream of the spillway.

Additionally, Derrel's Mini-Storage facility is located within the Master Plan Area but has already undergone separate CEQA analysis with the County of Fresno.



## Approach

FCS will utilize several of the technical studies prepared for the prior Draft EIR to the extent feasible. These include, but are not limited to:

- Land Evaluation and Site Assessment (LESA) Model
- Biological Resources Assessment for the Triangle Property (ECORP Consulting)
- Delineation of Potential Jurisdictional Aquatic Resources, Vista Ranch Project Site (Vollmar Natural Lands Consulting)
- Biological Assessment prepared to support Clean Water Act Section 404 permitting for development of MPArea 1 (Vollmar Natural Lands Consulting)
- Results of protocol-level rare plant surveys conducted in 2023 (Vollmar Natural Lands Consulting)
- Results of protocol-level dry season surveys for vernal pool branchiopods conducted in 2023 (Vollmar Natural Lands Consulting)
- Conceptual mitigation planning documentation for development of MPArea 1 entitled Wilson Premier Homes-Vista Ranch, Mitigation Overview (Redtail Consulting)
- Draft Incidental Take Permit application currently being prepared for development of MPArea 1 (Redtail Consulting)
- Cultural Resources Inventory Report, Triangle Property Project, Fresno County, California (ECORP Consulting)
- Geotechnical Investigation
- Phase I Environmental Site Assessment
- Report of Findings, Phase II Limited Subsurface Survey and Soil Pile Sampling, Shepherd North Properties, North Side of East Shepherd Avenue, Clovis, California.
- Clovis Vista Ranch CEQA Transportation Evaluation (June 27, 2024)
- Vista Ranch Transportation Impact Analysis (September 4, 2024)
- Wastewater Study
- Water Supply Assessment
- Water Infrastructure Investigation

The various biological resources, cultural resources, and Tribal Cultural Resources documents are further discussed in Task 3, below. FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy



analysis, as well as a noise analysis for the proposed project, as further discussed in Task 4, below. Any studies that require additional edits for use in the Revised Draft EIR will be updated in coordination with the City and applicant.

FCS will also utilize relevant information from the prior Draft EIR to help streamline the preparation of the Revised Draft EIR.

Additionally, FCS will review the comments submitted during the Public Comment period of the prior Draft EIR and will ensure that the relevant concerns and comments are adequately addressed in the Revised Draft EIR.

## Scope of Work

### Task 1: Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the City to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference). The intent of the kick-off meeting is to clarify and confirm the details of the Scope of Work and schedule, obtain copies of the project plans and other relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., applicant, civil engineering design team, and general contractor, if applicable). FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete CEQA analyses.

### Task 2: Preparation of Comprehensive Project Description

It is our understanding that the City will provide FCS with a Project Description. Using the information provided in that Project Description and obtained during project initiation, FCS will prepare a comprehensive Project Description per CEQA requirements for the City and applicant's review and approval. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

The approved Project Description will form the basis for evaluating the proposed project in the EIR. The draft Project Description will be submitted to the City for review and approval prior to the development of the Administrative Draft EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description and a



complete RFI to FCS within 2 weeks of submittal. FCS will revise the Project Description and provide it to the City and the applicant within 1 week for final approval. Changes to the Project Description made after the applicant has issued their approval may require a Change Order and may extend the project schedule.

#### *Deliverable*

- Electronic version (via email in Microsoft Word) of the Project Description to the City

### **Task 3: Peer Review of Previously Prepared Technical Studies**

FCS will peer review key technical studies prepared by the applicant to verify their completeness accuracy for purposes of CEQA; ensure consistency with the City's General Plan and Development Code; ensure compliance with all applicable environmental laws, regulations, rules, and requirements; and ensure legal defensibility and accuracy in the representation of project-related information.

FCS's team of in-house experts includes a Senior Environmental Services Director, CEQA Project Managers, Senior Air Quality Scientist, Senior Biologist, Senior Archaeologist, Senior Noise Scientist, expert in-house legal counsel, publications specialists, and other relevant technical staff.

The team will perform a thorough review of study methodology, modeling, findings, and results to identify inaccuracies, inconsistencies, or incompleteness, with a focus on ensuring the studies are legally defensible and adequate for purposes of CEQA. In the event that any inadequacies or inconsistencies are found in any of the technical studies, FCS will prepare a brief peer review memorandum for each study that outlines these inaccuracies. Any additional analysis (including additional rounds of review or any need to do site visits) would be addressed in a separate scope and fee. The following technical studies to be provided by the applicant will receive the above-described level of peer review:

- Biological Documentation
  - Biological Resources Assessment for the Triangle Property (ECORP Consulting)
  - Delineation of Potential Jurisdictional Aquatic Resources, Vista Ranch Project Site (Vollmar Natural Lands Consulting)
  - Biological Assessment prepared to support Clean Water Act Section 404 permitting for development of MPArea 1 (Vollmar Natural Lands Consulting)
  - Results of protocol-level rare plant surveys conducted in 2023 (Vollmar Natural Lands Consulting)
  - Results of protocol-level dry season surveys for vernal pool branchiopods conducted in 2023 (Vollmar Natural Lands Consulting)
  - Conceptual mitigation planning documentation for development of MPArea 1 entitled Wilson Premier Homes-Vista Ranch, Mitigation Overview (Redtail Consulting)
  - Draft Incidental Take Permit application currently being prepared for development of MPArea 1 (Redtail Consulting)



- Cultural Investigation and Tribal Consultation Documentation
  - Cultural Resources Inventory Report, Triangle Property Project, Fresno County, California (ECORP Consulting)
- Geotechnical Investigation
- Phase I Environmental Site Assessment
- Report of Findings, Phase II Limited Subsurface Survey and Soil Pile Sampling, Shepherd North Properties, North Side of East Shepherd Avenue, Clovis, California.
- Wastewater Study
- Water Supply Assessment
- Water Infrastructure Investigation

FCS will deliver the peer review memoranda for each report to the City. This Scope of Work assumes the applicant will provide revised studies, which FCS will peer review for a second time to ensure revisions from the peer review memoranda were incorporated. Any additional peer review would be covered under a separate scope and fee. Once the studies are deemed complete by the City as applicable, FCS will incorporate the results of the studies, including findings and recommendations, into the Administrative Draft EIR. The studies will be included as an appendix to the Draft EIR.

### **Subtask 3.1: Peer Review of Biological Resources Supporting Information**

FCS will peer review the applicant-provided biological documentation, detailed above, to ensure the supporting information is prepared according to established industry best practices and accurately characterizes the project site. The information will be reviewed for consistency, completeness, and adequacy for purposes of CEQA. As part of the peer review process, a qualified FCS's Biologist will perform a field visit to verify the existing conditions of the project site. FCS will provide one brief peer review memorandum to the City that documents the peer review findings. This subtask accounts for one set of consolidated, vetted comments from the applicant team. FCS assumes that responses to these vetted comments will be sufficient. If they are not and additional comments are required, an augment will be needed to finalize the document. Once the studies are deemed complete by the City, FCS will incorporate the biological resources supporting information and additional information provided from the field visit into the Biological Resources section of the EIR, and this information will be appended to the EIR.

#### *Deliverable*

- Electronic copy (via email in PDF) of the peer review memorandum to the City.

### **Subtask 3.2: Peer Review of Cultural Resources Analysis**

FCS will peer review the applicant-provided cultural resources supporting information, detailed above, for the purposes of CEQA adequacy, consistency among technical reports, and accuracy in the representation of project-related information and impacts. FCS will provide a brief peer review



memorandum to the City that documents the peer review findings that will include the identification of any potential data gaps and further recommendations. FCS will incorporate the results of the cultural resources supporting information, including findings and recommendations, into the Cultural and Tribal Cultural Resources section of the EIR and will include the cultural resources supporting information as an appendix to the EIR. This Scope of Work assumes that the cultural resources supporting information is adequate for the purposes of CEQA. Any additional analysis (including a site visit) required would be addressed in a separate scope and fee.

*Deliverable*

- Electronic version (via email in PDF) of the peer review memorandum to the City.

### **Subtask 3.3: Peer Review of Other Previously Prepared Technical Studies**

FCS will peer review the previously prepared Geotechnical Investigation, Phase I Environmental Site Assessment, Phase II Limited Subsurface Survey and Soil Pile Sampling Report of Findings, Wastewater Study, Water Supply assessment, and Water Infrastructure Investigation to ensure that the reports are adequate for the purposes of CEQA and accurate in their representation of project-related information and impacts. FCS will provide a brief peer review memorandum to the City that documents the peer review findings that will include the identification of any potential data gaps and further recommendations. FCS will incorporate the results of the into the applicable topical sections of the Revised Draft EIR. This Scope of Work assumes that the above reports are adequate for the purposes of CEQA. Any additional analysis required would be addressed in a separate scope and fee.

*Deliverable*

- Electronic version (via email in PDF) of the peer review memorandum to the City.

## **Task 4: Technical Analyses**

### **Subtask 4.1: Air Quality Assessment, Greenhouse Gas Emissions and Energy Assessment, and Health Risk Assessment**

FCS will prepare an air quality, GHG emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate section of the EIR with any relevant supporting technical data appended to the document. The analysis will utilize, to the extent feasible, information from the analysis contained in the prior Draft EIR. But the following scope is proposed to ensure the analysis accounts for changes to the Project Description and updated traffic data. In addition, the analysis will be expanded to include site-specific impact analysis for the Vista Ranch Development as well as programmatic level analysis for the additional Master Plan Area and Non-Development Area of the proposed project.





### ***Air Quality Analysis***

FCS will prepare an air quality analysis consistent with the requirements of the CEQA Guidelines and San Joaquin Valley Air Pollution Control District (Valley Air District) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from Valley Air District Guidance for Assessing and Mitigating Air Quality Impacts to model and evaluate the proposed project's air quality impacts.

A project-level analysis of the Vista Ranch Development will quantify short-term construction emissions using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.). This scope assumes project site preparation and grading will be completed in up to six phases, as well as an additional phase for construction of the bridge. Modeling and analysis of any additional phases beyond this would be accomplished under a separate scope and fee.

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, stationary, and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for the proposed project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and methodologies from the Valley Air District, the California Air Resources Board (ARB), and/or United States Environmental Protection Agency (EPA). The operational analysis will account for the proposed phasing to identify the maximum yearly emissions associated with buildout of the project.

A programmatic level analysis will also be provided to evaluate potential air quality emissions impacts of future development buildout of the Vista Ranch Master Plan. Mitigation measures to reduce potential impacts of future development will also be identified.

### ***Health Risk Assessment***

The Valley Air District suggests impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific construction-related characteristics of each project and proximity of sensitive receptors to sources of TACs. Based on the proximity of sensitive receptors and the potential for construction and operations of the project to overlap, FCS recommends performing a Health Risk Assessment (HRA) to evaluate potential construction-related TAC impacts for the Vista Ranch Development. Potential health risk impacts from the additional Master Plan Area of the proposed project will be addressed at the programmatic level.

The major TAC that affects health impacts in the air from typical construction activities is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. This scope



assumes project site preparation and grading will be completed in up to six phases, as well as an additional phase for construction of the bridge. Modeling and analysis of any additional phases beyond this would be accomplished under a separate scope and fee. The following tasks will be required for the HRA to evaluate potential construction-related TAC impacts for the Vista Ranch Development:

- Define what a sensitive receptor is and identify nearby sensitive receptors.
- Identify applicable federal, State, and Valley Air District rules and regulations.
- Identify health risk standards and acceptable cancer and acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the California Office of Environmental Health Hazard Assessment (OEHHA) HRA Guidelines.
- Determine the on-site construction equipment DPM emissions rates.
- Obtain the daily construction truck trip estimates used in the air quality analysis and calculate off-site heavy-duty truck DPM emissions rates within approximately 1,000 feet of the project site.
- Calculate the DPM concentrations at the nearby sensitive receptors associated with the on-site construction equipment and off-site truck emissions up to 1,000 feet from the project site using the emissions rates calculated in the previous steps and the methodology recommended by the Valley Air District and OEHHA.
- Utilize the prior task's calculated toxic air emission levels to calculate the cancer risk and the chronic and acute non-cancer health impacts at the nearby residential uses from construction of the proposed project. The resulting health risk impacts will be compared to the applicable project-level significance thresholds defined by the Valley Air District.
- Mitigation measures will be identified, if necessary, to reduce emissions for those pollutants that exceed any significance thresholds.
- A conservative reasonable worst-case analysis approach will be taken, where the analysis will evaluate impacts to the maximally exposed off-site and earliest occupied on-site (Phase 1) receptors from all phases of construction.

FCS assumes that an operational HRA will not be warranted to identify and quantify the potential cumulative health risks during project operations of the Vista Ranch Development. However, in the process of evaluating operational air quality emissions, FCS will confirm whether potential operation emission levels would warrant an HRA. If an operational HRA is required, it would be accomplished as an additional service not included in this Scope of Work.

An HRA of the additional Master Plan Area and Non-Development Area will be evaluated at a programmatic level, and mitigation measures to help reduce potential impacts of future development will be identified.



### ***Greenhouse Gas Emissions Analysis***

FCS will evaluate the proposed project's construction and operational GHG emissions using assumptions and methodologies consistent with those used in the air quality analysis. Estimated GHG emissions will be evaluated against appropriate significance thresholds, which will be supported by substantial evidence in the CEQA document.

A programmatic level analysis of potential GHG emission impacts of future development buildout of the Vista Ranch Master Plan and Non-Development Area will be provided, and mitigation measures to reduce potential impacts of future development will be identified.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans, including ARB's 2022 Scoping Plan. The GHG Emissions Analysis will also address the California Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for analyzing GHG impacts. Additional measures or design considerations to reduce potential impacts will be identified.

### ***Energy Analysis***

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation.

Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the Vista Ranch Development project. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

A programmatic level analysis of potential energy impacts of future development buildout of the Vista Ranch Master Plan and Non-Development Area will also be provided, and mitigation measures to reduce potential impacts of future development will be identified.

### ***Data Needs and Assumptions***

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This analysis will be completed within 6 weeks of receipt of the RFI response, necessary traffic data, and the client-approved Project Description, whichever is latest. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.



## **Subtask 4.2: Noise Impact Analysis**

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the City's noise impact analysis requirements. The analysis will be wholly contained in the EIR, and the supporting technical data will be appended to the document; it is assumed no stand-alone study will be prepared. The analysis will utilize, to the extent feasible, information from the analysis contained in the prior Draft EIR. But the following scope is proposed to ensure the analysis accounts for changes to the Project Description and updated traffic data. In addition, the analysis will be expanded to include site-specific impact analysis for the Vista Ranch Development as well as programmatic level analysis for the additional Master Plan Area and Non-Development Area of the proposed project.

### ***Compile and Summarize Background Information***

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and City plans, policies, and standards, will be summarized. The existing ambient environment conditions will be documented through traffic noise modeling. Up to six short-term ambient noise measurements will be taken to document the existing daytime ambient noise conditions in the project vicinity, especially near off-site sensitive receptor land uses.

### ***Construction Noise and Vibration Impact Analysis***

Construction of the Vista Ranch Development project would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the City's Noise Ordinance specifications.

FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration (FTA) for determining construction-related groundborne vibration impacts.

A programmatic level analysis of anticipated construction noise and vibration impacts associated with future development buildout of the Vista Ranch Master Plan will also be provided. Mitigation measures to reduce potential construction noise and vibration impacts of future development will be identified.

### ***Operational Noise Impact Analysis***

A quantitative assessment of long-term operational noise impacts will be performed. Project-related traffic noise impacts associated with the proposed project will be determined based on whether the proposed project would generate a substantial increase in traffic noise levels in the project vicinity in



excess of standards established in the City's General Plan or Noise Ordinance. Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations and parking lot activities, will also be evaluated to determine whether the proposed project would generate a substantial increase in ambient noise levels in excess of the City's operational noise performance standards.

A programmatic level analysis will also be provided to evaluate potential operational noise impacts of future development buildout of the Vista Ranch Master Plan or related to the Non-Development Area. Mitigation measures to reduce potential impacts of future development will also be identified.

#### ***Data Needs and Assumptions***

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This analysis will be completed within 6 weeks of receipt of the RFI response, necessary traffic data, and the client-approved Project Description, whichever is latest. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.

#### **Subtask 4.3: Transportation Impact Analysis**

As a subconsultant to FCS, Peters Engineering will review previously prepared transportation analyses and will prepare the Transportation section of the Draft EIR. This analysis will require the following tasks.

##### ***Kick-off Meetings/Coordination with Client***

If requested by the City, Peters Engineering will attend meetings or otherwise coordinate with the City and/or applicant.

##### ***Document Review***

Peters Engineering will review available documents, primarily a TIA report dated September 4, 2024, prepared by Kittelson & Associates and the Draft EIR for the Vista Ranch Project dated July 2024, including the Clovis Vista Ranch CEQA Transportation Evaluation dated June 2024.

##### ***City Circulation Element Research***

Peters Engineering will coordinate with City staff to confirm whether any portion of the project site, or potentially a given number of residential units within the project site, was included in the Supplemental Draft Environmental Impact Report (SDEIR) for the Clovis General Plan Circulation Element Update dated June 29, 2022. City Council Resolution 22-120 adopted the SDEIR, Findings of Fact, and Statement of Overriding Considerations relative to a significant and unavoidable transportation impact based on Vehicle Miles Traveled (VMT). Resolution 22-121 amended the City of Clovis General Plan to incorporate provisions related to VMT impact evaluation criteria.



### ***Traffic Analyses***

Peters Engineering will perform intersection and road segment operational analyses (level of service [LOS] and queuing) utilizing data available in the TIA to the extent possible. The following scenarios will be analyzed:

- Near-Term Plus Development (Residential Only);
- Near-Term Plus Master Plan (Residential Only).

The purpose of the analyses is to identify whether the proposed project would cause additional transportation impacts if all residential phases are constructed before any commercial phases are constructed.

The traffic volumes will be developed by manually assigning the residential trip generation estimates in the TIA to the study intersections and road segments in generally the same proportion as the total Project trips were assigned in the TIA.

The time periods to be analyzed include the weekday AM and PM peak hours and will match those analyzed in the TIA.

Where the analyses reveal that an intersection or road segment is expected to operate below the City's target LOS, improvements will be recommended that would be expected to reduce delays to an acceptable level.

### ***Collision History/Safety Discussion***

Consultant will research collision history at each of the study intersections. Crash records will be obtained from the Statewide Integrated Traffic Records System (SWITRS) for the years 2019 through 2023. Any records available for 2024 will also be included. The crash records will be summarized and presented in the supplemental traffic impact analysis report.

An assessment of the proposed project's potentially significant impacts on traffic safety concerns, such as site distance issues, non-standard design features, or the need for different intersection control will be studied.

### ***Vehicle Miles Traveled (VMT) Mitigation Analyses and Discussion***

Peters Engineering will provide a discussion of VMT mitigation measures, including measures not applicable to the proposed project, to provide a comprehensive report addressing a majority of the known VMT mitigation strategies and how they apply (or do not apply) to the proposed project, the Clovis area, and the Fresno County region. Mitigation measures to be discussed are those listed in the City of Clovis *Transportation Impact Analysis Guidelines*, dated September 15, 2022, the California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, dated October 2024, and typical measures addressed in papers produced by the California Air Resources Board (ARB). To the



extent feasible, Peters Engineering will provide analyses to quantify the VMT reduction that may be expected from each mitigation measure.

### ***Draft EIR Transportation Section***

Peters Engineering will be available to assist with writing and/or reviewing the transportation section of the Revised Draft EIR. In addition to clarifying VMT impacts and mitigation measures as they pertain to the Development versus the Master Plan, Peters Engineering will assist with incorporating results of operational analyses that were presented in the TIA but were not presented in the prior Draft EIR. The results of the operational analyses will be presented separately for the Development and the Master Plan as a whole, along with mitigation measures for each as presented in the TIA.

It is not anticipated that additional traffic analyses will be required, or that Peters Engineering would perform additional traffic modeling or prepare another traffic impact analysis report.

### ***Meetings and Consultation***

Peters Engineering will be available to meet with FCS and/or the City and provide traffic engineering consultation, document review, analyses, and opinions on an as-needed basis.

### ***Assumptions***

This Scope of Work assumes that if additional traffic modeling is required, an approved Fresno County Council of Governments (Fresno County COG) traffic modeling consultant would be utilized to perform traffic modeling under a separate scope and fee. Although it is not anticipated to be required, in the event that a full-scale revision of the TIA is required, or that additional scenarios require analysis, a separate proposal will be provided based on the actual Scope of Work identified.

## **Task 5: Notice of Preparation and Scoping Meeting**

FCS will prepare a Draft Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the project location, provide a summary of the project characteristics, and list probable environmental effects, supported by tables and color graphics. FCS will submit the Draft NOP to the City. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Draft NOP to FCS within 2 weeks of submittal. Once FCS receives these comments, FCS will complete revisions and prepare a NOP for public review. FCS will submit the NOP and accompanying Notice of Completion (NOC) to the State Clearinghouse (SCH) electronically. The City will be responsible for distributing the NOP to public agencies and private parties. This Scope of Work assumes that an Initial Study will not be prepared.

### ***Deliverables***

- Electronic copy (via Dropbox in Microsoft Word and PDF) of the Draft NOP to the City.
- Electronic copy (via Dropbox in PDF) of the NOP to the City.



- Electronic copy (via CEQAnet) of the NOP and NOC to the SCH.

### Public Scoping Meeting

Following release of the NOP, the City will hold a Public Scoping Meeting that FCS representatives will attend. It is assumed that the public scoping meeting will be conducted in person and that FCS staff would lead the meeting. During the meeting, FCS will monitor comments received, answer questions as directed by staff, and, following the meeting, provide a summary of public comments regarding any environmental concerns raised. Input will be used to focus the issues to be addressed in the Draft EIR. The summary of verbal comments and the written comments letters will be appended to the Draft EIR. A summary of the verbal and written comments will be included in Introduction section of the Draft EIR.

### Task 6: Administrative Revised Draft EIR

FCS will prepare the Administrative Revised Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132. The document will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. The Administrative Revised Draft EIR will include narrative text, tables, exhibits, and technical appendices. The contents of the Administrative Draft EIR are listed as follows:

- |  |                                       |
|--|---------------------------------------|
| • Executive Summary                      | • Land Use and Planning               |
| • Introduction                           | • Mineral Resources                   |
| • Project Description                    | • Noise                               |
| • Environmental Impact Analysis          | • Population and Housing              |
| • Aesthetics                             | • Public Services                     |
| • Agriculture and Forestry Resources     | • Recreation                          |
| • Air Quality                            | • Transportation                      |
| • Biological Resources                   | • Utilities and Service Systems       |
| • Cultural and Tribal Cultural Resources | • Wildfire                            |
| • Energy                                 | • Alternatives                        |
| • Geology and Soils                      | • Other CEQA Considerations           |
| • Greenhouse Gas Emissions               | • Effects Found Not To Be Significant |
| • Hazards and Hazardous Materials        | • List of Preparers and Contributors  |
| • Hydrology and Water Quality            | • Technical Appendices                |

### Executive Summary

In accordance with CEQA Guidelines Section 15123, the Executive Summary will summarize the proposed project, list the environmental topics that are comprehensively addressed in the Draft EIR, list the project alternatives, identify potential areas of controversy, and provide a matrix listing environmental impacts, mitigation measures, and the residual significance of all impacts.





## **Introduction**

The Introduction section will summarize the purpose and background of the proposed project, identify the lead agency, and describe the scope of the Revised Draft EIR and the document's organization. The Introduction will also identify the environmental topics that were evaluated at a sufficient level of detail in the NOP and Effects Found not to be Significant section, described below, and, thus, are not being re-evaluated in the Revised Draft EIR.

## **Project Description**

One of the first key actions will be to formulate a working description of the proposed project. FCS will utilize the Project Description that was created under Task 2, which will articulate the proposed project's overall objectives. FCS will prepare the Project Description section of the Draft EIR based upon information provided during project initiation and comments received on the NOP.

Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, list the project objectives, identify necessary approvals, and list other agencies that may use the document. The Project Description will also describe the relationship of the proposed project to the City's General Plan. The Project Description will use color graphics and tables to clearly convey relevant information to the reviewer.

## **Establishment of Thresholds of Significance**

FCS will work with the City to establish thresholds of significance for each environmental issue to be addressed in the Draft EIR. The thresholds will be stated in each topical section of the Revised Draft EIR to clearly illustrate the analytical process used to identify potential project effects.

## **Effects Identified as Potentially Significant**

FCS will conduct an environmental analysis of the proposed project to include documenting baseline conditions, conducting project and cumulative impact evaluations (separated as applicable into project-level and program-level discussions), and formulating mitigation measures for each environmental issue that result in a potentially significant impact. As outlined above, a series of technical reports and analyses will be the basis for preparation of the Revised Draft EIR. FCS will summarize and incorporate the findings and recommendations of these technical reports into the document as appropriate based on their level of significance.

## **Cumulative Effects**

FCS will describe the reasonably foreseeable projects within a City-approved defined study area that may result in cumulative impacts associated with the proposed project. This Scope of Work assumes that the City will provide FCS with a list of cumulative projects to be included in the analysis.



Cumulative projects may be defined within a specified area around the project site as (1) projects constructed, but not occupied; (2) projects approved, but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective lead agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the lead agency. However, note that the geographical extent of the evaluation area for cumulative impacts varies, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the Revised Draft EIR in the Other CEQA Considerations section.

### **Alternatives**

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to two additional alternatives. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine whether it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified.

### **Effects Found not to be Significant**

CEQA Guidelines Section 15143 establishes that EIRs will focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur. FCS will prepare the NOP, identifying any resource categories or topical areas that can be “scoped out” pursuant to Section 15143 given the location and context of the project site. A section titled Effects Found not to be Significant will be included in the Revised Draft EIR to document the justification for resource categories excluded from detailed analysis in the Revised Draft EIR.

#### *Deliverable*

- Electronic copy (via Dropbox in Microsoft Word and PDF) of the Administrative Revised Draft EIR (with technical studies appended) to the City.

### **Task 7: Screencheck Revised Draft EIR**

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Revised Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Revised Draft EIR for review. Note that this Scope of Work assumes only one round of City comments and revisions to the Administrative Revised Draft EIR.



Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the City regarding the need for additional funds to ensure incorporation of all comments and edits.

#### *Deliverable*

- Electronic copy (via Dropbox in Microsoft Word and PDF) of the Screencheck Revised Draft EIR to the City. FCS will also provide a track change version in Microsoft Word of the Screencheck Revised Draft EIR for reference.

### **Task 8: Public Revised Draft EIR**

We assume that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Revised Draft EIR. Upon receipt of final City comments on the Screencheck Revised Draft EIR, FCS will proceed with finalizing and producing the Revised Draft EIR for public review. This task assumes technical staff time to complete revisions to the Revised Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the additional level of effort.

FCS will prepare, and City staff will distribute, copies of the Revised Draft EIR to responsible agencies and the public for a 45-day public review period. FCS will provide the SCH with an electronic copy of the document (and appendices) and required notices and forms (the NOC, Notice of Availability [NOA], and Summary Form) via CEQAnet to begin the public review period. FCS will be responsible for drafting the NOC and Summary Form and the City will be responsible for drafting the NOA. FCS will provide copies of the Revised Draft EIR to the City, and the City will be responsible for local distribution, noticing, and posting. Finally, this Scope of Work assumes that City staff will prepare and mail all notices associated with the Revised Draft EIR to local agencies and interested parties.

#### *Deliverables*

- Electronic copy of the Revised Draft EIR and appendices (via Dropbox in PDF) to the City.
- Two hard copies of the Revised Draft EIR and appendices to the City.
- Electronic copy (via CEQAnet) of the Revised Draft EIR and appendices, NOC, NOA, and the California Governor's Office of Planning and Research (OPR) Summary Form to the SCH.

### **Task 9: Administrative Final EIR**

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Revised Draft EIR during the public review period and provide written responses to each comment. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.



Based on FCS's experience responding to comments on recent City projects, we have budgeted 120 hours of FCS staff time (including technical, editing, and administrative personnel) for this task. Together with the City, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

#### *Deliverable*

- Electronic copy of the Administrative Final EIR (via Dropbox in Microsoft Word and PDF) to the City.

### **Task 10: Screencheck Final EIR**

FCS will respond to City comments on the Administrative Final EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR.

The intent of the Screencheck Final EIR is to allow City staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions.

#### *Deliverable*

- Electronic copy of the Screencheck Final EIR (via Dropbox in Microsoft Word and PDF) to the City. FCS will also provide a track change version of the Screencheck Final EIR for reference.

### **Task 11: Final EIR**

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Final EIR. Once City staff provides final comments on the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR. This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, we will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the City, who will be responsible for local distribution, noticing, and posting. FCS will also prepare the Notice of Determination (NOD) for the project, which the City will file, within 5 business days of EIR certification. This Scope of Work assumes that City staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties.

#### *Deliverables*

- Electronic copy (via Dropbox in Word and PDF) of the Final EIR to the City.



- Two hard copies of the Final EIR to the City.
- An electronic copy of the NOD to the City.

### **Task 12: Mitigation Monitoring and Reporting Program**

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. The MMRP will clearly identify project-level and program-level mitigation measures, as identified in the EIR. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the MMRP, FCS will complete revisions and provide the City with a final MMRP.

#### *Deliverables*

- Electronic copy (via email in Microsoft Word) of the Draft MMRP to the City.
- Electronic copy (via email) of the MMRP (PDF) to the City.

### **Task 13: Findings of Fact and Statement of Overriding Considerations**

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. As required by CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the Project Team regarding the benefits of the proposed project. FCS's Project Manager will consult with the City to review the draft Findings of Fact and to finalize the findings.

#### *Deliverables*

- Electronic copy (via Dropbox in Microsoft Word) of the draft Findings of Fact and Statement of Overriding Considerations to the City.
- Electronic copy (via Dropbox in PDF) of the Findings of Fact and Statement of Overriding Considerations to the City.

### **Task 14: Meetings, Public Hearings, and Phone Calls**

This Scope of Work assumes that FCS's Project Director or Project Manager will attend the following meetings:



### **Coordination Meetings:**

- Eight half-hour meetings with City staff conducted during the preparation of the Draft EIR. It is assumed these meetings can be completed via conference call.

### **Final EIR and Project Entitlements:**

- Planning Commission—one, 4-hour meeting
- City Council—one, 4-hour meeting

The cost for the Public Scoping Meeting is included in Task 5. As noted, the meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the City requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify City staff of the additional costs and obtain authorization for the extra meeting time.

### **Task 15: Project Management**

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services will also include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 75 hours of staff time.

### **Tasks Outside the Scope of Work**

The following are tasks FCS has identified as falling outside its Scope of Work for the proposed project.

#### **Newspaper Noticing/Local Noticing**

FCS assumes that City staff will be responsible for any public noticing related to the certification of the EIR.

#### **Notice of Determination Filing/Payment of Fees**

FCS assumes that the City staff will be responsible for filing the NOD with the Fresno County Clerk's Office within 5 business days of certification of the EIR. Please be advised that as of January 1, 2025, the filing fees for an EIR will be \$4,123.50 (California Department of Fish and Wildlife [CDFW] fee) plus a \$50 County handling fee, for a grand total of **\$4,173.50**. The applicant will be responsible for paying the associated filing fees.

# **EXHIBIT B**

## **BUDGET AND TASK SCHEDULE**

## PROPOSED SCHEDULE

FCS has prepared the following schedule outlining the anticipated timing of each task.

Task	Week
Task 1: Project Initiation and Kick-off Meeting	1
Task 2: Preparation of Comprehensive Project Description	1–3
Task 3: Peer Review of Previously Prepared Technical Studies	1-5
Subtask 3.1: Peer Review of Biological Resources Supporting Information	3
– <i>Revision of supporting information based on FCS peer review</i>	5
Subtask 3.2: Peer Review of Cultural Resources Analysis	3
– <i>Revision of supporting information based on FCS peer review</i>	5
Subtask 3.3: Peer Review of Other Previously Prepared Technical Studies	3
– <i>Revision of supporting information based on FCS peer review</i>	5
Task 4: Technical Analysis	1–10
Subtask 4.1: Air Quality Assessment, Greenhouse Gas Emissions and Energy Assessment, and Health Risk Assessment <sup>1</sup>	10
Subtask 4.2: Noise Impact Analysis <sup>1</sup>	10
Subtask 4.3: Transportation Impact Analysis	10
Task 5: Notice of Preparation and Scoping Meeting	3–9
– <i>Submit Administrative Notice of Preparation</i>	3
– <i>Receive Comments on Notice of Preparation</i>	5
– <i>Start of Public Scoping Period (Begin 30-day Public Review)</i>	6
– <i>Public Scoping Meeting</i>	TBD (to occur during public scoping period)
– <i>30-day Public Review Period Ends</i>	10
Task 6: Administrative Revised Draft EIR	1-17
– <i>Submit Administrative Revised Draft EIR</i>	13
– <i>Receive Comments on Administrative Revised Draft EIR</i>	17
Task 7: Screencheck Revised Draft EIR	17-23



Task	Week
– <i>Submit Screencheck Revised Draft EIR</i>	20
– <i>Receive Comments on Screencheck Revised Draft EIR</i>	23
Task 8: Public Revised Draft EIR	23-31
– <i>Begin 45 Day Public Review Period</i>	24
– <i>45-day Public Comment Period Ends</i>	31
Task 9: Administrative Final EIR	31-39
– <i>Meet with City to review comments received</i>	32
– <i>Submit Administrative Final EIR<sup>2</sup></i>	36
– <i>Receive Comments on Administrative Final EIR</i>	39
Task 10: Screencheck Final EIR	39-43
– <i>Submit Screencheck Final EIR</i>	41
– <i>Receive Comments on Screencheck Final EIR</i>	43
Task 11: Final EIR	45
Task 12: Mitigation Monitoring and Reporting Program	39-45
– <i>Submit draft Mitigation Monitoring and Reporting Program</i>	41
– <i>Receive Comments on Mitigation Monitoring and Reporting Program</i>	43
– <i>Submit Mitigation Monitoring and Reporting Program</i>	45
Task 13: Findings of Fact and Statement of Overriding Considerations	39-45
– <i>Submit draft Findings of Fact and Statement of Overriding Considerations</i>	41
– <i>Receive Comments on Findings of Fact and Statement of Overriding Considerations</i>	43
– <i>Submit Findings of Fact and Statement of Overriding Considerations</i>	45
Task 14: Meetings, Public Hearings, and Phone Calls	To Be Determined
Task 15: Project Management	Ongoing
File NOD with Fresno County Clerk	Within 5 business days of EIR Certification
<p>Note:</p> <p><sup>1</sup> Analysis will be conducted 6 weeks after receipt of the necessary traffic data, responses to the RFI, and approved Project Description, whichever is latest. This assumes this data will be available by week 4 after project initiation.</p> <p><sup>2</sup> Dependent on volume and complexity of comments.</p>	



## PROPOSED BUDGET

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1: Project Initiation and Kick-off Meeting	\$4,595
Task 2: Preparation of CEQA-compliant Project Description	\$4,970
Task 3: Peer Review of Previously Prepared Technical Studies	
Subtask 3.1: Peer Review of Biological Resources Supporting Information	\$7,770
Subtask 3.2: Peer Review of Cultural Resources Analysis	\$3,430
Subtask 3.3: Peer Review of Other Previously Prepared Technical Studies	\$8,560
Task 4: Technical Analysis	
Subtask 4.1: Air Quality Assessment, Greenhouse Gas Emissions and Energy Assessment, and Health Risk Assessment	\$29,450
Subtask 4.2: Noise Impact Analysis	\$9,720
Subtask 4.3: Transportation Impact Analysis	\$69,730
Task 5: Notice of Preparation and Scoping Meeting	\$6,610
Task 6: Administrative Revised Draft EIR	\$55,775
Task 7: Screencheck Revised Draft EIR	\$24,715
Task 8: Public Revised Draft EIR	\$9,815
Task 9: Administrative Final EIR	\$25,305
Task 10: Screencheck Final EIR	\$12,215
Task 11: Final EIR	\$6,920
Task 12: Mitigation Monitoring and Reporting Program	\$2,370
Task 13: Findings of Fact and Statement of Overriding Considerations	\$8,950
Task 14: Meetings, Public Hearings, and Phone Calls	\$6,940
Task 15: Project Management	\$13,680
<b>Total FCS Professional Labor</b>	<b>\$311,520</b>
<b>Total Direct Costs</b>	
Reprographics, Mileage, Deliveries, etc.	\$4,620
<b>Contingency (5%)</b>	<b>\$15,807</b>
<b>Total FCS Professional Fee</b>	<b>\$331,947</b>

## EXHIBIT C

# INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

# **EXHIBIT D**

## **SIGNING AUTHORITY**



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: February 4, 2025

SUBJECT: Planning and Development Services - Approval – Res. 25-\_\_\_\_, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2025-2026.

ATTACHMENTS:

1. Res. 25-\_\_\_\_
2. FMFCD Fee Adoption Letter
3. FMFCD Board of Directors Memorandum
4. Amended FMFCD Resolution

### RECOMMENDATION

For the City Council to approve Res. 25-\_\_\_\_, amending the FMFCD Storm Drainage per-acre costs and fees for 2025-2026.

### EXECUTIVE SUMMARY

In 1961, the Cities of Fresno and Clovis and the County of Fresno adopted, as an element of the Fresno-Clovis Metropolitan Area General Plan, a Storm Drainage Master Plan prepared by the Flood Control District for the metropolitan area. In 1969, these agencies adopted virtually identical drainage fee ordinances to provide for the funding of planned drainage facilities concurrently with development activity which created the need for such facilities.

The local drainage plan shows the drainage area boundaries. Also shown are proposed and existing master plan facilities in each watershed area.

The rate structure associated with each master plan drainage area is based on the total estimated cost of the urban drainage system including land, improvements and any engineering required to serve the subject area. The total cost is divided into the total land area using appropriate proportionate ratios (related to storm runoff characteristics) between the various contributing/benefiting land uses.

This year's update includes fee adjustments in certain drainage areas, zones, and surcharges within the City of Clovis (AQ, BC, BT, BY2, DL, DM, DO, DQ, 1G, 3G, 7C, 7D, 7H, Zone 2, Zone

3, surcharge fees for BX, 7D and DO) due to unit cost updates. This year's update includes certain drainage areas (CL and DP) that did not see any fee adjustments.

The drainage fees paid pursuant to the ordinance are deposited into a separate trust account. The monies are not commingled with District general funds, are not used to fund any administration, operations, or maintenance costs, and must be expended within the drainage area in which they are paid.

The fee ordinance, enacted under the authority of the State Subdivision Map Act, requires the identification of the estimated or actual cost of the planned facilities through the adoption of a resolution. Because the fees are based on the cost of facilities, the resolution serves also as the schedule of fees.

The Fresno Metropolitan Flood Control District consists of three zones. Zone 3 generally includes the core area of the City of Clovis. Zone 2 is mostly in the City of Fresno, except for some portions of Drainage Areas "Q" and "S", which are predominately within Clovis. Zone 1 includes all the areas within the District's jurisdiction that are not in Zone 2 or Zone 3.

Attachment B of Attachment 1 lists the proposed drainage fee adjustments. City staff has had the opportunity to review the proposed adjustments with FMFCD staff and believes the adjustments are supported by the recently completed cost studies. District staff has indicated that the District contacted the Building Industry Association in reviewing the proposed drainage fee update.

Government Code, Sections 66016.5(a)(5)(A) and (B)

AB602 states that if an agency conducts an impact fee nexus study and it is adopted after July 1, 2022, the agency must either "calculate a fee imposed on a housing development project proportionately to the square footage of the proposed units of the development" or make the following findings:

- (i) An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.
- (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.
- (iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

The District has made the findings as required by AB602, which were approved by their Counsel, their Board of Directors. A copy of the request by District staff to their Board of Directors is included as Attachment 3. A copy of the District's Amended Resolution as approved by their Board of Directors is included as Attachment 4.

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

In accordance with the District's drainage fee ordinance, the District's fee schedule is to be adjusted annually, or as warranted. This year the update was based upon examination of all drainage systems and their related costs and fee schedules.

**ACTIONS FOLLOWING APPROVAL**

Adopt and implement the 2025-2026 FMFCD Drainage Fees for local drainage fees.

**CONFLICT OF INTEREST**

None.

Prepared by: Tara West, Engineering Technician

Reviewed by: City Manager AW



**RESOLUTION 25-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AMENDING THE STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN AND  
ADOPTING THE DRAINAGE FEES AND COSTS FOR ALL DEVELOPMENTS WITHIN  
THE JOINT AREA OF THE CITY OF CLOVIS, CALIFORNIA AND THE FRESNO  
METROPOLITAN FLOOD CONTROL DISTRICT (2025-2026)**

**WHEREAS**, the Council of the City of Clovis has enacted Chapter 7, Title 8 of the Clovis Municipal Code, which ordinance is hereby incorporated herein by this reference, creating and establishing the authority for imposing and charging fees for the construction of planned local storm drainage facilities; and

**WHEREAS**, an amended Storm Drainage and Flood Control Master Plan Map (see Attachment A labeled as Exhibit “A” hereto) specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein has been presented to the Council of the City of Clovis; and

**WHEREAS**, a study has been conducted of the impacts of contemplated future development on the existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District (“District”) and the City of Clovis (“City”) listed in Attachment B labeled as Exhibit “B” attached hereto, along with an analysis of new, improved or expanded public facilities, the estimated costs of those improvements, and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of said local drainage facilities in said local drainage areas; and

**WHEREAS**, this study was available at the District's office for public inspection and review ten (10) days prior to this public meeting and notice was given in compliance with the requirements therefore, and

**WHEREAS**, a public meeting was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Council of the City of Clovis; and

**WHEREAS**, the Council of the City of Clovis finds as follows:

A. The purpose of said fees is to finance facilities within the City and District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct

planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.

B. The fees adopted hereby and collected pursuant to Chapter 7, Title 8 of the Clovis Municipal Code and this Resolution are to be used to finance only the public facilities shown on Exhibit "A" hereto within each of the respective local drainage areas identified in Exhibit "B" hereto;

C. After considering said Map and said study and analysis prepared by the District, entitled "Storm Drainage and Flood Control Master Plan", and that prepared by the City Planning Department entitled "Clovis General Plan," and the various community and specific plans of the City; and the information and testimony received at this public hearing, the Council of the City of Clovis approves said Map and said study, and incorporates such herein. The Council further finds that all development in the subject area will generate the need, as described in this recital, for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services within the impacted area;

D. There is a need in this described impact area for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the City's General Plan. Development will contribute its fair share towards these facility costs in those local drainage areas listed in Exhibit "B" through payment of the respective drainage fees set forth therein;

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibit "A" and "B" for which the corresponding fee set forth in Exhibit "B" is charged. There is a reasonable relationship between the use of said fee and the development of the lands in the service area for which the fee is charged, as these reasonable relationships or nexuses are described in more detail in the study and Map referred to above;

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit "A" and the storm drainage fees set forth in Exhibit "B", as adopted by Paragraphs 2 and 3 herein below, revise the Storm Drainage and Flood Control Master Plan, are in conformity with the City's General Plan and are in compliance with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit "B" are reasonable cost estimates for constructing these facilities and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis do as follows:

1. The above recitals are true and correct, and this Council so finds and determines.
2. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit "A" as supported by Exhibit "B".
3. The schedule of drainage fees for those respective local drainage areas listed in Exhibit "B" hereto is hereby adopted as set forth in said Exhibit "B". The District shall prepare, and provide to the City, a 2025-2026 schedule of drainage fees for each of its local drainage areas, which shall include the fees adopted hereby. Fees shall be paid in

accordance with the Drainage Fee Ordinances according to said 2025-2026 drainage fee schedule.

4. The fee shall be solely used to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance or the Development Impact Fee Ordinance.

5. The District, pursuant to Chapter 7 of Title 8 of the Municipal Code, shall review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefore, and the reasonable relationship between such facility needs and the varying types and development. The Manager shall report the findings to the City Council and recommend any adjustment to this fee or other action as may be needed.

6. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within 120 days of the effective date hereof, which shall be 60 days after the date of adoption hereof. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Public Works of the City of Clovis. Such appeal must be made within 60 days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within 40 days after such appeal is filed.

7. The Ordinance of the City of Clovis has an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the City of Clovis and the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the City of Clovis and the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Clovis under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 4, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

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Mayor

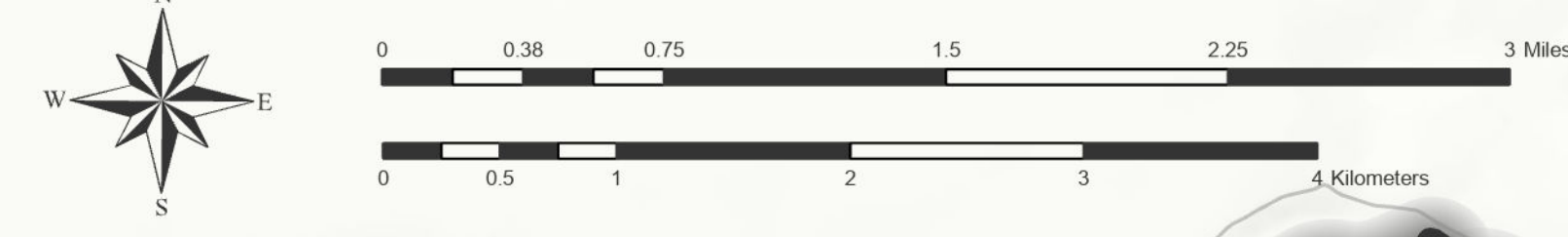
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City Clerk



# Exhibit A

- F.M.F.C.D. BOUNDARY
- DRAINAGE AREA BOUNDARY
- BQ DRAINAGE AREA DESIGNATION
- EXISTING PIPELINES
- - - DESIGN PIPELINES
- PROPOSED PIPELINES
- ACQUIRED BASIN FACILITY
- PROPOSED BASIN FACILITY
- NON-PLANNED AREAS
- ▨ AG USE FEE EXEMPTION
- CHANNELS AND CANALS
- RURAL STREAMS
- CITY SPHERE



## Fresno Metropolitan Flood Control District STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN Attachment A FRESNO COUNTY, CALIFORNIA



# Fresno Metropolitan Flood Control District



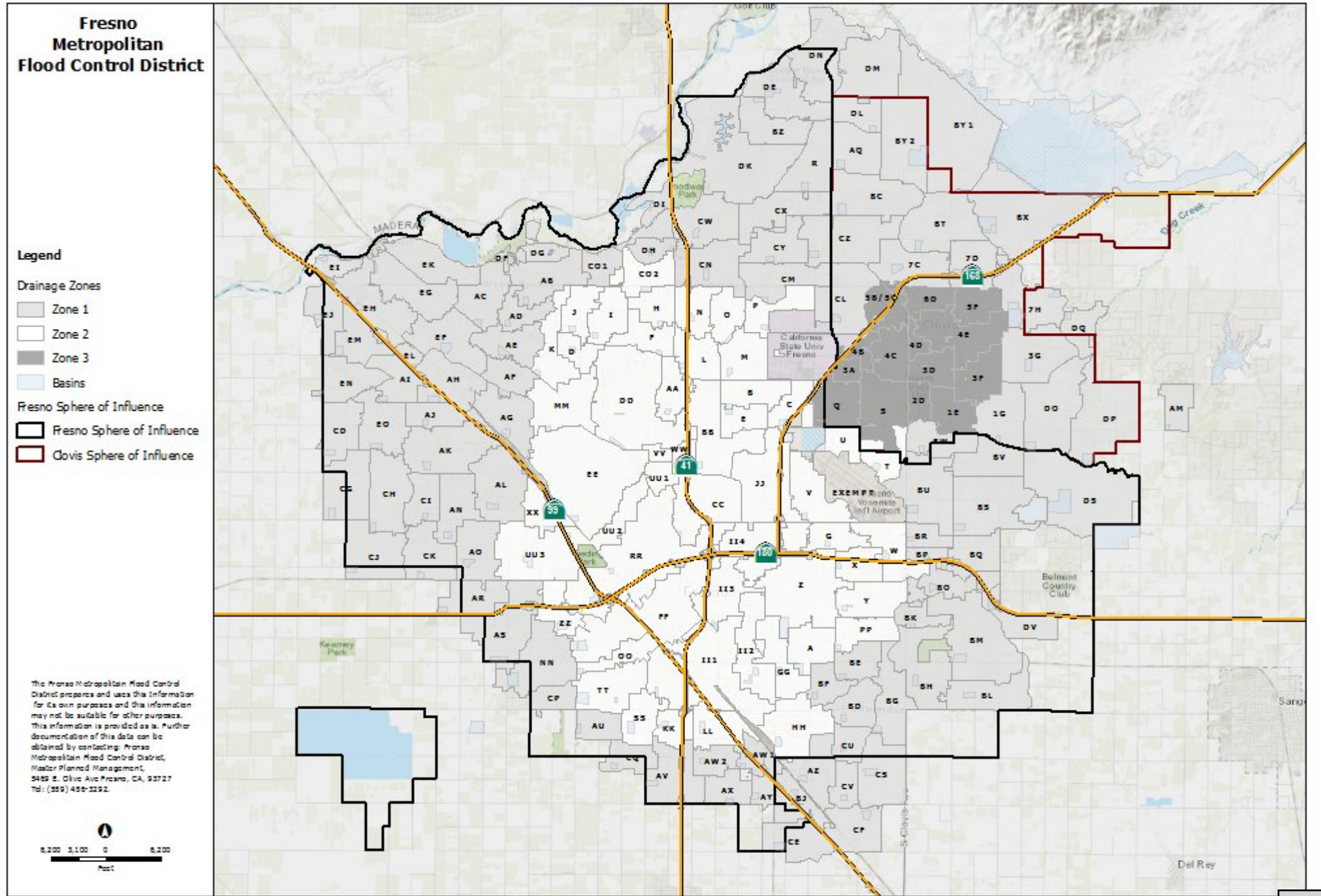
## 2025 DRAINAGE FEE SCHEDULE

### City of Clovis

Effective Date: 3/1/2025

## Attachment B

*Note: The information provided herein is in accordance with California Government Code Section 66016.5(a)(5)(B) and is subject to the findings adopted per Resolution No. 2024-1047. This disclaimer pertains specifically to the support expressed for the continuation of District Policies related to the calculation and imposition of residential development impact fees on a per-gross-acre basis.*



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AQ	BASIN	\$2,300	\$2,620	\$3,290	\$3,930	\$4,600	\$4,920	\$5,170	\$5,420	\$5,420	\$6,070	\$7,380	\$10,730	\$11,490	\$12,310	\$4,453,130
	PIPE	\$6,480	\$7,320	\$9,720	\$10,560	\$11,470	\$11,920	\$12,310	\$12,630	\$12,630	\$13,540	\$14,440	\$16,780	\$17,750	\$18,720	\$8,740,280
	TOTAL	\$8,780	\$9,940	\$13,010	\$14,490	\$16,070	\$16,840	\$17,480	\$18,050	\$18,050	\$19,610	\$21,820	\$27,510	\$29,240	\$31,030	\$13,193,410
BC	BASIN	\$1,950	\$2,230	\$2,800	\$3,340	\$3,910	\$4,180	\$4,400	\$4,610	\$4,610	\$5,160	\$6,270	\$9,130	\$9,770	\$10,480	\$5,395,560
	PIPE	\$3,560	\$4,030	\$5,340	\$5,810	\$6,310	\$6,560	\$6,770	\$6,950	\$6,950	\$7,450	\$7,950	\$9,230	\$9,760	\$10,300	\$7,213,140
	TOTAL	\$5,510	\$6,260	\$8,140	\$9,150	\$10,220	\$10,740	\$11,170	\$11,560	\$11,560	\$12,610	\$14,220	\$18,360	\$19,530	\$20,780	\$12,608,700
BT	BASIN	\$2,520	\$2,880	\$3,610	\$4,310	\$5,050	\$5,400	\$5,680	\$5,950	\$5,950	\$6,660	\$8,100	\$11,780	\$12,620	\$13,520	\$5,241,440
	PIPE	\$5,640	\$6,370	\$8,450	\$9,190	\$9,980	\$10,370	\$10,710	\$10,990	\$10,990	\$11,780	\$12,570	\$14,600	\$15,440	\$16,290	\$10,332,910
	TOTAL	\$8,160	\$9,250	\$12,060	\$13,500	\$15,030	\$15,770	\$16,390	\$16,940	\$16,940	\$18,440	\$20,670	\$26,380	\$28,060	\$29,810	\$15,574,350
BU	BASIN	\$670	\$760	\$960	\$1,150	\$1,340	\$1,440	\$1,510	\$1,580	\$1,580	\$1,770	\$2,150	\$3,130	\$3,350	\$3,600	\$3,014,950
	PIPE	\$2,490	\$2,810	\$3,730	\$4,060	\$4,400	\$4,580	\$4,730	\$4,850	\$4,850	\$5,200	\$5,550	\$6,440	\$6,820	\$7,190	\$6,553,900
	TOTAL	\$3,160	\$3,570	\$4,690	\$5,210	\$5,740	\$6,020	\$6,240	\$6,430	\$6,430	\$6,970	\$7,700	\$9,570	\$10,170	\$10,790	\$9,568,850
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,570	\$2,430	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$1,640	\$1,870	\$2,340	\$2,800	\$3,280	\$3,500	\$3,680	\$3,860	\$3,860	\$4,320	\$5,260	\$7,650	\$8,190	\$8,780	\$6,651,750
	PIPE	\$3,210	\$3,630	\$4,810	\$5,230	\$5,680	\$5,900	\$6,100	\$6,260	\$6,260	\$6,710	\$7,160	\$8,310	\$8,790	\$9,270	\$10,655,080
	TOTAL	\$4,850	\$5,500	\$7,150	\$8,030	\$8,960	\$9,400	\$9,780	\$10,120	\$10,120	\$11,030	\$12,420	\$15,960	\$16,980	\$18,050	\$17,306,830
BY2	BASIN	\$1,940	\$2,220	\$2,780	\$3,330	\$3,890	\$4,160	\$4,380	\$4,590	\$4,590	\$5,130	\$6,240	\$9,080	\$9,720	\$10,420	\$4,600,910
	PIPE	\$9,230	\$10,430	\$13,850	\$15,040	\$16,340	\$16,980	\$17,540	\$18,000	\$18,000	\$19,290	\$20,580	\$23,910	\$25,290	\$26,670	\$18,256,030
	TOTAL	\$11,170	\$12,650	\$16,630	\$18,370	\$20,230	\$21,140	\$21,920	\$22,590	\$22,590	\$24,420	\$26,820	\$32,990	\$35,010	\$37,090	\$22,856,940
CL	BASIN	\$880	\$1,010	\$1,260	\$1,510	\$1,770	\$1,890	\$1,990	\$2,090	\$2,090	\$2,330	\$2,840	\$4,130	\$4,420	\$4,740	\$2,320,120
	PIPE	\$1,190	\$1,350	\$1,790	\$1,940	\$2,110	\$2,200	\$2,270	\$2,330	\$2,330	\$2,490	\$2,660	\$3,090	\$3,270	\$3,450	\$2,269,940
	TOTAL	\$2,070	\$2,360	\$3,050	\$3,450	\$3,880	\$4,090	\$4,260	\$4,420	\$4,420	\$4,820	\$5,500	\$7,220	\$7,690	\$8,190	\$4,590,060
CZ	BASIN	\$560	\$640	\$800	\$960	\$1,120	\$1,200	\$1,260	\$1,320	\$1,320	\$1,480	\$1,790	\$2,610	\$2,790	\$3,000	\$1,551,490
	PIPE	\$1,250	\$1,420	\$1,880	\$2,040	\$2,220	\$2,310	\$2,380	\$2,450	\$2,450	\$2,620	\$2,800	\$3,250	\$3,440	\$3,620	\$2,788,260
	TOTAL	\$1,810	\$2,060	\$2,680	\$3,000	\$3,340	\$3,510	\$3,640	\$3,770	\$3,770	\$4,100	\$4,590	\$5,860	\$6,230	\$6,620	\$4,339,750
DL	BASIN	\$3,340	\$3,810	\$4,780	\$5,710	\$6,680	\$7,150	\$7,510	\$7,880	\$7,880	\$8,820	\$10,720	\$15,600	\$16,700	\$17,900	\$3,888,100
	PIPE	\$6,210	\$7,020	\$9,320	\$10,120	\$10,990	\$11,430	\$11,800	\$12,110	\$12,110	\$12,980	\$13,850	\$16,090	\$17,020	\$17,950	\$5,079,920
	TOTAL	\$9,550	\$10,830	\$14,100	\$15,830	\$17,670	\$18,580	\$19,310	\$19,990	\$19,990	\$21,800	\$24,570	\$31,690	\$33,720	\$35,850	\$8,968,020
DM	BASIN	\$2,400	\$2,740	\$3,430	\$4,110	\$4,800	\$5,140	\$5,400	\$5,670	\$5,670	\$6,340	\$7,710	\$11,210	\$12,010	\$12,870	\$5,877,980
	PIPE	\$8,680	\$9,800	\$13,010	\$14,140	\$15,360	\$15,960	\$16,480	\$16,920	\$16,920	\$18,130	\$19,350	\$22,470	\$23,770	\$25,070	\$17,511,310
	TOTAL	\$11,080	\$12,540	\$16,440	\$18,250	\$20,160	\$21,100	\$21,880	\$22,590	\$22,590	\$24,470	\$27,060	\$33,680	\$35,780	\$37,940	\$23,389,290
DO	BASIN	\$2,110	\$2,410	\$3,020	\$3,610	\$4,220	\$4,520	\$4,750	\$4,980	\$4,980	\$5,570	\$6,770	\$9,850	\$10,550	\$11,310	\$6,474,660
	PIPE	\$3,050	\$3,450	\$4,580	\$4,980	\$5,410	\$5,620	\$5,800	\$5,960	\$5,960	\$6,380	\$6,810	\$7,910	\$8,370	\$8,830	\$7,251,850
	TOTAL	\$5,160	\$5,860	\$7,600	\$8,590	\$9,630	\$10,140	\$10,550	\$10,940	\$10,940	\$11,950	\$13,580	\$17,760	\$18,920	\$20,140	\$13,726,510
DP	BASIN	\$2,150	\$2,450	\$3,080	\$3,680	\$4,300	\$4,600	\$4,840	\$5,080	\$5,080	\$5,680	\$6,900	\$10,040	\$10,750	\$11,530	\$8,091,790
	PIPE	\$6,630	\$7,490	\$9,940	\$10,800	\$11,730	\$12,200	\$12,590	\$12,930	\$12,930	\$13,850	\$14,780	\$17,170	\$18,160	\$19,160	\$18,509,360
	TOTAL	\$8,780	\$9,940	\$13,020	\$14,480	\$16,030	\$16,800	\$17,430	\$18,010	\$18,010	\$19,530	\$21,680	\$27,210	\$28,910	\$30,690	\$26,601,150



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DQ	BASIN	\$7,350	\$8,380	\$10,510	\$12,570	\$14,700	\$15,730	\$16,530	\$17,340	\$17,340	\$19,400	\$23,590	\$34,320	\$36,740	\$39,390	\$6,040,260
	PIPE	\$6,790	\$7,670	\$10,190	\$11,070	\$12,020	\$12,500	\$12,900	\$13,240	\$13,240	\$14,190	\$15,150	\$17,590	\$18,610	\$19,630	\$4,805,190
	TOTAL	\$14,140	\$16,050	\$20,700	\$23,640	\$26,720	\$28,230	\$29,430	\$30,580	\$30,580	\$33,590	\$38,740	\$51,910	\$55,350	\$59,020	\$10,845,450
1G	BASIN	\$1,270	\$1,440	\$1,810	\$2,170	\$2,530	\$2,710	\$2,850	\$2,990	\$2,990	\$3,340	\$4,060	\$5,910	\$6,330	\$6,790	\$1,872,020
	PIPE	\$1,200	\$1,350	\$1,800	\$1,950	\$2,120	\$2,200	\$2,270	\$2,330	\$2,330	\$2,500	\$2,670	\$3,100	\$3,280	\$3,460	\$1,543,320
	TOTAL	\$2,470	\$2,790	\$3,610	\$4,120	\$4,650	\$4,910	\$5,120	\$5,320	\$5,320	\$5,840	\$6,730	\$9,010	\$9,610	\$10,250	\$3,415,340
3G	BASIN	\$2,040	\$2,330	\$2,920	\$3,490	\$4,080	\$4,370	\$4,590	\$4,820	\$4,820	\$5,390	\$6,550	\$9,530	\$10,200	\$10,940	\$4,368,720
	PIPE	\$2,570	\$2,910	\$3,860	\$4,190	\$4,550	\$4,730	\$4,890	\$5,010	\$5,010	\$5,370	\$5,730	\$6,660	\$7,050	\$7,430	\$4,640,440
	TOTAL	\$4,610	\$5,240	\$6,780	\$7,680	\$8,630	\$9,100	\$9,480	\$9,830	\$9,830	\$10,760	\$12,280	\$16,190	\$17,250	\$18,370	\$9,009,160
7C	BASIN	\$2,030	\$2,310	\$2,900	\$3,460	\$4,050	\$4,340	\$4,560	\$4,780	\$4,780	\$5,350	\$6,500	\$9,460	\$10,130	\$10,860	\$3,969,560
	PIPE	\$1,230	\$1,390	\$1,850	\$2,010	\$2,180	\$2,270	\$2,340	\$2,400	\$2,400	\$2,570	\$2,750	\$3,190	\$3,370	\$3,560	\$1,734,900
	TOTAL	\$3,260	\$3,700	\$4,750	\$5,470	\$6,230	\$6,610	\$6,900	\$7,180	\$7,180	\$7,920	\$9,250	\$12,650	\$13,500	\$14,420	\$5,704,460
7D	BASIN	\$2,540	\$2,900	\$3,630	\$4,350	\$5,080	\$5,440	\$5,720	\$6,000	\$6,000	\$6,710	\$8,160	\$11,870	\$12,710	\$13,620	\$4,456,650
	PIPE	\$1,850	\$2,090	\$2,770	\$3,010	\$3,270	\$3,400	\$3,510	\$3,610	\$3,610	\$3,870	\$4,120	\$4,790	\$5,070	\$5,350	\$2,243,900
	TOTAL	\$4,390	\$4,990	\$6,400	\$7,360	\$8,350	\$8,840	\$9,230	\$9,610	\$9,610	\$10,580	\$12,280	\$16,660	\$17,780	\$18,970	\$6,700,550
*Note: A surcharge fee is in effect per Board Resolution No. 2005-480 Amended 2018-908 & 2021-979.																
7H	BASIN	\$3,360	\$3,830	\$4,800	\$5,740	\$6,720	\$7,190	\$7,560	\$7,920	\$7,920	\$8,860	\$10,780	\$15,680	\$16,790	\$18,000	\$7,792,210
	PIPE	\$5,810	\$6,570	\$8,720	\$9,480	\$10,290	\$10,700	\$11,050	\$11,340	\$11,340	\$12,150	\$12,970	\$15,060	\$15,930	\$16,800	\$9,433,700
	TOTAL	\$9,170	\$10,400	\$13,520	\$15,220	\$17,010	\$17,890	\$18,610	\$19,260	\$19,260	\$21,010	\$23,750	\$30,740	\$32,720	\$34,800	\$17,225,910
*Note: A surcharge fee is in effect per Board Resolution No. 2005-480 Amended 2018-908 & 2021-979.																

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 2	BASIN	\$920	\$1,050	\$1,320	\$1,580	\$1,850	\$1,980	\$2,080	\$2,180	\$2,180	\$2,440	\$2,970	\$4,320	\$4,620	\$4,950
	PIPE	\$1,730	\$1,950	\$2,590	\$2,820	\$3,060	\$3,180	\$3,280	\$3,370	\$3,370	\$3,610	\$3,850	\$4,470	\$4,730	\$4,990
	TOTAL	\$2,650	\$3,000	\$3,910	\$4,400	\$4,910	\$5,160	\$5,360	\$5,550	\$5,550	\$6,050	\$6,820	\$8,790	\$9,350	\$9,940
															\$104,129,222
															\$136,550,496
															\$240,679,718

Planned Local Drainage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$2,653,480	\$2,140,187	\$4,793,667	X	\$2,257,718	\$449,072	\$2,706,790	OO	\$3,149,221	\$899,643	\$4,048,864
B	\$1,296,438	\$142,170	\$1,438,608	Y	\$1,714,229	\$2,274,773	\$3,989,002	PP	\$2,279,786	\$1,232,767	\$3,512,553
C	\$479,953	\$317,414	\$797,367	Z	\$1,126,945	\$2,543,686	\$3,670,631 **	RR	\$5,672,640	\$18,578,852	\$24,251,492
D	\$801,395	\$689,353	\$1,490,748	AA	\$1,007,845	\$1,444,258	\$2,452,103	SS	\$3,200,285	\$4,191,719	\$7,392,004
E	\$987,771	\$228,063	\$1,215,834	BB	\$817,452	\$822,774	\$1,640,226	TT	\$2,673,474	\$1,843,428	\$4,516,902
F	\$327,718	\$302,016	\$629,734	CC	\$1,131,025	\$2,087,079	\$3,218,104	UU1	\$747,282	\$1,383,868	\$2,131,150
G	\$1,688,391	\$157,007	\$1,845,398	CO2	\$947,253	\$1,742,103	\$2,689,356	UU2	\$1,815,483	\$1,664,639	\$3,480,122
H	\$99,858	\$214,682	\$314,540	DD	\$2,683,022	\$7,744,571	\$10,427,593	UU3	\$4,297,237	\$11,436,261	\$15,733,498
I	\$227,828	\$248,025	\$475,853	EE	\$754,118	\$3,373,882	\$4,128,000	VV	\$307,124	\$116,961	\$424,085
J	\$1,880,431	\$510,964	\$2,391,395	FF	\$1,442,268	\$9,623,346	\$11,065,614	WW	\$291,653	\$360,044	\$651,697
K	\$1,312,067	\$685,069	\$1,997,136	GG	\$3,032,358	\$1,657,509	\$4,689,867	XX	\$1,025,092	\$2,177,108	\$3,202,200
L	\$761,681	\$494,850	\$1,256,531	HH	\$5,862,906	\$7,672,820	\$13,535,726	ZZ	\$2,995,111	\$3,415,154	\$6,410,265
M	\$967,464	\$265,529	\$1,232,993	II1	\$5,984,056	\$17,011,910	\$22,995,966				
N	\$535,530	\$436,070	\$971,600	II2	\$9,806,468	\$1,389,416	\$11,195,884				
O	\$1,227,150	\$190,138	\$1,417,288	II3	\$2,269,686	\$1,880,276	\$4,149,962				
P	\$1,027,751	\$235,116	\$1,262,867	II4	\$2,643,383	\$1,159,909	\$3,803,292				
T	\$2,128,728	\$2,752,032	\$4,880,760	JJ	\$2,526,157	\$3,874,763	\$6,400,920				
U	\$1,890,650	\$697,216	\$2,587,866	KK	\$2,541,765	\$1,537,976	\$4,079,741				
V	\$976,218	\$1,726,395	\$2,702,613	LL	\$3,032,488	\$3,884,297	\$6,916,785				
W	\$2,211,300	\$3,693,138	\$5,904,438 *	MM	\$611,890	\$950,198	\$1,562,088				

W \* Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.

Z \*\* Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

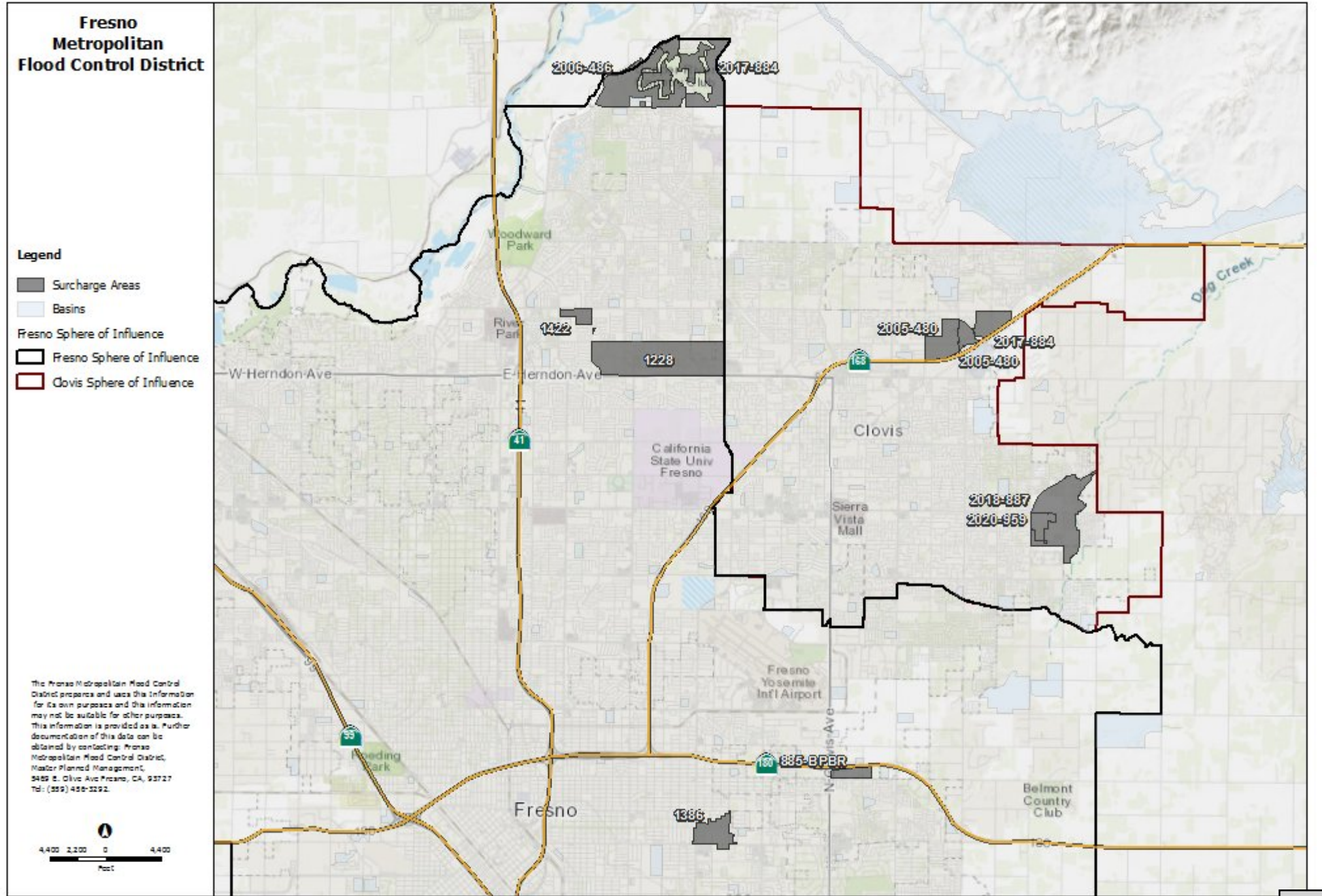
Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3	BASIN	\$1,560	\$1,780	\$2,230	\$2,670	\$3,120	\$3,340	\$3,520	\$3,690	\$3,690	\$4,120	\$5,020	\$7,300	\$7,810	\$8,370	\$28,843,903
	PIPE	\$1,590	\$1,790	\$2,380	\$2,590	\$2,810	\$2,920	\$3,010	\$3,090	\$3,090	\$3,320	\$3,540	\$4,110	\$4,350	\$4,590	\$20,960,218
	TOTAL	\$3,150	\$3,570	\$4,610	\$5,260	\$5,930	\$6,260	\$6,530	\$6,780	\$6,780	\$7,440	\$8,560	\$11,410	\$12,160	\$12,960	\$49,804,121

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$436,210	\$420,268	\$856,478
S	\$1,287,650	\$2,428,339	\$3,715,989
1E	\$2,200,042	\$952,712	\$3,152,754
2D	\$840,485	\$1,591,200	\$2,431,685
3A	\$1,511,791	\$1,014,241	\$2,526,032
3D	\$1,437,873	\$1,032,196	\$2,470,069
3F	\$1,139,750	\$1,224,524	\$2,364,274
4B	\$2,179,796	\$1,124,616	\$3,304,412
4C	\$1,678,770	\$2,386,729	\$4,065,499
4D	\$3,710,620	\$1,165,436	\$4,876,056
4E	\$4,232,706	\$2,241,337	\$6,474,043
5B/5C	\$5,019,048	\$2,282,376	\$7,301,424
5F	\$1,658,490	\$1,530,399	\$3,188,889
6D	\$1,510,672	\$1,565,845	\$3,076,517

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P
W	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-
	*Note: Surcharge Resolution: 885-BPBR														
Z	TOTAL	-	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915
	*Note: Surcharge Resolution: 1386														
BX	TOTAL	-	\$270	\$360	\$390	\$430	\$445	\$445	\$445	\$470	\$510	\$540	\$630	\$660	\$700
	*Note: Surcharge Resolution: 2008-590														
BX	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$18,100	-
	*Note: Surcharge Resolution: 2017-884														
CM	TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260
	*Note: Surcharge Resolution: 1228														
CN	TOTAL	-	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925
	*Note: Surcharge Resolution: 1422														
DE	TOTAL	-	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250
	*Note: Surcharge Resolution: 2006-486														
DN	TOTAL	-	-	-	-	-	\$12,460	\$12,860	\$13,200	\$13,200	-	-	-	-	\$19,570
	*Note: Surcharge Resolution: 2017-884														
DO	TOTAL	-	-	-	-	-	-	-	\$4,820	\$4,820	\$5,170	\$5,170	-	\$6,770	\$7,140
	*Note: Surcharge Resolution: 2018-887														
DO	TOTAL	-	-	-	-	-	-	-	-	-	\$5,280	\$5,280	-	-	\$7,300
	*Note: Surcharge Resolution: 2020-959														
7D	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$7,307	-
	*Note: Surcharge Resolution: 2005-480														
7H	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$7,307	-
	*Note: Surcharge Resolution: 2005-480														





# Fresno Metropolitan Flood Control District

*Capturing Stormwater since 1956*

AGENDA ITEM NO. 4.

File 140.3143  
210.81

December 30, 2024

Mr. Thad Avery, City Engineer  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Dear Mr. Avery,

## **Adoption of Resolution Confirming 2025 Schedule of Drainage Costs and Fees**

The drainage ordinances of the District, Cities, and County are, as required by Section 66483 of the Government Code, predicated upon adoption of a Resolution, which identifies the actual (or estimated) cost of the planned drainage facilities. Because the development fees imposed pursuant to the Code Section are the same as these costs, the same Resolution serves as the Schedule of Fees.

On December 11, 2024, the Fresno Metropolitan Flood Control District conducted the prescribed noticed public hearing, in accordance with Government Code Section 6062a, and subsequently approved and adopted the subject schedule of costs. The District provides the required noticing of public hearing to effect the drainage fee update in accordance with law and has in the past suggested that the City may possibly rely on the District notice and hearing, in that they effect the same drainage fee cost schedule, or the City may wish to provide an additional ten (10) day noticing prior to action if it disagrees with this interpretation. No objection to the drainage fee update was presented at the District's hearing.

The District used the GIS automated drainage fee program for this years cost study, as it calculates drainage fees immediately upon input of accounting data and GIS information. The program provides a thorough analysis of the cost estimates, unit prices for drainage facilities and recent construction activity. This year's study used new unit prices for drainage facilities based on recent construction activity and other system modifications due to studies performed throughout the year. With this information, the automated program performed a complete re-computation to evaluate this year's fee schedule.

The District strives to adopt the fees at the end of the year so they become effective beginning in March of each year in accordance with the Ordinance. Section 66017 of the Government Code requires a 60-day period before the rates take effect. Therefore, the drainage fees, with no further changes in the rates become effective on March 1, 2025 based on the District's adoption of the Resolution on December 11, 2024. The District has determined that the 2025 Drainage Fees align with the requirements outlined in AB 602 Section 66016.5(a)(5)(B) of the Government Code, as indicated by the findings adopted in said Resolution.

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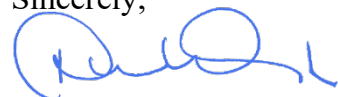
**5469 E. Olive Avenue • Fresno, CA 93727 • (559) 456-3292 • FAX (559) 456-3194**  
**[www.fresnofloodcontrol.org](http://www.fresnofloodcontrol.org)**

**Mr. Thad Avery**  
**Adoption of Resolution Confirming**  
**Schedule of Drainage Costs and Fees**  
**December 30, 2024**  
**Page 2**

It is requested that the attached Resolution identifying drainage costs and fees, as provided by the Drainage Fee Ordinance of the City of Clovis, be presented to the City of Clovis Council for adoption at the earliest possible date. To assist in expediting this matter, District staff has attached a Draft Resolution, the Storm Drainage and Flood Control Master Plan Map (Exhibit "A") and the 2025 Drainage Fee Schedule which should be included in Clovis' Resolution to Council. Also attached is the December 11, 2024 District Board Memorandum, which provides a discussion regarding the adoption of the 2025 Drainage Fee Schedule.

Your assistance is greatly appreciated. If additional information is needed, please contact us.

Sincerely,



Denise Wade  
Master Plan Special Projects Manager

DW/lrl

Enclosure(s)

c: John Holt, City of Clovis  
Darren Rose, Building Industry Association

**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
2025 DRAINAGE FEE SCHEDULE PUBLIC HEARING MEMORANDUM**



File 140.3123, 140.3133, 140.3143

**BOARD MEETING:** December 11, 2024  
**AGENDA ITEM NO.:** 7.A.  
**FROM:**  
**SUBJECT:** **Storm Drainage Master Plan and Drainage Fee Schedule Update: Adoption of Resolution Amending the Storm Drainage and Flood Control Master Plan and Amending the Schedule of Drainage Fees, Surcharges, and Costs for Local Drainage Areas (2025 Rate Schedule)**

Summary

Urban storm drainage systems are funded by the payment of drainage fees at the time of development. Fees in the original area of the District or core area of the City of Fresno (Zone 2) are calculated at a uniform rate by spreading the aggregate of each system's total cost to the entire original area. The core area of the City of Clovis (Zone 3) utilizes the same approach. Zone 2 is unique in that the aggregate approach was intended to distribute the benefits of the long-term tax payments and early formation and subsidies via assessment districts. All other areas referred to as the "Full Cost" zone (Zone 1) are funded by spreading the individual system cost to its respective local drainage area. The zones are shown on the attached Exhibit No. 1.

Exhibit No. 2 depicts the proposed amendments to certain drainage and surcharge fee schedules for March 1, 2025 through February 28, 2026. Adoption of the attached resolution amending the Master Plan and amending the fee schedule in certain drainage areas is necessary to formally make changes to those drainage areas and increase the fee rate. The updated Storm Drainage and Flood Control Master Plan Map (Exhibit A) is also attached for review and reference. A Public Hearing is required to increase drainage fee rates and the appropriate public notice regarding this Hearing was published in the Fresno Bee pursuant to the Government Code. Fee schedules are updated annually to become effective not less than sixty (60) days after adoption.

Zone 1

With respect to Zone 1, seventy-seven (77) drainage areas warrant a fee amendment. Modification of system costs significant enough to justify a revision to the drainage fee schedules include increased unit prices for the following: (i) Master Plan pipe facilities - pipelines (including jacked pipe), manholes, inlets, outfalls; and (ii) Master Plan basin facilities - basin excavation, final grading, street paving arterial & local, reclaimed pump, sprinkler & turf, CEQA, and water capacity fee (Fresno). The drainage areas affected by the modifications are set forth in Exhibit No. 2, and list land use of the greatest acreage in each of the respective local drainage areas as representative of the adjustments or rate change. The comment column indicates the type of adjustment associated with the 2025 Drainage Fee Amendments.

Also, this year's study indicated that drainage fee rates for twenty-two (22) Zone 1 drainage areas remain the same or showed a slight decrease. Based upon previous staff reviews, it is normally recommended that downward adjustments not be made due to the anticipated drainage



**AGENDA ITEM NO.: 7.A.**

fee revenue falling short of the total system costs within many of the full cost drainage areas. A decrease in the fee rate for Zone 1 areas must be supported by a fee audit for the specific area. The audit is necessary to evaluate the outcome of the total system costs to determine, ultimately, if the funding collected will be less or more than the cost to complete the full cost Zone 1 drainage systems. This year's audit does not support a decrease in the remaining Zone 1 areas. Staff will continually monitor these areas and report its findings to the Board should a decrease in fees be warranted in the future.

Zone 2 and Zone 3

Zone 2 and 3 areas warrant a fee adjustment due to unit cost updates and the percentage increase is shown in Exhibit No. 2.

Surcharge Areas

Review of the fee rates identified five (5) existing surcharge areas, Drainage Areas "7D" (RT Park), "BX" (RT Park), "DO" (Southeast Urban), "DO" (Loma Vista Community South), and "DN" (Copper River Ranch), that warranted fee adjustments (Exhibit No. 3). The fee increases in these areas resulted from unit cost updates and contract adjustments. Exhibit No. 3 also shows the per acre costs resulting from these surcharge fee adjustments.

The City of Clovis recently adopted their Master Development Fee Schedule amending certain provisions regarding District basins. The revision to the ordinance exempts District basins from fee obligations related to the water line, water grid main charge, and well charge. Staff has removed these items from the 2025 fee update for Clovis Zone 1 and Zone 3 drainage fee amendments.

Staff posted the 2025 Drainage Fee Amendments to the fee schedule on the District's website, circulated the proposed changes to the Building Industry Association (BIA) for comment, and informed the BIA of the public hearing date. Pipe and basin facilities unit cost changes to the fee schedule were also presented to the BIA at a regularly scheduled BIA/District liaison meeting on Thursday, November 21, 2024. It was requested that the BIA make formal comments on the proposal for this year's adjustments prior to the public hearing. No comments have been received at the writing of this memorandum. In the past, BIA has been non-committal and taken no position regarding drainage fee adjustments. Following the District's adoption of the 2025 amendments to the Drainage Fee Schedule, staff will request each of the local jurisdictional agencies adopt the amendments.

The adoption of fees is considered a project under the California Environmental Quality Act (CEQA). Staff has evaluated the potential environmental impact of the adoption of these fees and has determined that the action is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(8)(D). This section exempts the modification of fees collected by public agencies for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. Pursuant to Section 21080(b)(8)(D), staff recommends the Board incorporate findings in the record that the proposed amendments to the drainage fees are exempt from CEQA.

As part of the resolution adopting the fee schedule, staff has included specific findings in accordance with the Mitigation Fee Act, California State Assembly Bill 602 - Section 66016.5(a)(5)(B) of the Government Code. These findings affirm that the fees are equitably distributed, considering the requirement to capture, manage, and store stormwater runoff based

**AGENDA ITEM NO.: 7.A.**

on land use and anticipated impervious area. Recognizing that the benefit received is directly proportional to the quantity of runoff generated rather than the square footage or number of dwelling units, it is prudent for the District to maintain the existing method of fee calculation.

Recommendation

Staff recommends that the Board of Directors adopt the following:

1. Adopt the attached Resolution updating the Storm Drainage and Flood Control Master Plan Map and amend the proposed cost and fee schedules as set forth therein.
2. Direct staff to transmit the map and fee schedule amendments to the City of Fresno, City of Clovis, and the County of Fresno for adoption.
3. Find that adoption of said Resolution that adopts fees are exempt from further CEQA assessment per provisions of Public Resources Code Section 21080(b)(8)(D).
4. Find that adoption of said Resolution that adopts fees are in compliance with California State Assembly Bill 602 - Section 66016.5(a)(5)(B) of the Government Code.

Discussion

The proposed drainage fee amendments, shown in Exhibit No. 2, comply with the Government Code that requires the local agency to determine that the fees are fairly apportioned within the local drainage areas either on the basis of benefits conferred on the property proposed for subdivision or on the need for such facilities created by the proposed subdivision and development of other property within such areas. In Zones 1 through 3, fees are fairly apportioned based on the need to capture, manage, and store stormwater runoff as determined by land use and anticipated impervious area.

California State Assembly Bill 602 implies that agencies conduct an impact fee nexus study to base residential impact fees on the square footage of the proposed residential units or make specific findings to explain why other metrics are appropriate. Staff makes the following findings to use another measure instead of square footage as a basis to charge a fee: (1) the use of developed interior square footage to calculate the fee does not capture the impacts from impervious surfaces outside of the footprint of development, (2) the fee rate applied is based on the land use as determined by the City of Fresno, City of Clovis, and County of Fresno General Plans and such land used is associated with percent impervious, and (3) the District doesn't collect a fee for improvements under 1,000 square feet on developed or partially developed property, 'tiny homes' under 750 square feet, and development with additional improvements that are less than 25% of property developed prior to March 15, 1969.

Staff continually monitors system costs as improvements are constructed yearly. By monitoring system costs, staff can make the necessary adjustments to the drainage fee automation program, which immediately re-calculates the drainage fee schedules when new information is input into the accounting data and/or modifications are made to the GIS system. This process requires comparing actual contract unit costs with the current fee study unit costs and insight from building contractors within the metropolitan area. With the use of actual costs, the District can ensure the unit costs are current with the market and better re-coup funding for updated system costs without relying on the use of the General fund. While adjustments to drainage fees are generally considered only once each year pursuant to the Drainage Fee Ordinance, the automated program allows for staff to view the effect on the future drainage fee rate schedule after any system modification.

**AGENDA ITEM NO.: 7.A.**

To keep current with facility unit costs, the adjustments warranted for 2025 include an increase in the following: pipe with and without trench resurfacing (7%), jacked pipe (averaged 1%), manholes (34.1%), inlets (5.1%), outfalls (80.2%), basin excavation (10%), final grading (11.1%), street paving arterial (2.5%), street paving local (3.6%), proposed reclaimed pump (5%), existing reclaimed pump (5%), sprinkler and turf (31.2%), and City of Fresno water capacity fee (-1.1%).

Review of the fee rates identified five (5) existing surcharge areas in Drainage Areas "7D", "BX", "DO", and "DN" that warranted fee adjustments. The fee rate increases in these areas resulted from unit cost updates and contract adjustments.

The City of Clovis has adopted revisions to its development code that now considers storm drain basins owned by the District as public infrastructure. Therefore, basins are exempted from payment of Clovis Development Impact Fees for water lines, water grid main charges, and well charges. Staff has excluded these items from the drainage fee related to basin costs for all drainage areas located within Clovis Zone 1 and 3. The drainage areas impacted by the removal of the fees benefiting a cost savings are noted in Exhibit No. 2 as Clovis DIF Adjustment.

The 2025 drainage fee rate study reviews all drainage areas utilizing the adjusted unit costs and accounting data for existing facilities. The existing drainage ordinances require annual updating of the drainage system cost schedules. This process assures fees are based on actual costs, ensures equity among all fee payers, assures reimbursement of those incurring construction costs in excess of their proportionate cost share, and protects the general taxpayer from the need to pay development subsidies.

Pursuant to the Government Code, the fee increases become effective not less than sixty (60) days following adoption. Therefore, if adopted, the effective date of the drainage fee rate schedule would be March 1, 2025 in accordance with the Drainage Fee Ordinance.

Respectfully submitted by:

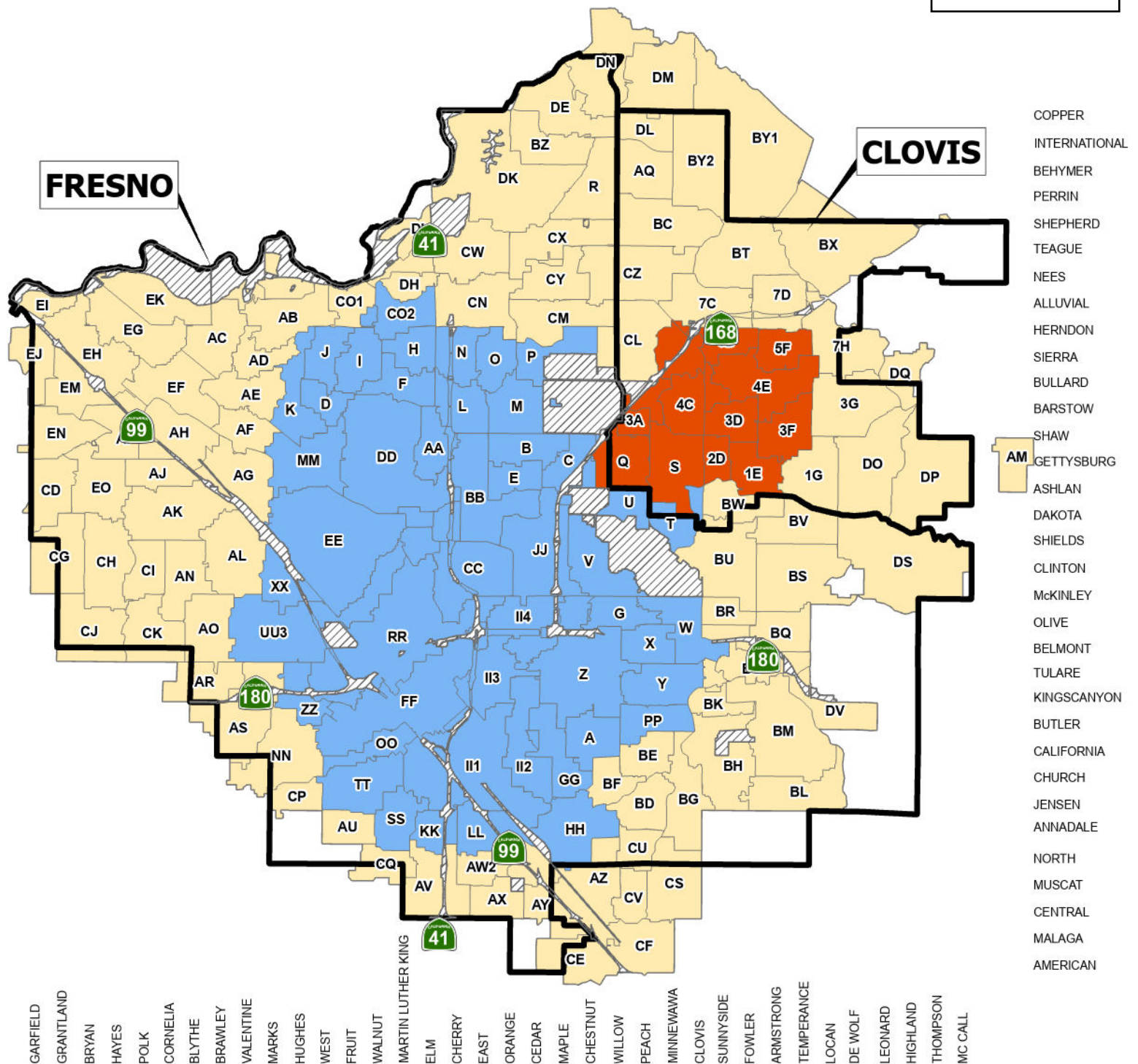
*Denise Wade, Master Plan Special Projects Manager*

Attachments

1. Public Hearing Procedural Outline
2. Exhibit No. 1
3. Exhibit No. 2
4. Exhibit A
5. Exhibit No. 3
6. Resolution Amending Storm Drainage and Flood Control Master Plan and Amending Schedule of Drainage Fees, Surcharges and Costs for Local Drainage Areas

## **PUBLIC HEARING PROCEDURAL OUTLINE**

1. Chair Opens Public Hearing
2. Staff Presents Staff Report
3. Discussion by Board Members
4. Chair Opens Hearing for Public Comment
5. There being no further Public Comment, Chair Closes Hearing for Public Comment
6. Chair Refers Matter to Board



# FRESNO METROPOLITAN FLOOD CONTROL DISTRICT Exhibit No. 1

**2025 DRAINAGE FEE AMENDMENTS**

**AGENDA ITEM NO. 4.**

	<b>Drainage Areas Within Zone 1 (Full Cost Areas)</b>	<b>Percent Change</b>	<b>Majority Zone Use</b>	<b>Comments</b>
1	“AB” (Marks and Palo Alto)	+6.08	R-1-B	Unit Cost Update
2	“AD” (Valentine and Bullard)	+8.98	R-1 40%	Unit Cost Update
3	“AE” (Valentine and Barstow)	+9.22	R-2	Unit Cost Update
4	“AF” (Valentine and Gettysburg)	+6.59	C-2	Unit Cost Update
5	“AH” (Cornelia and Gettysburg)	+4.93	M-1	Unit Cost Update
6	“AI” (Blythe and Belmont)	+5.75	R-1 40%	Unit Cost Update
7	“AJ” (Polk and Ashlan)	+5.24	R-1 40%	Unit Cost Update
8	“AK” (Polk and Shields)	+6.75	R-1 40%	Unit Cost Update
9	“AL” (Brawley and Weldon)	+5.91	R-1 40%	Unit Cost Update
10	“AN” (Cornelia and Hedges)	+6.03	R-1 40%	Unit Cost Update
11	“AO” (Blythe and Belmont)	+8.04	R-1 40%	Unit Cost Update
12	“AQ” (Willow and Perrin)	+7.31	R-2	Unit Cost Update, Clovis DIF Adjustment
13	“AR” (Cornelia and Whites Bridge)	+8.06	M-1	Unit Cost Update, Basin Update
14	“AS” (Valentine and California)	+8.75	R-1 40%	Unit Cost Update, Basin Update
15	“AU” (West and Annadale)	+7.78	R-1 40%	Unit Cost Update
16	“AV” (Fig and Central)	+6.73	M-3	Unit Cost Update
17	“AW1” (Orange and North)	+4.75	M-3	Unit Cost Update
18	“AW2” (Cherry and North)	+2.71	M-3	Unit Cost Update
19	“AY” (Cedar and Central)	+5.50	M-3	Unit Cost Update
20	“AZ” (Chestnut and Muscat)	+5.91	M-3	Unit Cost Update
21	“BC” (Willow and Teague)	+4.37	R-1 40%	Unit Cost Update, Clovis DIF Adjustment
22	“BD” (Willow and Vine)	+6.48	M-1	Unit Cost Update
23	“BE” (Willow and Belgravia)	+1.50	R-1 40%	Unit Cost Update
24	“BF” (Chestnut and Church)	+7.22	R-1 40%	Unit Cost Update
25	“BG” (Peach and Annadale)	+5.75	M-3	Unit Cost Update
26	“BH” (Clovis and Church)	+7.13	R-1 40%	Unit Cost Update
27	“BJ” (Maple and Golden State)	+8.67	M-3	Unit Cost Update
28	“BL” (Armstrong and Church)	+6.43	C-1	Unit Cost Update
29	“BM” (Fowler and Butler)	+4.80	R-1 40%	Unit Cost Update
30	“BP” (Sunnyside and Harvey)	+7.88	M-1	Unit Cost Update

**2025 DRAINAGE FEE AMENDMENTS**

**AGENDA ITEM NO. 4.**

	<b>Drainage Areas Within Zone 1 (Full Cost Areas)</b>	<b>Percent Change</b>	<b>Majority Zone Use</b>	<b>Comments</b>
31	“BQ” (Fowler and Belmont)	+7.32	M-1	Unit Cost Update
32	“BR” (Clovis and Olive)	+7.08	M-1	Unit Cost Update
33	“BS” (Fowler and Floradora)	+3.48	R-1 40%	Unit Cost Update, Basin Update
34	“BT” (Sunnyside and Nees)	+3.34	R-1 40%	Unit Cost Update, Clovis DIF Adjustment
35	“BU” (Clovis and Clinton)	+6.93	M-1	Unit Cost Update
36	“BV” (Fowler and Shields)	+4.45	R-1 40%	Unit Cost Update
37	“BY <sub>1</sub> ” (Sunnyside and Behymer)	+3.47	RR	Unit Cost Update, Clovis DIF Adjustment
38	“BY <sub>2</sub> ” (Sunnyside and Behymer)	+3.27	R-1-40%	Unit Cost Update, Clovis DIF Adjustment
39	“BZ” (Cedar and Copper)	+3.26	R-1-40%	Unit Cost Update
40	“CD” (Garfield and Dakota)	+6.26	R-1-40%	Unit Cost Update
41	“CE” (Maple and American)	+8.23	M-3	Unit Cost Update, Basin Update
42	“CF” (Peach and Central)	+7.06	M-3	Unit Cost Update
43	“CG” (Garfield and McKinley)	+8.84	R-1-40%	Unit Cost Update, Basin Update
44	“CH” (Bryan and McKinley)	+8.42	R-1-40%	Unit Cost Update, Basin Update
45	“CI” (Polk and Mckinley)	+5.65	R-1-40%	Unit Cost Update
46	“CJ” (Grantland and Belmont)	+8.48	R-1-40%	Unit Cost Update, Basin Update
47	“CK” (Polk and Belmont)	+5.97	R-1-40%	Unit Cost Update
48	“CM” (Cedar and Herndon)	+2.21	R-1 40%	Unit Cost Update
49	“CN” (Fresno and Herndon)	+1.44	R-1 40%	Unit Cost Update
50	“CO1” (Alluvial and Teilman)	+4.37	R-1-40%	Unit Cost Update
51	“CP” (Marks and Jensen)	+7.56	R-1-40%	Unit Cost Update
52	“CQ” (Walnut and North)	+8.08	R-1-40%	Unit Cost Update
53	“CS” (Minnewawa and North)	+7.94	M-1	Unit Cost Update
54	“CU” (Willow and North)	+6.32	M-1	Unit Cost Update
55	“CV” (Willow and Central)	+5.53	M-3	Unit Cost Update
56	“CW” (Fresno and Nees)	+7.26	R-1-C	Unit Cost Update
57	“CX” (Nees and Ninth)	+2.33	R-1 40%	Unit Cost Update
58	“CY” (Cedar and Alluvial)	+6.23	R-1 40%	Unit Cost Update
59	“DE” (Cedar and Copper)	+5.09	R-1 40%	Unit Cost Update
60	“DK” (Friant and Champlain)	+4.44	R-1-40%	Unit Cost Update
61	“DL” (International and Minnewawa)	+7.09	R-1-40%	Unit Cost Update, Basin Update, Clovis DIF Adjustment



# 2025 DRAINAGE FEE AMENDMENTS

AGENDA ITEM NO. 4.

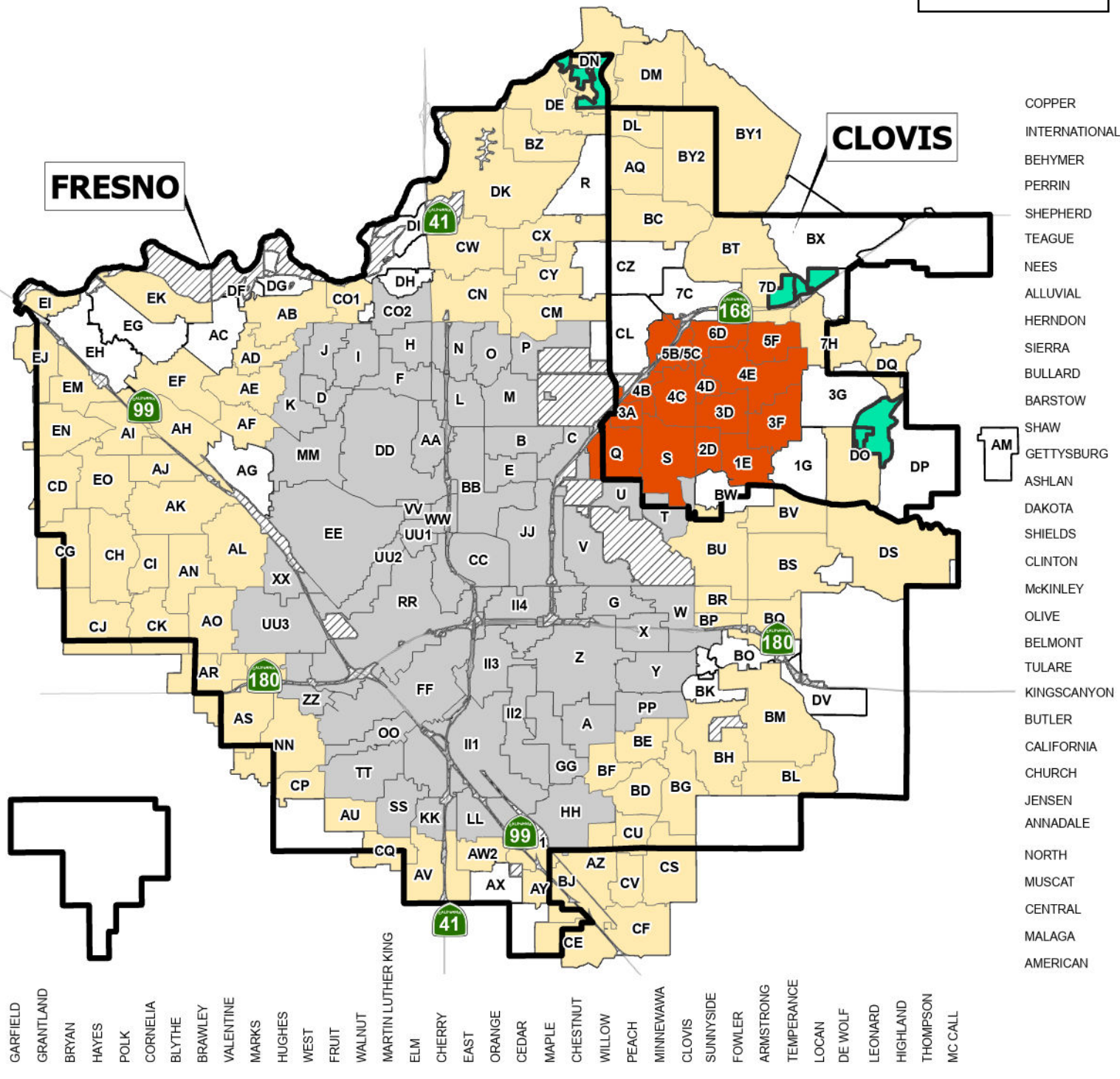
	Drainage Areas Within Zone 1 (Full Cost Areas)	Percent Change	Majority Zone Use	Comments
62	“DM” (Peach and Copper)	+6.19	R-1-40%	Unit Cost Update, Basin Update, Clovis DIF Adjustment
63	“DN” (Friant and Willow)	+6.72	R-1-40%	Unit Cost Update, Basin Update
64	“DO” (Locan and Ashlan)	+1.50	R-1-40%	Unit Cost Update, Clovis DIF Adjustment
65	“DQ” (Leonard and Sierra)	+3.52	R-1-40%	Unit Cost Update, Basin Update, Clovis DIF Adjustment
66	“DS” (Leonard and Clinton)	+6.28	R-1-40%	Unit Cost Update, Basin Update
67	“EF” (Cornelia and Dante)	+7.74	R-1 40%	Unit Cost Update, Basin Update
68	“EI” (Weber and Spruce)	+6.66	M-1	Unit Cost Update
69	“EJ” (Garfield and Sample)	+8.40	R-1-40%	Unit Cost Update
70	“EK” (Bluff and Santa Fe)	+0.93	R-1-C	Unit Cost Update
71	“EL” (Barcus and Barstow)	+2.08	M-1	Unit Cost Update
72	“EM” (Grantland and Barstow)	+4.02	R-1-40%	Unit Cost Update
73	“EN” (Garfield and Gettysburg)	+7.58	R-1-40%	Unit Cost Update
74	“EO” (Bryan and Dakota)	+2.53	R-1-40%	Unit Cost Update
75	“NN” (Valentine and Church)	+9.80	R-1-40%	Unit Cost Update
76	“7D” (Fowler and FWY-168)	+1.21	R-1-C	Unit Cost Update, Clovis DIF Adjustment
77	“7H” (Temperance and Bullard)	+8.36	R-1 40%	Unit Cost Update, Clovis DIF Adjustment, Basin Update

	Drainage Areas Within Zone 2 & 3 (Uniform Cost Areas)	Percent Change	Majority Zone Use	Comments
1	ZONE 2 AREAS	+3.61	R-1-40%	Unit Cost Update, Basin Update
2	ZONE 3 AREAS	+0.48	R-1-40%	Unit Cost Update, Clovis DIF Adjustment

## 2025 SURCHARGE FEE ADJUSTMENTS

	Surcharge Areas	Percent Change	Majority Zone Use	Comments
1	“7D/7H” (RT Park)	+19.05	CP,C-M, R-P	Unit Cost Update, Contract Adjustment
2	“BX” (RT Park)	+8.32	C-P,C-M,R-P	Unit Cost Update
3	“DN” (Copper River Ranch)	+6.12	R-1-40%	Unit Cost Update, Contract Adjustment
4	“DO” (Southeast Urban Area)	+2.32	R-1-50%	Unit Cost Update
5	“DO” (Loma Vista Comm. Center South)	+5.36	C-1	Unit Cost Update, Contract Adjustment

# CLOVIS



**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT**  
**Exhibit No. 2**




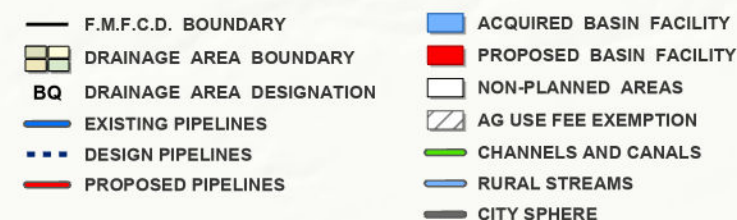
-  Zone 1, 2025 Drainage Fee Amendments
  Surcharge Areas BX, DO, DN, 7D  
 Zone 2, 2025 Drainage Fee Amendments
  Drainage Areas  
 Zone 3, 2025 Drainage Fee Amendments
  Exempt  
 City Sphere Lines



Exhibit A



# Fresno Metropolitan Flood Control District

# STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN

FRESNO COUNTY, CALIFORNIA



## 2025 Surcharge Fee Summary Sheet

### Drainage Areas "7D", "BX", "DN", and "DO"

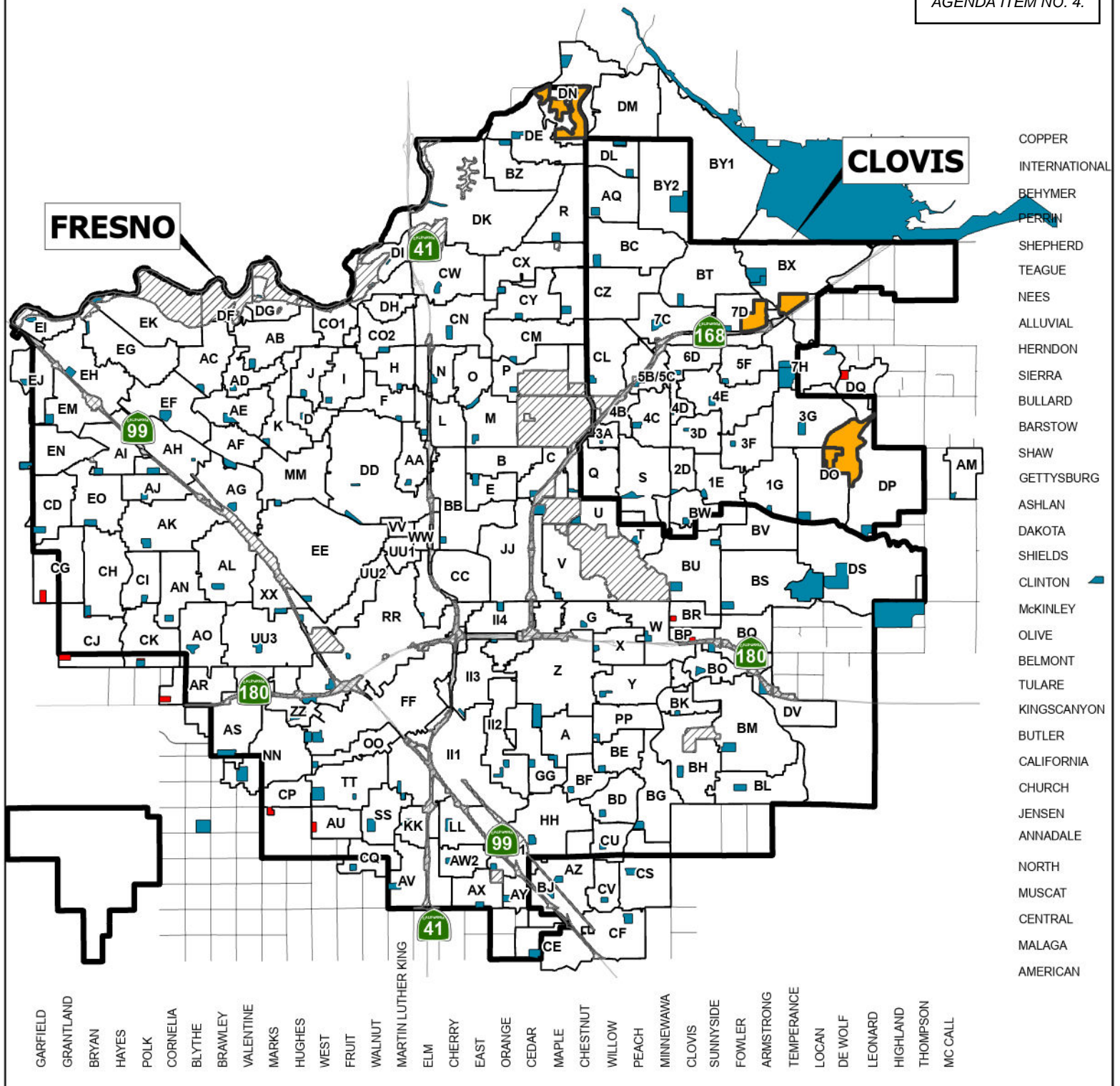
<b>"7D"/"7H" (RT Park) 2025 Surcharge Rates</b>		
<b>ZONING</b>	<b>ACREAGE</b>	<b>TOTAL</b>
C-P, C-M, R-P	134.9	\$ 7,307

<b>"BX" (RT Park) 2025 Surcharge Rates</b>		
<b>ZONING</b>	<b>ACREAGE</b>	<b>TOTAL</b>
C-P, C-M, R-P	102.7	\$ 18,100

<b>"DN" (Copper River Ranch) 2025 Surcharge Rates</b>		
<b>ZONING</b>	<b>ACREAGE</b>	<b>TOTAL</b>
R1-40 %	118.2	\$ 12,460
R1-45 %	59.1	\$ 12,860
R1-50 %	59.1	\$ 13,200
R-2	46.6	\$ 13,200
C-1	9.3	\$ 19,570

<b>"DO" (Southeast Urban Area) 2025 Surcharge Rates</b>		
<b>ZONING</b>	<b>ACREAGE</b>	<b>TOTAL</b>
OS	32.9	-
R1-50 %	176.9	\$ 4,820
R-2, M-H	25.0	\$ 4,820
R-3, R-4	97.8	\$ 5,170
C-P, C-M, R-P	11.9	\$ 6,770
C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	115.1	\$ 7,140

<b>"DO" (Loma Vista Community Center South) 2025 Surcharge Rates</b>		
<b>ZONING</b>	<b>ACREAGE</b>	<b>TOTAL</b>
R-3, R-4	20.2	\$ 5,280
C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	47.1	\$ 7,300



## FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

### Exhibit No. 3

- Existing Basin
- Proposed Basin
- City Sphere Lines
- 2025 Affected Surcharge Areas (BX, DO, DN, 7D)
- Drainage Areas
- Exempt

**RESOLUTION NO. 2024-1047****BEFORE THE BOARD OF DIRECTORS OF THE  
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT****RESOLUTION AMENDING THE STORM DRAINAGE AND FLOOD CONTROL  
MASTER PLAN AND AMENDING THE SCHEDULE  
OF DRAINAGE FEES, SURCHARGES AND COSTS ESTABLISHING SUCH  
COSTS AND FEES FOR LOCAL DRAINAGE AREAS  
(2025-2026)**

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WHEREAS, the Board of Directors enacted Resolution No. 1412 on February 9, 1988, establishing a schedule of drainage system costs and fees pursuant to the adopted Storm Drainage and Flood Control Master Plan, said schedule being an element of the drainage fee ordinances of the Fresno Metropolitan Flood Control District, Cities of Clovis and Fresno, and the County of Fresno, which ordinances are incorporated herein by this reference; and

WHEREAS, the Board of Directors enacted resolutions from time to time, amending said schedule, the last District-wide amendment being Resolution No. 2023-1026 adopted on December 13, 2023; and

WHEREAS, an amended Storm Drainage and Flood Control Master Plan Map, attached as Exhibit “A” hereto, specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein, has been presented to the Board of Directors; and

**RESOLUTION NO. 2024-1047****Page 2 of 8**

WHEREAS, the District's Storm Drainage and Flood Control Master Plan includes a study of the impacts of contemplated future development on the District's existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District listed in Exhibit "B" attached hereto, along with an analysis of new, improved or expanded public facilities and improvements required or appropriate to serve development in said local drainage areas; and

WHEREAS, as to each of said local drainage areas, said Map, said Plan and said study set forth the relationship between development and said services or facilities; the estimated cost thereof; and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of local drainage facilities therein; and

WHEREAS, AB 602 - Section 66016.5(a)(5) of the California Government Code requirement to compute fees for residential housing by square footage of the building structure is inconsistent with the District's method of calculating fees and does not affect the drainage fee rates as long as the necessary findings required by Section 66016.5(a)(5)(B) for using an alternative basis for calculating fees are made and adopted as follows: (1) the District's method of computing drainage fees using percent imperviousness of a project is a more equitable method of computing drainage fees and calculating a fee based upon square footage does not capture impervious surfaces outside of the footprint of the structure; (2) the fees rates used are based on land use as determined by the Cities of Fresno and Clovis and the County of Fresno's General Plan; and

**RESOLUTION NO. 2024-1047****Page 3 of 8**

(3) District does not collect fees for smaller residential improvements under 1,000 square feet on developed or partially developed property, ‘tiny homes’ under 750 square feet, and development with additional improvements that are not equal or more than 25% of property developed prior to March 15, 1969; and

WHEREAS, said Map and said study were available at the District’s office for public inspection and review ten (10) days prior to this public hearing, and notice was given in compliance with the requirements therefor; and

WHEREAS, a public hearing was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Board of Directors of the Fresno Metropolitan Flood Control District; and

WHEREAS, the Board of Directors finds as follows:

A. That the purpose of said fees is to finance facilities within the District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.



**RESOLUTION NO. 2024-1047****Page 4 of 8**

B. The fees adopted and collected pursuant to the drainage fee ordinances and this Resolution are to be used to finance only the public facilities shown on Exhibit “A”, within each of the respective local drainage areas identified in Exhibit “B” hereto.

C. After considering said Map and said study and the analysis prepared by the District; the respective General Plans and community and specific plans prepared by the Development Departments of said County and Cities; and the information and testimony received at this public hearing, the Board of Directors approves said Map and said study, and incorporates such herein. The Board further finds that all new development in the subject area will generate the need for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services in said area.

D. There is a need in local drainage areas for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the General Plans. Development will contribute its fair share toward the facility costs in those local drainage areas listed in Exhibit “B” through payment of the respective drainage fees set forth therein.

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibits “A” and “B” for which the corresponding fee set forth in Exhibit “B” is charged. There is a reasonable relationship between the use of said fee and development of the lands in the service area for which the fee is charged, as these reasonable

**RESOLUTION NO. 2024-1047****Page 5 of 8**

relationships or nexuses are described in more detail in the study and Map referred to above.

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit “A” and the storm drainage fee rate schedule set forth in Exhibit “B”, as adopted by Paragraphs 2 and 3 herein, revise the District’s Storm Drainage and Flood Control Master Plan, to conform to its General Plan and comply with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit “B” are reasonable cost estimates for constructing these facilities, and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

NOW THEREFORE, it is hereby resolved by the Board of Directors of the Fresno Metropolitan Flood Control District that:

1. The above recitals are true and correct, and this Board so finds and determines.
2. This Resolution is exempt from further California Environmental Quality Act (CEQA) assessment per the provisions of Public Resources Code Section 21080(b)(8)(D).
3. This Resolution is in compliance with California State Assembly Bill (AB) 602 – Section 66016.5(a)(5)(B) of the Government Code.

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4. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit “A” and as supported by Exhibit “B”.

5. The schedule of drainage fees for those respective local drainage areas listed in Exhibit “B” hereto is hereby adopted as set forth in said Exhibit “B”. The District shall prepare a 2025-2026 schedule of drainage fees for each of its local drainage areas, which shall include the amendments adopted herein. Pursuant to California Government Code Section 66017, said schedule of drainage fees shall become effective no sooner than sixty (60) days from the date of adoption of this Resolution. In compliance with California Government Code Section 66017, the District's 2025-2026 schedule of drainage fees shall be effective as of March 1, 2025, in accordance with the drainage fee ordinances. Fees shall be paid in accordance with the drainage fee ordinances and as specified in said 2025-2026 drainage fee schedule.

6. The fee shall be used solely to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance.

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7. The District, pursuant to the Drainage Fee Ordinance, shall analyze and review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefor, and the reasonable relationship between such facility needs and the varying types of development. The General Manager-Secretary shall report the findings to the Board of Directors and recommend any adjustment to this fee or other action as may be needed.

8. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within one hundred twenty (120) days of the adoption of this Resolution. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void, or annul the fee increase shall commence within one hundred twenty (120) days of the effective date of the increase, which is identified in Paragraph No. 5 hereinabove. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Development of Public Works of the political subdivision in which the property subjected hereto is located (i.e., the City of Fresno, the City of Clovis or the County of Fresno). Such appeal must be made within sixty (60) days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within forty (40) days after such appeal is filed.

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9. The Ordinances of the City of Fresno, City of Clovis, and the County of Fresno have an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Fresno, City of Clovis or the County of Fresno under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

PASSED AND ADOPTED this 11<sup>th</sup> day of December, 2024, by the following vote to wit:

AYES: Directors Fowler, Green, Auston, Busani, Mendes, and Allen Rojas

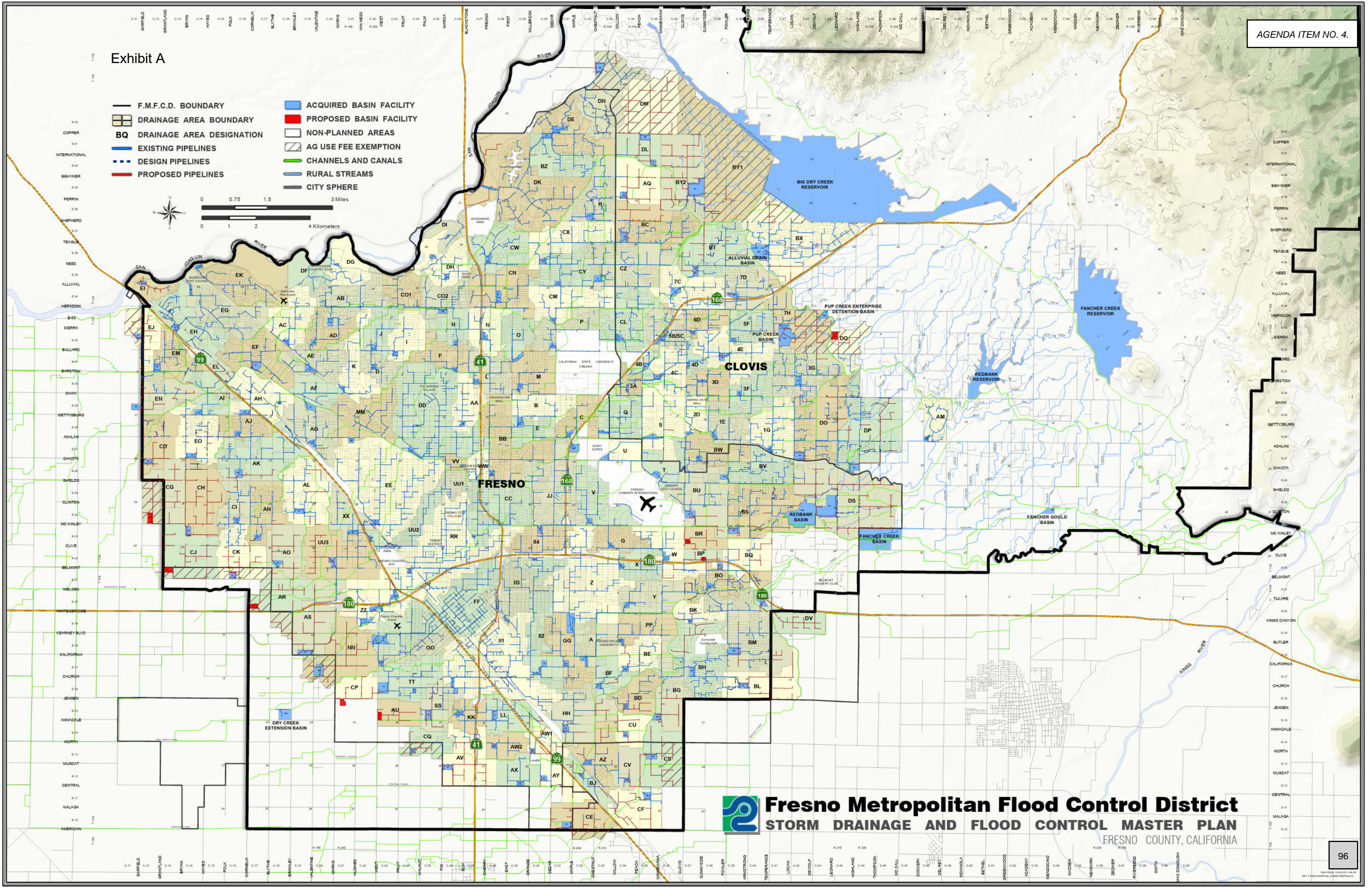
NOES: None

ABSENT: Director Garcia

ABSTAIN: None



Exhibit A





## **2025 Drainage Fee Schedule with Amendments (County Schedule)**

County Schedule includes both City of Fresno and Clovis Schedules

Exhibit B

# Fresno Metropolitan Flood Control District



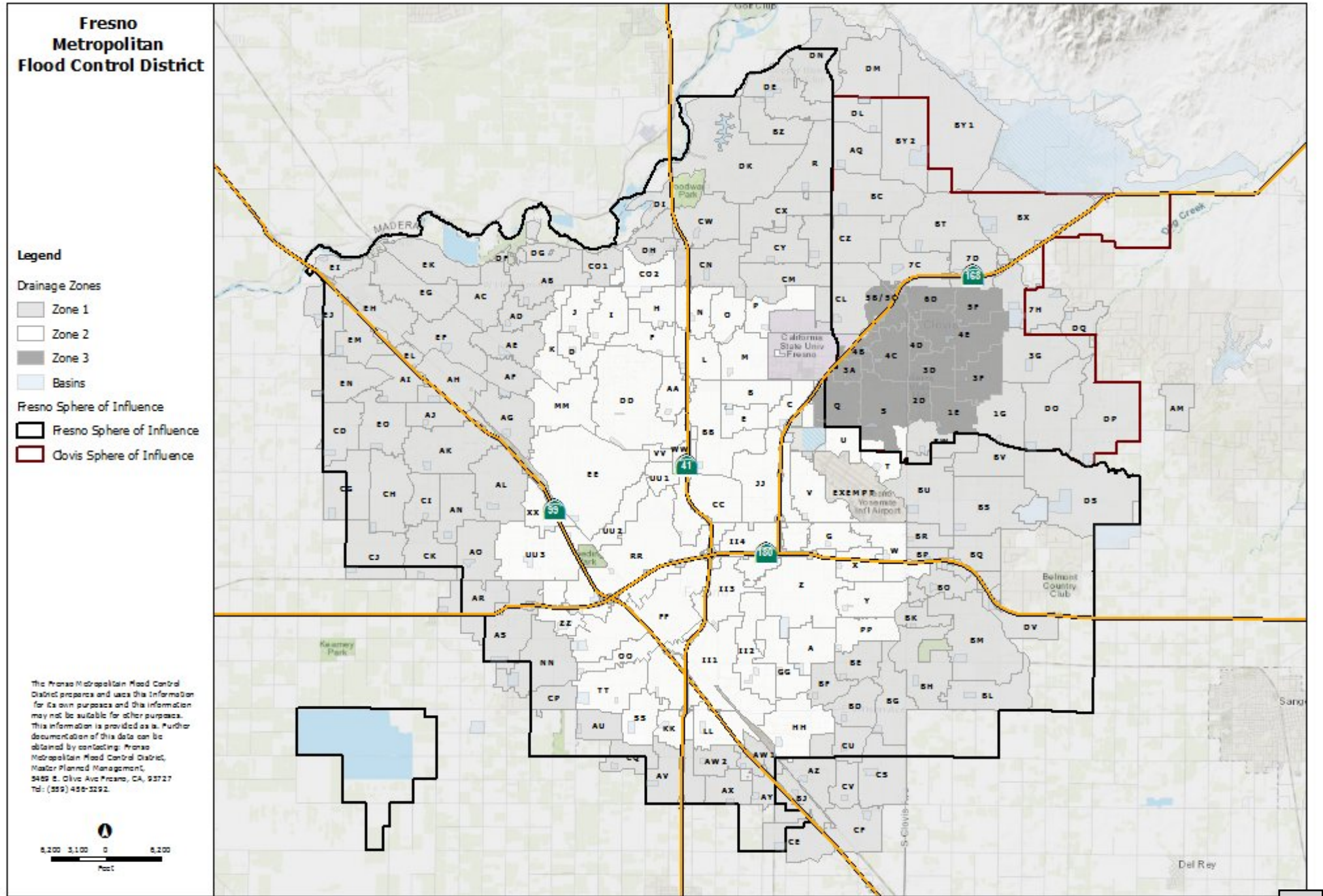
## 2025 DRAINAGE FEE SCHEDULE

### Fresno County

Effective Date: 3/1/2025

*Note: The information provided herein is in accordance with California Government Code Section 66016.5(a)(5)(B) and is subject to the findings adopted per Resolution No. 2024-1047. This disclaimer pertains specifically to the support expressed for the continuation of District Policies related to the calculation and imposition of residential development impact fees on a per-gross-acre basis.*





DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
R	BASIN	\$1,430	\$1,630	\$2,050	\$2,450	\$2,870	\$3,070	\$3,220	\$3,380	\$3,380	\$3,780	\$4,600	\$6,690	\$7,170	\$7,680	\$3,037,290
	PIPE	\$1,840	\$2,080	\$2,770	\$3,010	\$3,260	\$3,390	\$3,500	\$3,600	\$3,600	\$3,850	\$4,110	\$4,780	\$5,050	\$5,330	\$2,830,980
	TOTAL	\$3,270	\$3,710	\$4,820	\$5,460	\$6,130	\$6,460	\$6,720	\$6,980	\$6,980	\$7,630	\$8,710	\$11,470	\$12,220	\$13,010	\$5,868,270
AB	BASIN	\$1,210	\$1,380	\$1,730	\$2,070	\$2,420	\$2,590	\$2,720	\$2,850	\$2,850	\$3,190	\$3,880	\$5,650	\$6,050	\$6,480	\$2,077,520
	PIPE	\$1,000	\$1,130	\$1,500	\$1,630	\$1,770	\$1,840	\$1,900	\$1,950	\$1,950	\$2,090	\$2,230	\$2,590	\$2,740	\$2,890	\$1,420,070
	TOTAL	\$2,210	\$2,510	\$3,230	\$3,700	\$4,190	\$4,430	\$4,620	\$4,800	\$4,800	\$5,280	\$6,110	\$8,240	\$8,790	\$9,370	\$3,497,590
AC	BASIN	\$640	\$730	\$920	\$1,100	\$1,280	\$1,370	\$1,440	\$1,520	\$1,520	\$1,700	\$2,060	\$3,000	\$3,210	\$3,440	\$1,095,117
	PIPE	\$890	\$1,010	\$1,340	\$1,460	\$1,580	\$1,650	\$1,700	\$1,740	\$1,740	\$1,870	\$1,990	\$2,320	\$2,450	\$2,580	\$1,164,819
	TOTAL	\$1,530	\$1,740	\$2,260	\$2,560	\$2,860	\$3,020	\$3,140	\$3,260	\$3,260	\$3,570	\$4,050	\$5,320	\$5,660	\$6,020	\$2,259,936
AD	BASIN	\$1,740	\$1,990	\$2,490	\$2,980	\$3,490	\$3,730	\$3,920	\$4,110	\$4,110	\$4,600	\$5,590	\$8,140	\$8,710	\$9,340	\$1,418,670
	PIPE	\$480	\$540	\$720	\$780	\$840	\$880	\$910	\$930	\$930	\$1,000	\$1,060	\$1,230	\$1,310	\$1,380	\$330,500
	TOTAL	\$2,220	\$2,530	\$3,210	\$3,760	\$4,330	\$4,610	\$4,830	\$5,040	\$5,040	\$5,600	\$6,650	\$9,370	\$10,020	\$10,720	\$1,749,170
AE	BASIN	\$2,420	\$2,760	\$3,460	\$4,130	\$4,840	\$5,170	\$5,440	\$5,710	\$5,710	\$6,380	\$7,760	\$11,290	\$12,090	\$12,960	\$3,424,140
	PIPE	\$660	\$740	\$980	\$1,070	\$1,160	\$1,210	\$1,250	\$1,280	\$1,280	\$1,370	\$1,460	\$1,700	\$1,800	\$1,900	\$745,210
	TOTAL	\$3,080	\$3,500	\$4,440	\$5,200	\$6,000	\$6,380	\$6,690	\$6,990	\$6,990	\$7,750	\$9,220	\$12,990	\$13,890	\$14,860	\$4,169,350
AF	BASIN	\$1,120	\$1,270	\$1,600	\$1,910	\$2,240	\$2,390	\$2,510	\$2,640	\$2,640	\$2,950	\$3,590	\$5,220	\$5,590	\$5,990	\$1,879,470
	PIPE	\$500	\$570	\$750	\$820	\$890	\$920	\$950	\$980	\$980	\$1,050	\$1,120	\$1,300	\$1,380	\$1,450	\$508,340
	TOTAL	\$1,620	\$1,840	\$2,350	\$2,730	\$3,130	\$3,310	\$3,460	\$3,620	\$3,620	\$4,000	\$4,710	\$6,520	\$6,970	\$7,440	\$2,387,810
AG	BASIN	\$520	\$590	\$740	\$880	\$1,030	\$1,110	\$1,160	\$1,220	\$1,220	\$1,360	\$1,660	\$2,410	\$2,580	\$2,770	\$1,431,120
	PIPE	\$1,710	\$1,930	\$2,570	\$2,790	\$3,030	\$3,150	\$3,250	\$3,340	\$3,340	\$3,580	\$3,820	\$4,430	\$4,690	\$4,950	\$2,888,080
	TOTAL	\$2,230	\$2,520	\$3,310	\$3,670	\$4,060	\$4,260	\$4,410	\$4,560	\$4,560	\$4,940	\$5,480	\$6,840	\$7,270	\$7,720	\$4,319,200
AH	BASIN	\$1,900	\$2,170	\$2,720	\$3,250	\$3,800	\$4,070	\$4,280	\$4,490	\$4,490	\$5,020	\$6,100	\$8,880	\$9,500	\$10,190	\$6,018,440
	PIPE	\$2,570	\$2,900	\$3,850	\$4,190	\$4,550	\$4,730	\$4,880	\$5,010	\$5,010	\$5,370	\$5,730	\$6,650	\$7,040	\$7,430	\$4,681,450
	TOTAL	\$4,470	\$5,070	\$6,570	\$7,440	\$8,350	\$8,800	\$9,160	\$9,500	\$9,500	\$10,390	\$11,830	\$15,530	\$16,540	\$17,620	\$10,699,890
AI	BASIN	\$1,820	\$2,070	\$2,600	\$3,110	\$3,630	\$3,890	\$4,090	\$4,290	\$4,290	\$4,800	\$5,830	\$8,490	\$9,090	\$9,740	\$2,994,260
	PIPE	\$4,090	\$4,620	\$6,130	\$6,660	\$7,230	\$7,520	\$7,760	\$7,970	\$7,970	\$8,540	\$9,110	\$10,580	\$11,190	\$11,810	\$4,415,880
	TOTAL	\$5,910	\$6,690	\$8,730	\$9,770	\$10,860	\$11,410	\$11,850	\$12,260	\$12,260	\$13,340	\$14,940	\$19,070	\$20,280	\$21,550	\$7,410,140
AJ	BASIN	\$2,280	\$2,600	\$3,270	\$3,910	\$4,570	\$4,890	\$5,140	\$5,390	\$5,390	\$6,030	\$7,330	\$10,660	\$11,420	\$12,240	\$2,096,600
	PIPE	\$620	\$700	\$930	\$1,010	\$1,100	\$1,140	\$1,180	\$1,210	\$1,210	\$1,300	\$1,390	\$1,610	\$1,700	\$1,800	\$460,970
	TOTAL	\$2,900	\$3,300	\$4,200	\$4,920	\$5,670	\$6,030	\$6,320	\$6,600	\$6,600	\$7,330	\$8,720	\$12,270	\$13,120	\$14,040	\$2,557,570
AK	BASIN	\$1,480	\$1,690	\$2,120	\$2,530	\$2,960	\$3,170	\$3,330	\$3,490	\$3,490	\$3,910	\$4,750	\$6,910	\$7,400	\$7,940	\$4,507,940
	PIPE	\$2,490	\$2,810	\$3,740	\$4,060	\$4,410	\$4,580	\$4,730	\$4,860	\$4,860	\$5,210	\$5,560	\$6,450	\$6,830	\$7,200	\$5,654,190
	TOTAL	\$3,970	\$4,500	\$5,860	\$6,590	\$7,370	\$7,750	\$8,060	\$8,350	\$8,350	\$9,120	\$10,310	\$13,360	\$14,230	\$15,140	\$10,162,130
AL	BASIN	\$1,430	\$1,640	\$2,050	\$2,450	\$2,870	\$3,070	\$3,230	\$3,390	\$3,390	\$3,790	\$4,600	\$6,700	\$7,170	\$7,690	\$3,468,170
	PIPE	\$3,010	\$3,400	\$4,510	\$4,900	\$5,320	\$5,530	\$5,710	\$5,860	\$5,860	\$6,280	\$6,710	\$7,790	\$8,240	\$8,690	\$5,608,620
	TOTAL	\$4,440	\$5,040	\$6,560	\$7,350	\$8,190	\$8,600	\$8,940	\$9,250	\$9,250	\$10,070	\$11,310	\$14,490	\$15,410	\$16,380	\$9,076,790
AM	BASIN	\$2,370	\$2,370	\$2,970	\$3,550	\$4,150	\$4,450	\$4,670	\$4,900	\$4,900	\$5,480	\$6,670	\$9,700	\$10,390	\$11,130	\$1,260,966
	PIPE	\$5,950	\$5,950	\$7,900	\$8,590	\$9,330	\$9,700	\$10,010	\$10,280	\$10,280	\$11,010	\$11,750	\$13,650	\$14,440	\$15,230	\$2,886,860
	TOTAL	\$8,320	\$8,320	\$10,870	\$12,140	\$13,480	\$14,150	\$14,680	\$15,180	\$15,180	\$16,490	\$18,420	\$23,350	\$24,830	\$26,360	\$4,147,826

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AN	BASIN	\$2,400	\$2,730	\$3,430	\$4,100	\$4,800	\$5,130	\$5,400	\$5,660	\$5,660	\$6,330	\$7,700	\$11,200	\$11,990	\$12,860	\$3,395,970
	PIPE	\$2,190	\$2,470	\$3,280	\$3,560	\$3,870	\$4,020	\$4,150	\$4,260	\$4,260	\$4,570	\$4,870	\$5,660	\$5,990	\$6,320	\$2,607,460
	TOTAL	\$4,590	\$5,200	\$6,710	\$7,660	\$8,670	\$9,150	\$9,550	\$9,920	\$9,920	\$10,900	\$12,570	\$16,860	\$17,980	\$19,180	\$6,003,430
AO	BASIN	\$2,240	\$2,560	\$3,210	\$3,840	\$4,490	\$4,800	\$5,050	\$5,300	\$5,300	\$5,920	\$7,200	\$10,480	\$11,220	\$12,030	\$4,039,420
	PIPE	\$7,030	\$7,940	\$10,540	\$11,460	\$12,440	\$12,930	\$13,360	\$13,710	\$13,710	\$14,690	\$15,680	\$18,210	\$19,260	\$20,310	\$9,474,630
	TOTAL	\$9,270	\$10,500	\$13,750	\$15,300	\$16,930	\$17,730	\$18,410	\$19,010	\$19,010	\$20,610	\$22,880	\$28,690	\$30,480	\$32,340	\$13,514,050
AQ	BASIN	\$2,300	\$2,620	\$3,290	\$3,930	\$4,600	\$4,920	\$5,170	\$5,420	\$5,420	\$6,070	\$7,380	\$10,730	\$11,490	\$12,310	\$4,453,130
	PIPE	\$6,480	\$7,320	\$9,720	\$10,560	\$11,470	\$11,920	\$12,310	\$12,630	\$12,630	\$13,540	\$14,440	\$16,780	\$17,750	\$18,720	\$8,740,280
	TOTAL	\$8,780	\$9,940	\$13,010	\$14,490	\$16,070	\$16,840	\$17,480	\$18,050	\$18,050	\$19,610	\$21,820	\$27,510	\$29,240	\$31,030	\$13,193,410
AR	BASIN	\$2,590	\$2,950	\$3,700	\$4,430	\$5,180	\$5,540	\$5,830	\$6,110	\$6,110	\$6,840	\$8,310	\$12,090	\$12,950	\$13,880	\$5,324,900
	PIPE	\$8,640	\$9,760	\$12,960	\$14,080	\$15,290	\$15,890	\$16,410	\$16,840	\$16,840	\$18,050	\$19,260	\$22,370	\$23,660	\$24,960	\$10,991,830
	TOTAL	\$11,230	\$12,710	\$16,660	\$18,510	\$20,470	\$21,430	\$22,240	\$22,950	\$22,950	\$24,890	\$27,570	\$34,460	\$36,610	\$38,840	\$16,316,730
AS	BASIN	\$1,980	\$2,250	\$2,830	\$3,380	\$3,950	\$4,230	\$4,450	\$4,670	\$4,670	\$5,220	\$6,350	\$9,230	\$9,890	\$10,600	\$6,258,030
	PIPE	\$7,080	\$8,010	\$10,630	\$11,550	\$12,540	\$13,040	\$13,460	\$13,820	\$13,820	\$14,810	\$15,800	\$18,350	\$19,410	\$20,470	\$15,784,750
	TOTAL	\$9,060	\$10,260	\$13,460	\$14,930	\$16,490	\$17,270	\$17,910	\$18,490	\$18,490	\$20,030	\$22,150	\$27,580	\$29,300	\$31,070	\$22,042,780
AU	BASIN	\$5,290	\$6,030	\$7,560	\$9,040	\$10,570	\$11,310	\$11,900	\$12,480	\$12,480	\$13,960	\$16,970	\$24,690	\$26,440	\$28,340	\$4,593,870
	PIPE	\$6,280	\$7,090	\$9,420	\$10,230	\$11,110	\$11,550	\$11,930	\$12,240	\$12,240	\$13,120	\$14,000	\$16,260	\$17,200	\$18,140	\$14,454,790
	TOTAL	\$11,570	\$13,120	\$16,980	\$19,270	\$21,680	\$22,860	\$23,830	\$24,720	\$24,720	\$27,080	\$30,970	\$40,950	\$43,640	\$46,480	\$9,048,660
AV	BASIN	\$2,020	\$2,300	\$2,890	\$3,460	\$4,040	\$4,330	\$4,550	\$4,770	\$4,770	\$5,340	\$6,490	\$9,440	\$10,110	\$10,840	\$6,833,560
	PIPE	\$10,140	\$11,460	\$15,210	\$16,530	\$17,950	\$18,660	\$19,260	\$19,770	\$19,770	\$21,190	\$22,610	\$26,260	\$27,780	\$29,300	\$19,408,650
	TOTAL	\$12,160	\$13,760	\$18,100	\$19,990	\$21,990	\$22,990	\$23,810	\$24,540	\$24,540	\$26,530	\$29,100	\$35,700	\$37,890	\$40,140	\$26,242,210
AW1	BASIN	\$1,640	\$1,870	\$2,340	\$2,800	\$3,280	\$3,510	\$3,690	\$3,870	\$3,870	\$4,330	\$5,260	\$7,660	\$8,200	\$8,790	\$2,412,760
	PIPE	\$10,230	\$11,560	\$15,350	\$16,680	\$18,110	\$18,830	\$19,440	\$19,950	\$19,950	\$21,390	\$22,820	\$26,500	\$28,040	\$29,570	\$8,352,480
	TOTAL	\$11,870	\$13,430	\$17,690	\$19,480	\$21,390	\$22,340	\$23,130	\$23,820	\$23,820	\$25,720	\$28,080	\$34,160	\$36,240	\$38,360	\$10,765,240
AW2	BASIN	\$1,230	\$1,410	\$1,760	\$2,110	\$2,470	\$2,640	\$2,780	\$2,910	\$2,910	\$3,260	\$3,960	\$5,760	\$6,170	\$6,620	\$1,917,400
	PIPE	\$1,000	\$1,130	\$1,490	\$1,620	\$1,760	\$1,830	\$1,890	\$1,940	\$1,940	\$2,080	\$2,220	\$2,580	\$2,730	\$2,880	\$858,100
	TOTAL	\$2,230	\$2,540	\$3,250	\$3,730	\$4,230	\$4,470	\$4,670	\$4,850	\$4,850	\$5,340	\$6,180	\$8,340	\$8,900	\$9,500	\$2,775,500
AX	BASIN	\$1,290	\$1,470	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,050	\$3,050	\$3,420	\$4,150	\$6,040	\$6,470	\$6,930	\$2,047,230
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,080	\$4,220	\$4,330	\$4,330	\$4,640	\$4,950	\$5,750	\$6,080	\$6,410	\$1,947,650
	TOTAL	\$3,510	\$3,980	\$5,180	\$5,830	\$6,520	\$6,850	\$7,130	\$7,380	\$7,380	\$8,060	\$9,100	\$11,790	\$12,550	\$13,340	\$3,994,880
AY	BASIN	\$2,330	\$2,660	\$3,330	\$3,990	\$4,660	\$4,990	\$5,240	\$5,500	\$5,500	\$6,150	\$7,480	\$10,880	\$11,650	\$12,490	\$4,248,570
	PIPE	\$4,320	\$4,880	\$6,470	\$7,040	\$7,640	\$7,940	\$8,200	\$8,420	\$8,420	\$9,020	\$9,630	\$11,180	\$11,830	\$12,480	\$4,364,380
	TOTAL	\$6,650	\$7,540	\$9,800	\$11,030	\$12,300	\$12,930	\$13,440	\$13,920	\$13,920	\$15,170	\$17,110	\$22,060	\$23,480	\$24,970	\$8,612,950
AZ	BASIN	\$670	\$760	\$950	\$1,140	\$1,330	\$1,430	\$1,500	\$1,570	\$1,570	\$1,760	\$2,140	\$3,110	\$3,330	\$3,570	\$1,802,320
	PIPE	\$2,740	\$3,100	\$4,110	\$4,470	\$4,850	\$5,040	\$5,210	\$5,340	\$5,340	\$5,730	\$6,110	\$7,100	\$7,510	\$7,920	\$4,302,380
	TOTAL	\$3,410	\$3,860	\$5,060	\$5,610	\$6,180	\$6,470	\$6,710	\$6,910	\$6,910	\$7,490	\$8,250	\$10,210	\$10,840	\$11,490	\$6,104,700
BC	BASIN	\$1,950	\$2,230	\$2,800	\$3,340	\$3,910	\$4,180	\$4,400	\$4,610	\$4,610	\$5,160	\$6,270	\$9,130	\$9,770	\$10,480	\$5,395,560
	PIPE	\$3,560	\$4,030	\$5,340	\$5,810	\$6,310	\$6,560	\$6,770	\$6,950	\$6,950	\$7,450	\$7,950	\$9,230	\$9,760	\$10,300	\$7,213,140
	TOTAL	\$5,510	\$6,260	\$8,140	\$9,150	\$10,220	\$10,740	\$11,170	\$11,560	\$11,560	\$12,610	\$14,220	\$18,360	\$19,530	\$20,780	\$12,608,700

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BD	BASIN	\$1,930	\$2,200	\$2,760	\$3,300	\$3,860	\$4,130	\$4,340	\$4,550	\$4,550	\$5,100	\$6,200	\$9,010	\$9,650	\$10,340	\$3,195,040
	PIPE	\$3,820	\$4,320	\$5,730	\$6,230	\$6,760	\$7,030	\$7,260	\$7,450	\$7,450	\$7,990	\$8,520	\$9,900	\$10,470	\$11,050	\$4,229,700
	TOTAL	\$5,750	\$6,520	\$8,490	\$9,530	\$10,620	\$11,160	\$11,600	\$12,000	\$12,000	\$13,090	\$14,720	\$18,910	\$20,120	\$21,390	\$7,424,740
BE	BASIN	\$1,820	\$2,080	\$2,610	\$3,120	\$3,650	\$3,900	\$4,100	\$4,300	\$4,300	\$4,810	\$5,850	\$8,510	\$9,110	\$9,770	\$1,749,940
	PIPE	\$2,660	\$3,010	\$4,000	\$4,340	\$4,720	\$4,900	\$5,060	\$5,200	\$5,200	\$5,570	\$5,940	\$6,900	\$7,300	\$7,700	\$2,147,830
	TOTAL	\$4,480	\$5,090	\$6,610	\$7,460	\$8,370	\$8,800	\$9,160	\$9,500	\$9,500	\$10,380	\$11,790	\$15,410	\$16,410	\$17,470	\$3,897,770
BF	BASIN	\$2,510	\$2,860	\$3,580	\$4,290	\$5,010	\$5,360	\$5,640	\$5,920	\$5,920	\$6,620	\$8,050	\$11,710	\$12,530	\$13,440	\$2,187,610
	PIPE	\$1,610	\$1,820	\$2,410	\$2,620	\$2,840	\$2,960	\$3,050	\$3,130	\$3,130	\$3,360	\$3,580	\$4,160	\$4,400	\$4,640	\$1,135,210
	TOTAL	\$4,120	\$4,680	\$5,990	\$6,910	\$7,850	\$8,320	\$8,690	\$9,050	\$9,050	\$9,980	\$11,630	\$15,870	\$16,930	\$18,080	\$3,322,820
BG	BASIN	\$2,090	\$2,380	\$2,990	\$3,570	\$4,170	\$4,470	\$4,700	\$4,930	\$4,930	\$5,510	\$6,700	\$9,750	\$10,440	\$11,190	\$4,867,460
	PIPE	\$4,470	\$5,050	\$6,710	\$7,290	\$7,920	\$8,230	\$8,500	\$8,720	\$8,720	\$9,350	\$9,970	\$11,580	\$12,250	\$12,920	\$6,974,230
	TOTAL	\$6,560	\$7,430	\$9,700	\$10,860	\$12,090	\$12,700	\$13,200	\$13,650	\$13,650	\$14,860	\$16,670	\$21,330	\$22,690	\$24,110	\$11,841,690
BH	BASIN	\$1,150	\$1,310	\$1,640	\$1,960	\$2,290	\$2,450	\$2,580	\$2,710	\$2,710	\$3,030	\$3,680	\$5,350	\$5,730	\$6,150	\$2,287,720
	PIPE	\$5,280	\$5,970	\$7,920	\$8,610	\$9,350	\$9,720	\$10,040	\$10,300	\$10,300	\$11,040	\$11,780	\$13,680	\$14,470	\$15,270	\$9,276,640
	TOTAL	\$6,430	\$7,280	\$9,560	\$10,570	\$11,640	\$12,170	\$12,620	\$13,010	\$13,010	\$14,070	\$15,460	\$19,030	\$20,200	\$21,420	\$11,564,360
BJ	BASIN	\$1,270	\$1,450	\$1,810	\$2,170	\$2,540	\$2,720	\$2,860	\$3,000	\$3,000	\$3,350	\$4,070	\$5,930	\$6,350	\$6,800	\$1,578,630
	PIPE	\$4,390	\$4,960	\$6,590	\$7,160	\$7,770	\$8,080	\$8,340	\$8,560	\$8,560	\$9,180	\$9,790	\$11,370	\$12,030	\$12,690	\$3,021,160
	TOTAL	\$5,660	\$6,410	\$8,400	\$9,330	\$10,310	\$10,800	\$11,200	\$11,560	\$11,560	\$12,530	\$13,860	\$17,300	\$18,380	\$19,490	\$4,599,790
BK	BASIN	\$2,560	\$2,920	\$3,670	\$4,390	\$5,130	\$5,490	\$5,770	\$6,050	\$6,050	\$6,770	\$8,230	\$11,980	\$12,820	\$13,750	\$2,601,430
	PIPE	\$3,190	\$3,600	\$4,780	\$5,190	\$5,640	\$5,860	\$6,050	\$6,210	\$6,210	\$6,660	\$7,100	\$8,250	\$8,730	\$9,210	\$2,059,360
	TOTAL	\$5,750	\$6,520	\$8,450	\$9,580	\$10,770	\$11,350	\$11,820	\$12,260	\$12,260	\$13,430	\$15,330	\$20,230	\$21,550	\$22,960	\$4,660,790
BL	BASIN	\$1,800	\$2,060	\$2,580	\$3,080	\$3,610	\$3,860	\$4,060	\$4,260	\$4,260	\$4,760	\$5,790	\$8,420	\$9,020	\$9,670	\$5,290,310
	PIPE	\$6,670	\$7,540	\$10,000	\$10,870	\$11,810	\$12,270	\$12,670	\$13,010	\$13,010	\$13,940	\$14,870	\$17,270	\$18,270	\$19,280	\$12,278,990
	TOTAL	\$8,470	\$9,600	\$12,580	\$13,950	\$15,420	\$16,130	\$16,730	\$17,270	\$17,270	\$18,700	\$20,660	\$25,690	\$27,290	\$28,950	\$17,569,300
BM	BASIN	\$1,120	\$1,280	\$1,600	\$1,910	\$2,240	\$2,400	\$2,520	\$2,640	\$2,640	\$2,960	\$3,590	\$5,230	\$5,600	\$6,000	\$4,581,960
	PIPE	\$4,380	\$4,950	\$6,580	\$7,150	\$7,760	\$8,070	\$8,330	\$8,550	\$8,550	\$9,160	\$9,780	\$11,350	\$12,010	\$12,670	\$13,241,540
	TOTAL	\$5,500	\$6,230	\$8,180	\$9,060	\$10,000	\$10,470	\$10,850	\$11,190	\$11,190	\$12,120	\$13,370	\$16,580	\$17,610	\$18,670	\$17,823,500
BO	BASIN	\$1,620	\$1,840	\$2,310	\$2,770	\$3,230	\$3,460	\$3,640	\$3,820	\$3,820	\$4,270	\$5,190	\$7,550	\$8,090	\$8,670	\$1,849,550
	PIPE	\$1,970	\$2,230	\$2,960	\$3,220	\$3,500	\$3,630	\$3,750	\$3,850	\$3,850	\$4,130	\$4,400	\$5,110	\$5,410	\$5,710	\$1,721,030
	TOTAL	\$3,590	\$4,070	\$5,270	\$5,990	\$6,730	\$7,090	\$7,390	\$7,670	\$7,670	\$8,400	\$9,590	\$12,660	\$13,500	\$14,380	\$3,570,580
BP	BASIN	\$4,330	\$4,940	\$6,200	\$7,410	\$8,670	\$9,270	\$9,750	\$10,220	\$10,220	\$11,440	\$13,910	\$20,230	\$21,660	\$23,220	\$2,862,830
	PIPE	\$6,080	\$6,880	\$9,130	\$9,920	\$10,770	\$11,190	\$11,560	\$11,860	\$11,860	\$12,720	\$13,570	\$15,760	\$16,670	\$17,580	\$2,229,620
	TOTAL	\$10,410	\$11,820	\$15,330	\$17,330	\$19,440	\$20,460	\$21,310	\$22,080	\$22,080	\$24,160	\$27,480	\$35,990	\$38,330	\$40,800	\$5,092,450
BQ	BASIN	\$1,800	\$2,050	\$2,580	\$3,080	\$3,600	\$3,850	\$4,050	\$4,250	\$4,250	\$4,760	\$5,780	\$8,410	\$9,010	\$9,660	\$3,292,780
	PIPE	\$4,280	\$4,840	\$6,430	\$6,980	\$7,580	\$7,880	\$8,140	\$8,350	\$8,350	\$8,950	\$9,550	\$11,100	\$11,740	\$12,380	\$5,012,050
	TOTAL	\$6,080	\$6,890	\$9,010	\$10,060	\$11,180	\$11,730	\$12,190	\$12,600	\$12,600	\$13,710	\$15,330	\$19,510	\$20,750	\$22,040	\$8,304,830
BR	BASIN	\$2,920	\$3,330	\$4,180	\$5,000	\$5,850	\$6,260	\$6,580	\$6,900	\$6,900	\$7,720	\$9,390	\$13,660	\$14,620	\$15,680	\$3,729,320
	PIPE	\$5,590	\$6,320	\$8,390	\$9,110	\$9,900	\$10,290	\$10,620	\$10,900	\$10,900	\$11,690	\$12,470	\$14,480	\$15,320	\$16,160	\$3,953,910
	TOTAL	\$8,510	\$9,650	\$12,570	\$14,110	\$15,750	\$16,550	\$17,200	\$17,800	\$17,800	\$19,410	\$21,860	\$28,140	\$29,940	\$31,840	\$7,683,230

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BS	BASIN	\$2,130	\$2,430	\$3,040	\$3,640	\$4,260	\$4,560	\$4,790	\$5,020	\$5,020	\$5,620	\$6,830	\$9,940	\$10,650	\$11,410	\$6,234,910
	PIPE	\$5,590	\$6,320	\$8,390	\$9,110	\$9,900	\$10,290	\$10,620	\$10,900	\$10,900	\$11,680	\$12,470	\$14,480	\$15,320	\$16,160	\$12,592,560
	TOTAL	\$7,720	\$8,750	\$11,430	\$12,750	\$14,160	\$14,850	\$15,410	\$15,920	\$15,920	\$17,300	\$19,300	\$24,420	\$25,970	\$27,570	\$18,827,470
BT	BASIN	\$2,520	\$2,880	\$3,610	\$4,310	\$5,050	\$5,400	\$5,680	\$5,950	\$5,950	\$6,660	\$8,100	\$11,780	\$12,620	\$13,520	\$5,241,440
	PIPE	\$5,640	\$6,370	\$8,450	\$9,190	\$9,980	\$10,370	\$10,710	\$10,990	\$10,990	\$11,780	\$12,570	\$14,600	\$15,440	\$16,290	\$10,332,910
	TOTAL	\$8,160	\$9,250	\$12,060	\$13,500	\$15,030	\$15,770	\$16,390	\$16,940	\$16,940	\$18,440	\$20,670	\$26,380	\$28,060	\$29,810	\$15,574,350
BU	BASIN	\$670	\$760	\$960	\$1,150	\$1,340	\$1,440	\$1,510	\$1,580	\$1,580	\$1,770	\$2,150	\$3,130	\$3,350	\$3,600	\$3,014,950
	PIPE	\$2,490	\$2,810	\$3,730	\$4,060	\$4,400	\$4,580	\$4,730	\$4,850	\$4,850	\$5,200	\$5,550	\$6,440	\$6,820	\$7,190	\$6,553,900
	TOTAL	\$3,160	\$3,570	\$4,690	\$5,210	\$5,740	\$6,020	\$6,240	\$6,430	\$6,430	\$6,970	\$7,700	\$9,570	\$10,170	\$10,790	\$9,568,850
BV	BASIN	\$1,210	\$1,380	\$1,740	\$2,080	\$2,430	\$2,600	\$2,730	\$2,860	\$2,860	\$3,200	\$3,900	\$5,670	\$6,070	\$6,500	\$1,746,410
	PIPE	\$2,290	\$2,590	\$3,430	\$3,730	\$4,050	\$4,210	\$4,350	\$4,460	\$4,460	\$4,780	\$5,100	\$5,930	\$6,270	\$6,620	\$2,704,750
	TOTAL	\$3,500	\$3,970	\$5,170	\$5,810	\$6,480	\$6,810	\$7,080	\$7,320	\$7,320	\$7,980	\$9,000	\$11,600	\$12,340	\$13,120	\$4,451,160
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,290	\$2,440	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$1,640	\$1,870	\$2,340	\$2,800	\$3,280	\$3,500	\$3,680	\$3,860	\$3,860	\$4,320	\$5,260	\$7,650	\$8,190	\$8,780	\$6,651,750
	PIPE	\$3,210	\$3,630	\$4,810	\$5,230	\$5,680	\$5,900	\$6,100	\$6,260	\$6,260	\$6,710	\$7,160	\$8,310	\$8,790	\$9,270	\$10,655,080
	TOTAL	\$4,850	\$5,500	\$7,150	\$8,030	\$8,960	\$9,400	\$9,780	\$10,120	\$10,120	\$11,030	\$12,420	\$15,960	\$16,980	\$18,050	\$17,306,830
*Note: A surcharge fee is in effect per Board Resolution No. 2017-864 Amended 2018-908, 2020-958, 2021-979, 2022-1009.																
BY1	BASIN	\$1,700	\$1,940	\$2,430	\$2,910	\$3,400	\$3,640	\$3,830	\$4,010	\$4,010	\$4,490	\$5,460	\$7,940	\$8,500	\$9,110	\$4,679,230
	PIPE	\$1,180	\$1,340	\$1,780	\$1,930	\$2,100	\$2,180	\$2,250	\$2,310	\$2,310	\$2,470	\$2,640	\$3,070	\$3,240	\$3,420	\$3,205,710
	TOTAL	\$2,880	\$3,280	\$4,210	\$4,840	\$5,500	\$5,820	\$6,080	\$6,320	\$6,320	\$6,960	\$8,100	\$11,010	\$11,740	\$12,530	\$7,884,940
BY2	BASIN	\$1,940	\$2,220	\$2,780	\$3,330	\$3,890	\$4,160	\$4,380	\$4,590	\$4,590	\$5,130	\$6,240	\$9,080	\$9,720	\$10,420	\$4,600,910
	PIPE	\$9,230	\$10,430	\$13,850	\$15,040	\$16,340	\$16,980	\$17,540	\$18,000	\$18,000	\$19,290	\$20,580	\$23,910	\$25,290	\$26,670	\$18,256,030
	TOTAL	\$11,170	\$12,650	\$16,630	\$18,370	\$20,230	\$21,140	\$21,920	\$22,590	\$22,590	\$24,420	\$26,820	\$32,990	\$35,010	\$37,090	\$22,856,940
BZ	BASIN	\$3,040	\$3,470	\$4,350	\$5,200	\$6,090	\$6,510	\$6,850	\$7,180	\$7,180	\$8,030	\$9,770	\$14,210	\$15,210	\$16,310	\$3,865,120
	PIPE	\$2,140	\$2,410	\$3,200	\$3,480	\$3,780	\$3,930	\$4,060	\$4,160	\$4,160	\$4,460	\$4,760	\$5,530	\$5,850	\$6,170	\$2,304,640
	TOTAL	\$5,180	\$5,880	\$7,550	\$8,680	\$9,870	\$10,440	\$10,910	\$11,340	\$11,340	\$12,490	\$14,530	\$19,740	\$21,060	\$22,480	\$6,169,760
CD	BASIN	\$3,680	\$4,190	\$5,260	\$6,290	\$7,360	\$7,870	\$8,280	\$8,680	\$8,680	\$9,710	\$11,810	\$17,180	\$18,400	\$19,720	\$5,587,300
	PIPE	\$5,870	\$6,640	\$8,810	\$9,570	\$10,400	\$10,810	\$11,160	\$11,450	\$11,450	\$12,270	\$13,100	\$15,210	\$16,090	\$16,970	\$7,024,710
	TOTAL	\$9,550	\$10,830	\$14,070	\$15,860	\$17,760	\$18,680	\$19,440	\$20,130	\$20,130	\$21,980	\$24,910	\$32,390	\$34,490	\$36,690	\$12,612,010
CE	BASIN	\$1,340	\$1,520	\$1,910	\$2,280	\$2,670	\$2,860	\$3,010	\$3,150	\$3,150	\$3,530	\$4,290	\$6,240	\$6,680	\$7,160	\$3,951,400
	PIPE	\$9,220	\$10,420	\$13,830	\$15,030	\$16,320	\$16,970	\$17,520	\$17,980	\$17,980	\$19,280	\$20,570	\$23,890	\$25,270	\$26,650	\$15,127,760
	TOTAL	\$10,560	\$11,940	\$15,740	\$17,310	\$18,990	\$19,830	\$20,530	\$21,130	\$21,130	\$22,810	\$24,860	\$30,130	\$31,950	\$33,810	\$19,079,160
CF	BASIN	\$1,210	\$1,370	\$1,720	\$2,060	\$2,410	\$2,580	\$2,710	\$2,840	\$2,840	\$3,180	\$3,870	\$5,630	\$6,030	\$6,460	\$3,712,570
	PIPE	\$7,540	\$8,520	\$11,310	\$12,290	\$13,340	\$13,870	\$14,320	\$14,700	\$14,700	\$15,760	\$16,810	\$19,530	\$20,660	\$21,790	\$12,878,790
	TOTAL	\$8,750	\$9,890	\$13,030	\$14,350	\$15,750	\$16,450	\$17,030	\$17,540	\$17,540	\$18,940	\$20,680	\$25,160	\$26,690	\$28,250	\$16,591,360
CG	BASIN	\$3,910	\$4,460	\$5,590	\$6,680	\$7,820	\$8,360	\$8,790	\$9,220	\$9,220	\$10,320	\$12,550	\$18,250	\$19,540	\$20,950	\$7,342,520
	PIPE	\$7,770	\$8,780	\$11,660	\$12,670	\$13,760	\$14,300	\$14,770	\$15,160	\$15,160	\$16,250	\$17,340	\$20,130	\$21,300	\$22,470	\$12,221,050
	TOTAL	\$11,680	\$13,240	\$17,250	\$19,350	\$21,580	\$22,660	\$23,560	\$24,380	\$24,380	\$26,570	\$29,890	\$38,380	\$40,840	\$43,420	\$19,563,570

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CH	BASIN	\$2,590	\$2,960	\$3,710	\$4,440	\$5,190	\$5,550	\$5,840	\$6,120	\$6,120	\$6,850	\$8,330	\$12,120	\$12,970	\$13,910	\$5,031,090
	PIPE	\$9,580	\$10,820	\$14,370	\$15,610	\$16,950	\$17,630	\$18,200	\$18,680	\$18,680	\$20,020	\$21,360	\$24,810	\$26,250	\$27,680	\$15,609,210
	TOTAL	\$12,170	\$13,780	\$18,080	\$20,050	\$22,140	\$23,180	\$24,040	\$24,800	\$24,800	\$26,870	\$29,690	\$36,930	\$39,220	\$41,590	\$20,640,300
CI	BASIN	\$2,520	\$2,870	\$3,600	\$4,310	\$5,040	\$5,390	\$5,670	\$5,940	\$5,940	\$6,650	\$8,080	\$11,760	\$12,590	\$13,500	\$2,464,990
	PIPE	\$3,880	\$4,390	\$5,820	\$6,330	\$6,870	\$7,140	\$7,380	\$7,570	\$7,570	\$8,110	\$8,660	\$10,060	\$10,640	\$11,220	\$3,172,550
	TOTAL	\$6,400	\$7,260	\$9,420	\$10,640	\$11,910	\$12,530	\$13,050	\$13,510	\$13,510	\$14,760	\$16,740	\$21,820	\$23,230	\$24,720	\$5,637,540
CJ	BASIN	\$3,400	\$3,880	\$4,860	\$5,820	\$6,800	\$7,280	\$7,650	\$8,030	\$8,030	\$8,980	\$10,920	\$15,880	\$17,000	\$18,230	\$6,476,990
	PIPE	\$7,860	\$8,880	\$11,790	\$12,810	\$13,910	\$14,460	\$14,930	\$15,330	\$15,330	\$16,430	\$17,530	\$20,360	\$21,540	\$22,720	\$12,700,370
	TOTAL	\$11,260	\$12,760	\$16,650	\$18,630	\$20,710	\$21,740	\$22,580	\$23,360	\$23,360	\$25,410	\$28,450	\$36,240	\$38,540	\$40,950	\$19,177,360
CK	BASIN	\$2,810	\$3,200	\$4,010	\$4,800	\$5,610	\$6,000	\$6,310	\$6,620	\$6,620	\$7,410	\$9,010	\$13,100	\$14,030	\$15,040	\$4,377,110
	PIPE	\$7,250	\$8,200	\$10,880	\$11,820	\$12,840	\$13,350	\$13,780	\$14,140	\$14,140	\$15,160	\$16,170	\$18,790	\$19,870	\$20,960	\$9,566,040
	TOTAL	\$10,060	\$11,400	\$14,890	\$16,620	\$18,450	\$19,350	\$20,090	\$20,760	\$20,760	\$22,570	\$25,180	\$31,890	\$33,900	\$36,000	\$13,943,150
CL	BASIN	\$880	\$1,010	\$1,260	\$1,510	\$1,770	\$1,890	\$1,990	\$2,090	\$2,090	\$2,330	\$2,840	\$4,130	\$4,420	\$4,740	\$2,320,120
	PIPE	\$1,190	\$1,350	\$1,790	\$1,940	\$2,110	\$2,200	\$2,270	\$2,330	\$2,330	\$2,490	\$2,660	\$3,090	\$3,270	\$3,450	\$2,269,940
	TOTAL	\$2,070	\$2,360	\$3,050	\$3,450	\$3,880	\$4,090	\$4,260	\$4,420	\$4,420	\$4,820	\$5,500	\$7,220	\$7,690	\$8,190	\$4,590,060
CM	BASIN	\$440	\$500	\$630	\$750	\$880	\$940	\$990	\$1,040	\$1,040	\$1,160	\$1,410	\$2,050	\$2,200	\$2,360	\$1,152,080
	PIPE	\$750	\$840	\$1,120	\$1,210	\$1,320	\$1,370	\$1,420	\$1,450	\$1,450	\$1,560	\$1,660	\$1,930	\$2,040	\$2,150	\$1,277,680
	TOTAL	\$1,190	\$1,340	\$1,750	\$1,960	\$2,200	\$2,310	\$2,410	\$2,490	\$2,490	\$2,720	\$3,070	\$3,980	\$4,240	\$4,510	\$2,429,760
*Note: A surcharge fee is in effect per Board Resolution No.1228.																
CN	BASIN	\$210	\$240	\$300	\$360	\$420	\$450	\$470	\$490	\$490	\$550	\$670	\$980	\$1,050	\$1,120	\$691,340
	PIPE	\$900	\$1,020	\$1,360	\$1,470	\$1,600	\$1,660	\$1,720	\$1,760	\$1,760	\$1,890	\$2,010	\$2,340	\$2,480	\$2,610	\$1,860,470
	TOTAL	\$1,110	\$1,260	\$1,660	\$1,830	\$2,020	\$2,110	\$2,190	\$2,250	\$2,250	\$2,440	\$2,680	\$3,320	\$3,530	\$3,730	\$2,551,810
*Note: A surcharge fee is in effect per Board Resolution Nos. 1159, 1342, 1414, & 1422.																
CO1	BASIN	\$880	\$1,000	\$1,250	\$1,500	\$1,760	\$1,880	\$1,970	\$2,070	\$2,070	\$2,320	\$2,820	\$4,100	\$4,390	\$4,700	\$868,070
	PIPE	\$1,580	\$1,780	\$2,360	\$2,570	\$2,790	\$2,900	\$3,000	\$3,070	\$3,070	\$3,290	\$3,520	\$4,080	\$4,320	\$4,560	\$1,226,900
	TOTAL	\$2,460	\$2,780	\$3,610	\$4,070	\$4,550	\$4,780	\$4,970	\$5,140	\$5,140	\$5,610	\$6,340	\$8,180	\$8,710	\$9,260	\$2,094,970
CP	BASIN	\$4,860	\$5,540	\$6,950	\$8,310	\$9,720	\$10,400	\$10,940	\$11,470	\$11,470	\$12,830	\$15,610	\$22,700	\$24,310	\$26,060	\$3,773,610
	PIPE	\$9,040	\$10,220	\$13,560	\$14,740	\$16,000	\$16,640	\$17,180	\$17,630	\$17,630	\$18,900	\$20,160	\$23,420	\$24,770	\$26,130	\$5,576,710
	TOTAL	\$13,900	\$15,760	\$20,510	\$23,050	\$25,720	\$27,040	\$28,120	\$29,100	\$29,100	\$31,730	\$35,770	\$46,120	\$49,080	\$52,190	\$9,350,320
CQ	BASIN	\$3,680	\$4,200	\$5,270	\$6,300	\$7,360	\$7,880	\$8,280	\$8,690	\$8,690	\$9,720	\$11,820	\$17,200	\$18,410	\$19,740	\$3,911,440
	PIPE	\$6,260	\$7,070	\$9,390	\$10,200	\$11,080	\$11,520	\$11,890	\$12,210	\$12,210	\$13,080	\$13,960	\$16,210	\$17,150	\$18,090	\$4,987,060
	TOTAL	\$9,940	\$11,270	\$14,660	\$16,500	\$18,440	\$19,400	\$20,170	\$20,900	\$20,900	\$22,800	\$25,780	\$33,410	\$35,560	\$37,830	\$8,898,500
CS	BASIN	\$860	\$990	\$1,240	\$1,480	\$1,730	\$1,850	\$1,940	\$2,040	\$2,040	\$2,280	\$2,770	\$4,040	\$4,320	\$4,630	\$3,395,860
	PIPE	\$6,210	\$7,010	\$9,310	\$10,120	\$10,990	\$11,420	\$11,790	\$12,100	\$12,100	\$12,970	\$13,840	\$16,080	\$17,010	\$17,940	\$13,525,780
	TOTAL	\$7,070	\$8,000	\$10,550	\$11,600	\$12,720	\$13,270	\$13,730	\$14,140	\$14,140	\$15,250	\$16,610	\$20,120	\$21,330	\$22,570	\$16,921,640
CU	BASIN	\$2,200	\$2,500	\$3,140	\$3,760	\$4,390	\$4,700	\$4,940	\$5,180	\$5,180	\$5,800	\$7,050	\$10,260	\$10,980	\$11,770	\$3,246,070
	PIPE	\$5,460	\$6,170	\$8,190	\$8,900	\$9,660	\$10,040	\$10,370	\$10,640	\$10,640	\$11,410	\$12,170	\$14,130	\$14,950	\$15,770	\$4,472,950
	TOTAL	\$7,660	\$8,670	\$11,330	\$12,660	\$14,050	\$14,740	\$15,310	\$15,820	\$15,820	\$17,210	\$19,220	\$24,390	\$25,930	\$27,540	\$7,719,020
CV	BASIN	\$1,740	\$1,990	\$2,490	\$2,980	\$3,490	\$3,730	\$3,920	\$4,110	\$4,110	\$4,600	\$5,600	\$8,140	\$8,720	\$9,350	\$2,697,320
	PIPE	\$1,500	\$1,690	\$2,250	\$2,440	\$2,650	\$2,760	\$2,850	\$2,920	\$2,920	\$3,130	\$3,340	\$3,880	\$4,110	\$4,330	\$1,285,500
	TOTAL	\$3,240	\$3,680	\$4,740	\$5,420	\$6,140	\$6,490	\$6,770	\$7,030	\$7,030	\$7,730	\$8,940	\$12,020	\$12,830	\$13,680	\$3,982,820

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CW	BASIN	\$800	\$910	\$1,150	\$1,370	\$1,600	\$1,710	\$1,800	\$1,890	\$1,890	\$2,110	\$2,570	\$3,740	\$4,000	\$4,290	\$1,980,650
	PIPE	\$600	\$680	\$900	\$970	\$1,060	\$1,100	\$1,140	\$1,170	\$1,170	\$1,250	\$1,330	\$1,550	\$1,640	\$1,730	\$1,009,200
	TOTAL	\$1,400	\$1,590	\$2,050	\$2,340	\$2,660	\$2,810	\$2,940	\$3,060	\$3,060	\$3,360	\$3,900	\$5,290	\$5,640	\$6,020	\$2,989,850
CX	BASIN	\$850	\$970	\$1,210	\$1,450	\$1,700	\$1,820	\$1,910	\$2,000	\$2,000	\$2,240	\$2,730	\$3,970	\$4,250	\$4,550	\$1,543,230
	PIPE	\$1,160	\$1,310	\$1,740	\$1,890	\$2,050	\$2,130	\$2,200	\$2,260	\$2,260	\$2,420	\$2,590	\$3,000	\$3,180	\$3,350	\$1,701,690
	TOTAL	\$2,010	\$2,280	\$2,950	\$3,340	\$3,750	\$3,950	\$4,110	\$4,260	\$4,260	\$4,660	\$5,320	\$6,970	\$7,430	\$7,900	\$3,244,920
CY	BASIN	\$900	\$1,020	\$1,280	\$1,530	\$1,790	\$1,920	\$2,020	\$2,110	\$2,110	\$2,360	\$2,880	\$4,180	\$4,480	\$4,800	\$1,389,390
	PIPE	\$990	\$1,120	\$1,490	\$1,620	\$1,760	\$1,830	\$1,890	\$1,940	\$1,940	\$2,080	\$2,220	\$2,580	\$2,730	\$2,870	\$1,210,890
	TOTAL	\$1,890	\$2,140	\$2,770	\$3,150	\$3,550	\$3,750	\$3,910	\$4,050	\$4,050	\$4,440	\$5,100	\$6,760	\$7,210	\$7,670	\$2,600,280
CZ	BASIN	\$560	\$640	\$800	\$960	\$1,120	\$1,200	\$1,260	\$1,320	\$1,320	\$1,480	\$1,790	\$2,610	\$2,790	\$3,000	\$1,551,490
	PIPE	\$1,250	\$1,420	\$1,880	\$2,040	\$2,220	\$2,310	\$2,380	\$2,450	\$2,450	\$2,620	\$2,800	\$3,250	\$3,440	\$3,620	\$2,788,260
	TOTAL	\$1,810	\$2,060	\$2,680	\$3,000	\$3,340	\$3,510	\$3,640	\$3,770	\$3,770	\$4,100	\$4,590	\$5,860	\$6,230	\$6,620	\$4,339,750
DE	BASIN	\$1,760	\$2,010	\$2,520	\$3,010	\$3,520	\$3,770	\$3,960	\$4,150	\$4,150	\$4,650	\$5,650	\$8,220	\$8,800	\$9,430	\$3,454,940
	PIPE	\$2,100	\$2,370	\$3,150	\$3,420	\$3,720	\$3,870	\$3,990	\$4,100	\$4,100	\$4,390	\$4,690	\$5,440	\$5,760	\$6,070	\$3,294,770
	TOTAL	\$3,860	\$4,380	\$5,670	\$6,430	\$7,240	\$7,640	\$7,950	\$8,250	\$8,250	\$9,040	\$10,340	\$13,660	\$14,560	\$15,500	\$6,749,710
*Note: A surcharge fee is in effect per Board Resolution No. 2006-486.																
DF	BASIN	\$570	\$650	\$820	\$970	\$1,140	\$1,220	\$1,280	\$1,350	\$1,350	\$1,510	\$1,830	\$2,660	\$2,850	\$3,060	\$165,172
	PIPE	\$1,070	\$1,210	\$1,610	\$1,750	\$1,900	\$1,970	\$2,040	\$2,090	\$2,090	\$2,240	\$2,390	\$2,780	\$2,940	\$3,100	\$283,883
	TOTAL	\$1,640	\$1,860	\$2,430	\$2,720	\$3,040	\$3,190	\$3,320	\$3,440	\$3,440	\$3,750	\$4,220	\$5,440	\$5,790	\$6,160	\$449,055
DG	BASIN	\$720	\$830	\$1,040	\$1,240	\$1,450	\$1,550	\$1,630	\$1,710	\$1,710	\$1,910	\$2,320	\$3,380	\$3,620	\$3,880	\$447,419
	PIPE	\$1,260	\$1,430	\$1,900	\$2,060	\$2,240	\$2,320	\$2,400	\$2,460	\$2,460	\$2,640	\$2,820	\$3,270	\$3,460	\$3,650	\$720,114
	TOTAL	\$1,980	\$2,260	\$2,940	\$3,300	\$3,690	\$3,870	\$4,030	\$4,170	\$4,170	\$4,550	\$5,140	\$6,650	\$7,080	\$7,530	\$1,167,533
DH	BASIN	\$860	\$980	\$1,230	\$1,470	\$1,720	\$1,840	\$1,930	\$2,030	\$2,030	\$2,270	\$2,760	\$4,010	\$4,290	\$4,600	\$1,590,510
	PIPE	\$960	\$1,080	\$1,440	\$1,560	\$1,690	\$1,760	\$1,820	\$1,870	\$1,870	\$2,000	\$2,130	\$2,480	\$2,620	\$2,770	\$1,109,580
	TOTAL	\$1,820	\$2,060	\$2,670	\$3,030	\$3,410	\$3,600	\$3,750	\$3,900	\$3,900	\$4,270	\$4,890	\$6,490	\$6,910	\$7,370	\$2,700,090
DI	BASIN	\$460	\$520	\$650	\$780	\$920	\$980	\$1,030	\$1,080	\$1,080	\$1,210	\$1,470	\$2,140	\$2,290	\$2,450	\$219,705
	PIPE	\$750	\$850	\$1,120	\$1,220	\$1,330	\$1,380	\$1,420	\$1,460	\$1,460	\$1,570	\$1,670	\$1,940	\$2,050	\$2,170	\$326,191
	TOTAL	\$1,210	\$1,370	\$1,770	\$2,000	\$2,250	\$2,360	\$2,450	\$2,540	\$2,540	\$2,780	\$3,140	\$4,080	\$4,340	\$4,620	\$545,896
DK	BASIN	\$210	\$230	\$290	\$350	\$410	\$440	\$460	\$490	\$490	\$540	\$660	\$960	\$1,030	\$1,100	\$955,890
	PIPE	\$2,060	\$2,330	\$3,090	\$3,360	\$3,650	\$3,790	\$3,920	\$4,020	\$4,020	\$4,310	\$4,600	\$5,340	\$5,650	\$5,960	\$8,020,220
	TOTAL	\$2,270	\$2,560	\$3,380	\$3,710	\$4,060	\$4,230	\$4,380	\$4,510	\$4,510	\$4,850	\$5,260	\$6,300	\$6,680	\$7,060	\$8,976,110
DL	BASIN	\$3,340	\$3,810	\$4,780	\$5,710	\$6,680	\$7,150	\$7,510	\$7,880	\$7,880	\$8,820	\$10,720	\$15,600	\$16,700	\$17,900	\$3,888,100
	PIPE	\$6,210	\$7,020	\$9,320	\$10,120	\$10,990	\$11,430	\$11,800	\$12,110	\$12,110	\$12,980	\$13,850	\$16,090	\$17,020	\$17,950	\$5,079,920
	TOTAL	\$9,550	\$10,830	\$14,100	\$15,830	\$17,670	\$18,580	\$19,310	\$19,990	\$19,990	\$21,800	\$24,570	\$31,690	\$33,720	\$35,850	\$8,968,020
DM	BASIN	\$2,400	\$2,740	\$3,430	\$4,110	\$4,800	\$5,140	\$5,400	\$5,670	\$5,670	\$6,340	\$7,710	\$11,210	\$12,010	\$12,870	\$5,877,980
	PIPE	\$8,680	\$9,800	\$13,010	\$14,140	\$15,360	\$15,960	\$16,480	\$16,920	\$16,920	\$18,130	\$19,350	\$22,470	\$23,770	\$25,070	\$17,511,310
	TOTAL	\$11,080	\$12,540	\$16,440	\$18,250	\$20,160	\$21,100	\$21,880	\$22,590	\$22,590	\$24,470	\$27,060	\$33,680	\$35,780	\$37,940	\$23,389,290
DN	BASIN	\$3,640	\$4,150	\$5,200	\$6,220	\$7,280	\$7,790	\$8,190	\$8,590	\$8,590	\$9,610	\$11,680	\$16,990	\$18,200	\$19,510	\$7,962,130
	PIPE	\$4,390	\$4,970	\$6,590	\$7,160	\$7,780	\$8,090	\$8,350	\$8,570	\$8,570	\$9,180	\$9,800	\$11,380	\$12,040	\$12,700	\$8,173,880
	TOTAL	\$8,030	\$9,120	\$11,790	\$13,380	\$15,060	\$15,880	\$16,540	\$17,160	\$17,160	\$18,790	\$21,480	\$28,370	\$30,240	\$32,210	\$16,136,010
*Note: A surcharge fee is in effect per Board Resolution No. 2016-840 Amended 2017-000, 2017-884, 2018-908, 2019-936, 2020-958, 2021-979, 2022-1009.																

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DO	BASIN	\$2,110	\$2,410	\$3,020	\$3,610	\$4,220	\$4,520	\$4,750	\$4,980	\$4,980	\$5,570	\$6,770	\$9,850	\$10,550	\$11,310	\$6,474,660
	PIPE	\$3,050	\$3,450	\$4,580	\$4,980	\$5,410	\$5,620	\$5,800	\$5,960	\$5,960	\$6,380	\$6,810	\$7,910	\$8,370	\$8,830	\$7,251,850
	TOTAL	\$5,160	\$5,860	\$7,600	\$8,590	\$9,630	\$10,140	\$10,550	\$10,940	\$10,940	\$11,950	\$13,580	\$17,760	\$18,920	\$20,140	\$13,726,510
	*Note: A surcharge fee is in effect per Board Resolution No. 2007-522 Amended 2014-806, 2018-887, 2018-908 and Board Resolution No. 2020-959 Amended 2021-979 , 2022-1009.															
DP	BASIN	\$2,150	\$2,450	\$3,080	\$3,680	\$4,300	\$4,600	\$4,840	\$5,080	\$5,080	\$5,680	\$6,900	\$10,040	\$10,750	\$11,530	\$8,091,790
	PIPE	\$6,630	\$7,490	\$9,940	\$10,800	\$11,730	\$12,200	\$12,590	\$12,930	\$12,930	\$13,850	\$14,780	\$17,170	\$18,160	\$19,160	\$18,509,360
	TOTAL	\$8,780	\$9,940	\$13,020	\$14,480	\$16,030	\$16,800	\$17,430	\$18,010	\$18,010	\$19,530	\$21,680	\$27,210	\$28,910	\$30,690	\$26,601,150
DQ	BASIN	\$7,350	\$8,380	\$10,510	\$12,570	\$14,700	\$15,730	\$16,530	\$17,340	\$17,340	\$19,400	\$23,590	\$34,320	\$36,740	\$39,390	\$6,040,260
	PIPE	\$6,790	\$7,670	\$10,190	\$11,070	\$12,020	\$12,500	\$12,900	\$13,240	\$13,240	\$14,190	\$15,150	\$17,590	\$18,610	\$19,630	\$4,805,190
	TOTAL	\$14,140	\$16,050	\$20,700	\$23,640	\$26,720	\$28,230	\$29,430	\$30,580	\$30,580	\$33,590	\$38,740	\$51,910	\$55,350	\$59,020	\$10,845,450
DS	BASIN	\$3,310	\$3,770	\$4,730	\$5,660	\$6,620	\$7,080	\$7,440	\$7,810	\$7,810	\$8,730	\$10,620	\$15,450	\$16,540	\$17,730	\$14,649,250
	PIPE	\$8,740	\$9,880	\$13,110	\$14,250	\$15,470	\$16,090	\$16,610	\$17,050	\$17,050	\$18,270	\$19,500	\$22,640	\$23,950	\$25,270	\$30,814,280
	TOTAL	\$12,050	\$13,650	\$17,840	\$19,910	\$22,090	\$23,170	\$24,050	\$24,860	\$24,860	\$27,000	\$30,120	\$38,090	\$40,490	\$43,000	\$45,463,530
DV	BASIN	\$1,370	\$1,560	\$1,960	\$2,340	\$2,740	\$2,930	\$3,080	\$3,230	\$3,230	\$3,610	\$4,390	\$6,390	\$6,840	\$7,330	\$2,920,790
	PIPE	\$7,410	\$8,370	\$11,110	\$12,070	\$13,110	\$13,630	\$14,070	\$14,440	\$14,440	\$15,480	\$16,510	\$19,180	\$20,290	\$21,400	\$9,278,960
	TOTAL	\$8,780	\$9,930	\$13,070	\$14,410	\$15,850	\$16,560	\$17,150	\$17,670	\$17,670	\$19,090	\$20,900	\$25,570	\$27,130	\$28,730	\$12,199,750
EF	BASIN	\$1,680	\$1,920	\$2,400	\$2,880	\$3,360	\$3,600	\$3,780	\$3,970	\$3,970	\$4,440	\$5,400	\$7,850	\$8,410	\$9,010	\$3,389,730
	PIPE	\$1,070	\$1,210	\$1,610	\$1,750	\$1,900	\$1,970	\$2,040	\$2,090	\$2,090	\$2,440	\$2,390	\$2,780	\$2,940	\$3,100	\$1,701,920
	TOTAL	\$2,750	\$3,130	\$4,010	\$4,630	\$5,260	\$5,570	\$5,820	\$6,060	\$6,060	\$6,680	\$7,790	\$10,630	\$11,350	\$12,110	\$5,091,650
EG	BASIN	\$900	\$1,020	\$1,280	\$1,530	\$1,790	\$1,920	\$2,010	\$2,110	\$2,110	\$2,360	\$2,870	\$4,180	\$4,480	\$4,800	\$2,119,330
	PIPE	\$1,800	\$2,040	\$2,700	\$2,940	\$3,190	\$3,320	\$3,420	\$3,510	\$3,510	\$3,770	\$4,020	\$4,670	\$4,940	\$5,210	\$3,187,930
	TOTAL	\$2,700	\$3,060	\$3,980	\$4,470	\$4,980	\$5,240	\$5,430	\$5,620	\$5,620	\$6,130	\$6,890	\$8,850	\$9,420	\$10,010	\$5,307,260
EH	BASIN	\$1,600	\$1,820	\$2,290	\$2,730	\$3,200	\$3,420	\$3,600	\$3,770	\$3,770	\$4,220	\$5,130	\$7,460	\$7,990	\$8,570	\$5,041,610
	PIPE	\$2,630	\$2,980	\$3,950	\$4,290	\$4,660	\$4,850	\$5,000	\$5,140	\$5,140	\$5,510	\$5,870	\$6,820	\$7,220	\$7,610	\$5,214,720
	TOTAL	\$4,230	\$4,800	\$6,240	\$7,020	\$7,860	\$8,270	\$8,600	\$8,910	\$8,910	\$9,730	\$11,000	\$14,280	\$15,210	\$16,180	\$10,256,330
EI	BASIN	\$4,230	\$4,820	\$6,040	\$7,220	\$8,450	\$9,040	\$9,510	\$9,970	\$9,970	\$11,150	\$13,560	\$19,730	\$21,130	\$22,650	\$3,512,630
	PIPE	\$4,760	\$5,370	\$7,130	\$7,750	\$8,420	\$8,750	\$9,030	\$9,270	\$9,270	\$9,940	\$10,600	\$12,320	\$13,030	\$13,740	\$2,350,020
	TOTAL	\$8,990	\$10,190	\$13,170	\$14,970	\$16,870	\$17,790	\$18,540	\$19,240	\$19,240	\$21,090	\$24,160	\$32,050	\$34,160	\$36,390	\$5,862,650
EJ	BASIN	\$5,350	\$6,090	\$7,650	\$9,140	\$10,690	\$11,440	\$12,030	\$12,620	\$12,620	\$14,110	\$17,160	\$24,970	\$26,730	\$28,660	\$5,445,490
	PIPE	\$6,400	\$7,240	\$9,610	\$10,440	\$11,330	\$11,780	\$12,170	\$12,490	\$12,490	\$13,380	\$14,280	\$16,590	\$17,550	\$18,510	\$5,632,850
	TOTAL	\$11,750	\$13,330	\$17,260	\$19,580	\$22,020	\$23,220	\$24,200	\$25,110	\$25,110	\$27,490	\$31,440	\$41,560	\$44,280	\$47,170	\$11,078,340
EK	BASIN	\$410	\$460	\$580	\$690	\$810	\$870	\$910	\$960	\$960	\$1,070	\$1,300	\$1,890	\$2,030	\$2,170	\$678,550
	PIPE	\$1,990	\$2,250	\$2,990	\$3,250	\$3,530	\$3,670	\$3,790	\$3,880	\$3,880	\$4,160	\$4,440	\$5,160	\$5,460	\$5,760	\$2,716,790
	TOTAL	\$2,400	\$2,710	\$3,570	\$3,940	\$4,340	\$4,540	\$4,700	\$4,840	\$4,840	\$5,230	\$5,740	\$7,050	\$7,490	\$7,930	\$3,395,340
EL	BASIN	\$2,590	\$2,950	\$3,700	\$4,420	\$5,170	\$5,540	\$5,820	\$6,110	\$6,110	\$6,830	\$8,310	\$12,080	\$12,940	\$13,870	\$1,293,940
	PIPE	\$1,600	\$1,800	\$2,390	\$2,600	\$2,820	\$2,940	\$3,030	\$3,110	\$3,110	\$3,340	\$3,560	\$4,130	\$4,370	\$4,610	\$441,940
	TOTAL	\$4,190	\$4,750	\$6,090	\$7,020	\$7,990	\$8,480	\$8,850	\$9,220	\$9,220	\$10,170	\$11,870	\$16,210	\$17,310	\$18,480	\$1,735,880
EM	BASIN	\$2,450	\$2,790	\$3,510	\$4,190	\$4,900	\$5,250	\$5,520	\$5,790	\$5,790	\$6,470	\$7,870	\$11,450	\$12,260	\$13,140	\$3,183,630
	PIPE	\$3,060	\$3,450	\$4,580	\$4,980	\$5,410	\$5,620	\$5,810	\$5,960	\$5,960	\$6,390	\$6,810	\$7,910	\$8,370	\$8,830	\$3,062,570
	TOTAL	\$5,510	\$6,240	\$8,090	\$9,170	\$10,310	\$10,870	\$11,330	\$11,750	\$11,750	\$12,860	\$14,680	\$19,360	\$20,630	\$21,970	\$6,246,200



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
EN	BASIN	\$1,980	\$2,250	\$2,830	\$3,380	\$3,960	\$4,230	\$4,450	\$4,670	\$4,670	\$5,220	\$6,350	\$9,240	\$9,890	\$10,600	\$4,091,020
	PIPE	\$7,490	\$8,470	\$11,240	\$12,210	\$13,260	\$13,790	\$14,240	\$14,610	\$14,610	\$15,660	\$16,710	\$19,410	\$20,530	\$21,660	\$10,316,170
	TOTAL	\$9,470	\$10,720	\$14,070	\$15,590	\$17,220	\$18,020	\$18,690	\$19,280	\$19,280	\$20,880	\$23,060	\$28,650	\$30,420	\$32,260	\$14,407,190
EO	BASIN	\$3,310	\$3,780	\$4,740	\$5,670	\$6,630	\$7,090	\$7,460	\$7,820	\$7,820	\$8,750	\$10,640	\$15,470	\$16,570	\$17,760	\$5,585,350
	PIPE	\$3,190	\$3,600	\$4,790	\$5,200	\$5,650	\$5,870	\$6,060	\$6,220	\$6,220	\$6,670	\$7,110	\$8,260	\$8,740	\$9,220	\$4,460,570
	TOTAL	\$6,500	\$7,380	\$9,530	\$10,870	\$12,280	\$12,960	\$13,520	\$14,040	\$14,040	\$15,420	\$17,750	\$23,730	\$25,310	\$26,980	\$10,045,920
NN	BASIN	\$1,950	\$2,220	\$2,790	\$3,330	\$3,900	\$4,170	\$4,380	\$4,600	\$4,600	\$5,140	\$6,250	\$9,100	\$9,740	\$10,440	\$4,891,340
	PIPE	\$5,890	\$6,660	\$8,840	\$9,610	\$10,430	\$10,850	\$11,200	\$11,490	\$11,490	\$12,320	\$13,140	\$15,270	\$16,150	\$17,030	\$11,482,330
	TOTAL	\$7,840	\$8,880	\$11,630	\$12,940	\$14,330	\$15,020	\$15,580	\$16,090	\$16,090	\$17,460	\$19,390	\$24,370	\$25,890	\$27,470	\$16,373,670
1G	BASIN	\$1,270	\$1,440	\$1,810	\$2,170	\$2,530	\$2,710	\$2,850	\$2,990	\$2,990	\$3,340	\$4,060	\$5,910	\$6,330	\$6,790	\$1,872,020
	PIPE	\$1,200	\$1,350	\$1,800	\$1,950	\$2,120	\$2,200	\$2,270	\$2,330	\$2,330	\$2,500	\$2,670	\$3,100	\$3,280	\$3,460	\$1,543,320
	TOTAL	\$2,470	\$2,790	\$3,610	\$4,120	\$4,650	\$4,910	\$5,120	\$5,320	\$5,320	\$5,840	\$6,730	\$9,010	\$9,610	\$10,250	\$3,415,340
3G	BASIN	\$2,040	\$2,330	\$2,920	\$3,490	\$4,080	\$4,370	\$4,590	\$4,820	\$4,820	\$5,390	\$6,550	\$9,530	\$10,200	\$10,940	\$4,368,720
	PIPE	\$2,570	\$2,910	\$3,860	\$4,190	\$4,550	\$4,730	\$4,890	\$5,010	\$5,010	\$5,370	\$5,730	\$6,660	\$7,050	\$7,430	\$4,640,440
	TOTAL	\$4,610	\$5,240	\$6,780	\$7,680	\$8,630	\$9,100	\$9,480	\$9,830	\$9,830	\$10,760	\$12,280	\$16,190	\$17,250	\$18,370	\$9,009,160
7C	BASIN	\$2,030	\$2,310	\$2,900	\$3,460	\$4,050	\$4,340	\$4,560	\$4,780	\$4,780	\$5,350	\$6,500	\$9,460	\$10,130	\$10,860	\$3,969,560
	PIPE	\$1,230	\$1,390	\$1,850	\$2,010	\$2,180	\$2,270	\$2,340	\$2,400	\$2,400	\$2,570	\$2,750	\$3,190	\$3,370	\$3,560	\$1,734,900
	TOTAL	\$3,260	\$3,700	\$4,750	\$5,470	\$6,230	\$6,610	\$6,900	\$7,180	\$7,180	\$7,920	\$9,250	\$12,650	\$13,500	\$14,420	\$5,704,460
7D	BASIN	\$2,540	\$2,900	\$3,630	\$4,350	\$5,080	\$5,440	\$5,720	\$6,000	\$6,000	\$6,710	\$8,160	\$11,870	\$12,710	\$13,620	\$4,456,650
	PIPE	\$1,850	\$2,090	\$2,770	\$3,010	\$3,270	\$3,400	\$3,510	\$3,610	\$3,610	\$3,870	\$4,120	\$4,790	\$5,070	\$5,350	\$2,243,900
	TOTAL	\$4,390	\$4,990	\$6,400	\$7,360	\$8,350	\$8,840	\$9,230	\$9,610	\$9,610	\$10,580	\$12,280	\$16,660	\$17,780	\$18,970	\$6,700,550
7H	*Note: A surcharge fee is in effect per Board Resolution No. 2005-480 Amended 2018-908 & 2021-979.															
	BASIN	\$3,360	\$3,830	\$4,800	\$5,740	\$6,720	\$7,190	\$7,560	\$7,920	\$7,920	\$8,860	\$10,780	\$15,680	\$16,790	\$18,000	\$7,792,210
	PIPE	\$5,810	\$6,570	\$8,720	\$9,480	\$10,290	\$10,700	\$11,050	\$11,340	\$11,340	\$12,150	\$12,970	\$15,060	\$15,930	\$16,800	\$9,433,700
	TOTAL	\$9,170	\$10,400	\$13,520	\$15,220	\$17,010	\$17,890	\$18,610	\$19,260	\$19,260	\$21,010	\$23,750	\$30,740	\$32,720	\$34,800	\$17,225,910
	*Note: A surcharge fee is in effect per Board Resolution No. 2005-480 Amended 2018-908 & 2021-979.															

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 2	BASIN	\$920	\$1,050	\$1,320	\$1,580	\$1,850	\$1,980	\$2,080	\$2,180	\$2,180	\$2,440	\$2,970	\$4,320	\$4,620	\$4,950	\$104,129,222
	PIPE	\$1,730	\$1,950	\$2,590	\$2,820	\$3,060	\$3,180	\$3,280	\$3,370	\$3,370	\$3,610	\$3,850	\$4,470	\$4,730	\$4,990	\$136,550,496
	TOTAL	\$2,650	\$3,000	\$3,910	\$4,400	\$4,910	\$5,160	\$5,360	\$5,550	\$5,550	\$6,050	\$6,820	\$8,790	\$9,350	\$9,940	\$240,679,718

Planned Local Drainage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$2,653,480	\$2,140,187	\$4,793,667	X	\$2,257,718	\$449,072	\$2,706,790	OO	\$3,149,221	\$899,643	\$4,048,864
B	\$1,296,438	\$142,170	\$1,438,608	Y	\$1,714,229	\$2,274,773	\$3,989,002	PP	\$2,279,786	\$1,232,767	\$3,512,553
C	\$479,953	\$317,414	\$797,367	Z	\$1,126,945	\$2,543,686	\$3,670,631 **	RR	\$5,672,640	\$18,578,852	\$24,251,492
D	\$801,395	\$689,353	\$1,490,748	AA	\$1,007,845	\$1,444,258	\$2,452,103	SS	\$3,200,285	\$4,191,719	\$7,392,004
E	\$987,771	\$228,063	\$1,215,834	BB	\$817,452	\$822,774	\$1,640,226	TT	\$2,673,474	\$1,843,428	\$4,516,902
F	\$327,718	\$302,016	\$629,734	CC	\$1,131,025	\$2,087,079	\$3,218,104	UU1	\$747,282	\$1,383,868	\$2,131,150
G	\$1,688,391	\$157,007	\$1,845,398	CO2	\$947,253	\$1,742,103	\$2,689,356	UU2	\$1,815,483	\$1,664,639	\$3,480,122
H	\$99,858	\$214,682	\$314,540	DD	\$2,683,022	\$7,744,571	\$10,427,593	UU3	\$4,297,237	\$11,436,261	\$15,733,498
I	\$227,828	\$248,025	\$475,853	EE	\$754,118	\$3,373,882	\$4,128,000	VV	\$307,124	\$116,961	\$424,085
J	\$1,880,431	\$510,964	\$2,391,395	FF	\$1,442,268	\$9,623,346	\$11,065,614	WW	\$291,653	\$360,044	\$651,697
K	\$1,312,067	\$685,069	\$1,997,136	GG	\$3,032,358	\$1,657,509	\$4,689,867	XX	\$1,025,092	\$2,177,108	\$3,202,200
L	\$761,681	\$494,850	\$1,256,531	HH	\$5,862,906	\$7,672,820	\$13,535,726	ZZ	\$2,995,111	\$3,415,154	\$6,410,265
M	\$967,464	\$265,529	\$1,232,993	II1	\$5,984,056	\$17,011,910	\$22,995,966				
N	\$535,530	\$436,070	\$971,600	II2	\$9,806,468	\$1,389,416	\$11,195,884				
O	\$1,227,150	\$190,138	\$1,417,288	II3	\$2,269,686	\$1,880,276	\$4,149,962				
P	\$1,027,751	\$235,116	\$1,262,867	II4	\$2,643,383	\$1,159,909	\$3,803,292				
T	\$2,128,728	\$2,752,032	\$4,880,760	JJ	\$2,526,157	\$3,874,763	\$6,400,920				
U	\$1,890,650	\$697,216	\$2,587,866	KK	\$2,541,765	\$1,537,976	\$4,079,741				
V	\$976,218	\$1,726,395	\$2,702,613	LL	\$3,032,488	\$3,884,297	\$6,916,785				
W	\$2,211,300	\$3,693,138	\$5,904,438 *	MM	\$611,890	\$950,198	\$1,562,088				

W \* Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.

Z \*\* Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

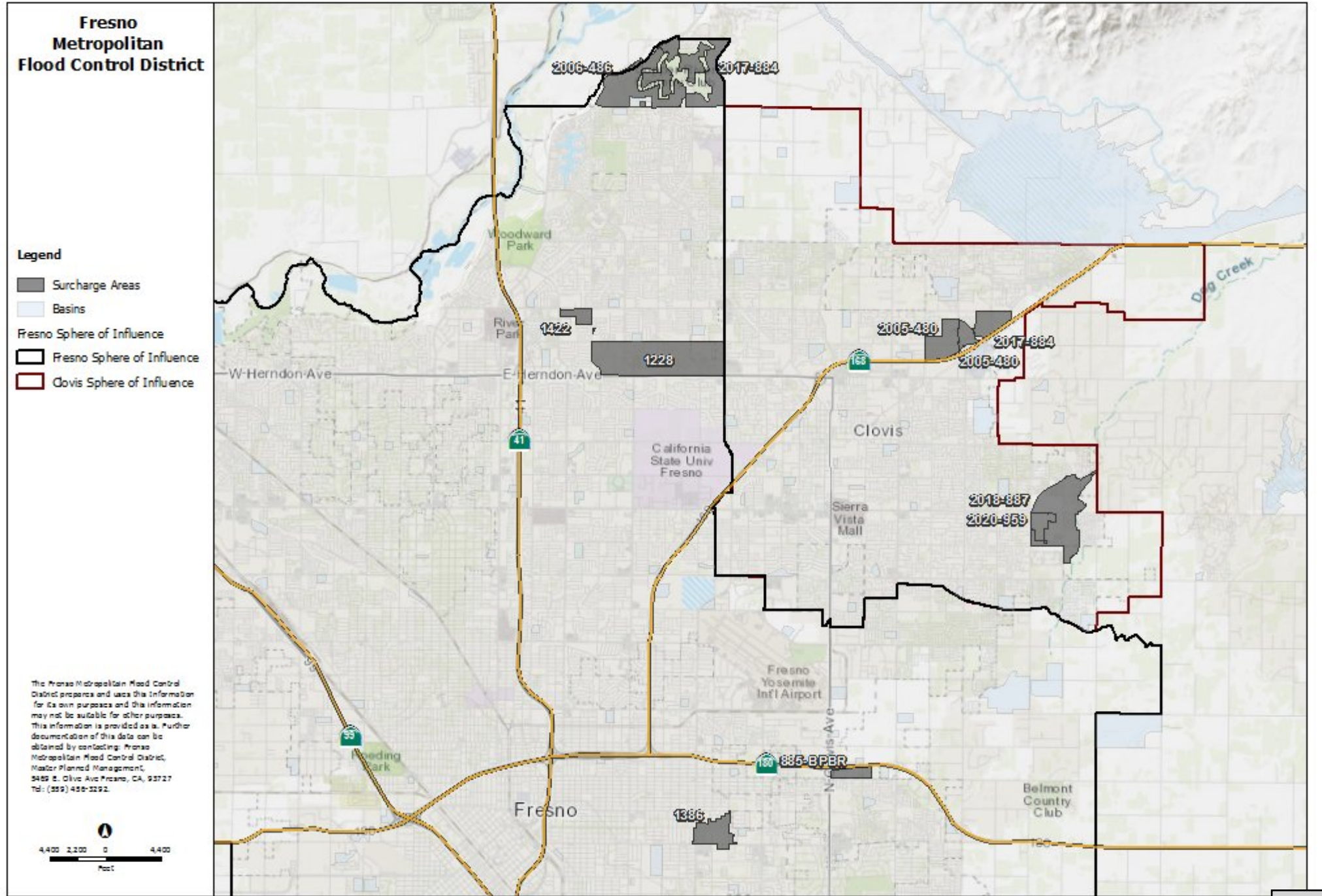
Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3	BASIN	\$1,560	\$1,780	\$2,230	\$2,670	\$3,120	\$3,340	\$3,520	\$3,690	\$3,690	\$4,120	\$5,020	\$7,300	\$7,810	\$8,370	\$28,843,903
	PIPE	\$1,590	\$1,790	\$2,380	\$2,590	\$2,810	\$2,920	\$3,010	\$3,090	\$3,090	\$3,320	\$3,540	\$4,110	\$4,350	\$4,590	\$20,960,218
	TOTAL	\$3,150	\$3,570	\$4,610	\$5,260	\$5,930	\$6,260	\$6,530	\$6,780	\$6,780	\$7,440	\$8,560	\$11,410	\$12,160	\$12,960	\$49,804,121

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$436,210	\$420,268	\$856,478
S	\$1,287,650	\$2,428,339	\$3,715,989
1E	\$2,200,042	\$952,712	\$3,152,754
2D	\$840,485	\$1,591,200	\$2,431,685
3A	\$1,511,791	\$1,014,241	\$2,526,032
3D	\$1,437,873	\$1,032,196	\$2,470,069
3F	\$1,139,750	\$1,224,524	\$2,364,274
4B	\$2,179,796	\$1,124,616	\$3,304,412
4C	\$1,678,770	\$2,386,729	\$4,065,499
4D	\$3,710,620	\$1,165,436	\$4,876,056
4E	\$4,232,706	\$2,241,337	\$6,474,043
5B/5C	\$5,019,048	\$2,282,376	\$7,301,424
5F	\$1,658,490	\$1,530,399	\$3,188,889
6D	\$1,510,672	\$1,565,845	\$3,076,517

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P
W	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-
	*Note: Surcharge Resolution: 885-BPBR														
Z	TOTAL	-	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915
	*Note: Surcharge Resolution: 1386														
BX	TOTAL	-	\$270	\$360	\$390	\$430	\$445	\$445	\$445	\$470	\$510	\$540	\$630	\$660	\$700
	*Note: Surcharge Resolution: 2008-590														
BX	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$18,100	-
	*Note: Surcharge Resolution: 2017-884														
CM	TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260
	*Note: Surcharge Resolution: 1228														
CN	TOTAL	-	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925
	*Note: Surcharge Resolution: 1422														
DE	TOTAL	-	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250
	*Note: Surcharge Resolution: 2006-486														
DN	TOTAL	-	-	-	-	-	\$12,460	\$12,860	\$13,200	\$13,200	-	-	-	-	\$19,570
	*Note: Surcharge Resolution: 2017-884														
DO	TOTAL	-	-	-	-	-	-	-	\$4,820	\$4,820	\$5,170	\$5,170	-	\$6,770	\$7,140
	*Note: Surcharge Resolution: 2018-887														
DO	TOTAL	-	-	-	-	-	-	-	-	-	\$5,280	\$5,280	-	-	\$7,300
	*Note: Surcharge Resolution: 2020-959														
7D	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$7,307	-
	*Note: Surcharge Resolution: 2005-480														
7H	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$7,307	-
	*Note: Surcharge Resolution: 2005-480														





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: February 4, 2025

SUBJECT: Public Utilities – Approval – Final Acceptance for CIP 23-18, Letterman Dog Park, with a Final Contract Cost of \$169,922.54.

ATTACHMENTS: 1. Vicinity Map

### RECOMMENDATION

For the City Council to accept the work performed as complete and authorize recording of the notice of completion.

### EXECUTIVE SUMMARY

Staff is recommending that Council accept the work performed by Ares Eng, LLC, and authorize the recording of the notice of completion.

This project included the installation of a new dog park for Letterman Park, located at 908 Villa Avenue. The work involved the installation of chain link fencing, drive gates, pedestrian gates, water fountains, water line, water meter, irrigation modifications, trash receptacles, dog trash bag dispensers, park benches, concrete sidewalk, concrete pad, and decomposed granite.

Staff is working to schedule a ribbon cutting event in spring. This event is expected to celebrate the opening of the City's second dog park.

### BACKGROUND

The goal of this project was to install a new dog park for residents to enjoy under the City Dog Park Master Plan adopted in 2018 by City Council. The development of dog parks within the City of Clovis was found to be a high priority during the Parks Master Plan development process. In the City Dog Park Master Plan, it was determined that revisions to the current City Municipal Code are needed to allow dogs off-leash in posted off-leash areas. Staff is planning to take the revisions to Council in March.

The project was awarded by City Council to the low bidder, Ares Eng, LLC, on June 10, 2024. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

**FISCAL IMPACT**

1. Award	\$ 153,374.00
2. Bid Item 7 - Credit	\$ (1,400.00)
3. Contract Change Order No. 1	\$ 1,200.00
4. Contract Change Order No. 2	\$ 9,734.00
5. Contract Change Order No. 3	\$ 7,014.54
6. Liquidated Damages Assessed	\$ 0.00
<b>Final Contract Cost</b>	<b>\$169,922.54</b>

The fiscal year 2023-2024 budget and the 2018 Parks Bond Act Per Capita Grant Program included sufficient funds for all the project costs, including the project contract change orders.

**REASON FOR RECOMMENDATION**

The Public Utilities Department, the City Engineer, the engineering inspector, and the project engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Ares Eng, LLC, has requested final acceptance from the City.

**ACTIONS FOLLOWING APPROVAL**

1. The notice of completion will be recorded; and
2. All remaining retention funds will be released 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

**CONFLICT OF INTEREST**

None.

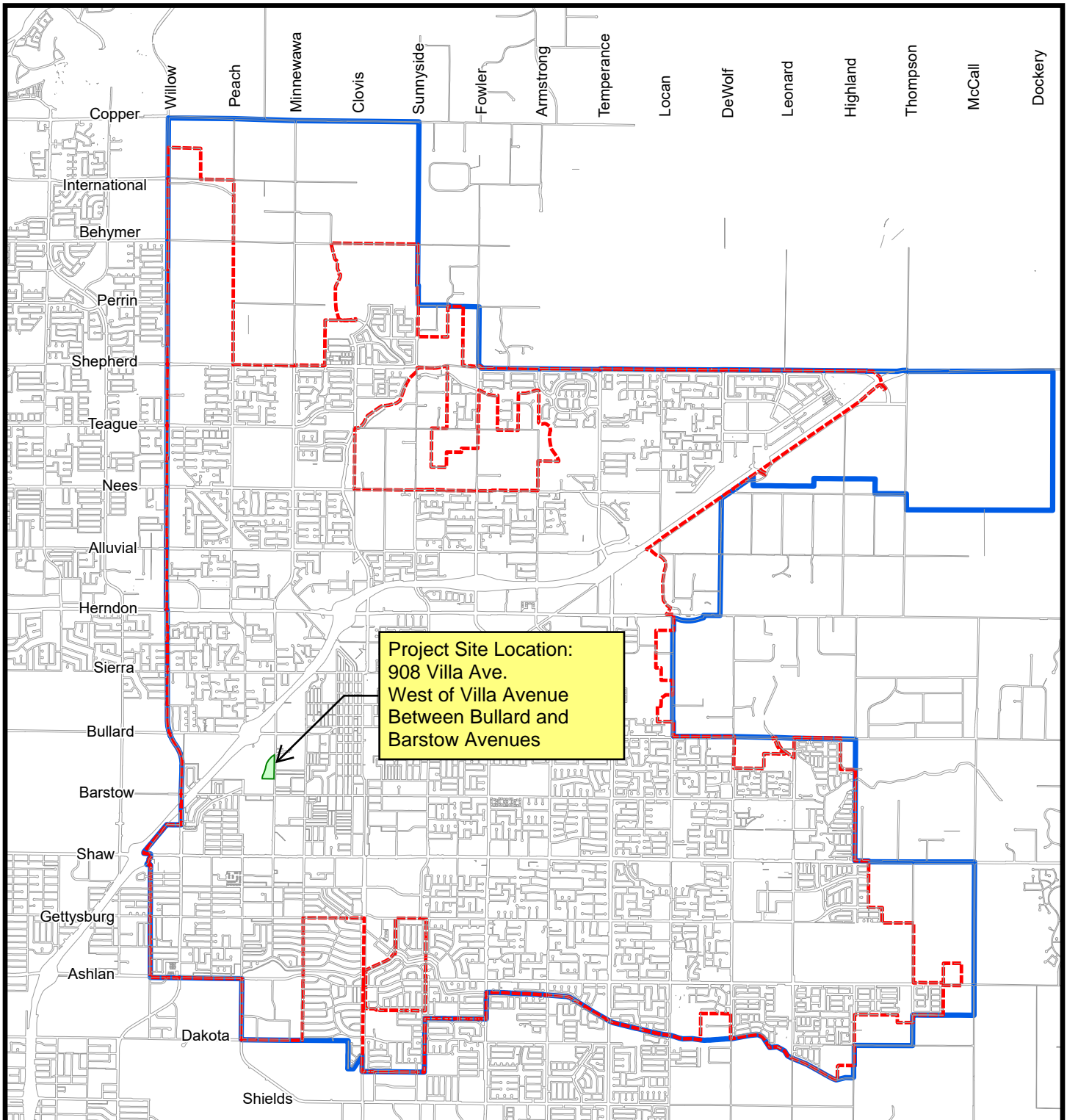
Prepared by: Haya Qutob, Project Engineer

Reviewed by: City Manager AK



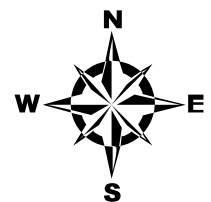
# VICINITY MAP

CIP 23-18 Letterman Dog Park



## ATTACHMENT 1

  CITY LIMITS   SPHERE OF INFLUENCE



Haya Qutob



Print Date: January 23, 2025





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: February 4, 2025

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of Two (2) Refuse Automated Side-Loading Bodies from AMREP, INC. Using the Sourcewell Purchasing Contract in the Total Amount of \$372,958, Including Installation.

ATTACHMENTS: None

### RECOMMENDATION

For the City Council to approve waiving the City's formal bidding requirements and authorize purchasing two (2) refuse automated side-loading (ASL) bodies from AMREP, INC. using the Sourcewell Purchasing Contract in the total amount of \$372,958, including installation.

### EXECUTIVE SUMMARY

There are funds in this fiscal year's Fleet Renewal budget to purchase two (2) replacement refuse trucks for the Public Utilities Department Solid Waste Division. Funds collected will be utilized to overhaul two (2) existing back-up automated side-loading (ASL) trucks to restore them to front-line vehicles. Overhauling existing vehicles creates an estimated savings of \$270,000 over purchasing new. The competitively bid price of \$372,958, including installation and tax, is from AMREP, INC. using the Sourcewell Purchasing Contract.

The Sourcewell Purchasing Contract, formerly the National Joint Powers Alliance (NJPA) Contract, is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with state statutes.

### BACKGROUND

The recommended replacement refuse ASL bodies are available from AMREP, INC. and meet the Department's requirements. The vehicle bodies are available to be ordered and will be built according to Public Utilities Department Solid Waste Division needs.

The Fleet Fund includes a vehicle and equipment replacement program where the different divisions within City departments budget for and contribute a set amount of money annually for the future scheduled replacement of a vehicle or piece of equipment. This allows each

department, and the divisions within the departments, to financially plan for the large capital expense of purchasing new vehicles and equipment that need to be replaced due to age, wear and tear, or to meet regulatory requirements. Depending on the condition and need of the vehicle or equipment being replaced, it will be moved from front-line operation and may be kept as a back-up, or it will be auctioned off in the City's vehicle and equipment surplus program.

**FISCAL IMPACT**

Funds were included in the 2024-2025 Fleet Capital Acquisition budget, often referred to as the Fleet Renewal or Fleet Replacement budget. The Solid Waste Division within the Public Utilities Department has accumulated the necessary funds for replacement of the equipment.

**REASON FOR RECOMMENDATION**

Sufficient replacement funds have been collected, and the existing equipment has been in service for over 12 years and is scheduled for replacement. Funds collected will be utilized to overhaul two (2) back-up refuse trucks. Once the overhauls are complete, the trucks will be placed in front-line service and original replacement trucks will be placed in back-up service. Staff have evaluated the available equipment, and it meets the needs of the Public Utilities Department Solid Waste Division. The proposed method of purchasing the equipment is cost-effective and sufficient funds are available.

**ACTIONS FOLLOWING APPROVAL**

Purchase orders will be prepared for the City Manager's approval and sent to the vendor.

**CONFLICT OF INTEREST**

None.

Prepared by: Jim Stringfield, Fleet Manager

Reviewed by: City Manager *AA*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: February 4, 2025

SUBJECT: Consider Adoption – **Ord. 25-01**, an Ordinance Repealing Ordinance 24-16 Amending Section 2.1.01 of Chapter 2 of Title 2 of the Clovis Municipal Code Relating to City Council Meeting Day and Time Adopted on November 12, 2024. (Vote: 3-2 with Mayor Pro Tem Pearce and Councilmember Bessinger voting no)

**Staff:** Briana Parra, City Clerk

**Recommendation:** Adopt

ATTACHMENTS: None.

This item is on the regular agenda because at introduction it was approved with a less than unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: February 4, 2025

SUBJECT: Consider Approval – Award Recycling and Organic Material Collection, Processing, and Marketing Services Agreement to Mid Valley Disposal; and Authorize the City Manager to Execute the Agreement on Behalf of the City.

**Staff:** Glenn Eastes, Assistant Public Utilities Director

**Recommendation:** Approve

ATTACHMENTS: 1. Proposal  
2. Agreement

### RECOMMENDATION

For the City Council to award a recycling and organic material collection, processing, and marketing services agreement to Mid Valley Disposal, and to authorize the City Manager to execute the agreement, in substantially the same form as attached, on behalf of the City.

### EXECUTIVE SUMMARY

The City of Clovis currently contracts with Republic Services to provide collection, processing, and marketing services for recyclable materials and organics. This contract is set to expire on July 31, 2025. To ensure a competitive process for obtaining the best price and service proposal, and to allow time for a potential transition and continuity of service if a new vendor was selected, City staff – with the assistance of HF&H Consultants – prepared and issued a Request for Proposals (RFP) on October 16, 2024, for recycling and organic material collection, processing, and marketing services. The proposal was for a 10-year service contract beginning on August 1, 2025, and includes an additional 3-year term should the City elect that option at the end of the initial contract term.

Staff received proposals from three (3) prominent and capable service providers: Republic Services, Mid Valley Disposal, and Caglia Environmental. Staff conducted an extensive review of each proposal, including interviewing each proposer to gain a comprehensive understanding of the services offered in their proposals and calling several listed references for each proposer. Staff then scored all three proposals based on qualifications, ability to perform, proposed costs,

and overall responsiveness. Staff ranked Mid Valley Disposal the highest and best value for the required services. Staff believe Mid Valley's proposal is the most cost-effective and would not cause an immediate need to increase customer rates and go through the Proposition 218 rate increase public noticing and protest hearing process.

As a result, staff recommend awarding a 10-year contract for recycling and organic material collection, processing and marketing services to Mid Valley Disposal, beginning on August 1, 2025.

## **BACKGROUND**

The Legislature of the State of California enacted the California Integrated Waste Management Act of 1989 (AB 939) that requires local agencies to make adequate provisions for solid waste handling within their jurisdictions.

Public Resources Code Section 40059 allows the City to provide collection and recycling services through contract, franchise, or permit, with or without competitive bidding. Staff chose to issue a Request for Proposal (RFP) to ensure that Clovis residents and the City were receiving the best value possible. Staff chose the option of using an RFP to evaluate the full credentials of the proposers and not to award on cost savings alone. Staff received approval from Council on July 1, 2024, to use the firm HF&H Consultants (HF&H) to assist in preparation and processing of the RFP. The RFP was issued on October 16, 2024, and the City received proposals for services from three well-qualified companies: Mid Valley Disposal, Caglia Environmental, and Republic Services.

The proposals were evaluated on proposer qualifications, technical ability and capability, exception to the provided terms, costs, predictability of rate stability, and customer satisfaction. This evaluation was based on the criteria outlined in the RFP. Interviews with the proposers were conducted on December 10 and 11, 2024, in which each proposer provided an opening presentation, responses and clarifications to staff questions, and a closing statement. They were also each given the opportunity to specifically address questions related to their proposals by submitting additional information within the following weeks that they thought would be beneficial to staff's evaluation.

Staff evaluated the proposals based on the criteria described in the RFP. The following is a summary of staff's evaluation:

### Proposer Qualifications (Experience, Key Personnel, Past Performance)

Mid Valley Disposal began serving the Central Valley in 1997 and has grown to become the largest operating hauler in the region. They currently manage 31 franchise agreements and provide services to 80,000 residential customers. Their leadership team possesses extensive experience and have been with the company for a significant period of time.

Caglia Environmental, a locally owned business with over 85 years of service to the community, has its largest contract in Madera County, where it serves 13,000 residential customers. Their

leadership team possess extensive experience and have been with the company for a significant period of time.

Republic Services, the second-largest waste management company in the nation, has seen its presence in the Central Valley decline. The only two Cities that they provide services to in the area are the City of Salinas and the City of Clovis.

#### Technical Proposal (Implementation, Operations, Equipment, Public Education, Customer Service)

Mid Valley Disposal presented a solid and practical transition plan, demonstrating extensive experience in this type of operation. References indicated they achieved highly successful transitions in each of the several jurisdictions where they have transitioned to providing service under similar contracts. They are well-equipped for the transition and anticipate the arrival of a new fleet of trucks before the contract begins, although servicing Clovis under this contract is not dependent on the arrival of the new fleet. Staff determined Mid Valley Disposal had the best public education plan and their customer service proposal ranked very high.

Caglia Environmental also presented a good transition plan. Staff found that the successful timing and implementation of their proposed transition plan included some dependency on new trucks to service Clovis under this contract arriving prior to the contract start date in August 2025. This was not scored against them as the City was aware that fleet purchases could be a timing issue and staff were prepared for potential delays in the contract start date. Their recent transition experience has also been successful but is limited to only one jurisdiction (unincorporated Madera County), where they received positive feedback for effectively managing a complex transition scenario. Staff determined Caglia's proposal on public education was very good as well as their customer service plan.

Republic Services requires the least preparation for the transition, as the majority of the necessary equipment is already in place. However, they would need to expand organics and recycling services for commercial customers, which has been a challenge under the current contract. The current management team is experienced but has been overseeing this contract for less than two years, following a period of high turnover over the past six years. Staff determined Republic proposed adequate public education but their customer service plan ranked lower than the other two companies.

#### Exceptions to Proposed Contract Terms

Contract exceptions are statements or requests added by the proposer that limit or change the intent of contract provision or requirement. Mid Valley and Caglia scored high in this category because they did not propose significant exceptions to the City's draft agreement included in the Request for Proposal. For the most part, they were agreeable to all contract terms as required in the Request for Proposal. Republic scored lower because they proposed the most exceptions to the City's draft agreement.

### Costs (Reasonableness, Competitiveness)

The cost of service has increased significantly over the years. This is largely due to inflation and requirements of SB 1383 (collection and disposal of organic material) implementation. Staff anticipated the potential increase in cost of a new contract, including the continued implementation of the previously authorized 4% annual increase to the recycling and organics rates permitted by ordinance. The revenue generated from customer fees for recycling and organics services has historically covered the contract amount the City pays Republic to provide these services, and also covered the other City costs and expenses related to providing recycling and organics collection and disposal services.

Mid Valley Disposal proposed the lowest rate, which is 20% higher than the City's current contract. Caglia Environmental's proposal reflected a 45% increase compared to the current contract. Republic Services proposed the highest rate, with a 79% increase to current contract. Anticipating the continued implementation of the authorized 4% rate increase, the projected City revenue from customer fees is estimated to cover the City's cost of the Mid Valley contract. As a result, staff have determined the City will not need to increase customer rates if the contract is awarded to Mid Valley Disposal. The previously authorized 4% ongoing annual increase to residential customer rates is sufficient to cover the additional costs proposed by Mid Valley Disposal. However, if the contract were to be awarded to Caglia Environmental or Republic Services, customer rates would need to be increased more than the authorized 4% annual increase to cover the higher contract costs. Such a rate increase would require the City to conduct the Proposition 218 public noticing and public protest hearing before considering and approving the necessary rate increases.

The table below shows the annualized cost for the City of Clovis for provisions of residential services. Commercial services are billed directly to customers by the service provider. These services are not included in the rates below. All proposals for Commercial services essentially offer the same rate by contractual limits, equating to 60% of the City's refuse bin rate as established in the Request for Proposal (RFP).

<u>Annualized Cost for the City of Clovis</u>			
	Annual Cost *	% Increase to Current Cost	218 Rate Increase Required
Current Contract	\$ 4,599,210.00	-	-
Mid Valley Disposal	\$ 5,510,245.00	20%	No
<b>Projected City Revenue</b>	<b>\$ 5,510,419.00</b>	-	-
Caglia Environmental	\$ 6,661,800.00	45%	Yes
Republic Services	\$ 8,240,795.00	79%	Yes
* Values Calculated reflect estimated payments to contractor by the City for provisions of residential services.			



### Predictability (Assurance, Operations)

Mid Valley Disposal received the highest praise for assurance, reliability, and rate stability. They are the only hauler in Fresno County who charges customers less than the maximum allowable rate. Their requested rate increases in other jurisdictions have been deemed reasonable, and they are known for being easy to work with. Additionally, their handling of customer service complaints has been commendable.

Caglia Environmental also earned strong references for their collection reliability, responsiveness to customer complaints, and their fair and reasonable approach to rate increase requests.

Republic Services has faced challenges in recent years with collection reliability and customer satisfaction, as noted by the City of Clovis and other references. However, the current management team has made notable improvements over the past year in addressing these issues.

### Summary of Evaluations

Based on the evaluation of the three proposals summarized above, staff recommend awarding the contract to Mid Valley Disposal. They have extensive experience providing recycling and organics services in the Central Valley, received positive feedback for their transition plans and service reliability, and their proposed costs fall within a range that allows the City to award the contract without requiring a Proposition 218 rate increase at this time.

### **FISCAL IMPACT**

Mid Valley Disposal's proposed contract to provide collection, processing, and marketing services for recyclable materials and organics fits within the City's current rate and generated revenue from residential customers. Contract costs will increase at a rate tied to the Consumer Price Index (CPI) but not to exceed the maximum rate of 4% in any year. Generally, contract rate increases have been lower than the contract stated maximum. Collection revenue should increase at a rate of 4% with Council approval and should be stable with contract and administration costs. At this time, a rate increase to customers would not be required if the contract is awarded to Mid Valley Disposal.

### **REASON FOR RECOMMENDATION**

Of the three proposals received, Mid Valley Disposal's proposal presents the best value for City residents and City operations. Their proposal is cost-effective and assures that the implementation and transition for the services are seamless and problem-free as indicated in their proposal and from the feedback received by the references.

### **ACTIONS FOLLOWING APPROVAL**

If approved, the City Manager will execute the contractual agreement with Mid Valley Disposal in substantially the same form as attached. The attached agreement is in draft form as staff await consideration by Council to award the contract to the recommended proposer. The agreement will be finalized for content and format after incorporating the information from the awarded

proposal. Should there be any substantial changes to the agreement, it will be brought back to Council for consideration of approval.

**CONFLICT OF INTEREST**

None.

Prepared by: Glenn Eastes, Assistant Public Utilities Director

Reviewed by: City Manager AA



# MID VALLEY DISPOSAL

**CLOVIS**  
GATEWAY TO THE SIERRAS



## GENERATIONS OF EXPERIENCE

**Corporate Office**  
15300 W Jensen Ave  
Kerman, CA 93630





**MID VALLEY  
DISPOSAL**  
WWW.MIDVALLEYDISPOSAL.COM

November 12, 2024

City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Proposal for Recyclable Materials and Organic Materials Services

It is with considerable pride that Mid-Valley Disposal, LLC hereby submits its proposal for the above referenced collection and processing services for the City of Clovis.

We received and reviewed the City's request for proposal, including its contents, attachments, and all addenda. We have also conducted due diligence to confirm material facts upon which this proposal is based.

The name of the entity to execute an agreement with the City of Clovis is Mid-Valley Disposal, LLC. As President and CEO, I, Joseph Kalpakoff, am duly authorized to execute a Franchise Agreement on behalf of Mid-Valley Disposal, LLC, and I certify that I am the contact person in reference to this submittal. You may contact me at:

15300 W Jensen Ave  
Kerman, CA 93630

(559) 237-9425 or (559) 842-9436  
JosephK@midvalleydisposal.com

On behalf of Mid Valley Disposal, I sincerely thank you for your consideration and look forward to partnering with the City of Clovis.

Sincerely,

Joseph Kalpakoff  
President / CEO  
Mid Valley Disposal

15300 W. Jensen Ave. Kerman, CA 93630 | (559) 237-9425



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## Introduction: **Executive Summary**

Mid Valley Disposal is excited at the opportunity to serve the City of Clovis. The people that make up Mid Valley Disposal are passionate and enthusiastic about the waste and recycling industry. Our commitment goes beyond simply collecting trash. We strive to be a strong partner throughout the community.

We are confident that reviewing this proposal will address the service needs, as well as added value services, for the City of Clovis and its residents. Key takeaways will include:



- **Commitment to service from a locally owned and operated family company**



- **MVD's experience and proven track record for municipal operations and transitions**



- **Guaranteed organics processing capacity at our Kerman facility**

## Locally Owned and Operated



Founded in 1997, Mid Valley Disposal (MVD) is the leading locally owned and operated company that provides recycling, organics, and solid waste services in the Central Valley. The Kalpakoff family has four generations of experience in successfully operating a solid waste management company in California. Today, MVD is led by brothers Joseph and Jonathan Kalpakoff (fourth generation). With over 400 employees, MVD provides exclusive collection services to 36 local jurisdictions and is permitted to provide collection services in Fresno, Merced, Madera, Kings, and Tulare counties.



Our presence in the Central Valley is unmatched and our local knowledge plays a key role in our ability to deliver excellent service. In the search for an exclusive provider, it is important to know the company will honor your community goals and values.

We appreciate the City's consideration of our proposal and look forward to partnering with the residents and businesses of Clovis.



## Value Added Services

Mid Valley Disposal is proud to offer the following value-added services to the City of Clovis. The services outlined below are included as part of the provided rates.

- **New Equipment**

Collection vehicles will meet the model and GPS requirements outlined in the RFP.

- **High School Programs – Environmental Clubs**

Mid Valley Disposal will support high school clubs focused on environmental activities with financial and technical assistance.

- **Compost**

Our CDFA certified organic Kerman's Best Compost can be available at City's annual compost event.

- **Christmas Tree Disposal**

Natural Christmas trees can be disposed of in the organics container during the three weeks following December 25th.

## Recycler of the Year

Mid Valley Disposal selects a *Recycler of the Year*, chosen from local businesses that demonstrate exceptional commitment to recycling and sustainability efforts. We recognize these businesses at city council meetings or business awards dinners.

# CEO STATEMENT

*Joseph Kalpakoff*

We have an obligation to support local community initiatives in the places we live and work. We feel honored to do our part in making the Central Valley a better place to live, work, and play. To us, that is the true meaning of “Locally Owned and Operated.”

***MVD is committed to purchasing locally, building sustainable infrastructure, and reinvesting back into the communities we serve.***





## Family owned...family focused

Jay Kalpakoff had a simple business philosophy

“treat employees like family.”

His legacy of service to employees continues today in the many programs that create a culture of recognition and appreciation at Mid Valley Disposal.

## Founder's Day Picnic at Wild Water

Over 1,500 friends and family gather for a day of celebration that includes food, fun, and camaraderie. The day culminates with recognition of our longest serving employees and a serious, but friendly “Taco Throwdown” competition between our operations teams!

## Employee Engagement

Mid Valley Disposal promotes a “servant leadership” culture. Through various events planned throughout the year, leaders stay connected with employees and their families, acknowledging that they are the keys to MVD's success.

## Scholarship Program

Each year, MVD awards financial support to employees and eligible family members in their personal pursuit for higher education and enhanced skills training.

## Employee Recognition

Years of service milestones aren't the only things MVD celebrates. When employees proactively take action or go above and beyond their role as an essential worker, leaders and colleagues take notice. From exemplary safety records to outstanding customer support, MVD feels it is important to acknowledge employees for their front-line responses.





(L to R: Jonathan, Tatiana, Harrison, Natalie, Joseph)

**The Kalpakoff family** has owned and operated solid waste and recycling businesses in California for four generations. Mid Valley Disposal was formed in 1997 to provide solid waste hauling services in Fresno County and the Central Valley. Today, Joseph and Jonathan Kalpakoff serve as President and Executive Vice President of the Company and are involved in all aspects of day-to-day operations.

Mid-Valley Disposal, LLC (MVD, LLC) is the legal entity that will execute an agreement with the City. MVD, LLC is a manager managed California limited liability company formed in 2014 to accommodate the growth and expansion of hauling operations in the Central Valley. The company maintains all required permits and filings to conduct business in California. MVD, LLC is a wholly owned subsidiary of Mid-Valley Disposal Holdings, LLC, which is owned by Joseph Kalpakoff and Jonathan Kalpakoff.

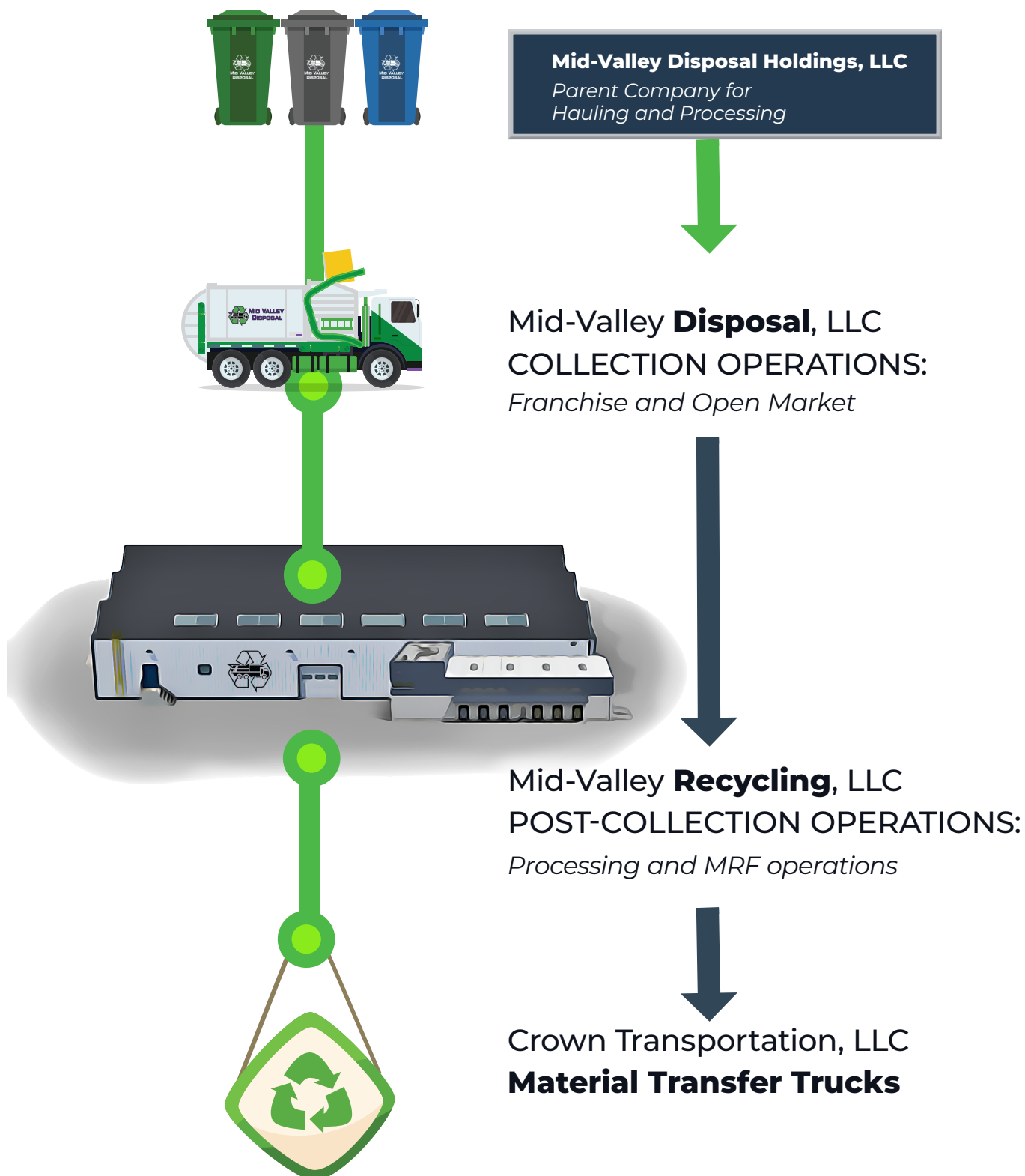
Mid-Valley Recycling, LLC and Crown Transportation, LLC are related companies that support different functions in providing vertically integrated services. Mid-Valley Recycling, LLC owns and operates recycling and organics processing facilities and is also a wholly owned subsidiary of Mid-Valley Disposal Holdings, LLC. Crown Transportation owns and operates tractors and trailers for the transportation of materials from transfer stations to landfills and processing sites. All related companies are owned by Joseph Kalpakoff and Jonathan Kalpakoff.



## 1.A: Corporate Structure

The company maintains credit facilities with BMO (formerly Bank of the West) that provide revolving credit for asset acquisition and working capital. BMO is the only creditor with outstanding debt greater than 10% of the company's total assets, as evident in the financial statements provided.

*The diagram below illustrates the overall corporate structure.*



## 1.B: Description of Proposer's Collection Experience



SERVICED SINCE:

2000

## City of Avenal

CONTACT:

**ANTONY LOPEZ, CITY MANAGER**

(559) 386-5766 | 919 Skyline Blvd, Avenal, Ca 93204

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing, Senior pick up clean up event

CUSTOMER COUNT:

**1,915****43****81**

TONS COLLECTED:

**4,426**

TONS DIVERTED:

**1,265**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 1 ASL**

SERVICED SINCE:

2008

## Armona Community Service District

CONTACT:

**KRYSTAL FOX, OFFICE MANAGER**

(559) 584-4542 | 10956 14th Ave, Armona, Ca 93202

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**1,316****2****42**

TONS COLLECTED:

**2,171**

TONS DIVERTED:

**766**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 1 ASL**

SERVICED SINCE:

2008

## City of Kerman

CONTACT:

**JOHN JANSONS, CITY MANAGER**

(559) 846-9384 | 850 S Madera Ave, Kerman, Ca 93630

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**3,550****51****218**

TONS COLLECTED:

**9,301**

TONS DIVERTED:

**3,215**

VEHICLES DISPATCHED PER DAY:

**2 FEL; 3 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:

2009

## City of Firebaugh

CONTACT:

**BEN GALLEGOS, CITY MANAGER**

(559) 659-2043 | 1133 P St, Firebaugh, Ca 93622

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**1,543****37****129**

TONS COLLECTED:

**4,532**

TONS DIVERTED:

**1,432**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**

SERVICED SINCE:

2011

## City of Fresno

CONTACT:

**AHMAD ALKHAYYAT, SOLID WASTE DIRECTOR**

(559) 621-1801 | 1325 El Dorado St, Fresno, Ca 93706

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**-****3,618****4,008**

TONS COLLECTED:

**67,868**

TONS DIVERTED:

**13,102**

VEHICLES DISPATCHED PER DAY:

**20 FEL; 5 ASL**

SERVICED SINCE:

2011

## Latona Community Service District

CONTACT:

**DANIEL CHAPA, GENERAL MANGER**

(559) 923-4802 | 20798 E Latonia St, Laton, Ca 93242

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**360****6****66**

TONS COLLECTED:

**882**

TONS DIVERTED:

**98**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 1 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:

2013

## City of Chowchilla

CONTACT:

**ROD PRUETT, CITY ADMINISTRATOR**

(559) 665-8615 | 130 S 2nd St, Chowchilla, Ca 93610

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**3,764****42****232**

TONS COLLECTED:

**8,570**

TONS DIVERTED:

**2,699**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**

SERVICED SINCE:

2013

## Riverdale Community Service District

CONTACT:

**SALLIE OCKEY, OFFICE MANAGER**

(559) 867-3838 | 20896 Malsbary Ave, Riverdale, Ca 93656

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**827****-****86**

TONS COLLECTED:

**1,527**

TONS DIVERTED:

**475**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**

SERVICED SINCE:

2013

## Stratford Community Service District

CONTACT:

**CARYN LARSON, OFFICE MANAGER**

(559) 947-3037 | 19681 Railroad St, Stratford, Ca, 93266

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**296****2****14**

TONS COLLECTED:

**623**

TONS DIVERTED:

**174**

VEHICLES DISPATCHED PER DAY:

**1 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED





SERVICED SINCE:

2013

## Tulare County Unincorporated

CONTACT:

**LUKE FELDSTEIN, PUBLIC WORKS**

(559) 624-7204 | 5955 S Mooney Blvd, Visalia, Ca 93227

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**2,907****10****814**

TONS COLLECTED:

**10,920**

TONS DIVERTED:

**1,986**

VEHICLES DISPATCHED PER DAY:

**2 FEL; 2 ASL**

SERVICED SINCE:

2014

## Biola Community Service District

CONTACT:

**ELAINE CERVANTES, GENERAL MANAGER**

(559) 843-2657 | 4925 N 7th Ave, Biola, Ca 93606

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**270****3****18**

TONS COLLECTED:

**835**

TONS DIVERTED:

**343**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 1 ASL**

SERVICED SINCE:

2000

## Kings County Unincorporated

CONTACT:

**PARVEEN SANDHU, EXECUTIVE DIRECTOR**

(559) 583-8829 | 7803 Hanford-Armona Rd, Hanford, Ca 93230

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**3,363****2****1,500**

TONS COLLECTED:

**10,566**

TONS DIVERTED:

**471**

VEHICLES DISPATCHED PER DAY:

**2 FEL; 2 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:

2014

## City of Exeter

CONTACT:

**ADAM ENNIS, CITY ADMINISTRATOR**

(559) 592-4539 | 137 N F St, Exeter, Ca 93221

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**3,032****200****242**

TONS COLLECTED:

**6,246**

TONS DIVERTED:

**2,420**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 3 ASL**

SERVICED SINCE:

2014

## City of Farmersville

CONTACT:

**STEVE HUNTLEY & JAY BROCK, CO-INTERIM CITY MANAGERS**

(559) 747-0458 | 909 W Visalia Rd, Farmersville, Ca 93223

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**2,347****21****130**

TONS COLLECTED:

**5,834**

TONS DIVERTED:

**2,046**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 3 ASL**

SERVICED SINCE:

2014

## City of Kingsburg

CONTACT:

**ALEXANDER J. HENDERSON, CITY MANAGER**

(559) 897-5821 | 1401 Draper St, Kingsburg, Ca 93631

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**3,424****376****257**

TONS COLLECTED:

**8,328**

TONS DIVERTED:

**3,493**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 3 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:

2014

## City of Lindsay

CONTACT:

**DAYMON QUALLS, CITY MANAGER**

(559) 562-7102 | 251 E Honolulu St, Lindsay, Ca 93247

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**2,375**
**32**
**208**

TONS COLLECTED:

**6,396**

TONS DIVERTED:

**1,809**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 3 ASL**

SERVICED SINCE:

2014

## City of Madera

CONTACT:

**ARNOLDO RODRIGUEZ, CITY MANAGER**

(559) 661-5402 | 205 W 4th St, Madera, Ca 93637

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**14,816**
**292**
**738**

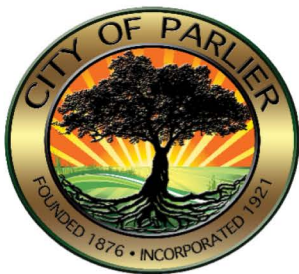
TONS COLLECTED:

**37,485**

TONS DIVERTED:

**12,062**

VEHICLES DISPATCHED PER DAY:

**5 FEL; 6 ASL**

SERVICED SINCE:

2014

## City of Parlier

CONTACT:

**DAVID J DEL BOSQUE, PUBLIC WORKS DIRECTOR**

(559) 646-3700 | 780 Tulare St., Parlier, CA 93648

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**2,763**
**25**
**119**

TONS COLLECTED:

**7,905**

TONS DIVERTED:

**2,366**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED





SERVICED SINCE:

2014

## City of Sanger

CONTACT:

**NATHAN OLSON, CITY MANAGER**

(559) 876-6300 | 1700 7th St, Sanger, Ca 93657

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**6,314****563****325**

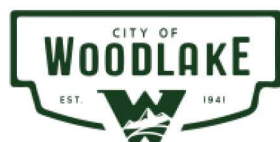
TONS COLLECTED:

**14,682**

TONS DIVERTED:

**5,707**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 4 ASL**

SERVICED SINCE:

2014

## City of Woodlake

CONTACT:

**RAMON LARA, CITY ADMINISTRATOR**

(559) 564-8055 | 350 N Valencia Blvd, Woodlake, Ca 93286

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**1,742****29****133**

TONS COLLECTED:

**4,449**

TONS DIVERTED:

**1,591**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 1 ASL**

SERVICED SINCE:

2021

## City of Los Banos

CONTACT:

**CHARLES BERGSON P.E., OPERATIONS SUPERVISOR, PUBLIC WORKS**

(209) 587-0987 | 411 Madison Ave, Los Banos, Ca 93635

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**12,532****530****500**

TONS COLLECTED:

**24,337**

TONS DIVERTED:

**8,053**

VEHICLES DISPATCHED PER DAY:

**5 FEL; 7 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED





SERVICED SINCE:

2021

## City of Dos Palos

CONTACT:

**DEWAYNE JONES, CITY MANAGER**

(209) 392-2174 | 2174 Blossom St, Dos Palos, Ca 93620

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**1,636****60****109**

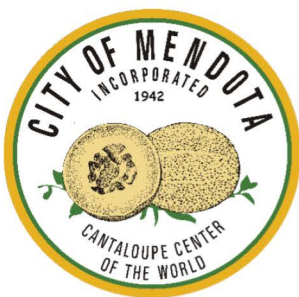
TONS COLLECTED:

**3,144**

TONS DIVERTED:

**1,017**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**

SERVICED SINCE:

2003

## City of Mendota

CONTACT:

**CRISTIAN GONZALEZ, CITY MANAGER**

(559) 655-4298 | 643 Quince St, Mendota, Ca 93640

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**1,885****108****145**

TONS COLLECTED:

**6,744**

TONS DIVERTED:

**1,719**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 2 ASL**

SERVICED SINCE:

2021

## City of Reedley

CONTACT:

**NICOLE ZIEBA, CITY MANAGER**

(559)-637-4200 | 845 G St, Reedley, Ca 93654

SERVICES PROVIDED:

Recyclable materials collection &amp; processing, organic materials collection &amp; processing

CUSTOMER COUNT:

**5,509****616****364**

TONS COLLECTED:

**14,763**

TONS DIVERTED:

**5,841**

VEHICLES DISPATCHED PER DAY:

**1 FEL; 3 ASL**SINGLE - FAMILY  
CUSTOMERS SERVEDMULTI - FAMILY  
CUSTOMERS SERVEDCOMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:  
2022

## City of Gustine

CONTACT:

**NIRORN THAN, CITY MANAGER**

(209) 854-9403 | 352 5th St Gustine, Ca 95322

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



1,742



209



80

TONS COLLECTED:

3,220

TONS DIVERTED:

1,442

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL



SERVICED SINCE:  
2023

## City of Atwater

CONTACT:

**JUSTIN VINSON, PUBLIC WORKS DIRECTOR**

(209) 357-6300 | 750 Bellevue Rd, Atwater, Ca 95031

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



7,107



1,485



358

TONS COLLECTED:

18,053

TONS DIVERTED:

5,085

VEHICLES DISPATCHED PER DAY:

2 FEL; 5 ASL



SERVICED SINCE:  
2024

## City of Selma

CONTACT:

**MICHAEL HAAN, PUBLIC WORKS DIRECTOR**

(559) 891-2216 | 1710 Tucker St, Selma, CA 93662

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



5,247



413



394

TONS COLLECTED:

4,756

TONS DIVERTED:

1,584

VEHICLES DISPATCHED PER DAY:

2 FEL; 4 ASL



SINGLE - FAMILY  
CUSTOMERS SERVED



MULTI - FAMILY  
CUSTOMERS SERVED



COMMERCIAL  
CUSTOMERS SERVED



SERVICED SINCE:  
2024

### City of Orange Cove

CONTACT:

**DANIEL PARRA, CITY MANAGER**

(559) 626-4488 | 633 Sixth Street, Orange Cove, Ca 93646

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



1,481



72



104

TONS COLLECTED:

1,727

TONS DIVERTED:

489

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL



SERVICED SINCE:  
2003

### City of San Joaquin

CONTACT:

**ELIZABETH NUNEZ, CITY MANAGER**

(559) 693-4311 | 21900 W Colorado Ave, San Joaquin, Ca 93660

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



566



11



68

TONS COLLECTED:

2,093

TONS DIVERTED:

594

VEHICLES DISPATCHED PER DAY:

1 FEL; 2 ASL



SERVICED SINCE:  
2004

### City of Coalinga

CONTACT:

**MARISSA TREJO, CITY MANAGER**

(559) 935-1531 | 155 W. Durian, Coalinga, Ca 93210

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



3,267



111



229

TONS COLLECTED:

7,000

TONS DIVERTED:

2,425

VEHICLES DISPATCHED PER DAY:

2 FEL; 2 ASL



SINGLE - FAMILY  
CUSTOMERS SERVED



MULTI - FAMILY  
CUSTOMERS SERVED



COMMERCIAL  
CUSTOMERS SERVED





SERVICED SINCE:  
2004

## City of Huron

CONTACT:

**VIRGINIA PENALOZA, CITY MANGER**

(559) 945-2241 | 36311 Lassen Ave, Huron, Ca 93234

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



651



19



133

TONS COLLECTED:

3,410

TONS DIVERTED:

548

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL



SERVICED SINCE:  
2006

## Fresno County Unincorporated

CONTACT:

**ANNIE SHELTON, PRINCIPAL STAFF ANALYST**

(559) 600-4497 | 2220 Tulare St, 6th Fl, Fresno Ca 93721

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



5,853



11



3,847

TONS COLLECTED:

31,468

TONS DIVERTED:

6,244

VEHICLES DISPATCHED PER DAY:

4 FEL; 4 ASL



SERVICED SINCE:  
2006

## Home Garden Community Service District

CONTACT:

**LATOYA TATE, DISTRICT MANAGER**

(559) 582-3211 | 11677 2nd Pl, Hanford, Ca 93230

SERVICES PROVIDED:

Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:



465



-



7

TONS COLLECTED:

828

TONS DIVERTED:

116

VEHICLES DISPATCHED PER DAY:

1 FEL; 1 ASL



SINGLE - FAMILY  
CUSTOMERS SERVED



MULTI - FAMILY  
CUSTOMERS SERVED



COMMERCIAL  
CUSTOMERS SERVED





SERVICED SINCE:  
2006

## Kettleman Community Service District

CONTACT:  
**ROSA MALDONADO, OFFICE MANAGER**  
(559) 386-5866 | 110 General Petroleum Ave, Kettleman City, Ca 93239

SERVICES PROVIDED:  
Recyclable materials collection & processing, organic materials collection & processing

CUSTOMER COUNT:  
 **312**       **4**       **31**

TONS COLLECTED: <b>920</b>	TONS DIVERTED: <b>112</b>	VEHICLES DISPATCHED PER DAY: <b>1 FEL; 1 ASL</b>
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SINGLE - FAMILY  
CUSTOMERS SERVED



MULTI - FAMILY  
CUSTOMERS SERVED



COMMERCIAL  
CUSTOMERS SERVED



CIVIC CENTER  
750 BELLEVUE ROAD  
ATWATER, CALIFORNIA 95301  
(209) 357-6310

To Whom It May Concern:

Mid-Valley Disposal has been the City of Atwater's solid waste service provider since 2023. Over the past two years, Mid Valley has been an excellent solid waste service provide. They have been instrumental in assisting the city with the implementation of Senate Bill 1383 as well as previous mandates and regular service.

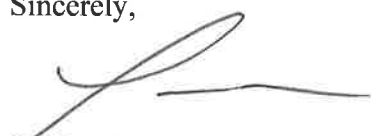
The City of Atwater has over 7,000 single family homes with a 3-cart recycling program along with over 300 businesses that are offered recycling programs. The City of Atwater had a 2-cart system before entering a contract with Mid-Valley Disposal. The transition from a 2-cart system to a 3-cart system as well as the transition from haulers was extremely smooth because of the outreach and communication by Mid-Valley Disposal.

Mid-Valley offers full-time recycling coordinators that have been essential in assisting the city in compliance with Senate Bill 1383. If any issues arise or meetings with Cal Recycle are requested, Mid-Valley has a team of employees ready to assist the City with support.

Mid-Valley has been an excellent service provider and has been one of the larger supporters in the community. Their assistance with various community groups and community events has created a great partnership throughout the city.

One of the biggest compliments that can be given to Mid-Valley is how good their communication with the city is. There is never any instance where the city must wait to talk to someone from Mid-Valley, and that's from the top down, from the owners, to supervisors, and all the way to the office staff. If you have any questions regarding Mid-Valley Disposal, please do not hesitate to contact me.

Sincerely,



Justin Vinson  
Director of Public Works  
City of Atwater

**Department of Public Utilities**

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Solid Waste Management Division  
1325 El Dorado Street  
Fresno, California 93706-2014  
559-621-1452 – FAX 559-266-1009  
[www.fresno.gov/SolidWaste](http://www.fresno.gov/SolidWaste)

October 24, 2024

**Sent Via Email Only**

Office of City Clerk  
City of Clovis  
1033 Fifth St  
Clovis, CA 93612

**SUBJECT: LETTER OF RECOMMENDATION FOR MID VALLEY DISPOSAL**  
**RFP City of Clovis**

To whom It May Concern.

On behalf of the City of Fresno, I am pleased to provide this Letter of Recommendation for Mid Valley Disposal (MVD) as they seek the opportunity to provide solid waste services to the City of Clovis. MVD is a family-owned business that has worked hard to become a premier fully integrated solid waste company. In my present role as Assistant Director, and in my former capacity in the solid waste/recycling industry as Public Works Director, I can attest first-hand to the fact that MVD has the experience, capacity, and the concern for the environment to make them an ideal choice to serve the City of Clovis.

MVD is the exclusive solid waste, green waste and recycling service provider for multi-family, commercial, and industrial services in the City of Fresno for the past thirteen years. The family business has flourished in large part due to their excellent services to our residents and businesses.

We have relied on MVD's expertise in assisting the city in meeting all State required recycling goals. Most recently, they implemented a highly successful multi-family/apartment complex organics recycling program. The success of the program was due to outreach staff that spent time at each complex educating residents on the importance of recycling.

October 24, 2024  
Page 2 of 2

Staying abreast of new laws and regulations, as well as the need for comprehensive monitoring and reporting systems are just a few of the areas where MVD excels. Their knowledgeable and competent staff conduct waste audits for commercial customers, and they also provide new recycling program education. Some advantages of contracting with MVD include, but are not limited to, full access to a state-of-the-art recycling facility, timely responses to service requests and friendly customer service, fully trained and knowledgeable recycling coordinators, and the owners who are readily available.

This sincere recommendation of Mid Valley Disposal is made without reservation. If you have any questions, please feel free to contact me by phone (559) 621-1801 or by email at [Ahmad.Alkhayyat@Fresno.gov](mailto:Ahmad.Alkhayyat@Fresno.gov).

Sincerely,



**Ahmad Alkhayyat, PE, MBA**  
**Assistant Director**  
Department of Public Utilities  
Solid Waste Management Division  
**City of Fresno**





City of  
**Los Banos**  
*At the Crossroads of California*

*City of Los Banos  
Public Works Department  
Operations  
1015 F Street  
Los Banos, CA 93635  
Telephone: 209 827-7044*

October 30, 2024

City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

**RE: Letter of Recommendation**

Dear City of Clovis:

Mid Valley Disposal was awarded the Solid Waste contract with the City of Los Banos in November of 2020 and began service on July 1, 2021. The agreement includes the collection and processing of green waste and recycling to comply with SB 1383, AB 949, AB 1826, and other State requirements. The relationship is seen as a partnership between the City and Mid Valley Disposal, with common goals in mind. The goal of Mid Valley Disposal is to handle the Solid Waste needs of the City to an extent that we will not need to think about it on a daily basis, and they have met that goal.

The transition process went smoothly with Mid Valley Disposal providing a comprehensive schedule for the transition and updating that schedule as needed. Bi-weekly meetings were attended by all required staff and any issues that were identified were quickly dealt with. Their goal during the transition was to make the process as easy on City Staff and residents as possible and much time and effort went into every decision to that end.

The City has been satisfied with the service provided by Mid Valley and any issues that may arise are addressed until all are content with an outcome. Mid Valley Disposal has also sponsored, or co-sponsored, events within the City and have shown a willingness to be an active part of the community.

It has been a pleasure working with Mid Valley Disposal over the past three years, I see no reason to expect that to change in the future. I would recommend Mid Valley Disposal to the City of Clovis for any and all of your Solid Waste needs. Should you have any questions regarding the transition or the services provided by Mid Valley Disposal, then please do not hesitate to call me at (209) 827-7044 or email me at [carlos.granillo@losbanos.org](mailto:carlos.granillo@losbanos.org).

Sincerely,

Carlos Granillo  
Public Works Operations Manager



## OFFICE OF PUBLIC WORKS

Ismael Hernandez, Director

November 1, 2024

**SUBJECT: Letter of Recommendation**

To Whom It May Concern:

It is with great pleasure that I offer this letter of recommendation on behalf of Mid Valley Disposal, LLC. In April 2012, Mid Valley Disposal took over solid waste services for the City of Madera by acquiring the previous contractor, initially focusing on solid waste services only. In August 2018, they were awarded full responsibility for solid waste management in Madera, which expanded their role to include customer service, as well as cart replacement and repairs. Since then, Mid Valley Disposal has been instrumental in assisting the City with the implementation of CalRecycle's recycling and organics mandates citywide.

Mid Valley Disposal is dedicated to serving more than 13,746 single-family residences and 1,789 businesses weekly. Their committed staff, including recycling coordinators, work diligently to keep our City clean and ensure compliance with the State's rigorous diversion and reporting requirements.

The company also supported the City in implementing a three-cart program for mixed recycling and organics collection, fully aligned with SB 1383 standards. Their efforts have been critical in helping Madera comply with AB 341, AB 1826, and SB 1383. We are confident in their commitment as California continues to lead in recycling and environmental initiatives.

Mid Valley Disposal consistently provides exceptional service to Madera's residents and businesses.

If you have any questions regarding Mid Valley Disposal, please feel free to contact me at (559) 661-5466.

Sincerely,

Ismael Hernandez  
Public Works Operations Director

Madera City Hall, 205 W 4<sup>th</sup> Street, Madera, CA 93637  
PHONE: (559) 661-5400 • [www.madera.gov](http://www.madera.gov)



*City of Selma*  
1710 Tucker St, Selma, CA 93662  
(559) 891-2200

November 5th, 2024

Dear Mayor & Councilmembers,

I am writing to recommend the exceptional recycling and solid waste disposal services provided by Mid Valley Disposal. As Public Works Director, I have recently had the privilege to work with Mid Valley Disposal. Their exemplary hands-on service has significantly improved our recycling and solid waste collection programs.

Mid Valley Disposal's implementation plan was impressive. Transitioning services from a long-term incumbent hauler of over 15 years was seamless. Mid Valley Disposal collaborated with the outgoing contractor employing over 17,000 residential containers and 725 commercial containers which were service ready day one.

Furthermore, Mid Valley Disposal's recycling department has provided tremendous support to the City of Selma helping us meet and exceed all requirements of SB1383. Their commitment to meeting new state requirements has been impressive, with boots on the ground community outreach and education that has exceeded our expectations. Their commitment to a robust education plan undergirds the city's regulatory compliance challenges providing peace of mind and confidence in their services.

In an industry where responsiveness and the ability to adapt are key, Mid Valley Disposal has proven themselves as a front runner. They have promptly and effectively responded to service requests, adapting their schedule as needed to ensure minimal disruption to our city's operations.

Based on these experiences, I am happy to recommend Mid Valley Disposal for any recycling or solid waste needs. Their dedication to providing top-notch service, adaptability, and adherence to the latest technologies makes them an asset to any community.

Respectfully,

Michael Honn

Public Works Director

(556) 891-2216

MichaelH@cityofselma.com



1.C: Description of Proposer's Service Initiation Experience

Experience Matters



Our South Valley operations team on the first day of services in the City of Selma on July 1, 2024.



Decades of Experience with a History of Success

When changing haulers, there is no substitute for proven experience and performance. Our operations team will create a detailed implementation plan based on the needs of the City of Clovis. Subsequent sections will also describe how MVD will engage and educate the community through live customer service calls and chats, special events and printed multilingual communication. **Our goal is to mitigate disruption of services and ensure a smooth transition for all customers.**



## Dedicated team backed by local resources



Being locally owned and operated means that transitions and implementations are directly overseen by ownership. Located just 12 miles away in Fresno, we have a team of local managers with extensive experience in transitions and service implementation. We also have 6 facilities within 60 miles of the City of Clovis. Our diverse team of drivers, supervisors and dispatch operators are trained to deploy services and proactively address issues before they hinder operations. With our established presence in neighboring communities, the City of Clovis can be confident that Mid Valley Disposal is never far away.

## SB 1383 Compliance

Our Recycling Department specializes in SB 1383 regulations, and is well-equipped to offer comprehensive public education, exceeding SB 1383 standards. Through cross-functional collaboration, we've developed efficient procedures for gathering city compliance information through diverse assessments. For detailed information about SB 1383 compliance, please refer to **Section 2.M** within this proposal.



## Guaranteed Capacity for SB 1383

**If selected, MVD can guarantee processing capacity to the City of Clovis for the length of the exclusive hauler agreement.**

Through conservative fiscal practices and strategic investment, MVD has developed local processing facilities for both recycling and organics. Our fully permitted and operational composting facility is designed to accept mixed organics, including food scraps, to comply with SB 1383 programs. Our vertical integration provides guaranteed processing capacity for both recyclables and organics collected in the City of Clovis. **Section 2.B and 2.E** of this proposal provides a detailed description of the facilities owned and operated by Mid Valley Disposal.



## 1.D: Key Personnel

**Joseph Kalpakoff: President and CEO**
[josephk@midvalleydisposal.com](mailto:josephk@midvalleydisposal.com)

Education: Bachelor of Science, Arizona State University - Mass Communications; Minor, Business Administration

As President and CEO of MVD, Joseph is the steward of the family business built on generations of service in the solid waste industry. He plays a key role in recruiting and retaining the best employees, manages public relations, and ensures compliance with all regulating agencies. Joseph keeps current with changes in environmental law both locally and at the state level. He is President of the California Waste Haulers Council and has participated in statewide panels on recycling industry issues. Joseph was recently appointed to the Statewide Commission on Recycle Markets and Curbside Recycling to make recommendations on achieving statewide objectives under AB 1583.

**IMPLEMENTATION EXPERIENCE**

Joseph has spent over 20 years managing and implementing solid waste services under municipal franchise agreements in the Central Valley. He has overseen the development and implementation of recycling and organics diversion programs for 37 jurisdictions. Joseph attends pre-bid meetings and oversees all RFP processes.

If selected, Joseph assembles and oversees the implementation team, requiring accountability to ensure strict adherence with contract requirements and jurisdiction expectations. Joseph works side by side with each department manager during implementation to ensure the accuracy and timing of each start-up task.

YEAR	MUNICIPALITY	INCUMBANT HAULER	SERVICES
2000	City of Avenal	Waste Management	Residential and Commercial
2001	City of San Joaquin	Waste Management	Residential and Commercial
2003	City of Mendota	Waste Management	Residential and Commercial
2001	City of Huron	Waste Management	Residential and Commercial
2006	County of Fresno	Multiple Haulers	Residential and Commercial
2008	City of Firebaugh	Firebaugh Disposal	Residential and Commercial
2008	City of Kerman	Republic Services	Residential and Commercial
2011	City of Fresno Commercial - Zone 2	City Hauled	Commercial and Multi-Family
2014	City of Kingsburg	Waste Management	Residential and Commercial
2021	City of Los Banos	Republic Services	Residential and Commercial
2021	City of Reedley	City Hauled	Residential and Commercial
2022	City of Gustine	Gilton Solid Waste	Residential and Commercial
2022	City of Dos Palos	Republic Services	Residential and Commercial
2023	City of Atwater	Republic Services	Residential and Commercial
2024	City of Selma	Waste Management	Residential and Commercial
2024	City of Orange Cove	Peñas Disposal Service	Residential and Commercial

**KEY RESPONSIBILITIES | 2000 - CURRENT**

- ▶ Administers and oversees all solid waste and recycling contracts
- ▶ Oversees senior management team and makes policy decisions
- ▶ Sets the company vision and values throughout the organization that guide day to day operations
- ▶ Oversees community engagement programs
- ▶ Involved in statewide industry organizations to ensure local issues and interests are represented in developing state policy and regulations in the waste and recycling industry





## Jonathan Kalpakoff: Executive Vice-President

[jonathank@midvalleydisposal.com](mailto:jonathank@midvalleydisposal.com)

Jonathan's career in the solid waste industry began in 1992 when he began working for his father's company in Montebello, California. He started at Metropolitan Waste Disposal as a driver and quickly fell in love with the industry. Through his 27+ years in the industry, he has been involved in every aspect of the operations of solid waste. His primary role now is to oversee the post-collection operations at all MVD facilities.

Jonathan also oversees container maintenance operations at multiple facilities. He has procured and managed the maintenance of over 235,000 ASL carts, 31,000 FEL containers (bins), and over 1,800 industrial boxes and compactors. He has extensive experience in designing diversion programs at industrial/commercial facilities utilizing compactors combined with FEL/ASL containers.

### KEY RESPONSIBILITIES | 1997 – CURRENT

- ▶ Oversees equipment specification and acquisition
- ▶ Recruits, develops, and trains supervisors & employees in post collection operations, including senior managers
- ▶ Responsible for finding sustainable users for recovered recyclable materials and developing new markets for commodities
- ▶ Involved in facility construction and design
- ▶ Maintain good standing with all local jurisdictions for facility and environmental compliance
- ▶ Coordinates product marketing and sales for export and domestic markets



## Joe Heisdorf: Chief Financial Officer

[joeh@midvalleydisposal.com](mailto:joeh@midvalleydisposal.com)

Education: Bachelor of Science, Business Administration – Finance Emphasis, California State University Fresno;  
Masters of Science in Accountancy, California State University Fresno

Joe joined Mid Valley Disposal in 2012 after 4 years in public accounting where he provided tax, audit, and consulting services to a diverse group of companies in the Central Valley. He currently manages financial reporting for municipal contracts, government agencies, and financial institutions, as well as provides internal analysis and forecasts for MVD management.

### IMPLEMENTATION EXPERIENCE

Since joining Mid Valley Disposal, Joe has played a key role in the proposal and contract award process for municipal contracts and franchise agreements. He also performed due diligence reviews and helped procure financing for the acquisition of Waste Connections of the Central Valley and Sunset Waste. He plays a key role in managing the transition and integration of processes post-acquisition.

### KEY RESPONSIBILITIES | 2012 – CURRENT

- ▶ Oversees all financial processes and controls including implementation of software and support programs
- ▶ Ensures completion and submission of financial filings and returns required by contractual agreements and government entities (e.g., tax filings, franchise, and royalty fees)
- ▶ Manages accounting personnel and provides direction to different accounting functional areas (invoice processing, cash collection cycle, month-end close, journal entries, and statistical data)
- ▶ Reviews and oversees administration of Employee Benefit Plans
- ▶ Manages and provides necessary support to financial audits including internal audits, external audits and peer reviews
- ▶ Provides the Senior Managers with financial analytics



**Jay Fowler: District Manager**  
[jayfowler@midvalleydisposal.com](mailto:jayfowler@midvalleydisposal.com)

Jay brings over 30 years of experience in managing large transportation and logistics organizations, the last 17 years in the waste and recycling industry. He is responsible for the daily management of the North Valley District and will oversee service operations for the City of Clovis.

#### KEY RESPONSIBILITIES | 2020 – CURRENT

- ▶ Oversees all field operations, including the direct management of municipal contacts with the goal of exceeding service expectations
- ▶ Fosters a “teamwork” culture by promoting cross-training and skills development programs, while promoting from within
- ▶ Builds and maintains strong and effective relations with government, community, and environmental groups
- ▶ Stays connected with industry counterparts to learn about the latest technology and compare best practices
- ▶ Oversees effective safety and accident prevention programs to ensure all reasonable actions are taken to prevent accidents and injuries



**Lisa Helm: Director of Administration**  
[lisah@midvalleydisposal.com](mailto:lisah@midvalleydisposal.com)

Lisa has worked in the recycling and solid waste industry since 1987 in various positions, such as a Frontload and Roll-Off Dispatcher, Transfer Station Supervisor, Office Manager, Billing Manager, Customer Service Manager, and Corporate Level Trainer. During her 20 years with MVD, she has played a key role in supporting growth by managing customer data programs and onboarding for 3 mergers/acquisitions and dozens of contract implementations.

#### IMPLEMENTATION EXPERIENCE

Lisa’s broad experience across the entire service cycle gives her a unique knowledge base and perspective into operational data. She has directly managed account data migration and customer service implementation across multiple software programs for over 40 municipal franchises and contracts. Lisa plays a key role in overseeing the conversion and accuracy of customer data during service transitions, while maintaining effective communication across all groups of customers.

#### KEY RESPONSIBILITIES | 2004 – CURRENT

- ▶ Supervises billing process for Commercial, Residential, Roll Off and Portable Toilet accounts
- ▶ Maintains jurisdiction information on all accounts to provide accurate disposal reporting to City, County and State bodies, including AB 901 reporting
- ▶ Oversees the training and performance of customer service representatives and data entry specialists
- ▶ Monitors and develops processes and controls for operational data, including material tonnages and origins
- ▶ Develops program standards and leverages technology for managing and securing customer data
- ▶ Provides other departments with logistic and operations analytics and reporting
- ▶ Transitions all new data from acquisitions or contract awards into customer management software





**Randy DeVaney: Fleet Manager**  
[randydv@midvalleydisposal.com](mailto:randydv@midvalleydisposal.com)

Randy has over 20 years of experience in the solid waste industry. His background includes the oversight and direction of solid waste maintenance programs with large public and private haulers. Randy manages company-wide maintenance programs for MVD. As fleet manager, he also oversees shop supervisors, mechanics, dispatchers, vehicle DOT compliance, safety, all vehicle and yellow iron equipment maintenance, and general administration.

### IMPLEMENTATION EXPERIENCE

Randy has been involved in multiple contract implementations throughout his career. Notably, he has managed the procurement and specification of over 60 alternative fuel collection vehicles utilizing clean air grant programs. By overseeing an aggressive fleet replacement program, Randy stays up to date with the latest design and technology in the waste collection sector, including the use of clean air alternative fuel vehicles.

### KEY RESPONSIBILITIES | 2017 – CURRENT

- ▶ Responsible for overall safety and productivity of 5 Shop Supervisors and 20 Mechanics
- ▶ Oversees the installation and implementation of 3rd Eye cameras and software on entire garbage truck fleet
- ▶ Oversees the documentation of fleet maintenance records by vehicle and maintaining company equipment to Department of Transportation standards
- ▶ Administers mechanic job specific operating standards and procedures
- ▶ Manages department staff, including hiring, training, performance management and safety issues/claims
- ▶ Ensures safety and regulatory compliance standards are met



**Christian Horta: North Valley Operations Manager**  
[christianh@midvalleydisposal.com](mailto:christianh@midvalleydisposal.com)

Christian has been in the logistics industry for 16 years. After joining Mid Valley Disposal, he has been the Operations Manager for the areas of Fresno, Sanger and Shaver Lake. His acquired knowledge and experience with operations aids in the successful implementation of new contracts and agreements. Christian strategizes improvements in day-to-day operations with new and existing contracts. He has vast knowledge of municipal contracts and maintains professional relations with public officials. As the Operations Manager he is also very involved in city events including parades, city clean up and a variety of community gatherings. Christian is actively involved in recruiting, training and overseeing the development of employees through promoting the company's safety culture and compliance regulations.

### KEY RESPONSIBILITIES | 2022 – CURRENT

- ▶ Utilize and maintain reporting tools for use in minimizing expenses and increasing efficiencies
- ▶ Maintain knowledge of municipal contracts and cultivate relationships with key municipal staff
- ▶ Plan and implement routing and logistics changes to ensure operational efficiency
- ▶ Oversee all depot employees counseling/disciplinary actions as well as performance reviews and coaching sessions
- ▶ Assist District Manager with new bid and proposals as well as ongoing contract management
- ▶ Monitor and oversee safety compliance and reporting for department location
- ▶ Oversee dispatch and support all hauling operation (FEL, ASL, RO, Walking Floor)
- ▶ Identify, develop, and maintain new and existing training programs and initiatives



## Billie Hansen: Recycling Programs Manager

[billieh@midvalleydisposal.com](mailto:billieh@midvalleydisposal.com)

Education: Bachelors of Arts, Environmental Studies-Education, CSU Monterey Bay

Born and raised in Clovis, CA, Billie is a dedicated environmental professional with a strong background in solid waste management and recycling. She graduated from CSU, Monterey Bay, with a degree in Environmental Studies, focusing on education. Billie began her career in the waste and recycling industry as a Recycling Coordinator in the Bay Area, quickly developing a keen understanding of regulatory compliance and community outreach. Returning to California's Central Valley, she joined Mid Valley Disposal as a legislative expert on SB 1383, where she worked closely with jurisdictions to help them meet evolving state compliance requirements. Currently, Billie serves as the North Valley Recycling Programs Manager, leading a team of Recycling Coordinators and working with local jurisdictions to achieve full SB 1383 compliance. Her commitment to sustainability, paired with her extensive expertise in legislative processes, makes her an invaluable asset to any project focused on environmental stewardship and regulatory adherence.

### KEY RESPONSIBILITIES | 2021 – CURRENT

- ▶ Hire, train, and manage a team of recycling coordinators to support local jurisdictions with waste diversion and compliance initiatives
- ▶ Assist and guide jurisdictions with the completion of annual reports, ensuring accuracy and timely submission in accordance with state requirements.
- ▶ Plan, organize, and oversee community outreach events and special programs to promote sustainable practices and engage local residents
- ▶ Act as a liaison between cities, counties, and state agencies, fostering strong relationships and effective communication on regulations
- ▶ Develop and implement programs to achieve full compliance with SB 1383, including recordkeeping and reporting systems
- ▶ Deliver presentations to city staff, councils, and other stakeholders on program updates, regulatory changes, and community impact
- ▶ Oversee Franchise Agreement contract compliance, ensuring all requirements are met and maintained



## Megan Guarducci, CSP: Senior Manager, Safety & Environmental Compliance

[megang@midvalleydisposal.com](mailto:megang@midvalleydisposal.com)

Education: Bachelor of Science, Business Administration – Human Resources, San Jose State University

Megan Guarducci joined MVD in 2015 with seven years of environmental, health, and safety leadership in the Scrap Metal Recycling Industry, managing multiple high-hazard facilities. At MVD, she directs a comprehensive EHS program, ensuring regulatory compliance and promoting safety excellence. Megan is a Certified Safety Professional (CSP) and was recognized as a *Waste 360* "40 Under 40" Award recipient in 2024.

### IMPLEMENTATION EXPERIENCE

During her tenure with Mid Valley Disposal, Megan has supported the implementation of seven waste management contracts, which included adding two new facilities and a compost operation. Her experience highlights her expertise in ensuring that all new operations meet stringent safety and environmental compliance standards.

### KEY RESPONSIBILITIES | 2015 – PRESENT

- ▶ Develops and leads comprehensive environmental, health, and safety (EHS) programs
- ▶ Collaborates closely with management and her team to provide thorough safety training to ensure exceptional service quality
- ▶ Reviews facility inspections conducted by her team and collaborates with safety coordinators, managers, and the executive team on compliance and improvement initiatives
- ▶ Ensures full compliance with local, state, and federal regulations, including managing site-specific permits
- ▶ Analyzes safety performance data and incident trends to identify, prioritize, and mitigate risks effectively



## Nella Leos: Customer Service Manager

[nellal@midvalleydisposal.com](mailto:nellal@midvalleydisposal.com)

Nella joined MVD in 2018 after more than 30 years of experience in business administration, including customer service and accounting. Her current role at MVD involves the technical aspects of our communication systems and leads our teams in customer service and frontload/sideload data entry. Her leadership has increased retention in our external facing roles at MVD. Her knowledge and experience are key to Mid Valley Disposal providing excellent service.

### KEY RESPONSIBILITIES | 2018 – CURRENT

- ▶ Oversee and manage a team of customer service representatives to ensure exceptional customer support and satisfaction
- ▶ Develop and implement policies, procedures, and standards to enhance the overall customer experience and promote customer loyalty
- ▶ Monitor and analyze customer service metrics, such as response time, resolution rate, and customer feedback, to identify areas of improvement and implement appropriate strategies
- ▶ Collaborate with cross-functional teams, including marketing, recycling, and operations, to address customer concerns, resolve escalated issues, and enhance overall service quality
- ▶ Provide regular coaching, training, and performance feedback to the customer service team, promoting professional growth and ensuring consistent service excellence
- ▶ Oversee and ensure the smooth operation of the company's communication system, including phone, email, live chat, and other relevant platforms



## Maria Ayala: Food Recovery Program Specialist

[mariaa@midvalleydisposal.com](mailto:mariaa@midvalleydisposal.com)

Maria joined Mid-Valley Disposal in 2021 after more than a decade in the non-profit sector managing hunger relief programs throughout Fresno, Madera, Kings, and Tulare Counties. Prior to joining MVD, Maria managed the development and implementation of multiple community programs helping provide food to vulnerable families in our area. Maria's goal at MVD is to develop a comprehensive SB 1383 Edible Food Recovery Program to help jurisdictions, food generators, and food recovery organizations meet compliance requirements. Maria is trained in food safety

standards to ensure food is also safely recovered for donation.

### KEY RESPONSIBILITIES | 2021 – CURRENT

- ▶ Develop SB 1383 Edible Food Recovery Outreach and Education Materials
- ▶ Provide support to jurisdictions on all aspects of Edible Food Recovery
- ▶ Conduct in-person and online food recovery training for jurisdictions and food generators
- ▶ Provide consultation to food generators looking to start food recovery programs
- ▶ Cross-departmental advisement on SB 1383 regulation



## Abel Salazar: Post-Collections Manager (Recyclables)

[abeljr@midvalleydisposal.com](mailto:abeljr@midvalleydisposal.com)

Abel joined MVD in 2017 and is responsible for all operations at our Transfer Station/Material Recovery Facility. His knowledge and efficiency in facility management is key to Mid Valley Disposal's processing capability at this location. As the Plant Manager, Abel oversees all operations at the MRF, including facility staff, daily materials processing & reporting, enforcing safety standards, and ensure compliance of government regulations.

### KEY RESPONSIBILITIES | 2018 – CURRENT

- ▶ Manage company employees and resources throughout the processing cycle, from receiving material to final sale and delivery to customers
- ▶ Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations
- ▶ Maintain compliance with facility permits including, Solid Waste Facility Permit
- ▶ Monitor and report inbound tonnages and inventories
- ▶ Manage a team of heavy equipment operators, maintenance mechanics, sorters & scale operators responsible for receiving, sorting, and transporting material while ensuring compliance with federal and state weight regulations
- ▶ Oversee facility processes that optimize diversion rates



## Mike Gonzalez: Post-Collections Manager (Organics)

[michaalg@midvalleydisposal.com](mailto:michaalg@midvalleydisposal.com)

Mike joined the Mid Valley Disposal team in June of 2023 after 10 years in the waste industry in Southern California. Prior to this, he was in the paper industry for almost 20 years. Mike has 11 years of experience managing Material Recovery Facilities, Transfer Station, C&D, bio-separation, and composting operations. Mike brings with him the knowledge of the Gore UTV composting system, which is utilized at the MVD Compost facility. Mike's knowledge and background in composting operations has helped MVD excel with the expansion of requirements in SB 1383.

### KEY RESPONSIBILITIES | 2023 – CURRENT

- ▶ Oversee Kerman green waste sort line, transfer station and composting operations
- ▶ Supervise facility staff including supervisors, MVD employees, and temporary staff
- ▶ Ensure divisional compliance with all OSHA, DOT, city, state, county, and federal regulations
- ▶ Oversee all levels of composting operations (Grinding, blending, composting, screening, curing and testing)
- ▶ Uphold CDFA certification by performing regular sample testing of finished compost
- ▶ Maintain compliance with facility permits including, Solid Waste Facility Permit





## Kacey Auston: Government Liaison

[kaceyauston@yahoo.com](mailto:kaceyauston@yahoo.com)

With 20 years of experience in government and public relations consulting, Kacey Auston joined Mid Valley Disposal in 2015. Bringing a wealth of knowledge in managing relationships between the public and private sectors, Kacey plays a crucial role in fostering collaboration and understanding between government entities and the company. Her extensive expertise in public relations ensures that Mid Valley Disposal remains informed and compliant with evolving governmental standards while actively engaging with community partners and stakeholders.

### KEY RESPONSIBILITIES | 2015 - CURRENT

- ▶ Supports MVD's state and local relationships with cooperative partnerships with municipal, county and state agencies
- ▶ Works closely with government agencies to navigate regulatory environments, ensuring seamless adherence to policies and guidelines
- ▶ Develops strategies to enhance Mid Valley Disposal's public image and reputation within the community
- ▶ Facilitates philanthropic opportunities for MVD across the Central Valley

**1.E: Labor and Wages**

Mid-Valley Disposal has not entered into labor agreements with any individual or groups of employees, nor does the company intend to enter into any such agreement to provide services to the City of Clovis.

## 1.F: Financial Information & Ownership

Audited consolidated financial statements for the year ended 2023 have been provided under separate cover. The financial statements are prepared on consolidated basis that includes the parent company and related entities of Mid-Valley Disposal, LLC, as described in section 5.4.

The financial statements are evidence of the company's strong financial footing and available resources. Additionally, the company has access to approved credit facilities on which to draw for capital acquisition. We have included a letter from BMO that reinforces our financial strength and access to capital specifically for this proposal.

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I, Joe Heisdorf, am the Chief Financial Officer of Mid Valley Disposal and the related entities presented in the consolidated financial statements provided. I hereby certify that, as of the date this proposal is submitted, there has been no material adverse event or change in the financial position of the company since the financial statement date.



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Joe Heisdorf

Chief Financial Officer

Mid-Valley Disposal, LLC

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October 28, 2024

Mid Valley Disposal  
Mr. Joe Heisdorf  
CFO  
15300 W. Jensen Ave  
Kerman, CA 93630

RE: City of Clovis, RFP for Recyclable and Organic Materials Collection, Processing, and Marketing

To the City of Clovis:

Mid-Valley Disposal (MVD) has been a client of BMO since 2014. MVD maintains multiple credit facilities with the Bank including a revolving credit facility. The company has been a strong performer over a long period of time. They operate with discipline and a management team that brings a conservative approach to capital preservation which has resulted in strong access to capital and liquidity, and low operating leverage. The bank's visibility extends throughout most of the privately held refuse companies throughout the state of California, and MVD is in a very elite class of operators. Based on our knowledge of the company, and the capital requirements needed to commence operations and adequately manage the terms of the contracts, we are confident in MVD's ability to deliver.

Should there be any follow up questions, please don't hesitate to reach out to me directly.

A handwritten signature in blue ink, appearing to read "Jim Halton", with a stylized flourish at the end.

Sincerely,  
Jim Halton  
Managing Director, Regional Manager  
[Jim.halton@bmo.com](mailto:Jim.halton@bmo.com)  
949-933-9321



Auto and General Liability Litigation 2019 – 2024

DATE OF INCIDENT	TYPE OF CLAIM	CLAIM NUMBER	DESCRIPTION	RESOLUTION STATUS
11/22/2019	Auto Liability	00242-024689-AB-01 & AB-02 & AB-03 & AB-04	Vehicle collision due to dust cloud, injuries reported	Closed, Settled
08/11/2020	Auto Liability	002042-027729-AB-01	Rear-end collision, injuries reported	Closed, Settled
10/19/2020	General Liability	002042-031332-GB-01	Injury on-site, injuries reported	Open, Pending
12/12/2020	Auto Liability	002042-029410-AD-01	Property damage caused by vehicle collision	Closed, Settled
11/22/2021	Auto Liability	002042-034542-AB-01	Vehicle collision, injuries reported	Open, Pending
04/03/2023	Auto Liability	002042-042650- AB-01 & AB-02	Vehicle damage, injuries reported	Open, Pending
03/20/2024	Auto Liability	002042-048869-AB-01	Unpreventable vehicle collision caused by 3rd party, injuries reported	Open, Denied

## 1.G.2: **Fines and Penalties**

Other than those amounts indicated in the section above, Mid Valley Disposal has no fines, penalties, settlements, or damages to report.

### 1.G.3: Satisfactory Performance in Other Agreements

An extensive list of local agencies where MVD provides franchise collection and processing services is shown in **section 1.B.** of this proposal. MVD encourages the City to contact those agencies to learn more about our contract performance and involvement in those communities. MVD has not incurred liquidated damages or any defaults with franchise agreements in 20+ years of serving the central valley.

## 2: Technical Proposal for Services

### 2.A: Recyclable Materials Collection

Mid Valley Disposal takes a holistic approach to launching new services by actively engaging City of Clovis stakeholders, including customers, Public Works, and the Sanitation Department. With extensive experience meeting fixed deadlines for recycling collection transitions, we combine our expertise with stakeholder insights into city services and resident needs to ensure successful outcomes.

### Local Knowledge + Industry Expertise = Customer Appreciation

#### Recyclable Materials Collection

With years of experience managing recycling collections across rural, suburban, and urban areas, Mid Valley Disposal has established standard procedures to ensure reliable outcomes. Our team has extensive expertise in scheduling weekly residential, multi-family, and commercial recycling services.

For residential routes, we conduct thorough route audits to assess cart set-out rates, traffic patterns, safety zones (e.g., near schools), and areas requiring specific access, like private streets or alleys. For multi-family and commercial services, we perform site visits to verify container placements and access details (e.g., keys, remote codes), which are digitized into our routing database.

Our route schedules align with the city's trash collection schedules, and start/end points are designed to avoid delays. Using geo-coded customer data, our routing software optimizes routes with safety in mind, prioritizing right-hand turns. To minimize noise disturbances, commercial stops near residential areas are sequenced later in the route, preventing early-morning collections.

In the rare event of a noise complaint, our Route Supervisor investigates immediately, adjusts routes as needed, and follows up to ensure the issue is resolved.

#### Collection Methodology

To streamline our approach as recommended by the city, the following outlines our collection methodology for recyclable and organic materials across residential, multi-family, and commercial customers, noting any specific differences where relevant.

Mid Valley Disposal will use Automated Side Load (ASL) trucks for all residential, multi-family, and commercial cart collections, and Front End Load (FEL) trucks for bin collections. Each truck is equipped with two-way radios, onboard cameras, and service tablets to maintain real-time communication between drivers, supervisors, and dispatch.

Our drivers report and address any service issues, such as road closures or container accessibility, and can communicate immediate updates about delays, discrepancies, or safety concerns. Onboard cameras (3rd Eye System) provide safety monitoring, while GPS-enabled tablets sync customer data and track route progress in real-time. These tablets also allow seamless documentation of service discrepancies—such as contamination or overloading—through high-resolution photos added directly to customer records.

Service discrepancies are documented and included in the city's Daily Missed Collection Report, and the city can access GPS tracking of all Clovis-assigned trucks. Each route identifies service type (Commercial, Residential, or Multi-Family) and material type. Accounts are organized to facilitate compliance tracking and analysis of recycling programs, cross-referencing service types to ensure alignment with applicable regulations.



## Contamination

Our recycling programs comply with City of Clovis and CalRecycle requirements for identifying and documenting contamination. Drivers are trained to distinguish between incidental and severe contamination and have the discretion to service or skip servicing a container when unsafe to do so. We generally favor courtesy collections for contaminated containers, providing education without customer inconvenience. In all cases, contamination is documented with a physical tag (one on the container, one submitted to dispatch), and recorded on the driver's tablet with high-resolution photos added to the customer account.

Our Dispatch, customer service, and Recycling Departments are notified of contamination, allowing the recycling department to provide follow-up education (see Section 2.M, Public Education and Outreach). The diagram below illustrates a typical weekday collection route for residential, multi-family, and commercial customers. Routes are scheduled to enter Clovis after 6:00 a.m. and exit before 6:00 p.m., with all recyclable materials transported to our Material Recycling Facility for processing. All the information regarding Materials Recovery Facility (MRF) processing will be found in Recyclable Materials Processing in **section 2.B** of our proposal.

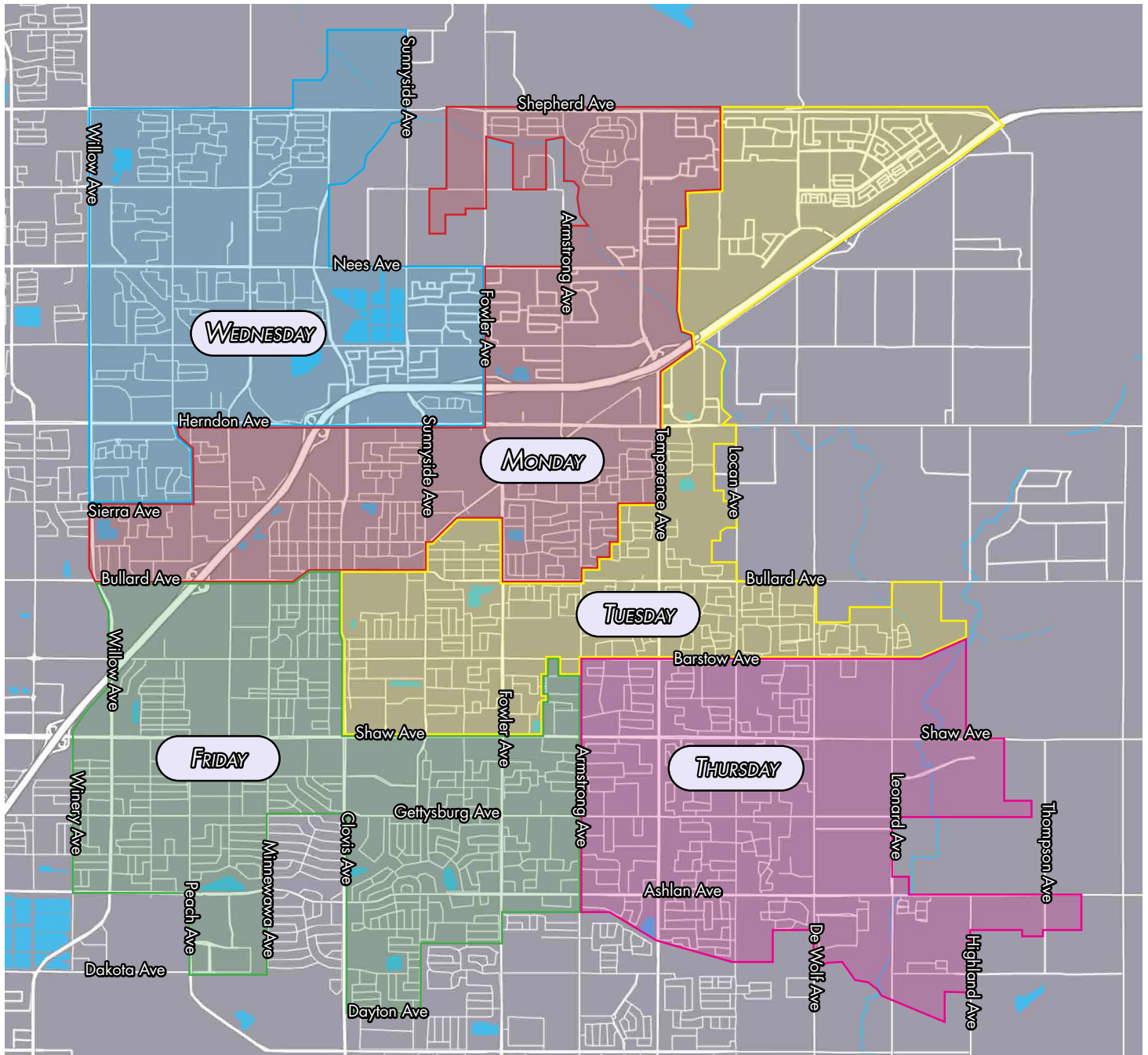
## PROCESS



Mid Valley Disposal uses route management software directly connected to our back-office systems to provide accurate service details for drivers. This software records, analyzes, and reports jurisdictional tonnages across all waste streams, enabling streamlined reporting for regulatory compliance by tracking route productivity and weight data in a single platform. We are experienced in transmitting data via file upload, email, and direct web application entry.



## Service Day Map



*Mid Valley Disposal is committed to maintaining the City's existing solid waste collection schedule, ensuring continuity of service without disruption. We will uphold all collection days, times, and frequency as currently established, providing seamless service to the City's residents and businesses.*

## Employee Transition

All drivers, whether transitioning from Republic Services or newly hired, will undergo comprehensive training in recycling programs, contamination handling, service standards, and ‘The Mid Valley Way.’ This approach, grounded in the Kalpakoff family’s values, ensures consistently excellent service and includes:

- **Safety First:** Safe completion of assignments is our top priority.
- **Skilled Employees:** We recruit, retain, and reward highly skilled personnel.
- **Customer Focus:** Employees are trained to give customers the benefit of the doubt, reducing complaints and fostering goodwill.
- **Neighborhood Pride:** Drivers treat routes as their own, ensuring upright cart placement, closed lids, and prompt cleanup of spills.
- **Commitment:** We follow through on promises to build trust.
- **Proactive Communication:** GPS and digital systems enable real-time updates, documentation, and timely issue resolution.

All employees will receive thorough training in identifying hazardous and unpermitted wastes, with a focus on flammable, combustible, and explosive materials. Our Hazardous/Unpermitted Waste Screening Protocol will be submitted for city review to align with local emergency response procedures.

Our Fresno operations provide Clovis with economies of scale, and we anticipate some Republic Services drivers may stay with Republic or experience attrition before the start date. To ensure seamless service, we are prepared to recruit, hire, and train additional drivers at our other locations well before the start date, ensuring a full, ready team to meet operational needs.



## Equipment to be Utilized

Our truck deployment plan for residential, multi-family and commercial collections are as follows. Our standard crew size is one driver per vehicle. All trucks will be outfitted with leakproof compartments to store motor oil & filter collections, replacement motor oil and filter kits, containers for batteries, cell phones, and CFL. Each truck will have a spill kit on board, and broom and shovel for litter. All trucks will be equipped with the sign boards as specified in the draft agreement 5.5.B. All vehicles will meet the 2020 Heavy Duty Vehicle emissions requirements.

Truck Type	Qty	Route Assignment	Manufacturer	Make	Model	Year	Size
Automated Side Loader	5.5	Resi, Comm, and MF – Recycle Carts	AMREP	Peterbilt	520	2024	36 yd
Commercial Front Loader	2	Comm, and MF – Recycle Bins	AMREP	Peterbilt	520	2024	40 yd
Bin Truck	.5	Resi Cart; Comm Bin Delivery/ Removal/Exchange	Kenworth	Flatbed	T270	2023	24’ Bed



# Containers to be Utilized

Our container deployment will be managed by two trusted partners: Toter will supply all necessary carts, and McLaughlin will supply all bins. Each cart will feature SB 1383 compliant colors and labeling that displays our company name, contact information, and guidelines for acceptable and prohibited waste. Full hot stamps for carts and bin labeling will be submitted to the city in advance for feedback and approval.



Type	Size	Material Type	Manufacturer	Quantity
Cart	64 gallons	Recycle	Toter	400
Cart	96 gallons	Recycle	Toter	800
Bin	1 Yard	Recycle	McLaughlin	93
Bin	2 Yard	Recycle	McLaughlin	280
Bin	3 Yard	Recycle	McLaughlin	289
Bin	4 Yard	Recycle	McLaughlin	147
Bin	6 Yard	Recycle	McLaughlin	12

**Toter**  
CART RENDERING

CUSTOMER: MID VALLEY DISPOSAL  
PRODUCT #: 99796  
DESCRIPTION: 96 GALLON  
BODY COLOR: 705 BLUE  
LID COLOR: 705 BLUE



NOTE: Due to the nature of the hot stamping process, this image may vary slightly and will not be as distinct when stamped onto the plastic container. Placement of Hot Stamps and/or (M/L's) may also vary slightly in location when actually stamped on product. Colors are simulated and may or may not be these exact colors when manufactured.

11.2024



2.B: Recyclables Materials Processing

MATERIAL RECOVERY FACILITY (MRF) and PROCESSING LINE

Recyclable materials are delivered to our MRF in Fresno. This site includes a 50,000 sf MRF, 46,000 sf Transfer Station, a 2,000 sf vehicle and equipment Maintenance Building, a 4,700 sf Administration and Visitor Center, and two truck scales. MVD has owned and operated this facility since October 2014.

Facility Address: 2721 South Elm Avenue

Solid Waste Permit No. : 10-AA-0188

Permitted Capacity: 2,000 Tons Per Day (TPD)

This location is home to our state-of-the-art facility processing 35 tons per hour of commercial and residential recycling. Mid Valley Disposal continued to invest in the San Joaquin Valley by redesigning and upgrading the comingled recyclables processing line in 2017. The newly designed line increased throughput and currently processes recyclables from 17,500 Commercial accounts and 112,000 households. Recyclable material is processed over an advanced CP Group sort recycling system or MRF, composed of multiple disc screens, a Trommel, and features three optical sorters to remove contaminants. This new technology accomplishes a 95% recovery rate and produces cleaner material. Recyclables processed through the system include corrugated cardboard, newspaper, office and mixed paper, aluminum and tin cans, HDPE plastic bottles, PET plastic bottles, and glass.

Quality control is maintained at multiple points in the process to produce the best outcome. All residual waste that remains after being processed at our Elm facility is transported to the American Avenue landfill.



2.C: Recyclables Materials Marketing

- 1. MVD has been marketing its own materials since 2006 when it opened its Kerman facility. Because of MVD's rigorous contamination monitoring initiatives, which start with accute driver observation and reporting during collection activities and include contamination monitoring on a consistent case-managed basis, MVD has always been able to move its materials—even through downcycles and commodity market disruptions. The key to MVD's strategy is to market and sell its material direct and not rely on 3rd party brokers. This means that MVD is intimately familiar with trends and changes in quality standards and specifications, and which buyers offer the best value. MVD sells materials through individual POs in order to capture the best pricing at any given time. A lsiteing of buyers by commodity and 12 month pricing is provided below.
- 2. Because MVD is both collector and processor, the city can be assured that MVD will always work in partnership with the City, residents, and businesses to keep diversion strong and contamination in check. This also means that MVD processing systems remain up-to-date to optimize pricing and recovery rates—which has a direct benefit to the City rebates and customer rates. The relationship between MVD, its municipal clients, the materials it collects and must sell, brings reassurance to the City that MVD will not knowingly send recyclable materials to the landfill.
- 3. MVD has been processing recyclables at its own MRF for almost 20 years. In that time, we have seen many cycles and disruptions in commodity demand and pricing. Our conservative approach to budgeting and forecasting is informed by our experience. Through diligent processing standards, we have earned a reputation for producing clean materials, which partially insulates us from changes in quality specifications. We also operate multiple transfer station facilities with adequate storage space in those severe cases where large amounts of product cannot be moved. Working through regulatory changes, economic disruption, and pandemics, MVD stays committed to meeting diversion goals and commitments.
- 4. Our sort line is designed to maximize recovery through optical sorting technology, which endures a 95% or greater recovery rate of all comoodities. Additional qaulity control and hand sort stations ensure that actual recovery rates are higher and that the commodities are marketable with little to no contamination.

Established Buyers

	PRIMARY	SECONDARY
PET B	C0458--KT RESOURCES INC.	C0440--BLACKBRIDGE
SRPN #56	C0454--FIBRE TRADE INC.	C0460--Linden Trading Company, Inc.
OCC #11	C0418--OI-ABLE	C0467--Winfibre (U.S.) Incorporated
MIXED PAPER	C0008--BERG MILL SUPPLY CO	C0454--FIBRE TRADE INC.
HDPE MIXED	C0358--MING'S RESOURCE CORP	C0008--BERG MILL SUPPLY CO

<b>HDPE NATURAL</b>	C0358--MING'S RESOURCE CORP	C0008--BERG MILL SUPPLY CO
<b>MIXED RIGID PLASTIC</b>	C0425--UNIVERSAL COMMODITY SERVICES INC.	C0008--BERG MILL SUPPLY CO
<b>PP #5-MIXED PLASTIC</b>	C0358--MING'S RESOURCE CORP	C0533--POLYFIT INC
<b>ALUMINUM CANS</b>	C0358--MING'S RESOURCE CORP	C0417--GOTTLIEB, INC
<b>METAL</b>	C0175--SCHNITZER RECYCLING	C0269--SA RECYCLING
<b>TIN</b>	C0175--SCHNITZER RECYCLING	C0269--SA RECYCLING
<b>GLASS</b>	Strategic	Halo

### Assumed Characterization for Curbside Residential

	% OF STREAM	PRICE	CRV	NET VALUE/ TON	WEIGHTED VALUE
<b>PET B</b>	1.80%	234.54	1,190.00	1,424.54	25.64
<b>SRPN #56</b>	9.20%	23.26		23.26	2.14
<b>OCC #11</b>	29.50%	121.66		121.66	35.89
<b>MIXED PAPER</b>	2.60%	41.31		41.31	1.07
<b>HDPE MIXED</b>	1.50%	240.06	64.75	304.81	4.57
<b>HDPE NATURAL</b>	0.84%	559.06	64.75	623.81	5.24
<b>MIXED RIGID PLASTIC</b>	1.46%	32.29		32.29	0.47
<b>PP #5-MIXED PLASTIC</b>	0.70%	54.22		54.22	0.38
<b>ALUMINUM CANS</b>	0.94%	1,318.00	3,240.00	4,558.00	42.85
<b>METAL</b>	2.20%	95.38		95.38	2.10
<b>TIN</b>	2.02%	195.00		195.00	3.94
<b>GLASS</b>	8.24%	(18.15)	54.12	35.97	2.96
<b>Residual</b>	39.00%	(48.00)		(48.00)	(18.72)
<b>Total</b>	100.00%				\$ 108.53

## Commodity

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	12-mo AVG
<b>PET B</b>	165	175	168	188	202	230	254	253	283	280	270	285	235
<b>SRPN #56</b>	15	20	20	20	20	20	20	20	44	35	35	35	23
<b>OCC #11</b>	113	95	106	123	116	131	129	140	141	132	130	125	122
<b>MIXED PAPER</b>	29	36	32	35	35	27	20	46	37	48	53	50	41
<b>HDPE MIXED</b>	210	255	290	236	310	310	270	280	185	180	190	193	240
<b>HDPE NATURAL</b>	470	450	455	450	460	475	490	540	560	590	655	763	559
<b>MIXED RIGID PLASTIC</b>	30	30	30	31	26	26	26	29	28	28	30	70	32
<b>PP #5-MIXED PLASTIC</b>	60	60	60	60	60	60	60	60	60	45	30	30	54
<b>ALUMINUM CANS</b>	1,200	1,200	1,200	1,240	1,220	1,260	1,520	1,520	1,520	1,219	1,400	1,480	1,318
<b>METAL</b>	95	95	95	95	95	95	95	95	95	45	107	85	95
<b>TIN</b>	192	192	198	198	195	195	195	205	205	215	205	205	200



2.D: Organics Materials Collection

Our proposed approach to organic material collection are identical to our recyclable material collection enumerated in **section 2.A** with the following notations.



Organic materials collected will be dumped at our transfer station located at 2721 S Elm Ave, in Fresno, and will be subsequently transferred to our Kerman Compost operations located at 15300 W Jensen Ave. This process is explained in more detail in the Organic Materials Processing located in **section 2.E** of our proposal.

Truck Type	Qty	Route Assignment	Manufacturer	Make	Model	Year	Size
Automated Side Loader	5.5	Resi, Comm, and MF – Organic Carts	AMREP	Peterbilt	520	2024	36 yd
Commercial Front Loader	1	Comm, MF – Organic Bins	AMREP	Peterbilt	520	2024	40 yd
Bin Truck	.5	Resi Cart, Comm Bin Delivery/ Removal/Exchange	Kenworth	Flatbed	T270	2023	24’ Bed

Containers to be Utilized

Our container deployment will be managed by two trusted, experienced partners: Toter for all necessary carts and McLaughlin for bins. Each cart will be in SB 1383 compliant colors and labeling that displays our company name, contact details, and guidelines for acceptable and prohibited waste. Full hot stamps for carts and bin labeling will be submitted to the City for review and approval. Additionally, we offer alternative-sized organics carts for customers in Planned Unit Developments, HOAs, condos, and townhomes upon request to accommodate space constraints.

Type	Size	Material Type	Manufacture	Quantity
Cart	64 gallons	Organics	Toter	200
Cart	96 gallons	Organics	Toter	600
Bin	1 Yard	Organics	McLaughlin	202
Bin	2 Yard	Organics	McLaughlin	62
Bin	3 Yard	Organics	McLaughlin	4
Bin	4 Yard	Organics	McLaughlin	4
Bin	6 Yard	Organics	McLaughlin	0



## 2.E: Organic Materials Processing

### ORGANICS COMPOSTING FACILITY

Green Waste and Organics are processed at our facility located in Kerman. This site includes a new state-of-the-art Green and Food Waste Composting Facility, Food Depackaging System, 34,250 sf Material Recovery Facility and Transfer Station, 6,840 square foot Vehicle and Equipment Maintenance Shop, 6,097 square foot Administration Office, and Truck Scales. MVD has owned and operated this facility since 2008.

**Facility Address:** 15300 West Jensen Avenue

**Solid Waste Permit No.:** 10-AA-0201

**Permitted Capacity:** 1,500 Tons Per Day (TPD)



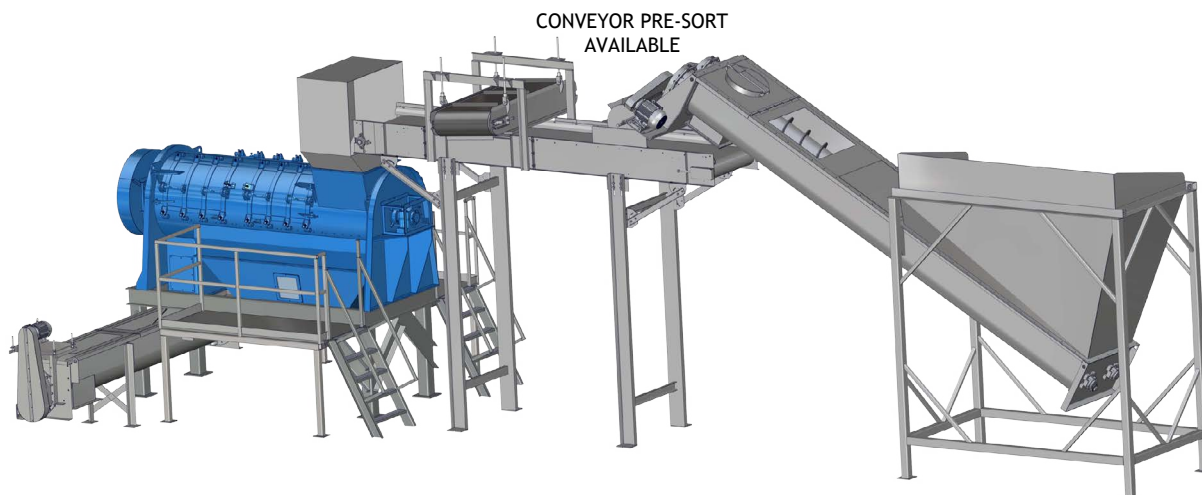
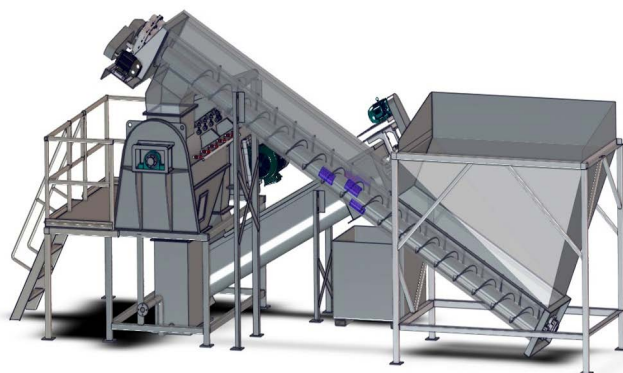
Mid Valley Disposal received multiple competitive CalRecycle Organics Grants for development and expansion of an organics processing facility. Operations began in 2017 and expanded in 2020. The 28-acre site includes a food depackager and 24 composting bunkers for processing food and green waste collected by MVD specifically designed for SB 1383 compliance.

MVD utilizes the GORE® covered aerated static pile system. When fully scaled, MVD's compost facility can process over 82,000 tons annually. The GORE® Covered System is a clean technology with a 95% retention rate of odor and VOC's. Other attributes of the system include a small facility footprint, low energy requirements, greater than 99% containment of bio-aerosols, reduced odor, and production of compost within 8-10 weeks.



## THOR TURBO Separator

In 2022 CalRecycle awarded MVD an Organic Programs Grant of a new Scott Thor Turbo Separator. The new equipment began operation in the spring of 2023. This state-of-the-art system separates packaging material from food waste so it can be added to the composting process. This investment in advanced processing emphasizes MVD's effort to increase organic waste diversion.



## SWFP: Kerman Recycling and Transfer Station

## SOLID WASTE FACILITY PERMIT

10-AA-0201

## 1. Name and Street Address of Facility:

Mid Valley Disposal Recycling and  
Transfer Station  
15300 W. Jensen Avenue  
Kerman, CA 93630

## 2. Name and Mailing Address of Operator:

Mid Valley Disposal, Inc.  
15300 W. Jensen Avenue  
Kerman, CA 93630

## 3. Name and Mailing Address of Owner:

Kalpakoff Properties, LLC  
15300 W. Jensen Avenue  
Kerman, CA 93630

## 4. Specifications:

- a. Permitted Operations: ☒ Transfer/Processing Facility (MRF) ☒ Other: In-Vessel Digestion (IVD)  
☒ Composting Facility (MSW/green material/C&G)

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 6:00am – 7:00pm Monday - Saturday

Ancillary Operations/Facility Operating Hours: 24 hrs/day, 7 days per week

c. Permitted Maximum Tonnage: 1500 Tons per Day

d. Permitted Traffic Volume: 443 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Transfer/Processing	Composting	IVD
Permitted Area (in acres)	38	31.3	5.5	1.2
Design Capacity (cu.yds)		49,000	218,686	10,900

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

## 5. Approval:

  
Approving Officer Signature

Vincent Mendes  
Director of Environmental Health

## 6. Enforcement Agency Name and Address:

County of Fresno  
Department of Public Health  
Environmental Health Division  
1221 Fulton Mall, Third Floor  
Fresno, CA 93721

## 7. Date Received by CalRecycle:

May 10, 2018

## 8. CalRecycle Concurrence Date:

June 7, 2018

## 9. Permit Issued Date:

June 11, 2018

## 10. Permit Review Due Date:

August 12, 2029

## 11. Owner/Operator Transfer Date:



**SOLID WASTE FACILITY PERMIT**

Facility Number:

**10-AA-0201****12. Legal Description of Facility:**

The legal description of this facility is contained in page 2 of the Transfer Processing Report dated February 2018.

**13. Findings:**

- a. This permit is consistent with the Fresno County Integrated Waste Management Plan, which was approved by CalRecycle on June 25, 1997 and updated August 27, 2013. The location of the facility is identified in the Non-disposal Facility Element pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. The North Central Fire Protection District has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.
- e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2012121002) and adopted by the City of Kerman on February 20, 2013. The Mitigated Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on February 28, 2013.

**14. Prohibitions:**

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer Processing Report and approved amendments thereto and as approved by the enforcement agency.

**15. The following documents describe and/or restrict the operation of this facility:**

	Date		Date
Transfer Processing Report and Amendments	1/2023		
Storm Water Discharge Order No. WDID #5F101021076	8/20/2007		
Conditional Use Permit 12-02	9/11/2012		
Mitigated Negative Declaration (SCH #2012121002)	10/18/2012		
Mitigated Negative Declaration (SCH #2005101082)	11/2006		

SOLID WASTE FACILITY PERMIT

Facility Number:  
10-AA-0201

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1<sup>st</sup> quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Quarterly
b. The number and types of vehicles using the facility per day.	Quarterly
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly

**SOLID WASTE FACILITY PERMIT**

Facility Number:

**10-AA-0201****17. Enforcement Agency (EA) Conditions:**

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times. The operator shall notify the LEA by telephone within 24 hours of all incidents.
- c. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq and associated regulations.
- d. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- e. A copy of this permit shall be maintained at the facility.
- f. A copy of the Transfer Processing Report (TPR) shall be maintained at the facility.
- g. A copy of the Odor Impact Minimization Plan (OIMP) shall be maintained at the facility.
- h. Municipal solid waste shall be removed from the facility within 48-hours of receipt, or up to 7 days if approved by the LEA. The request must be made in writing in a form of email or letter.
- i. Food material, green material and chip & ground green materials shall be removed from the facility or incorporated into compost rows within 48-hours of receipt, or up to 7 days if approved by the LEA. The request must be made in writing in a form of email or letter.
- j. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- k. The operator shall review the Odor Impact Minimization Plan (OIMP) annually to determine if any revisions are necessary.
- l. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of flies, rodents, or other vectors, and animals, and to minimize bird attraction.
- m. The operator shall conduct sampling requirements, maximum metal concentrations, pathogen reduction, and general record keeping requirements as specified in Title 14 California Code of Regulations.

## 2.F: Organic Materials Marketing

MVD produces a variety of finished grades of compost which is largely marketed to the local agricultural spreaders. MVD also provides compost to local jurisdictions to meet SB 1383 procurement requirements.

Through the use of the THOR food separator, the contamination processing line, and on-the-ground sorting, MVD can ensure a high level of diversion while producing a marketable and clean product.

MVD will not landfill source-separated organic materials. MVD does not own a landfill which is why the company invests in appropriate technology to efficiently process and market the materials it collects. MVD can provide assurance to the city that no source separated organic materials are landfilled through reporting, log book inspections, and site inspections.

In the past 12 months MVD has sold over 20,000 tons of compost for agricultural use to 4 different operators, several of which have procured compost consistently for the past 4 years. Established relationships with local spreaders and growers ensures an outlet for compost produced and sustains the economic viability of the processing operation even during fluctuations in feedstock volumes. MVD's facility is over 20 acres (with room to expand) which allows for adequate storage during heavy years.

MVD sells compost and mulch products to municipalities for use in field turf, landscaping and erosion control, with over 5,000 tons sold just in the past year. With more jurisdictions coming into compliance with SB 1383, we have seen an increase in demand for this market, which will only grow as regulations are enforced.

### Finish grades of compost include:

- **3/8" fine compost**
- **Compost mulch**
- **5/8" bulk compost**
- **Bagged compost**

Lastly, MVD has its own compost bagger and has developed a branded compost bag for retail sale of fine compost. These bags are an effective way to get compost to local residents through hardware stores or giveaways at clean up events. This is another value added service MVD can offer the city of Clovis.





## 2.G: Ancillary Services

### *Proposal Section 5.5.7.1(1) Ancillary and Optional Services*

**3a. Sharps Collection Program:** Mid Valley Disposal currently operates a comprehensive Sharps Waste home delivery program, which we are prepared to extend to Single-Family and Multi-Family Dwelling Unit customers in your community. Upon request, we will deliver an approved sharps container directly to a customer's home within one (1) week. Each delivery will include recycling awareness materials and detailed instructions for participating in the Sharps Collection Program.

To ensure maximum convenience and safety, our program utilizes 1.4-quart, postage-paid sharps containers approved by the United States Postal Service for secure shipment. Customers can take advantage of this mail-based service at no charge, receiving one (1) sharps container/mailling kit per calendar year, with the option to purchase additional containers as needed. All collected sharps are autoclaved in compliance with local, state, and federal regulations at HealthWise Services, a locally owned and operated sharps processing facility.

**3.b. Alternative Sharps Collection Program for Consideration by City.** As an alternative sharps collection program, we propose establishing a partnership with MED-Project. This collaboration would provide residents with free, convenient mail-back options for safe sharps disposal, supporting compliance with California's SB 212 and promoting safety and environmental stewardship.

To enhance community engagement and awareness, we will work with MED-Project to create and distribute targeted informational materials, including brochures and online advertisements. These resources will detail the program's benefits and guide residents on how to use the mail-back service. By incorporating these materials into local outreach efforts, we can ensure residents understand and utilize the program effectively, fostering a safer community.

**MED-Project**<sup>®</sup>  
Medication Education & Disposal



<https://med-project.org/locations/california/sharps/program-information/>

**3c. Alternative Sharps Collection Program for Consideration by City.** Recognizing that the City already maintains three Sharps Kiosk locations, Mid Valley Disposal proposes partnering with an approved vendor to expand this program by adding five (5) additional kiosks at locations mutually agreed upon by the City and Mid Valley Disposal. These additional kiosks would be strategically installed in accessible areas at Fire Departments and Police Stations, providing residents with convenient, secure options for sharps disposal.

To increase awareness and educate residents on proper sharps disposal, Mid Valley Disposal will implement a community outreach initiative. This will include distributing informational fliers, sending email notifications, and posting updates on social media. These materials will provide details about the expanded kiosk locations, proper disposal practices, and program benefits. Each Sharps Kiosk will be serviced regularly by an approved vendor to maintain safety and regulatory compliance, supporting the city's goals for a cleaner and safer community.

This expanded program offers an efficient solution for managing sharps disposal, helping to reduce environmental risks and promote public safety.

**4. Battery and Cellphone Collection Program.** As a special added service, MVD will collect discarded batteries and cell phones that customers place in clear, zip-lock or tie-close plastic bags on top of their recyclable

materials carts. Upon request, MVD will also provide multi-family complexes with designated batteries and CFL recycling receptacles ("Battery Buckets") to safely collect these materials. MVD will collaborate with property managers and owners to determine the most convenient and environmentally responsible locations for these Battery Buckets within each complex. Furthermore, MVD will promptly deliver educational materials and additional Battery Buckets within five (5) working days of any request, ensuring our customers have easy access to responsible recycling solutions.



Our Elm Transfer and Processing Station features a fully operational Household Hazardous Waste Receiving Area, where collection vehicles can drop off any contract-required HHW items collected during their routes, such as Batteries, Cell Phones, Sharps, Used Motor Oil, Used Oil Filters, and CFLs. Our trained Yard Attendants carefully remove these items from the trucks, ensure they are properly contained and stored, and manage their shipment in full compliance with local, state, and federal regulations. This process upholds our commitment to the highest standards of safety and environmental responsibility.

## 2.H: Optional Services

### Multi-family Kitchen Pail Program

As a leader in waste management, Mid Valley Disposal recognizes the crucial role of community engagement in advancing sustainability initiatives. We are well-positioned to assist the city in delivering countertop food waste collection pails to multi-family units, a program we have successfully implemented in all our contract cities since the enactment of SB 1383 in January 2022. Over the past two years, we have actively participated in the distribution of food waste pails, including those purchased by other jurisdictions through their SB 1383 local assistance grants.



Our comprehensive countertop food waste collection program is designed to facilitate the recycling of food scraps across all of our contract cities. By personally delivering high-quality collection pails, we empower households to engage in waste diversion efforts. Our dedicated Recycling Department provides tailored educational resources and support alongside the pails, ensuring residents understand the significance of their contributions to reducing landfill waste and enhancing organic recycling. This proactive approach not only reinforces our company's commitment to sustainability, but also positions Mid Valley Disposal as a valuable partner in achieving California's environmental goals.

## Commercial Container Cleaning and/or Exchange

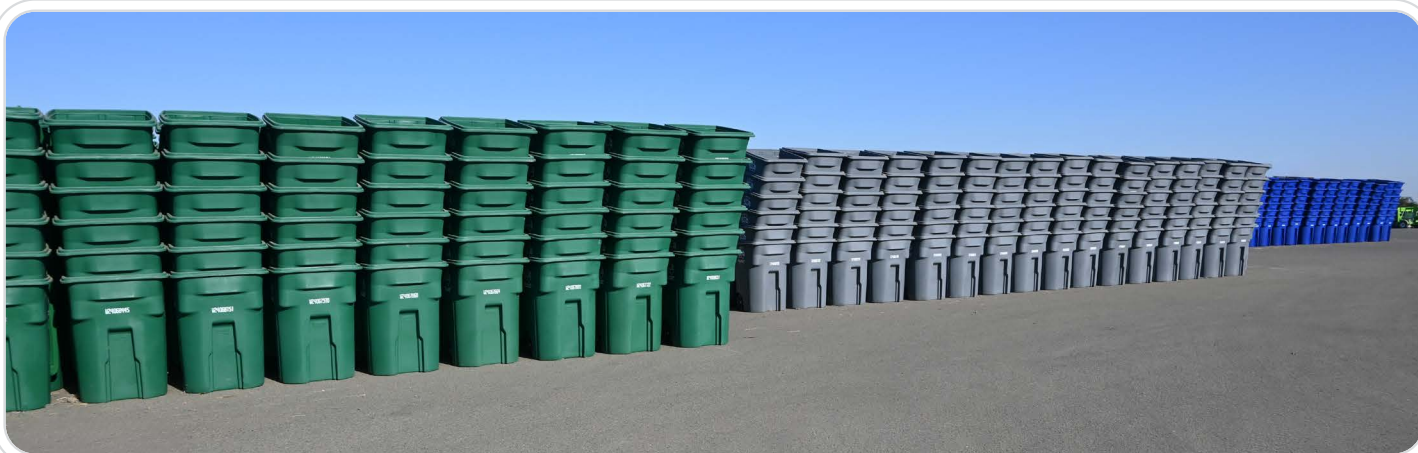
We are pleased to offer our customers—including commercial, residential, and multi-family properties—one (1) complimentary cart exchange per calendar year. This service is designed to ensure that our customers have access to well-maintained containers that meet their waste management needs. For customers requiring additional exchanges beyond the annual allowance, we provide options for extra cart or bin exchanges at a nominal fee.

Our exchange policy covers containers exhibiting general wear and tear or unpleasant odors, ensuring that our customers maintain a clean and hygienic waste disposal environment. Containers damaged beyond normal wear and tear, such as those affected by fire, will be replaced for an additional fee. This comprehensive exchange program underscores our commitment to customer satisfaction and operational excellence, positioning our company as a responsive and responsible partner in waste management.



### 2.1: Implementation Plan

In the past few years, Mid Valley Disposal has successfully transitioned services for **32,000 residential** and **2,000 commercial** customers in **6 municipalities**. The transitions were from **4 different haulers**.



*Within a 3 month span, MVD was able to secure over 20,000 SB 1383 compliant carts and roll out services for 2 cities*

Each transition of solid waste services is unique. Mid Valley Disposal has developed a successful formula for the planning and execution of intricate service transitions. Using our proven template, we collaborate with the city, and key stakeholders, to implement programs that foster new behaviors and highlight the necessary link between education, waste prevention, and reduction activities. We have a track record of working with stakeholders to ensure resources are procured, distributed in a timely manner, and employees are prepared to deliver excellent service from day one.



## Our approach to this process includes three key components.

**Collaboration:** An early engagement strategy with all stakeholders – the city, the incumbent, and the community – assures that all perspectives are weighed and gives a framework to the Master Implementation Schedule. Transparent communication is essential, and MVD recommends an initial discussion with each stakeholder group, followed by regular meetings once the contract is signed.



**Intelligent Project Planning:** We have included our Master Implementation Schedule as a blueprint to demonstrate our understanding of the planning process, identify specific tasks, and consider the required lead time to accomplish the overall plan. Years of experience allow our team to stay agile when additional details arise.



**Expertise & Experience:** Our team has extensive experience in transitioning large-scale waste and recycling services in cities throughout the Valley. As we meet with stakeholders, tasks are assigned to an MVD team member with the necessary experience and authority to complete their tasks within the specified timeframe.



After careful study of the City's RFP and addendums, we conducted our own field studies and audits to validate the current services being provided.

## Planning

### Implementation Schedule

The Clovis Implementation Schedule will go into effect immediately following approval of the franchise agreement. The breadth of the schedule below speaks to the experience, thought, and care Mid Valley Disposal has when serving a new community. Our priority is to consider the perspectives of residents and businesses and fulfill all our contractual obligations to the City of Clovis.

Month	Task	Accountable	Description
JAN 2025	Implementation Kick-off Meeting	MVD TEAM CITY OF CLOVIS	Management Team meeting with City Staff, introductions, roles and responsibilities, implementation schedule overview, review assignments, communications, schedule reoccurring implementation meetings with City Staff as needed.
FEB 2025	Submit Container Labeling for Approval	MVD TEAM CITY OF CLOVIS	Submit draft of bin labeling and cart hot stamps for approval.



JAN 2025	Clovis Chamber of Commerce (ongoing)	MVD RECYCLE TEAM	Join the Chamber, and engage with the business community to assist business owners and managers with the transition to the new recycling and organics programs.
FEB 2025	Billing data reconciliation	MVD ADMIN TEAM CITY OF CLOVIS	City to provide customer data file for verification and input into MVD Customer Data Base.
FEB 2025	Validate City data to routing	MVD ADMIN TEAM CITY OF CLOVIS	Verify service levels with billing detail and reconcile discrepancies. Work collaboratively with City Staff to address data concerns.
MAR 2025	Place Order for New Commercial Containers	MVD OPS TEAM CITY OF CLOVIS	<b>Submit purchase order for new multifamily &amp; commercial containers (bins &amp; carts) for delivery to an approved local facility to be staged for assembly &amp; distribution to customers.</b>
MAR 2025	Confirmation of Service Requirements at City Facilities, Parks, and Downtown Containers	MVD OPS TEAM CITY OF CLOVIS	In coordination with City Staff, we will visit each of the sites where City Services are located. We will confirm the service levels, conduct a hazard assessment, note gates, locks, and enclosures. This service data will be incorporated into our long-term routing plans.
MAR 2025	Audits & assessments for Commercial & Multi-family customers	MVD OPS AND RECYCLE TEAM	Operations Teams will perform on-site container and location assessments gathering service data which will be incorporated into our Long-Term routing plans and new container delivery methods. Teams will identify and document safety hazards, space limitations, accessibility, locking systems, and other site-specific service data. Pre-existing property or infrastructure damages will be digitally gathered and communicated with points of contact.
MAR 2025	Draft & Finalize communications of new Service Provider	MVD RECYCLING DEPARTMENT / MARKETING CITY OF CLOVIS	Incorporate print, digital media, and local periodicals to introduce Mid Valley Disposal as the new franchise hauler. Provide city-wide communications of new hauler information, detailing new and existing programs, references to MVD web site, and implementation FAQ's. Schedule dates for mailed inserts through city billing, forecast newsprint posts, and distribute digital media throughout collective departments.
MAR 2025	Source Local Office	MVD OPS AND ADMIN	Review, visit, and compare available properties in the City of Clovis to house our customer service office.

APR 2025	Collaborate with City to draft Residential Route Plan for Recycling and Organics	MVD OPS AND ADMIN CITY OF CLOVIS	We will work with City to fully understand their existing residential routing structure and will collaborate how to best integrate our own recycling and organics collections to complement the City schedule. We will engage with ongoing route assessments to capture information critical to early implementation success (e.g. gate codes to private roads, alley use, identify potential route hazards like low wires, walk in locations, etc). This service information that we will incorporate into route plan database.
APR 2025	Finalize and approve recycling outreach and education collateral	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Coordinate with City Staff on recycling outreach and education brochures for distribution through print, digital and local periodicals
APR 2025	Big Hat Days	MVD RECYCLING DEPARTMENT AND OPS TEAM	Participate in fun weekend of Big Hats Day in Downtown Clovis. Staff an interactive educational booth that delivers prizes, recycling games, and in- person education through our knowledgeable recycling coordinators.
APR 2025	Clovis Rodeo April 2025	MVD RECYCLE AND OPS TEAM	Seek an opportunity with organizers to showcase services offered to the community. Compost giveaway to be mutually agreed upon.
MAY 2025	Transition meeting with Republic Service regarding containers	MVD OPS TEAM, AND REPUBLIC SERVICES	Collaborate with incumbent hauler on recycling and organics collection service transition. Scheduling old container removal process, new container delivery methods, and lines of communication throughout the transition.
MAY 2025	Engage with Republic Services to provide employee transition offers	MVD OPS, HR TEAM, AND REPUBLIC SERVICES	Coordinate communication with incumbent employees interested in transitioning to Mid Valley Disposal.
MAY 2025	Access Additional Employee Needed for Implementation	MVD TEAM	After accessing Republic employees interested in transitioning to Mid Valley, identify and recruit additional employee resources as needed.  Schedule New Driver training at MVD Training Facility.
MAY 2025	Receiving and Assembly of new Commercial containers	MVD OPS	Receipt of new commercial containers at local staging grounds. Assemble, prepare, and label new bins and carts for distribution to commercial businesses and multi-family developments.
MAY 2025	Distribute Residential Implementation mailer	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Mail out 1st residential flyer introducing Mid Valley Disposal as their new recycling company, and detailing the program offerings in English, Spanish Punjabi, and Hmong. Incorporate flyer into print, digital media and local periodicals.

JUN 2025	Receiving and Fit Out of Collection Trucks	MVD OPS AND FLEET TEAM	We have committed deliveries of new AMREP / Peterbilt Collection trucks. Trucks will be fitted out with in-cab technology systems, sign boards, and will be road tested. We will tare weight the trucks at a certified scale, and we will provide all vehicle information to the City of Clovis prior to the start-up.
JUN 2025	Finalize new residential route plan	MVD OPS AND ADMIN CITY OF CLOVIS	Present route maps and plan to City for final review and feedback. Indicate route start and end points that will not impede City routes.
JUL 2025	Delivery of New Commercial & MFD Containers	MVD OPS TEAM AND REPUBLIC SERVICES	Execute the container exchange plan worked out collaboratively with Republic Services for commercial and multi-family units.
JUL 2025	Dry Run Residential & Commercial Routes	MVD OPS TEAM	Perform physical route drive runs transiting weekly route schedules and stops with various team members.
JUL 2025	Freedom Fest July 2025	MVD RECYCLE TEAM CITY OF CLOVIS	Participate in the 2025 Independence Day Celebration. Provide an interactive educational booth that delivers prizes, recycling games, touch a truck interactive, and in-person education through our knowledgeable recycling coordinators..
JUL 2025	Distribute Residential Implementation Mailer	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Mail out 2nd residential flyer introducing Mid Valley Disposal as their new recycling company, and detailing the program offerings in English, Spanish, Punjabi, and Hmong. Incorporate flyer into print, digital media and local periodicals.
AUG 2025	Mid Valley Disposal Collections Begin	MVD OPS TEAM	Begin commercial & residential collection operations. Kickoff safety meeting and tailgate with the Clovis Team.
AUG 2025	Post Implementation Report	MVD TEAM CITY OF CLOVIS	After action report and discussion detailing the entire implementation process.
AUG 2025	Billing data reconciliation final pass	MVD ADMIN CITY OF CLOVIS	City to provide updated data file to verify any changes to service levels.
SEP 2025	Waste Characterization Study	MVD RECYCLING DEPARTMENT CITY OF CLOVIS	Recycling department staff will conduct full waste characterization studies of all Residential and commercial collection loads.



November 6, 2024

Mr. Jay Fowler  
Mid Valley Disposal  
15300 W Jensen Ave  
Kerman, CA 93630

REF: City of Clovis, CA Service Agreement, RFP Specifications Lines 1208-1297  
**Commitment Letter**

Dear Mr. Fowler,

Toter is pleased to present information to Mid Valley Disposal for the City of Clovis' important bid. We are North America's pioneer and largest manufacturer of rollout cart systems. Toter utilizes our 60+ years of cart manufacturing experience and 35+ years of cart Assembly & Distribution to ensure that the provision of carts is a success for the City. We have a history of providing high quality products and excellent service to our customers, and Toter knows the importance of ongoing support and customer service which continues many years after carts are delivered. By selecting Toter, you are obtaining a supplier you and the City can depend on, now and in the future.

As you evaluate our submission, please consider the following:

- ✓ Toter has all of the assets in place to provide carts to the City. All products, manufacturing, and transportation, equipment and personnel are ready to go.
- ✓ Toter offers Mid Valley Disposal, and the City of Clovis, state of the art products which meet or exceed the intent of the City's specifications, production, uniform parts, and warranty requirements. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts – we have many Toter carts still in service ranging in age from 15 to 30+ years.
- ✓ RFP speaks to kicks and blows – Toter carts are manufactured utilizing a rotational molding process which yields a **HIGHLY IMPACT RESISTANT** cart. Our carts are designed with automated collection in mind - taking into account the impacts associated with that collection process. Because of our rotationally molded manufacturing process – Toter carts are designed to flex on impact – they are far less brittle than the alternative.



- ✓ Toters have a dome shaped lid - designed to prevent water from pooling. Toter lids sit on a rugged rim – designed to provide additional strength and keep water from running into the cart.
- ✓ Toter carts are engineered with a low profile design to better withstand winds overall, with the following thresholds for wind speeds by model. These thresholds represent maximum wind speeds measured just before the cart blew over.

Model	Average	Front	Side	Back
79296	46 mph	43 mph	46 mph	50 mph
79264	44 mph	40 mph	46 mph	46 mph
79248	44 mph	41 mph	40 mph	52 mph

- ✓ Per Mid Valley request - Our EVR II cart can accommodate this request as there are no penetrating points to the cart body. **Our design is seamless with no drilled holes – having sealed stop bar and axle journals.** This is not the case with all manufacturers.
- ✓ **Toter carts are easy to tilt and roll** – best in class ergonomics designed to ease the burden of getting carts to curb.
- ✓ Toter has a vast range of marking capabilities for Mid Valley to choose from as it pertains the City's labeling requirements. Toter has executed on various 1383 label conversions. We partnered with Mid Valley on its transition to new stamping – Toter is prepared to partner again for this project.
- ✓ Toter is pleased to offer the Mid Valley Disposal and the City of Clovis a **12-year full cart body warranty** (plus 10 years on all other cart components). This is the longest standard warranty of its kind in the industry, which exceeds requirements for a 12-year warranty specified in the Bid. No other company offers our industry leading standard term for warranties with the 12 year body warranty and 10 years of coverage on all other components.
- ✓ Toter carts offer Mid Valley Disposal and the City of Clovis the lowest total cost of ownership and the lowest carbon footprint. The carts proposed herein are also stackable / nestable when fully assembled (no other manufacturer's carts are nestable when fully assembled) to enhance route delivery productivity by up to 400% and reduce Mid Valley Disposal's and the City of Clovis' ongoing delivery costs. This also means fewer service trucks on the road and in turn less vehicle emissions. EVR II carts are more durable and last significantly longer than competitors' carts. Toter's EVR II carts quoted have interchangeable parts; 10" wheels, stop-bars, and lid hardware, which significantly reduces the need for parts inventory and creates familiarity when making repairs, leading

to additional efficiencies. Toter carts are 100% recyclable and include recycled content. All of these advantages point to a product that will be environmentally friendly and highly sustainable.

- ✓ Toter will deliver carts within 8 weeks from Toter's receipt in writing of a Purchase Order, Order Confirmation, and Markings Approvals from Mid Valley Disposal, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws.

If you have questions, please contact Michael Lynn, Regional Sales Manager, 916-203-9640, [mlynn@wastequip.com](mailto:mlynn@wastequip.com).

Thank you again for the opportunity to participate in this process.

Sincerely,



Laura P. Hubbard  
Director of Municipal Sales  
**Toter, LLC**

LPH/kkc



November 14th, 2024

Randy Devaney  
Mid Valley Disposal  
2721 S. Elm Ave.  
Fresno, CA 93706

Re: 2025 RFP, Clovis

Dear Randy,

Amrep Mfg Co., a refuse body manufacturer located in Ontario, California, appreciates the opportunity to support Mid Valley Disposal with the equipment outlined in the 2025 Clovis RFP. This letter confirms that equipment received by April 7<sup>th</sup>, 2025, will be delivered and ready to service your accounts on or before August 1, 2025.

Amrep has been a trusted supplier of refuse equipment for Mid Valley Disposal and other industry partners for over 40 years, consistently working to ensure all equipment meets or exceeds customer specifications and requirements.

We would be pleased to provide Mid Valley Disposal with the necessary collection bodies for this RFP and are committed to delivering maintenance and service support upon delivery and throughout the warranty period.

Sincerely,

Scott Mattson  
Vice President, General Manager  
Amrep Mfg Co, LLC

---

Amrep Manufacturing Co, LLC  
1555 S. Cucamonga Ave. Ontario, CA 91761  
PH: 909 923-0430 FAX: 909-923-2485



November 15, 2024

Jonathan Kalpakoff

Mid Valley Disposal

15300 W. Jensen Ave.

Kerman, Ca. 93630

Jonathan,

In Regard to your new Refuse Truck Purchases for the 2024/ 2025-time frame with Golden State Peterbilt here in Fresno California. We have currently, 5 FEL units and 6 ASL units on the ground at Amrep. These units are in process to be built at this time. We have another 7 ASL and 8 FEL units on order at the Peterbilt factory scheduled to be built in early 2025. These units are scheduled to have 5 ASL units built in February, 2 ASL unit built in early April and 8 FEL units built in late March or early April. I have also set aside 4 extra slots to use at your discretion.

All Refuse units built at the factory will be delivered to Amrep directly from the factory for immediate installation of the previous mentioned bodies. Golden State Peterbilt is dedicated to making sure your trucks delivered to you in the most efficient and timely manner possible.

We are proud to be your preferred provider of Truck and Tractor Equipment and will continue to be a Partner in your everyday business needs and support.

Thank You,

A handwritten signature in blue ink that reads "Randy Ray".

Randy Ray

Commercial Truck Sales and Leasing

Golden State Peterbilt



## 2.J: Customer Service

Mid Valley Disposal will open a local office to offer customer service availability in which customers can interact with us directly. The office will maintain regular business hours Monday through Friday 8 a.m. to 5 p.m.

Customer service plays a vital role in the success of Mid Valley Disposal. We understand the value of making connections to every customer and hold ourselves accountable to the highest standards.

We are pleased to report that we have never experienced claims for liquidated damages related to any contract for any reason. We attribute our commitment to customer service as the foundation for the strong relationships with the communities we serve.

Through exclusive and open market service areas, MVD services over 115,000 residential and 33,000 commercial/industrial customers. This equates to over 444,000 services each week. The table below provides an example of the additional service requests performed monthly.

### November 2023-October 2024 Service Orders

TYPE	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	GRAND TOTAL
ABANDONED RMV	7	15	11	18	22	36	57	62	56	104	110	99	597
AUDIT	28	23	125	88	19	63	33	65	259	81	47	27	858
CANCEL	243	209	255	186	149	207	183	163	156	190	315	223	2479
DECREASE	158	128	238	165	173	171	146	194	149	182	185	204	2093
DRIVER VERIFY	671	687	731	555	699	706	738	652	869	802	557	941	8608
INCREASE	881	3366	574	181	191	187	240	313	316	257	254	229	6989
MPU	950	1039	979	792	1001	1129	984	968	1086	1153	921	1352	12354
NEW	212	199	220	205	208	234	242	603	303	318	258	268	3270
OFFICE	17	15	34	33	24	70	40	31	19	46	33	17	379
RECYCLE DEPT	20	65	106	107	54	62	62	57	66	89	58	47	793
REDELIVER	75	103	117	113	74	108	136	93	114	70	94	84	1181
REMINDER	480	752	780	692	590	633	677	505	747	907	691	804	8258
RENT A BIN	186	128	125	99	76	130	175	159	106	141	126	131	1582
REPAIR	1237	1075	1096	1252	1184	1526	1491	1349	1602	1495	1489	1739	16535
RESTART	26	23	25	30	21	27	28	22	13	11	31	21	278
RTE MGR VERIFY	431	432	513	379	333	412	373	486	842	754	536	813	6304
SPECIAL EVENTS	84	118	105	73	52	120	176	139	127	103	177	133	1407
STOLEN	253	284	347	322	389	352	369	373	415	399	395	533	4431
XPU	751	753	708	705	755	797	934	846	1258	1017	851	965	10340
Grand Total	6710	9414	7089	5995	6014	6970	7084	7080	8503	8119	7128	8630	88736

We leverage technology to expedite and track routes, work orders, and status, including real-time email notifications, and online chatting features. We will collaborate with City Staff on future processes to deliver transparent next-gen service communication through mobile applications and an online customer interface. We utilize 3rd Eye, an onboard truck monitoring system, that provides live video feed of trucks to give accurate evidence of route events and service completion times to our customers and City Staff.

Together with over 36 jurisdictions, MVD has developed efficient processes for receiving work orders and delivering feedback, so City Staff and the customer are always up to date with service complaints and requests.

We follow a 5-step system that not only guides our actions but also holds our team accountable, ensuring customer satisfaction.

## MAKING THE CONNECTION WITH EVERY CUSTOMER



## Real Time Updates

1

A CSR will answer incoming call **WITHIN 3 RINGS**.

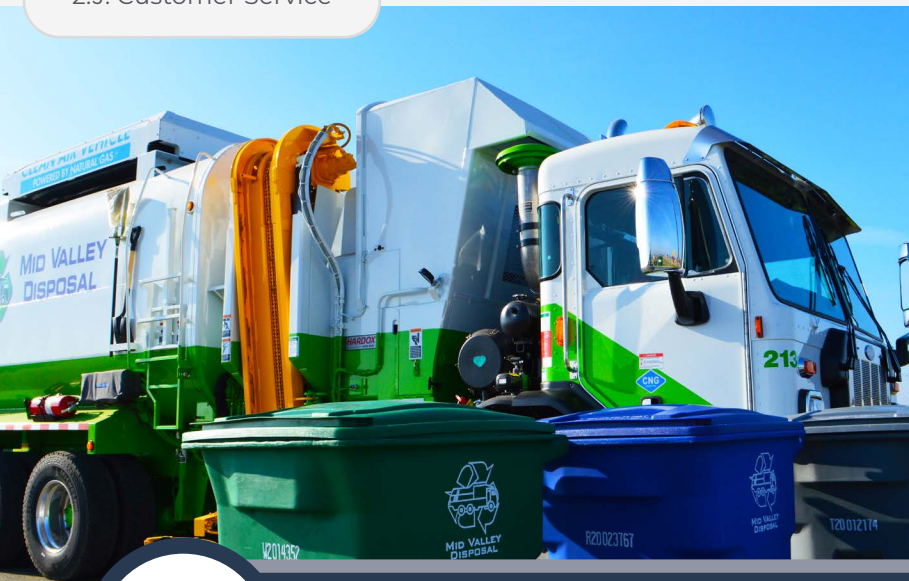
2

CSR creates a work order reflecting customer's request.

3

Dispatcher will receive work order **IN REAL TIME** and dispatch out to driver.





Customer: KINGSBURG RESIDENTIAL 58200501  
 Address: KINGSBURG RESIDENTIAL KINGSBURG  
 Driver: JUAN CABRERA ANNUAL CONT REPLACEMENT - REPAIR  
 Time: 6/7/2023 10:32:59 AM  
 Location: (36.53000592,-119.55351725)  
 Note: delivered replaced broken set of carts

4

Driver receives work order and updates dispatch when work is completed.

**MID VALLEY DISPOSAL**  
 "Locally Owned and Operated"  
 RECYCLING & TRANSFER STATION  
 PO Box 12227 - Fresno, CA 93777  
 Phone: 559-237-9425 Fax: 559-842-9437  
 www.midvalleydisposal.com

**Service Dispatch Ticket**

DATE:	ORDER NO:
06/07/2023	1132306

**SERVICE DETAILS**

SERVICE LOCATION:		Employee:
KINGSBURG RESIDENTIAL KINGSBURG RESIDENTIAL KINGSBURG, CA 93631 559-897-5821 Acct No: 58200501		JUAN CABRERA
Code	Qty	Vehicle
ANNUAL	1.00	D-17
Service	Action	Route/Sequence:
ANNUAL CONT REPAIR		NONE
Instructions: DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS ARE BROKEN PER CITY (STAN 559-897-5821)		Time Requested:
		6/6/2023 3:54:00PM
		Created:
		KINGSBURG
		Pricing Area:
		KINGSBURG
		Container In:
		Container Out:

It is our professional opinion that when the service is performed as directed, damage to property may result. The driver will take every reasonable precaution to minimize all effects resulting from the performance of this service. Our employees are not held liable for any damage resulting from the requested placement or removal of this container. WARNING: Container is not to be loaded with hazardous, toxic, flammable liquids, solids or gases. All containers must be loaded below the sides.

Customer Signature: \_\_\_\_\_



5

Account is updated and customer is notified.

## ACCOUNTABILITY IN ACTION: Driving Service Excellence

10,000+  
CALLS PER MONTH

15 SECONDS  
AVERAGE WAIT TIME

LIVE  
REPRESENTATIVES

NO PHONE  
TREE





Analytics Dashboard



MID VALLEY  
DISPOSAL

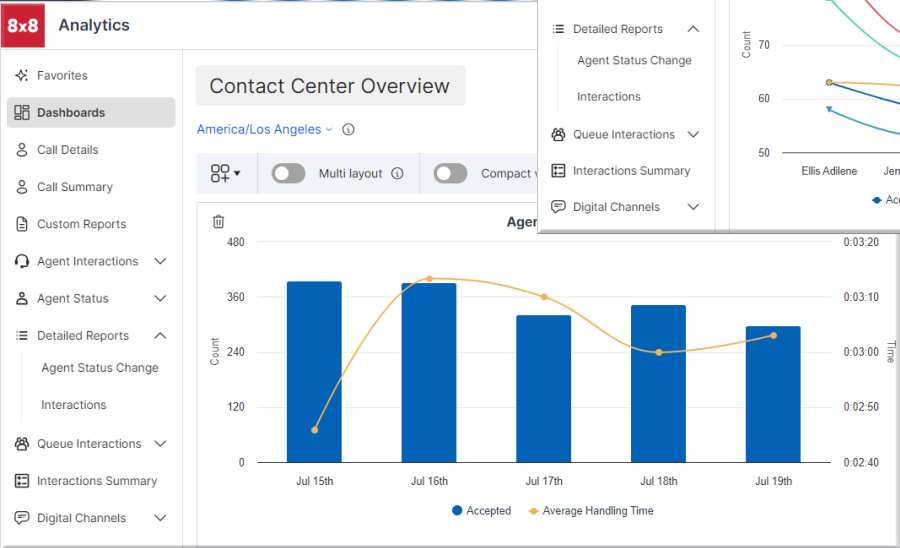
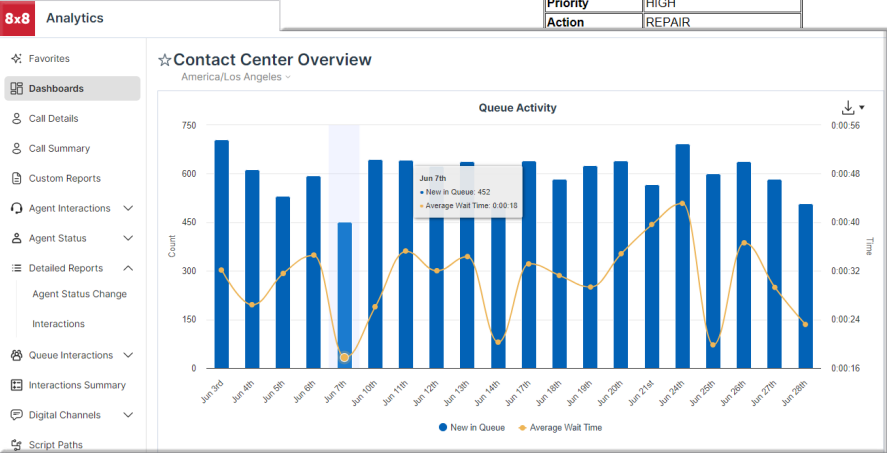
AGENDA ITEM NO. 8.

Order Event Details		
Received/Processed Date	Entered By	Event
Jun 06, 2023 15:54:56	MVDEMILYR	SERVICE ORDER ADDED WITH SERVICE ANNUAL, SERVICED ON 06/07/2023 VIA ROUTE NONE
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ORDER STATUS CHANGED FROM OPEN TO DISPATCHED
Jun 06, 2023 16:04:42	MVDBRITTNEYKRUM	ASSIGNMENT CHANGED FROM UNASSIGNED TO JUAN CABRERA
Jun 07, 2023 10:31:21	EMOBILE	ORDER DATA RECEIVED BY JUAN CABRERA S DEVICE VIA BATCH ID: 6220
Jun 07, 2023 10:31:21	SYSTEM	ORDER STATUS CHANGED FROM DISPATCHED TO IN TRUCK
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	ORDER STATUS UPDATED TO JOB STARTED. RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:34AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.00 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:36:44	SYSTEM VIA EMOBILE	GPS DISTANCE FOR ORDER: 0.0
Jun 07, 2023 10:59:39	JUAN CABRERA VIA EMOBILE	JOB END: ORDER STATUS CHANGED TO DONE-EMOBILE (-110). RECORDED JUN 7 2023 10:57AM FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 10:59:39	SYSTEM VIA EMOBILE	AUTOMATICALLY RECORDED 0.38 HOURS OF LABOR TIME FOR PRODUCTIVITY TRACKING.
Jun 07, 2023 15:02:35	MVDASHLEYYP	STATUS CHANGED TO POSTED
Jun 07, 2023 15:02:35	MVDASHLEYYP	POSTED TOTAL HOURS

Instructions

2631 SANDELL DLV 1-96 TR, 1-96 REC, 1-96 GW & RMV 1-96 TR, 1-96 REC, 1-96 GW BINS AS2 BROKEN FEB CITY (STAN 559-360--0982)

Order Details	
Order Number	1132306
Service Date	06/07/2023
Date Entered	06/06/2023 15:54:00
Entered By	MVDEmilyR
Assigned To	JUAN CABRERA
Order Status	POSTED
Priority	HIGH
Action	REPAIR



MVD currently utilizes 8x8 technology, an omnichannel platform that combines the use of voice, chat, and video to optimize our customer service experience while providing detailed analytics and reporting. The program tracks & records individual calls and chats to improve service accountability and access to historical data. Speech and text analytics provide Instant intelligence with ML/AI, catalogue calls, chats, texts, and social posts that need attention, classifying the interactions that matter the most.

We will have a minimum of two CSRs available Monday through Friday 8:00am-5:00pm at a local office dedicated to the City of Clovis. Excess call flow will be routed to other customer service locations and live answered by a trained representative. All CSRs are trained to address most service requests and billing issues, limiting call transfers.

- ▶ A local phone number will be established prior to start-up and distributed throughout electronic and print media to city customers.
- ▶ Customers can reach us by email, online chat, or calling a local customer service center.
- ▶ Benchmarks are established for answer times, wait times, and total call times.
- ▶ After hours phone calls are answered by a voicemail system. A designated CSR will respond to after-hour communications the next business day, beginning at 7:00am and completed before 12:00pm.
- ▶ MVD has an established bilingual call center with customer service representatives (CSRs) fluent in both Spanish and English.

Non-Collection notices are placed on containers that may be overloaded or contaminated. Drivers are trained to distinguish between incidental and severe contamination and have the discretion to service or skip a container if unsafe to service. We generally favor courtesy collections for contaminated containers, providing education without customer inconvenience. In all cases, overload or contamination is documented with a physical tag (one on the container, one submitted to dispatch), and recorded on the driver's tablet with high-resolution photos added to the customer account. Our Dispatch, Customer Service, and Recycling Departments are notified of contamination, allowing the Recycling Department to provide follow-up education. See **section 2.M**, Public Education and Outreach.

## City Website Page

MVD's website includes individual city landing pages that are customized to each city or county franchise agreement. MVD's in-house marketing team will add or change relevant information as directed by City Staff. Our website is integrated with our customer records billing and routing software making account access to our billing and payment software easily accessible. Customers may also submit electronic inquiries through our website. MVD has a designated CSR monitoring and responding to emailed communications Monday through Friday 7:00am to 5:00pm. Customers can count on prompt responses. After-hour communications are responded to the next business day, beginning at 7:00am and completed by 12:00pm.

Mid Valley Disposal's guiding philosophy is grounded on the premise of building a relationship with every customer, by supporting and promoting the interests of customers.

Cross-team collaboration between CSRs and Operations is encouraged and facilitated by discussions and pro-actively working hand in hand to solve customer needs.

Documentation of all customer contact is a necessity and requirement for all CSRs to not only track issues but to assist in preventing future issues.

Our phone program tracks and records individual calls and chats to improve service accountability and access to historical data. Speech and text analytics provide Instant intelligence with ML/AI, catalogue calls, chats, texts, and social posts that need attention, classifying the interactions that matter the most.

## 2.K: Electronic Monitoring & Communication System

Mid Valley Disposal has bridged what occurs on a collection route to our Customer Relations Management (CRM) and Operational Group. Through the use of Routeware e-mobile tablets installed in the cab of each truck, every assigned account scheduled for service that day is accounted for in real time. The GPS based process follows the driver as they collect containers, either confirming service automatically through GEO coded locations or can be manually confirmed by the driver. The tablet communicates service confirmation to the CRM via data networks, and route progression is monitored by our operational team. Route is detoured because of a road closure, no problem. The driver can select nearest stop, and the GPS will track the driver's whereabouts with the closet scheduled customer collection, and the driver can resume the route as scheduled. In addition, the system has integrated cameras and DVR for photographic documentation.

If a residential container is not out to the curb at time of service, the driver selects "not out", the system takes a right facing high resolution picture of the house and notes the account as not out in real time. Through the same process, the driver can document any service discrepancy and can even flag issues with pictures to notify the route supervisor for follow up. Customer contamination will be documented through the same process. As noted in our proposal section 5.5.1, our driver will document any incidental contamination through a courtesy pick up notice, or a non-collection notice for unsafe and/or significant amounts contamination. Through the on-board cameras, the driver can select to take pictures of contamination through the front facing camera, right hand facing (ASL trucks) camera, or the truck's hopper camera. These records are matched to the customer's account in our CRM, along with the pictures.

The city will be provided their own read on access to our CRM with the ability to see real time route progress, access to service confirmation, service discrepancies, contamination and pictures. The City daily reporting of missed collection described in Exhibit D will also be fulfilled through this process.

In addition to our service tablets and CRM, Mid Valley Disposal will install 3rd Eye systems in each truck. 3rd Eye is a Camera and Software systems that allows Mid Valley Disposal to monitor driver behavior, conduct service verifications, and provides complete camera coverage for liability protection. The system allows management to monitor driver observations, infractions, and positive recognition events. Supervisors coach each event according to the Progressive Disciplinary Action Program or positive reinforcement. Reports can be generated to show the company's riskiest drivers and event types. Riskiest drivers are coached and counselled as needed to improve their behavior. Knowing event types and frequency assists in the continuous improvement of Mid Valley Disposal's Behavior Based Safety Program curriculum. Each vehicle has GPS and can be monitored in real time



## 2.L: Environmental Issues

### *Proposal Section 5.5.11 Environmental Issues*

## 1. Excluded Waste Management

At Mid Valley Disposal, we are dedicated to stringent management of excluded waste within the recyclable and organic materials streams, implementing a comprehensive approach that ensures adherence to both environmental and regulatory standards. MVD's robust contamination tag program enables drivers to identify and reject excluded waste directly at the source, preventing its transport and preserving the integrity of our waste streams. Our drivers are highly trained to recognize contamination; when identified, they immediately tag and document the contaminated bin in our system, effectively blocking improper waste from entering the collection process. This information is relayed to our Recycling Department, which promptly engages with customers through educational outreach to reinforce proper sorting practices and disposal guidelines. Persistent contamination may result in contractual enforcement, including fines, as a means to encourage compliance and reduce future contamination. Through ongoing training programs, all MVD drivers and staff maintain a high level of proficiency in contamination identification, reporting, and adherence to safe handling procedures. This proactive and preventative approach underscores MVD's commitment to environmental stewardship and responsible waste management.

## 2. Litter Abatement Program

At Mid Valley Disposal (MVD), we implement a proactive and thorough approach to litter prevention and abatement, underscoring our commitment to environmentally responsible waste collection services. Our comprehensive litter abatement program includes the following key measures:

- **Litter Prevention:** MVD drivers are expertly trained in techniques to prevent litter and spills during the collection and transport of materials. This includes verifying that containers are not overloaded and ensuring lids are securely closed before lifting, minimizing the risk of windblown debris. MVD has an established and proactive Preventative Maintenance Program to ensure that all equipment, including garbage truck arms, is regularly serviced and maintained to prevent issues like flinging carts or debris. This commitment to consistent maintenance plays a crucial role in preventing litter and maintaining clean service areas.
- **Litter Removal Procedures:** Should litter or minor spills occur, all MVD trucks are equipped with shovels and brooms to promptly address small cleanup needs. For larger situations, our dedicated spill response team ensures that the area is thoroughly cleaned, and that debris is removed. Repeated litter issues are documented, and customers are notified to foster a collaborative approach to litter prevention.
- **Vehicle Fluid Spill Prevention:** Through a robust preventative maintenance program, MVD minimizes the risk of vehicle fluid leaks, including fuel, oil, and hydraulic fluid. Our equipment undergoes regular inspections and maintenance to prevent leaks and ensure safe operations.
- **Spill Response Protocols:** If a vehicle fluid spill does occur, MVD drivers have spill kits readily available in the cab to contain and address spills immediately, mitigating environmental impact. For larger incidents, our specialized spill response team utilizes advanced cleanup supplies, followed by street sweeping to ensure no residue remains and the area is restored to a safe, clean condition.

This structured, preventive approach reflects MVD's steadfast dedication to safety, environmental responsibility, and the highest standards in waste collection.

## 2.M: Public Education & Outreach

Mid Valley Disposal and the City of Clovis prioritize effective public outreach and education to ensure that residents and businesses fully understand the benefits of source reduction, reuse, recycling, and composting. The Public Education and Outreach Plan (PEOP) outlines the educational programs and outreach activities that Mid Valley Disposal has developed for the Rate Period One. This plan will be updated annually to incorporate new programs, regulations, and to ensure the city's compliance.

Mid Valley Disposal's Rate Period One Public Education and Outreach Plan was developed with the following goals and objectives:

1. Increase customer awareness of MVD services offered. As the franchised hauler, it is our goal to inform all customers of proper disposal of recyclables and organics, as well as the various ways to request support - phone, website, email, social media, etc.
2. Increase customer awareness and understanding of SB 1383 Organics Reduction Program and Compliance. Mid Valley Disposal will create and distribute educational materials to inform residents, property managers, and business owners about SB 1383 legislation, organics reduction programs, and the City of Clovis Organics Ordinance and its relevance to them. We will keep Tier 1 and Tier 2 food waste generators updated on SB 1383 requirements while offering essential education and outreach support, along with guidance on participating in a food recovery program to meet compliance with SB 1383.

### AGENDA ITEM NO. 8.



#### SB 1383 INFORMATION GUIDE

##### WHAT IS SENATE BILL 1383?

SB 1383 is a bill that was passed to reduce organic waste disposal from our landfills by 75 percent and increase edible food recovery by 20 percent by 2025 and takes effect January 1, 2022. All jurisdictions are required to adopt a mandatory organic waste ordinance. Jurisdictions will enforce and apply fines and penalties on anyone who does not comply.

##### KEEPING ORGANIC WASTE OUT OF THE LANDFILL

Organic waste that decomposes in a landfill releases methane gas, a highly potent greenhouse gas. This is why keeping food waste and green waste out of your trash is so important. Sending food scraps and green waste to a controlled composting facility through your green containers helps to prevent the release of methane gas that contributes to poor air quality affecting your health. Reducing methane gas will also prevent extreme climate change impact such as droughts and wildfires.

##### EDIBLE FOOD RECOVERY

There is an urgent need for food donation. Early participation in food recovery programs will help feed people who face hunger daily. California protects food businesses from liability more than ever through the California Good Samaritan Food Donation Act. Visit [MidValleyDisposal.com](http://MidValleyDisposal.com) for information regarding programs for the donation of edible food in your community.

##### WHO IS AFFECTED?

Everyone. Single residences, multiple family residences, businesses, schools, and special districts are all required to comply with SB 1383 and subscribe to recycling and organic waste recycling services. This means that organic waste, including food scraps and green waste, must be separated and placed in a green container, recyclables in a blue container, and trash in a gray container.

##### WHAT HAPPENS TO ORGANIC WASTE COLLECTED BY MID VALLEY DISPOSAL?

The organic waste collected by Mid Valley Disposal goes through its composting facility in Kernan where the materials are processed to produce compost and mulch used in the farming industry in the Central Valley to grow and produce nuts, vegetables, and fruits. You can help by making sure everything going in your organic container is compostable. Refer to our recycling guide to see what is compostable. If you have an alternative arrangement for your organic waste, you must be approved and comply with City requirements.

##### WAYS TO REDUCE ORGANIC WASTE AT HOME

- Shop smart and plan your food preparation by using a grocery list.
- Buy exactly what you need.
- When unpacking groceries move old products to the front and new items to the back.
- Monitor what you throw away.
- Eat leftovers & repurpose leftover scraps.
- Donate what you won't use.

#### RECYCLING GUIDE

LANDFILL	RECYCLING	ORGANICS
<p>STYROFOAM TREATED WOOD HOUSE/APPLIANCE PET WASTE CLOTHES TOYS NON-RECYCLABLE PLASTIC</p>	<p>PLASTIC BAGS TOILET PAPER DIAPERS SHOES CARPET MIXED PAPER CLEAN/FLAT CARDBOARD OFFICE PAPER ALUMINUM &amp; TIN CANS JUGS &amp; BOTTLES</p>	<p>BREADS &amp; GRAINS YARD TRIMMINGS UNTREATED WOOD PASTA &amp; RICE SOAKED PAPER &amp; CARDBOARD COOKED MEAT/POULTRY/FISH FRUITS VEGETABLES EGGSHELLS NUTSHELLS</p>

WWW.MIDVALLEYDISPOSAL.COM

#### FOOD RECOVERY REQUIREMENTS FOR BUSINESSES SENATE BILL 1383



##### What is Senate Bill (SB) 1383?

SB 1383 is a state law designed to reduce disposal of organic material in landfills, including edible food, to meet the state's climate goals. Cities are required to establish an edible food recovery program and increase food recovery capacity in your area. Therefore, food generators like yours, are required to donate the maximum amount of their edible surplus food that would otherwise be disposed of in the compost or landfill. Food generators are also required to subscribe to an organic waste collection service for non-edible food. City programs are designed to educate edible food generators and increase access to food recovery organizations and services. Your city and Mid Valley Disposal Recycling Coordinators are required to monitor commercial generators compliance and offer technical assistance to ensure you have the right services to fit your needs.

##### What businesses are covered and when do they need to comply?

- Tier 1 Businesses:** January 1, 2022
- Supermarket (with revenue ≥ \$2 million)
  - Grocery store (≥ 10,000+ sq. ft.)
  - Food service provider
  - Food distributor
  - Wholesale food vendor
- Tier 2 Businesses:** January 1, 2024
- Restaurant (≥ 250 seats or ≥ 5,000 sq. ft.)
  - Hotel with onsite food facility (≥ 200 rooms)
  - Health facility with onsite food facility (≥ 100 beds)
  - Large events and venues
  - State agency with cafeteria (≥ 250 seats or ≥ 5,000 sq. ft.)
  - Local education agency with onsite food facility

##### What does my business need to do to comply?

1. **Recover edible food**  
Safely recover the maximum amount of edible food that would otherwise be disposed of (i.e. in compost or landfill), so it can be donated to feed people instead. Businesses may not intentionally spoil food. Assess the types, quantities and frequency of excess food for donation.
2. **Keep written agreements**  
Partner with a food donation program to donate your excess food. Sign a written agreement with each food donation program that picks up or receives donated food from your business.
3. **Track and report**  
Maintain a list of the following:  
• Name, address, and contact information of food programs that received donated food  
• Types of food donated  
• Frequency and quantity of food recovered in pounds per month  
The written agreements and recordkeeping must be maintained onsite for review from applicable city agencies. Be prepared for inspections and monitoring by the city and county.



Scan this QR Code to find a list of edible food recovery organizations or visit [www.midvalleydisposal.com/sustainability](http://www.midvalleydisposal.com/sustainability)

(559) 237-9425  
WWW.MIDVALLEYDISPOSAL.COM

#### GROCERY STORE FOOD LOSS PREVENTION TIPS



The EPA created this list of ideas and activities that grocery stores can implement to prevent food loss and waste.

- **Perform a food waste audit:** Pick a day and monitor waste bins with volunteers, recording the following:
  - What is being thrown out
  - Weight or number of items
  - The reason the food is being disposed
  - The expiration date of the product when applicable
  - Whether the food was still wholesome/edible before being thrown out
  - Identify the most wasted to least wasted items
- **Clarify date labeling and date encoding to reduce confusion to customers:** Work with your supply chain to clearly label or define the difference between safety-based and quality-based dates. Some options might include:
  - Make "sell by" dates invisible to the consumer
  - Use more "freeze by" dates where applicable so customer knows they have that option
  - Remove "best before" or other quality dates from shelf-stable, non-perishable foods for which safety is not a concern
  - Make sure printed dates on products have descriptive language
- **Call a meeting to brainstorm and discuss food waste prevention**
- **Share practices with other businesses to improve waste reduction industry-wide**

##### PURCHASING TIPS

- **Take an accurate inventory** first and base orders on what you currently have
- **Buy surplus or odd shaped produce** from farms or wholesalers that would otherwise be wasted and sell them at a discount
- **Send order estimates more frequently** to suppliers to better align production planning with order timings
- **Start or increase regular communication with suppliers**
- **Revise your supply contracts** to require that suppliers have a food waste reduction or food donation program
- **Change contracts** to include methods to prevent food loss (e.g., use innovative packaging such as vacuum sealed meat)
- **Make food waste reduction a key performance indicator** in operations, supply chain and employee performance



#### RESTAURANT FOOD LOSS Prevention tips



The EPA created this list of ideas and activities for restaurants to help prevent food loss and waste.

- **Perform a food waste audit**
- **Monitor waste bins and record** what is being thrown out, how much is being discarded, and the reason the food is being disposed
- **In the kitchen, have only one food waste trash can and provide each staff member a small container** to fill with food waste at their station. Before they empty their container, have staff weigh it and record the amount, type, and reason the waste is being discarded on a log sheet
- **Use this information** to adjust menus, purchasing, and portion size
- **Call a meeting** to brainstorm and discuss food waste prevention

##### PREP AND STORAGE TIPS

- **Reduce batch sizes:** Prepare meals ahead of time and store them for future use
- **Use cook-to-order** instead of bulk-cooking all day or toward the end of the day
- **Incorporate leftovers:** Steak can be used for beef stew the next day
- **Train staff on knife skills** to make more efficient knife cuts to prevent waste
- **Use as much of the food as possible:** Cook up carrot greens and don't peel cucumbers or potatoes
- **Reconstitute starchy vegetables** that have wilted by immersing them in warm water (100°F) for 15 minutes
- **Freeze surplus and fresh fruits and veggies** near the end of peak freshness for later use instead of throwing them away
- **Marinate meats** to extend their shelf life for a few more days
- **Finish preparation at the line:** Do not finish the food item until it's ready to go on the line so you can more easily use leftover ingredients in different recipes later
- **Refresh staff on storage techniques** for different foods (e.g., don't store tomatoes and lettuce in the same container or near each other)
- **Use use-through storage containers** to allow staff to see what is available and to keep an eye on freshness
- **Eliminate garnishes** that typically don't get eaten





3. Increase awareness and encourage participation in recycling and organic recycling programs. Mid Valley Disposal will offer on-site technical assistance and education to business owners and property managers, helping them implement programs that enhance diversion rates and participation in recycling initiatives. We will also actively engage in community outreach events to educate Clovis residents and encourage their involvement in available recycling and composting programs.

4. Increase awareness of best recycling management practices to reduce contamination. Minimizing container contamination is a crucial aspect of SB 1383. Mid Valley Disposal will offer personalized education and outreach to support the community in reducing contamination. The PEOP outlines effective outreach and educational strategies aimed at achieving these four goals and objectives through annual campaigns and various channels.

AGENDA ITEM NO. 8.



## Plan Development, Review and Modification

Mid Valley Disposal will submit the PEOP annually to the City Contract Manager. The City Contract Manager has 30 calendar days to review, request modifications, and approve Mid Valley Disposal's PEOP. Mid Valley Disposal will have 15 calendar days to revise the PEOP in response to any requested changes by the City Contract Manager. Mid Valley Disposal will revise the PEOP by reviewing the prior year's activities, successes and challenges and evaluate the implementation success using deadlines and products developed as performance measures. Each activity identified in the subsequent year's PEOP will specify the target audience for services provided, the methods and timelines for distribution, and will include upcoming promotions for City specified ongoing and special events.



**ALL SECTORS****PUBLIC EDUCATION AND OUTREACH ACTIVITIES**

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
<b>Website</b>	<p>Provide a comprehensive website, updated as needed, that includes new and expanded program offerings specific to single-family, multi-family, and commercial customers and includes at minimum online bill pay options, all outreach materials being provided in electronic form including, but not limited to, newsletters, posters, fliers, and brochures.</p> <p>Distribution: <a href="https://www.midvalleydisposal.com/locations/clovis/">https://www.midvalleydisposal.com/locations/clovis/</a></p> <p>Schedule: <b>Update as needed</b></p>	<p>Included</p>
<b>Billing Inserts</b>	<p>Educational materials may be placed in the bill inserts. For customers receiving electronic bills, the Contractor agrees to distribute brochures, newsletters or provide other means of communication to those customers. Educational materials may include but are not limited to Instructional Service Guides, educational fliers on current legislation requirements, highlights of commonly contaminated items, recycling guides, or any other special communication needed as approved by the City Contract Manager.</p> <p>Distribution: <b>Billing insert and post online to website as needed</b></p> <p>Schedule: <b>Quarterly newsletter and billing inserts as needed</b></p>	<p>\$432,000 annually:</p> <p>Approximately 36,000 x 6 per year at \$2.00 each</p>
<b>Contamination Tags</b>	<p>Distribute as-needed Contamination tags (CMAT) to customers as a communication and education tool to notify customers of prohibited container contaminants or overfilled containers. CMAT tags include information on what to do in the case of non-collection &amp; detail common prohibited items for the recycling and organics stream. These notices are uniform to all sectors to increase continuity with messaging, recording data, and reporting.</p> <p>Distribution: <b>Left on container by Driver or Recycling Coordinator and direct follow-up with customer</b></p> <p>Schedule: <b>As needed</b></p>	<p>\$780.00 annually:</p> <p>Approximately 2,000 overload &amp; CMAT tags combined at \$.39 each</p>
<b>Contamination Letters</b>	<p>Distribute as needed to communicate directly with customers following the issuance of a contamination notice on their containers. Our recycling department mails these notifications daily to inform customers of any contamination, overloads, service disruptions, or associated fees.</p> <p>Distribution: <b>Mailed daily by recycling coordinators</b></p> <p>Schedule: <b>As needed</b></p>	<p>\$2,000 annually:</p> <p>Approximately 1,000 letters at \$2.00 each</p>



<b>Overload Letters</b>	<p>Distribute as needed to communicate directly with customers following the issuance of a overfill notice on their containers. Our recycling department mails these notifications daily to inform customers of any contamination, overloads, service disruptions, or associated fees.</p> <p>Distribution: <b>Mailed daily by recycling coordinators</b></p> <p>Schedule: <b>As needed</b></p>	<p>\$2,000 annually.</p> <p><b>Approximately 1,000 letters at \$2.00 each</b></p>
<b>Annual Notice of Requirements</b>	<p>Distribute annual notice of requirements that includes information specified in 14 CCR Section 18985.1(a). This may include information on source separating materials, source reduction of organic waste, the methane benefits of reducing the landfill disposal of organic waste and the methods of organic waste recovery and or the organic waste collection service uses, how to recover organic waste, public health and safety and environmental impacts associated with the landfill disposal of organic waste, programs for the donation of edible food, self-hauling organic material requirements.</p> <p>Distribution: <b>Direct mail and post online to website</b></p> <p>Schedule: <b>Annually</b></p>	<p>Included in "billing inserts" above</p>
<b>Start Up Period Welcome Packets</b>	<p>Distribute welcome letter, SB 1383 general information, transition information, Service Guide and Meet Your New Carts (recycling and compost education).</p> <p>Distribution: <b>Delivered to all generators in the City of Clovis before start date</b></p> <p>Schedule: <b>As needed</b></p>	<p>Introduction letter \$80,340: <b>39,000 mailers at \$2.06 per flier</b></p> <p>New Start Packets \$43,000: <b>Delivered with carts 39,000 packets at \$1.03 per packet</b></p>
<b>Radio and TV Commercials</b>	<p>Commercials used to educate residents about various recycling and sustainability initiatives.</p> <p>Distribution: <b>As needed through radio and tv ad companies</b></p> <p>Schedule: <b>As needed</b></p>	<p>Included</p>

## RESIDENTIAL CUSTOMERS

### PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
	Including but not limited to:	
Recycling Education	<ul style="list-style-type: none"> <li>SB 1383 General Information</li> <li>Instructional Service Guide</li> <li>Maintaining Your Organics Bin</li> <li>Organic Waste Disposal Guide</li> <li>Recycling Guide</li> <li>Flammable Material Hazard Disposal Guide/HHW</li> </ul>	Included in Billing inserts, Community Events, and website budget
	Distribution: Hand deliver, email, direct mail	
	Schedule: As needed	
Neighborhood Group & HOA Visits	By customer and/or agency request, visit homeowner associations and/or other neighborhood groups and associations to promote and explain the recycling and diversion programs available to residential customers.	Included
	Performance: Site visit by Recycling Coordinator	
	Schedule: As needed	

## MULTI-FAMILY CUSTOMERS

### PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
	Including but not limited to:	
Recycling Education	<ul style="list-style-type: none"> <li>SB 1383 General Information</li> <li>Instructional Service Guide</li> <li>Maintaining Your Organics Bin</li> <li>Organic Waste Disposal Guide</li> <li>Recycling Guide</li> <li>Flammable Material Hazard Disposal Guide/HHW</li> </ul>	\$4,000 11,243 MFD units x \$0.36 per printed flier
	Distribution: Direct mail, hand delivered by Recycling Coordinator, and post online to websited	
	Schedule: As needed	
Multi-Family Signage	Distribute poster signage to all multi-family property managers, upon request, for source separated recyclable materials, organics, and gray container waste or mixed waste program guidelines to be placed in collection areas, enclosures, and other community areas.	\$828 276 MFD 5+ units x 3 posters at \$1.00 per poster
	Distribution: Hand delivered by Recycling Coordinator at time of waste assessment and or upon request.	
	Schedule: As needed	

<b>Multi-Family Customers: AB 341 / AB 1826 / SB 1383 Technical Assistance</b>	<p>Offer Recycling Opportunity Assessments (ROA) to eligible AB 341, AB 1826 and SB 1383 multi-family customers conducted one (1) time per year, plus follow up, as necessary. ROAs offered may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Performing walk-throughs to identify areas of generation and placement of containers and signage</li> <li>Assessing adequacy of container types and collection frequency by material types</li> <li>Promoting increased recyclable materials collection and proper sorting techniques</li> <li>Identifying sources of potential contamination and/or litter issues</li> <li>Making recommendations for waste reduction, contamination prevention, and/or service modifications</li> <li>Dissemination of outreach materials and resources, placement of posters and other notices</li> </ul> <p>Performance: Offered by mail, phone, email, website, workshop and/or onsite visit by Recycling Coordinator</p> <p>Schedule: As needed</p>	<p>Included</p>
<b>Workshops</b>	<p>Offer and respond to requests for on-site meetings, presentations and/or workshops for multi-family customers to demonstrate to property managers and/or residents how to fully utilize the available recycling and organics collections programs and minimize contamination.</p> <p>Performance: By request, perform on-site meetings, presentation and/or workshops</p> <p>Schedule: As needed</p>	<p>Included</p>

## COMMERCIAL CUSTOMERS

### PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
<b>Recycling Education</b>	<p>Including but not limited to:</p> <ul style="list-style-type: none"> <li>SB 1383 General Information</li> <li>Instructional Service Guide</li> <li>Edible Food Recovery-Generator Requirements</li> <li>Grocery Store Food Loss Prevention</li> <li>Restaurant Food Loss Prevention</li> <li>Edible Food Recovery-Legal Protections</li> <li>Maintaining Your Organics Bin</li> <li>Organic Waste Disposal Guide</li> <li>Recycling Guide</li> <li>Flammable Material Hazard Disposal Guide/HHW</li> </ul> <p>Distribution: Direct mail, hand delivered by Recycling Coordinator, and post online to website</p> <p>Schedule: As needed</p>	<p>\$1,313 1,216 commercial businesses x approximately 3 fliers hand delivered per year at \$.36 per printed flier</p>

<b>Commercial Signage</b>	<p>Distribute to all commercial customers poster signage for source separated recyclable materials, organic waste, and Gray Container Waste or Mixed Waste program guidelines to be placed in collection areas, enclosures, and other community areas.</p> <p>Distribution: <b>Hand delivered by Recycling Coordinator at time of waste assessment and/or by request</b></p> <p>Schedule: <b>As needed</b></p>	<div>AGENDA ITEM NO. 8.</div> <div>1,216 commercial businesses x approximately 3 posters at \$1.00 per poster</div>
<b>Commercial Customers: AB 341 / AB 1826 / AB 827 / SB 1383 Technical Assistance</b>	<p>Offer Recycling Opportunity Assessments (ROA) to eligible AB 341, AB 1826 and SB 1383 commercial customers conducted one (1) time per year, plus follow up, as necessary. ROAs offered may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Performing walk-throughs to identify areas of generation and placement of containers and signage</li> <li>Assessing adequacy of container types and collection frequency by material types</li> <li>Promoting increased recyclable and organic materials collection and proper sorting techniques</li> <li>Identifying sources of potential contamination and/or litter issues</li> <li>Making recommendations for waste reduction, contamination prevention, and/or service modifications</li> <li>Dissemination of outreach materials and resources, placement of posters and other notices</li> </ul> <p>Assist Commercial customers with the execution of waivers, if applicable, and providing them to the city of Clovis for approval</p> <p>Performance: <b>Offered by mail, phone, email, website, workshop and/or onsite visit by Recycling Coordinator</b></p> <p>Schedule: <b>As needed</b></p> <p>Proposed Budget: <b>Included</b></p>	
<b>SB 1383 Tier 1 &amp; 2 Generator Outreach Activities</b>	<p>Mid Valley Disposal's Edible Food Recovery Specialist will provide technical assistance to all Tier 1 &amp; 2 generators that receive Mid Valley Disposal service to assist and guide them in compliance with the edible food recovery aspect of SB 1383.</p> <p>Distribution: <b>Hand Delivered by Food Recovery Specialist, print material</b></p> <p>Schedule: <b>Annually and as needed</b></p> <p>Proposed Budget: <b>Included</b></p>	

## SCHOOLS

### PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	
	Including but not limited to:	
<b>Education Materials</b>	<p>Upon request, develop and distribute educational materials and presentations geared towards younger audiences</p> <p>Performance: <b>Upon request</b></p> <p>Proposed Budget: <b>Included</b></p>	
<b>Schools Education and Outreach</b>	<p>Conduct outreach and educational activities to school that may include, but not limited to, participation in events, provision of technical assistance, developing and conducting presentations to support curriculum and conducting facility tours. *Will be treated as a commercial business for all SB 1383 AB 341 AB 1826 compliance.</p> <p>Performance: <b>Upon request</b></p> <p>Proposed Budget: <b>Included</b></p>	



SPECIAL EVENTS  
PUBLIC EDUCATION AND OUTREACH ACTIVITIES

ONGOING ACTIVITY	PURPOSE & DISTRIBUTION	PROPOSED BUDGET
Craft Beer Crawl	<ul style="list-style-type: none"><li>Event collection boxes</li><li>Provide appropriate service levels for the event (recycling, trash, and organics)</li><li>Participation in parades</li><li>Public education booth- staff exhibit booth to promote new and expanded program offerings available to residents, multi-family, and commercial customers. Provide visual displays for tabling and distribute promotional educational materials</li></ul> <div>Performance: Upon request</div>	\$1,800 800 event boxes at \$2.25 per box
Big Hat Days		
American Crown Circus		
Water Tower Car Show		
Clovis Rodeo		
Rodeo Parade		
Friday Farmers Market		
Old Town Flea		
O.T. Motorama		
CIF Track & Field		
Glorious Junk Days		
Freedom Fest		
Clovis Fest		
One Enchanted Evening		
Christmas Parade		



## Public Education & Outreach Plan Summarized & Streamlined

### Mid Valley Disposal Public Education and Outreach Plan: Setting a New Standard for Environmental Leadership

Mid Valley Disposal is deeply committed to ensuring the long-term success of the City's recycling and organics programs through comprehensive, innovative, and community-focused public education. As a locally owned and operated company, we take immense pride in being stewards of environmental responsibility and believe that our holistic approach makes us the most qualified partner to lead this effort. Our tailored education initiatives will empower every sector of the City—single-family, multi-family, and commercial customers—while ensuring full compliance with critical state recycling laws like AB 939, AB 1826, AB 341, and SB 1383.

1. **Unmatched Public Education for All Customer Groups:**  
Mid Valley Disposal's multi-pronged educational programs for single-family, multi-family, and commercial customers are not only tailored but strategically designed to ensure maximum engagement and participation. From comprehensive service guides to interactive workshops, our initiatives will ensure that customers are fully informed and equipped to excel in recycling and organic waste diversion. Our ability to adapt these programs to meet the needs of different customer groups positions us as the leader in outreach execution.
2. **Flawless Compliance with State Mandates:**  
With a proven track record of successful implementation of state-mandated recycling laws, Mid Valley Disposal is the partner the City can trust to ensure compliance with AB 939, AB 1826, AB 341, and SB 1383. Our dedicated Recycling Coordinators will perform waste audits, provide hands-on technical support, and distribute educational materials designed to foster behavioral change, helping the City exceed diversion goals while minimizing contamination.
3. **A Cutting-Edge Digital Presence:**  
Our City-specific webpage will serve as a critical hub for residents and businesses, offering seamless access to service information, rates, recycling guidelines, and more. This real-time resource will ensure that customers always have the information they need, when they need it. With the flexibility to update the site continuously, our digital platform will drive engagement, foster compliance, and provide the highest level of transparency. Our experience in creating successful websites like the City of Fresno's ensures we will deliver nothing less than excellence for the City of Clovis. Mid Valley Disposal maintains an active presence on social media platforms, including Instagram and Facebook, where we regularly share educational content, service updates, and highlights of our community involvement. Through these channels, we engage with our customers and the public, fostering awareness about waste management practices, promoting sustainability initiatives, and keeping our community informed about important service announcements and events.



Example



#### 4. **Innovative Contamination Fee and Courtesy Noticing Program:**

Mid Valley Disposal's extensive experience with tiered contamination fee systems sets us apart. Our proactive, education-based approach to contamination management ensures that customers are not only informed but actively engaged in improving their waste disposal habits. By integrating courtesy notices, follow-up education, and our unique "Good Job" incentive tags, we will turn contamination reduction into a collaborative and successful effort between the City, our team, and its residents.

#### 5. **Expert Guidance on Proper Disposal of Hazardous and Difficult Materials:**

Our robust communications strategy will ensure that all residents are well-educated on the safe disposal of household hazardous waste, sharps, and other challenging materials. Through brochures, website resources, and direct outreach at city events, Mid Valley Disposal will make sure no resident is left in the dark when it comes to proper disposal.

#### 6. **Engaging Presentations for Schools and Community Organizations:**

We firmly believe that education is most effective when it starts at a young age and reaches all levels of the community. Our school presentations, interactive facility tours, and community workshops are designed to inspire a culture of sustainability. We tailor our presentations to suit each audience, ensuring our message on recycling is clear and easy for all to understand.

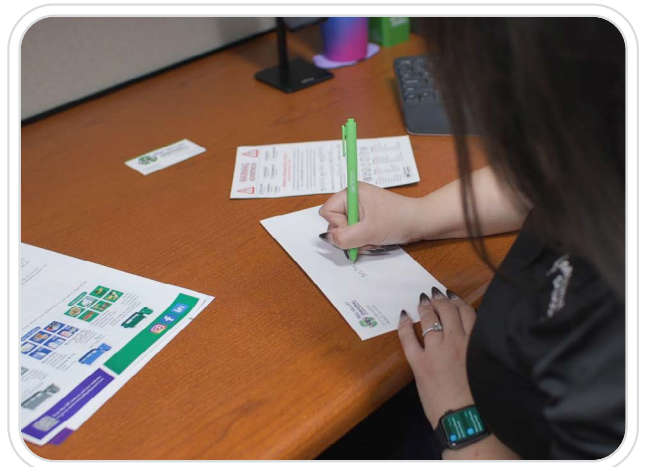


#### 7. **Active Participation at City-Sponsored Events:**

Mid Valley Disposal is dedicated to being a visible, active partner at City-sponsored events. Our engaging booths, displays, and interactive games will educate and entertain residents, ensuring that recycling and organic waste diversion become integral parts of the community's culture. Through sponsorship, prize giveaways, and educational materials, we will foster widespread support and participation in the City's environmental initiatives.

#### 8. **Comprehensive Information Distribution:**

Our outreach efforts will include newsletters, brochures, billing inserts, and posters, distributed widely across all platforms—both digitally and in print. This comprehensive distribution strategy will ensure that every resident and business is fully informed of their responsibilities and the benefits of participating in the City's recycling and organics programs.



**9. Dedicated Team of Experts:**

Our highly qualified team—led by two full-time Recycling Coordinators and a Recycling Programs Manager—will be fully devoted to ensuring the success of the City’s outreach and education programs. With a hands-on approach, our team will attend city events, monitor compliance, and provide real-time assistance to residents and businesses. This level of dedication is what sets Mid Valley Disposal apart as the best choice for the City.

**10. Proven Educational Materials:**

Our extensive library of educational materials has been honed through years of successful programs. From recycling guides to contamination notices, these materials have been proven effective in engaging diverse audiences and driving positive behavioral change.

**11. Innovative Features for Maximum Engagement:**

Mid Valley Disposal will introduce innovative strategies such as the “Good Job” tags for exemplary recycling behavior, offering real incentives for customers to improve their waste disposal habits. This, alongside our comprehensive contamination reduction program and personalized community engagement, underscores our commitment to being the most proactive and customer-focused provider in the region.

By selecting Mid Valley Disposal, the City gains a dedicated partner who brings unparalleled expertise, proven strategies, and a deep commitment to the community’s sustainability goals. We are fully equipped to lead this important initiative and make a lasting impact on the City’s environmental future.



## 2.N: Other Required Plan

### 2.N.1: SB 1383 Implementation and Monitoring Plan

Mid Valley Disposal fully appreciates the challenges the City of Clovis and other municipalities face in meeting new unfunded State mandates. For over 20 years we have assisted municipalities, large and small, in navigating new legislation that affects our industry. With our experienced team, we are well positioned to assist the City of Clovis in complying with SB 1383.

The senior management team at Mid Valley Disposal is very familiar with all the requirements of SB 1383 that jurisdictions are now expected to comply with as of January 2022. The following is a list of actions we have already taken in cities we serve:



- Implemented a color and hot-stamp labeled compliant 3-can system.
- Recycling Department management assists jurisdictions with all CalRecycle required reporting and attends all CalRecycle site-visits or virtual meetings.
- Developed and distributed all SB 1383 required collateral materials that cover SLCP regulation Section 18985.1 Organic Waste Recovery Education & Outreach and Section 18985.2 Edible Food Recovery Education and Outreach.
- Develop additional jurisdiction support tools such as webinars covering topics such as procurement, school district edible food recovery, and Tier 1 & Tier 2 generator inspections, and the Jurisdiction Edible Food Recovery Toolkit which covers all information that Jurisdictions would need to perform inspections on edible food generators including templates on forms needed and generator letters.
- Full Jurisdiction and customer-based edible food recovery support from our on-staff Edible Food Recovery Specialist including, but not limited to, identifying Tier 1 & Tier 2 generators, developing Food Recovery Organization Services list, edible food recovery education and outreach, and the continued development of support tools and services as needed.
- Developed and implemented tools, processes, and collateral materials to perform container contamination minimization studies in compliance with SLCP regulation Section 18984.5.
- Developed and implemented all internal recordkeeping and reporting procedures to cover the requirements of SLCP regulation Section 18984.6 Recordkeeping Requirements for Container Contamination Minimization, Section 18984.14 Recordkeeping Requirements for Waivers and Exemptions, Section 18985.3 Recordkeeping Requirements for a Jurisdictions Compliance with Education and Outreach Requirements.
- Recycling Department Management offers the Jurisdiction one-on-one technical assistance to prepare all Implementation Records required under SB 1383.
- Conduct on-site waste assessments and right-sizing audits.
- Purchased and distributed Countertop Food Waste Collection Pails.

- Recycling Coordinators assist the Jurisdiction and customers with assessing and executing g for submission to the Jurisdiction.
- Recycling Coordinators attend community events in the Jurisdiction to provide continued education and outreach to all event attendees.

## Customer Outreach:

**Mid Valley Disposal Recycling Coordinators** are well-versed in customer service, outreach, and recycling education. During implementation, the Recycling Coordinators will perform in-person compliance reviews of all Commercial & Multi-Family generators with the intention of verifying all on-site service levels and becoming familiar with all generators in the city. After the implementation year the Recycling Coordinators will continue to perform on-site compliance reviews of all solid waste collection accounts for commercial and multi-family businesses that generate two cubic yard or more per week of solid waste, including organic waste. During the compliance Review the Recycling Coordinator is looking for the following:

- Ensuring the customer has all their containers on-site and that the containers are in working order.
- Identifying any potential overload or underfilling with the intention to right-size the customer to their individual needs.
- Identifying any contamination across all three containers with the intention to offer the customer direct and individualized assistance with recycling best practices.
- Identifying any customers who may qualify for a De Minimis or Physical Space Waiver to offer assistance with executing the waiver for submission to the jurisdiction.
- Speaking with property owners, property managers, or employees to offer any additional educational materials, presentations, or staff trainings.
- Identifying other needs that a customer may have and providing information and resources such as HHW disposal, bulky-item disposal, and mattress disposal.
- Identifying potential needs for edible food recovery support or education and working in partnership with Mid Valley Disposals Edible Food Recovery Specialist.



**Mid Valley Disposals Edible Food Recovery Specialist** also performs in-person site visits to all identified Tier 1 & Tier 2 Generators. During these site visits the Edible Food Recovery Specialist is performing the following:

- Meeting with business owners, property managers, or staff to provide one-on-one technical assistance and education on their requirements of SB 1383.
- Identifying the individual needs of each Tier 1 & Tier 2 generator to tailor an assistance approach that is right for the customer.
- Provide customers with resources and education to be in compliance of SB 1383 - Edible Food Recovery.





**Mid Valley Disposal Recycling Coordinators** will upon request perform classroom presentation trainings and/or community presentations. These services can include:

- Walkthroughs of properties, businesses, or sites to identify back-of-house recycling opportunities
- Staff trainings on the implementation of new programs
- Student presentations on recycling, composting, or food waste recycling
- General recycling education or Q&A style recycling education



**Mid Valley Disposal Recycling Coordinators** regularly attend community events within the jurisdictions that they serve, and take great pride in being able to offer extended community outreach and education to a broader customer base. At community events Mid Valley Disposal Recycling Coordinators perform the following:

- Set-up education booth with Mid Valley Disposal branded canopy and tablecloth.
- Offer our most popular educational collateral materials.
- Play educational games that focus on recycling education and common contaminants.
- Encourage following our Social Media pages to gain access to our “What Goes Where Wednesday” campaign to assist with correct disposal of seasonal and common contamination items.



- Offer Mid Valley Disposal swag items:

- Countertop food waste collection pails
- Pens/Pencils
- Chapstick
- Reusable produce bags
- Reusable shopping bags
- Coloring books/crayons
- Recycling guide magnets
- Stickers
- And more!



## Education

Mid Valley Disposal has a full-time Marketing and Communication Coordinator that designs and develops all of our educational collateral materials in partnership with our Recycling Department Manager. Mid Valley Disposal has a large library of educational materials to cover many topics, and we continue to develop materials as needed. Our most commonly used educational materials include:

- SB 1383 General Information
- Instructional Service Guide
- Edible Food Recovery-Generator Requirements
- Grocery Store Food Loss Prevention
- Restaurant Food Loss Prevention
- Edible Food Recovery- Legal Protections
- Maintaining Your Organics Bin
- Organic Waste Disposal Guide
- Recycling Guide
- Flammable Material Hazard Disposal Guide/HHW
- Overfilled Container Notice
- Contamination Notice



# GUÍA DE RECICLAJE

\*ASEGÚRESE DE MANTENER LAS TAPAS CERRADAS ANTES DEL SERVICIO

## VERTEDERO

## RECICLAJE

## ORGÁNICOS

### RECYCLING GUIDE

\*PLEASE BE SURE TO KEEP LIDS CLOSED FOR SERVICE

#### LANDFILL

#### RECYCLING

#### ORGANICS



STYROFOAM  
CLOTHES  
PET WASTE  
CARPET  
TREATED WOOD  
HOSE/ROPE

PLASTIC BAGS  
TOILET/TISSUE PAPER  
DIAPERS  
TOYS  
SHOES  
PALM FRONDS

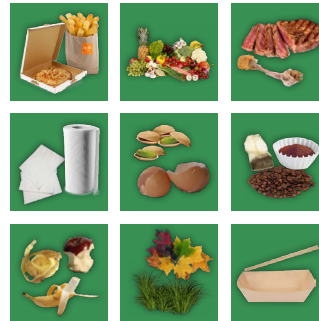
#### NON RECYCLABLE PLASTIC



MIXED PAPER  
CARDBOARD  
ALUMINUM & TIN  
CANS  
ALUMINUM FOIL

RECYCLABLE PLASTICS  
BOTTLES AND  
CONTAINERS  
GLASS JARS & BOTTLES

\*ALL RECYCLABLE MATERIALS SHOULD BE UNBAGGED, EMPTY, CLEAN, AND DRY



TREE TRIMMINGS  
GARDEN CLIPPINGS  
UNTREATED WOOD  
GRASS  
FOOD SOILED PAPER  
SOILED CARDBOARD

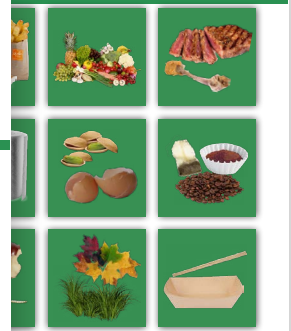
FRUITS  
VEGETABLES  
EGGSHELLS  
NUTSHELLS  
COOKED MEAT/  
POULTRY/FISH

\*NO PLASTIC BAGS OR COMPOSTABLE PLASTIC BAGS TO BE USED IN THE ORGANICS



### AGENDA ITEM NO. 8.

### DISPOSAL



DE ÁRBOL  
DE JARDÍN  
NO TRATADA  
Y CARTÓN ENSUCIADO  
CON COMIDA  
ARAS DE HUEVO Y DE NUEZ  
/ AVES / PESCADO COCIDOS

\*FAVOR DE NO USAR BOLSAS DE PLÁSTICO O BOLSAS DE SÚSTICO COMPOSTABLES EN EL CONTENEDOR DE ORGÁNICO



DISPOSAL.COM



Scan the QR code for a full list of items and their proper disposal

MIDVALLEYDISPOSAL.COM



### FOOD RECOVERY REQUIREMENTS FOR BUSINESSES SENATE BILL 1383



#### What is Senate Bill (SB) 1383?

SB 1383 is a state law designed to reduce the amount of their edible surplus food that food generators are also required to subscribe to programs and designed to educate edible food generators compliance and offer technical assistance.

#### What businesses are covered and when do they need to comply?

- Tier 1 Businesses: January 1, 2022**
- Supermarket (with revenue  $\geq$  \$2 million)
  - Grocery store ( $\geq$  10,000 sq. ft.)
  - Food service provider
  - Food distributor
  - Wholesale food vendor
- Tier 2 Businesses: January 1, 2024**
- Restaurant ( $\geq$  250 seats or  $\geq$  5,000 sq. ft.)
  - Hotel with onsite food facility ( $\geq$  200 rooms)
  - Health facility with onsite food facility ( $\geq$  100 beds)
  - Large events and venues
  - State agency with cafeteria ( $\geq$  250 seats or  $\geq$  5,000 sq. ft.)
  - Local education agency with onsite food facility

### SB 1383 INFORMATION GUIDE

#### WHAT IS SENATE BILL 1383?

SB 1383 is a bill that was passed to reduce organic waste disposal from our landfills by 75 percent and increase edible food recovery by 20 percent by 2025 and takes effect January 1, 2022.

All jurisdictions are required to adopt a mandatory organic waste ordinance. Jurisdictions will enforce and apply fines and penalties on anyone who does not comply.

#### KEEPING ORGANIC WASTE OUT OF THE LANDFILL

Organic waste that decomposes in a landfill releases methane gas, a highly potent greenhouse gas. This is why keeping food waste and green waste out of your trash is so important. Sending food scraps and green waste to a controlled composting facility through your green containers helps to prevent the release of methane gas that contributes to poor air quality affecting your health. Reducing methane gas will also prevent extreme climate change impact such as droughts and wildfires.

#### EDIBLE FOOD RECOVERY

There is an urgent need for food donation. Early participation in food recovery programs will help feed people who face hunger daily. California protects food businesses from liability now more than ever through the California Good Samaritan Food Donation Act.

Visit [MidValleyDisposal.com](http://MidValleyDisposal.com) for information regarding programs for the donation of edible food in your community.

#### WHO IS AFFECTED?

Everyone. Single residences, multiple family residences, businesses, schools, and special districts are all required to comply with SB 1383 and subscribe to recycling and organic waste recycling services. This means that organic waste, including food scraps and green waste, must be separated and placed in a green container, recyclables in a blue container, and trash in a gray container.

#### WHAT HAPPENS TO ORGANIC WASTE COLLECTED BY MID VALLEY DISPOSAL?

The organic waste collected by Mid Valley Disposal goes through its composting facility in Kernan where the materials are processed to produce compost and mulch used in the farming industry in the Central Valley to grow and produce nuts, vegetables, and fruits. You can help by making sure everything going in your organic container is compostable. Refer to our recycling guide to see what is compostable. If you have an alternative arrangement for your organic waste, you must be approved and comply with City requirements.

#### WAYS TO REDUCE ORGANIC WASTE AT HOME

- Shop smart and plan your food preparation by using a grocery list.
- Buy exactly what you need.
- When unpacking groceries move old products to the front and new items to the back.
- Monitor what you throw away.
- Eat leftovers & repurpose leftover scraps.
- Donate what you won't use.

### RECYCLING GUIDE



STYROFOAM  
TREATED WOOD  
HOSE/ROPE  
PET WASTE  
CLOTHES

PLASTIC BAGS  
TOILET PAPER  
DIAPERS  
SHOES  
CARPET

TOYS  
NON RECYCLABLE PLASTIC

MIXED PAPER  
CLEAN/FLAT  
CARDBOARD  
OFFICE PAPER

ALUMINUM & TIN  
CANS

RECYCLABLE PLASTICS  
BOTTLES AND  
CONTAINERS

GLASS  
JARS & BOTTLES

BREADS & GRAINS  
YARD TRIMMINGS  
UNTREATED WOOD  
PASTA & RICE  
SOILED PAPER & CARDBOARD  
COOKED MEAT/POULTRY/FISH



WWW.MIDVALLEYDISPOSAL.COM

### QUARTERLY NEWSLETTER 3<sup>RD</sup> QUARTER, 2024



### HIGH TEMPS = HIGH FIRE RISK

Improper disposal of Household Hazardous Waste (HHW) in Central California's hot climate poses a serious fire risk. Items like batteries and chemicals can easily ignite, leading to dangerous wildfires. Proper disposal is essential to prevent such hazards and safeguard the community.

#### HOLIDAY NOTICE

THERE WILL BE NO DELAYS IN SERVICE THE WEEK OF THE FOLLOWING HOLIDAYS:

INDEPENDENCE DAY  
THURSDAY, JULY 4LABOR DAY  
MONDAY, SEPT 2VETERANS DAY  
MONDAY, NOV 11

#### AB1826 - MANDATORY ORGANICS RECYCLING

AB1826 requires businesses and multi-family units such as apartments who generate two (2) cubic yards or more of waste per week to have an organics recycling program in place. Mid Valley Disposal can assist you with becoming compliant with AB1826!



#### AB341 - MANDATORY COMMERCIAL RECYCLING

AB341 requires businesses and multi-family units such as apartments who generate four (4) cubic yards or more of waste per week to have a recycling program in place. Mid Valley Disposal can assist you with becoming compliant with AB341!



### NEW HHW FACILITY IN FRESNO NOW OPEN!

The Fresno County Environmental Compliance Center (ECC) accepts many hazardous materials including yard chemicals, pool chemicals, cleaning chemicals, automotive fluids, and chemicals, and many more. The facility is located at:

1327 W. Dan Riquillo Dr, Fresno, CA 93706, and is open on most Fridays & Saturdays from 9:00 a.m. - 3:00 p.m.



The facility also accepts materials from qualifying small businesses by appointment only; call 1-877-235-3005 to make an appointment. Small business customers only pay the cost of disposal. For more information, scan the QR code to visit the County's website, or call the Resources Division at (559) 600-4259.



Scan the QR code to visit our website, [midvalleydisposal.com](http://midvalleydisposal.com)



During implementation period and the roll out of new services Mid Valley Disposal delivers a “new start packet” to all customers. The “new start packet” generally includes but is not limited to the following fliers:

- New Start Welcome Letter
  - Recycling Guide
  - SB 1383 general information
- Container Exchange Guidelines
  - Mid Valley Disposal Additional Services Guide

Contamination monitoring:

Mid Valley Disposal contamination monitoring is conducted through Driver or Recycling Coordinator observation, and scheduled SB 1383 Route Reviews.

Drivers on routes or Recycling Coordinators performing site audits may observe and tag containers for contamination at any time. All carbon copies of tags are entered into our customer data base for record keeping purposes. Our Recycling Coordinators then provide immediate and individualized education to the customer to help them resolve the issue of contamination through phone calls, emails, direct mail, or in person visits. Mid Valley Disposal’s Recycling Programs Manager works directly with the city to develop educational materials and/or letters that align with the detailed contamination program described in the franchise agreement. Mid Valley Disposal currently works with four other jurisdictions whose franchise agreements require different tiered contamination fee programs. Based on each franchise agreement, we develop individualized program tools, including billing and recurring reports, to ensure that jurisdictions meet the necessary contamination program requirements.

The Recycling Department also conducts annual SB 1383 compliant Route Reviews on every route that runs through the city. The Recycling Programs Manager will work closely with the City of Clovis in the planning process to ensure we align with all city timelines and requests.

**WARNING**  
**ADVERTENCIA**

☐ **RECYCLING**  
RECICLAJE

☐ **ORGANICS**  
ORGANICOS

☐ **TRASH**  
BASURA

☐ **OVERLOADED**  
SOBRECARGADO

☐ **CONTAMINATED**  
CONTAMINADO

☐ **SERVICED**  
VACIADO

☐ **NOT SERVICED**  
NO VACIADO

**REMOVE CONTAMINATION / EXCESS**  
**ELIMINA CONTAMINACIÓN / EXCESO**

Container may not have been emptied due to contamination or overload. Please remove contamination/excess before next service day or call **(559) 567-0520** to request additional service.

*Es posible que el contenedor no se haya vaciado debido a contaminación o sobrecarga. Elimine la contaminación / el exceso antes del próximo día de servicio o llame al **(559) 567-0520** para solicitar servicio adicional.*

DATE: \_\_\_\_\_  
(FECHA)

ROUTE: \_\_\_\_\_  
(RUTA)

ACCT #: \_\_\_\_\_  
(# DE CUENTA)

ADDRESS / CITY (DOMICILIO): \_\_\_\_\_

CONTAINER LOCATION: \_\_\_\_\_ BIN SIZE (TAMAÑO): \_\_\_\_\_  
(UBICACIÓN DEL CONTENEDOR)

CONTAMINANTS FOUND INCLUDE: \_\_\_\_\_  
(LOS CONTAMINANTES ENCONTRADOS INCLUYEN)

**RECYCLE NOT ACCEPTED**  
NO Styrofoam  
NO Clothes  
NO Diapers  
NO Tires  
NO Plastic Bags  
NO Green Waste  
NO Electronics

**RECICLAJE NO ACEPTADO**  
NO unicef  
NO ropa  
NO pañales  
NO llantas  
NO bolsas de plástico  
NO desechos verdes  
NO electrónicos

**ORGANICS NOT ACCEPTED**  
NO Plastic Bags  
NO Animal Waste  
NO Furniture  
NO Painted Wood  
NO Dirt  
NO Brick  
NO Cement  
NO Palm Fronds  
NO Compostable Bags

**ORGANICOS NO ACEPTADO**  
NO bolsas de plástico  
NO desechos de animales  
NO muebles  
NO madera pintada  
NO tierra  
NO ladrillo  
NO cemento  
NO hojas de palma  
NO bolsas compostables

## RSB 1383 Route Review Standard Operating Procedure

1. **PURPOSE:**  
The purpose of this SOP is to describe the methods and procedures used by Mid Valley Disposal staff to execute the contamination minimization requirements of SB 1383.
2. **SCOPE:**  
This procedure applies to contamination minimization efforts performed by Mid Valley Disposal's Recycling Coordinator staff. This procedure does not apply to contamination monitoring performed by Mid Valley Disposal drivers.
3. **RESPONSIBILITIES:**  

**OPERATIONS MANAGER:** Responsible for identifying all routes operating within the city, identifying a random sampling of 5% of stops along each route, and providing a map of the selected stops on the route to the Recycling Programs Manager.

**RECYCLING PROGRAMS MANAGER:** Responsible for setting up all routes in Smartsheet program, record keeping all documents in an organized manner, and scheduling and assigning Recycling Coordinator staff to complete the route review. Report findings to the Jurisdiction on a quarterly basis. The Program Manager will work closely with the Jurisdiction to ensure methodology and scheduling approval.

**RECYCLING COORDINATORS:** Responsible for completing route review audits in the field, taking clear photos, leaving contamination tags on containers, providing follow-up education and outreach, and keeping detailed records of all actions performed.
4. **PROCEDURE:**  

**Step 1:** Identify Routes

**Step 2:** 5% of stops selected & map provided to Recycling Department

**Step 3:** Stops on route entered into Smartsheet

**Step 4:** Route review scheduled

**Step 5:** Route review performed in-field

**Step 6:** Follow up education mailed out to all generators with contamination observed

**Step 7:** Downloading of route review data results and saved in recordkeeping folder

**Step 8:** Provide results to jurisdiction
5. **SAFETY CONSIDERATIONS:**  
PPE and closed toed shoes are required to be worn by all Recycling Coordinator staff while out in the field.
6. **EQUIPMENT AND MATERIALS:**
  - Smartsheet program & App
  - Cell Phone with camera
  - Contamination Tags
  - "Good Job" Tags
  - Writing utensil
  - Computer
  - PPE (high visibility vest)
  - Vehicle
7. **REFERENCES:**  
SB 1383 Section 18984.5 container contamination minimization



## Recordkeeping:

Mid Valley Disposal's Recycling Department is well versed in the record-keeping and reporting requirements of SB 1383 and assists all of our contract cities with their reporting and implementation record requirements. The Recycling Department manager ensures all education, outreach, waivers, contamination monitoring, procurement, and compliance reviews are tracked in full compliance with SB 1383. All records are regularly provided to the Jurisdiction on an agreed-upon schedule.

SB 1383 COMPLIANCE REQUIREMENT	MVD PROGRAM SOLUTION
Organic Waste Diversion	<ul style="list-style-type: none"> <li>MVD Composting Facility in Kerman is certified for mixed organics processing.</li> <li>Established and new collection routes collect source separated organic waste.</li> </ul>
Container Collection System/Colors/Labeling	<ul style="list-style-type: none"> <li>MVD provides 3-container collection services: <ul style="list-style-type: none"> <li>Gray - MSW</li> <li>Blue - recyclables</li> <li>Green - organic waste</li> </ul> </li> <li>New Labels are consistent with SB 1383 requirements</li> <li>Commercial Bins Color and labeling consistent with standards</li> </ul>
Edible Food Recovery Program	<ul style="list-style-type: none"> <li>Identify generators and help partner with local recovery organizations.</li> </ul>
Recovered Organic Waste & Renewable Energy Procurement Requirements	<ul style="list-style-type: none"> <li>MVD Compost Facility in Kerman produces compost available for City procurement.</li> <li>MVD purchases RNG through fueling contracts and passes credits on to municipalities.</li> </ul>
Education and Outreach Requirements	<ul style="list-style-type: none"> <li>MVD has a comprehensive educational and Outreach materials to address SB1383 including AB341, AB1826, and AB827 including FAQs and PowerPoint presentations.</li> </ul>
Contamination Minimization Requirements	<ul style="list-style-type: none"> <li>MVD has a Contamination Minimization Program that includes monitoring of container contaminants including image capture at point of service using on-board truck camera's, in addition to site assessments and residential audits.</li> </ul>
Recordkeeping Requirements	<ul style="list-style-type: none"> <li>MVD keeps records of all activities performed in its contract cities for its Contamination Minimization Program, Educational and Outreach Programs, and Diversion Incentives Program as well as disposal and diversion tonnages from cleanup events, city sponsored events, and other special wastes services.</li> </ul>
Self-Haul, Waivers and Exemptions Requirements	<ul style="list-style-type: none"> <li>MVD can assist cities and generators with applications for waivers, and exemptions.</li> </ul>
Compliance & Enforcement	<ul style="list-style-type: none"> <li>MVD provides documentation and data reporting to cities to help in compliance and enforcement efforts.</li> </ul>
Adopt Enforceable Ordinances	<ul style="list-style-type: none"> <li>MVD assists its contract cities to update their solid waste ordinances to be consistent with SB 1383 requirements.</li> </ul>

## Reporting:

Mid Valley Disposal is well positioned to assist the City of Clovis with all CalRecycle reporting. We have assisted all of our contract cities with the execution and on-time submission of accurate and in-depth electronic annual reports for over 20 years. Our approach is to not just report data to the City, but to act as a point of contact for CalRecycle staff while advocating for the interests of the City. MVD has been praised by CalRecycle for the quality and effectiveness of reporting.

### CalRecycle Electronic Annual Report

Program Code	Program Type	Item/Activity
1010-SR-BCM	Backyard and On-Site Composting/Mulching	2019 AR: The City mulches at nearly all City owned facilities that have grass. The Skate Park complies to the current State's Model Water Efficient Landscape Ordinance (MWELO). The new Veteran's Memorial Park is fully compliant as well. Recycling Coordinator continues to educate residents about organics and what materials are compostable through events, site visits, flyers, and social media.
1020-SR-BWR	Business Waste Reduction Program	2019 AR: The City's franchise hauler-Mid Valley Disposal and the city continue to promote recycling and waste reduction practices through commercial recycling and organics programs and the commercial site visits/assessment programs. During commercial site visits, businesses are provided with AB341 mandatory commercial recycle and AB1826 mandatory commercial organics program flyers and a detailed review of materials that can be diverted to assist with the reduction of waste. Waste assessments are conducted as needed and education is readily available to assure all employees are aware of the waste reduction practices. In 2019, 628 waste assessments were conducted; these assessments include the multi-family accounts as well. The City, Sanger Chamber, multiple doctor's offices, and the Sanger Library also keep Mid Valley Disposal Flyers in their lobbies regarding hazardous waste, C&D, AB341, AB1826, Clean Up Events, and bulky item pickups. The City, Sanger Chamber, Mid Valley Disposal, and the Sanger Scene also keep AB341, AB1826, C&D, Hazardous Waste, Clean Up Events, and bulky item pickup flyers on their social media accounts and websites. Additionally, the City sends out a monthly newsletter to all residential and commercial accounts that provides recycling information.
1030-SR-PMT	Procurement	2019 AR: Ongoing. The City officials use tablets for meetings, mugs and cups are provided to employees, and the City provides energy efficient vehicles to staff.
1040-SR-SCH	School Source Reduction Programs	2019 AR: Since the School District is no longer using the City's hauler as the waste collection hauler the City does not have any information to update on the annual report.
1050-SR-GOV	Government Source Reduction Programs	2019 AR: The City promotes diversion programs with flyers and educational materials printed and placed inside brochure holders at City Hall. Residents are free to take the information and learn how to improve on waste reduction. The City also promotes recycling through monthly newsletters, their website, and social media accounts. The City's hauler has a Recycling Coordinator that presents to staff and meets with City Staff regularly to promote the recycling programs. The City has multiple printers and copiers that print double-sided. Staff tends to print double sided. The City does not provide disposable cups to employees. Staff uses their own coffee mugs and water containers. The City has donated vehicles in the past or auctioned them. City officials also use tablets instead of paper for their meetings.
1060-SR-MTE	Material Exchange, Thrift Shops	2019 AR: Mid Valley Disposal provides Sanger residents with two vouchers where they can drop off any items (totaling 2 cubic yards) at our facility located in Fresno, free of charge. Additionally Mid Valley Disposal provides two Sanger Clean Up Events; one in fall and one in spring. The residents of Sanger can bring bulky items, up to 4 tires, E-Waste, green waste, metal, and other appliances free of charge. Mid Valley Disposal also provides two bulky item curbside pickups per year. MVD will pick up to 3 items on each pickup and each item must weigh less than 100 pounds. City of Sanger also has multiple clothing drop off boxes provided by Eco-World throughout high traffic areas. There were 168 Yard Sale Permits issued in 2019 by the City and there is 1 thrift store located in Sanger.
2000-RC-CRB	Residential Curbside	2019 AR: The City's franchise hauler provides a three cart system for trash, single stream recycling, and organic waste weekly collection. The City's hauler monitors the recycling programs with contamination notification tags drivers will place on a cart with unacceptable materials found inside. All contamination tags are sent to the Recycling Coordinator and the Recycling Coordinator provides recycling education to every resident with a contaminated cart. The recycling programs are promoted each year with an annual mail out flyer reminding residents of the accepted and not accepted items for recycling and trash.
2010-RC-DRP	Residential Drop-Off	2019 AR: The City offers a residential drop off event twice a year (Once in fall and once in Spring) where residents can haul extra trash, bulky items, e-waste, tires, and green waste to the Public Works Yard to this one day event. Last year's totals: Metal: 59.14 tons, Tires: 13.35 tons, Refuse: 256.67 tons, E-Waste: 15.61 tons, and Green Waste: 86.41 tons. The City also offers a voucher program where City residents receive two vouchers per year to use at the Hauler's transfer station located at 2721 S. Elm Ave, Fresno, CA. The residents are allowed to take up to 2 cubic yards of waste per voucher.



## 2.N.2: Litter Prevention/Abatement Plan

### Proposal Section 5.5.13 Other Required Plans

At Mid Valley Disposal, we prioritize litter prevention and abatement as part of our commitment to providing efficient and environmentally responsible waste collection services. Our approach focuses on both preventing litter during collection and effectively addressing any litter that may occur afterwards, ensuring minimal disruption to the community and maintaining a clean, safe environment.

#### 1. Side Loader Toters (carts):

To prevent litter during cart collection, we utilize side-loader trucks equipped with advanced automated servicing mechanisms. These trucks undergo regular maintenance to ensure they function properly, reducing the likelihood of malfunctions that could result in trash spilling from the carts. Our drivers are trained to carefully monitor the collection process and ensure all waste makes it into the truck. Additionally, drivers are vigilant in identifying overloaded carts, which they tag to notify the customer and encourage proper disposal practices. This proactive approach minimizes litter caused by overfilled containers.

#### 2. Commercial Bins:

For commercial collection services, we ensure drivers closely monitor for overloaded bins. If a bin is overloaded, drivers will tag it and, in cases where litter is left behind, document the issue and notify the customer. This allows us to address overloading with customers directly and offer solutions, such as adjusting service frequency or providing additional bins to prevent future litter incidents.

#### 3. Litter Abatement Post-Collection:

In the event that litter does occur during collection, our drivers are equipped with shovels and brooms on every truck to clean up any debris that may spill onto the ground. When safe to do so, drivers will manually collect small debris and clean the area as needed. Larger litter issues are reported to supervisors for further action. Additionally, our trucks are fitted with cameras that help identify problem areas where litter may be a recurring issue, allowing us to implement targeted abatement strategies.



## Cost Considerations:

Mid Valley Disposal is committed to providing cost-effective solutions while maintaining the highest standards of service. The costs associated with our litter prevention and abatement efforts, including equipping trucks with cleaning tools and regular driver training, are integrated into our overall operational expenses. As such, no additional fees will be charged to the City or its residents for standard litter control measures. If a customer requires extra services to address recurring litter due to overloading or improper disposal, we offer tailored solutions such as increased service frequency or additional bins at a competitive cost, discussed on a case-by-case basis.

In summary, our approach to litter prevention and abatement is proactive and customer-focused. By maintaining our equipment, training drivers, and ensuring each truck is equipped with shovels and brooms for immediate cleanup, we minimize litter during collection operations. When litter does occur, we are prepared to respond quickly and efficiently to keep the City clean and safe for all residents.





2.N.3: Skilled Driver Recruiting, Training, and Retention Plan

Proposal Section 5.5.13 Other Required Plans

Recruitment, Training, and Retraining Program for Skilled Drivers

At Mid Valley Disposal, our drivers are the backbone of our commitment to the community, ensuring dependable and thoughtful service every day. We take pride in providing consistent, reliable collections by equipping our team with the skills they need to excel. Our comprehensive approach to the recruitment, training and retention of skilled drivers is now in one centralized location. The MVD Training and Resource Center opened in March of 2024 and serves as a 360-degree training hub for drivers to focus on safety, efficiency and customer service.



Recruitment

Our recruitment strategy is built on the belief that the best teams are made up of people who care deeply about their work and community. We partner with local vocational schools, participate in job fairs, and engage in community outreach, while also encouraging in-house referrals from our employees who understand our culture of safety and service. We offer competitive compensation, comprehensive benefits, and clear career growth pathways to attract and keep top talent, fostering a supportive and close-knit environment where everyone looks out for one another.



Commercial Driver Instructor (CDI) Program

Our Commercial Driver Instructor (CDI) program is the heart of our training efforts, ensuring that every new driver learns from the best. The 8-hour course is divided into two phases: trainers first learn how to deliver engaging and impactful in-cab instruction, then gain an overview of the classroom training content that new drivers receive. This approach ensures consistency and creates a strong foundation, helping trainers connect with new hires and reinforce knowledge in the field. It's about more than just teaching; it's about inspiring and mentoring the next generation of drivers.

New-Hire Driver Training Program

Every new driver goes through a multi-phase training program that prepares them to serve our community with excellence:

**Classroom Instruction:** A 5-day session where drivers learn critical safety protocols, vehicle operations, regulatory compliance, and the importance of exceptional customer service.

**Hands-On Training:** Real-world, in-cab coaching with experienced trainers focused on route efficiency, safe driving, and solid waste handling. We emphasize the importance of community service standards and teach drivers to use in-cab technology effectively. We also instill pride in being the face of Mid Valley Disposal, representing our company's values of safety, courtesy, and reliability to every neighborhood we serve.

Retraining and Ongoing Development

Our commitment to growth doesn't end with initial training. Drivers receive personalized retraining and development, from hands-on coaching to performance feedback sessions. Weekly *Toolbox Talks* keep safety top of mind, while quarterly safety campaigns and route observations promote ongoing excellence. Our continuous investment in our drivers means they always feel prepared, confident, and supported.

## Retention and Performance Monitoring

We believe that a happy, supported driver is the key to our company's success and our community's well-being.



**Regular Feedback:** Supervisors offer consistent, meaningful feedback to help drivers grow and feel valued.

**Incentive Programs:** We recognize outstanding performance with bonuses for safety, attendance, and customer satisfaction.

**Robust Onboarding:** Our thorough onboarding program has contributed to an impressive 80% retention rate, reducing incidents and creating a stable and engaged workforce.

**Career Advancement:** We offer full support when employees show interest in growth opportunities within MVD. Drivers have a career path to go from "behind the wheel" to becoming a route supervisor, and beyond.

**90%**  
of our supervisors  
have been promoted  
from within.

*A testament to our  
dedication to developing  
our own people.*

During the pandemic, our team's spirit shined brightest. We never missed a day of service, even when it meant supervisors and managers stepping in to help. This unwavering commitment not only kept our operations running but also brought us closer together, reinforcing our dedication to our community.

We also make sure our drivers feel appreciated and part of the family. From annual family picnics to local BBQs cooked by ownership and management, holiday gifts, and community events, we celebrate our team's hard work and the role they play in keeping our neighborhoods clean and safe.

## 2.N.4: Local Purchasing Preference

Mid Valley Disposal is committed to supporting the local economy of Clovis by prioritizing partnerships with businesses within the city. We recognize the importance of investing in our community and aim to source materials and services locally whenever possible.

We utilize several local vendors to meet our operational needs:

### MINUTEMAN PRESS (657 SHAW AVE, CLOVIS):



We rely on Minuteman Press for all our printing services. They produce essential educational materials that we distribute across our jurisdictions, ensuring that our outreach efforts are effective and well-represented.



**FASTSIGNS (1541 RAILROAD AVE, CLOVIS):**

FastSigns is our go-to provider for banners and large signage, which play a vital role in our community visibility. Additionally, they create custom acrylic trophies for our "Recycler of the Year" recipients, celebrating the achievements of our partners and encouraging continued excellence in recycling efforts.

**ACE TROPHY SHOP (1050 POLLASKY AVE, CLOVIS):**

At Mid Valley Disposal, we believe in celebrating the exceptional contributions of our employees and community members. To honor their dedication and achievements, we collaborate with Ace Displays to create a variety of awards. Recently, they designed custom steering wheel trophies for our "Safe Driver Campaign," highlighting our drivers' unwavering commitment to safety and excellence in service.

**WILD WATER ADVENTURE PARK (11413 E SHAW AVE. CLOVIS):**

Each year, we proudly host our Founder's Picnic at Wild Water in Clovis, a centrally located venue that is easily accessible for all employees, regardless of where they reside. This special event honors our founder, Jay Kalpakoff, and serves as a wonderful opportunity for the entire Mid Valley Disposal team to gather for a day of fun, camaraderie, and team-building activities. The picnic not only celebrates our company culture but also reinforces the strong connections among our employees, fostering a sense of unity and pride in our mission.

Through these collaborations, Mid Valley Disposal not only enhances its operations but also strengthens the local economy, demonstrating our commitment to community engagement and support.



## 2.O: Subcontracting

MVD and related companies perform all the direct services required under this proposal including processing and marketing of diverted materials.

Sorted glass is sent to Strategic Materials Inc (SMI) processing site in Fairfield for further processing under the state QIP program. MVD also uses 3rd party freight companies for shipment of sorted commodities to end markets. A listing of those companies is available upon request.

## 2.P: Billing

The jurisdictions currently being directly billed by Mid Valley Disposal.

- |                |               |                    |
|----------------|---------------|--------------------|
| ▶ ARMONA       | ▶ GUSTINE     | ▶ COUNTY OF FRESNO |
| ▶ ATWATER      | ▶ LINDSAY     | ▶ COUNTY OF KINGS  |
| ▶ BIOLA        | ▶ LOS BANOS   | ▶ COUNTY OF MADERA |
| ▶ DOS PALOS    | ▶ ORANGE COVE | ▶ COUNTY OF MERCED |
| ▶ FARMERSVILLE | ▶ REEDLEY     | ▶ COUNTY OF TULARE |
| ▶ FIREBAUGH    | ▶ SELMA       |                    |
| ▶ FRESNO       | ▶ STRATFORD   |                    |

Mid Valley Disposal uses Encore, a part of Routeware, an all-in-one customer records management software. Billing and service transaction codes are linked to contract pricing and routing, meaning service changes are updated in the customer's billing and driver routes at one time. The workflow automation provides seamless transitions for customers, back office-staff and drivers. All account information is centralized affording the opportunity for the CSR to manage accounts quickly and easily. The service history for each account and what date and time a customer was serviced is available for CSRs to efficiently and effectively solve customer issues. CSRs can see a comprehensive waste billing summary for the customer, including payment history and aged debt, to answer customer inquiries.

Changes in customer service level changes, (e.g. starts, cancelations, rate changes) are prorated once the work is complete, and customer accounts are subsequently updated to ensure accurate billing.. Billing is conducted on the last day of the month in arrears. Customers can make payments through a variety of methods: the MVD website (electronic check, debit/credit cards, auto-pay), visit any local MVD office, call our pay-by-phone option, or mail in their payment.

Statements are printed electronically through BMS Technologies and stored indefinitely. BMS Technologies can include multiple inserts to invoice mailing or provide mid-billing mailings with minimal lead time.

BMS Technologies provides Online Mail Tracking, utilizing IMb Tracing™ data from the US Postal Service. This process allows us to track customer statement delivery dates as it moves through USPS system.

BMS Technologies also provides us with National Change of Address Linkage system (NCOALINK) a secured system provided by the USPS to allow addresses to be updated to reflect permanent change-of-address information before mailing. This system references each record against change-of-address requests that have been filed with the USPS, updating it if a match is found.

Our CSRs reach out to all customers that may appear on the NCOALINK list to verify any new and updated information. A correct address saves time, money, and manpower by reducing the volume of non-deliverable mail; unsorted mail; and mail that is deliverable but requires extra effort to determine the proper location to which it should be delivered.

***Statement example PDF (following page)***


**MID VALLEY  
DISPOSAL**

 PO BOX 12146  
 FRESNO CA 93776-2146  
 Phone: (559) 567-0604  
 www.midvalleydisposal.com

<b>ACCOUNT NAME:</b>	SITENAME	
<b>ACCOUNT NUMBER</b>	<b>INVOICE NUMBER</b>	
51086300	3082404	
<b>DATE</b>	<b>INVOICE TOTAL</b>	<b>AMOUNT DUE</b>
11/01/24	\$3,160.12	\$3,160.12

ALL ACCOUNTS ARE DUE BY THE 20TH OF THE MONTH.

DATE	DESCRIPTION	REFERENCE	JOB PO	UNITS	\$/UNIT	SUBTOTAL
<b>ACCT # 51086300 SITE NAME **** SERVICE ADDRESS FRESNO, CA 93727</b>						
10/01/24	PAYMENT	ACH AUTOPAY 508938		1.00	(\$3,160.12)	(\$3,160.12)
11/01/24	64G TRASH 1XWK			73.00	\$21.14	\$1,543.22
11/01/24	2YD ORGANICS 1XWK			1.00	\$86.80	\$86.80
11/01/24	96G RECYCLE 1XWK			73.00	\$18.33	\$1,338.09
11/01/24	96G ORGANIC 1XWK			7.00	\$27.43	\$192.01

Scan the QR Code below to make a payment, sign up for paperless billing, or autopay. To make a payment using our automated phone system dial 559-421-1780 or visit [www.midvalleydisposal.com](http://www.midvalleydisposal.com) to contact us for all service requests. Containers that are overfilled or contaminated may result in additional charges on your next invoice.

## PAY MY BILL

Finance Charge is computed at the rate of 1 1/2% monthly (APR is 18%) with a \$3.00 minimum charge.



CURRENT	30 - DAYS	60 - DAYS	90 + DAYS
<b>\$3,160.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

MAKE CHECKS PAYABLE TO MID VALLEY DISPOSAL


**MID VALLEY  
DISPOSAL**

 PO BOX 12146  
 FRESNO CA 93776-2146

ACCOUNT NUMBER		PAYMENT DUE DATE
51086300		11/30/24
INVOICE NUMBER		INVOICE DATE
3082404		11/01/24
INVOICE TOTAL	INVOICE BALANCE	AMOUNT DUE
\$3,160.12	\$0.00	Autopay
AMOUNT ENCLOSED		\$

 EXAMPLE STATEMENT  
 2ND NAME  
 MAILING ADDRESS  
 FRESNO CA 93727

 MID VALLEY DISPOSAL  
 PO BOX 12146  
 FRESNO CA 93776-2146



## 2.Q: Corporation Yard & Maintenance Facilities

### 5.5.16 Corporate Yard and Maintenance Facilities

Mid Valley Disposal currently owns and operates a fully permitted facility at Whitesbridge and Valentine, alongside Highway 180. Overall, this approximate 12-acre site supports our operations across much of Fresno County. This location provides immediate access to Highways 99, 41, and 168, allowing for a centrally located facility to our service area. Built on this site is approximately 14,000 sf office space, including a multi-bay maintenance shop, and parking for 75 trucks. Truck fueling and washing is also available on site.

Currently in progress are plans to build a new corporate office, located adjacent to the existing facility on Whitesbridge and Valentine. This new property will include approximately 20,000sf of office space, and an additional 9,500 sf to house a maintenance shop and dispatch team. Construction is projected to begin in 2025 with anticipation of being fully operational in preparation of Mid Valley Disposal's 30th anniversary.

Our post collect sites are detailed in sections 5.5.2 and 5.5.5.

We recognize the importance of having a local office as described in the Customer Service section 4.8 for the length of our agreement. Upon execution of the agreement, Mid Valley Disposal will source a local office to house local Mid Valley Disposal representatives. Similar to our service agreements with Los Banos and Atwater, we have launched local offices where in-person customer service support is available.

## 3: Financing and Cost Proposal

### 3.A: Financing Plan

MVD has a long history of fiscal responsibility and stability, demonstrated in the audited financial statements provided under confidential cover. Should the City award the contract to MVD, all required equipment could be purchased using existing capital on hand. As a secondary source, MVD maintains a revolving credit agreement with BMO that has existing availability adequate to finance the required equipment to begin services. A letter from BMO is included in section 1 to reinforce MVD's access to capital needed for all equipment necessary to perform under the agreement.

#### Sources:

Combination of cash on hand and revolving credit line draw:

**\$8,900,000**

#### Uses

All collection equipment, rolling stock, containers, and G&A equipment:

**\$8,900,000**

3.B: Cost and Rate Proposal

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$5,510,244.96
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,204,542.23
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$6,160.29
	Total Rate Revenue	\$7,720,947.48
4	Proposed Rate Period 1 Cost (without bagged organics)	\$7,721,927.21
5	Surplus/(Deficit)*	-\$979.73
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

## General Proposer Information

Form 1

City of Clovis Base Services

Proposer Name:		Mid-Valley Disposal, LLC
Note to proposer: Input data in yellow shaded areas only.		
<b>A. Primary Contact Information</b>		
1	Name	Joseph J. Kalpakoff
2	Title	CEO/President
3	Phone	(559) 237-9425
4	Fax	NA
5	E-mail	<a href="mailto:Josephk@midvalleydisposal.com">Josephk@midvalleydisposal.com</a>
<b>B. Support Facilities</b>		
1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	3444 W Whittessbridge Rd. Fresno, CA 93706
2	Address of administrative office	15300 W Jensen Ave Kerman, CA 93630
3	Address of billing office	15300 W Jensen Ave Kerman, CA 93630
4	Address of customer service office	3444 W Whittessbridge Rd. Fresno, CA 93706
<b>C. Recyclable Materials Processing and Handling</b>		
1	Name of processing site	Mid Valley Recycling Elm Ave MRF
2	SWIS ID	10-AA-0188
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul
4	Name and address of transfer location (if applicable)	
<b>D. Organic Materials Processing and Handling (co-mingled YW/FW)</b>		
1	Name of processing site	Mid Valley Recycling Kerman Compost
2	SWIS ID	10-AA-0201
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transferd
4	Name and address of transfer location (if applicable)	Mid Valley Recycling Elm Ave TS 2721 S Elm Ave
5	Bagged materials accepted at facility?	Commercial Only
<b>E. Other Processing and Handling (Optional)*</b>		
1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

\* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.



## Form 2

AGENDA ITEM NO. 8.

## Operating Statistics

Form 2

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,716	36,109	821	174	0	0	
Labor Information							
2 # of regular route personnel	5.5	5.5	5.0	1.2			17.2
3 Labor hours/day/person	9.6	9.8	9.8	8.0			
4 Total labor hours/year	13,728	14,014	15,288	2,995	120	120	46,265
Route Information							
5 # of routes per week (including weekends)	5.50	5.50	3.00	0.60	0.00	0.00	14.6
6 # of persons per route (including weekends)	1.0	1.0	1.0	1.0	0.0	0.0	4.0
7 # of route hours/day/route (including weekends)	8.2	8.3	8.1	6.0	0.0	0.0	
8 # of route hours per year per:	11,726	11,869	6,318	936	0	0	30,849
9 # of FTE routes	5.64	5.71	3.04	0.45	0.00	0.00	15
10 Total # of cart setouts per day for all routes	25,105	23,312					
11 # of cart setouts/day/FTE route	4,453	4,085					
12 # of cart setouts per week for all routes	125,525	116,560					
13 # of lifts or pulls per week for all routes			1,281	197	0	0	
14 # of lifts or pulls per year for all routes			66,612	10,244	0	0	
15 # of lifts or pulls per route hour			10.54	10.94	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	5.5	5.5	3.0	0.5	0.0	0.0	14.5
17 # of spare collection vehicles	0.0	1.0	1.0	0.0	0.0	0.0	2.0
18 Total # of collection vehicles	5.5	6.5	4.0	0.5	0.0	0.0	16.5
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,606		2,944				12,550.0
20 Organic Materials Collected		20,204		785			20,989.0
21 Materials Collected from Ancillary Services					178		178.0
22 Other Materials Collected (Specify) __special events	0	0	0	0	0	20	19.5
23 Other Materials Collected (Specify) _____	0	0	0	0	0	0	0.0
24 Total Collected	9,606	20,204	2,944	785	178	20	33,736.5
25 Processing residue disposed	1,825	1,010	442	118	0	0	3,394.7
26 Net Diverted	7,781	19,194	2,502	667	178	20	30,341.8
Overall Diversion Rate							89.9%

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
	2
	0.0
	0.0
	0
	0.00
	0
	0.00
	0.0
	0



## Form 3

AGENDA ITEM NO. 8.

## Proposed Labor Requirements

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	5.5	1.0	6.5	\$27.00	\$8.53
Cart Organic Materials	5.5	1.0	6.5	\$27.00	\$8.53
Bin Recyclable Materials	4.0	0.8	4.8	\$27.00	\$8.53
Bin Organic Materials	1.2	0.0	1.2	\$27.00	\$8.53
Scout Service	1.0	0.0	1.0	\$22.00	\$8.53
Ancillary Services	0.0	0.0	0.0		
Commercial Container Cleaning/Exchange	0.0	0.0	0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
<b>Subtotal Route Personnel</b>	<b>17.2</b>	<b>2.8</b>	<b>20.0</b>		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)		0.2	\$100.00	\$12.50	Both named Joe
General Manager	District Manager	0.1	\$75.00	\$12.50	
Operations Manager		1.0	\$50.00	\$12.50	
Service Liaison					
Municipal Relations Manager					
Government Liaison		0.5	\$40.00	\$12.50	
Route Supervisor		1.0	\$35.00	\$12.50	
Dispatcher		0.5	\$22.00	\$8.53	
Container Distribution					
Container Maintenance/Welder		0.1	\$24.00	\$8.53	
Maintenance Supervisor					
Maintenance Personnel		1.4	\$32.00	\$8.53	
Controller		0.1	\$50.00	\$12.50	
Safety Specialist		0.2	\$35.00	\$12.50	
Staff Accountant		0.1	\$30.00	\$8.53	
Office Manager		0.1	\$45.00	\$12.50	
Human Resources		0.1	\$45.00	\$12.50	
Accounting Clerk					
Billings Clerk		0.1	\$25.00	\$8.53	
Accounts Receivable Clerk		0.1	\$25.00	\$8.53	
Collection Clerk					
Financial Analyst					
Benefits Coordinator		0.1	\$30.00	\$8.53	
Customer Service Supervisor		0.1	\$30.00	\$8.53	
Customer Service Representatives		2.0	\$20.00	\$8.53	
Sales Coordinator					
Recycling Manager		0.2	\$40.00	\$12.50	
Diversion Coordinator(s) (up to 1 FTE equivalent)		1.0	\$23.00	\$8.53	
Other (specify): _____					
Other (specify): _____					
<b>Subtotal Other Personnel</b>	<b>N/A</b>	<b>9.0</b>			
<b>Total All Personnel</b>		<b>29.0</b>			

## Form 4

AGENDA ITEM NO. 8.

## Summary of Proposed Costs

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
<b>Cost of Operations</b>							
Labor-Related Costs	\$613,620	\$613,620	\$416,810	\$83,362	\$89,614	\$12,400	\$1,829,426
Vehicle-Related Costs	\$170,875	\$170,875	\$81,369	\$16,274	\$4,285	\$0	\$443,678
Fuel Costs	\$216,475	\$243,890	\$121,945	\$24,389	\$6,874	\$0	\$613,573
Other Costs	\$183,309	\$195,000	\$97,500	\$19,500	\$12,815	\$1,000	\$509,124
Direct Depreciation	\$268,950	\$268,950	\$134,475	\$26,895	\$0	\$0	\$699,270
Total Allocated Costs - G&A and Vehicle	\$292,480	\$294,555	\$147,278	\$39,456	\$1,700	\$0	\$775,469
<b>Total Cost of Operations</b>	\$1,745,709	\$1,786,890	\$999,377	\$209,876	\$115,288	\$13,400	\$4,870,539
<b>Profit</b>	\$192,028	\$196,558	\$109,931	\$23,086	\$0	\$0	\$521,604
<b>Pass-Through Costs</b>							
Recyclable Material Processing Costs	\$360,225		\$88,320		\$0	\$0	\$448,545
Organic Material Processing Costs (without bags)		\$642,487		\$62,800	\$0	\$0	\$705,287
Other Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Disposal Costs (Residue)	\$82,131	\$45,459	\$19,872	\$5,299	\$0	\$0	\$152,761
Interest Expense	\$170,520	\$170,520	\$130,899	\$27,550	\$0	\$0	\$499,489
<b>Total Pass-Through Costs</b>	\$612,876	\$858,466	\$239,091	\$95,649	\$0	\$0	\$1,806,082
<b>Total Costs before City Fees</b>	\$2,550,613	\$2,841,914	\$1,348,399	\$328,611	\$115,288	\$13,400	\$7,198,225
<b>Recyclable Material Revenue Sharing</b>							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected	9,606.00		2,944.00				\$213,476
<b>AB 939/SB 1383 Fee</b>							
5% of Gross Commercial Receipts							\$110,227
<b>Public Education and Outreach</b>							
Minimum \$200,000 Annually							\$200,000
<b>Total Proposed Costs (organics without bags)</b>	---	---	---	---	---	---	\$7,721,927
Additional Organic Material Processing Costs (with bags, if applicable)		not available		\$ 57,000			\$57,000
<b>Total Proposed Costs (organics with bags) (2)</b>							\$7,778,927

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$10,000	
\$10,000	\$0
\$0	\$0
\$10,000	\$0
FF and CS will be calculated once all	
\$10,000	\$0

- (1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.  
 (2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.



Capital Requirements

Proposer Name: Mid-Valley Disposal, LLC

City of Clovis Base Services

Note to proposer: Input data in yellow shaded areas only.											
	New			Quantity Used			Total			Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Residential Cart Organic Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
Commercial Cart Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Commercial Bin Recyclable Materials	3		3			0	3	0	3	\$1,425,000	\$ 475,000.00
Commercial Bin Organic Materials (Comingled YW/GW)	1		1			0	1	0	1	\$475,000	\$ 475,000.00
Roll-Off			0			0	0	0	0		N/A
Subtotal	14	2	16	0	0	0	14	2	16	\$7,780,000	
Other Vehicles											
Pickup Trucks	2		2			0	2	0	2	\$100,000	\$ 50,000.00
Container Distribution	1		1			0	1	0	1	\$195,000	\$ 195,000.00
Mobile Service Truck			0			0	0	0	0		N/A
Scout			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Subtotal	3	0	3	0	0	0	3	0	3	\$295,000	
							Total Vehicle Cost			\$8,075,000	
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	900		900			0	900	0	900	\$46,125	\$ 51.25
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	800		800			0	800	0	800	\$41,000	\$ 51.25
Organic Materials Reduced Volume __64__ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Organic Materials Reduced Volume __64__ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Subtotal	2100	0	2100	0	0	0	2100	0	2100	\$106,625	
Bins											
1 cubic yard	225		225			0	225	0	225	\$151,875	\$ 675.00
1.5 cubic yards	0		0			0	0	0	0		N/A
2 cubic yards	275		275			0	275	0	275	\$206,250	\$ 750.00
3 cubic yards	300		300			0	300	0	300	\$255,000	\$ 850.00
4 cubic yards	200		200			0	200	0	200	\$190,000	\$ 950.00
5 cubic yards			0			0	0	0	0	\$0	N/A
6 cubic yards	25		25			0	25	0	25	\$28,750	\$ 1,150.00
Subtotal	1025	0	1025	0	0	0	1025	0	1025	\$831,875	
Other											
Multi-Family Kitchen Caddies	7000		7000			0	7000		7000	\$105,000	\$ 15.00
Other (specify):			0			0	0	0	0		N/A
Subtotal	7000	0	7000	0	0	0	7000	0	7000	\$105,000	
							Total Container Cost (excluding kitchen caddies)			\$938,500	
Other	Description										
Offices											N/A
Processing Site(s)											N/A
Transfer Station											N/A
Corporation Yard/Maintenance											N/A
Container Storage Yard											N/A
Shop Equipment	Additional stocked tool box for maintenance tech, misc shop supplies										\$8,500
Fueling Equipment											N/A
Computer and Office Equipment	CSR workstations, office furniture, IT and telecom infrastructure, miscellaneous office furnishings, security										\$14,500
Other (specify):											N/A
Other (specify):											N/A
							Total Other Cost			\$23,000	
Total Capital Cost										\$9,036,500	

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City with charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.



## Rate Proposal for Residential Curbside Cart Service Customers

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

## Compensation Rates for Regularly Scheduled Curbside Cart Service

Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$4.99	36,500	\$2,185,620
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$6.39	35,200	\$2,699,136
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$4.49	200	\$10,776
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$6.09	200	\$14,616
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$4,910,148

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

## Compensation Rates for Regularly Scheduled Multi-Family Bin Service

Rate Period One August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.27	6,754	\$265,027
Organic Materials	1 pick-up/week	\$5.67	\$6.57	4,250	\$335,070
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$600,097

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.  
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

## Rates for Regularly Scheduled Recycling Cart &amp; Bin Service

Rate Period One						
August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1	NA	\$7.90	852	\$80,770
		2	NA	\$15.10	1	\$181
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$38.72	\$41.82	84	\$42,152
		2	\$77.44	\$83.64	9	\$9,033
		3	\$116.16	\$125.45		\$0
		4	\$154.88	\$167.27		\$0
		5	\$193.60	\$209.09		\$0
		6	\$232.32	\$250.91		\$0
		Sunday				\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$58.08			\$0
		2	\$116.16			\$0
		3	\$174.24			\$0
		4	\$232.32			\$0
		5	\$290.40			\$0
		6	\$348.48			\$0
		Sunday				\$0
Recyclable Materials	2 cubic yard Bin	1	\$77.44	\$83.64	235	\$235,851
		2	\$154.88	\$167.27	34	\$68,246
		3	\$232.32	\$250.91	9	\$27,098
		4	\$309.76	\$334.54	1	\$4,014
		5	\$387.20	\$418.18	1	\$5,018
		6	\$464.64	\$501.81		\$0
		Sunday				\$0
Recyclable Materials	3 cubic yard Bin	1	\$116.16	\$125.45	177	\$266,462
		2	\$232.32	\$250.91	63	\$189,685
		3	\$348.48	\$376.36	27	\$121,940
		4	\$464.64	\$501.81	15	\$90,326
		5	\$580.80	\$627.26	6	\$45,163
		6	\$696.96	\$752.72	1	\$9,033
		Sunday				\$0
Recyclable Materials	4 cubic yard Bin	1	\$154.88	\$167.27	61	\$122,442
		2	\$309.76	\$334.54	38	\$152,551
		3	\$464.64	\$501.81	27	\$162,587
		4	\$619.52	\$669.08	8	\$64,232
		5	\$774.40	\$836.35	2	\$20,072
		6	\$929.28	\$1,003.62	11	\$132,478
		Sunday				\$0
Recyclable Materials	5 cubic yard Bin	1	\$193.60			\$0
		2	\$387.20			\$0
		3	\$580.80			\$0
		4	\$774.40			\$0
		5	\$968.00			\$0
		6	\$1,161.60			\$0
		Sunday				\$0
Recyclable Materials	6 cubic yard Bin	1	\$232.32	\$250.91	7	\$21,076
		2	\$464.64	\$501.81	3	\$18,065
		3	\$696.96	\$752.72	2	\$18,065
		4	\$929.28	\$1,003.62		\$0
		5	\$1,161.60	\$1,254.53		\$0
		6	\$1,393.92	\$1,505.43		\$0
						\$0

Estimated Recycling Bin Revenue for Rate Period One

\$1,906,540

## Rates for Regularly Scheduled Organics Cart &amp; Bin Service

## Form 7

AGENDA ITEM NO. 8.

Rate Period One August 1, 2025 through July 31, 2026						
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	___-gal Cart	1	NA			\$0
		2	NA			\$0
		3	NA			\$0
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
Organic Materials	96-gal Cart	1	NA	\$17.00	245	\$49,980
		2	NA	\$32.00	54	\$20,736
		3	NA	\$47.00	12	\$6,768
		4	NA			\$0
		5	NA			\$0
		6	NA			\$0
		Sunday	NA			\$0
Organic Materials	1 cubic yard Bin	1	\$46.46	\$46.46	194	\$108,168
		2	\$92.93	\$92.93	3	\$3,345
		3	\$139.39	\$139.39	5	\$8,364
		4	\$185.86	\$185.86		\$0
		5	\$232.32	\$232.32		\$0
		6	\$278.78	\$278.78		\$0
		Sunday				\$0
Organic Materials	1.5 cubic yard Bin	1	\$69.70	\$69.70	3	\$2,509
		2	\$139.39	\$139.39		\$0
		3	\$209.09	\$209.09		\$0
		4	\$278.78	\$278.78		\$0
		5	\$348.48	\$348.48		\$0
		6	\$418.18	\$418.18		\$0
		Sunday				\$0
Organic Materials	2 cubic yard Bin	1	\$92.93	\$92.93	56	\$62,448
		2	\$185.86	\$185.86	3	\$6,691
		3	\$278.78	\$278.78	1	\$3,345
		4	\$371.71	\$371.71		\$0
		5	\$464.64	\$464.64	2	\$11,151
		6	\$557.57	\$557.57		\$0
		Sunday				\$0
Organic Materials	3 cubic yard Bin	1	\$139.39	\$139.39	2	\$3,345
		2	\$278.78	\$278.78	2	\$6,691
		3	\$418.18	\$418.18		\$0
		4	\$557.57	\$557.57		\$0
		5	\$696.96	\$696.96		\$0
		6	\$836.35	\$836.35		\$0
		Sunday				\$0
Organic Materials	4 cubic yard Bin	1	\$185.86	\$185.86	2	\$4,461
		2	\$371.71	\$371.71		\$0
		3	\$557.57	\$557.57		\$0
		4	\$743.42	\$743.42		\$0
		5	\$929.28	\$929.28		\$0
		6	\$1,115.14	\$1,115.14		\$0
		Sunday				\$0
Organic Materials	5 cubic yard Bin	1	\$232.32			\$0
		2	\$464.64			\$0
		3	\$696.96			\$0
		4	\$929.28			\$0
		5	\$1,161.60			\$0
		6	\$1,393.92			\$0
		Sunday				\$0
Organic Materials	6 cubic yard Bin	1	\$278.78			\$0
		2	\$557.57			\$0
		3	\$836.35			\$0
		4	\$1,115.14			\$0
		5	\$1,393.92			\$0
		6	\$1,672.70			\$0
Estimated Organics Bin Revenue for Rate Period One						\$294,243



Rates for Miscellaneous Services (Per Occurrence)						
				Rate Period One August 1, 2025 through July 31, 2026		
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Rate	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Extra Pickups	96-gal cart	Per-Occurrence Rate		\$5.00	1	\$60
	4 cubic yard container	Per-Occurrence Rate		\$117.09	1	\$1,405
	5 cubic yard container	Per-Occurrence Rate				\$0
	6 cubic yard container	Per-Occurrence Rate		\$175.63	1	\$2,108
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate		\$25.00	1	\$300
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate		\$15.00	1	\$180
Estimated Miscellaneous Service Revenue for Rate Period One						\$6,160



### 3.C: Revenue Share

MVD has assumed a fixed revenue of share equal to the current per ton rebate provided in the RFP of \$17.01 per ton of recyclables. This amount has been reflected in the cost proposal as a pass-through cost.

Because of volatility in recycling markets and ever-changing specifications, particularly in fiber grades, MVD does not typically include rebates in hauling agreement. However, we are open to negotiating the current model, or an amended version, that the City would prefer, provided that any forecasted change be included as a pass-through in the final rate model.

## 4: Exceptions

MVD has reviewed the draft agreement and provided a redline version with comments in Microsoft Word format. We understand that the comments provided will be used to evaluate MVD's proposal, and that the final Agreement is subject to negotiation with the City should MVD be selected.

Should new information or circumstances arise from the time of submittal to the time of finalizing the Agreement that require additional provisions or edits, MVD is open to working with City on amending contract language to reflect City's goals or requirements.

## 5: Other Proposal Forms

### 5.1: Secretary's Certificate

# ATTACHMENT E SECRETARY'S CERTIFICATE

## PROPOSAL FOR RECYCLABLE MATERIAL AND ORGANIC MATERIAL COLLECTION, PROCESSING, AND MARKETING SERVICES FOR THE CITY OF CLOVIS

I, Joseph Kalpakoff, certify that I am the secretary  
(Name of Secretary)  
of the corporation named herein; that Joseph Kalpakoff who signed this  
(Name of Person Signing Proposal)  
Proposal on behalf of the corporation, was then President & CEO of  
(Title of Person Signing Proposal)  
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for  
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true  
and correct copy of the Proposal for Recyclable Materials and Organic Materials Services  
(Name of Corporate Document)

By:  (Signature)

Name: Joseph Kalpakoff (Printed Name)

Title: Secretary

Date: 11/21/24

## 5.2: Anti-Collusion Affidavit

## ATTACHMENT C ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned declares:

I am the President & CEO of Mid-Valley Disposal, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

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

Executed under penalty of perjury on this 21st day of November, 2024 at  
Kerman, CA

SIGNED

BY Joseph Kalpakoff

Name of Proposer

TITLE President & CEO

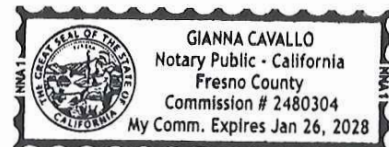
Subscribed and sworn to before me this 21 day of November, 2024

at 15300 W Jensen Ave

Kerman, CA 93630

Notary Public

My Commission expires: January 26, 2024





5.3: Iran Contracting Act Certification

ATTACHMENT G  
IRAN CONTRACTING ACT CERTIFICATION

COMPANY’S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Company certifies that:

- (1) Company is not identified on the list created by the California Department of General Services (“DGS”) pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Company is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, “Person” shall mean a “Person” as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Company to this Certification, which is made under the laws of the State of California.

Mid-Valley Disposal, LLC (Company Name)

By:  (Signature)

Name: Joseph Kalpakoff (Printed Name)

Title: President & CEO

Date: 11/21/2024

Addendum: **Request for Proposals****CITY of CLOVIS****PUBLIC UTILITIES DEPARTMENT**

155 N. SUNNYSIDE • CLOVIS, CA 93611

October 24, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 1 for PUD 24-15

Enclosed is the Addendum No. 1 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 1 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Misc. Documents	Commercial Customer Account Lists, Commercial Customer Trash Bin Location; these as Excel files available on PlanetBids.
-	Compact Disc	N.A.

PURPOSE(S) OF TRANSMITTAL

- ☐ FOR YOUR APPROVAL
 ☐ REQUEST FOR INFORMATION
 ☐ FAX AS SENT  
☐ FOR YOUR REVIEW AND COMMENTS
 ☐ PLEASE RESPOND A.S.A.P.
 ☐ ORIGINAL WILL FOLLOW  
☒ FOR YOUR USE/INFORMATION
 ☒ PLEASE FORWARD

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs  
Public Utilities Director

Sarai Yanovsky, P.E.  
Supervising Civil Engineer  
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350  
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725  
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

[www.cityofclovis.com](http://www.cityofclovis.com)

**CITY OF CLOVIS, CALIFORNIA**  
**Request For Proposals for Recyclable and Organic Materials**  
**Collection, Processing, and Marketing**  
**PROJECT NO. PUD 24-15**  
**ADDENDUM NO. 1**

---

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 1 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

**Request for Information:**

See the RFI's below, these questions were received in the Pre-Proposal Meeting held on October 23, 2024.

Q1. Can the City provide service level data for commercial accounts (customer address, name, and container size/service frequency).

A1. Refer to PlanetBids for Commercial Account lists and Customer Trash Bin Locations list.

**Note:**

**Commercial Customer Account Lists is a list of commercial and multifamily accounts with the noted type and frequency of service. The RECCEN Code: 1 – 96 gal 1x/week under recycling column is the code for Centralized recycling, in which the carts currently are provide by the City. These services are pilot programs that may need bin service. The City is expecting the Contractor to recommend and implement the proper service based on the generators needs.**

**Commercial Customer Trash Bin Location is a list of the latitude and longitude of each trash bin for the Commercial Customers.**

Q2. In the labor tab of the financial cost forms, are part-time staff acceptable?

A2. Part-time staff is acceptable, and it's expected for some positions.

The RFI below was received via email.

Q.3 Can the City email copies of any handouts or presentations that were provided at the pre-proposal meeting.

A3. Refer to PlanetBids for the pre-proposal meeting presentation.

CITY OF CLOVIS, PUD 24-15  
REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND  
MARKETING

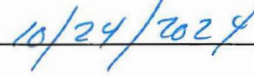
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ADDENDUM NO. 1



Scott Redelfs  
PUBLIC UTILITIES DIRECTOR

Date



PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 1. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.



CONTRACTOR SIGNATURE

Date

11/21/2024

END OF ADDENDUM NO. 1





# CITY of CLOVIS

## PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

October 28, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 2 for PUD 24-15

Enclosed is the Addendum No. 2 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

### TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 2 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
4	Documents	Revisions to Sections 1.4 and 4.4
-	Compact Disc	N.A.

### PURPOSE(S) OF TRANSMITTAL

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> FOR YOUR APPROVAL                   | <input type="checkbox"/> REQUEST FOR INFORMATION   | <input type="checkbox"/> FAX AS SENT          |
| <input type="checkbox"/> FOR YOUR REVIEW AND COMMENTS        | <input type="checkbox"/> PLEASE RESPOND A.S.A.P.   | <input type="checkbox"/> ORIGINAL WILL FOLLOW |
| <input checked="" type="checkbox"/> FOR YOUR USE/INFORMATION | <input checked="" type="checkbox"/> PLEASE FORWARD |   |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs  
Public Utilities Director

Sarai Yanovsky, P.E.  
Supervising Civil Engineer  
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350  
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725  
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

[www.cityofclovis.com](http://www.cityofclovis.com)

CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials  
Collection, Processing, and Marketing  
PROJECT NO. PUD 24-15

ADDENDUM NO. 2

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 2 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.


AMENDMENTS AND CLARIFICATIONS

Request for Proposals:

1. Proposal Due Date
- The proposal due date has been postponed for one week. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:
- Proposal Due Date and Submittal:** All proposals must be received by 2:00 p.m. on November 20, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk  
City of Clovis  
1033 Fifth St  
Clovis, CA 93612

Attached to this document are revisions to the following Sections:  
**Section 1.4 RFP Schedule**  
**Section 4.4 Proposal Submittal Process**

  
\_\_\_\_\_  
Scott Redelfs  
PUBLIC UTILITIES DIRECTOR

Date 10/28/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 2. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 2

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.4.3.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	October 16, 2024
Virtual pre-proposal meeting	October 23, 2024 at 10:00 a.m.
Deadline to submit written questions	November 6 <del>October 30</del> , 2024 at 4:00 p.m.
City issues response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum, if necessary	November 13 <del>November 6</del> , 2024
Proposers submit proposals	November 20 <del>November 13</del> , 2024 at 2:00 p.m.
City conducts interviews and negotiations with one or more proposers	December <del>November</del> 2024
Recommendation of selected proposer to City Council	January 2025 <del>December</del> 2024
Contract executed	January 2025 <del>December</del> 2024
Selected Contractor begins providing service	August 1, 2025

\* Note that the City may modify this process and/or schedule to best meet the needs of the City.

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The City shall have the right (but not the obligation) to perform a review of any, or each, proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review, as a failure to do so may result in the immediate disqualification of the proposal(s) submitted by proposers. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City may conduct reference checks on proposers that involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the City or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and Recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

The City will only enter into an agreement that will enable the City to comply with all applicable State mandates including, but not limited to: AB 939, AB 341, AB 1826, and SB 1383.

#### **4.4 Proposal Submittal Process**

Companies submitting proposals to the City shall follow the procedures described in this Section 4.4 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

##### **4.4.1 Step One – Register for Correspondence, RFP, and Announcements**

If you are interested in receiving future correspondence or announcements related to the City's RFP process, please contact Sarai Yanovsky via email and request that your name be placed on the RFP distribution list. Sarai Yanovsky can be reached at [saraiv@clovisca.gov](mailto:saraiv@clovisca.gov). If you do not place yourself on the RFP distribution list, any future correspondence or announcements related to this RFP may not be transmitted to you.

##### **4.4.2 Step Two – Optional Pre-Proposal Meeting**

An optional pre-proposal meeting will be held virtually on October 23, 2024 from 10:00 - 11:00 a.m. The meeting link is included in this RFP package. The City may accept proposals received from proposers who do not attend the pre-proposal meeting. Proposers are encouraged to submit questions related to the RFP and Draft Services Agreement prior to the pre-proposal meeting. In addition, oral and written questions will be accepted at the pre-proposal meeting. As appropriate, preliminary oral responses to questions will be provided at the pre-proposal meeting. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses should be used for the purpose of preparing proposals. Additional questions may be submitted up to the date and time specified in Section 1.4. Written requests for clarifications will be responded to in writing and shared with all interested companies of record.

##### **4.4.3 Step Three – Submission of Written Questions**

The City directs proposers to submit all questions, requests for clarification, or requests for additional information regarding the RFP in writing to Sarai Yanovsky at [saraiv@clovisca.gov](mailto:saraiv@clovisca.gov) by or before 4:00 p.m. on **November 6** ~~October 30~~.



Written requests for clarifications will be responded to in writing and shared with all interested companies of record on the RFP distribution list by **November 13** ~~November 6.~~

#### 4.4.4 Step Four – Proposal Submittal

*By submitting a proposal, all proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.*

The package shall be clearly labeled: PROPOSAL FOR RECYCLABLE MATERIALS AND ORGANIC MATERIALS SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

In order for a proposal to be deemed complete, proposers must mail or hand-deliver a complete proposal packet (as described in Section 5) to:

City Clerk  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Proposal packets must include:

1. Five (5) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11-inch 30% post-consumer Recycled content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).
2. A flash drive containing:
  - a. A copy of the technical proposal as a PDF formatted for the PC version of Adobe Acrobat.
  - b. A copy of all completed financial proposal forms (i.e., those provided in Attachment B of the RFP) formatted for the PC version of Microsoft Excel.
  - c. A copy of the Draft Services Agreement in track-changes mode formatted for the PC version of Microsoft Word (as applicable, and as explained in Section 5.7).

City of ClovisSection 4: RFP Conditions and Proposal Submittal  
RFP for Collection and Processing Services

All proposals must be received by 2:00 p.m. on **November 20** ~~November 13~~, 2024 (Due Date and Time). **All proposals shall remain sealed until the Due Date and Time, and proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions will be accepted.

**Upon receipt by the City, proposals shall become public records subject to public disclosure.** It is the responsibility of the proposer to clearly identify any confidential, Proprietary, Trade Secret, or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other Applicable Law, or by order of any court or government agency, and the proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, and City staff are able to immediately see the results online, City staff and/or its consultant may then begin reviewing the submissions for responsiveness, compliance, and other issues.

Each proposal must be accompanied by surety made payable to the City of Clovis in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The purpose of the surety is to guarantee that the successful Contractor will execute the New Agreement with the City. **If the selected Contractor does not execute the New Agreement within 30 calendar days after receiving notice of the award of the New Agreement, the City may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by the City in this event.** Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Services Agreement with the successful Contractor.

*{Remainder of page intentionally blank}*



# CITY of CLOVIS

## PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 14, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 3 for PUD 24-15

Enclosed is the Addendum No. 3 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

### TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
7	Addendum	Addendum No. 3 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Misc. Documents	Updated Financial Forms, Q4 2023 Clovis Quarterly, Compost Event, Saturday Routes – Recycling Only, available on PlanetBids "Addenda/Emails" tab.
-	Compact Disc	N.A.

### PURPOSE(S) OF TRANSMITTAL

- ☐ FOR YOUR APPROVAL
 ☐ REQUEST FOR INFORMATION
 ☐ FAX AS SENT  
☐ FOR YOUR REVIEW AND COMMENTS
 ☐ PLEASE RESPOND A.S.A.P.
 ☐ ORIGINAL WILL FOLLOW  
☒ FOR YOUR USE/INFORMATION
 ☒ PLEASE FORWARD

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at sarai@clovisca.gov

Best Regards,

Scott Redelfs  
Public Utilities Director

Sarai Yanovsky, P.E.  
Supervising Civil Engineer  
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350  
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725  
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

www.cityofclovis.com



**CITY OF CLOVIS, CALIFORNIA**  
**Request For Proposals for Recyclable and Organic Materials**  
**Collection, Processing, and Marketing**  
**PROJECT NO. PUD 24-15**

**ADDENDUM NO. 3**


NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 3 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS

**Request for Information:**

See the RFI's table attached to this addendum. These questions were received via email.

  
\_\_\_\_\_  
Scott Redelfs  
PUBLIC UTILITIES DIRECTOR

Date 11/14/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 3. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 3



Number	Question	City's Response
1	Can you clarify the expectation of employing any full time employees who are non-drivers?	Refer to Section 5.7 of the draft agreement for key personnel. The proposer shall provide one (1) full-time diversion coordinator.
2	There is a discrepancy within the contract. Are one or two full time diversion coordinators required?	Refer to Section 5.7 of the draft agreement for key personnel. The Hauler shall provide one (1) full-time diversion coordinator.
3	How many yards of compost for annual giveaway is the City expecting?	Refer to the Compost Event table uploaded to the PlanetBids in the "Addenda/Emails" tab.
4	Can you clarify the City's expectations of the hauler when referencing the labor agreement in the RFP? Is it the City's expectation that the successful proposer must honor the Collective Bargaining Agreement from the incumbent?	The City expects the hauler to comply with current labor law.
5	Can you supply a current list of non-compliant recycling customers?	Refer to the Commercial Customer List that was provided with Addendum 2. The list shows current service levels and waiver status.
6	The agreement states hauler must provide a move in recycling kit for MFD's. Part of the kit includes an "in home recycling container". Can the city provide more information on this?	Refer to Section 4.4 of the draft agreement. The hauler is required to provide a kitchen pail.
7	Do the existing MFD customers have move-in kits? Are these only to be delivered to new tenants?	No, MFDs customers do not have move-in kits. The hauler should provide kits with this contract.
8	Can the expense of the move-in kits and its contents, including the container, be considered Public Education and Outreach expense?	Not for the Initial rollout, but it can be for on-going Education and Outreach.
9	Excel Sheet Form 0 Rates Summary states "The proposed annual cost should be no more than \$1,000 different from the total rate revenue" Is this to imply that there is no profit in Year One? If that's not the case, please clarify the above statement's intent.	Refer to Question 10.
10	Excel Sheet 4 Cost Summary: Should there be a profit line on this tab?	Yes, refer to the revised Financial Proposal forms in PlanetBids under "Addenda/Emails" tab.
11	Excel Sheet 6 Resi Rates: Back yard service rate cell is not highlighted in yellow as an input cell. Is the proposer supposed to place a number in this cell? Additionally, are the 47 accounts in the form the accurate number, or was it a number from a prior RFP?	Refer to the revised Financial Proposal forms in PlanetBids under "Addenda/Emails" tab. No input is required.
12	Page 4 of the RFP indicates that there are 3619 units that are in 2-4 unit buildings? Are these serviced with individual carts, or centralized billing?	Figure 3 is an overview of the City using CA Department of Finance data. Refer to the "Commercial Customer Account List" provided in Addendum 1.
13	Page 4 of the RFP indicates that there are 6686 Five + units. Are these serviced with metal bins and centralized billing?	Current service may vary. Refer to the "Commercial Customer Accounts List" provided in Addendum 1.
14	The RFP indicates that in the first year \$200,000 must be spent on Public Education and Outreach. Is the \$200,000 the expected amount in all subsequent years of the Agreement, or is the proposer to indicate an amount that it feels is adequate for effective Public Outreach and Education?	The City's intent is for on-going annual budget to be built into the rates. However, the proposer has the ability to indicate the amount it feels is adequate for effective Public Outreach and Education. The City will require expense reports for this item.
15	Excel Sheet 4 Cost Summary already has a revenue share amount of \$17.01 in the form. It is not highlighted in yellow as an input cell. Is the \$17.01 a first year revenue share number or are we supposed to propose a revenue share number?	The current value of \$17.01 is the first year revenue without the change in the average consumer price index. The proposer can propose a revenue share number that includes the average consumer price index.
16	Excel Sheet 7 Bin Rates: The comment in the "Current Monthly Rate" states "Proposal shall not exceed following percentages of refuse rates: Recycling = 50% refuse rate. Organics = 60%". The RFP and Draft Agreement state that rates cannot exceed 60% for both services. Our assumption is the 60% for both services, but please confirm.	The current rates are = 50%/60%, The proposal may be up to 60%/60%. The Excel Sheet has been revised in the Addendum 3 - Revised Attachment B Financial proposal Forms.
17	Excel Sheet 7 Bin Rates: The comment in the "Current Monthly Rate" states "The City is charging \$77.44 per yard/week for refuse". Does that mean that a one cubic yard with once weekly service bin rate is $(1 \times \$77.44 \times 52)/12 = \$335.57$ per month? Or is the \$77.44 a monthly rate for a one-cubic yard bin receiving once weekly service?	The latter, \$77.48 is monthly rate for one cubic yard receiving service once per week.
18	The City of Clovis currently supplies all of the carts within the city. The current hauler only supplies metal bins. Is the City of Clovis going to remove their carts from Multi-Family, etc. and have the hauler put theirs in?	Carts that are placed by the City are being billed by the City. This service will remain until the Hauler and City provide "Right-Sizing". Right-Sizing is defined as the process of adjusting your waste collection services to match the amount and type of waste the business produces.

19	In order to comply with SB1383, the hauler will need to contact the residents for educational purposes and for compliance. Because the City provides the residential billing, is the City able to give the hauler the contact information for the residences?	Yes, the City will provide as needed.
20	Attachment F-1 shows the City Facilities. Some of those facilities do not show any recycling or organics service. Can you confirm whether or not they will require those services, and at what level if so?	It is anticipated that the City Facilities will need service. The hauler is expected to provide Right-Sizing.
21	Who will be reviewing the proposers' financial statements, just the City or the City and the Consultant? What assurances can be given to the proposers that their financial information remains confidential?	All information submitted in response to the RFP is subject to the Public Records Act requests. If the City is asked to provide a copy of the proposal(s), the City will notify the proposer and give them time to mark sensitive information as proprietary and confidential. City will review and evaluate what the proposer thinks should be redacted from the proposal shared with others and whether it is truly proprietary/trade secret information exempt from disclosure under the Public Records Act.
22	Are Assisted Living Facilities considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
23	Are Nursing Homes considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
24	Are Senior Living Facilities considered Multi-Family Units or Commercial Businesses?	They are considered Commercial.
25	In the draft agreement, it states that all commercial customers should have their new containers ready to start service at the commencement of the contract. However, in other place, the draft agreement indicates that the new contractor will have 30 days to implement this. Can the city provide clarification on what is expected? (see Section 5.6.A-B, Pages 31-32, & Exhibit B-2).	Refer to Section 5.6A of the draft agreement. This section states, On or before the Commencement Date, the contractor shall provide Customers receiving bins or cart service with refurbished or like-new bins or carts as requested by the Customer that meets the desired Service Level.
26	Is the City requiring an auto enrollment of organic and recycling service for multi-family and commercial properties? For purposes of answering this question, auto-enrollment would be defined as each commercial and multi-family customer is to receive an organic and recycling container unless issued a waiver by the city.	No, the City is requiring properties to undergo Right-Sizing by the hauler. Properties that are out of compliance with the ordinance will be subject to enforcement actions.
27	In section 5.7, 3 of the draft agreement, it states that the contract should hire the diversion coordinator who will "assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine service." Does this refer to existing multi-family and commercial customers under the current hauler? Or does this refer to all multi-family properties and commercial customers that do not have existing recycling and organic service?	All properties should be contacted for Right-Sizing. Prior to commencement, existing customer should be contacted for transition services.
28	The RFP specifies that there are 938 mobile homes within the city. These accounts are not listed in the commercial customer account list provided. Does the city require that mobile homes be serviced with residential cart service? Or will some of the mobile homes be serviced with centralized bin service? Are there size specifications of organic waste?	The Hauler and the City Hauler to evaluate and make the "Right Sizing".
29	Is it the expectation of the city that 2-4 unit multi-family dwellings will receive residential cart service? If so, will each unit be billed the 3-cart single family rate? If a multi-family dwelling has 5+ units, will they be required to have centralized bin service? If so, will the billing process be identical to the current agreement? There is confusion over how to bill and how to propose a rate for centralized bin service. We would appreciate clarification on how this rate is to be developed.	The City does not expect the hauler to provide 96-gallon recycling and organics services to multi-family dwellings. The City would like hauler to perform Right-Sizing to multi-family accounts 2-4 and 5 or more units. The hauler should assess multi-family accounts and provide recycling and organics services using carts or bins. The City anticipates the proposer not to exceed 60% of the commercial can rate. City to provide rate.
30	The RFP states that contractor should provide recycling and organic collection services to all commercial entities except for those that are approved for waiver exceptions upon the commencement of the contract. Does the city have an anticipated count of commercial accounts that will be excluded from service? Will the new contractor be required to submit suggested waiver customers to the city prior to the commencement of the contract?	Yes, the City has a list of commercial accounts with SB 1383 waivers and AB 341 exemptions. The city has approved and traced the SB 1383 waivers and Republic Services has listed the accounts with exemptions for recycling services. Refer to addendum attachment. Refer to response to question 27 regarding prior to commencement.

31	In the RFP, section 3.4.2, it states that the contractor will be required to dedicate a government liaison, service liaison, and diversion coordinator(s) to the City of Clovis. It also states that these staff do not to be exclusively dedicated to the City of Clovis but that the proposer must indicate how much time will be dedicated to the city of Clovis. However, in the draft agreement, section 5.7E3, it states that the diversion coordinator must be fully dedicated to the city. It also states that the service liaison & government liaison should be 100% dedicated to the city in sections Section 5.6, E, Page 35-36. Should our proposal defer to the specifications of the RFP?	Refer to Section 3.4.2 in the RFP. The government liaison, and service liaison, do not need to be 100% dedicated to the City. Please put their percent time dedicated to the City in the cost forms (as a % of an FTE). The final agreement will be updated per the successful proposer's cost forms. The City's expectation is for the proposer to provide one (1) full-time diversion coordinator.
32	In the draft agreement, section 4.8.1B, it states that the contractor must have 2 local customer service representatives dedicated to the city. In the RFP, it asks the proposer to specify how many customer service agents will be used. Should our proposal defer to the specification of the RFP? Does the contract have to have two fully dedicated customer service agents for the city?	Refer to Section 3.4.2 in the RFP. Proposers should specify customer service agents in place to handle inquiries each day.
33	In Section 6 of the RFP, the city lists its areas for selection but does not provide a number grading system or assign weight to each value. Will the city be providing further clarification on its selection criteria and which values it will prioritize in the process? Will there be numeric values or a grading system? Will there be no values or grading system to indicate the most important elements of a bidder's proposal.	The evaluation process will be based on best value to the City.
34	In section 8.2D of the draft agreement, it refers to "allowable profit" identified in Exhibit G. This is not specified in Exhibit G. What is this referring to?	Exhibit G is the Contractors Proposal
35	In the draft agreement, Section 5.6.G, Page 35, it states that at the end of the contract, the city will resume ownership of all containers that are not fully depreciated. Can the city clarify if this refers to all commercial and multi-family containers, including commercial bins or carts?	All Containers
36	Referencing section 8.2.D of the draft agreement, in the event that the city were to direct a change in the rate structure, and the contractor were to immediately identify a significant decrease in revenue, would the contractor be able to receive an upfront compensation adjustment? Additionally, in an instance like this, would the provisions in 8.3 of the extraordinary rate adjustments be applicable?	If the City directs a change to the contract structure then the provisions in Section 8.3 would be applicable.
37	If the city were to direct disposal of materials to new city-directed processing facilities, is there a compensation mechanism for additional costs incurred for taking materials to different approved facility?	City will negotiate compensation mechanism.
38	Does the city have available space for the contractor to lease for office space?	The City does not anticipate any lease space available on City property.
39	Do the city's anticipated customer service representatives need to be physically located in the local office, Monday through Friday, 8 am to 5 pm?	Refer to Section 3.4.2 in the RFP.
40	It is our understanding that programs associated with SB54 are still in development. Should the regulations effect the services provided in this agreement, will there be a meet and confer process to understand and implement these programs and compensate the contractor outside of the extraordinary rate adjustment?	Changes in law will be evaluated in accordance with Article 8 CONTRACTOR'S COMPENSATION AND RATE SETTING of the draft agreement.
41	Under the agreement, would a change of collection hours or operating days constitute a change in scope?	All changes will be review and assessed at time of implementation to ensure alignment with service requirements and contract terms.
42	The statewide goal is 55% diversion per capita. Is there a basis for requesting a minimum 75%?	Since Contractor is only collecting recycling and organics, the diversion rate of hauler-collected materials is anticipated to be higher.
43	Figure 3. Can you confirm that the numbers shown for Five Plus and Mobile Home are units and not addresses?	The information in Figure 3 is from the Department of Finance. For service levels and addresses see the information provided by the City in Addendum 1.
44	Does the City anticipate legal challenges to the award of this agreement? Would the City postpone the agreement even if baseless challenges are filed?	Whether the City decides to proceed or postpone the agreement in the face of legal challenges will depend on the nature an strength of those challenges as well as potential impact to City operations.

45	To properly calculate collections, can the City provide the SF home count for each day of the collection schedule?	Clovis continues to grow so this number changes daily. As of September 2024 Monday (6,564 ) Tuesday ( 7,567) Wednesday (6,222 ) Thursday (8,512 ) Friday (6,993)
46	Are the number of incumbent trucks shown in Figure 7 exclusive to Clovis? Does the total number of trucks shown (14) operate daily? Does the total number of trucks shown include spare trucks?	The numbers does not include spare trucks.
47	How many homes participate in the sharps program?	Information not available.
48	Can the City define what type of batteries and quantity of batteries can be set out for collection? E.g. car batteries, dry cell batteries, lithium, batteries. What is the participation level in the cell phone recycling program, Can the City provide volumes?	The City currently accepts household batteries and cell phone batteries. (Nickel-cadmium, batteries that bear the three chasing arrows, lead-acid batteries, Rechargeable NI-Cad, and non-lead rechargeable lead-acid batteries. Residents can place the accepted batteries inside a clear zip-lock bag or tie-closed plastic bag, on top of the recycling cart lid. Information is currently not available for the collection of batteries.
49	Can the City provide any historical tonnage date for past City events?	Information is currently not available.
50	Assuming we need 14 drivers to operate our proposed routes, and the incumbent only has 12. Does item 1 require the proposer to use the Republic's collecting bargaining agreement to obtain the additional two employees? Or Explain the application of "Additional employees, if needed, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement with the current Solid Waste Collection Contractor. This requirement, however, shall not be applicable to management or supervisory personnel".	Proposers are required to comply with all applicable law.
51	Can the City provide the current labor agreement so we can fully understand the incumbent's compensation? Does Figure 11 factor in PTO, Retirement, Health Benefits, and other company paid benefits.	Please refer to Section 3.4 Labor Policy of the RFP.
52	Does the past performance record include litigation surrounding auto loss and/or property management claims?	Yes.
53	Can the City provide a current characterization of the recycle stream of residential and commercial	Refer to Quarter 4 2023 Clovis Quarterly uploaded to PlanetBids in the "Addenda/Email" tab.
54	If bidder intended to use 3 <sup>rd</sup> party processing, will they be required to comply with all the sub-contractor conditions?	Yes.
55	Except where noted, do the Ancillary Services apply to only residential customers?	Ancillary services apply to all residential customers (single and multi-family)
56	The language in the agreement caps rates at 60% of the solid waste rate. Does this City intend to remove this limitation? Same provision in 8.1.	This is the current arrangement and the City's preference. However, proposers are allowed to take exception to the agreement in strike and replace format.
57	Under EPR programs is it the City's intent to be able to employ 3 <sup>rd</sup> party contactors at a higher cost than the contractors program cost?	The City does not currently intend to pay a 3rd party more than the Contractor would charge. Please reference Section 4.9 of the draft agreement.
58	What is the City's current process for granting waivers?	City staff conducts site assessments before granting physical space waivers. For a de minimus waiver, the City contacts the business by phone to verify if they generate food waste. Drivers should also report if they notice food waste inside the trash, so an SB 1383 specialist can contact the business owner/manager to assess the site.
59	Noticed that City of Clovis recycle carts are at MF and COM locations. Does the City or the Contractor currently service them? Will these City carts be replaced with Contractor carts?	The City only provides solid waste service. Recycling and organics services are provided by the Contractor. The City only provides carts for SF customers, carts for MF and commercial locations will be provided by the franchisee.
60	Indicate the Government Liaison can be involved with one other community agreement. Page 35 E.1 description of Government Liaison indicates their time is to be fully dedicated to the City. Please clarify.	The Government Liaison does not need to be 100% dedicated to the City. Please put their percent time dedicated to the City in the cost forms (as a % of an FTE). The final agreement will be updated per the successful proposer's cost forms.



61	The used oil recovery definition includes used cooking oil. Other descriptions in the RFP and Exhibit B state it's for motor oil and filter only. Please confirm which oils are to be collected.	The service described in Exhibit B is for used motor oil and filters. Proposers may make additional suggestions to enhance the program in redlines of the agreement.
62	Can the City provide the number of multifamily and commercial customers currently receiving Saturday recycling or organics service?	A copy of the Saturday Routes - Recycling Only is uploaded to the PlanetBids "Addenda/Emails" tab. The City does not have Saturday Organics routes.
63	Can the City preapprove our recommended 64 gallons organic cart in place of the 48 gallons noted?	Proposers may make changes to the agreement using strike and replace format and the City will evaluate the nature and number of the changes requested by each proposer.
64	Is there a maximum number of used oil and filter kits a resident can order annually? Are these meant for personal use only? Please verify that the City requires a new collection kit to be delivered at the time we collect any full collection kit, even without such request. Can the City stipulate that customers will request pick up of their used motor oil and filter? This will allow us to remind the customers of the proper kits to package their oil and filter, provide them with the kit if need, and instruct them to place it on the curb (not street) on their service day?	It would be the contractor's choice to propose the max number of used oil and filter kits. These kits are meant for the DIY residential customer. The kits would be provided by the contractor upon request. Used oil kits are meant for residential customers as described in Exhibit B. Proposers may propose changes to the program in a strike and replace version of the draft agreement.
65	Will the City agree to stipulate that holiday trees must be organic (natural) and be no more than 4' in length or cut to be more than 4' in length?	Proposers may identify specifications to this program in the agreement using strike and replace format and the City will evaluate the nature and number of the changes requested by each proposer.
66	Please provide an example or extended description of a "Battery Bucket". Is this to be locking. In addition to supplying the battery bucket, is the bidder expected to service these as well (e.g. remove all batteries)? Please clarify any packaging requirements for any CFL left out for collection.	If the proposer selects to include a battery bucket program, please include it in the proposal. CFL is excluded waste, per Section 4.11.1.D Contractor would tag.
67	Does the no charge push / pull service apply to all commercial recycling carts? Can we ask customers to place carts curbside for service?	Commercial carts must be serviced at their primary storage location. The City does not desire a designated commercial pull/push charge.
68	Please describe the service for the City drop box collection service. Container size, quantity and material type collected. Is only recycling and organic waste placed in these City boxes?	The City's current C&D program requires haulers to apply to become a C&D hauler in the City of Clovis. The program requirements are outlined on the City website.
69	Exhibit C shows two FTE Diversion Coordinators are required. Draft agreement 5.7.E.3 indicates one FTE Diversion Coordinator required. Please clarify.	The proposer shall provide one (1) full-time diversion coordinator. The Agreement will be updated based on the successful proposal.
70	The current compensation for MFD service is per unit. Does the City bill the trash service the same way? Is the City open to billing customers based on actual service level received?	The City currently bills trash service on a per unit basis and prefers to keep the existing billing arrangement. The City bills trash services based on number of bins, size of bin, and number of days serviced.
71	The rate schedule includes Sunday service. Is that expected to be offered? Would Sunday service only be offered to 7-day-a-week customers only? Do we have to provide rates for all bin sizes (e.g. 5-yard)?	Current service days for trash and recycling are Monday – Saturday.
72	Is the City of Clovis currently under any intent to comply plan or corrective action plan from CalRecycle? If so, can you please provide a copy?	This is publicly available information that one could find on the CalRecycle website.
73	Can the City provide the current agreement, extensions and addendums?	A copy of the RFP Documents and Attachments, Financial Cost Forms, current agreements are uploaded in PlanetBids in the "Addenda/Email" tab.
74	Can City provide drat agreement in word form? This will make it easier to provide a redline.	City cannot provide in the requested format.
75	Are mobile homes with carts defined and serviced accordingly as SF or MF units?	Mobile home communities where each unit has their own carts are considered single-family.
76	Can the City tell us what these codes represent RECCEN, RECMOB in the Commercial Customer Accounts Excel file sent with the 1 <sup>st</sup> addendum.	RECCEN - Recycling Centralized, RECMOB - Recycling Mobile Home



# CITY *of* CLOVIS

## PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 15, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 4 for PUD 24-15

Enclosed is the Addendum No. 4 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

### TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
3	Addendum	Addendum No. 4 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
3	Documents	Revisions to Sections 1.4 and 4.4.4
-	Compact Disc	N.A.

### PURPOSE(S) OF TRANSMITTAL

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> FOR YOUR APPROVAL                   | <input type="checkbox"/> REQUEST FOR INFORMATION   | <input type="checkbox"/> FAX AS SENT          |
| <input type="checkbox"/> FOR YOUR REVIEW AND COMMENTS        | <input type="checkbox"/> PLEASE RESPOND A.S.A.P.   | <input type="checkbox"/> ORIGINAL WILL FOLLOW |
| <input checked="" type="checkbox"/> FOR YOUR USE/INFORMATION | <input checked="" type="checkbox"/> PLEASE FORWARD |   |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at [sarai@clovisca.gov](mailto:sarai@clovisca.gov)

Best Regards,

Scott Redelfs  
Public Utilities Director

Sarai Yanovsky, P.E.  
Supervising Civil Engineer  
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350  
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725  
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

[www.cityofclovis.com](http://www.cityofclovis.com)



## CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials  
Collection, Processing, and Marketing

PROJECT NO. PUD 24-15

## ADDENDUM NO. 4

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONS**Request for Proposals:**

## 1. Proposal Due Date

The proposal due date has been postponed for two days. Reference is made to the REQUEST FOR PROPOSALS For Recycle and Organics Materials Collection, Processing, and Marketing Services. The last paragraph of this document is amended to read as follows:

**Proposal Due Date and Submittal:** All proposals must be received by 2:00 p.m. on November 22, 2024. Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand deliver proposal packages to:

City Clerk  
City of Clovis  
1033 Fifth St  
Clovis, CA 93612

Attached to this document are revisions to the following Sections:

**Section 1.4 RFP Schedule**

**Section 4.4.4 Step Four – Proposal Submittal**

## 2. Financial Forms

Revised **Attachment B Financial Forms – Revision 3** are available on PlanetBids in the Addenda/Emails tab.

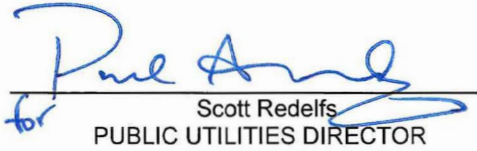
**Errors were corrected from the previous forms. Proposer may make minor changes to the forms should it be necessary per their proposal.**



CITY OF CLOVIS, PUD 24-15

ADDENDUM NO. 4

REQUEST FOR PROPOSALS FOR RECYCLABLE AND ORGANIC MATERIALS COLLECTION, PROCESSING, AND  
MARKETING

  
for Scott Redelfs  
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 4. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.

Date 11/21/2024

CONTRACTOR SIGNATURE

END OF ADDENDUM NO. 4



1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.4.3.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	October 16, 2024
Virtual pre-proposal meeting	October 23, 2024 at 10:00 a.m.
Deadline to submit written questions	November 6 <del>October 30</del> , 2024 at 4:00 p.m.
City issues response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum, if necessary	November 14 <del>November 6</del> , 2024
Proposers submit proposals	<b>November 22</b> <del>November 13</del> , 2024 at 2:00 p.m.
City conducts interviews and negotiations with one or more proposers	December <del>November</del> 2024
Recommendation of selected proposer to City Council	January 2025 <del>December</del> 2024
Contract executed	January 2025 <del>December</del> 2024
Selected Contractor begins providing service	August 1, 2025

\* Note that the City may modify this process and/or schedule to best meet the needs of the City.

{Remainder of page intentionally blank}

Written requests for clarifications will be responded to in writing and shared with all interested companies of record on the RFP distribution list by November 14 ~~November 6.~~

#### 4.4.4 Step Four – Proposal Submittal

*By submitting a proposal, all proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.*

The package shall be clearly labeled: PROPOSAL FOR RECYCLABLE MATERIALS AND ORGANIC MATERIALS SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

In order for a proposal to be deemed complete, proposers must mail or hand-deliver a complete proposal packet (as described in Section 5) to:

City Clerk  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Proposal packets must include:

1. Five (5) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11-inch 30% post-consumer Recycled content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).
2. A flash drive containing:
  - a. A copy of the technical proposal as a PDF formatted for the PC version of Adobe Acrobat.
  - b. A copy of all completed financial proposal forms (i.e., those provided in Attachment B of the RFP) formatted for the PC version of Microsoft Excel.
  - c. A copy of the Draft Services Agreement in track-changes mode formatted for the PC version of Microsoft Word (as applicable, and as explained in Section 5.7).

City of ClovisSection 4: RFP Conditions and Proposal Submittal  
RFP for Collection and Processing Services

All proposals must be received by 2:00 p.m. on **November 22** ~~November 13~~, 2024 (Due Date and Time). **All proposals shall remain sealed until the Due Date and Time, and proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date will be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions will be accepted.

**Upon receipt by the City, proposals shall become public records subject to public disclosure.** It is the responsibility of the proposer to clearly identify any confidential, Proprietary, Trade Secret, or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other Applicable Law, or by order of any court or government agency, and the proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, and City staff are able to immediately see the results online, City staff and/or its consultant may then begin reviewing the submissions for responsiveness, compliance, and other issues.

Each proposal must be accompanied by surety made payable to the City of Clovis in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The purpose of the surety is to guarantee that the successful Contractor will execute the New Agreement with the City. **If the selected Contractor does not execute the New Agreement within 30 calendar days after receiving notice of the award of the New Agreement, the City may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by the City in this event.** Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Services Agreement with the successful Contractor.

*{Remainder of page intentionally blank}*



# CITY of CLOVIS

## PUBLIC UTILITIES DEPARTMENT

155 N. SUNNYSIDE • CLOVIS, CA 93611

November 15, 2024

TO: ALL PLAN HOLDERS

Subject: Addendum No. 5 for PUD 24-15

Enclosed is the Addendum No. 5 for the City's project – PUD 24-15 Request For Proposals for Recyclable and Organic Materials Collection, Processing, and Marketing. All plan-holders shall review the enclosed documents in preparing their proposal. A proposer shall sign, date, and submit the signature page of this Addendum with his/her proposal.

### TRANSMITTED DOCUMENT(S)

PAGES	ITEMS	DESCRIPTIONS
2	Addendum	Addendum No. 5 including this cover sheet
-	RFP Document	N.A.
-	Attachments	N.A.
-	Documents	Attachment B Financial Forms – Revision 4
-	Compact Disc	N.A.

### PURPOSE(S) OF TRANSMITTAL

- |  |  |   |
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| <input type="checkbox"/> FOR YOUR APPROVAL                   | <input type="checkbox"/> REQUEST FOR INFORMATION   | <input type="checkbox"/> FAX AS SENT          |
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| <input checked="" type="checkbox"/> FOR YOUR USE/INFORMATION | <input checked="" type="checkbox"/> PLEASE FORWARD |   |

Should you have any questions, please do not hesitate to contact our office. The RFP main contact can be reached at (559) 324-2603 or through email at [sarai@clovisca.gov](mailto:sarai@clovisca.gov)

Best Regards,

Scott Redelfs  
Public Utilities Director

Sarai Yanovsky, P.E.  
Supervising Civil Engineer  
Public Utilities Department

City Manager 559.324.2060 • Community Services 559.324.2095 • Engineering 559.324.2350  
Finance 559.324.2130 • Fire 559.324.2200 • General Services 559.324.2060 • Personnel/Risk Management 559.324.2725  
Planning & Development Services 559.324.2340 • Police 559.324.2400 • Public Utilities 559.324.2600 • TTY-711

[www.cityofclovis.com](http://www.cityofclovis.com)





## CITY OF CLOVIS, CALIFORNIA

Request For Proposals for Recyclable and Organic Materials  
Collection, Processing, and Marketing

PROJECT NO. PUD 24-15

## ADDENDUM NO. 5

NOTICE TO ALL PROPOSERS

THIS ADDENDUM NO. 4 SHALL BE SIGNED, DATED, AND SUBMITTED WITH THE PROPOSAL. The following corrections, modifications, and/or additions apply to the Proposal Documents for the subject project and alter the Proposal Documents to the extent indicated below. All other provisions and conditions of the Proposal Documents remain unchanged.

AMENDMENTS AND CLARIFICATIONSRequest for Proposals:

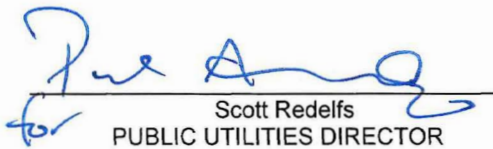
## 1. Financial Forms

Revised **Attachment B Financial Forms – Revision 4** are available on PlanetBids in the Addenda/Emails tab.

**A) Revision to Tab 4 Cost Summary, cell K36 (AB 939/SB 1383 fee calculation)**

**B) Addition of the 1.5 CY bins to the Tab 7 Bin Rates.**

**Proposer may make minor changes to the forms should it be necessary per their proposal.**

  
for Scott Redelfs  
PUBLIC UTILITIES DIRECTOR

Date 11/15/2024

PROPOSER SHALL SIGN BELOW INDICATING HE/SHE HAS THOROUGHLY READ AND UNDERSTANDS THE CONTENTS OF THIS ADDENDUM NO. 5. Proposer shall submit a signed copy of this Addendum with his/her proposal. A proposal without a signed Addendum will not be a cause for rejection of the proposal; however, the Addendum must be signed and submitted by the proposer prior to award of the Contract.

  
CONTRACTOR SIGNATURE

Date 11/21/2024

END OF ADDENDUM NO. 5



## 6: Additional Information

### 6.1: Indemnification CERCLA

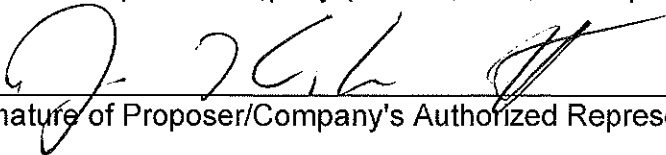
We are experienced with CERCLA indemnification as a standard component of most franchise agreements as it relates to the Hauler's performance.

As a result of the recent pandemic, and to protect both the City and Hauler, we recommend including provisions in the Agreement that allow for the continuation of basic services during government ordered shutdowns or public health emergencies. This allows the Hauler to perform necessary services without endangering employees or creating an event of default.

**ACKNOWLEDGMENT FORM**

Proposer acknowledges that they have read the email sent on December 17, 2024, titled "Follow-Up on RFP Process – Compliance Matrix and Revised Attachment B" and has provided a revised Tab 7 BIN to be incorporated with proposal and reconfirms that the cost is based on the corrected rates and acknowledges that the undersigned is an authorized representative of the proposing firm.

Mid Valley Disposal LLC  
Name of Proposer/Company (Person, Firm, or Corporation)

  
Signature of Proposer/Company's Authorized Representative

Joseph Chalpakoff CEO  
Printed Name & Title of Authorized Representative



City of Clovis  
Mr. Glenn Eastes  
Assistant Public Utilities Director  
1033 Fifth Street  
Clovis, CA 93612

Dear Mr. Eastes,

Thank you for the opportunity to provide additional information regarding our proposal. We have followed the format of Compliance Matrix by including the item number and our response.

If you have any questions, please don't hesitate to contact us.

Best regards,

**Joseph Kalpakoff** | President & CEO

15300 W Jensen Ave, Kerman CA 93630

**Email:** [Josephk@midvalleydisposal.com](mailto:Josephk@midvalleydisposal.com)

**Office:** (559) 237-9425





5.4.3.5

As outlined in our proposal on page 65, MVD takes a holistic approach to these transitions because while the goal of a smooth transition to State compliant programs is the same, each city poses unique challenges. The process starts before the proposal is written and continues long after the implementation date.

In our interview, we focused on MVD's last seven contract awards and service implementations. To provide additional context to our Implementation Plan, we will summarize the process in the categories the city showed keen interest in – vehicles, personnel, billing and fee collection, route and procedure building, container management, and public education.

**Vehicles** – the most time consuming and capital-intensive part of any service transition. In 2019 MVD formulated a vehicle procurement strategy in preparation for the impact that SB 1383 would bring to the solid waste industry. We prepared for a marketplace where service contracts for 10 local municipalities were set to expire in the next eight years. In a proactive, yet strategic approach, we scheduled deliveries of new trucks annually, 18 months in advance, hopeful we would acquire half to two-thirds of the new agreements. Our strategic planning allowed us to retire existing (fully depreciated) trucks early and deploy new trucks for all seven of our recent transitions. As stated in our interview and indicated on page 73 and 74 of our proposal, the trucks necessary to provide services to the city of Clovis are currently being built and will be delivered well before August 1, 2025.

**Employees** – the most important resource to any transition is the skill and the experience of its team. We fully understand the city's and state's requirement of hiring qualified displaced workers. As outlined in our proposal on page 68, we intend to engage with Republic Services as soon as allowed by the company. MVD's hiring standards based on service transitions requires potentially displaced workers, this time from Republic Services, to complete their existing contract in Clovis before joining Mid Valley. In addition to the pool of displaced workers, our HR department will continue standard recruiting practice through job fairs, recruiting websites, social media and internal employee referrals. Successful candidates will go through our standard interview process, and subsequently our robust onboarding and training programs shortly after the contract approval. Within our current workforce, we may choose to transition or grant current employee requests, to transfer into roles that service the city of Clovis. Our dedicated Training & Resource Center provides a centralized location for driver training, the required safety and compliance education. Training for the roles of Service Liaison (route supervisor), and Diversion Coordinator (recycling coordinator) will also occur. In the event that existing employees are transitioned into roles that will serve the city of Clovis, our HR department is prepared to backfill these roles at any given time.. There is more detail about our recruitment and training process in our proposal on page 49 and 105.



**Billing and Fee Collection** – this is a direct touchpoint to the customer, which we handle with care and accuracy. Led by our Director of Administration, we start with the billing records of the city. Our internal team will meet with key stakeholders to review and understand billing codes, and cycles. Baseline service information is verified through the site checks (right-sizing), and any discrepancies are brought to the city’s attention for resolution. When 3<sup>rd</sup> party billing is conducted by the incumbent hauler, we generally follow the same process. In the rare case when the incumbent haulers refuse to provide their data, we will use business license information to start the on-site checks. All available data is uploaded or keyed into our CRM for billing, reporting, and routing. Missing account information typically filters through customer service calls (customer calling for service with no account), thus receiving priority attention.

Billing cycles are aligned with the city. Collection attempts are made after 90 days past due. We work with the city to resolve any non-payment status before service ends.

We reconcile commercial AB939 franchise fee by sending the city a list of commercial accounts with billing detail that includes customer name, service address, quantity, size, material type, frequency and rates billed. In the event when funds are owed to the customer, it is at the city’s discretion to provide the customer a direct payment or provide future discount of franchise fees from the amount owed on the residential billing.

We use the same process for the residential billing. All detail will be included, and an invoice summary is provided with the amount owed from city by quantity and material type. If there are discrepancies, we will work with the city to resolve any discrepancies through billing & onsite audits.

**Determination of Route and Procedures** – crucial data from the city utilities department helps establish billing and service addresses. Similar to a request to the city for customer data, we expect the incumbent to also provide a data file from that reflects service information for multifamily and commercial customers. Single family (SF) data will be mapped on an overlay of the city trash service maps, and we will work with the city to understand their trash routing pattern – starting points, end points, etc. to avoid any overlap or congestion. SF routes will be sequenced to maximize right-hand turns, and geo-code container placement which will be loaded into our *Routeware* tablets, described on page 82 of our proposal. Post-implementation may generate a house count audit if we find significant discrepancies between city data and route data. Multifamily and commercial data will be site checked in advance to confirm service data, and to geo-code where the containers are currently located or will be located. This is in part of the right-sizing process that Recycling Programs Manager Billie Hansen described in our interview and our implementation plan on page 67 of our proposal. All route data will be optimized through *Routeware* and validated on dry route runs.



Following our kickoff meeting noted on page 66, we can establish the standard operating procedures (SOP) with the city. Most of the scope of service fits our current operating procedures. Anything outside of our current scope will be identified and addressed early in the transition process, incorporated into our training programs, and communicated where specific city service standards are shared with appropriate employees.

**Delivery of Containers** – We anticipate all necessary containers staged, assembled and prepared for delivery at a local MVD yard in Clovis by May 2025 (MVD proposal page 68) . As described in our interview, through the right sizing process, we will have identified preexisting Republic containers and will coordinate a plan to exchange those containers pre or post implementation. Our recent history indicates that we will continue to service Republic containers after August 1, with exchanges occurring in an orderly manner in the following 4 to 6 weeks.

**Public Education** - Following the execution of a franchise agreement, Mid Valley Disposal works closely collaborate with city staff to ensure a seamless transition. Our Operations team, and Recycling Department , coordinates with city staff to identify goals and objectives, and align clear messaging. This collaborative approach is critical to maintaining clear communication and fostering a shared understanding of the transition process.

To prepare the public for the change, we developed comprehensive outreach materials that introduced Mid Valley Disposal as the new hauler and detailed what customers could expect in the months leading up to the transition date (reference Section 2:M page 87 of the proposal). These materials were strategically designed to be clear, informative, and accessible to all audiences.

In addition to the outreach materials, we hosted town hall meetings in the months leading up to the transition. These meetings provided members of the community with an open forum to ask questions, voice concerns, and gain a better understanding of the new services and expectations. These sessions played a vital role in building trust and ensuring transparency throughout the transition process.

As mentioned in the in-person interview as part of our proactive outreach efforts, we deployed six experienced Recycling Coordinators to engage directly with the community. Their primary responsibilities included outreach to all commercial and multi-family businesses to collect essential information, identify right-sizing opportunities for waste services, and assist businesses in completing SB 1383 waiver applications where applicable. Additionally, they worked closely with customers to document SB 1383-compliant services and preferences for the transition.

By working closely with the city and leveraging the expertise of our Recycling Department, we successfully aligned our operations and outreach efforts with community needs and regulatory requirements, resulting in a seamless transition to Mid Valley Disposal's services.



5.4.3.6	<p>With nearly 30 years of service in the Central Valley, we are rarely faced with unfamiliar issues. Our collective experience allows us to leverage our team's knowledge and adapt to solve these issues – no matter how complex the transition may be – minimal impact on the community.</p> <p>In a prior transition, the incumbent hauler in Gustine and Orange Cove chose to exit early in the process causing a negative customer experience and reflected poorly on city officials. This act by the incumbent forced us to execute a contingency contract to start existing collection services immediately, with a full contract implementation 30 – 60 days later. We diligently worked with city officials to expedite service data where possible, and quickly provided containers where the incumbent had abandoned service.</p> <p>During the rollout of services in the city of Gustine, one of the primary challenges Mid Valley Disposal faced was the lack of data provided by the incumbent hauler. Essential information, such as business names, contact details, existing service levels, and compliance requirements, was not made available, which created significant obstacles in preparing for the transition.</p> <p>To address this issue, the Mid Valley Disposal Recycling Department and Operations team worked diligently to collect all necessary data independently. This included identifying key customer data, service levels and ensuring customers and the city was in compliance with state and local regulations. Our team executed standard practice to identify right-sizing opportunities for existing services and assist businesses in completing SB 1383 waiver applications where applicable.</p> <p>During another service transition, the incumbent was in default of their agreement. To address challenge, MVD initiated an extra two weeks of trash service , requiring us to bring in additional resources and systematically service overloaded containers and clear enclosures of all debris.</p> <p>Inaccurate and missing data related to service and route is inevitable. This data is typically corrected during site checks (right-sizing)and post collection. One is example occurred during the pandemic when a bar closed. The city stopped billing, but never requested removal of their bin. The incumbent pulled their bin but we were unaware this location needed a new container because the customer's data was not captured on any list provided to us. Within 4 hours of the customer calling the city, we delivered a container , serviced the excess trash , and we officially added the customer to the database.</p> <p>Another unique challenge was managing and resolving non-standard service levels, such as 1.5-yard plastic toter barrels that were shared among multiple businesses. These shared services were replaced with individualized service solutions, tailored to the specific needs of each business. This ensured both operational efficiency and compliance, while also improving customer satisfaction.</p>
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	<p>Despite the initial lack of data, Mid Valley Disposal successfully completed these tasks within a short timeframe, all prior to the transition date. This proactive and systematic approach ensured that the transition to our services was smooth and seamless for the city and its businesses.</p> <p>Upon the launch of large education campaigns, we expect to hear from some business and property owners that they were not aware of the service transition, nor new programs, or new state mandates. As we described in our interview, our Recycling Team works closely to educate businesses and provide the appropriate service options . We support city staff to track compliance to resolve any recalcitrant people.</p> <p>From the fall of 2020 through most of 2022, the COVID pandemic highlighted our industry as an essential service. We were obligated to continue to provide service every day even as the pandemic forced us to adjust and adapt our day-to-day operations. As a locally owned and operated company, our employees showed extreme dedication to the job, ensuring limited disruption in services during this unprecedented global event. Our ability to overcome challenges, big and small, reflects the expertise, adaptability, and dedication of our team.</p>
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5.4.4	MVD Key Personnel organizational chart is enclosed. It contains all key personnel listed in our proposal. See pages 31-38.
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5.4.4	As we described in our interview, the team present at the interview, as well as additional employees featured on the attached org chart, will be directly involved in the transition.
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5.4.4	Many members of the transition team will also be part of the on-going management team. This provides continuity for the city and community at large . An organizational chart only reflecting on going members of the team is attached.
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5.5.4.9	The standard crew size for residential ASL trucks is one employee. The standard crew size for a MF and Commercial truck is two employees. We reserve one additional employee for the MF and Commercial ASL truck dependent on the number of long push outs.
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5.5.5.1	The estimated tons by account type were included in tab 2 of attachment B and extrapolated below.
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Account Type	Cart Service	Bin Service
Tons Collected*	20,204	785
Tons Processed	20,204	785
Tons Marketed**	11,516	400



\* Annual tons from form B tab 2

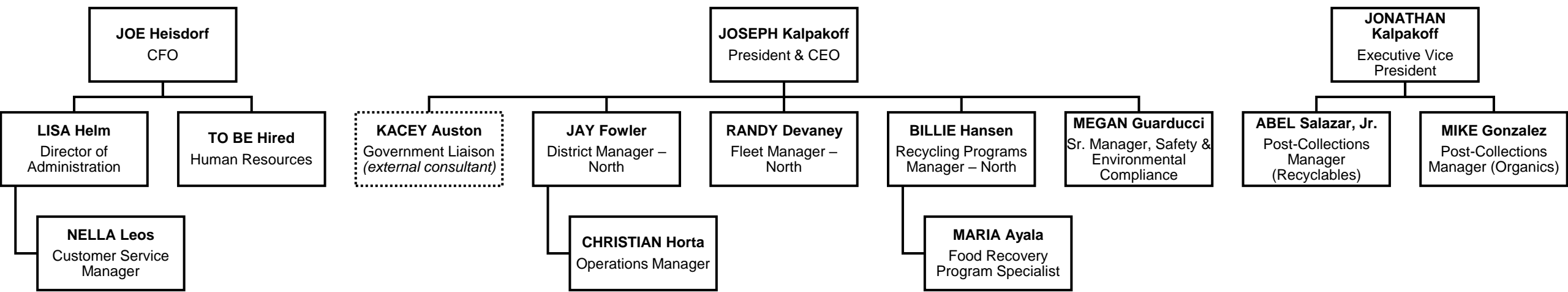
\*\* Tons processed less residual and shrinkage

5.5.7.1.1	<p>As noted on page 6, Christmas Tree Disposal will begin on December 25 and continue for 14 working days after the holiday. All holiday trees will be collected with other organic materials and will be dumped at our transfer station located at 2721 S Elm Ave, in Fresno. This will be subsequently transferred to our Kerman Compost operations located at 15300 W Jensen Ave. The details of this location and process are detailed on page 55 of our proposal.</p>
5.5.7.1.2	<p>After the contract award, Mid Valley Disposal will propose specific used oil and filter recovery kits that will be sourced for customer use. The kit will contain a design to catch and securely stow up to 2.5 gallons of used motor oil. It will contain a securable 2.5-gallon bag for oil filters, with an oil absorbent pad for spill sand a pair of latex gloves. Upon customer request, Mid Valley Disposal will initiate a service order for tracking. The recovery kit will be delivered to the resident within 3 business days of request.</p> <p>As detailed in our proposal on page 49, collection trucks will have new motor oil and filter recovery kits to exchange for motor oil and filters placed for collection. Our drivers will attempt to spot motor oil and filters that are not placed in these kits. Improperly placed motor oil will be noted on their tablet with a picture, a non-collection notice will be left, and a collect kit left for the resident to utilize.</p> <p>All collection drivers will be fully trained in the proper collection of motor oil and filters, and identification and mitigation of obvious contamination. Our trucks are also equipped with special toolboxes to hold new kits, collected used kits, and clean up kits for any oil spills. Used kits will be returned to our Fresno operation, where they will be properly process by our licensed used oil partner</p>
5.5.10.7	<p>We indicated the real time service reporting in our proposal on page 82. As we discussed in our interview, we can provide real time access to route progress via GPS, service order completion, and service discrepancy information with route taken pictures.</p> <p>We currently provide the city requested data in Article 6 and Exhibit D to other cities along with customized reporting.</p>

5.8.4	The signed Workers Compensation Certification (attachment H) is included.
5.8.5	The signed Drug Free Workplace Certification (attachment I) is included.

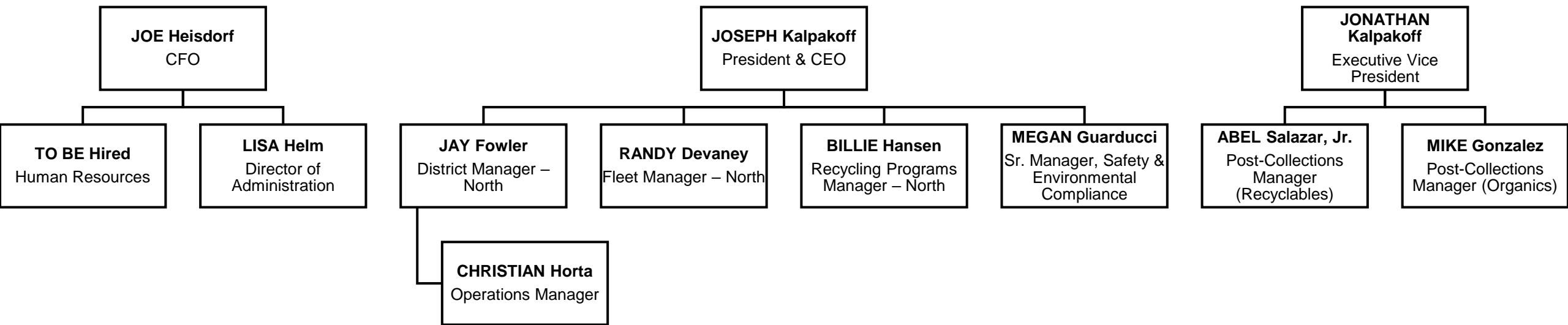


# MVD Key Personnel for City of Clovis





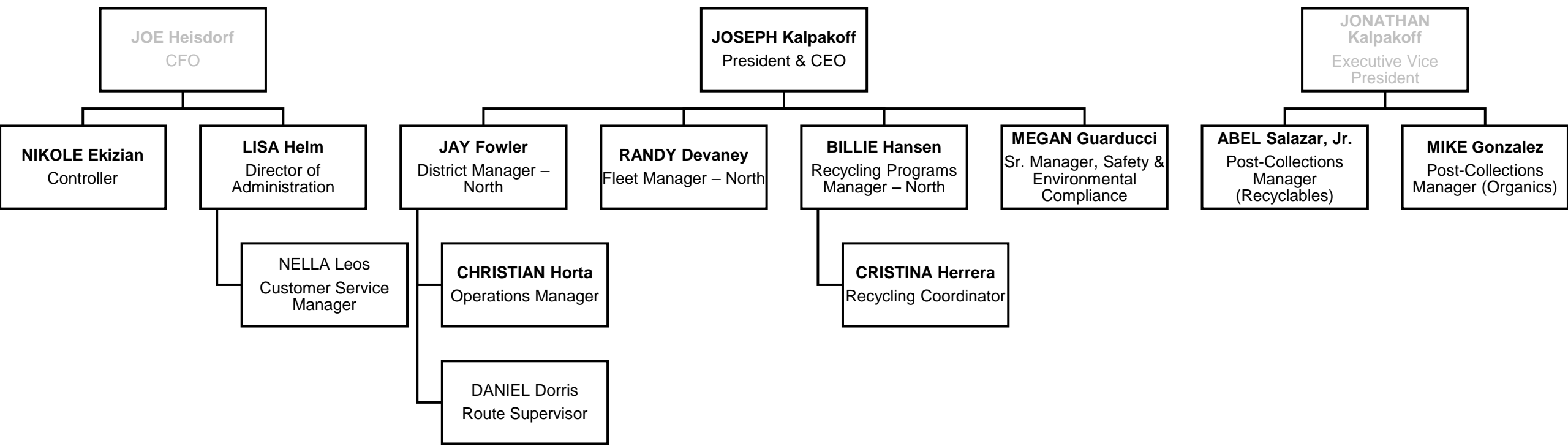
# MVD Transition Team for City of Clovis







# MVD Day-to-Day Management Team for City of Clovis



# ATTACHMENT H

## WORKERS' COMPENSATION CERTIFICATION

### WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 ([LAB§3700](#)), in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 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 I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Mid-Valley Disposal LLC

Company Name of Contractor

Joseph Kalpakoff - Managing Member

Name and Title of Authorized Person



Authorized Signature

11-21-24

Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

# ATTACHMENT I

## DRUG FREE WORKPLACE CERTIFICATION

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### DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act of 1990 (Government Code sections 8350 et seq.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug free workplace;
  - (c) The availability of drug counseling, rehabilitation and employee assistance programs;
  - (d) The penalties that may be imposed upon employees for drug abuse Violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

## ATTACHMENT I

### DRUG FREE WORKPLACE CERTIFICATION

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Mid-Valley Disposal LLC

Company Name of Contractor

Joseph Kalpakoff - Managing Member

Name and Title of Authorized Person

Authorized Signature

Date of Signature



## City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: No data input required on this Form 0

Form	Title	Rate Period 1 Total Revenue
1	Estimated Residential Revenue - Rate Period One (without bagged organics)	\$5,510,244.96
2	Estimated Multi-Family/Commercial Revenue - Rate Period One (without bagged organics)	\$2,065,555.47
3	Estimated Miscellaneous Services Revenue for Rate Period One (without bagged organics)	\$6,160.29
	Total Rate Revenue	\$7,581,960.72
4	Proposed Rate Period 1 Cost (without bagged organics)	\$7,581,945.39
5	Surplus/(Deficit)*	\$15.33
* Note: The proposed annual cost should be no more than \$1,000 different from the Total Rate Revenue.		

## General Proposer Information

Form 1

City of Clovis Base Services

Proposer Name: **Mid-Valley Disposal, LLC**

Note to proposer: Input data in yellow shaded areas only.

**A. Primary Contact Information**

1	Name	Joseph J. Kalpakoff
2	Title	CEO/President
3	Phone	(559) 237-9425
4	Fax	NA
5	E-mail	<a href="mailto:Josephk@midvalleydisposal.com">Josephk@midvalleydisposal.com</a>

**B. Support Facilities**

1	Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	3444 W Whittessbridge Rd. Fresno, CA 93706
2	Address of administrative office	15300 W Jensen Ave Kerman, CA 93630
3	Address of billing office	15300 W Jensen Ave Kerman, CA 93630
4	Address of customer service office	3444 W Whittessbridge Rd. Fresno, CA 93706

**C. Recyclable Materials Processing and Handling**

1	Name of processing site	Mid Valley Recycling Elm Ave MRF
2	SWIS ID	10-AA-0188
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Direct Haul
4	Name and address of transfer location (if applicable)	

**D. Organic Materials Processing and Handling (co-mingled YW/FW)**

1	Name of processing site	Mid Valley Recycling Kerman Compost
2	SWIS ID	10-AA-0201
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	Transferd
4	Name and address of transfer location (if applicable)	Mid Valley Recycling Elm Ave TS 2721 S Elm Ave
5	Bagged materials accepted at facility?	Commercial Only

**E. Other Processing and Handling (Optional)\***

1	Name of processing site	
2	SWIS ID	
3	Hauling method (e.g. direct haul, transfer haul, pod haul)	
4	Name and address of transfer location (if applicable)	

\* Insert Rows as Needed to Reflect Additional Facility(ies) and/or Subcontractor Information.

Operating Statistics  
Proposer Name:

Mid-Valley Disposal, LLC

Form 2

AGENDA ITEM NO. 8.

Note to proposer: Input data in yellow shaded areas only.

Description	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
Account Information							
1 # of weekly accounts (customers)	36,716	36,109	821	174	0	0	
Labor Information							
2 # of regular route personnel	5.5	5.5	5.0	1.2			17.2
3 Labor hours/day/person	9.6	9.8	9.8	9.0			
4 Total labor hours/year	13,728	14,014	15,288	3,370	120	120	46,640
Route Information							
5 # of routes per week (including weekends)	5.50	5.50	3.00	0.60	0.00	0.00	14.6
6 # of persons per route (including weekends)	1.0	1.0	1.0	1.0	0.0	0.0	4.0
7 # of route hours/day/route (including weekends)	8.2	8.3	8.1	7.0	0.0	0.0	
8 # of route hours per year per:	11,726	11,869	6,318	1,092	0	0	31,005
9 # of FTE routes	5.64	5.71	3.04	0.53	0.00	0.00	15
10 Total # of cart setouts per day for all routes	25,105	23,312					
11 # of cart setouts/day/FTE route	4,453	4,085					
12 # of cart setouts per week for all routes	125,525	116,560					
13 # of lifts or pulls per week for all routes			1,242	295	0	0	
14 # of lifts or pulls per year for all routes			64,584	15,340	0	0	
15 # of lifts or pulls per route hour			10.22	14.05	0.00	0.00	
Vehicle Information							
16 # of regular collection vehicles	5.5	5.5	3.0	0.5	0.0	0.0	14.5
17 # of spare collection vehicles	0.0	1.0	1.0	0.0	0.0	0.0	2.0
18 Total # of collection vehicles	5.5	6.5	4.0	0.5	0.0	0.0	16.5
Tonnage Information (annual)							
19 Recyclable Materials Collected	9,606		2,944				12,550.0
20 Organic Materials Collected		20,204		785			20,989.0
21 Materials Collected from Ancillary Services					178		178.0
22 Other Materials Collected (Specify) _____	0	0	0	0	0	20	19.5
23 Other Materials Collected (Specify) _____	0	0	0	0	0	0	0.0
24 Total Collected	9,606	20,204	2,944	785	178	20	33,736.5
25 Processing residue disposed	1,825	1,010	442	118	0	0	3,395.0
26 Net Diverted	7,781	19,194	2,502	667	178	20	30,341.5
Overall Diversion Rate							89.9%

## Proposed Labor Requirements

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Hour
Cart Recyclable Materials	5.5	1.0	6.5	\$27.00	\$8.53
Cart Organic Materials	5.5	1.0	6.5	\$27.00	\$8.53
Bin Recyclable Materials	5.0	0.8	5.8	\$27.00	\$8.53
Bin Organic Materials	1.2	0.0	1.2	\$27.00	\$8.53
Scout Service	1.0	0.0	1.0	\$22.00	\$8.53
Ancillary Services	0.0	0.0	0.0		
Commercial Container Cleaning/Exchange	0.0	0.0	0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
Other (Specify) _____			0.0		
<b>Subtotal Route Personnel</b>	<b>18.2</b>	<b>2.8</b>	<b>21.0</b>		

Other Personnel Headcount (include fraction of employee)	Hauler Equivalent Position Title	# of Employees	Hourly Rate	Benefits Cost/Hour	Notes
Executive Management (CEO, CFO, COO, etc.)		0.2	\$100.00	\$12.50	Both named Joe
General Manager	District Manager	0.1	\$75.00	\$12.50	
Operations Manager		1.0	\$50.00	\$12.50	
Service Liaison					
Municipal Relations Manager					
Government Liaison		0.5	\$40.00	\$12.50	
Route Supervisor		1.0	\$35.00	\$12.50	
Dispatcher		0.5	\$22.00	\$8.53	
Container Distribution					
Container Maintenance/Welder		0.1	\$24.00	\$8.53	
Maintenance Supervisor					
Maintenance Personnel		1.4	\$32.00	\$8.53	
Controller		0.1	\$50.00	\$12.50	
Safety Specialist		0.2	\$35.00	\$12.50	
Staff Accountant		0.1	\$30.00	\$8.53	
Office Manager		0.1	\$45.00	\$12.50	
Human Resources		0.1	\$45.00	\$12.50	
Accounting Clerk					
Billings Clerk		0.1	\$25.00	\$8.53	
Accounts Receivable Clerk		0.1	\$25.00	\$8.53	
Collection Clerk					
Financial Analyst					
Benefits Coordinator		0.1	\$30.00	\$8.53	
Customer Service Supervisor		0.1	\$30.00	\$8.53	
Customer Service Representatives		2.0	\$20.00	\$8.53	
Sales Coordinator					
Recycling Manager		0.2	\$40.00	\$12.50	
Diversion Coordinator(s) (up to 1 FTE equivalent)		1.0	\$23.00	\$8.53	
Other (specify): _____					
Other (specify): _____					
<b>Subtotal Other Personnel</b>	<b>N/A</b>	<b>9.0</b>			
<b>Total All Personnel</b>		<b>30.0</b>			



## Summary of Proposed Costs

Proposer Name:

Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

RATE PERIOD 1 August 1, 2025 - July 31, 2026	Cart Service		Bin Service		Other		TOTAL
	Recyclable Materials	Organic Materials	Recyclable Materials	Organic Materials	Ancillary Services	Other	
<b>Cost of Operations</b>							
Labor-Related Costs	\$613,620	\$613,620	\$416,810	\$83,362	\$89,614	\$12,400	\$1,829,426
Vehicle-Related Costs	\$170,875	\$170,875	\$81,369	\$16,274	\$4,285	\$0	\$443,678
Fuel Costs	\$216,475	\$243,890	\$121,945	\$24,389	\$6,874	\$0	\$613,573
Other Costs	\$183,309	\$195,000	\$97,500	\$19,500	\$12,815	\$1,000	\$509,124
Direct Depreciation	\$268,950	\$268,950	\$134,475	\$26,895	\$0	\$0	\$699,270
Total Allocated Costs - G&A and Vehicle	\$292,480	\$294,555	\$147,278	\$39,456	\$1,700	\$0	\$775,469
<b>Total Cost of Operations</b>	\$1,745,709	\$1,786,890	\$999,377	\$209,876	\$115,288	\$13,400	\$4,870,539
<b>Profit</b>	\$139,657	\$142,951	\$79,950	\$16,790	\$9,223		\$388,571
<b>Pass-Through Costs</b>							
Recyclable Material Processing Costs	\$360,225		\$88,320				\$448,545
Organic Material Processing Costs (without bags)		\$642,487		\$62,800			\$705,287
Other Processing Costs	\$0	\$0	\$0	\$0			\$0
Disposal Costs (Residue)	\$82,131	\$45,459	\$19,872	\$5,299			\$152,761
Interest Expense	\$170,520	\$170,520	\$130,899	\$27,550			\$499,489
<b>Total Pass-Through Costs</b>	\$612,876	\$858,466	\$239,091	\$95,649	\$0	\$0	\$1,806,082
<b>Total Costs before City Fees</b>	\$2,498,241	\$2,788,307	\$1,318,417	\$322,315	\$124,511	\$13,400	\$7,065,192
<b>Recyclable Material Revenue Sharing</b>							
Rebate Per Ton (1)	\$17.01		\$17.01				
Estimated Tonnage to be Collected	9,606.00		2,944.00				\$213,476
<b>AB 939/SB 1383 Fee</b>							
5% of Gross Commercial Receipts							\$103,278
<b>Public Education and Outreach</b>							
Minimum \$200,000 Annually							\$200,000
<b>Total Proposed Costs (organics without bags)</b>	---	---	---	---		---	\$7,581,945
Additional Organic Material Processing Costs (with bags, if applicable)		not available		\$ 57,000			\$57,000
<b>Total Proposed Costs (organics with bags) (2)</b>							\$7,638,945

Optional Services	
Kitchen Caddies for Multi-Family Customers	Commercial Container Cleaning/Exchange
\$10,000	
\$10,000	\$0
\$0	\$0
\$10,000	\$0
\$10,000	\$0

FF and CS will be calculated once alt

(1) Rebate per ton shown is current rebate per ton. This amount will be adjusted by the index in the Franchise Agreement prior to commencement of services.

(2) If City elects for plastic bags, rates will be adjusted proportionally to the increase in costs.

## Capital Requirements

Proposer Name: Mid-Valley Disposal, LLC

Note to proposer: Input data in yellow shaded areas only.

	Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	New			Used			Total				
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Recyclable Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Residential Cart Organic Materials	5	1	6			0	5	1	6	\$2,940,000	\$ 490,000.00
Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
Commercial Cart Organic Materials (Comingled YW/GW)			0			0	0	0	0		N/A
Commercial Bin Recyclable Materials	3		3			0	3	0	3	\$1,425,000	\$ 475,000.00
Commercial Bin Organic Materials (Comingled YW/GW)	1		1			0	1	0	1	\$475,000	\$ 475,000.00
Roll-Off			0			0	0	0	0		N/A
Subtotal	14	2	16	0	0	0	14	2	16	\$7,780,000	
Other Vehicles											
Pickup Trucks	2		2			0	2	0	2	\$100,000	\$ 50,000.00
Container Distribution	1		1			0	1	0	1	\$195,000	\$ 195,000.00
Mobile Service Truck			0			0	0	0	0		N/A
Scout			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Subtotal	3	0	3	0	0	0	3	0	3	\$295,000	
							Total Vehicle Cost			\$8,075,000	
Containers											
Carts											
Recyclable Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	900		900			0	900	0	900	\$46,125	\$ 51.25
Organic Materials 96-gallon (Commercial Customers and Residential Replacements)(1)	800		800			0	800	0	800	\$41,000	\$ 51.25
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Organic Materials Reduced Volume _____ gallons (Commercial Customers)(1)	200		200			0	200	0	200	\$9,750	\$ 48.75
Subtotal	2100	0	2100	0	0	0	2100	0	2100	\$106,625	
Bins											
1 cubic yard	225		225			0	225	0	225	\$151,875	\$ 675.00
1.5 cubic yards	0		0			0	0	0	0		N/A
2 cubic yards	275		275			0	275	0	275	\$206,250	\$ 750.00
3 cubic yards	300		300			0	300	0	300	\$255,000	\$ 850.00
4 cubic yards	200		200			0	200	0	200	\$190,000	\$ 950.00
5 cubic yards			0			0	0	0	0	\$0	N/A
6 cubic yards	25		25			0	25	0	25	\$28,750	\$ 1,150.00
Subtotal	1025	0	1025	0	0	0	1025	0	1025	\$831,875	
Other											
Multi-Family Kitchen Caddies	7000		7000			0	7000		7000	\$105,000	\$ 15.00
Other (specify):			0			0	0	0	0		N/A
Subtotal	7000	0	7000	0	0	0	7000	0	7000	\$105,000	
							Total Container Cost (excluding kitchen caddies)			\$938,500	
Other											
Offices	Description										N/A
Processing Site(s)											N/A
Transfer Station											N/A
Corporation Yard/Maintenance											N/A
Container Storage Yard											N/A
Shop Equipment	Additional stocked tool box for maintenance tech, misc shop supplies									\$8,500	N/A
Fueling Equipment											N/A
Computer and Office Equipment	CSR workstations, office furniture, IT and telecom infrastructure, miscellaneous office furnishings, security									\$14,500	N/A
Other (specify):											N/A
Other (specify):											N/A
							Total Other Cost			\$23,000	
Total Capital Cost										\$9,036,500	

(1) Per Draft Services Agreement Section 5.6.E, Contractor shall supply all Carts and Bins for Commercial Customers and Multi-Family Customers with centralized service. The City will charge the Contractor for replacement Recyclable and Organic Materials Carts for Residential Customers with individual service for each dwelling unit.

## Form 6

## Rate Proposal for Residential Curbside Cart Service Customers

## City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow. Other rates and estimated revenues will be calculated based on these inputs.

Note: The following compensation rates apply to single-family homes as well as condominiums and townhomes with individual cart service for each dwelling unit for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Curbside Cart Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Cart)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials (96-gal Cart)	1 pick-up/week	\$4.03	\$4.99	36,500	\$2,185,620
Organic Materials (96-gal Cart)	1 pick-up/week	\$5.62	\$6.39	35,200	\$2,699,136
Recyclable Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$4.49	200	\$10,776
Organic Materials Reduced Volume 48 gallons	1 pick-up/week	NA	\$6.09	200	\$14,616
ADA customer Back Yard Service Fee (upon City request)	1 pick-up/wk	\$0.00	\$0.00	47	\$0
Estimated Residential Curbside Revenue for Rate Period One					\$4,910,148

Note: The following compensation rates apply to multi-family residential complexes with centralized collection for garbage, recyclables, and organic materials.

Compensation Rates for Regularly Scheduled Multi-Family Bin Service					
Rate Period One					
August 1, 2025 through July 31, 2026					
Container Size and Type	Service Frequency	Current Monthly Rate (per Unit)	Proposed Maximum Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	1 pick-up/week	\$2.11	\$3.27	6,754	\$265,027
Organic Materials	1 pick-up/week	\$5.67	\$6.57	4,250	\$335,070
Estimated Multi-Family Bin Service Revenue for Rate Period One					\$600,097

## Rate Proposal for Commercial Solid Waste Cart &amp; Bin Services

City of Clovis Base Services

Proposer Name: Mid-Valley Disposal, LLC

Instructions to Proposer: Only enter rates and/or service level estimates into cells shaded yellow.  
Other rates and estimated revenues will be calculated based on these inputs.

Note: The following rates apply to commercial and industrial businesses and institutions, as well as residential customers that request bin service for recyclable and/or organic materials for an individual dwelling unit (residential carts will be compensated as described in Tab 6).

## Rates for Regularly Scheduled Recycling Cart &amp; Bin Service

Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Current Monthly Refuse Rate	Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Recyclable Materials	96-gal Cart	1		NA	\$7.90	852	\$80,770
		2		NA	\$15.10	1	\$181
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Recyclable Materials	1 cubic yard Bin	1	\$77.44	\$38.72	\$41.82	84	\$42,152
		2	\$154.88	\$77.44	\$83.64	9	\$9,033
		3	\$232.32	\$116.16	\$125.45		\$0
		4	\$309.76	\$154.88	\$167.27		\$0
		5	\$387.20	\$193.60	\$209.09		\$0
		6	\$464.64	\$232.32	\$250.91		\$0
		Sunday					\$0
Recyclable Materials	1.5 cubic yard Bin	1	\$106.52	\$53.26			\$0
		2	\$213.04	\$106.52			\$0
		3	\$319.56	\$159.78			\$0
		4	\$426.08	\$213.04			\$0
		5	\$532.60	\$266.30			\$0
		6	\$639.12	\$319.56			\$0
		Sunday					\$0
Recyclable Materials	2 cubic yard Bin	1	\$135.60	\$67.80	\$73.22	245	\$215,279
		2	\$271.20	\$135.60	\$146.45	34	\$59,751
		3	\$406.80	\$203.40	\$219.67	9	\$23,725
		4	\$542.40	\$271.20	\$292.90	1	\$3,515
		5	\$678.00	\$339.00	\$366.12	1	\$4,393
		6	\$813.60	\$406.80	\$439.34		\$0
		Sunday					\$0
Recyclable Materials	3 cubic yard Bin	1	\$201.23	\$100.62	\$108.66	195	\$254,274
		2	\$402.46	\$201.23	\$217.33	73	\$190,380
		3	\$603.69	\$301.85	\$325.99	28	\$109,534
		4	\$804.92	\$402.46	\$434.66	16	\$83,454
		5	\$1,006.15	\$503.08	\$543.32	6	\$39,119
		6	\$1,207.38	\$603.69	\$651.99	1	\$7,824
		Sunday					\$0
Recyclable Materials	4 cubic yard Bin	1	\$266.85	\$133.43	\$144.10	71	\$122,772
		2	\$533.70	\$266.85	\$288.20	42	\$145,252
		3	\$800.55	\$400.28	\$432.30	27	\$140,064
		4	\$1,067.40	\$533.70	\$576.40	8	\$55,334
		5	\$1,334.25	\$667.13	\$720.50	2	\$17,292
		6	\$1,601.10	\$800.55	\$864.59	11	\$114,126
		Sunday					\$0
Recyclable Materials	5 cubic yard Bin	1	\$332.47	\$166.24			\$0
		2	\$664.94	\$332.47			\$0
		3	\$997.41	\$498.71			\$0
		4	\$1,329.88	\$664.94			\$0
		5	\$1,662.35	\$831.18			\$0
		6	\$1,994.82	\$997.41			\$0
		Sunday					\$0
Recyclable Materials	6 cubic yard Bin	1	\$398.09	\$199.05	\$214.97	10	\$25,796
		2	\$796.18	\$398.09	\$429.94	4	\$20,637
		3	\$1,194.27	\$597.14	\$644.91	2	\$15,478
		4	\$1,592.36	\$796.18	\$859.87		\$0
		5	\$1,990.45	\$995.23	\$1,074.84		\$0
		6	\$2,388.54	\$1,194.27	\$1,289.81		\$0
							\$0
Estimated Recycling Bin Revenue for Rate Period One							\$1,780,134



Rates for Regularly Scheduled Organics Cart & Bin Service							
Rate Period One							
August 1, 2025 through July 31, 2026							
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)		Current Monthly Rate	Proposed Maximum Monthly Rate	Average # of Service Instances per Month	Estimated Rate Period One Revenues
Organic Materials (Optional Reduced Volume)	-gal Cart	1		NA			\$0
		2		NA			\$0
		3		NA			\$0
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
Organic Materials	96-gal Cart	1		NA	\$17.00	245	\$49,980
		2		NA	\$32.00	54	\$20,736
		3		NA	\$47.00	12	\$6,768
		4		NA			\$0
		5		NA			\$0
		6		NA			\$0
		Sunday		NA			\$0
Organic Materials	1 cubic yard Bin	1	\$77.44	\$46.46	\$46.46	194	\$108,168
		2	\$154.88	\$92.93	\$92.93	3	\$3,345
		3	\$232.32	\$139.39	\$139.39	5	\$8,364
		4	\$309.76	\$185.86	\$185.86		\$0
		5	\$387.20	\$232.32	\$232.32		\$0
		6	\$464.64	\$278.78	\$278.78		\$0
		Sunday					\$0
Organic Materials	1.5 cubic yard Bin	1	\$106.52	\$63.91	\$63.91	3	\$2,301
		2	\$213.04	\$127.82	\$127.82		\$0
		3	\$319.56	\$191.74	\$191.74		\$0
		4	\$426.08	\$255.65	\$255.65		\$0
		5	\$532.60	\$319.56	\$319.56		\$0
		6	\$639.12	\$383.47	\$383.47		\$0
		Sunday					\$0
Organic Materials	2 cubic yard Bin	1	\$135.60	\$81.36	\$81.36	56	\$54,674
		2	\$271.20	\$162.72	\$162.72	3	\$5,858
		3	\$406.80	\$244.08	\$244.08	1	\$2,929
		4	\$542.40	\$325.44	\$325.44		\$0
		5	\$678.00	\$406.80	\$406.80	2	\$9,763
		6	\$813.60	\$488.16	\$488.16		\$0
		Sunday					\$0
Organic Materials	3 cubic yard Bin	1	\$201.23	\$120.74	\$120.74	2	\$2,898
		2	\$402.46	\$241.48	\$241.48	2	\$5,795
		3	\$603.69	\$362.21	\$362.21		\$0
		4	\$804.92	\$482.95	\$482.95		\$0
		5	\$1,006.15	\$603.69	\$603.69		\$0
		6	\$1,207.38	\$724.43	\$724.43		\$0
		Sunday					\$0
Organic Materials	4 cubic yard Bin	1	\$266.85	\$160.11	\$160.11	2	\$3,843
		2	\$533.70	\$320.22	\$320.22		\$0
		3	\$800.55	\$480.33	\$480.33		\$0
		4	\$1,067.40	\$640.44	\$640.44		\$0
		5	\$1,334.25	\$800.55	\$800.55		\$0
		6	\$1,601.10	\$960.66	\$960.66		\$0
		Sunday					\$0
Organic Materials	5 cubic yard Bin	1	\$332.47	\$199.48			\$0
		2	\$664.94	\$398.96			\$0
		3	\$997.41	\$598.45			\$0
		4	\$1,329.88	\$797.93			\$0
		5	\$1,662.35	\$997.41			\$0
		6	\$1,994.82	\$1,196.89			\$0
		Sunday					\$0
Organic Materials	6 cubic yard Bin	1	\$398.09	\$238.85			\$0
		2	\$796.18	\$477.71			\$0
		3	\$1,194.27	\$716.56			\$0
		4	\$1,592.36	\$955.42			\$0
		5	\$1,990.45	\$1,194.27			\$0
		6	\$2,388.54	\$1,433.12			\$0
Estimated Organics Bin Revenue for Rate Period One							\$285,422

Rates for Miscellaneous Services (Per Occurrence)						
			Rate Period One August 1, 2025 through July 31, 2026			
			Average # of			
Type of Service	Container Size	Service Frequency (Pick-Ups/Week)	Service		Estimated Rate Period One Revenues	
			Proposed Maximum Rate	Instances per Month		
Extra Pickups	96-gal cart	Per-Occurrence Rate	\$5.00	1	\$60	
	1 cubic yard container	Per-Occurrence Rate	\$29.27	1	\$351	
	1.5 cubic yard container	Per-Occurrence Rate			\$0	
	2 cubic yard container	Per-Occurrence Rate	\$58.54	1	\$703	
	3 cubic yard container	Per-Occurrence Rate	\$87.82	1	\$1,054	
	4 cubic yard container	Per-Occurrence Rate	\$117.09	1	\$1,405	
	5 cubic yard container	Per-Occurrence Rate			\$0	
	6 cubic yard container	Per-Occurrence Rate	\$175.63	1	\$2,108	
Extra Bin Delivery	1-6 cubic yards	Per-Occurrence Rate	\$25.00	1	\$300	
Extra Cart Delivery	32-gal, 64-gal, 48-gal, 96-gal cart	Per-Occurrence Rate	\$15.00	1	\$180	
Estimated Miscellaneous Service Revenue for Rate Period One					\$6,160	

**AGREEMENT  
BETWEEN  
CITY OF CLOVIS  
AND**

---

**FOR  
RECYCLABLE AND ORGANIC MATERIALS COLLECTION,  
PROCESSING, AND MARKETING SERVICES**

**DATED: \_\_\_\_\_**

**DRAFT**

**ATTACHMENT 2**

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**Agreement  
between  
City of Clovis  
and**

**for Recyclable and Organic Materials Collection, Processing, and  
Marketing Services of**

This Agreement for Recyclable and Organic Materials Collection, Processing, and Marketing Services ("Agreement") is made and entered into as on February \_\_, 2025 between the City of Clovis, a California, a municipal corporation (hereinafter "City"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

**RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

**WHEREAS**, capitalized terms in this Agreement shall have the meaning prescribed in the definitions provided in Exhibit A attached hereto unless the context requires otherwise.

**WHEREAS**, City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the municipal code of the City.

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (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 Discarded Materials Collection within their jurisdiction; and,

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

**WHEREAS**, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

**WHEREAS**, SB 1383 requires the City to implement Collection programs, meet Processing Facility



requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and,

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an agreement be awarded to a qualified Contractor to provide for the Collection, Processing, and marketing of Recyclable Materials and Organic Materials, and other services related to meeting the City's economic and environmental goals; and,

**WHEREAS**, the City further declares its intent to maintain reasonable Rates and high quality services for the Collection, Recycling, Processing, and/or Composting of Recyclable Materials and Organic Materials; and,

**WHEREAS**, the City desires, having determined that Contractor, by demonstrated experience, reputation, and capacity is qualified to provide for both the Collection of Recyclable Materials and Organic Materials within the corporate limits of the City, and the Transportation of such material to appropriate places of Processing, Recycling, and/or Composting, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

**WHEREAS**, the City's current Recyclable Materials and Organic Materials Collection agreements expire on July 31, 2025.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

## **ARTICLE 1. GRANT AND ACCEPTANCE OF SERVICE**

### **1.1 GRANT AND ACCEPTANCE OF SERVICE**

By the signing of this Agreement, City grants to Contractor and Contractor accepts the exclusive right and privilege to Collect, Process, and market Recyclable Materials and Organic Materials generated within the corporate limits of the City. The services granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

### **1.2 LIMITATIONS TO THE SERVICE**

The award of this Agreement shall not preclude the categories of Recyclable Materials and Organic Materials, or other materials listed below, from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City, which is otherwise required by law:

- A. **Recyclable and Organic Materials.** Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by the service recipient

to such other Person.

- B. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable Materials, and Organic Materials, generated in or on their own Premises and Transported personally by the Owner or Resident of such Premises (or by their employee) to an Approved Facility.
- C. **Construction and Demolition Debris (C&D).** Other Persons shall have the right to Collect C&D, provided that such Persons maintain a City-issued permit granting such right, and the C&D was generated from a construction, demolition, alteration, or remodel project pursuant to a permit issued by the City.
- D. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and (a) sold or (b) that are donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are Collected by a waste hauler not subject to this Agreement that is not a 501(c)(3) organization.
- E. **Edible Food.** Edible Food which is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is Self-Hauled by the Generator to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.
- F. **Food Scraps.** Food Scraps that are separated by the Generator and used by the Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.
- G. **Materials That Contractor Does Not Divert.** Discarded Materials which Contractor is not required to Process and Divert under this Agreement as of the Effective Date of this Agreement which subsequently, in City's reasonable judgment, become economically feasible to Divert. In such event, Contractor shall have the exclusive right to Collect and Process such materials if Contractor agrees to do so without any change in Rates. If Contractor is unwilling to Process and Divert such new materials at existing Rates, City may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but may not be limited to, Organic Materials which Contractor would otherwise Dispose. Contractor may not enforce its exclusive rights in a manner that would prevent the Diversion of material that Contractor is unable or unwilling to Divert.
- H. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- I. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials and Organic Materials removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.

- J. **On-site or Community Composting.** Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.
- K. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or butcher shops, fats, oils, greases, or used cooking oil.
- L. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
- M. **Excluded Waste.** Excluded Waste regardless of its source.
- N. **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City, including but not limited to the Clovis Unified School District, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement.

Contractor acknowledges and agrees that City may permit other Persons besides Contractor to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials and/or Organic Materials in a manner that is not consistent with this Agreement or the City's Code, it shall report the location, the name and phone number of the Person or company to City's Contract Manager along with Contractor's evidence. In such case, City may notify the Generator and Person providing service of Contractor's rights under this Agreement.

This Agreement and scope of services shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City and may petition for an extraordinary Rate adjustment pursuant to Section 8.3.

### 1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, City and Contractor shall:

- A. Use their reasonable commercial efforts to enforce the exclusive nature of the service by the Contractor's identification and documentation of violations of this Agreement and City's notification of Generators and Collection companies reasonably believed to be violating the terms of this Agreement.
- B. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

C. Provide timely access to City's Contract Manager and Contractor's Government Liaison and complete and timely responses to requests of the other Party.

D. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

## ARTICLE 2. TERM OF AGREEMENT

### 2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence on August 1, 2025 ("Commencement Date") and continue in full force for a period of ten (10) years, through and including July 31, 2035, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2. Contractor and City may mutually agree to extend the term of this Agreement for up to an additional five (5) years upon mutually agreeable written terms.

City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement, under its then-existing terms and conditions on a month-to-month basis, for a maximum extension of up to twelve (12) months. City shall give notice of its intention to extend the Term, or any extended Term, of this Agreement in writing no later than three (3) calendar months prior to expiration of the Term or any extended Term of the Agreement. Such notice by City shall specify the duration of the extension.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

### 2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

**A. Accuracy of Representations.** Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

**B. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to City.

**C. Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder.
2. Adversely affect the validity or enforceability of this Agreement.



3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

- D. Permits Furnished.** Contractor validly holds copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

## ARTICLE 3. SCOPE OF AGREEMENT

### 3.1 SUMMARY SCOPE OF SERVICES

Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Providing a two-Container Collection program for the separate Collection of Recyclable Materials and Organic Materials generated by and placed for Collection by Customers, City facilities, and special events pursuant to the requirements of Article 4 and Exhibit B.
- B. Transporting Collected materials to the appropriate Approved Facilities pursuant to requirements of Article 4 and Exhibit B.
- C. Processing and marketing Collected Recyclable Materials and Organic Materials at the appropriate Approved Facilities pursuant to the requirements of Article 4 and Exhibit B.
- D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, contamination monitoring, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting).
- E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees and Reimbursements), and utilities.
- G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
- H. Complying with all Applicable Law.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

### 3.2 USE OF APPROVED FACILITIES

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials

and Organic Materials Collected in the City. Use of a facility must be approved, in writing, by City prior to use consistent with the requirements of Article 4. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

### 3.3 SUBCONTRACTING

Contractor shall not engage any Subcontractor(s) for Collection, Transportation, or Processing of Recyclable Materials or Organic Materials services without the prior written consent of City's Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractor(s) identified in Contractor's Proposal, included herein as Exhibit G5. If the Contractor plans to engage other affiliated or related party entities in the provision of services, Contractor shall provide City Contract Manager with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by City prior to City acceptance. Contractor shall require that all Subcontractors file insurance certificates with City, name City as an additional insured, and comply with all material terms of this Agreement.

### 3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials and/or Organic Materials are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if Contractor can identify the Generator pursuant to Section 5.8.B. Contractor shall have the right to retain any benefit and revenues resulting from its right to retain, Recycle, Process or reuse the Recyclable Materials and Organic Materials which it Collects. Once Recyclable Materials and/or Organic Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility except for Excluded Waste pursuant to Section 5.8.

Responsibility for Excluded Waste that has been inadvertently Collected by Contractor shall remain with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

### 3.5 CITY-DIRECTED CHANGES TO SCOPE

City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review the Contractor's Proposal for the change in scope of services. City and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City receipt of Contractor's Proposal for such services, City may permit other Persons to provide such services. Nothing herein shall prevent City from soliciting cost and operating information from other Persons in order to inform City's evaluation of Contractor's Proposal.

At any time during the Term of this Agreement, City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such

services will reduce Contractor's Compensation under this Agreement, as described in Article 8, Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

## ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials and Organic Materials services described in this Article 4, for any Customer in the City that subscribes to Contractor's Collection services. Contractor's Collection services shall be provided to any Customer that places Containers in a public right-of-way or that provides a waiver for Contractor to access the Private Road(s) where Customer places its Containers.

This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

### 4.1 RECYCLABLE MATERIALS

**A. Collection.** Contractor shall provide Recyclable Materials Collection services as described in Exhibit B.

**B. Transfer.** Contractor plans to Transport Recyclable Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in Full Regulatory Compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If Contractor is unable to use the Approved Transfer Facility, then Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If Contractor plans to change its Transfer method, Contractor shall obtain written approval from the City prior to making the change.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Materials Containers in the City to the Approved Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting to and Processing of such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 4.1.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Recyclable Materials Processing Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing

Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Recyclable Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Recyclable Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City Contract Manager. The City Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, then Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to the Contractor's Compensation. The performance of Recyclable Materials commodity markets shall not be considered an acceptable basis for use of an alternative Processing Facility nor shall it serve as the basis for any adjustment in Contractor's Compensation under this Agreement, other than as specifically contemplated in Article 8 and Exhibit E to this Agreement. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Recyclable Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use a Recyclable Materials Processing Facility that is different than the initial Approved Recyclable Materials Processing Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved Recyclable Materials Processing Facility operator throughout the Term of this Agreement to

ensure that contamination of the Recyclable Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

**D. Marketing.** Contractor shall be responsible for marketing Recyclable Materials Collected in City that are delivered for Processing at Contractor's Approved Recyclable Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

**E. Residue Disposal.** Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor's Approved Recyclable Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

## 4.2 ORGANIC MATERIALS

**A. Collection.** Contractor shall provide Organic Materials Collection services as described in Exhibit B attached hereto.

**B. Transfer.** Contractor plans to Transport Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Organic Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Designated Transfer Facility in full regulatory compliance.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Organic Materials placed in Organic Materials Containers in the City to the Approved Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting such Organic Materials to the Approved Organic Materials Processing Facility and Disposing of the Residue as required in Section 4.2.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Organic Materials Processing Facility to Process all Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Contract Manager.

If Contractor is unable to use the Approved Organic Materials Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 10.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the Approved Organic Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change



in Processing Facility shall be temporarily permitted until such time as City Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by City Contract Manager. The City Contract Manager may, in their sole discretion, may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, Contractor may make a written request with detailed substantiation for City to consider adjusting, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. City is not obligated to adjust Compensation, however City will review the request in light of a verified hardship and consider appropriate temporary adjustments to Contractor's Compensation. If the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, without additional compensation to Contractor, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Organic Materials Processing Facility without City's written approval, which may be withheld in City's sole discretion. If Contractor elects to use an Organic Materials Processing Facility that is different than the initial Approved Organic Materials Processing Facility, it shall request written approval from City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Approved Organic Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits of incompatible materials or Residue in the Organic Materials established by Applicable Law including, without limitation, SB 1383.

**D. Marketing.** Contractor shall be responsible for marketing Organic Materials Collected in the City that are delivered for Processing at the Approved Organic Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Organic Materials.

**E. Residue Disposal.** Residue from the Processing of Organic Materials Collected under this Agreement at the Approved Organic Materials Processing Facility, which cannot be marketed,

shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

### 4.3 RESERVED

### 4.4 OTHER COLLECTION SERVICES

**A. Used Motor Oil and Filters.** Contractor shall Collect Residential Customers Used Motor Oil and Filters placed Curbside for Collection. Contractor shall not be required to Collect more than two and a half (2.5) gallons of Used Motor Oil and Filters per individual Dwelling Unit per week.

**B. Holiday Tree.** Contractor shall Collect all holiday trees properly placed Curbside by Single-Family and Multi-Family Customers fourteen (14) Calendar Days following Christmas Day, or such other days as agreed by City and Contractor, free of any additional charge to any Customer. Holiday trees shall be Transported to, and Processed at, the Approved Organic Materials Processing Facility. All holiday trees shall be Diverted and none shall be Disposed.

**C. Sharps Waste Program.** Contractor shall provide Single-Family and Multi-Family Dwelling Unit Customers with a Sharps Waste home delivery program, upon request. Contractor shall deliver an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the Collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart, postage paid, container approved by the United States Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/ mailing kit per calendar year at no charge. Additional Sharps Waste containers/ mailing kits will be available for a fee by Contractor.

**D. Battery and Cellphone Collection.** Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Battery Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Battery Buckets within the Multi-Family complex, and will provide educational information and additional Battery Buckets within five (5) Working Days of a property manager or Owner's request.

**E. Provision of Compost and Mulch.** Contractor shall provide Compost and Mulch in accordance with the requirements outlined Exhibit B4.

**F. Multi-Family Kitchen Pails.** Contractor shall provide, to all Multi-Family Dwelling Units, kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Container. Kitchen pail specifications shall be approved by City prior to ordering and distribution. During Implementation of the Agreement, each Multi-Family Dwelling Unit shall receive one kitchen pail at no additional cost. Contractor may charge Customers for additional or replacement kitchen pails.

**G. Container Cleaning/Exchange Program.** Contractor shall implement a program to provide

Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year).

#### 4.5 SPECIAL EVENTS

Contractor shall provide Recyclable Materials and Organic Materials services to up to twenty (20) special events per Rate Period, at no cost to the event or City. Please see Exhibit B.5 for a tentative list of special events. Contractor shall provide the special event services upon thirty (30) calendar days advance request by City Contract Manager. Special event services include all of the following unless specifically waived in writing by City Contract Manager.

**A. Event Collection Stations.** Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials and Organic Materials at special events. Each event Collection station shall include a separate Cart or event box for each of the Recyclable Materials and Organic Materials as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor shall provide liners/bags for the Carts or event boxes at the Collection stations and shall line the Carts or event boxes as a part of the station set-up. Collection stations shall include adequate signs and labeling.

**B. Collection Station Monitors.** Upon request, Contractor shall provide up to two (2) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart or event box. Contractor shall Transport materials contained in event Collection stations to Drop Boxes or Bins, which will subsequently be Collected by Contractor.

**C. Drop Boxes or Bins.** Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the City Contract Manager or event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing.

**D. Public Education Booth.** Upon request of either the event organizer or City Contract Manager, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting.

**E. Reporting.** Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Contract Manager and event organizer. The report should include, at a minimum: the number of event Collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Recyclable Materials and Organic Materials) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an

organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events requested by City in excess of the twenty (20) included at no additional charge and for special events not requested by City Contract Manager, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

#### 4.6 PUBLIC EDUCATION AND OUTREACH

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in this Section 4.6 and Exhibit C. Contractor shall produce and distribute public education and outreach materials upon City request and contribute any remaining funds in Contractor's annual public education budget to City to support City's public education and outreach efforts.

**A. Program Objectives.** Contractor shall be responsible for designing and conducting a public education and outreach program, and the Contractor shall be responsible for the production and distribution of all materials under this program in accordance with this Agreement. City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, reuse, Recycling, Composting, Source Separation of Discarded Materials, and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include, but are not limited to: (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, Composting, and Source Separating Discarded Materials; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; (vii) encouraging Generators to purchase products/packaging made with Recycled content materials; and, (viii) instructing Generators on proper Disposal of Hazardous Waste and Sharps Waste.

The cumulative intended effect of these efforts is to reduce generation of Discarded Materials and, ultimately, Disposal of Discarded Materials by each Generator in the City, and Contractor agrees to support and not undermine or interfere with such efforts.

**B. Contractor Public Education Requirements.** Within forty-five (45) days after the execution of this Agreement, and annually thereafter, Contractor shall develop and submit an annual public education plan to City Contract Manager for approval. Contractor acknowledges that they are part of a multi-Party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with City

550 Contract Manager on public education activities to minimize duplicative, inconsistent, or  
551 inappropriately timed education campaigns.

552 Contractor agrees to print, produce, and distribute education materials and conduct outreach  
553 based on the City's adopted programs and established design criteria, as detailed in Exhibit C,  
554 at no additional cost to ratepayers or City. Contractor shall obtain approval from the City  
555 Contract Manager on all Contractor-provided advertising, promotional, or service-related  
556 materials used within the City before publication, distribution, and/or release. City Contract  
557 Manager, in their sole discretion, shall have the right to deny the use of any materials or  
558 content or may request that Contractor include City identification and contact information on  
559 materials and Contractor's approval of such requests shall not be unreasonably withheld.

560 **C. Non-English Language Requirements.** Contractor shall make all public education and outreach  
561 materials required by this Section available in English, Spanish, Punjabi, and Hmong.

562 Upon City's request, Contractor shall provide materials in additional languages beyond those  
563 specified in this Section in response to shifting demographics within the City; updates to State  
564 requirements or Applicable Law; or any other reason deemed appropriate by the City.

#### 565 **4.7 COMMERCIAL BILLING**

566 Contractor's compensation provided for in this Article shall be the full, entire and complete compensation  
567 due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes,  
568 insurance, bonds, overhead, profit and all other things necessary to perform all the services required by  
569 this Agreement in the manner and at the times prescribed.

570 Contractor shall bill all Commercial Customers for Recyclable Materials service, Organic Materials service,  
571 and ancillary services monthly. Contractor shall be solely responsible for collecting billings at Rates set in  
572 accordance with Article 8. Rates shall not exceed sixty percent (60%) of the Rate charged by City for similar  
573 Solid Waste Collection service or the percentage proposed by contractor, if lower. Billing shall be  
574 performed on the basis of services rendered and this Agreement shall create no obligation on the part of  
575 any Person on the sole basis of the ownership of property. Individual contracts between Contractor and  
576 a Customer for services provided under this Agreement shall be prohibited.

577 Contractor shall develop, maintain, and regularly update a Customer Account Information Database,  
578 which shall include but is not limited to:

- 579 i. Customer name.
- 580 ii. Phone number.
- 581 iii. Service address.
- 582 iv. Email address.
- 583 v. Customer Service Levels, including:
- 584 a. Customer Service Levels exceptions.



585 b. Customer service waivers.

586 Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card  
 587 and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor  
 588 shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system.  
 589 Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check,  
 590 money order, and credit card.

591 Up to once per billing cycle, City may direct Contractor to attach inserts to Customer invoices. Contractor  
 592 shall provide electronic bill inserts to Customers who are billed electronically, and paper bill inserts to  
 593 Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the  
 594 Customer to view upon receipt of the invoice. Upon City request for such attachments, Contractor shall  
 595 comply with such request during its next billing cycle for the targeted Customer group. Contractor shall  
 596 perform this service with no additional requirement for compensation.

597 Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of  
 598 this Agreement, for inspection and verification by City Contract Manager at any reasonable time but in no  
 599 case more than thirty (30) calendar days after receiving a request to do so.

600 Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad  
 601 debt") in accordance with this Section 4.7. Contractor shall make reasonable efforts to obtain payment  
 602 from delinquent accounts through issuance of late payment notices, telephone requests for payments,  
 603 and assistance from collection agencies.

604 Monthly Customer invoices shall be due thirty (30) calendar days from the first day of the billing period.  
 605 In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall  
 606 notify such Customer of the delinquency via written correspondence, instructing the Customer that  
 607 unpaid bills which become more than forty-five (45) calendar days delinquent may be assessed a one and  
 608 one half percent (1.5%) late fee per month. Contractor shall provide a second written notice of  
 609 delinquency to any account which becomes more than sixty (60) calendar days past due, and a third  
 610 written notice of delinquency to any account which becomes more than ninety (90) calendar days past  
 611 due. Should any account become more than one hundred and twenty (120) calendar days past due,  
 612 Contractor may discontinue providing service to the Customer. No less than seven (7) calendar days prior  
 613 to discontinuing service to a Customer, Contractor shall notify City Contract Manager of the address,  
 614 Service Level, service frequency, and delinquent billing amount. Contractor may withhold service from a  
 615 delinquent account until past delinquencies are paid in full. Upon restoring service to a previously  
 616 delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) month's  
 617 billings at the Customer's Service Level.

618 If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for  
 619 more than six (6) months, Contractor may not subsequently attempt to collect the under-charged amount  
 620 for more than six months of service. If Contractor over-charges a Customer for a period of more than six  
 621 (6) months, Contractor shall reimburse or credit the Customer for at least six months of the over-charged  
 622 service, but is not required by this Agreement to reimburse or credit the Customer for more than six (6)  
 623 months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting  
 624 a Customer for more than six (6) months of over-charges.

625 If a Customer reduces or cancels service during a billing cycle, the Customer shall be entitled to a proration  
 626 of the billing from the date that the service change was requested, in the case of cancellations or

reductions in the Customer's bill, or the date the service change was fulfilled, in the case of increases in the Customer's bill.

## 4.8 CUSTOMER SERVICE PROGRAM

### 4.8.1 Program Requirements

**A. Office and Availability of Representatives.** Contractor shall maintain throughout the Term of this Agreement an office within the City. A representative of Contractor who is knowledgeable of the service area, services, and Rates shall be available from 8 a.m. to 5 p.m. Monday through Friday for in-person communications with the public at the local office. Contractor shall maintain a local or toll-free telephone number which it shall publicize and maintain during office hours. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by City Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

**B. Telephone.** Contractor shall secure, use, pay all costs incurred by, and maintain during the Term of this Agreement, a toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. Upon expiration or early termination of this Agreement, City shall retain the control of the toll-free phone number. Contractor shall provide City with a separate emergency telephone number for use by City Contract Manager outside normal business hours. Contractor shall have such contact representative available at the emergency telephone number during all hours other than normal office hours.

Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. Monday- Friday and shall have sufficient equipment in place and staff two (2) local representatives to be available to handle calls each day and maintain such telephone equipment capable of recording the responsiveness to calls. Contractor may choose to utilize non-local representatives to offset Customer wait times during periods of high call volumes Contractor's telephone system shall offer Customers who have been placed on-hold to opt to leave a voice message or receive a scheduled call-back, rather than remain on-hold. If Contractor's telephone Customer service performance falls below the performance standards established in Exhibit F, City shall have the right to require Contractor to increase its staffing levels and/or call handling capacity without any additional compensation to the Contractor. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Exhibit F. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 4:00 p.m. on a Working Day and shall provide a live call back by 12:00 p.m. of the following Working Day for any voice messages left after 5:00 p.m.

**C. Web Site and Email Access.** Contractor shall develop and maintain a web site that is accessible by the public and solely dedicated to the operations under this Agreement in the City. Contractor's web site shall include all Rates allowed to be charged under the Agreement, all public education and outreach materials produced and distributed under this Agreement, and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond the same day to all Customers who leave e-mail messages by 4:00 p.m. on a Working Day

and shall respond by 12:00 p.m. of the following Working Day for any e-mail messages left after 5:00 p.m. Contractor may respond to Customer e-mails either via e-mail or phone.

#### **4.8.2 Service Requests, Compliments, Complaints**

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and Complaints. Contractor shall respond to all Complaints received in accordance with the requirements of Section 4.8.1.B, and 4.8.1.C. Complaints related to missed Collections shall be addressed in accordance with Section 4.8.3. Complaints related to repair or replacement of Carts or Bins, shall be addressed in accordance with Section 5.6.

Within ninety (90) days of the Effective Date, Contractor shall have a Complaint tracking and reporting system], and shall log all Complaints received orally or in writing. Said log shall include, at a minimum:

- A. The date and time the Complaint was received;
- B. Name, address and telephone number of complainant;
- C. Description of Complaint;
- D. Employee recording Complaint; and,
- E. The action taken by Company to respond to and remedy Complaint.

All Complaints received before 4:00 p.m. shall be responded to that same day. All Complaints received after 4:00 p.m. shall be responded to before 12:00 p.m. of the following Business Day.

Contractor shall retain daily logs of Complaints for a minimum of twenty-four (24) months and shall be locally available to City at all times during this Agreement upon twenty-four (24) hour notice.

The log of Complaints shall be provided to the City in accordance with Exhibit D. At all times during this Agreement, all Customer service records and logs kept by Contractor shall be available to City upon (twenty-four) 24 hour notice and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's Customer service staff for purposes of monitoring the quality of Customer service, researching Customer Complaints, or other matters related to Contractor's performance under this Agreement.

Contractor shall notify Customers of this Complaint procedure at the time Customers apply for or are provided service, and annually thereafter. Contractor may include an insert describing Contractor's Complaint procedures in the City's billings.

#### **4.8.3 Missed Collections**

**A. Missed Collection Complaints.** When handling Customer Complaints related to missed or incomplete Collections, Contractor shall not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already "Collected" or "not out."

**B. Schedule for Resolution.** Contractor shall resolve every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all

Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working Day, Contractor shall have until the end of the following Working Day to resolve the Complaint.

Contractor shall not be required to return and complete a Collection in response to a Complaint if the Contractor's driver has left a Non-Collection Notice in accordance with Section 4.11.

**C. Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the Collection; and, (iii) requests that the Contractor return and Collect their Containers, Contractor shall return to the Customer Premises and provide a courtesy Collection at no charge to the Customer. Contractor is not required to provide more than three (3) courtesy Collections for admitted late set-outs per Customer per calendar year. For Residential Customers, one (1) courtesy Collection represents Collection of up to two (2) Carts (Recyclable Materials and Organic Materials) per incident. Contractor shall complete the courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by Contractor.

**D. Daily Missed Collection Report.** As described in Exhibit D, Contractor shall supply City with a daily report of missed Collections.

#### 4.8.4 SB 1383 Non-Compliance Complaints

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit D. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit D.

Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit D.

### 4.9 EXTENDED PRODUCER RESPONSIBILITY PROGRAMS

**A. General.** The City and the Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the services provided by the Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. The Contractor acknowledges and agrees that to the extent that such Extended Producer Responsibility Programs impose requirements on the City's Recyclable and Organics Collection programs that impact the services provided by the Contractor under this Agreement, those Extended Producer Responsibility Programs shall be considered "mandatory" for the Contractor and Contractor shall be required to participate. The Contractor further acknowledges that, because the Approved Recyclable Materials and Organic Materials Processing Facility(ies) accepts materials from the public that may be regulated by an Extended Producer

Responsibility Program, the Contractor may be uniquely positioned to operate or participate in such programs in a “voluntary” capacity.

- B. **Change in Scope.** The City may require Contractor’s compliance with, and participation in, existing and/or new mandatory Extended Producer Responsibility Programs that may include a modification to Exhibit B, to the extent that doing so is reasonably appropriate and does not violate the permits of the subject Facility(ies).

Any and all such City requests and/or requirements related to any mandatory or voluntary Extended Producer Responsibility Program shall be treated as a change in scope in accordance with Sections 3.5 and shall not be treated as a Change in Law

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

- D. **City Requested Proposal.** If the City requests an Extended Producer Responsibility Program proposal from Contractor under this Section, the Contractor shall be required to seek out and coordinate with the applicable Stewardship Organization designated for the applicable program and shall describe such partnership in its proposal or provide information about an alternative program that Contractor wishes to participate in to divert such material(s) that meets the requirements of the voluntary Extended Producer Responsibility Program; these requirements are in addition to the requirements provided in Section 3.5. The City’s written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the Public Utilities Director to be reasonably necessary. The City shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate the Contractor’s proposal for reasonableness and to evaluate Contractor’s ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, Contractor shall consider in good faith the City’s request to enact the voluntary Extended Producer Responsibility program, unless the Contractor can demonstrate significant barriers that would make providing such services impracticable and/or that Contractor is already diverting the applicable material(s) at the time of the City’s request. The Contractor shall express any objections or concerns during the meet-and-confer period and Contractor shall provide evidence of such barriers and/or current diversion operations in Contractor’s proposal. Such information will be further reviewed by the City.

- E. **Record Keeping and Reporting.** Throughout the Term of this Agreement, the Contractor shall maintain records of all funding or other resources the Contractor receives directly or indirectly through an Extended Producer Responsibility Program. The Contractor shall inform and report to the City as part of Contractor’s obligations under Exhibit D and shall calculate and demonstrate



the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the City as either a direct payment sent to the City within thirty (30) Days after Contractor's receipt of funds or as a reduction to the Contractor's Compensation in accordance with Article 8, at the City Public Utilities Director's sole discretion. The Contractor shall include copies of invoices or receipts with the applicable Stewardship Organization with its payment, as appropriate, regardless of whether the City is aware of such funding or other resources have been received by the Contractor.

The Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs as provided in Article 6 and report such information to the Authority in accordance with Exhibit D or as otherwise requested by the Public Utilities Director.

## 4.10 SERVICE EXEMPTIONS

### 4.10.1 Reserved

### 4.10.2 Commercial and Multi-Family Customer Waivers

**A. General.** City may grant waivers described in this Section to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

### B. Types of Generator Waivers

1. De Minimis Waivers. City may waive a Commercial business' or Multi-Family property's obligation to comply with Organic Materials requirements set forth in this Agreement, SB 1383, and of the Municipal Code if the Generator provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

- a. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste; or,
- b. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. City may waive a Commercial or Multi-Family Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and the Municipal Code if the Commercial or Multi-Family Generator provides documentation, or City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises

827 lacks adequate space for Recyclable Materials Containers and/or Organic Materials  
828 Containers.

829 **C. Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers  
830 and physical space waivers to City and/or to Contractor. Contractor shall within seven (7) Working  
831 Days of receipt of City's or Generator's request inspect the Generator's Premises to verify the  
832 accuracy of the application. Contractor shall provide documentation of the inspection, including the  
833 date of the inspection, Customer name and address, a description of the Premises, evaluation of  
834 each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this  
835 information and documentation to City in a timely manner, not to exceed three (3) Business Days  
836 after the date of inspection. City ultimately retains the right to approve or deny any application,  
837 regardless of the information provided by Contractor. Contractor shall report information regarding  
838 waivers reviewed within the month, if any, in accordance with this Section and Exhibit D.

839 **D. Service Level Updates.** When City grants a waiver to a Customer, or a Customer's waiver status  
840 changes after a re-verification determination, City shall notify Contractor within seven (7) days of  
841 the waiver approval or status change with information on the Customer and any changes to Service  
842 Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to  
843 modify the Customer's Service Level, Customer account data, and billing statement, as needed.

844 **E. Waiver Re-verification.** Upon request of City, Contractor shall support City in this re-verification  
845 Process by inspecting the Generator's Premises to verify the continuing applicability of the waiver.  
846 Contractor shall provide documentation of the inspection, including the date of the inspection,  
847 Customer name and address, a description of the Premises, evaluation of each criterion of the  
848 relevant waiver type, and photographic evidence. Contractor shall send this information and  
849 documentation to City in a timely manner, not to exceed three (3) Business Days after the date of  
850 inspection. City ultimately retains the right to approve or deny any application, regardless of the  
851 information provided by the Contractor. Contractor shall report information regarding waivers  
852 reviewed within the month, if any, in accordance with this Section and Exhibit D. In the event that  
853 a waiver status changes, Contractor shall update the Customer's information and Service Level in  
854 accordance with subsection 4.10.2.D above.

#### 855 **4.10.3 Contractor Service Exemptions**

856 **A. Disaster Waivers.** In the event of a disaster, City may grant Contractor a waiver of some or all  
857 Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter  
858 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver  
859 has been approved by CalRecycle. Any resulting changes in Collection requirements shall be  
860 addressed as a change in scope in accordance with Section 3.5.

861 **B. Quarantined Waste.** If approved by City, Contractor may Dispose of, rather than Process, specific  
862 types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the  
863 requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until  
864 City provides notice that the quarantine has been removed and directs Contractor to Transport the  
865 materials to the Approved Facilities for such material.

866 In accordance with Exhibit D, Contractor shall maintain records and submit reports regarding  
867 compliance agreements for quarantined Organic Materials and Recyclable Materials that are  
868 Disposed of pursuant to this subsection.

## 4.11 CONTAMINATION MONITORING

### 4.11.1 Annual Route Reviews

- A. Methodology.** Contractor shall, at its sole expense, conduct route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by City; and results in all routes being reviewed at least annually.

Contractor's route review shall include all Container types in service (Recyclable Materials and Organic Materials) for all Customer Types.

Contractor shall develop a specific route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to City no later than December 1 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. City, with potential input from CalRecycle, will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall work collaboratively with City Contract Manager to confirm a reasonable schedule of each scheduled Route review in line with City's normal business hours, and location(s).

- B. Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a notice of contamination in the form of either a Courtesy Pick-Up Notice or a Non-Collection Notice as determined by the Contractor.

- C. Courtesy Pick-Up Notice.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a Courtesy Pick-Up Notice attached or adhered to the Generator's contaminated Container(s).

The courtesy pick-up notification shall, at a minimum:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants.
2. Include the date and time the Prohibited Container Contaminants were observed.
3. Include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container.
4. Inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination Processing fees and/or issue a Non-Collection Notice in the future.
5. Include photographic evidence. Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Courtesy Pick-Up Notice attached to the Generator's Contaminated Container(s).

The format of the Courtesy Pick-Up Notice shall be approved by the City Contract Manager and must be a distinct color from the Non-Collection Notices.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Approved Disposal Facility.

**D. Non-Collection Notices**

1. Non-Collection Notice. Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection Notice to the Generator attached or adhered to the Generator's contaminated Container(s).

The Non-Collection Notice shall, at a minimum:

- a. Inform the Customer of the reason(s) for non-Collection.
- b. Include the date and time the notice was left or issued.
- c. Describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination.
- d. Describe that the Container(s) may be Collected as Solid Waste for an additional charge.
- e. Include photographic evidence of the violation(s). Photographic evidence may be provided by mail, e-mail, or text message and does not need to be included on the Non-Collection Notice attached to the Generator's Contaminated Container(s).

2. Contractor Return for Collection. Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

- E. Assessment of Contamination Processing Fees.** If Contractor observes twenty percent (20%) or more Prohibited Container Contaminants and has issued three (3) Courtesy Pick-Up Notice or Non-Collection Notices within a calendar year, as appropriate, the Contractor may impose a contamination fee approved by City for that Customer's Service Level. The intent of Contamination Fees is to provide a behavioral tool to educate and prevent Customers from placing Source Separated Discarded Materials into the improper designated Container(s). To ensure that assessment of fees are to be used for the intended purposes and not as a form of revenue generation, Contractor agrees that Contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment

of Contamination fees shall be suspended immediately and indefinitely pending a program assessment by City and Contractor. Upon program suspension or at the request of City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: i) modify the program parameters; ii) modify the amount of the Contamination fee; or, iii) return to City any funds generated by the Contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time.

Contractor shall leave a Contamination Processing Fee Notice attached to the Generators' contaminated Container(s). Contractor must also deliver notice by mail to the bill-payer's address within twenty-four (24) hours of assessing the contamination fee.

1. Contamination Processing Fee Notice. Contamination Processing Fee Notices shall be in a format approved by City Contract Manager. Contractor shall notify City in its monthly report of Customers for which contamination Processing fees were assessed per Section 4.11.1(F).

Each Contamination Processing Fee Notice shall, at a minimum:

- a. Describe the specific material(s) of issue.
- b. Explain how to correct future set outs.
- c. Indicate that the Customer will be charged a contamination Processing fee on their next bill.

#### **F. Reporting Requirements.**

Monthly, quarterly, and annual reporting requirements associated with contamination monitoring are detailed in Exhibit D.

#### **4.11.2 Waste Characterization Studies**

- A. Recyclable Materials.** Contractor shall, at its sole expense, design and perform Recyclable Materials characterization studies at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Recyclable Materials, stratified across no fewer than three (3) distinct days of service, from the City at the Approved Recyclable Materials Processing Facility. The methodology must be approved by the City Contract Manager in writing prior to Contractor conducting such a study.

- B. Organic Materials.** Contractor shall, at its sole expense, design and perform waste characterization at least once every two (2) years. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City. Contractor shall propose a study methodology that must include a minimum of ten (10) Tons of Organic Materials, stratified across no fewer than three (3) distinct days of service, from City at the Approved Organic Materials Processing Facility. The methodology must be approved by City Contract Manager in writing prior to Contractor conducting such a



study.

**C. Scheduling and Observation of Studies.** Contractor shall, no later than July 15<sup>th</sup> of each calendar year, provide City with a proposed methodology for each type of study and a schedule of studies for the upcoming Rate Year for review and approval by City. City shall be notified at least thirty (30) days in advance of each study and City, or City's designated third party, maintains the right to observe all aspects of the study. The studies shall be scheduled within City's normal business hours, and City Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by City.

**D. Recordkeeping and Reporting.** Contractor shall maintain records of each study conducted and report results directly to City within fourteen (14) days of completing the.

**E. General.** Pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, City is responsible for developing and implementing a Food Recovery program in the City. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the City.

## ARTICLE 5. STANDARD OF PERFORMANCE

### 5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees.

### 5.2 OPERATING HOURS AND SCHEDULES

**A. Hours of Collection.** To preserve peace and quiet, and minimize theft of Recyclable Materials and Organic Materials, the Company shall schedule no Collections from any Premises on any day earlier than 6:00 a.m. or later than 6:00 p.m. provided, however, that City may, at its sole discretion, change the Collection time as required by the needs of the Customers or Contractor.

**B. Changes in Collection Routes.** For Residential Collection services, Contractor shall perform Collection of Recyclable Materials and Organic Materials on the same day as the City's Solid Waste Collection. If City needs to revise any Residential Solid Waste Collection routes, City will notify Contractor and Contractor shall revise their Recyclable Materials and Organic Materials routes to match.

Prior to the Commencement Date of this Agreement, Contractor shall provide City with route maps for Commercial routes identifying at a minimum: the type of route (e.g., Recyclable Materials or Organic Materials). City shall either approve or deny proposed standard Commercial Collection routes. If City denies any standard Collection routes, Contractor may request a meet and confer with City Contract Manager to discuss potential options. City Contract Managers decision shall be final with respect to any routing changes that may impact the day of service of any Customer.

1019 C. **Holiday Collection.** Collection of Recyclable Materials and Organic Materials shall be made on all  
1020 holidays that fall on a day of service with no exception.

### 1021 5.3 COLLECTION STANDARDS

1022 A. **Servicing Containers.** Contractor shall Collect and return each Container to the location where  
1023 the Occupant placed the Container for Collection. Contractor shall place the Containers upright  
1024 with lids properly secured. For Customers other than Single-Family Residential Customers,  
1025 Contractor shall, without additional charge to the Customer, pull or push Containers up to twenty-  
1026 five (25) feet from the location where the Occupant placed the Container for Collection to the  
1027 Collection vehicle for service.

1028 Contractor, at the request of Customers, may provide special services including: (i) unlocking  
1029 Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers  
1030 distances greater than twenty-five (25) feet. Contractor may charge Customers for such extra  
1031 services at the Rates approved by City for such services.

1032 Contractor shall guarantee complete Curbside Recyclable Materials and Organic Materials  
1033 Collection service on each route on each day of Collection service. Liquidated Damages may be  
1034 assessed by City, against Contractor for failure to Collect Recyclable Materials and/or Organic  
1035 Materials which have been properly set out for Collection.

1036 If Contractor fails to Collect Recyclable Materials Containers or Organic Materials Containers from  
1037 Customers within twenty-four (24) hours of receiving notification of the missed pickups, City shall  
1038 have the right to Collect such Containers and Contractor shall reimburse City for the reasonable  
1039 costs incurred to Collect such Containers.

1040 C. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for  
1041 Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any  
1042 materials are spilled or leaked during Collection and Transportation, Contractor shall clean up all  
1043 spills or leaks before leaving the site of the spill. In the event that Contractor refuses to clean up  
1044 spills or leaks, City may withhold compensation in a reasonable amount that is required to cover  
1045 City's costs of cleaning up the spill or leak.

1046 Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is  
1047 necessary to do so because of mechanical failure, combustion of material in the truck, or  
1048 accidental damage to a vehicle.

1049 Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials  
1050 to the Approved Facility.

1051 Contractor shall conduct public outreach to Customers on best management practices for litter  
1052 abatement at no extra charge. Such best management practices include, without limitation:

- 1053 1. Closing Container lids and right sizing service: Contractor staff will tag overfull Containers  
1054 with Courtesy Pick-Up Notices, which will serve as outreach and education to the Customer.  
1055 Photos of the Container will be taken by drivers, attached to the Customer's account, and  
1056 will be available to outreach and Customer service staff in order to demonstrate to the  
1057 Customer where a problem exists.

1058 2. Driver training on litter reduction techniques and litter removal best management  
1059 practices.

1060 3. Affixing signage to the back of Contractor trucks which provides a phone number for  
1061 residents to report material spills.

1062 **D. No Commingling of Materials.** Contractor shall Collect materials generated in the City in  
1063 Collection vehicles separately from other materials generated outside the City service area, unless  
1064 otherwise approved by City Contract Manager. Contractor shall not commingle materials which  
1065 have been Source Separated with other materials types (for example, Source Separated  
1066 Recyclable Materials which have been properly placed for Collection shall not be combined with  
1067 Source Separated Organic Materials).

## 1068 **5.4 TRANSFER AND PROCESSING STANDARDS**

### 1069 **5.4.1 Equipment and Supplies**

1070 Contractor shall equip and operate the Approved Processing Facilities in a manner to fulfill Contractor's  
1071 obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability  
1072 of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved  
1073 Processing Facilities as needed to fulfill Services under this Agreement.

1074 Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts,  
1075 maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as  
1076 appropriate and necessary to operate the Approved Processing Facilities and provide all services required  
1077 by this Agreement. Contractor shall place the equipment in the charge of competent operators.  
1078 Contractor shall repair and maintain all equipment at its own cost and expense.

### 1079 **5.4.2 Scales and Weighing**

1080 Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the  
1081 Approved Processing Facilities.

1082 **A. Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with  
1083 Applicable Law. All scales shall be linked to a centralized computer recording system at the  
1084 Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor  
1085 shall provide back-up generator(s) capable of supplying power to the scales in the event of a power  
1086 outage. Contractor shall promptly arrange for use of substitute portable scales should its usual  
1087 scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall  
1088 as necessarily estimate the Tonnages of materials delivered to and Transported from the Approved  
1089 Processing Facilities, based on delivery vehicle and Transfer trailer volumes, tare weights, and/or  
1090 other available facility weight records. These estimates shall take the place of actual weights while  
1091 scales are inoperable and shall be identified as estimates in electronic records and reporting.

1092 **B. Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor  
1093 shall ensure that all vehicles used by Contractor to deliver Recyclable Materials and Organic  
1094 Materials to the Approved Processing Facilities are weighed to determine unloaded ("tare")  
1095 weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned,  
1096 and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City  
1097 with a report listing the vehicle tare weight information upon request. Contractor shall promptly

1098 weigh additional or replacement vehicles prior to placing them into service. Contractor shall check  
 1099 tare weights at least annually, or within fourteen (14) calendar days of a City request, and shall re-  
 1100 tare vehicles immediately after any major maintenance or service event.

1101 **C. Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law.

1102 **D. Records.** Contractor shall maintain computerized scale records and reports that provide  
 1103 information including date of receipt, inbound time, inbound and outbound weights of vehicles, and  
 1104 vehicle identification number. Contractor shall also maintain computerized scale records and  
 1105 reports providing historical vehicle tare weights for each vehicle and the date and location for each  
 1106 tare weight recorded.

1107

## 1108 **5.5 COLLECTION VEHICLE REQUIREMENTS**

1109 **A. Vehicle Requirements.** Contractor shall provide a fleet of Collection vehicles sufficient in number  
 1110 and capacity to efficiently perform the work required by the Agreement in strict accordance with  
 1111 its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection  
 1112 vehicle used to respond to scheduled and unscheduled maintenance, service requests, Complaints,  
 1113 and emergencies.

1114 1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or  
 1115 overflow. All such vehicles shall meet On-Road Heavy Duty Vehicle emissions requirements  
 1116 for model year 2020, regardless of the actual model year of Contractor's vehicles, and  
 1117 generally comply with all Federal, State, and local laws and regulations. Contractor's vehicles  
 1118 shall utilize Recycled motor oil to the extent practicable.

1119 2. Collection vehicles shall present a clean appearance while providing service under this  
 1120 Agreement.

1121 **B. Vehicle Display.** Contractor's name and local telephone number shall be displayed on all vehicles in  
 1122 at least four (4) inch characters. Vehicles shall be equipped with sign board holders or other  
 1123 hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches  
 1124 to be displayed on both sides of the vehicle. At City's request, Contractor shall allow City-related  
 1125 promotional ads to be placed on Collection vehicles operating in the City. Contractor shall be  
 1126 responsible for installing the logo or promotional advertisements.

1127 **C. Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is  
 1128 operating properly. Vehicles that are not operating properly shall be taken out of service until they  
 1129 are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles  
 1130 and equipment for which repairs are needed because of accident, breakdown or any other cause so  
 1131 as to maintain all equipment in a safe and operable condition. City Contract Manager may inspect  
 1132 vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine  
 1133 compliance with sanitation requirements.

1134 **D. Vehicle Operations.** All Collection operations shall be conducted as quietly as possible and shall  
 1135 conform to applicable Federal, State, County, and City noise level regulations, including the  
 1136 requirement that the noise level during the stationary compaction process not exceed sixty (60)

decibels with the exception of sixty-five (65) decibels for one (1) minute duration. All decibel readings shall be based on a distance of ten (10) feet from any part of the Vehicle. City may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when City Contract Manager believes it is reasonable to do so.

- E. Applicable Law.** All collection vehicles shall comply at all times with Applicable Law, including but not limited to California Air Resources Board ("CARB") Truck and Bus Regulation (13 CCR 2025) and advanced clean fleets regulation (13 CCR 1963-1963.5 and 2012-2012.2), including any modifications, administrative or legal determinations, and amendments thereto. The Parties acknowledge the requirements of the advanced clean fleets regulation adopted by the CARB in 2023 and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the CARB advanced clean fleets regulations. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer, and comply Applicable Law. Contractor is aware that the advanced clean fleets regulation is a current State Law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment to transition to a zero-emission fleet; all costs associated therewithin shall not burden the City disproportionately to other jurisdictions or agencies serviced by the Contractor or its affiliates, and if Contractor expands its fleet as a result of new, expanded, or extended service Contractors or an expansion into new market areas, the City shall benefit proportionately from that expansion of services and impacts on Contractor's fleet.

## 5.6 CONTAINER REQUIREMENTS

- A. Containers Provided to Customers.** On or before the Commencement Date, Contractor shall provide Customers receiving Bin service with refurbished or like-new Bins as requested by the Customer to meet its desired Service Level. On or before the Commencement Date, Contractor shall provide Commercial Customers receiving Cart service with refurbished or like-new Carts as requested by the Customer to meet its desired Service Level. Contractor shall provide Containers to new Customers requesting service initiation within three (3) Working Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be refurbished or like-new, and shall comply with the Container standards set forth in the Section. All Containers shall display the Contractor's name, telephone number described in Section 4.8.1, website, capacity (yards or gallons) and some identifying inventory or serial number. Contractor shall cooperate with the previous City Collection contractor to ensure that all existing Bins are replaced with Contractor-provided Containers within thirty (30) calendar days following the Commencement Date.

### B. Container Standards

1. All Carts shall be manufactured by injection or rotational molding methods. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable. Carts provided to Customer shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to City.



- 1179 2. Carts shall remain durable, and at a minimum, shall meet the following durability  
1180 requirements to satisfy its intended use and performance, for the Term of this Agreement:  
1181 maintain its original shape and appearance; be resistant to kicks and blows; require no routine  
1182 maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or  
1183 otherwise deteriorate over time in a manner that shall interfere with its intended use; resist  
1184 degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of  
1185 household pets (i.e., dogs and cats); the bottoms of Cart bodies must remain impervious to  
1186 any damage, that would interfere with the Cart's intended use after repeated contact with  
1187 gravel, concrete, asphalt, or any other rough and abrasive surface; all wheel and axle  
1188 assemblies are to provide continuous maneuverability and mobility as originally designed and  
1189 intended.
- 1190 3. Carts shall be resistant to common household or Residential products and chemicals; human  
1191 and animal urine and feces; and, airborne gases or particulate matter currently present in the  
1192 ambient air of the Service Area.
- 1193 4. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal  
1194 regulations for Bin safety and be covered with attached lids.
- 1195 5. Contractor shall obtain City's written approval of Container material, design, colors, labeling,  
1196 and other specifications before acquisition, painting, labeling, or distribution occurs.
- 1197 7. Container lids shall be designed such that the follow requirements are met:  
1198 a. Prevents the intrusion of rainwater and vectors;  
1199 b. Prevents the emissions on odors;  
1200 c. Enables the free and complete flow of material from the Container during the dump  
1201 cycle without interference with the material already deposited in the truck body or the  
1202 truck body itself and its lifting mechanism;  
1203 d. Permits users of the Cart to conveniently and easily open and shut the lid throughout  
1204 the serviceable life of the Cart;  
1205 e. Hinges to the Cart body in such a manner to enable the lid to be fully opened, free of  
1206 tension, to a position whereby it may rest against the backside of the Cart body;  
1207 f. Prevents damage to the Container body, the lid itself, or any component parts through  
1208 repeated opening and closing of the lid by Generators or in the dumping process as  
1209 intended;  
1210 g. Remains closed in winds up to twenty-five (25) miles per hour from any direction. All lid  
1211 hinges must remain fully functional and continually hold the lid in the original designed  
1212 and intended positions when either opened or closed or any position between the two  
1213 (2) extremes; and,  
1214 h. Designed and constructed such that it prevents physical injury to the user while opening  
1215 and closing the Cart.

1216 8. Containers shall be stable and self-balancing in the upright position, when either empty or  
 1217 loaded to its maximum design capacity with an evenly distributed load, and with the lid in  
 1218 either a closed or an open position. Containers shall be capable of maintaining upright  
 1219 position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from  
 1220 any direction.

1221 9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an  
 1222 evenly distributed load equal in weight to its maximum design capacity on a level, sloped or  
 1223 stepped surface.

1224 10. All such Containers shall be one hundred percent (100%) Recyclable at the end of their useful  
 1225 life.

1226 11. All Containers shall be designed and constructed to be watertight and prevent the leakage of  
 1227 liquids.

1228 **C. Container Colors.** Contractor shall provide all Customers with Collection Containers that comply  
 1229 with the Container color requirements specified in this Section 5.6, or as otherwise specified in  
 1230 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. Colors  
 1231 shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and  
 1232 the lids and bodies shall be uniform for each Container type, as follows:

1233 1. Recyclable Materials Container bodies and lids shall be blue.

1234 2. Organic Materials Container bodies and lids shall be green.

1235 Hardware such as hinges and wheels on the Containers may be a different color than specified  
 1236 above. All Containers shall comply with these color requirements..

1237 **D. Container Labeling.** All markings on the Containers shall be approved by the City in advance of  
 1238 ordering such Containers. On the lid of each Cart, and the body of each Bin and Drop Box,  
 1239 Contractor shall label the ultimate destination of such materials as follows: for Recyclable  
 1240 Materials (including Cardboard, mixed paper, metal, etc.); and, "COMPOST" for Organic Materials  
 1241 (including Food Waste, Yard Trimmings, wood waste, etc.). On the body of each Cart, Bin, and  
 1242 Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for  
 1243 Bins and Drop Boxes). Container body labeling shall be positioned on the side of each Container  
 1244 so it is visible to the Customer at all times.

1245 Carts shall have positional marking in the form of an arrow (at least three (3) inches by five (5)  
 1246 inches) hot stamped in white color on the Cart lid, indicating the direction of Cart placement; and,  
 1247 in character size of no less than three sixteenths (3/16) inches, the phrase: "PLACE CART WITH  
 1248 ARROW FACING STREET FOR COLLECTION."

1249 All new Carts shall include a high-quality educational information label using in-mold technology,  
 1250 such that all labeling shall be integral to the lid, though the use of injection molding, and shall not  
 1251 be affixed to any part of the Cart or lid using adhesives. Notwithstanding the provisions of this  
 1252 Section, or the requirements of SB 1383, the in-mold lid label shall, at a minimum, include for each  
 1253 Container: primary materials accepted; primary materials prohibited; a clear indication of  
 1254 Prohibited Container Contaminants for that Container type, acceptable materials; prohibited

1255 materials; notification forbidding Hazardous Waste and describing proper Disposal thereof;  
 1256 notification forbidding scavenging (through words and international symbols) and describing the  
 1257 penalties therefore under California law or City Resolution; information about the Collection  
 1258 program; and, the City's name and logo. Subject to City approval, Contractor shall display City's  
 1259 name, website, and Contractor's designated telephone number using labels, decals, or other  
 1260 approved method. Upon expiration or early termination of this Agreement, Contractor shall  
 1261 transfer access and rights of such phone number and website to the City.

1262 **E. Repair and Replacement of Containers; Inventory.** Contractor shall be responsible for repairing  
 1263 or replacing Contractor-provided Containers when Contractor determines the Container is no  
 1264 longer suitable for service, or when City or a Customer requests replacement of a Contractor-  
 1265 provided Container that does not properly function, leaks, is damaged, or is otherwise not fit for  
 1266 service. Contractor shall be responsible for acquiring and providing the replacement Containers.  
 1267 Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days  
 1268 of Customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle,  
 1269 hardware, and other component parts shall be readily repairable by Contractor personnel. All  
 1270 repairs must restore the Container to its full functionality to meet the design and performance  
 1271 requirements as set for herein.

1272 Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer  
 1273 requests for service, requests for change in Service Levels (size, type, or number of Containers)  
 1274 from current subscribers, and requests for replacement due to damage.

1275 Contractor shall provide to Commercial Customers at least one (1) free Cart replacement  
 1276 throughout the Term of this Agreement, upon Customer request. If a Customer requests more  
 1277 than one (1) Container replacement, Contractor shall make Containers available at the City-  
 1278 approved Rate for such services. In addition, Commercial Customers may also request one (1)  
 1279 Container size exchange per Rate Period at no charge. All such Containers shall be provided within  
 1280 three (3) Working Days of request.

1281 City will charge the Contractor for replacement of all lost City-provided Recyclable Materials and  
 1282 Organic Materials Carts. For Multi-Family Customers (centralized Collection) and Commercial  
 1283 Customers, Collection shall be provided in Contractor-provided 96-gallon Carts or 1-6 cubic yard  
 1284 Bins at a frequency agreed upon between the Customer and the Contractor

1285 **F. Maintenance, Cleaning, Painting.** All Commercial Containers shall be maintained in a safe,  
 1286 serviceable, and functional condition, and present a clean appearance. Contractor shall repair or  
 1287 replace all Commercial Containers damaged by Collection operations in accordance with  
 1288 standards specified in Section 5.6., unless damage is caused by Customer's gross negligence, in  
 1289 which case, the Customer will be billed for repair or replacement of Container at a City-approved  
 1290 Rate for such service. All Containers shall be maintained in a functional condition.

1291 Contractor shall provide Container cleaning services pursuant to Section 4.4.G.

1292 Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by  
 1293 Contractor or notice by City or a Customer if such graffiti includes any written or pictorial  
 1294 obscenities and otherwise within a one (1) week period.

1295 Upon request from City Contract Manager, Contractor shall provide City with a list of Containers

1296 and the date each Container was painted and maintained.

1297 **G. City Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement,  
1298 all Containers purchased and put into service at Customer Premises during the Term of the  
1299 Agreement shall become property of the City at no cost to the City if such Containers are fully  
1300 depreciated. All Containers, and Compactors purchased and put into service at Customer  
1301 Premises during the Term of the Agreement that have not been fully depreciated shall be available  
1302 to the City, at the City's option, at a cost reflecting the net book value.

1303 At its sole discretion, the City may elect not to exercise its rights with regards to this Section and,  
1304 in such case, the Containers, and Compactors shall remain the property of the Contractor upon  
1305 the date of this Agreement's expiration or earlier termination. In such case, Contractor shall be  
1306 responsible for outstanding depreciation and for removing all Containers, and Compactors in  
1307 service from the Premises within fourteen (14) Working Days of the expiration date or early  
1308 termination date of this Agreement or within a different timeframe mutually agreed to by the  
1309 Parties. Contractor shall arrange for reuse or Recycling of Containers, and Compactors removed  
1310 from the City.

## 1311 **5.7 PERSONNEL**

1312 **A. General.** Contractor shall furnish such qualified personnel as may be necessary to provide the  
1313 services required by this Agreement in a safe and efficient manner.

1314 Contractor shall use its best efforts to assure that all employees present a neat appearance and  
1315 conduct themselves in a courteous manner. Contractor shall not permit its employees to accept,  
1316 demand, or solicit, directly or indirectly, any additional compensation, or gratuity from Customers  
1317 or members of the public.

1318 **B. Hiring of Displaced Employees.** Contractor is aware of and shall comply with the requirements of  
1319 and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of  
1320 employment to any displaced employees resulting from a change in service provider, if any,  
1321 resulting from this Agreement or upon the expiration of this Agreement.

1322 The minimum staffing positions to be provided by Contractor to perform the services described  
1323 herein to the City are identified in Exhibit H. Failure to consistently maintain these staffing levels,  
1324 by position, during the Term of the Agreement shall be considered a material breach.

1325 **C. Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued  
1326 by the California Department of Motor Vehicles. Contractor shall use the Class II California  
1327 Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

1328 **D. Safety Training.** Contractor shall provide suitable operational and safety training for all employees  
1329 who operate Collection vehicles or equipment. Contractor shall train its employees involved in  
1330 Collection to identify, and not to Collect, Excluded Waste. Upon City Contract Manager's request,  
1331 Contractor shall provide a copy of its safety policy and safety training program, the name of its  
1332 safety officer, and the frequency of its trainings.

1333 **E. Designated Staff.**

1. Contractor's Government Liaison. Contractor shall designate at least one (1) qualified local employee as City's primary point of contact with Contractor who is principally responsible for administering the Agreement (submitting reports, attending recurring meetings, etc.) and whose time is fully dedicated to City. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

2. Contractor's Service Liaison. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor responsible for Collection operations and resolution of service requests and Complaints. The designated Service Liaison will devote at least fifty percent (50%) of their time in the City in the field checking on Collection operations, including responding to City requests, inquiries, and Complaints.

3. Diversion Coordinator. Contractor shall provide one (1) full-time Diversion Coordinator who is solely dedicated to City and shall not perform any work related to other jurisdictions, proposals, or business functions of Contractor. Contractor shall hire the Diversion Coordinator in advance of the Commencement Date and the Diversion Coordinator shall assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine Service Levels. The duties of the Diversion Coordinator will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantial as proposed by Contractor in Exhibit G, Contractor's Proposal and in Exhibit C, Public Education and Outreach Requirements. The Diversion Coordinator shall be a full-time, regular, professional position, compensated in accordance with the wages shown in Contractor's Proposal for such a position. Contractor acknowledges that the Diversion Coordinator role is not intended to be an internship, or entry-level role. City may also employ corresponding staff members who will work in partnership with Contractor's Diversion Coordinator, and the Contractor's Diversion Coordinator shall cooperate and share information openly with such City employee.

In the event that Contractor fails to provide the required number of full-time equivalent Diversion Coordinator for more than two (2) months, Contractor shall remit to City ten thousand dollars (\$10,000) per un-provided employee for every month (in excess of two months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit E. Contractor shall remit such payment within fifteen (15) Business Days of a written request by City. The intent of this payment is for the City to utilize the funds to separately procure equivalent public education services and ensure the contractually agreed upon levels of technical assistance and outreach to Customers.

**F. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement and as described in Exhibit G under Contractor's proposal. Contractor shall notify City of any changes in Contractor's staff described in Exhibit G to be assigned to perform the services required under this Agreement. City Contract Manager shall retain the right to request a reassignment of any designated staff members in Section 5.7.E who are assigned to perform services under this Agreement.



Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, City may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement, and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

## 5.8 EXCLUDED WASTE INSPECTION AND HANDLING

**A. Inspection Program and Training.** Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

**B. Response to Excluded Waste Identified During Collection.** If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, Contractor shall, before leaving the Premises, leave Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Fire Department.

**C. Response to Excluded Waste Identified At Processing or Disposal Facility.** Materials Collected by Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws and

1419 regulatory requirements. Contractor may at its sole expense attempt to identify and recover the  
1420 cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of  
1421 this effort, as well as the cost of Disposal shall be chargeable to the Generator.

## 1422 **5.9 CONTRACT MANAGEMENT**

1423 Consistent with Section 12.10, the City Contract Manager shall monitor and administer this Agreement.  
1424 Contractor shall designate an employee to serve as Contractor's Government Liaison(s), to be responsible  
1425 for working closely with the City Contract Manager in the monitoring and administration of this  
1426 Agreement. Contractor's Government Liaison shall not be involved in the management, operations,  
1427 administration, marketing, or other activities of Contractor other than under this Agreement and up to  
1428 one (1) other community's franchise agreement. Contractor shall be responsible for notifying the City  
1429 Contract Manager of such other community and any change in assignments.

1430 Contractor's Government Liaison shall meet and confer with City Contract Manager to resolve differences  
1431 of interpretation and implement and execute the requirements of this Agreement in an efficient, effective  
1432 manner that is consistent with the stated objectives of this Agreement.

1433 City Contract Manager and Contractor's Government Liaison shall hold contract management meetings  
1434 monthly or at such other frequency as designated by City Contract Manager. This meeting is intended to  
1435 review the status of Contractor's implementation of programs and services required under this  
1436 Agreement, coordinate shared efforts between the Parties, and such other agenda items as are deemed  
1437 appropriate by the Parties for such meetings.

1438 From time to time, City Contract Manager may designate other agents of City to work with Contractor on  
1439 specific matters. In such cases, those individuals should be considered designees of City Contract Manager  
1440 for those matters to which they have been engaged. Such designees shall be afforded all of the rights and  
1441 access granted thereto. In the event of a dispute between City Contract Manager's designee and  
1442 Contractor, City Contract Manager's determination shall be conclusive.

1443 In the event of dispute between City Contract Manager and Contractor regarding the interpretation of or  
1444 the performance of services under this Agreement, City Contract Manager's determination shall be  
1445 conclusive except where such determination results in a material impact to Contractor's revenue and/or  
1446 cost of operations. In the event of a dispute between City Contract Manager and the Contractor results in  
1447 such material impact to Contractor, the provisions of Section 10.9 shall apply. For the purposes of this  
1448 Section, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's annual  
1449 Gross Receipts under this Agreement.

1450 City Contract Manager or their designate shall have the right to observe and review Contractor operations  
1451 and Processing Facilities and enter Premises for the purposes of such observation and review, including  
1452 review of Contractor's records, during reasonable hours with reasonable notice. In no event shall  
1453 Contractor prevent access to such Premises for a period of more than three (3) calendar days after  
1454 receiving such a request.

## 1455 **5.10 RESERVED**

## 1456 **5.11 LOCAL PURCHASING PREFERENCE**

1457 Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and

supplies used in connection with this Agreement from local vendors within the City, County, or State (and in that order of preference). At a minimum, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any and all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

## 5.12 DIVERSION REQUIREMENTS

Contractor shall maintain at least fifty percent (75%) Diversion of Recyclable Materials and Organic Materials Collected in the City by Contractor. The Diversion percentage shall be calculated as total Tons Diverted divided by total Tons Collected. Total Tons Diverted does not include Processing Residue that is Disposed.

# ARTICLE 6. RECORD KEEPING AND REPORTING

## 6.1 RECORD KEEPING

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance with this Agreement and Applicable Law. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Upon request, any such records shall be retrieved in a timely manner, not to exceed five (5) Working Days of a request by City Contract Manager, and made available to City Contract Manager; including any record or documentation that City, in their sole discretion, may deem necessary, for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.

Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. City reserves the right to require the Contractor to maintain the records required herein using a City-selected web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City, as requested, under this Agreement.

At a mutually agreed upon time during normal business hours, but within five (5) Work Days of a written request, Contractor shall provide to City the Contractor's data and records with respect to the matters covered by this Agreement and Applicable Law. Contractor shall permit City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make copies of all data relating to all matters covered by this Agreement and the Applicable Law. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following City's receipt of final payment under this Agreement unless City agrees in writing to an earlier

1499 disposition. Contractor agrees that all data regarding business operations, Customer lists, routing,  
 1500 Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and  
 1501 work force and bargaining agreements, do not constitute Proprietary Information or Trade Secrets and  
 1502 shall be made available to City Contract Manager or their designee upon request and within the timelines  
 1503 required by this Section 6.1. City is subject to the California Public Records Act (Government Code section  
 1504 6250, *et. seq.*) and nothing in this Agreement is intended to impair City's requirements or obligations  
 1505 under that Act.

1506 City views its ability to defend itself against Comprehensive Environmental Response, Compensation and  
 1507 Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards  
 1508 its ability to prove where Collected Recyclable Materials and Organic Materials are taken for Transfer,  
 1509 Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials,  
 1510 Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision  
 1511 shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these  
 1512 records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement.  
 1513 Contractor shall provide these records to City (upon request or at the end of the record retention period)  
 1514 in an organized and indexed manner rather than destroying or Disposing of them.

## 1515 **6.2 REPORT SUBMITTAL REQUIREMENTS**

1516 Contractor shall submit daily, monthly, quarterly, and annual reports as scheduled in Exhibit D, with all  
 1517 data and information described in Exhibit D, unless otherwise specified under this Agreement.

1518 Contractor may propose report formats that are responsive to the objectives and audiences for each  
 1519 report. The format of each report shall be approved by City Contract Manager, in their sole discretion.  
 1520 City Contract Manager may, from time to time during the Term, review, and request changes to  
 1521 Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

1522 Contractor shall submit all reports to City Contract Manager electronically using file formats and software  
 1523 acceptable to the City. City reserves the right to require the Contractor to maintain records and submit  
 1524 the reports required herein through use of a City-selected web-based software platform, at the  
 1525 Contractor's expense.

1526 City reserves the right to require Contractor to provide additional reports or documents as City Contract  
 1527 Manager reasonably determines to be required for the administration of this Agreement or compliance  
 1528 with Applicable Law.

## 1529 **6.3 PERFORMANCE REVIEW AND AUDIT**

1530 City may request, and Contractor shall cooperate with a request for, a performance review once every  
 1531 three (3) years during the Term of this Agreement, to verify that Contractor has fulfilled its operational  
 1532 obligations under this Agreement. Notwithstanding the foregoing, Contractor shall cooperate with  
 1533 performance reviews more frequently than once every three (3) years if a deficiency of performance or  
 1534 contractual obligation is identified; this exemption applies only to performance or contractual obligations  
 1535 that are identified as deficient or non-compliant. The purpose of such review and audit shall be, without  
 1536 limitation, to review Complaints, billings, and fee payments to City, and to determine if Contractor has  
 1537 met the performance standards described in this Agreement (including, without limitation, direct services  
 1538 provided to Customers as described in Exhibit B, public education and outreach required in Exhibit C,  
 1539 recordkeeping and reporting as required in Exhibit D, and performance standards established in Exhibit

1540 F).

1541 City may choose to enlist professional service providers to perform such review and audit, and Contractor  
 1542 shall be required to pay City's actual costs for such services up to ninety thousand dollars (\$90,000) per  
 1543 review (such amount shall be adjusted annually by the annual percentage change in CPI-U, calculated in  
 1544 accordance with Exhibit E). Contractor may not influence or control City's selection of professional service  
 1545 providers nor the specific review items covered by the review. Contractor shall cooperate with City and  
 1546 its agents during the review and audit process. If any noncompliance with the Agreement is found, City  
 1547 may direct Contractor to correct the inadequacies in accordance with Article 10 of this Agreement.

1548 At City's sole option, with at least thirty (30) calendar days written notification to Contractor, it may  
 1549 conduct a public hearing at which Contractor shall be present and shall participate, to review Contractor's  
 1550 performance, quality of service, and evaluation of technological and regulatory changes. The reports  
 1551 required by Exhibit D to this Agreement regarding Customer Complaints may be utilized as a basis for  
 1552 review as well as any findings from performance review and/or audits. Performance and service quality  
 1553 review hearings may be scheduled by City at its discretion throughout the Term of the Agreement.

1554 In addition to the other requirements of this Agreement, the Parties shall be subject to the examination  
 1555 and audit of the State Auditor for a period of three (3) years after final payment under the Agreement,  
 1556 per Government Code section 8546.7.

## ARTICLE 7. CITY FEES

### 7.1 REVENUE SHARING

1560 Contractor agrees to share revenue generated through marketing Recyclable Materials and Organic  
 1561 Materials Collected under this Agreement as described below: For Rate Year 1, Contractor shall provide a  
 1562 rebate to City in the amount of \$17.01 per Ton on Single-Family Recyclable Materials Collected under this  
 1563 Agreement. Contractor shall also provide a rebate to City in the amount of \$17.01 per Ton on all Multi-  
 1564 Family and Commercial Recyclable Materials Collected as part of this Agreement. During the process of  
 1565 establishing Rates for Rate Period 2 and each successive Rate Period thereafter, the rebates to City noted  
 1566 above shall be adjusted, up or down, to reflect eighteen percent (18%) of the monthly average for the  
 1567 most recent March through February average values for Low Side of the Official Board Market (OBM) Los  
 1568 Angeles Index for "Mixed Paper-MP" as published by Recyclingmarkets.net.

### 7.2 AB939/SB 1383 FEE

1570 The Contractor shall pay an AB 939/SB 1383 fee to City each month. The amount of the AB 939/SB 1383  
 1571 fee shall be 5% of gross receipts of commercial accounts and shall be paid in monthly installments. City  
 1572 shall use the AB 939/SB 1383 fee to refund expenses including but not limited to, staffing costs related to  
 1573 City programs, pilot studies, education and outreach campaigns, technical assistance to Customers,  
 1574 reporting, compliance, capacity planning, provision of special containers, or other activities involved in  
 1575 compliance with AB 939 and/or SB 1383.

### 7.3 PAYMENT SCHEDULE AND LATE FEES

1577 Within twenty (20) calendar days of the end of each calendar quarter, during the Term of this Agreement,



Contractor shall remit to City all reimbursements as described in this Article. Such reimbursements shall be remitted to City and sent or delivered to City Contract Manager. If such remittance is not paid to City on or before the twentieth (20<sup>th</sup>) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. Delinquent reimbursements may be withheld from City's compensation to Contractor.

Each quarterly remittance to City shall be accompanied by a statement listing the amount of the revenue share and calculation of the reimbursement.

City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of fees. Contractor shall cooperate with City Contract Manager in any such audit. Should City or its agent perform this review identify billing errors or other errors in payment of reimbursements valued at one percent (1%) or more of Gross Receipts for the period reviewed, Contractor shall, in addition to compensating City for lost fees, reimburse City's actual cost of the review.

## ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING

### 8.1 GENERAL

Contractor's compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Transfer and Processing Fees, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

City shall compensate Contractor monthly in arrears for the Collection of Single-Family and Multi-Family Recyclable Materials and Organic Materials as specified herein in an amount based on the then-current number of monthly active units (as per City's Utility System Report, which shall be provided each month by City's Finance Department) multiplied by the Rate per unit then in effect (e.g., 27,000 Single-Family units x \$3.40 = \$91,800), where a "unit" is equivalent to each Cart being used to provide individualized Collection service or each Dwelling Unit of a Multi-Family complex receiving shared Collection service.

Contractor shall bill Commercial Customers directly for Recyclable Materials and Organic Materials Collection services. Contractor shall charge Commercial Customers Rates that shall not exceed sixty percent (60%) or other Rate as proposed by selected proposer of the Rate charged by City for similar Solid Waste Collection service. Contractor shall provide to City annually, or as prices are changed, a list of the current Commercial Recyclable Materials and Organic Materials Collection Rates charged by Contractor. Contractor shall have the right to retain all receipts generated through such Commercial billing activities, subject to Section 7.1.

### 8.2 RATES AND ANNUAL ADJUSTMENTS

**A. General.** The City Contract Manager shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor proposes the need for a

1616 Rate that does not appear on the City-approved Rate schedule in Exhibit G3, Contractor shall  
1617 immediately notify City Contract Manager and request establishment of such Rate. Approval of  
1618 Rates described in this Section 8.2 may be made by the City Contract Manager.

1619 **B. Rates for Rate Period One.** Rates for Rate Period One, which are presented in Exhibit G3, were  
1620 proposed by Contractor and agreed to by City and were approved along with the Agreement. The  
1621 Rates for Rate Period One shall be effective from August 1, 2025 through July 31, 2026. Rates shall  
1622 be adjusted for any City approved change in Disposal Cost that are effective August 1, 2025 in  
1623 accordance with this Section 8.2.

1624 **C. Rates for Subsequent Rate Periods.** Rates for subsequent Rate Periods shall be adjusted annually  
1625 in accordance with this Section 8.2.

1626 For Rate Periods Two through Ten, Contractor's per-unit compensation shall be calculated by  
1627 multiplying the prior year's per-unit compensation by one (1) plus the change in the average  
1628 "Consumer Price Index" (U.S. City Average, All Urban Consumers; 1982-84 = 100, West Region –  
1629 Size Class B/C)" (or some other mutually agreed-upon index if phased-out) for the twelve months  
1630 ended the March prior to the Rate change over the average index for the twelve months ended  
1631 the prior March, or four percent (4%) whichever is less. Per-unit compensation shall be rounded  
1632 to the nearest cent.

$$\begin{array}{l} \text{Adjusted "Residential Recyclable} \\ \text{Materials with Individual} \\ \text{Service" Monthly Rate (RRMIS)} \end{array} = \begin{array}{l} \text{Prior Year's RRMIS Monthly Rate} \times (1 + (((\text{Average CPI} \\ \text{April through March of the Current Year} - \text{Average CPI} \\ \text{April through March of the Previous Year}) / \text{Average CPI} \\ \text{March to March of the Previous Year})) - \text{Capped at 4\%} \end{array}$$

1633 For example,

1634 Prior Year's RRMIS Monthly Rate = \$3.40

1635 Current Year's Average April-to-March CPI = 180.2

1636 Prior Year's Average April-to-March CPI = 172.8

1637 Adjusted RRMIS Monthly Rate =  $\$3.40 \times (1 + ((180.2 - 172.8) / 172.8)) = \$3.55$

1638 **D. Rate Structure.** City may, at any time during the Term of this Agreement and in its sole discretion,  
1639 change the relationship of individual Rates in comparison with other Rates. Any such changes  
1640 would occur in conjunction with the annual Rate adjustment process described in this Section or  
1641 in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in  
1642 accordance with Section 8.3. Changes to the Rates charged under the new structure shall be  
1643 calculated in such a way that the revised Rate structure generates at least the same amount of  
1644 total revenue when the current number of accounts at each Service Level are multiplied by the  
1645 Rates charged for each Service Level and the total for all Service Levels are summed; provided, if  
1646 after a 24 month period from the Effective Date of the new Rate structure Contractor can show a  
1647 revenue loss has occurred that interferes with Contractor achieving its allowable profit as  
1648 identified in Exhibit G, Contractor's Proposal, Contractor shall be entitled to a prospective

extraordinary Rate adjustment to compensate Contractor for such revenue loss.

**E. Compensation.** City shall compensate Contractor monthly in arrears for the Collection of Recyclable Materials and Organic Materials from Residential Customers as specified herein.

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per Cart per month for Residential Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Recyclable Materials services paid to Contractor is \$RATE per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart Collection, City pays Contractor  $\$1.80 \times 12 = \$21.60$  per month).

The current compensation rate for Organic Materials services paid to Contractor is \$RATE *per Cart per month* for Residential Customers receiving individual Cart Collection services (i.e., one Cart per Dwelling Unit).

The current compensation rate for Organic Materials services paid to Contractor is \$RATE per Dwelling Unit per month for Multi-Family Customers receiving centralized Bin or Cart Collection services (i.e., in the event that a twelve-unit apartment complex has centralized Bin or Cart Collection, City pays Contractor  $\$1.80 \times 12 = \$21.60$  per month).

### 8.3 EXTRAORDINARY RATE ADJUSTMENTS

A special Rate adjustment may be considered and approved by City no more than once every three (3) years, in its sole discretion, when it can be established that there is good cause based on a significant change in circumstances. Such adjustment shall be prospective in nature and no claim of reimbursement for costs shall be made for any period prior to the date of the request. Significantly changed circumstances may include City-directed changes in service, new governmental fees, charges or taxes, a Change in Law, permits or regulations or in the interpretation thereof, or other significant changes in costs not within the control of Contractor. If Contractor desires to seek a special Rate change for compensation effective the following August 1, Contractor shall submit to City Contract Manager a request for special Rate adjustment by January 1 of the same year. The request for special Rate adjustment shall include a thorough written explanation of the significantly changed circumstances, as well as an explanation of why these circumstances constitute good cause for making such an application and the amount of the Rate adjustment requested by Contractor, together with such other data and supporting documentation as may be required by City Contract Manager.

If Contractor requests a special Rate adjustment, Contractor shall provide a statement of operations at the time the request for a special Rate adjustment has been submitted to City Contract Manager. The statement of operations shall include the specific revenues and expenses related to the operations provided for in this Agreement. Contractor shall also make available for review, by City or its agent, the supporting documentation (i.e., general ledger, allocation methodology, etc.) used to compile the statement of operations. The statement of operations and supporting documentation shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP). If City, or its agent, determines the statement of operations and supporting documentation is not sufficient to determine the reasonableness of the requested special Rate adjustment, the City shall have the right to request a financial audit of the Contractor's operations in accordance with Generally Accepted Auditing Standards (GAAS) by a certified

public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. If City requests an audit, the City shall reimburse the Company fifty percent (50%) of the reasonable costs of the audit.

City Contract Manager shall determine within forty-five (45) days of receipt of all reasonable requested documents and information whether to recommend to the City Council an adjustment in Rates. If the City Contract Manager recommends an adjustment in Rates, the proposed Rate adjustments will be scheduled before the City Council within ninety (90) days after City Contract Manager's determination. The City Council shall consider Contractor's request and such other materials and information reasonably requested by the City Contract Manager or City Council from Contractor to assess the merits of Contractor's application. The City Council, in its sole and reasonable discretion, may adjust Contractor's Rates to compensate Contractor for its reasonable net costs resulting from a significant change in circumstances.

Contractor shall not be entitled to a special Rate adjustment more than once every three years and such adjustment shall not exceed six percent (6%).

If City Contract Manager determines that good cause does not exist, Contractor shall have ten (10) days in which to file an appeal of the determination with the City Council. That appeal shall be placed on the City Council's agenda as soon as practicable.

The City Council's decision regarding City Contract Manager's recommendation or following an appeal shall be conclusive.

## ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

### 9.1 INDEMNIFICATION

**A. General.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any Subcontractor, or agent of Contractor, under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section 9.1 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights as defined herein and permitted under Applicable Law.

**B. Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

1729 If Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its  
 1730 activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory  
 1731 and/or remedial action reasonably required for the remediation of such environmental  
 1732 contamination. Prior to undertaking any investigatory or remedial action, however, Contractor  
 1733 shall first obtain City's approval of any proposed investigatory or remedial action. Should  
 1734 Contractor fail at any time to promptly take such action, City may undertake such action at  
 1735 Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses  
 1736 within thirty (30) calendar days of being billed for those expenses, and any amount not paid within  
 1737 that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the  
 1738 delinquent fee payment provision of Section 7.2. These obligations are in addition to any defense  
 1739 and indemnity obligations that Contractor may have under this Agreement.

1740 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any  
 1741 claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but  
 1742 not limited to, claims arising under Comprehensive Environmental Response, Compensation and  
 1743 Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful  
 1744 misconduct.

1745 **C. Environmental Indemnity.** Contractor shall defend with counsel acceptable to City, indemnify,  
 1746 and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and  
 1747 liability for damages of every name, kind and description, including attorneys' fees and costs  
 1748 incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded  
 1749 Waste.

1750 **D. Electronic and Web based Information Indemnity.** Contractor shall defend with counsel  
 1751 acceptable to City, indemnify, and hold City harmless against and from any and all -related claims,  
 1752 including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory  
 1753 fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and  
 1754 description, including attorneys' fees and costs incurred, attributable to the negligence or willful  
 1755 misconduct of Contractor and any Subcontractors used in performance of this Agreement in  
 1756 handling or protecting Customer information over which Contractor has control, including but not  
 1757 limited to billing details, electronic payment(s), and Customer account information that is not  
 1758 readily available to the general public. Contractor shall maintain electronic files and Contractor's  
 1759 website in accordance with the industry best practices for maintaining such information as safely  
 1760 and securely as possible. Nothing in this Section 9.1(D) shall prevent or restrict Contractor's  
 1761 obligation and responsibility to provide City with information required under this Agreement.

1762 **E. Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify  
 1763 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of Applicable  
 1764 Law, including but not limited to AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the  
 1765 Contractor with respect to the Contractor's obligations under this Agreement, and such failure is:  
 1766 (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to  
 1767 Contractor delays in providing information that prevents Contractor or City from submitting  
 1768 reports to regulators in a timely manner. This indemnity is subject to the provisions of Public  
 1769 Resources Code § 40059.1.

1770 **F. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing  
 1771 service under this Agreement shall not: (i) qualify for any compensation and benefit under



CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled to any other CalPERS-related benefit that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this Section 9.1. This Section 9.1 applies to Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the California Public Employees Retirement System ("CalPERS") to be eligible for enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Contractor's Compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of (1) Contractor, (2) any employee of Contractor, or (3) any employee of Contractor construed to be an employee of City, for work performed under this Agreement.

## 9.2 INSURANCE

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

**B. Coverages and Requirements.** During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. Failure to maintain the identified insurance requirements during the entire Term of this Agreement shall constitute an event of default subject to Section 10.1(C). The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

**Comprehensive General Liability** – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**Automobile Liability** – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

**Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident

1811 for bodily injury or disease.

1812 **Employee Blanket Fidelity Bond** – \$500,000 per employee loss covering dishonesty,  
1813 forgery, alteration, theft, disappearance, and destruction (inside or outside).

1814 **Pollution Liability** – \$10,000,000 per loss and annual aggregate applicable to bodily injury;  
1815 property damage, including loss of use of damaged property or of property that has not  
1816 been physically damaged or destroyed; clean-up costs, including first-party cleanup of the  
1817 City’s property and third-party cleanup, and bodily injury costs if pollutants impact other  
1818 properties; and defense, including costs, fees and expenses incurred in the investigation,  
1819 defense, or resolution of claims. Coverage shall include completed operations and shall  
1820 apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors  
1821 or omissions arising out of, or in connection with, Contractor’s scope of work under this  
1822 Agreement. Coverage shall also apply to non-owned deposit sites (“NODS”) that shall  
1823 protect against, for example, claims regarding bodily injury, property damage, and/or  
1824 cleanup costs involving NODS. Coverage is preferred by City to be occurrence based.  
1825 However, if provided on a claims-made basis, Contractor warrants that any retroactive  
1826 date applicable to coverage under the policy precedes the Effective Date of this  
1827 Agreement, and that continuous coverage shall be maintained, or an extended discovery  
1828 period will be exercised through completion or termination of this Agreement for a  
1829 minimum of five (5) years. This provision does not limit or alter any rights or remedies to  
1830 City allowable under this Agreement and/or Applicable Law in perpetuity.

1831 **Technology Professional Liability Errors and Omissions Insurance (Cyber Liability)**  
1832 appropriate to the Contractor’s profession and industry practice, with limits not less than  
1833 \$2,000,000 per occurrence. Coverage for cyber risks shall be sufficiently broad to respond  
1834 to the duties and obligations as are undertaken by Contractor under this Agreement and  
1835 shall include, but not be limited to claims involving infringement of intellectual property,  
1836 including but not limited to infringement of copyright, trademark, trade dress, invasion  
1837 of privacy violations, information theft, damage to or destruction of electronic  
1838 information, release of private information, alteration of electronic information,  
1839 extortion, and network security. The policy shall provide coverage for breach response  
1840 notification and remediation costs, regulatory fines and penalties, credit monitoring  
1841 expenses, electronic funds transfer losses, electronic data restoration expenses, and  
1842 business interruption costs with limits sufficient to respond to these obligations, in the  
1843 sole discretion of the City’s Risk Manager.

1844 2. Additional Insured. City, its officers, agents, employees, and volunteers shall be named as  
1845 additional insured on all but the workers’ compensation and professional liability  
1846 coverages.

1847 3. Said policies shall remain in force through the life of this Agreement and, with the  
1848 exception of professional liability coverage, shall be payable on a “per occurrence” basis  
1849 unless City’s Risk Manager specifically consents in writing to a “claims made” basis. For all  
1850 “claims made” coverage, if Contractor changes insurance carriers Contractor shall  
1851 purchase “tail” coverage or otherwise provide for continuous coverage covering the Term  
1852 of this Agreement and not less than three (3) years thereafter, except for the five (5) year  
1853 tail of Pollution Liability Coverage as described above. Proof of such “tail” or other

1854 continuous coverage shall be required at any time that the Contractor changes to a new  
1855 carrier prior to receipt of any payments due.

1856 4. Contractor shall declare all aggregate limits on the coverage before commencing  
1857 performance of this Agreement, and City's Risk Manager reserves the right to require  
1858 higher aggregate limits to ensure that the coverage limits required for this Agreement as  
1859 set forth above are available throughout the performance of this Agreement.

1860 5. The deductibles or self-insured retentions are for the account of Contractor and shall be  
1861 the sole responsibility of Contractor.

1862 6. Each insurance policy shall provide or be endorsed to state that coverage shall not be  
1863 suspended, voided, canceled by either Party, reduced in coverage or in limits except after  
1864 thirty (30) calendar days prior written notice by certified mail, return receipt requested,  
1865 has been given to City Contract Manager ten (10) Business Days for delinquent insurance  
1866 premium payments).

1867 7. Insurance must be placed with insurers with a current A.M. Best's rating of no less than  
1868 A-VII, or with a surplus line carrier appearing on the List of Approved Surplus Line Insurers,  
1869 ("LASLI") with a Best's Key Rating Guide of at least A: X. Insurers, and corresponding  
1870 policies required by this Section, must also comply with all other aspects of City Council  
1871 Policy # 70.

1872 8. The policies shall cover all activities of Contractor, its officers, employees, agents and  
1873 volunteers arising out of or in connection with this Agreement.

1874 9. For any claims relating to this Agreement, Contractor's insurance coverage shall be  
1875 primary, including as respects City, its officers, agents, employees, and volunteers. Any  
1876 insurance maintained by City shall apply in excess of, and not contribute with, insurance  
1877 provided by Contractor's liability insurance policy.

1878 10. Contractor shall waive all rights of subrogation against City, its officers, employees,  
1879 agents, and volunteers.

1880 **C. Endorsements.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish  
1881 City Contract Manager with certificates or original endorsements reflecting coverage required by  
1882 this Agreement. The certificates or endorsements are to be signed by a Person authorized by that  
1883 insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and  
1884 are subject to the approval of, City Risk Manager before work commences.

1885 **D. Renewals.** During the Term of this Agreement, Contractor shall furnish City Contract Manager  
1886 with certificates or original endorsements reflecting renewals, changes in insurance companies,  
1887 and any other documents reflecting the maintenance of the required coverage throughout the  
1888 entire Term of this Agreement. The certificates or endorsements are to be signed by a Person  
1889 authorized by that insurer to bind coverage on its behalf.

1890 **E. No Cap on Indemnity.** The minimum amounts of coverage described in this Section 9.2 will not  
1891 constitute any limitations or cap on Contractor's indemnification obligations under this  
1892 Agreement.

- F. Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

### 9.3 PERFORMANCE BOND

Within seven (7) calendar days of City's notification to Contractor that City has executed this Agreement, Contractor shall file a bond with City, payable to City, securing Contractor's performance of its obligations under this Agreement. If deemed necessary by City, such bond will be renewed annually so that the performance of bond is maintained at all times during the Term. The principal sum of the bond shall be Five Hundred Thousand Dollars \$500,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to City. The bond shall be in the form approved by City's Risk Manager.

## ARTICLE 10. DEFAULT AND REMEDIES

### 10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
- B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation, insurance coverage required by Section 9.2, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** Contractor violates any orders or filings issued by a regulatory body having authority over the Contractor concerning this Agreement, and City reasonably determines that the violation is material. If Contractor contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or default of this Agreement shall be deemed to have occurred.
- E. Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement, which violation City reasonably determines is material.
- F. Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.
- G. Failure to Report.** Contractor fails to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- H. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied

1929 within the time set in the written notice of the violation. Additionally, an event of default occurs  
 1930 if Contractor cannot reasonably correct or remedy the breach within the time set forth in a notice  
 1931 of violation, or if Contractor fails to commence to correct or remedy such violation within the time  
 1932 set forth in such notice and diligently effect such correction or remedy thereafter.

1933 **I. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by  
 1934 Contractor in connection with or as an inducement to entering into this Agreement, or any future  
 1935 amendment to this Agreement, which proves to be false or misleading in any material respect as  
 1936 of the time such representation or disclosure is made, whether or not any such representation or  
 1937 disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-  
 1938 provided report contains a misstatement, misrepresentation, data manipulation, or an omission  
 1939 of fact or content explicitly defined by the Agreement, excepting non-numerical typographical  
 1940 and grammatical errors.

1941 **J. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's  
 1942 operating equipment, including without limits its equipment, maintenance or office facilities,  
 1943 Approved Facility(ies), or any part thereof.

1944 **K. Suspension or Termination of Service.** There is any termination or suspension of the transaction  
 1945 of business by Contractor related to this Agreement, including without limit, due to labor unrest  
 1946 including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action  
 1947 lasting more than two (2) calendar days.

1948 **L. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal  
 1949 activity related directly or indirectly to performance of this Agreement or any other agreement  
 1950 held with City.

1951 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the  
 1952 expressed written approval of City, unless the assignment is permitted without City approval  
 1953 pursuant to Section 12.6.

1954 **N. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a  
 1955 proposal for new services or changes to services or fails to implement a change in service as  
 1956 requested by the City as specified in Section 3.5.

1957 **O. Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's  
 1958 Implementation Plan as specified in Exhibit G.

1959 **P. Failure to Implement Collection Program.** Contractor fails to implement a Collection program  
 1960 that complies with the requirements of Article 4 and Exhibit B, which is essential for City to achieve  
 1961 compliance with SB 1383.

1962 **Q. Failure to Provide Processing Capacity.** Contractor fails to provide adequate Processing capacity  
 1963 in accordance with Articles 4 and 5, which is essential for City to achieve compliance with SB 1383.

1964 **R. Failure to Achieve Processing Standards.** Contractor fails to achieve the Processing standards  
 1965 specified in Articles 4 and 5 including achievement of minimum Organic Waste recovery rates,  
 1966 which are essential for City to achieve SB 1383 compliance.



1967 **S. Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other  
 1968 requirements of the Agreement including, but not limited to, public education, reporting,  
 1969 contamination monitoring, recordkeeping and reporting, or other obligations of this Agreement  
 1970 that delegate City's responsibility and/or authority under SB 1383 to the Contractor.

1971 **T. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under  
 1972 this Agreement, which City reasonably determines is material.

1973 City shall provide Contractor written notice of default within seven (7) calendar days of City's first  
 1974 knowledge of the Contractor's default.

## 1975 **10.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF** 1976 **DEFAULT**

1977 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to  
 1978 cure any default which, in City Contract Manager's sole opinion, creates a potential public health and  
 1979 safety threat.

1980 Contractor shall be given ten (10) Business Days from written notification by City Contract Manager to  
 1981 cure any default arising under subsections C, E, F, I, J, and K in Section 10.1. However, City shall not be  
 1982 obligated to provide Contractor with a notice and cure opportunity if Contractor has committed the same  
 1983 or similar breach/default within a twenty-four (24) month period.

1984 Contractor shall be given thirty (30) calendar days from written notification by City Contract Manager to  
 1985 cure any other default (which is not required to be cured within ten (10) Business Days). Furthermore, if  
 1986 Contractor cannot reasonably cure a default within the applicable period described in this section, except  
 1987 for defaults that create a potential health and safety threat, and Contractor promptly commences the  
 1988 cure or remedy within the initial cure period and thereafter diligently pursues the cure or remedy to  
 1989 completion, Contractor shall not be in default of this Agreement. However, City shall not be obligated to  
 1990 provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar  
 1991 breach/default within a twenty-four (24) month period.

## 1992 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

1993 Upon Contractor's default, City has the following remedies in the event of Contractor default:

1994 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement  
 1995 to cure a default event if City determines that such waiver would be in the best interest of the  
 1996 City. City's waiver of an event of default is not a waiver of future events of default that may have  
 1997 the same or similar conditions.

1998 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its  
 1999 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such  
 2000 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2001 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific  
 2002 performance standards pursuant to Section 10.6 and Exhibit F.

2003 **D. Termination.** The City Contract Manager may, in their sole discretion, set a public hearing for the

2004 City Council to determine whether to terminate this Agreement. Subject to Contractor's right to  
 2005 cure as described in Section 10.2, such termination hearing must be set if a default remains  
 2006 uncured thirty (30) calendar days after receipt of written notice of default from the City. Such  
 2007 termination hearing must also be set if a Contractor's default is not cured within ten (10) calendar  
 2008 days and the default:

- 2009 1. Creates a potential public health and safety threat; or
- 2010 2. Arises under Section 10.1.C, E, F, I, J, or K.

2011 If City terminates this Agreement based on the adopted findings of the termination hearing, City  
 2012 Contract Manager shall first provide written notice to Contractor twenty (20) calendar days before  
 2013 the date of termination. Contractor shall thereafter be relieved on a going-forward basis of all  
 2014 liabilities and obligations required by this Agreement, except for Section 9.1 and any other  
 2015 provisions specifically identified to survive termination of this Agreement. Upon expiration of the  
 2016 twenty (20) day notice, City may, in its sole discretion:

- 2017 1. Directly undertake performance of the services; or
- 2018 2. Arrange with other Persons to perform the services with or without a written  
2019 agreement; or
- 2020 3. Permit Contractor to continue operating under this Agreement including  
2021 Contractor's Compensation until such time that City is able to find substitute  
2022 services.

2023 This right of termination is in addition to any other rights upon a failure of Contractor to perform  
 2024 its obligations under this Agreement.

2025 Contractor shall not be entitled to any further revenues from Collection operations authorized  
 2026 hereunder from and after the date of termination.

2027 **E. Other Available Remedies.** City's election of one (1) or more remedies described herein shall not  
 2028 limit City from any and all other remedies at law and in equity including injunctive relief, etc.

#### 2029 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

2030 In the event of termination for an event of default, Contractor shall furnish City Contract Manager with  
 2031 immediate access to all of its business records, including without limitation, Proprietary Contractor  
 2032 computer systems, related to its Customers, Collection routes, and billing of accounts for Collection  
 2033 services.

#### 2034 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

2035 City's rights to terminate the Agreement under Section 10.2 and to take possession of Contractor's records  
 2036 under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the imposition of  
 2037 Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition  
 2038 to any and all other legal and equitable rights and remedies which City may have.

2039 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the  
 2040 lead time required to effect alternative service; and, the rights granted by City to Contractor, the remedy  
 2041 of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief

2042 (including but not limited to specific performance).

## 2043 **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2044 **A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical,  
 2045 if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City  
 2046 as a result of a breach by Contractor of its obligations under this Agreement. The factors relating  
 2047 to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i)  
 2048 substantial damage results to members of the public who are denied services or denied quality or  
 2049 reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of  
 2050 the benefits of the Agreement to individual members of the general public for whose benefit this  
 2051 Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of  
 2052 measurement in precise monetary terms; (iii) that exclusive services might be available at  
 2053 substantially lower costs than alternative services and the monetary loss resulting from denial of  
 2054 services or denial of quality or reliable services is impossible to calculate in precise monetary  
 2055 terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at  
 2056 best, a means of future correction and not remedies which make the public whole for past  
 2057 breaches.

2058 **B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties  
 2059 further acknowledge that consistent, reliable Collection services are of utmost importance to City  
 2060 and that City has considered and relied on Contractor's representations regarding its quality-of-  
 2061 service commitment in awarding the Agreement to it. The Parties recognize that some quantified  
 2062 standards of performance are necessary and appropriate to ensure consistent and reliable service  
 2063 and performance. The Parties further recognize that if Contractor fails to achieve the performance  
 2064 standards or fails to submit required documents in a timely manner, City and its residents and  
 2065 businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to  
 2066 ascertain and determine the exact amount of damages which City will suffer. Therefore, without  
 2067 prejudice to City's right to treat such non-performance as an event of default under this Section,  
 2068 the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement  
 2069 and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of  
 2070 such damages considering all of the circumstances existing on the Effective Date of this  
 2071 Agreement, including the relationship of the sums to the range of harm to City that reasonably  
 2072 could be anticipated and the anticipation that proof of actual damages would be costly or  
 2073 impractical.

2074 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in  
 2075 the Performance Standards and Liquidated Damages, Exhibit F.

2076 Before assessing Liquidated Damages, City Contract Manager shall give Contractor notice of City's  
 2077 intention to do so. The notice will include a brief description of the incident(s) and non-  
 2078 performance. City Contract Manager may review (and make copies at City's own expense) all  
 2079 information in the possession of Contractor relating to incident(s) and/or non-performance. City  
 2080 Contract Manager may, within ten (10) Business Days after issuing the notice, request a meeting  
 2081 with Contractor. City Contract Manager may present evidence of non-performance in writing and  
 2082 through testimony of City's employees and others relevant to the incident(s) and  
 2083 nonperformance. City Contract Manager will provide Contractor with a written explanation of

their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6.

**C. Amount.** City Contract Manager may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F subject to annual adjustment described below.

**D. Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City Contract Manager within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, City Contract Manager may proceed against the performance bond required by the Agreement, order the termination (subject to the provisions of Section 10.2) of the rights granted by this Agreement, or all of the above.

## 10.7 EXCUSE FROM PERFORMANCE

The Parties understand and agree herein that the services provided under this Agreement are critical to the protection of public health and safety and that Contractor is expected to perform these services despite the occurrence of events that may otherwise give rise to Force Majeure conditions. The Parties herein agree that the obligations for excuse from performance under this Agreement should and do have a higher standard than the general law understanding of Force Majeure. In particular, a Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any domestic government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. However, performance shall only be excused if the Party requesting relief from performance can specifically demonstrate that the performance of a specific obligation is impossible and shall only be excused from those requirements which are demonstrated to be impossible. All other performance obligations that remain possible, shall be required to continue.

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or its selected facilities is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such event.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

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

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of five (5) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 10.4 shall apply.

## 2124 **10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

2125 The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those  
2126 members of the public residing or doing business within City who will be adversely affected by interrupted  
2127 waste management service, that there be no material interruption in services provided under this  
2128 Agreement.

2129 Contractor has agreed to guaranty Contractor's performance of this Agreement. The Guaranty is being  
2130 provided concurrently with Contractor's execution of this Agreement and shall run for the Term of the  
2131 Agreement and any options.

2132 If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out,  
2133 picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to  
2134 regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order  
2135 entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes  
2136 in good faith that Contractor's ability to perform under the Agreement has thereby been placed in  
2137 substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand  
2138 from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form  
2139 and substance as City believes in good faith is reasonably necessary in the circumstances to evidence  
2140 continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory  
2141 assurances of timely and proper performance in the form and by the date required by City, such failure or  
2142 refusal shall be an event of default for purposes of Section 10.1.

2143 Contractor agrees that if it fails to begin Collection services on or before August 1, 2025, and said failure  
2144 to begin Collection service on time is not due to any default by City or is not excused under Section 10.7,  
2145 then Contractor shall pay City (or City may deduct from Contractor's payments) damages of \$2,000.00 per  
2146 calendar day until the service is started or this Agreement is terminated for default.10.9 City's Right to  
2147 Perform Service

2148 In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, or Process  
2149 any or all Recyclable Materials and/or Organic Materials which it is required by this Agreement to Collect  
2150 at the time and in the manner provided in this Agreement, for a period of more than five (5) consecutive  
2151 Working Days, and if, as a result thereof, Recyclable Materials and/or Organic Materials should  
2152 accumulate in the City to such an extent, in such a manner, or for such a time that City Manager should  
2153 find that such accumulation endangers or menaces the public health, safety or welfare, then City shall  
2154 have the right, but not the obligation, upon one (1) Working Day's, prior written notice to Contractor  
2155 during the period of such emergency as determined by City Manager, (1) to perform, or cause to be  
2156 performed, such services itself with its own, the Contractor's, or other personnel without liability to  
2157 Contractor; and/or (2) to take possession of any or all of Contractor's land, equipment and other property  
2158 used by Contractor under this Agreement in the Collection and Processing of Recyclable Materials and  
2159 Organic Materials, and to use such property to Collect and Process any Recyclable Materials and/or  
2160 Organic Materials generated within the City which Contractor would otherwise be obligated to Collect  
2161 and Process pursuant to this Agreement.

2162 Notice of Contractor's failure, refusal or neglect to Collect and Process Recyclable Materials and/or  
2163 Organic Materials may be given orally by telephone to Contractor at its principal office and shall be  
2164 effective immediately. Written confirmation of such oral notification shall be sent to Contractor within  
2165 one (1) Working Day of the oral notification.



2166 Contractor further agrees that in such event:

2167 A. It will take direction from City to affect the transfer of possession of property to City for City's use.

2168 B. It will, if City so requests, keep in good repair and condition all of such property, provide all motor  
2169 vehicles with fuel, oil and other service, and provide such other service as may be necessary to  
2170 maintain said property in operational condition.

2171 C. City may immediately engage all or any personnel necessary or useful for the Collection and  
2172 Processing of Recyclable Materials and Organic Materials, including, if City so desires, employees  
2173 previously or then employed by Contractor, Contractor's further agrees, if City so requests, to  
2174 furnish City the services of any or all management or office personnel employed by Contractor  
2175 whose services are necessary or useful for Recyclable Materials and Organic Materials Collection  
2176 and Processing operations and for the billing and Collection of fees for these services.

2177 City agrees that it assumes complete responsibility for the proper and normal use of such equipment and  
2178 facilities while in its possession.

2179 If the interruption or discontinuance in service is caused by any of the reasons listed in Section 10.7 (i.e.,  
2180 Contractor's failure to perform is excused), City shall pay to Contractor the reasonable rental value less  
2181 the cost of maintenance and repair of the equipment and facilities, possession of which is taken by City,  
2182 for the period of City's possession, if any, which extends beyond the period of time for which Contractor  
2183 has rendered bills in advance of service, for the class of service involved.

2184 Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this  
2185 Article 10; (1) does not constitute a taking of private property for which compensation must be paid; (2)  
2186 will not create any liability on the part of City to Contractor; and (3) does not exempt Contractor from the  
2187 indemnity provisions of Article 9, which are meant to extend to circumstances arising under this Section,  
2188 provided that Contractor is not required to indemnify City against claims and damages arising from the  
2189 sole negligence of City, its officers, employees and agents in the operation of Collection vehicles during  
2190 the time City has taken possession of such vehicles.

2191 In the event of dispute between the City Contract Manager and the Contractor regarding the  
2192 interpretation of or the performance of services under this Agreement which results in a material impact  
2193 to the Contractor's revenue and/or cost of operations, the provisions of this Section 10.9 shall apply.

2194 A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this  
2195 Agreement which results in a material impact to the Contractor's revenue and/or cost of  
2196 operations, the City and Contractor agree that they promptly will meet and confer to attempt to  
2197 resolve the matter between themselves.

2198 B. **Mediation.** If disputes which arise under this Agreement cannot be resolved satisfactorily  
2199 between the Parties in accordance with Section 10.9, the City and Contractor agree that such  
2200 disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon  
2201 independent third party.

2202 C. **Period of Time.** Insofar as allowed by Applicable Law, the period otherwise applicable for filing  
2203 claims against the City under Applicable Law shall be tolled during the period of time for which  
2204 meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and

2205 10.9.B.

2206 **D. Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s)  
2207 pursuant to Sections 10.9.A, 10.9.B, and 10.9.C have failed and any necessary claim(s) have been  
2208 denied.

## ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2212 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this  
2213 Article.

### 2214 **11.1 CONTRACTOR'S CORPORATE STATUS**

2215 Contractor is a corporation duly organized, validly existing and in good standing under the laws of the  
2216 State. It is qualified to transact business in the State and has the power to own its properties and to carry  
2217 on its business as now owned and operated and as required by this Agreement.

### 2218 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2219 Contractor has the authority to enter this Agreement and perform its obligations under this Agreement.  
2220 The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by  
2221 law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.  
2222 The Person signing this Agreement on behalf of Contractor represents and warrants that they have  
2223 authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

### 2224 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2225 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery  
2226 of this Agreement or the performance by either Party of their obligations hereunder does not conflict  
2227 with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment,  
2228 order, or decree of any court, administrative agency or other governmental authority, or any agreement  
2229 or instrument to which Contractor or City is a party or by which Contractor or any of its properties or  
2230 assets are bound, or constitutes a default hereunder.

### 2231 **11.4 NO LITIGATION**

2232 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,  
2233 proceeding or investigation, at law or in equity, before or by any court or governmental authority,  
2234 commission, board, agency or instrumentality decided, pending or threatened against either Party  
2235 wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- 2236 A. Materially adversely affect the performance by Party of its obligations hereunder;
- 2237 B. Adversely affect the validity or enforceability of this Agreement; or,
- 2238 C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity

2239 guaranteeing Contractor's performance under this Agreement.

## 2240 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2241 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial  
2242 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

## 2243 **11.6 NO LEGAL PROHIBITION**

2244 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect  
2245 on the date that Party signed this Agreement that would prohibit the performance of either their  
2246 obligations under this Agreement and the transactions contemplated hereby.

## 2247 **11.7 CONTRACTOR'S ABILITY TO PERFORM**

2248 Contractor possesses the business, professional, and technical expertise to perform all services,  
2249 obligations, and duties as described in and required by this Agreement including all Exhibits thereto.  
2250 Contractor possesses the ability to secure equipment, facility, and employee resources required to  
2251 perform its obligations under this Agreement.

# 2252 **ARTICLE 12.**

## 2253 **OTHER AGREEMENTS OF THE PARTIES**

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### 2254 **12.1 RELATIONSHIP OF PARTIES**

2255 The Parties intend that Contractor shall perform the services required by this Agreement as an  
2256 independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner  
2257 or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed  
2258 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and  
2259 means of performing services under this Agreement, except as expressly provided herein. Contractor shall  
2260 be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents.  
2261 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to  
2262 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City  
2263 employees by virtue of their employment with City.

### 2264 **12.2 COMPLIANCE WITH LAW**

2265 Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the  
2266 United States, the State, County, and City and with all applicable regulations promulgated by Federal,  
2267 State, regional or local administrative and regulatory agencies, now in force and as they may be enacted,  
2268 issued or amended during the Term.

### 2269 **12.3 GOVERNING LAW**

2270 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the  
2271 State.

## 12.4 JURISDICTION

Any lawsuits, at law or in equity, between the Parties arising out of this Agreement shall be filed in a court of competent jurisdiction in the County. With respect to venue, the Parties agree that this Agreement is made in and will be performed in the County. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

## 12.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

## 12.6 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten percent (10%) or more of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Notwithstanding any of the foregoing, Contractor may assign this Agreement without City's consent to another wholly owned subsidiary of [Contractor name], provided that the transferee subsidiary receives substantially all the assets, management, and personnel of Contractor and such assignment is not part of a planned merger with or conveyance to a party that is not a wholly owned subsidiary of [Contractor name].

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials and Organic Materials management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii)

2313 Contractor's financial resources on a local, regional, and/or corporate level to maintain the required  
 2314 equipment and to support its indemnity obligations to City under this Agreement. City has relied on each  
 2315 of these factors, among others, in choosing Contractor to perform the services to be rendered by  
 2316 Contractor under this Agreement.

2317 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve  
 2318 such request in its sole discretion at a regularly scheduled meeting of the City Council. No request by  
 2319 Contractor for consent to an assignment need be considered by City unless and until Contractor has met  
 2320 requirements A – E below. The City may, in its sole discretion, waive one (1) or more of the following  
 2321 requirements:

2322 A. On the date the Contractor submits a written request for City's written consent of an assignment,  
 2323 Contractor shall pay the City a Transfer fee in the amount of one percent (1%) of the Gross  
 2324 Receipts for the most-recently completed Rate Period.

2325 B. Contractor shall pay City its actual expenses for attorneys', consultants', accountants' fees, staff  
 2326 time, and investigation costs necessary to investigate the suitability of any proposed assignee,  
 2327 and to review and finalize any document required as a condition for approving any such  
 2328 assignment. Such payment shall be required regardless of the ultimate determination of the City  
 2329 regarding the approval or denial of the assignment. Upon submittal of Contractor's request for  
 2330 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars  
 2331 (\$100,000) for this purpose.

2332 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's  
 2333 operations for the immediately preceding three (3) operating years.

2334 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten  
 2335 (10) years of Recyclable Materials and Organic Materials management experience on a scale equal  
 2336 to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that  
 2337 in the last five (5) years, the proposed assignee has not suffered any citations or other censure  
 2338 from any Federal, State or local contractor having jurisdiction over its waste management  
 2339 operations due to any significant failure to comply with State, Federal or local waste management  
 2340 laws and that the assignee has provided City with a complete list of such citations and censures;  
 2341 (iii) that the proposed assignee has at all times conducted its operations in an environmentally  
 2342 safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and  
 2343 management practices in accordance with sound waste management practices in full compliance  
 2344 with all Federal, State, and local laws regulating the Collection, Transportation, Processing and  
 2345 Disposal of Recyclable Materials and Organic Materials; and, (v) that any other information  
 2346 required by City demonstrates that the proposed assignee can fulfill the terms of this Agreement  
 2347 in a timely, safe and effective manner.

2348 E. Contractor shall provide the City with any and all additional records or documentation which, in  
 2349 the City Contract Manager's sole determination, would facilitate City's review of the proposed  
 2350 assignment.

2351 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at  
 2352 any time during the period of consideration. If, in City Contract Manager's sole determination, there is  
 2353 any doubt regarding the compliance of the Contractor with the Agreement, City Contract Manager may  
 2354 require an audit of the Contractor's compliance and the costs of such audit shall be paid by Contractor in



2355 advance of the performance of said audit.

## 2356 **12.7 NO THIRD-PARTY BENEFICIARIES**

2357 This Agreement is not intended to, and will not be construed to, create any right on the part of any third  
2358 party to bring an action to enforce any of its terms.

## 2359 **12.8 WAIVER**

2360 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be  
2361 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of  
2362 violation of the same or any other provision. The subsequent acceptance by either Party of any monies  
2363 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach  
2364 or violation by the other Party of any provision of this Agreement.

## 2365 **12.9 NOTICE PROCEDURES**

2366 All notices, demands, requests, proposals, approvals, consents, and other communications, which this  
2367 Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally  
2368 delivered to a representative of the Parties at the address below or deposited in the United States mail,  
2369 first class postage prepaid, addressed as follows:

2370 If to City:

2371 City of Clovis  
2372 Attn: Public Utilities Director  
2373 155 N Sunnyside Ave.  
2374 Clovis Ca 93611City, State Zip Code  
2375

2376 City of Clovis  
2377 Attn: City Manager  
2378 1033 Fifth St. Street Address  
2379 Clovis ca 93612City, State Zip Code  
2380

2381 City of Clovis  
2382 Attn:  
2383 Street Address  
2384 City, State Zip Code  
2385

2386 With a copy to:

2387 City of Clovis  
2388 Attn:  
2389 Street Address  
2390 City, State Zip Code  
2391

2392 If to Contractor:

2393 [Contractor's Point of Contact]  
2394 [Contractor Name]

2395 [Street Address]  
 2396 [City, State Zip code]  
 2397 [Telephone number]  
 2398

2399 With a copy to:

2400 [Contractor's General Counsel's Office]  
 2401 [Contractor's Attorney]  
 2402 [Street Address]  
 2403 [City, State Zip code]  
 2404

2405 The address to which communications may be delivered may be changed from time to time by a notice  
 2406 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered  
 2407 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to  
 2408 provide email notification to the other Party that notice has been deposited in the mail, however such  
 2409 email notification shall not constitute official notice.

## 2410 **12.10 REPRESENTATIVES OF THE PARTIES**

2411 References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken  
 2412 by City except as otherwise provided in this Section 12.10. Each reference to an act performed by, or  
 2413 obligation of "City Contract Manager" in this Agreement is itself a delegation of authority from the City.  
 2414 City may delegate, in writing, further authority to the City Contract Manager and/or to other City officials  
 2415 and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate  
 2416 officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the  
 2417 authority properly delegated to them.

2418 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as  
 2419 the representative of the Contractor in all matters related to the Agreement and shall inform City in  
 2420 writing of such designation and of any limitations upon their authority to bind the Contractor. City may  
 2421 rely upon action taken by such designated representative as actions of the Contractor unless they are  
 2422 outside the scope of the authority delegated to them by the Contractor as communicated to City.

## 2423 **ARTICLE 13.** 2424 **MISCELLANEOUS AGREEMENTS**

### 2425 **13.1 ENTIRE AGREEMENT**

2426 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof  
 2427 and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party  
 2428 has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be  
 2429 construed against any Party on the basis of drafting. This Agreement may be amended only by an  
 2430 agreement in writing, signed by each of the Parties hereto.

### 2431 **13.2 SECTION HEADINGS**

2432 The article headings and section headings in this Agreement are for convenience of reference only and  
 2433 are not intended to be used in the construction of this Agreement nor to alter or affect any of its

2434 provisions.

### 2435 **13.3 REFERENCES TO LAWS**

2436 All references in this Agreement to laws and regulations shall be understood to include such laws as they  
2437 may be subsequently amended or recodified, unless otherwise specifically provided herein.

### 2438 **13.4 AMENDMENTS**

2439 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

### 2440 **13.5 SEVERABILITY**

2441 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,  
2442 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this  
2443 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained  
2444 herein.

### 2445 **13.6 COUNTERPARTS**

2446 This Agreement may be executed in counterparts, each of which shall be considered an original.

### 2447 **13.7 EXHIBITS**

2448 Each of the Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and  
2449 made a part hereof by this reference. Except as described in Article 8 related to Exhibit G, in the event of  
2450 a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement  
2451 shall control. In the event of a conflict between Exhibit G1 or G6, and any other Exhibit(s), such other  
2452 Exhibit(s) shall control.

2453 IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in City of Clovis, California on the  
 2454 day and year first above written.

**City of Clovis**  
 A Municipal Corporation "CITY"

\_\_\_\_\_  
 [Mayor's Name]  
 Mayor

\_\_\_\_\_  
 [City Manager's Name] Date  
 City Manager

**The Foregoing Agreement Has been  
 Reviewed and Approval Is Recommended:**

\_\_\_\_\_  
 [Public Utilities Director]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 [City Attorney's name] Date  
 City Attorney

**ATTEST:**

\_\_\_\_\_  
 [City Clerk's Name] Date  
 City Clerk

"CONTRACTOR"

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name of Signatory

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name of Signatory

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 \_ City \_ Business License #

\_\_\_\_\_  
 Resolution Number XXXX-XXX

\_\_\_\_\_  
 Approved by City Council

2455

# EXHIBITS

## EXHIBIT A: DEFINITIONS

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## EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

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

**“AB 939”** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

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

**“Agreement”** means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

**“Applicable Law”** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

**“Approved Facility(ies)”** means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; and/or Designated Transfer Facility.

**“Approved Processing Facility(ies)”** means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Transfer Facility.

**“Approved Organic Materials Processing Facility”** {Note to proposers: to be updated based on selected facilities} means [Facility Name] at [Complete Address] which is owned and operated by\_\_\_\_\_.

**“Approved Recyclable Materials Processing Facility”** {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by\_\_\_\_\_.

**“Approved Transfer Facility”** {Note to proposers: to be updated based on selected facilities} means the [Facility Name] at [Facility Address], which is owned and operated by\_\_\_\_\_.

## EXHIBIT A DEFINITIONS

**“Bin”** means a Container with capacity of approximately one (1) to six (6)) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front or rear end-loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.

**“Business Days”** mean days during which the City offices are open to do business with the public.

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

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

**“Cardboard”** means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

**“Cart”** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

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

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

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**“City Council”** means the duly elected representative council, or its successor municipal governing body, of the City.

**“City Contract Manager”** means City delegate who is responsible for the administrative management of this Agreement, or their designee.

## EXHIBIT A DEFINITIONS

**“City Manager”** means the City Manager or designee with the authority to carry out the City’s responsibilities under this Agreement.

**“Collect” or “Collection”** (or any variation thereof) means the act of taking possession of Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

**“Commencement Date”** means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

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

**“Commercial Edible Food Generator”** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

**“Community Composting”** means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

**“Compostable Plastics” or “Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for Compostability.

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to six (6) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.

**“Complaint”** shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; (2) a violation by Contractor of this Agreement; or, (3) an SB 1383 Non-Compliance Complaint.

**“Composting” or “Compost”** (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

## EXHIBIT A DEFINITIONS

**“Construction and Demolition Debris (C&D)”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. C&D includes rocks, soils, tree remains, and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**“Container(s)”** mean Bins, Carts, Compactors, and Drop Boxes.

**“Contractor”** means \_\_\_\_\_ organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and Subcontractors.

**“Contractor’s Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

**“Contractor’s Government Liaison”** means the individual authorized by Contractor as described by Section 5.7.E.

**“Contractor’s Proposal”** means the proposal submitted to City by Contractor on \_[Insert Date when submittal date is finalized] for provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

**“Contractor’s Service Liaison”** means the individual authorized by Contractor as described by Section 5.7.E.

**“County”** means the County of Fresno, a political subdivision of the State of California.

**“Courtesy Pick-Up Notice”** means the Contractor’s notice to Customer(s) as described in Section 4.11.1.C and 4.12.C.

**“Curb” or “Curbside”** (or any variation thereof) means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property’s entrance.

**“Customer”** means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

**“Customer Account Information Database”** means the Customer Account Information Database as identified in Section 4.7 that shall be developed, maintained, and monitored in accordance with the requirements of this Agreement.

## EXHIBIT A DEFINITIONS

**“Customer Type”** means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, and City.

**“Discarded Materials”** means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

**“Divert” or “Diversion”** (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

**“Diversion Coordinator”** means the individual authorized by Contractor as described by Section 5.7.E.

**“Disposal” or “Dispose”** (or any variation thereof) means the final disposition of Discarded Materials, or Processing Residue at a Disposal Facility.

**“Disposal Facility”** means a landfill, or other facility for ultimate Disposal of Solid Waste.

**“Drop Box”** means an open-top Container with a capacity of seven (7) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Dwelling Unit”** means any individual living unit in a; Single-Family dwelling (SFD) or Multi-Family dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

**“Edible Food”** means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** means the date on which the latter of the two Parties signs this Agreement.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant



## EXHIBIT A DEFINITIONS

risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil and Filters, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

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

**“Extended Producer Responsibility Program” or “EPR Program”** means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer’s, distributor’s, or retailer’s administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product’s life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization or Stewardship Organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the program.

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

**“Flow Control”** means City right to direct Discarded Materials to a facility of the City’s choosing.

**“Food Recovery”** means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

**“Food Recovery Organization”** means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

## EXHIBIT A DEFINITIONS

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

**“Food Recovery Service”** means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

**“Food Scraps”** means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

**“Food-Soiled Paper”** means Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

**“Food Waste”** (Note to Proposers: Definition to be updated based on acceptance of Compostable Plastics) means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Organic Materials.

**“Full Regulatory Compliance”** means compliance with all applicable permits for any facility utilized by Contractor, such that the Contractor will at all time maintain the ability to fully comply with its obligations under this Agreement.

**“Generator”** means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.

**“Gross Receipts”** shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

**“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law

## EXHIBIT A DEFINITIONS

currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

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

**“Household Hazardous Waste” or “HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil and Filters, , batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets. Household Hazardous Waste is a subset of Hazardous Waste.

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

**“Liquidated Damages”** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

**“Missed Collection Rebate”** means the rebate payment to be provided by Contractor to a Customer in accordance with Section 5.13 for failure to Collect materials from a Customer Premises.

**“Mulch”** means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
  - A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a jurisdiction's annual Organic Waste product procurement target;

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A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,

A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

**“Multi-Family” or “MFD”** means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who receive individual service and are billed separately shall not be considered Multi-Family. Hotels and motels are not considered Multi-Family.

**“Non-Collection Notice”** means the notice as described in Section 4.11.1.D.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Materials”** means Yard Trimmings and Food Waste, individually or collectively. No Discarded Materials shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Solid Waste. Organic Materials are a subset of Organic Waste.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

**“Overage”** means (i) Recyclable Materials or Organic Materials exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Recyclable Materials or Organic Materials placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

**“Owner”** means the Person responsible for payment for Solid Waste services to the City at the Premises to which Recyclable Materials and Organic Materials Collection service is to be provided under this Agreement.

**“Party” or “Parties”** refers to the City and Contractor, individually or together.

**“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal person.

**“Premises”** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

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**“Processing” or “Process”** means to prepare, treat, Recycle, or convert through some special method.

**“Processing Facility”** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**“Prohibited Container Contaminants”** means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City’s Collection program; and, (iii) Excluded Waste placed in any Container.

**“Proprietary Information” or “Proprietary”** means that information provided by Contractor to the City which is protected from disclosure by the California Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the City in any report described in this Agreement. Contractor’s Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the City may protect such information from disclosure consistent with the provisions of the Public Records Act.

**“Public Street”** means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

**“Public Utilities Director”** means the Public Utilities Director or designee with the authority to carry out the City’s responsibilities under this Agreement.

**“Rate”** means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor or City may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period Zero and Rate Period One are presented in Exhibit G. The Rates approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

**“Rate Period”** means a twelve (12) month period, commencing August 1 and concluding July 31.

**“Recyclable Materials”** means those Discarded Materials that: the Generators set out in Recyclable materials Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, gable-top beverage containers, cereal, and other similar food boxes yet



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excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (7)), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; film plastic (when clean, dry, and contained inside of a plastic bag); dry cell household batteries when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.

**“Recycle” or “Recycling”** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

**“Related-Party Entity”** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interests or common management shall be deemed to be affiliated with Contractor and included within the term “Related-Party Entity” as used herein. A Related-Party Entity shall include a business in which Contractor Owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Related-Party Entities shall be limited to those businesses which are directly or indirectly involved in the provision of service under this Agreement.

**“Residential”** shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.

**“Residue”** means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

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**“Reusable Materials”** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

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

**“SB 1383”** means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a State-wide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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

**“Self-Hauler” or “Self-Haul”** means a Person who hauls Discarded Materials, recovered material, or any other material, that such Person generates at their own Premises, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste from Premises they own and operate, as defined in 14 CCR Section 18982(a)(66)(A).

**“Service Level”** refers to the size of a Customer’s Container and the frequency of Collection service.

**“Service Opportunity”** shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer’s location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor’s most recent Quarterly Report to City.

**“Service Type”** refers separately to the following types of Recyclable Materials and Organic Materials Collection services for each of the following Customer Types: Single-Family Dwelling Unit, Multi-Family Dwelling Unit, Commercial, and City Facilities.

**“Sharps Waste”** means waste generated by a household that includes a hypodermic needle, syringe, or lancet as defined in State Health and Safety Code (H & S Code) Sections 40190.5 and 117671.

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**“Single-Family” or “SFD”** means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.

**“Solid Waste”** means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

**“Source Separated”** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

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

**“Stewardship Organization”** means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, the County, or the Authority, to manage, coordinate, fund, or otherwise oversee one or more Extended Producer Responsibility Programs, and that is selected by the Authority. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated or approved by the Executive Director, at their sole discretion.

**“Subcontractor”** means a Party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to Contractor shall not be considered Subcontractors.

**“Term”** means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

**“Tier One Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

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- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

**“Tier Two Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
- B. Hotel with an on-site food facility and two hundred (200) or more rooms.
- C. Health facility with an on-site food facility and one hundred (100) or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.
- G. A local education agency with an on-site food facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

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

**“Total Service Opportunities”** shall mean the sum of all Service Opportunities in a given time period.

**“Townhouse”** means an attached or semi-attached Single-Family Premises within a group of attached or semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through a central account (e.g., homeowner association, property manager), wherein each unit maintains individual Collection service subscription, as determined in writing by the City Contract Manager.

**“Trade Secrets”** means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying Collected materials from one location to another.

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**“Universal Waste” or “U-Waste”** means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the CCR. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

**“Used Motor Oil and Filters”** means used oil fluids for vehicles including motor oil, brake, transmission and hydraulic fluids, crankcase and differential oils, lubricating oils for vehicles, and oil filters from automobiles and light trucks.

**“Used Oil Recovery Kit”** means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof, watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) six (6) mil plastic Disposable resealable bag with double track seal of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the City intended to educate Customers about the Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Motor Oil and Filter, and used cooking oil from Single-Family and Townhouse residents.

**“Working Days”** means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

**“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.



## **EXHIBIT B: DIRECT SERVICES**

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The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g. back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

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## **EXHIBIT B1: RESIDENTIAL SERVICE**

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## EXHIBIT B1 RESIDENTIAL SERVICES

### 1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in City-provided Containers one (1) time per week from Residential Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

<b>Containers:</b>	Carts,
<b>Container Sizes:</b>	96-gallon Carts, (or comparable sizes approved by the City). 96-Gallon Carts shall be the default Container provided.
<b>Service Frequency:</b>	Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Organic Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection.  Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).
<b>Service Location:</b>	Curbside or other Customer-selected service location at a Multi-Family Premises
<b>Acceptable Materials:</b>	Recyclable Materials
<b>Prohibited Materials:</b>	Solid Waste, Organic Materials, Excluded Waste
<b>Additional Service:</b>	Residential Customers receiving individual Collection service per Dwelling Unit shall receive one (1) Recyclable Materials Cart standard and may request additional Recyclable Materials Carts at an additional charge. Residential Customers receiving shared/centralized Collection service shall receive services as requested by property managers or Owners.
<b>Other Requirements:</b>	Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

### 2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in City-provided Carts one (1) time per week from Residential Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	48- or 96-gallon Carts, (or comparable size approved by the City). Upon Customer request.  Standard Organic Materials Container size is 96-gallon for Customers receiving individual Collection per Dwelling Unit. 48-gallon service may be made available

## EXHIBIT B1

### RESIDENTIAL SERVICES

	for Customers with space constraints in Planned Unit Developments Homeowners Associations, Condos, and Townhouses, upon Customer request.
<b>Service Frequency:</b>	Residential Customers receiving individual Collection service per Dwelling Unit: One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection services, as coordinated with municipal Solid Waste Collection.  Residential Customers receiving shared/centralized Collection service: Up to six (6) times per week but not less than one (1) time per week (as requested by Multi-Family Customers).
<b>Service Location:</b>	Curbside or other Customer-selected service location at a Multi-Family Premises
<b>Acceptable Materials:</b>	Organic Materials (including Yard Trimmings and Food Waste)
<b>Prohibited Materials:</b>	Recyclable Materials, Solid Waste, Excluded Waste

### 3. Used Motor Oil and Filter Collection

Contractor shall Collect Used Motor Oil and Filters placed in Curbside from all Residential Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement.

<b>Containers:</b>	Used Oil Recovery Kit
<b>Container Sizes:</b>	2.5-gallon filter bags; and, 2.5-gallon oil jugs
<b>Service Frequency:</b>	Up to one (1) time per week on the same day as Recyclable Materials Collection service.
<b>Service Location:</b>	Curbside (adjacent to Recyclable Materials Cart)
<b>Acceptable Materials:</b>	Used Motor Oil and Filters,
<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Not applicable
<b>Other Requirements:</b>	Contractor shall provide a Used Oil Recovery Kit to a Customer within three (3) Working Days of Customer request, at no additional cost to Customer. Upon Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclable Materials Cart.  Contractor shall Recycle the Used Motor Oil and Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil and Filter Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall Dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.  Contractor shall notify the City Contract Manager of any contamination which renders the Used Motor Oil and Filter unacceptable for Recycling or which requires Disposal as a Hazardous Waste.  Contractor shall keep all Used Motor Oil and Filters Collected pursuant to this Agreement segregated from other materials.  Contractor may refuse to Collect Used Motor Oil and Filter if it is not contained in an approved Used Oil Recovery Kit, provided that Contractor leaves a Non-



## **EXHIBIT B1**

### **RESIDENTIAL SERVICES**

Collection Notice which explains the reason for Non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused Used Motor Oil and Filter set-out. Contractor may refuse to Collect a Used Motor Oil Recovery Kit which contains liquid other than Used Motor Oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for Non-Collection.

#### **4. Holiday Tree Collection**

Annually, commencing December 26 and for fourteen (14) Working Days, the Contractor shall Collect holiday trees from all Residential Customers. Customers are required to place the holiday trees Curbside on the Customer's regularly scheduled Collection day. Holiday trees must be removed from stands and be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Contractor shall affix a Non-Collection Notice to any non-Collected holiday tree informing the Customer of the reason(s) for Non-Collection. Contractor may charge City-approved Rates to return and Collect a previously non-Collected holiday tree that has been corrected and set out. Contractor shall deliver all Collected holiday trees to the Approved Organic Materials Processing Facility for Processing.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer.

#### **5. Sharps Waste Program**

Contractor shall provide Residential Customers with a Sharps Waste home delivery program, upon request. Contractor shall arrange for delivery of an approved container to the requesting Customer's home within one (1) week of request. Delivery of the container shall also include Recycling awareness materials and instructions for participation in the Sharps Waste Collection program. To ensure maximum Customer convenience, the collection of Sharps Waste containers will be administered through a one and four tenths (1.4) quart (or larger), postage paid, container approved by the United States Postal Service (or other parcel service) for shipment of such material. Customers using the mail-based service will receive one (1) Sharps Waste container/ mailing kit per calendar year at no charge. Additional Sharps Waste containers/ mailing kits will be available for a fee of no more than \$\_\_\_\_ per quart container or \$\_\_\_\_ per gallon container by Contractor.

#### **6. Battery and Cellphone Collection**

Contractor shall Collect discarded batteries and cell phones placed for Collection in Customer-provided, clear, zip-lock or tie-close plastic bags on top of Recyclable Materials Carts. Upon Customer request, Contractor shall make appropriate arrangements for the placement of battery, cell phone, and CFL Recycling receptacles ("Bat Buckets") that can Collect these electronic materials from Multi-Family complexes. Contractor shall communicate with property managers and Owners to determine the most convenient and environmentally responsible placement of Bat Buckets within the Multi-Family complex,

## **EXHIBIT B1 RESIDENTIAL SERVICES**

and will provide educational information and additional Bat Buckets within five (5) Working Days of a property manager or Owner's request.

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

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## **EXHIBIT B2: COMMERCIAL SERVICES**

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## EXHIBIT B2

### COMMERCIAL SERVICES

#### 1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

- Containers:** Carts and Bins
- Container Sizes:** 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
- Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
- Other Requirements:** Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Organic Materials Containers, unless that Commercial Customer is exempted from Recyclable Materials services by the City, or has demonstrated to the City that it is Diverting Recyclable Materials through subscription with another City-approved hauler, or other City-approved method.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply).

A push/pull of Containers up to twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection

## EXHIBIT B2

### COMMERCIAL SERVICES

Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

#### 2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Commercial Organic Materials Processing Facility for Processing.

<b>Containers:</b>	Carts and Bins
<b>Container Sizes:</b>	48- or 96-gallon Carts (or comparable size approved by the City); 1-6 cubic yard Bins as requested by Customer.
<b>Service Frequency:</b>	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection Vehicle can access from a paved surface.
<b>Acceptable Materials:</b>	Organic Materials (including Yard Trimmings and Food Scraps)
<b>Prohibited Materials:</b>	Recyclable Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service
<b>Other Requirements:</b>	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Recyclable Materials Containers, unless that Commercial Customer is exempted from Organic Materials services by the City, or has demonstrated to the City that it is Diverting Organic Materials through subscription with another City-approved hauler, or other City-approved method.

*{Note to proposers: the use of plastic/Compostable Plastic bags is to be updated based on proposals provided }*

Commercial Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as "Compostable" by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Section 4.2.C and Exhibit D of this Agreement.

## EXHIBIT B2

### COMMERCIAL SERVICES

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charges may apply in accordance with Exhibit G3). A push/pull of Containers up to twenty-five (25) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to twenty-five (25) feet then return).

Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.11 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.11.1.D of this Agreement. Contractor shall keep a record of all Courtesy Pick-Up Notices and Non-Collection Notices issued to Customers, recording at a minimum the date and time, Customer address, material type of the Container in question, and photographic evidence.

### 3. Multi-Family Kitchen Pails

### 4. Container Cleaning or Exchange

*{Note to proposers: this program is currently optional and may be implemented at City Council request}*

Contractor shall implement a program to provide Commercial Customers with clean Containers once per year, at no additional cost to Customers. This program may be implemented through Container cleaning services or a Container exchange program. Contractor may charge Customers for additional cleanings or exchanges (in excess of once per year). 7. Alternative Service Location for Disabled Residential Customers

Contractor shall provide rollout service to Persons that have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises (including Townhouse Premises) to receive Collection services at a location other than Curbside at no extra charge to the Customer. City shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable and inform Contractor. Contractor shall provide the roll out service. at no additional cost.

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## **EXHIBIT B4: CITY SERVICES**

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## EXHIBIT B4 CITY SERVICES

### 1. Commercial Customer Services to City Facilities

Contractor shall Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers, and shall provide designated personnel in accordance with Section 5.7 of this Agreement. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date. Contractor shall provide these services at no additional cost to the City. City facility service as described by this Section shall include periodic Drop Box Collection service. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty, and return Drop Boxes within twenty-four (24) hours of City request. Contractor shall remove Drop Boxes within twenty-four (24) hour of City request.

### 2. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing, and Disposal) at the request of the City Contract Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City Contract Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates approved under this Agreement. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

### 4. Provision of Compost and Mulch Products

**A. Compost Give-Away Event.** Contractor shall deliver Compost to City residents at no additional cost to the City or Customers at one (1) public Compost give-away event per Agreement year. Customers shall be entitled to up to three (3) cubic yards of Compost products in Customer-provided containers. The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Contract Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the Compost to the agreed-upon event location at no cost to City. Contractor shall provide at least one (1) attendant for at least six (6) hours per event. Any Compost given away to the community through this program shall count towards the Contractor's obligations to provide the City with the amount of Organic Waste products required under SB 1383.

**B. SB 1383 Procurement.** Contractor agrees that all Compost, Mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type.

## **EXHIBIT B4 CITY SERVICES**

### **5. News Media Relations.**

Contractor shall notify the City Contract Manager by e-mail of all requests for news media interviews related to the Collection services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Contract Manager.

Copies of draft news releases or proposed articles related to the provision of Collection services under this Agreement shall be submitted to City for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Business Days after publication.

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**EXHIBIT B5:  
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND  
SPECIAL EVENTS**

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## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

#### 1. City Facilities

Contractor will Collect Recyclable Materials and Organic Materials from City facilities in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all City facilities, present and future, at no additional cost to the City. Contractor shall provide special event services pursuant to Section 4.5 of the Agreement.

In addition to regular scheduled Collection services, Contractor shall provide, upon request, temporary Drop Box services to all City facilities at no additional cost to the City. Contractor shall deliver Source Separated Recyclable Materials and Organic Materials Collected from City facilities, parks, and clean-up operations in Drop Boxes to the Approved Transfer Facility for Transfer to the Approved Processing Facility.

**Figure 1: Current City Facility List**

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Civic Center	1033 Fifth	1 - 3yd	Weekly		
Engineering Annex	1033 Fifth	2 - 3yd	Weekly		
Clovis Regional Library	1155 Fifth	1 - 2yd	Weekly		
Police Department	1233 Fifth	1 - 4yd	Weekly		
Villa Corp Yard	155 N Sunnyside	1 - 3yd	Weekly	1 - 1yd	Weekly
Senior Citizens Building (Former)	850 Fourth	1 - 3yd	Weekly	1 - 1yd	Weekly
Fire Station 1	633 Pollasky	1 - 3yd	Weekly		
Fire Station 2	2300 Minnewawa	1 - 1yd	2x per week		
Fire Station 3	555 N Villa	1 - 0.48yd	Weekly		
Fire Station 4	2427 Armstrong			2 - 96gal	Weekly
Fire Station 5	790 Temperance				
Fire Station 6	2388 Encino	2 - 96gal	Weekly		
Fire Logistics	650 Fowler				



## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Facility	Address	RECYCLABLE MATERIALS		ORGANIC MATERIALS	
		# and size	Frequency	# and size	Frequency
Fire Training	3300 Lind				
Surface Water Treatment Plant	800 Leonard			1 - 4yd	Weekly
Senior Center (New)	735 Third			1 - 1yd 2x/week	2x per week
Recreation	3495 Clovis				
Miss Winkles Pet Adoption Center	85 N Temperance	1 - 3yd	Weekly		
Gettysburg Park	2995 Burl Ave	1 - 3yd	Weekly		
Village Green Park	2610 Encino	1 - 1yd	Weekly		
Pasa Tiempo Park	3355 Barstow				
San Gabriel Park	730 W San Gabriel				
Treasure Ingmire Park	36 N Clovis	1 - 1.5yd	Weekly		
Letterman Park (Skate Park)	912 Villa				
Horse Stalls	905 Villa				
Villa Corp Yard	908 Villa				
Clovis Water Tower (Parking Lot)	754 Fifth St				
Bicenntenial Park	10 N Sunnyside	6 - 2yd	Weekly		
Helm Ranch Park	91 W Ashlan				
Transit Hub	785 Third				
Menlo Building (ABOP)	79 N Sunnyside				
Rotary Park	Barstow/Villa				
Villa Offices/Buildings	868 Villa				

{Note to proposers: Current Service Levels are shown above. During the Term of the Agreement, all City facilities will have Recyclable Materials and Organic Materials Collection service.}

## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

#### 2. Special Events

Contractor shall provide Recyclable Materials and Organic Materials Collection service to up to twenty (20) events annually, upon City request. A sample of fifteen (15) anticipated special events are listed below, each with attendance in excess of 2,000 people per day.

**Figure 2: Special Event List**

EVENT	LOCATION	MONTH
CRAFT BEER CRAWL	Old Town	March
BIG HAT DAYS	Old Town	April
AMERICAN CROWN CIRCUS	Sierra Vista Mall	April <b>(5-day Event)</b>
WATER TOWER CAR SHOW	Old Town	April
CLOVIS RODEO	Clovis Rodeo Grounds	April <b>(5-day Event)</b>
RODEO PARADE	Old Town	April
FRIDAY FARMERS MARKET	Old Town	May – October <b>(Every Friday)</b>
OLD TOWN FLEA	Clovis Rodeo Grounds	May (2-Day Event)
O.T. MOTORAMA	Old Town	May
CIF TRACK & FIELD	Buchanan High School	May (2-Day Event)
GLORIOUS JUNK DAYS	Old Town	May & September
FREEDOM FEST	Old Town	July
CLOVIS FEST	Old Town	September (2-Day Event)
ONE ENCHANTED EVENING	Old Town	November
CHRISTMAS PARADE	Old Town	December

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## **EXHIBIT C: PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### 1. General Administration

The City has placed the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

- A. Prior to the Commencement Date and by June 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by the City and performed by Contractor under this Agreement. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 3 of this Exhibit C) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured based on agreed-upon metrics for the impact of each plan and/or campaign (e.g. changes in Diversion, contamination, social media engagement rates, click-through rates, etc. resulting from the education and/or outreach efforts). Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager.
- B. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Administrator shall meet up to one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, the Commencement Date of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement Date of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio, television, electronic/social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be distributed. For any public education materials not produced by the City, the Contractor shall submit all draft materials to City Contract Manager for review and approval.
- D. All City facilities shall receive any and all public education and outreach materials and services



## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Contract Manager.

- E. Bill inserts shall be designed, produced, and printed by the Contractor; and the City shall be responsible for distributing the billing inserts to all Commercial Customers. Upon City request for billing inserts, Contractor shall comply with such request during the next billing cycle. Contractor shall perform this service with no additional requirement for compensation.
- F. Contractor shall develop a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download. The Contractor's City specific website shall also include links to relevant web pages of the City's website where further information can be found.

#### **2. Public Education and Outreach Team**

To best achieve the highest possible level of public education and awareness, Contractor shall provide at least o (1) full-time equivalent Diversion Coordinators to coordinate and implement all public education and outreach activities required by this Agreement. The Diversion Coordinators shall, at a minimum, perform the following tasks:

1. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa.
2. Prepare proposals and presentations to City entities.
3. Participate and represent Contractor in community activities.
4. Oversee Customer satisfaction of all program services, as described in Exhibit B to the Agreement.
5. Coordinate and produce the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement.
6. Coordinate implementation of the annual public education plan.
7. Perform annual visits to identify the service needs of every Customer, other than Single-Family Customers, by conducting "Diversion opportunity assessments" of Customer locations and facilities.
8. Manage follow-up Diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review.
9. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

10. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each Commercial and Multi-Family Customer who will serve as a primary contact and advocate for Diversion programs within the Customer's organization.
11. Assist in planning service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues.
12. Create and distribute reports as required under this Agreement and/or requested by City Contract Manager.

### **3. Annual Budget**

In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Exhibit C, no less than two hundred thousand dollars (\$200,000) in Rate Period One. Annually, Contractor shall provide to the City Contract Manager for review and approval a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 1 of this Exhibit C. At the conclusion of each Rate Period, any unused funds shall be transferred to the City. Contractor shall be prohibited from expending such funds without the prior written approval of the City Contract Manager. Any expenditures not approved by the City in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

### **4. Sector-Specific Activities**

The following tables present the public education and outreach activities to be performed by Contractor each Rate Period as minimum requirements under this Agreement, as proposed by Contractor in Contractor's Proposal. Each Customer Type faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

#### Public Education and Outreach | All Sectors - EXAMPLE

*All printed materials also to be posted to the Company's website.*

The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Newspaper Advertisement	Distribute a City-produced newspaper advertisement that explains all programs that will be offered under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Public Service Announcement (PSA)	Distribute a City-produced PSA for local radio and cable television broadcast describing the new programs under the Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Press Release	Distribute a City-produced press release to advertise and promote all programs, with particular focus on any new programs that will be offered to each sector (Single-Family, Multi-Family, Commercial, City facilities).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).
Truck-Side Advertising	Implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Campaign content and messaging shall be created by the City, and each campaign should be coordinated, in terms of both message and timing, with the theme of the quarterly newsletters produced by the City and distributed by Contractor. Contractor shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement.	Quarterly.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

#### Public Education and Outreach | Single-Family & Townhouse Education and Outreach Activities - EXAMPLE

*All printed materials also to be posted to the Company's website.*

Activity	Description	Distribution/Frequency
New Programs Mailing	Produce and Distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Contractor shall include its Holiday schedule and the Residential Recycling and expanded services guide.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Produce and Distribute a City-designed "Recycling guide" specific to Single-Family Customers. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B-1. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Affixed (inside plastic bag, zip-tied to handle) to every Single-Family and Townhouse Recyclable Materials Cart delivered prior to the Commencement Date, and thereafter to all new Customers.  By direct mail annually thereafter to each Single-Family and Townhouse Customer
Neighborhood Group & HOA Visits	Upon City request, visit homeowner associations and other neighborhood groups and associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Quarterly Bill Insert	Produce and Distribute a City-designed quarterly bill inserts that creatively inform Residential Customers about such topics as availability of Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, other environmental conservation topics statistics, trends, and facts about programs performed under this Agreement (i.e., material Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into, and the importance of buying Recycled). Contractor's annual public education plan shall define a theme for each Quarterly bill insert.	One (1) time per quarter included in each mailed Customer bill and downloadable from electronic Customer bills.
Corrective Action Notices	Produce and distribute a Single-Family Customer oriented Non-Collection Notice, and Courtesy Pick-Up Notices for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising each scheduled neighborhood clean-up day pursuant to Exhibit B1.5, Christmas tree Collections pursuant to Exhibit B1.7, and any other seasonal or periodic program(s). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) calendar days prior to event via direct mail.
Website	Contractor shall prepare a "Single-Family Customer" section of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials specified in this Section shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.



## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Activity	Description	Distribution/Frequency
Mandatory Recycling and Organics Outreach Activities	Produce and Distribute City-produced outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to SB 1383. .	One (1) time annually

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

#### Public Education and Outreach | Multi-Family Education and Outreach Activities - EXAMPLE

*All printed materials also to be posted to the Company's website.*

Description	Purpose	Distribution/Frequency
New Programs Mailing	Produce and Distribute a City-produced initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi-Family Dwelling Units in City.
Recycling Guide	Produce and Distribute a City-produced "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each Multi-Family Dwelling Units in City.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessments	<p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family Customer to meet with the property manager or Owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection and replenish Move-in Kits as needed by each Multi-Family Premises.</p> <p>Additionally, upon City or Customer request, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, contamination prevention, and Service Level or frequency modification. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall prepare and submit reports to City that documents Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	Offer in-person meetings to each and every Multi-Family Customer conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.
Move-In Kits	Produce and Distribute Move-in Kits for property managers and Owners of Multi-Family Premises to provide new tenants. Move-in Kits shall include, at a minimum, a Multi-Family Recycling guide, an In-Home Recycling Container, and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program.	Distributed during technical assistance Diversion opportunity assessments.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Workshops	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.
"How-to" Guide: Electronic, Universal and Excluded Waste	Produce and Distribute a City designed "how-to" guide on proper Recycling, handling and Disposal of Household Hazardous Waste, E-Waste, and U-Waste directly to tenants of Multi-Family Premises. Contractor may arrange for distribution to each Dwelling Unit a flyer, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises.	One (1) time per year via direct mail or door-to-door.
Christmas Tree Collection Notification	Produce and Distribute a City-designed written notification to each Multi-Family property manager/Owner advertising the availability of holiday tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options, and set-out requirements for the program. The notification shall include the Contractor contact information for Multi-Family Customers to contact to discuss schedule and designated Collection location. The format and content of the notification shall be approved by the City Contract Manager.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

{Note to Proposers: This Public Education Plan is an example and will be replaced by the proposed public education plan}

Description	Purpose	Distribution/Frequency
Website	Contractor shall prepare a “Multi-Family Customer” section of its website where it will present “how-to” information for participating in Contractor-provided programs including proper Container set-outs, and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials specified in this Exhibit shall be posted on this section of Contractor’s website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request “Diversion opportunity assessments”, additional Move-in Kits, or additional education materials to provide to tenants.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to AB 341, AB 1826, and SB 1383. .	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Multi-Family property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.



## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Commercial Education and Outreach Activities - EXAMPLE

*All printed materials also to be posted to the Company's website.*

Description	Purpose	Distribution/Frequency
New Programs Mailing	Prepare and distribute an initial mailing to all Commercial Customers within the City explaining the program changes in the Agreement; changes from the existing Collection programs to new programs; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Contractor shall produce a "Recycling guide" specific to Commercial Customers and update the guide as needed. This guide shall include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B3. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail.  Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Prepare and distribute a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail.  Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Prepare and distribute a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail.  Distributed during Diversion opportunity assessments.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Waste Assessments	<p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.</p> <p>Additionally, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, contamination prevention, and Service Level or frequency modification. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall prepare and submit reports to City documenting Customers targeted quarterly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	Offer one (1) time annually during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.
Recycling and Organics Posters	Produce and distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments.
Quarterly Bill Inserts	Prepare and distribute quarterly bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have with Recycling and Organics programs; the environmental benefits of buying Recycled-content products and statistics, trends, and facts about programs performed under this Agreement (i.e., Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert.	One (1) time per quarter via direct mail to each Commercial Customer in City.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Program Announcements	On each bill, Contractor shall include a brief statement to Commercial Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, etc.	Included in Customer bill.
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of Recyclable Materials and Organic Materials Collection services, upon request from City Contract Manager. Such outreach shall be designed to assist the City in complying with the outreach requirements of various Applicable Laws related to the mandatory provision of Recyclable Materials and Organic Materials Collection and Diversion services.	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with City-produced public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Commercial Customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Commercial Edible Food Generator Education	<p>Contractor shall provide Customers that are Commercial Edible Food Generators with the following:</p> <ol style="list-style-type: none"> <li>Information about the City's Edible Food Recovery program;</li> </ol> <p>Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;</p> <p>Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,</p> <p>Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste</p>	One (1) time annually

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Schools - EXAMPLE

*All printed materials also to be posted to the Company's website as well as links to teacher resources.*

Description	Purpose	Distribution/Frequency
Educational Materials	Contractor shall produce and distribute educational materials designed by the City that are geared towards younger audiences, such as educational videos, activity books, and Recycling posters. Contractor shall provide schools with copies of the video upon request for classroom use. The video shall be made accessible through City portions of the Contractor website.	Upon request.
Technical Assistance: Diversion Opportunity Assessment	Offer on-going technical assistance to schools subscribing to Contractor's services, including performing annual waste assessments, calculating Diversion rates, and communicating the results to the City to improve existing school Recycling and Organics programs. The annual waste assessments shall include a specific assessment of Food Waste generated on the school Premises; potential for source reduction and Diversion of Food Waste; and identification of Food Recovery education and programs that may be established, both internally (e.g., lunch share tables) and externally (e.g., partnerships with local Food Recovery Organizations and Services).	Offered to schools Upon Request.
Presentation	Present curriculum to teach children how to Recycle, Compost, and reduce waste at school and at home.	At City Request.
Facility Tours	Promote, coordinate, and conduct educational field trips to the Approved Facilities.	At City Request.

Note: Contractor shall perform these education and outreach services to all schools, public and private, within the City without respect to the Contractor's status as the service provider for a given school or school district.

EXHIBIT C

PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Special Events

All printed materials also to be posted to the Company’s website as well as links to teacher resources.

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and Recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on “green” and/or sustainable behaviors.	All special events listed in Exhibit B7 of this Agreement.  Other events at Customer request.



## **EXHIBIT D: REPORTING REQUIREMENTS**

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## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and Complaints
6. Determine Customer compliance with AB 341, AB 1826, SB 1383, and any subsequent State-mandated Recycling requirements.

#### **1. Daily Missed Collection Report**

Contractor shall provide the City with a report of missed Collections each day by 12pm for the previous day (e.g. Monday report is due Tuesday at 12pm). This report shall include the Customer information (name, address, and account number), Container type (Recyclable and/or Organic Materials), and the reason for non-Collection (contamination, Container not found, Container inaccessible, etc.).

Contractor shall equip all collection vehicles with GPS monitoring, and shall provide City on-going access to GPS monitoring software.

#### **2. Monthly Reports**

Monthly reports shall be submitted by Contractor to the City by the 20<sup>th</sup> each month pertaining to the most recently completed calendar month and shall include the following information. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

##### **A. Customer Service Report**

1. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.). These Complaints and inquiries shall be documented and reported separately from SB 1383 noncompliance Complaints or other regulatory noncompliance Complaints.

## EXHIBIT D

### REPORTING REQUIREMENTS

2. Number of Courtesy Pick-Up Collections summarized by the reason for leaving a Courtesy Pick-Up Notices (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
3. List of Customers for which Contractor has performed a Courtesy Pick-Up Collection, including the Customer address, and material type for which the Courtesy Pick-Up Collection was performed.
4. Number of events of Discarded Materials being tagged for Non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
5. Number of hits and unique visitors to the Contractor's website.
6. Record of SB 1383 non-compliance Complaints received, including the following information:
  - a. Total number of Complaints received and total number of Complaints investigated.
  - b. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) The identity of any witnesses, if known.
  - c. Copies of all Complaint reports submitted to the City, pursuant to Article 6 of this Agreement.
  - d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 4.8.4 of this Agreement, which shall include at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.

#### **B. Pilot and New Programs Report**

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken, and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

#### **C. Financial Records**

Any operational or financial records related to Extended Producer Responsibility Programs, if any, including but not limited to:

- a. Invoices or receipts for new or retrofitted equipment or vehicles purchased or received to implement the Extended Producer Responsibility Program.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

- b. Changes to labor costs, if any, as a result of implementing the Extended Producer Responsibility Program.
- c. Records of reimbursements, payments, or in-kind contributions made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
- d. Supporting documents related to the calculation used to determine costs allocated to the City versus users.
- e. Any operational records required by the Extended Producer Responsibility Program or Stewardship Organization, if any, related to the Contractor's participation in the Extended Producer Responsibility Program.

### **3. Quarterly Reports**

Quarterly reports shall be due on the following schedule: November 30 for August-October, February 28 for November-January, May 31 for February-April, and August 31 for May-July.

#### **A. Contamination Monitoring Report**

- 1. The number of route reviews conducted pursuant to Section 4.11 of this Agreement.
- 2. Description of the Contractor's process for determining the level of contamination or Container overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
- 3. A record of each inspection and contamination fee assessed, which shall include, at a minimum:
  - a. Name and address of the Customer.
  - b. The date the contaminated Container was observed.
  - c. The staff who conducted the inspection.
  - d. The total number of violations found and a description of what action was taken for each.
  - e. Copies of all notices to Customers with Prohibited Container Contaminants.
  - f. Photographic documentation.
- 4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
- 5. Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

6. A list of all Customers assessed Contamination Processing Fees, pursuant to Section 4.11 of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the Contamination Processing Fee; the total number of instances Contamination Processing Fees were assessed in the month; and, the total amount of fees collected in the month.
7. Results of the waste characterization studies conducted pursuant to Section 4.11.2 of this Agreement.
8. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

#### **B. Tonnage Report**

1. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Diverted and Residue that is Disposed.
2. Units of Used Oil, Used Oil Filters, Sharps Waste, Battery, and Cellphone Collections performed.
4. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
6. Quarterly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement.

#### **C. Diversion Report**

Contractor shall report the Diversion level for each quarter and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as: Processing Residue Disposed / Discarded Materials Collected.

#### **D. Customer Subscription and Collection Report**

This report shall be submitted in a format approved by the City for easy manipulation and/or upload into a third-party database or web-based software

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Service Level listed separately by Customer Type and Discarded Material type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service and cubic yards of Bin service by Customer Type.
4. The number of waivers reviewed and number of reverification inspections performed by the Contractor pursuant to Section 4.10 of this Agreement in the quarter, if any, including a copy of documentation for each waiver review and reverification inspection.
5. List of Commercial Customers with decreased Service Levels, cancellation of service, and new service.

#### **E. City Services Report**

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

1. City facility Service Level report (i.e. volume of service by Service Type received by each City Facility).
2. Summary report on the programs offered to City as described in Exhibit B5 focused on when each service was provided and any issues/concerns identified.

#### **F. Education and Outreach**

1. Status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 4.6 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
3. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution. Generator information is not required for mass distributions.
4. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of all electronic media, including the dates posted or sent of: social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g. open and click-through rates for email marketing, engagement numbers for social media, etc.).
6. Summary of the results of the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
7. Summary of the public education materials and activities provided to schools in the month, if any; including results from Diversion opportunity assessments as described in Exhibit C.
8. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.



## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

#### **4. Annual Reports**

The annual report will be due by March 1 annually, for the preceding calendar year. The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

##### **A. Reserved**

##### **B. Collection and Processing Report**

1. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final Disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill, pursuant to Section 4.10.3.C of the Agreement.
2. Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics, in accordance with Section 4.2.C.2 of the Agreement.

##### **C. Education and Outreach Report**

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Section 4.6 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2021 annual report in February 2022 shall include Contractor submittal of the annual public education plan for calendar year 2022.

##### **D. Reserved**

##### **E. Vehicle Inventory**

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.
2. The total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), if applicable, including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

##### **F. Recyclables and Organics Markets**

Contractor shall provide a report describing its marketing of Recyclable Materials. The marketing report shall include: 1) quantities of each accepted Recyclable Material marketed during the prior year; 2) actual prior year and estimated coming year per unit or per-Ton market values for each; and, 3) brokers, markets, and end uses for each.

## EXHIBIT D

### REPORTING REQUIREMENTS

#### 5. Additional Reports

**A. Upon Incident Reporting.** City reserves the right to request any of the aforementioned reports more frequently, or for additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Contract Manager, which shall not to exceed ten (10) days.

**B. AB 901 Reporting.** At the City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

**C. Customized Reports.** The City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

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## **EXHIBIT E: RESERVED**

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## **EXHIBIT F: PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

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## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the five (5) “Performance Areas” listed below. The City Contract Manager may monitor Contractor’s performance in each of those areas based on the “Specific Performance Measures” within that performance area. If the City Contract Manager determines that Contractor has failed to meet the performance standard established for any “Specific Performance Measure”, the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

#### 1. Performance Area: Provision of Commercial Container Service

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
	Failure to provide Recyclable Materials and Organic Materials Collection services to every Customer	For each occurrence of failing to provide Customers with the Recyclable Materials and Organic Materials Container, required by and compliant with Article 4 and Exhibit B.	No acceptable failure level	\$500/Container/Customer/event

The City shall not assess Liquidated Damages item 1, above, under the following circumstances:

- A. City has granted the Customer a waiver pursuant to Section 4.10 of this Agreement.
- B. Contractor documents that Customer is compliant with Self-Hauling requirements pursuant to Municipal Code .
- C. Contractor documents to the City that the Customer is being provided Recyclable Materials and/or Organic Materials Collection services from a service provider allowed under Section 1.2 of this Agreement.
- D. Contractor documents that Customer is sharing Recyclable Materials and/or Organic Materials Collection services with another Customer in a manner approved by the City.

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 2. Performance Area: Residential Service Quality and Reliability

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for Non-Collection and available remedies.	No acceptable failure level	\$50/Event
2.	Failure to Correct Missed Collections	Each "Missed Collection" as defined above which is not Collected by the end of the Working Day following the receipt of the Customer Complaint about the Missed Collection if the Complaint is received by 12:00 p.m. on a Working Day and by the end of the Working Day for such Complaints received after 12:00 p.m. on a Working Day.	No acceptable failure level	\$50/Event
3.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with closed lid.	No acceptable failure level	\$50/Event
4.	Failure to Replace Used Oil Recovery Kit	Failure to leave a clean Used Oil Recovery Kit following Collection of a full Used Oil Recovery Kit.	No acceptable failure level	\$150/Kit/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Clean-Up Spillage		Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	No acceptable failure level	\$100/Event
6.	Damage to Property		Each event of damage to either public or private property as a result of Contractor's fault, as reasonably determined by the City, including without limitation damage to Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	No acceptable failure level	\$200/Event
7.	Damage to Public Streets		Each event of damage to Public Streets within the City caused by Contractor's fault, as reasonably determined by the City.	No acceptable failure level	Actual cost of repair to City's satisfaction.
8.	Failure to Maintain Equipment		Each event of failure to maintain equipment, vehicles, Carts, Bins and other Containers in a clean, safe, and sanitary manner.	No acceptable failure level	\$100/Item/Day
9.	Failure to Comply with Container Standards		Failure to comply with Container labeling and colors as specified in this Agreement.	No acceptable failure level	\$200/Container/ Occurrence
10.	Unlicensed Vehicle Operator		Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$500/Operator/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
11.	Failure to Display Contractor's Name	Failure to display and maintain visibility of Contractor's name and Customer service phone number on Collection vehicles, Bins and other Containers.	No acceptable failure level	\$100/Instance/Day
12.	Failure to Wear Uniform	Failure to have Contractor Collection personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
13.	Discourteous Behavior	For each occurrence of uncourteous behavior of Contractor's employees to a Customer.	No acceptable failure level	\$500/Event
14.	Failure to Complete Route	Failure or neglect to complete at least one hundred (100%) of each route on the regular scheduled Collection service Working Day.	No acceptable failure level	\$1,000/Route
15.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$500/Event
16.	Uncovered Loads	Failure to properly cover materials in Collection vehicles.	No acceptable failure level	\$500/Event
17.	Failure to Cure in Timely manner	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2.	No acceptable failure level	\$500/Incident/Day
18.	Failure to Perform Other Requirement	Each failure to perform any obligation of the Agreement not specifically stated above.	No acceptable failure level	\$100/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 3. Performance Area: Customer Service

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Commence Service and/or Provide Move-in Kits	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the Service Level requested by said Customer, within three (3) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels. This may also include delivering Used Oil Recovery Kits, Move-in Kits, and other items required upon Customer's request.	No acceptable failure level	\$150/Event
2.	Failure to Exchange Container	Any failure by Contractor to exchange Container within ten (10) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$150/Container/Day
3.	Failure to Replace Container	Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 5.6.	No acceptable failure level	\$150/Container/Day
4.	Failure to Resolve Complaint	Any failure or neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	No acceptable failure level	\$150/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not deemed answered if the Customer does not speak with a live operator. (A call is deemed answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.) Any failure to have a Customer service representative answer a phone call within a two (2) minute average for any month and/or for each single caller having to wait more than ten (10) minutes.	No acceptable failure level	\$50/Event
6.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
7.	Provision of Inaccurate Information	Each event of a Customer Service Representative providing inaccurate information in response to a Customer question or Complaint.	No acceptable failure level	\$50/Event
8.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	No acceptable failure level	\$500/Event
9.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
10	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$500/Route/Day



## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 4. Performance Area: Diversion

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Perform Education and Outreach Activities	Each individual failure by Contractor to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under Exhibit C to this Agreement.	No acceptable failure level	\$500/Activity
2.	Failure to Provide Targeted Technical Assistance	Each individual failure to provide targeted technical assistance to a Commercial or Multi-Family Customer in the manner required under Exhibit C to this Agreement.	No acceptable failure level	\$2,000/Customer
3.	Failure of Diversion Coordinator to Specifically Perform	Every occurrence of a Diversion Coordinator being used for purposes other than those specified in this Agreement.	No acceptable failure level	\$1,000/day

#### 5. Performance Area: Facilities

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than the Approved Facility designated for each material type under Article 4 of this Agreement, unless authorized per this Agreement.	No acceptable failure level	\$5,000 first failure. \$25,000 each subsequent failure.

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Measure	Performance Definition	Acceptable Performance Level	Liquidated Damage Amount
2.	Disposal of Targeted Diversion Materials	Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing, unless authorized per this Agreement.	No acceptable failure level	\$1,000/Load
3.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle intended or designated for the purpose of Collecting a different material type (e.g., Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.).	No acceptable failure level	\$1,000/Container
4.	Failure to Provide Adequate Capacity	Failure to provide adequate primary and alternate capacity to accept and Process Recyclable Materials, or Organic Materials.	No acceptable failure level	\$1,000/Day
5.	Failure to Conduct Route Audits and Contamination Monitoring	Failure to conduct route audits and contamination monitoring as required by this Agreement.	No acceptable failure level	\$150/Audit/Day
6.	Failure to Issue Contamination Notices	Failure to issue contamination notices as required by this Agreement.	No acceptable failure level	\$50/occurrence/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 6. Performance Area: Reporting & Records

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Late Report	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date, if the City gives Contractor notice of the late report. The City shall give Contractor a new reasonable deadline for the report. If Contractor does not submit the report by the new deadline, Contractor shall owe the City Liquidated Damages retroactive to the original due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day
2.	Failure to Maintain or Provide Access to Records	Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information within the time window specified in this Agreement.	No acceptable failure level	\$500/Event
3.	Misleading/Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or regarding this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance be excused.	No acceptable failure level	\$250/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
4.	Failure to Correct Submittal of Inaccurate Data in a Timely Manner	Failure to correct submittal of inaccurate data within three (3) Business Days (or such other time period as may be agreed to in writing between City and Contractor) of notification by City.	No acceptable failure level	\$500/Day
5.	Failure to Maintain and/or Provide Access to Information Systems	Each day that Contractor fails to provide access to Contractor's information systems as required in Section 4.9 to the City Contract Manager.	No acceptable failure level	\$500/Day

Except for repeat occurrences, the City shall provide Contractor with written notice and a three (3) Business Day opportunity to cure any alleged breach of this Agreement before Liquidated Damages will be assessed.

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: \_\_\_\_\_

Initial Here: \_\_\_\_\_

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## **EXHIBIT G: CONTRACTOR'S PROPOSAL**

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## **EXHIBIT G1: TECHNICAL PROPOSAL**

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*See Exhibit G*



## **EXHIBIT G2: COST BASIS FOR PROPOSAL**

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## **EXHIBIT G3: INITIAL RATES FOR COLLECTION SERVICES**

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## **EXHIBIT G4: IMPLEMENTATION PLAN AND SCHEDULE**

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*See Exhibit G – Contractors Proposal*



## **EXHIBIT G5: APPROVED SUBCONTRACTORS**

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## EXHIBIT G5

### APPROVED SUBCONTRACTORS

In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

Approved Facility or Subcontractor	Services

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## **EXHIBIT H: ANTICIPATED REQUIRED POSITIONS**

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## EXHIBIT H

### MAXIMUM ANTICIPATED POSITIONS

*{Note to Proposers: Exhibit H will be updated prior to execution of the Agreement}*

Positions detailed in this Exhibit H are the positions needed for the provision of Recyclable Materials and Organic Materials Collection, Processing, and marketing services. Contractor acknowledged that the positions below are included in the cost basis for Customer Rates, and failure to provide the positions may be considered a Change in Scope.

**Table 1** represents management positions, classified as salary, exempt. For positions where the employee has been identified, the name is listed.

**Table 2** represents non-management positions, classified as hourly, non-exempt.

**Table 1: Management Positions**

Position	Name	Classification	FTE
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
		Management, Exempt	
<b>Total Management Positions</b>			

**Table 2: Non-Management Positions**

Position	Classification	FTE
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
	Non-Management, Non-Exempt	
<b>Total Management Positions</b>		

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# **EXHIBIT I:**

## **LOCAL PURCHASING PREFERENCE POLICY**

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# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Administration Department  
DATE: February 4, 2025  
SUBJECT: Receive and File – Police Department Update.

**Staff:** Curt Fleming, Police Chief

**Recommendation:** Receive and File

ATTACHMENTS: None.

Police Chief Curt Fleming will provide a verbal presentation on this item.

Please direct questions to the City Manager's office at 559-324-2060.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Administration Department  
DATE: February 4, 2025  
SUBJECT: Receive and File – Fire Department Update.

**Staff:** Chris Ekk, Fire Chief

**Recommendation:** Receive and File

ATTACHMENTS: None.

Fire Chief Chris Ekk will provide a verbal presentation on this item.

Please direct questions to the City Manager's office at 559-324-2060.