HYBRID MEETING INFORMATION:
The City Council meeting will be available via teleconference for those who wish to participate remotely. The City Council meeting will also be held in the City Council Chambers and in-person attendance will be available at that location.

HOW TO OBSERVE THE MEETING REMOTELY:
To participate remotely, residents can livestream the meeting on **Zoom**, SLO-SPAN.org, on Spectrum cable Channel 20 in Atascadero, and listen live on KPRL Radio 1230AM and 99.3FM. The video recording of the meeting will repeat daily on Channel 20 at 1:00 am, 9:00 am, and 6:00 pm and will be available through the City's website and on the City's YouTube Channel. To participate remotely using the Zoom platform please visit **https://us02web.zoom.us/webinar/register/WN_ZwJ7a031S3KXauEym9ehaA.**

HOW TO SUBMIT PUBLIC COMMENT:
Individuals who wish to provide public comment in-person may attend the meeting in the City Council Chambers. Individuals who wish to participate remotely may call **(669) 900-6833** (Meeting ID: 889 2347 9018) to listen and provide public comment via phone or via the **Zoom** platform using the link above.

If you wish to comment but not via a live platform, please email public comments to cityclerk@atascadero.org. Such email **comments must identify the Agenda Item Number in the subject line of the email**. The comments will be forwarded to the City Council and made a part of the administrative record. ***To ensure distribution to the City Council prior to consideration of the agenda, the public is encouraged to submit comments no later than 12:00 p.m. the day of the meeting.*** Those comments, as well as any comments received after that time, but before the close of the item, will be distributed to the City Council, posted on the City's website, and will be made part of the official public record of the meeting. ***Please note, email comments will not be read into the record.***

AMERICAN DISABILITY ACT ACCOMMODATIONS:
Any member of the public who needs accommodations should contact the City Clerk's Office at cityclerk@atascadero.org or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

City Council agendas and minutes may be viewed on the City's website: www.atascadero.org/agendas.

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, www.atascadero.org. Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are made a part of the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.

CITY OF ATASCADERO
CITY COUNCIL

AGENDA

Tuesday, August 8, 2023

City Hall Council Chambers, Fourth Floor
6500 Palma Avenue, Atascadero, California

Mayor Pro Tem Funk to participate via teleconference from:
Westin Kansas City, Business Center
1 East Pershing Road, Kansas City, Missouri

City Council Closed Session:	**5:00 P.M.**
City Council Regular Session:	**6:00 P.M.**

CITY COUNCIL CLOSED SESSION:

1. **CLOSED SESSION — PUBLIC COMMENT**
2. **COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION**
3. **CLOSED SESSION — CALL TO ORDER**
   a. **Conference with Legal Counsel – Existing Litigation**
   Government Code Sec. 54956.9(d)(1)
   Name of Case: Sunderland v. City of Atascadero
   San Luis Obispo Superior Court Case No. 21CVP-0074
4. **CLOSED SESSION — ADJOURNMENT**
5. **COUNCIL RETURNS**
6. **CLOSED SESSION — REPORT, if any**

REGULAR SESSION — CALL TO ORDER: 6:00 P.M.

PLEDGE OF ALLEGIANCE: Mayor Moreno

ROLL CALL:
Mayor Moreno
Mayor Pro Tem Funk
Council Member Bourbeau
Council Member Dariz
Council Member Newsom

APPROVAL OF AGENDA: Roll Call

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

PRESENTATIONS:

1. **Distinguished Service Awards—Corporal Christopher Hall, Corporal Craig Martineau, Corporal Rene Vasquez, and Officer Zachary Yeaman-Sanchez**

A. CONSENT CALENDAR: (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

1. **City Council Draft Action Minutes – July 11, 2023**
   - Recommendation: Council approve the July 11, 2023 Draft City Council Regular Meeting Minutes. [City Clerk]

2. **June 2023 Accounts Payable and Payroll**
   - Fiscal Impact: $2,212,060.81.
   - Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for June 2023. [Administrative Services]

3. **Lake Park Pier and Pedestrian Pathway Project Construction Award**
   - Fiscal Impact: $217,169.
   - Recommendation: Council award a construction contract for $217,169 to Atkinson Concrete Construction, Inc. for the Lake Park Pier and Pedestrian Pathway Project (Project No. C2021P01). [Public Works]

4. **Final Parcel Map AT 22-0111 Del Rio Marketplace**
   - Fiscal Impact: None.
   - Recommendation: Council:
     1. Approve Final Parcel Map AT22-0111 for Del Rio Marketplace, reconfiguring five connected parcels into a seven-parcel commercial subdivision; and
     2. Accept on behalf of the public the offers of dedication for public utility easements, street right-of-way along Del Rio Road, and public storm drain easements; and
     3. Reject on behalf of the public the maintenance of the offered public storm drain easements; and
     4. Authorize the City Manager to execute a Subdivision Improvement Agreement with M P Annex, LLC for public improvements on El Camino Real and Del Rio Road required to be completed with Final Parcel Map AT 22-0111. [Public Works]

5. **Structural Firefighting Personal Protective Equipment Replacement**
   - Fiscal Impact: $136,774.

- Recommendation: Council authorize the City Manager to execute a contract with Allstar Fire Equipment, Inc. for a total cost of $136,774 for the purchase of replacement Structural Firefighting Personal Protective Equipment. [Fire Department]

UPDATES FROM THE CITY MANAGER: (The City Manager will give an oral report on any current issues of concern to the City Council.)

COMMUNITY FORUM: (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Comments will be allowed for the entire 30-minute period so if the final speaker has finished before the 30 minute period has ended and a member of the public wishes to make a comment after the Council has commenced another item, the member should alert the Clerk within the 30 minute period of their desire to make a comment and the Council will take up that comment upon completion of the item which was commenced. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or cityclerk@atascadero.org.)

B. PUBLIC HEARINGS:

1. Confirming the Cost of Vegetative Growth and/or Refuse Abatement

- Fiscal Impact: The City will receive $58,355.72 from the 2023/2024 property tax rolls in weed abatement/refuse abatement assessments.
- Recommendation: Council adopt Draft Resolution, confirming the cost of vegetative growth (weeds) and/or refuse (rubbish) abatement. [Fire Department]

C. MANAGEMENT REPORTS:

1. Public Safety Facility Project Owner's Representative Services Contract

- Fiscal Impact: $2,597,084.
- Recommendation: Council award a professional services agreement with Vanir Construction Management, Inc. for $2,597,084 to provide Owner's Representative services for the Atascadero Public Safety Facility Project (Project No. C2021B01). [Public Works]

2. Water Reclamation Facility Update and Alternatives Analysis Presentation

- Fiscal Impact: $2,750,000.
- Recommendation: Council receive and file the Water Reclamation Facility Alternatives Analysis and direct staff to move forward into the design phase for the Water Reclamation Facility replacement. [Public Works]

3. Waste Management Contract

- Fiscal Impact: City receives 10% of gross revenues collected.
- Recommendation: Council adopt Draft Resolution, authorizing the City Manager to execute a contract with USA Waste Alternative, Inc. (dba

Atascadero Waste Alternatives) for the exclusive curbside collection of trash, commingled recyclables, and organic waste within City limits. [City Manager]

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS: (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor Moreno
1. City Selection Committee
2. County Mayors Round Table
3. Regional Economic Action Coalition (REACH)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Funk
1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Design Review Committee
3. Homeless Services Oversight Council

Council Member Bourbeau
1. City of Atascadero Finance Committee
2. City / Schools Committee
3. Integrated Waste Management Authority (IWMA)
4. SLO County Water Resources Advisory Committee (WRAC)

Council Member Dariz
1. Air Pollution Control District
2. California Joint Powers Insurance Authority (CJPIA) Board
3. Community Action Partnership of San Luis Obispo (CAPSLO)
4. Design Review Committee
5. Visit SLO CAL Advisory Committee

Council Member Newsom
1. City of Atascadero Finance Committee
2. City / Schools Committee
3. League of California Cities – Council Liaison

E. INDIVIDUAL DETERMINATION AND / OR ACTION: (Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

ADJOURNMENT

CITY OF ATASCADERO
CITY COUNCIL

DRAFT MINUTES

Tuesday, July 11, 2023

City Hall Council Chambers, Fourth Floor
6500 Palma Avenue, Atascadero, California

City Council Regular Session:	**6:00 P.M.**

REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor Moreno called the meeting to order at 6:00 p.m. and Council Member Newsom led the Pledge of Allegiance.

ROLL CALL:

Present: Council Members Bourbeau, Dariz, Newsom, Mayor Pro Tem Funk, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: City Manager Jim Lewis, Retiring City Manager Rachelle Rickard, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Interim Police Chief Joe Allen, Public Works Director Nick DeBar, City Attorney Karl Berger, Deputy City Manager/City Clerk Lara Christensen, Deputy City Manager – IT Luke Knight, and Senior Planner Kelly Gleason.

APPROVAL OF AGENDA:

Deputy City Manager/City Clerk Christensen noted that Consent Calendar Item #A-1 are Draft Action Minutes for the June 27, 2023 Minutes and are correctly reflected in the Agenda Packet.

MOTION: By Council Member Bourbeau and seconded by Mayor Pro Tem Funk to:
1. **Approve this agenda; and**
2. **Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.**

Motion passed 5:0 by a roll-call vote.

PRESENTATIONS:

1. **Commendation in Recognition of Retiring City Manager Rachelle Rickard's 26 Years of Dedicated Service to the City of Atascadero.**

The City Council recognized Retiring City Manager Rachelle Rickard for her 26 years of dedicated service to the City of Atascadero.

A. CONSENT CALENDAR:

1. **City Council Draft Action Minutes – June 27, 2023**
   - Recommendation: Council approve the June 27, 2023 Draft City Council Regular Meeting Minutes. [City Clerk]

2. **March 2023 Investment Report**
   - Fiscal Impact: None.
   - Recommendation: Council receive and file the City Treasurer's report for quarter ending March 31, 2023. [City Treasurer]

3. **Community Facilities District 2005-1 Annexation No. 25**
   - Fiscal Impact: Assessments for the Marketplace annexation are estimated to be between $0 to $71,680 annually beginning in fiscal year 2023-2024, and adjusted each year for inflation.
   - Recommendation: Council adopt, on second reading, by title only, Draft Ordinance authorizing the levy of special taxes in Community Facilities District 2005-1 for certain annexation territory identified as Annexation No. 25. [Community Development]

4. **2023 Measure F-14 Pavement Rehabilitation Construction Award**
   - Fiscal Impact: $4,000,000.
   - Recommendation: Council:
     1. Award a construction contract for $2,851,397 to Souza Construction for the 2023 Measure F-14 Pavement Rehabilitation Project (Project No. C2022R01); and
     2. Authorize the City Manager to execute a contract with Cannon Corp. for $449,872 for Construction Management and Materials Testing Services for the 2023 Measure F-14 Pavement Rehabilitation Project (Phase I) and the Downtown Paving Project (Phase II). [Public Works]

5. **Structure Fire Engine Replacement**
   - Fiscal Impact: $1,003,524.
   - Recommendation: Council authorize the City Manager to execute a contract with South Coast Fire Equipment, Inc. for a total cost of $1,003,524 to build and deliver a Pierce Enforcer 2000 GPM Fire Engine. [Fire Department]

MOTION: By Council Member Bourbeau and seconded by Council Member Dariz to approve the Consent Calendar recognizing that approval of Item #A-1 is for the Draft Action Minutes for July 27, 2023 not July 13, 2023. (#A-3: Ordinance No. 665) (#A-4: Contract Nos. 2023-018 and 2023-019) (#A-5: Contract No. 2023-020)
Motion passed 5:0 by a roll-call vote.

UPDATES FROM THE CITY MANAGER:

City Manager Lewis gave an update on projects and events within the City.

COMMUNITY FORUM:

The following persons spoke in-person by telephone or through the webinar: Geoff Auslen and Richard Mullen

B. PUBLIC HEARINGS: None

C. MANAGEMENT REPORTS:

1. **Draft Regional Housing & Infrastructure Plan**
   - Fiscal Impact: None.
   - Recommendation: Council:
     1. Discuss and consider support for the Regional Housing & Infrastructure Plan, as a recommitment to the 2020 San Luis Obispo Countywide Regional Compact; and
     2. Provide staff general direction on future actions relating to implementation of the Regional Housing & Infrastructure Plan. [Community Development]

Russ Levanway and Michael Foote of REACH gave the report and answered questions from the Council.

The City Council expressed concerns with the data and methodology and noted that more work would need to be done on the plan for Atascadero to sign on. Staff was requested to work with REACH to update the data and further analyze the methodology.

Mayor Moreno recessed the meeting at 7:39 p.m.
Mayor Moreno reconvened the meeting with all present at 7:45 p.m.

2. **Development Process Streamlining**
   - Fiscal Impact: None.
   - Recommendation: Council review and provide preliminary direction on the development of standards that will streamline the CEQA process. [Community Development]

Community Development Director Dunsmore gave the report and answered questions from the Council.

PUBLIC COMMENT:

The following persons spoke on this item: None

Mayor Moreno closed the Public Comment period.

The Council reviewed and provided preliminary direction on the development of standards that will streamline the CEQA process.

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:

The following Council Members gave brief update reports on their committees since their last Council meeting:

Mayor Moreno

Mayor Moreno noted that the City will no longer be issuing proclamations unless they are related to City business.

Council Member Bourbeau

1. Integrated Waste Management Authority (IWMA)
2. League of California Cities Revenue and Taxation Committee

E. INDIVIDUAL DETERMINATION AND / OR ACTION:

1. City Council
    a. Council Member Bourbeau noted that the Beaver Brigade has reported deliberate destruction of beaver dams by ATV riders.
    b. Mayor Pro Tem Funk noted she will be joining the August 8, 2023 City Council Meeting remotely.

F. ADJOURN

Mayor Moreno adjourned the meeting at 8:35 p.m.

MINUTES PREPARED BY:

_____
Lara K. Christensen
Deputy City Manager / City Clerk

APPROVED:

Atascadero City Council

Staff Report - Administrative Services Department

June 2023 Accounts Payable and Payroll

RECOMMENDATION:

Council approve certified City accounts payable, payroll and payroll vendor checks for June 2023.

DISCUSSION:

Attached for City Council review and approval are the following:

Payroll			
Dated	6/8/23	Checks # 35791-35806	$ 9,870.50
		Direct Deposits	353,643.58
Dated	6/22/23	Checks # 35807-35819	10,613.93
		Direct Deposits	354,271.38
Accounts Payable			
Dated 6/1/23-6/30/23		Checks # 174651 - 175017 & EFTs 4783-4810	2,212,060.81
		TOTAL AMOUNT	$ 2,940,460.20

FISCAL IMPACT:

Total expenditures for all funds is $ 2,940,460.20

CERTIFICATION:

The undersigned certifies that the attached demands have been released for payment and that funds are available for these demands.

Jeri Rangel
Director of Administrative Services

ATTACHMENT:

June 2023 Eden Warrant Register in the amount of $ 2,212,060.81

Check Number	Check Date	Vendor	Description	Amount
174651	06/01/2023	ANTHEM BLUE CROSS HEALTH	Payroll Vendor Payment	213,784.82
174652	06/01/2023	BENEFIT COORDINATORS CORP	Payroll Vendor Payment	9,338.80
174653	06/01/2023	FIDELITY SECURITY LIFE INS CO	Payroll Vendor Payment	1,821.87
174654	06/01/2023	LINCOLN NATIONAL LIFE INS CO	Payroll Vendor Payment	2,002.22
174655	06/01/2023	WEX BANK - 76 UNIVERSL	Accounts Payable Check	14,654.78
174656	06/01/2023	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	10,699.93
174657	06/02/2023	13 STARS MEDIA	Accounts Payable Check	398.40
174658	06/02/2023	ALL SIGNS AND GRAPHICS, INC.	Accounts Payable Check	1,196.42
174659	06/02/2023	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	185.00
174660	06/02/2023	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	2,524.45
174661	06/02/2023	KIMBERLY ANDERSON	Accounts Payable Check	58.00
174662	06/02/2023	ANTECH DIAGNOSTICS	Accounts Payable Check	107.85
174663	06/02/2023	KELLY AREBALO	Accounts Payable Check	834.96
174664	06/02/2023	AT&T	Accounts Payable Check	805.11
174665	06/02/2023	AT&T	Accounts Payable Check	101.70
174666	06/02/2023	AT&T	Accounts Payable Check	728.11
174667	06/02/2023	AT&T	Accounts Payable Check	250.00
174668	06/02/2023	ATASCADERO HAY & FEED	Accounts Payable Check	2,440.82
174670	06/02/2023	ATASCADERO MUTUAL WATER CO.	Accounts Payable Check	15,022.30
174671	06/02/2023	AURORA WORLD, INC.	Accounts Payable Check	1,261.33
174672	06/02/2023	TERRIE BANISH	Accounts Payable Check	220.60
174673	06/02/2023	BASSETT'S CRICKET RANCH,INC.	Accounts Payable Check	839.61
174674	06/02/2023	BATTERY SYSTEMS, INC.	Accounts Payable Check	787.78
174675	06/02/2023	BERRY MAN, INC.	Accounts Payable Check	2,278.50
174676	06/02/2023	TERRI RECCHIA BLEDSOE	Accounts Payable Check	280.00
174677	06/02/2023	BOUND TREE MEDICAL, LLC	Accounts Payable Check	761.27
174678	06/02/2023	BRENDLER JANITORIAL SERVICE	Accounts Payable Check	1,355.00
174679	06/02/2023	BURT INDUSTRIAL SUPPLY	Accounts Payable Check	322.99
174680	06/02/2023	CALIFORNIA BUILDING OFFICIALS	Accounts Payable Check	140.00
174681	06/02/2023	CASEY PRINTING, INC.	Accounts Payable Check	7,780.76
174682	06/02/2023	CHARTER COMMUNICATIONS	Accounts Payable Check	229.97
174683	06/02/2023	CLEVER CONCEPTS, INC.	Accounts Payable Check	47.95
174684	06/02/2023	CONSOR NORTH AMERICA, INC.	Accounts Payable Check	13,865.83
174685	06/02/2023	MIGUEL A. CORDERO	Accounts Payable Check	78.00
174686	06/02/2023	CUESTA POLYGRAPH & INVEST. LLC	Accounts Payable Check	7,070.00
174687	06/02/2023	CULLIGAN SANTA MARIA	Accounts Payable Check	51.90
174688	06/02/2023	GREG C. CUNNINGHAM	Accounts Payable Check	52.00
174689	06/02/2023	CORRINE L. DAVIS	Accounts Payable Check	48.00
174690	06/02/2023	NICHOLAS DEBAR	Accounts Payable Check	300.00
174691	06/02/2023	JOE DEBRUIN, PH.D.	Accounts Payable Check	720.00
174692	06/02/2023	DRIVE CUSTOMS	Accounts Payable Check	29,540.24
174693	06/02/2023	PHILIP DUNSMORE	Accounts Payable Check	300.00
174694	06/02/2023	EL CAMINO VETERINARY HOSP	Accounts Payable Check	577.05

Check Number	Check Date	Vendor	Description	Amount
174695	06/02/2023	DANIEL E. ERNST	Accounts Payable Check	400.00
174696	06/02/2023	ESCUELA DEL RIO	Accounts Payable Check	960.00
174697	06/02/2023	FIESTA MAHAR MANUFACTURNG CORP	Accounts Payable Check	604.01
174698	06/02/2023	FILIPPIN ENGINEERING, INC.	Accounts Payable Check	13,365.54
174699	06/02/2023	GARRY BRILL PRODUCTIONS	Accounts Payable Check	150.00
174700	06/02/2023	GAS COMPANY	Accounts Payable Check	1,292.70
174701	06/02/2023	MARIAH GASCH	Accounts Payable Check	255.00
174702	06/02/2023	KELLY GLEASON	Accounts Payable Check	116.90
174703	06/02/2023	TRISTAN M. GUILLORY	Accounts Payable Check	78.00
174704	06/02/2023	HAAKER EQUIPMENT COMPANY INC.	Accounts Payable Check	190.53
174705	06/02/2023	HART IMPRESSIONS PRINTING	Accounts Payable Check	513.85
174706	06/02/2023	KELLIE K. HART	Accounts Payable Check	367.50
174708	06/02/2023	HOME DEPOT CREDIT SERVICES	Accounts Payable Check	2,578.94
174709	06/02/2023	INGLIS PET HOTEL	Accounts Payable Check	1,666.53
174710	06/02/2023	INTERWEST CONSULTING GROUP INC	Accounts Payable Check	16,808.77
174711	06/02/2023	JK'S UNLIMITED, INC.	Accounts Payable Check	7,361.19
174712	06/02/2023	JOE A. GONSALVES & SON	Accounts Payable Check	3,000.00
174713	06/02/2023	K & M INTERNATIONAL	Accounts Payable Check	4,903.71
174714	06/02/2023	KID TEES	Accounts Payable Check	280.80
174715	06/02/2023	KNECHT'S PLUMBING & HEATING	Accounts Payable Check	13,524.77
174716	06/02/2023	L.N. CURTIS & SONS	Accounts Payable Check	214.57
174717	06/02/2023	LASER TECHNOLOGY, INC.	Accounts Payable Check	6,703.95
174718	06/02/2023	LAYNE LABORATORIES, INC.	Accounts Payable Check	3,452.82
174719	06/02/2023	COLETTE LAYTON	Accounts Payable Check	323.59
174720	06/02/2023	LIN LI	Accounts Payable Check	93.60
174721	06/02/2023	LIFE ASSIST, INC.	Accounts Payable Check	1,604.19
174722	06/02/2023	WADE MCKINNEY	Accounts Payable Check	486.51
174723	06/02/2023	SAMUEL HENRY MCMILLAN, JR.	Accounts Payable Check	104.00
174724	06/02/2023	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	60.00
174725	06/02/2023	MIG	Accounts Payable Check	9,505.00
174726	06/02/2023	MINER'S ACE HARDWARE	Accounts Payable Check	306.63
174727	06/02/2023	MISSION UNIFORM SERVICE	Accounts Payable Check	96.82
174728	06/02/2023	ISABELLA M. MOEN	Accounts Payable Check	72.00
174729	06/02/2023	ROBERT MORRISON	Accounts Payable Check	100.00
174730	06/02/2023	MSA SAFETY SALES, LLC	Accounts Payable Check	2,040.00
174731	06/02/2023	NASSAU-SOSNICK DISTRIBUTION CO	Accounts Payable Check	375.93
174732	06/02/2023	NEW TIMES	Accounts Payable Check	1,666.00
174733	06/02/2023	ODP BUSINESS SOLUTIONS, LLC	Accounts Payable Check	2,125.08
174734	06/02/2023	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	2,267.08
174735	06/02/2023	PENGUIN RANDOM HOUSE, LLC	Accounts Payable Check	551.08
174736	06/02/2023	PERRY'S PARCEL & GIFT	Accounts Payable Check	75.00
174737	06/02/2023	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	1,208.65
174738	06/02/2023	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	3,326.00

Check Number	Check Date	Vendor	Description	Amount
174739	06/02/2023	JERI RANGEL	Accounts Payable Check	300.00
174740	06/02/2023	RACHELLE RICKARD	Accounts Payable Check	300.00
174741	06/02/2023	BRIAN S. RICKS	Accounts Payable Check	78.00
174742	06/02/2023	SAFARI LTD.	Accounts Payable Check	252.60
174743	06/02/2023	SAN LUIS CUSTOMS, INC.	Accounts Payable Check	12,853.35
174744	06/02/2023	SCOTT O'BRIEN FIRE & SAFETY CO	Accounts Payable Check	513.44
174745	06/02/2023	SECURITAS TECHNOLOGY CORPORATN	Accounts Payable Check	304.71
174746	06/02/2023	SIGN HERE	Accounts Payable Check	2,064.56
174747	06/02/2023	CHAYSE L. SIMS	Accounts Payable Check	84.00
174748	06/02/2023	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	2,794.60
174749	06/02/2023	STAPLES CREDIT PLAN	Accounts Payable Check	105.45
174750	06/02/2023	SUNBELT RENTALS, INC.	Accounts Payable Check	1,793.04
174751	06/02/2023	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	1,650.00
174752	06/02/2023	SWCA, INC.	Accounts Payable Check	19,086.90
174753	06/02/2023	WILLIAM L. TEDONE	Accounts Payable Check	156.00
174754	06/02/2023	THEORY PRINTING & SIGNS	Accounts Payable Check	400.20
174755	06/02/2023	CHRISTOPHER DANIEL THOMAS	Accounts Payable Check	104.00
174756	06/02/2023	KARL O. TOERGE	Accounts Payable Check	126.00
174757	06/02/2023	U.S. POSTAL SERVICE	Accounts Payable Check	3,000.00
174758	06/02/2023	VAN BEURDEN INSURANCE SVC, INC	Accounts Payable Check	11,346.60
174759	06/02/2023	VERIZON WIRELESS	Accounts Payable Check	2,560.22
174760	06/02/2023	VITAL RECORDS CONTROL	Accounts Payable Check	184.09
174761	06/02/2023	WARM FUZZY TOYS	Accounts Payable Check	650.04
174762	06/02/2023	WICK'S ROOFING, INC.	Accounts Payable Check	10,400.00
174763	06/02/2023	WILD FIELDS BREWHOUSE, LLC	Accounts Payable Check	200.00
174764	06/02/2023	XO PANDORA	Accounts Payable Check	18.75
174765	06/02/2023	YEH AND ASSOCIATES, INC.	Accounts Payable Check	4,045.00
174766	06/02/2023	ZOO MED LABORATORIES, INC.	Accounts Payable Check	689.59
174767	06/02/2023	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	986.91
4783	06/08/2023	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	10,753.23
4785	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	20,115.79
4786	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	31,980.54
4787	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	2,433.30
4788	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	2,368.77
4789	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	5,062.28
4790	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	9,569.42
4791	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	13,776.90
4792	06/08/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	20,824.33
174768	06/08/2023	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	40.00
174769	06/08/2023	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	2,249.75
174770	06/08/2023	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,151.80
174771	06/08/2023	CA FIREFIGHTERS BENEFIT TRUST	Payroll Vendor Payment	1,800.00
174772	06/08/2023	EMPOWER ANNUITY INS CO	Payroll Vendor Payment	8,148.39

Check Number	Check Date	Vendor	Description	Amount
174773	06/08/2023	MISSIONSQUARE	Payroll Vendor Payment	7,859.40
174774	06/08/2023	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	874.41
174775	06/08/2023	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,488.86
4784	06/09/2023	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	283.84
4793	06/09/2023	SEIU LOCAL 620	Payroll Vendor Payment	868.82
4794	06/13/2023	RABOBANK, N.A.	Payroll Vendor Payment	61,637.68
4795	06/13/2023	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	18,316.12
4796	06/13/2023	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,383.03
174776	06/16/2023	2 MEXICANS, LLC	Accounts Payable Check	5,275.50
174777	06/16/2023	A & T ARBORISTS & VEGETATION	Accounts Payable Check	325.00
174778	06/16/2023	A SUPERIOR CRANE, LLC	Accounts Payable Check	1,300.00
174779	06/16/2023	AGM CALIFORNIA, INC.	Accounts Payable Check	1,970.00
174780	06/16/2023	AGP VIDEO, INC.	Accounts Payable Check	2,480.00
174781	06/16/2023	AKA ENGINEERING COMPANY	Accounts Payable Check	3,414.00
174782	06/16/2023	ALPHA ELECTRIC SERVICE	Accounts Payable Check	472.50
174783	06/16/2023	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	58.19
174784	06/16/2023	ARCHIE'S ALOHA PEST MGMT.	Accounts Payable Check	175.00
174785	06/16/2023	AT&T	Accounts Payable Check	627.53
174786	06/16/2023	AT&T	Accounts Payable Check	31.52
174787	06/16/2023	AVILA TRAFFIC SAFETY	Accounts Payable Check	1,443.16
174788	06/16/2023	BAY AREA DRIVING SCHOOL, INC.	Accounts Payable Check	69.99
174789	06/16/2023	CHRIS BELAND	Accounts Payable Check	300.00
174790	06/16/2023	KEITH R. BERGHER	Accounts Payable Check	351.25
174791	06/16/2023	BLUEPRINTER	Accounts Payable Check	52.20
174792	06/16/2023	BREZDEN PEST CONTROL, INC.	Accounts Payable Check	183.00
174793	06/16/2023	CASEY BRYSON	Accounts Payable Check	162.00
174794	06/16/2023	BURKE,WILLIAMS, & SORENSON LLP	Accounts Payable Check	22,556.68
174795	06/16/2023	BURT INDUSTRIAL SUPPLY	Accounts Payable Check	72.96
174796	06/16/2023	CAL COAST CONSTRUCTION	Accounts Payable Check	20,700.00
174797	06/16/2023	CAL-COAST IRRIGATION, INC	Accounts Payable Check	79.05
174798	06/16/2023	CARBON HEALTH MED GROUP OF CA	Accounts Payable Check	80.00
174799	06/16/2023	CARQUEST OF ATASCADERO	Accounts Payable Check	422.64
174800	06/16/2023	CCI OFFICE TECHNOLOGIES	Accounts Payable Check	198.92
174801	06/16/2023	CHARTER COMMUNICATIONS	Accounts Payable Check	6,018.60
174802	06/16/2023	CO OF SAN LUIS OBISPO SART PRG	Accounts Payable Check	644.00
174803	06/16/2023	COASTAL COPY, INC.	Accounts Payable Check	542.97
174804	06/16/2023	COLOR CRAFT PRINTING	Accounts Payable Check	234.08
174805	06/16/2023	MIGUEL A. CORDERO	Accounts Payable Check	130.00
174806	06/16/2023	COULTON'S APPLIANCE SERVICE	Accounts Payable Check	239.00
174807	06/16/2023	COUNTY OF SAN LUIS OBISPO	Accounts Payable Check	50.00
174808	06/16/2023	CRISP IMAGING	Accounts Payable Check	46.22
174809	06/16/2023	CRYSTAL SPRINGS WATER	Accounts Payable Check	20.00
174810	06/16/2023	CULLIGAN SANTA MARIA	Accounts Payable Check	121.92

Check Number	Check Date	Vendor	Description	Amount
174811	06/16/2023	SHARON J. DAVIS	Accounts Payable Check	182.00
174812	06/16/2023	NICHOLAS DEBAR	Accounts Payable Check	162.00
174813	06/16/2023	DELTA LIQUID ENERGY	Accounts Payable Check	1,802.14
174814	06/16/2023	DEPARTMENT OF WATER RESOURCES	Accounts Payable Check	4,633.00
174815	06/16/2023	EMERGENCY VEHICLE SPECIALISTS	Accounts Payable Check	4,000.00
174816	06/16/2023	FENCE FACTORY ATASCADERO	Accounts Payable Check	200.00
174817	06/16/2023	FGL ENVIRONMENTAL	Accounts Payable Check	401.00
174818	06/16/2023	FILIPPIN ENGINEERING, INC.	Accounts Payable Check	54,214.79
174819	06/16/2023	SUSAN FUNK	Accounts Payable Check	106.07
174820	06/16/2023	KATHLEEN FURTADO	Accounts Payable Check	530.23
174821	06/16/2023	GAS COMPANY	Accounts Payable Check	14.79
174822	06/16/2023	TRISTAN M. GUILLORY	Accounts Payable Check	78.00
174823	06/16/2023	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	13,102.03
174824	06/16/2023	RYAN HAYES	Accounts Payable Check	162.00
174825	06/16/2023	BRET HEINEMANN	Accounts Payable Check	32.32
174826	06/16/2023	SETH W HUGHES	Accounts Payable Check	350.00
174827	06/16/2023	ALAN HURST	Accounts Payable Check	205.00
174828	06/16/2023	JK'S UNLIMITED, INC.	Accounts Payable Check	13,144.21
174829	06/16/2023	JOEL SWITZER DIESEL REPAIR,INC	Accounts Payable Check	270.00
174830	06/16/2023	KNECHT'S PLUMBING & HEATING	Accounts Payable Check	172.50
174831	06/16/2023	KPRL 1230 AM	Accounts Payable Check	920.00
174832	06/16/2023	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	3,247.26
174833	06/16/2023	LINDE GAS & EQUIPMENT INC.	Accounts Payable Check	65.64
174834	06/16/2023	MADRONE LANDSCAPES, INC.	Accounts Payable Check	385.00
174835	06/16/2023	CRAIG MARTINEAU	Accounts Payable Check	179.00
174836	06/16/2023	MCCLATCHY SHARED SERVICES, LLC	Accounts Payable Check	264.12
174837	06/16/2023	SAMUEL HENRY MCMILLAN, JR.	Accounts Payable Check	156.00
174838	06/16/2023	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	6,133.73
174839	06/16/2023	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	798.14
174840	06/16/2023	MINER'S ACE HARDWARE	Accounts Payable Check	746.13
174842	06/16/2023	MISSION UNIFORM SERVICE	Accounts Payable Check	577.02
174843	06/16/2023	HEATHER MORENO	Accounts Payable Check	106.07
174844	06/16/2023	MOSS, LEVY, & HARTZHEIM LLP	Accounts Payable Check	6,000.00
174845	06/16/2023	MUNICIPAL MAINT EQUIPMENT, INC	Accounts Payable Check	4,802.28
174846	06/16/2023	MV TRANSPORTATION, INC.	Accounts Payable Check	8,533.85
174847	06/16/2023	KELLYE R. NETZ	Accounts Payable Check	179.00
174848	06/16/2023	NEW TIMES	Accounts Payable Check	419.00
174849	06/16/2023	HEATHER NEWSOM	Accounts Payable Check	32.32
174850	06/16/2023	OAK AND OTTER BREWING CO.	Accounts Payable Check	385.00
174851	06/16/2023	ODP BUSINESS SOLUTIONS, LLC	Accounts Payable Check	267.65
174854	06/16/2023	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	61,977.31
174855	06/16/2023	PEAKWIFI, LLC	Accounts Payable Check	650.00
174856	06/16/2023	DEAN PERICIC	Accounts Payable Check	279.18

Check Number	Check Date	Vendor	Description	Amount
174857	06/16/2023	TIMOTHY PERKINS	Accounts Payable Check	205.00
174858	06/16/2023	PERRY'S ELECTRIC MOTORS & CTRL	Accounts Payable Check	12,385.10
174859	06/16/2023	PETERSON U-CART	Accounts Payable Check	696.92
174860	06/16/2023	WARREN PITTENGER	Accounts Payable Check	205.00
174861	06/16/2023	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	2,493.91
174862	06/16/2023	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	7,380.15
174863	06/16/2023	READYREFRESH BY NESTLE	Accounts Payable Check	102.23
174864	06/16/2023	RICK ENGINEERING COMPANY	Accounts Payable Check	38,488.56
174865	06/16/2023	BRIAN S. RICKS	Accounts Payable Check	414.00
174866	06/16/2023	SCHINDLER ELEVATOR CORP	Accounts Payable Check	3,003.59
174867	06/16/2023	SCOTT O'BRIEN FIRE & SAFETY CO	Accounts Payable Check	358.70
174868	06/16/2023	RAMON H. SERRANO	Accounts Payable Check	1,500.00
174869	06/16/2023	SERVICE SYSTEMS ASSC, INC.	Accounts Payable Check	12,500.00
174870	06/16/2023	THE SHERWIN-WILLIAMS COMPANY	Accounts Payable Check	16.25
174871	06/16/2023	GERE SIBBACH	Accounts Payable Check	235.00
174872	06/16/2023	SITEONE LANDSCAPE SUPPLY, LLC	Accounts Payable Check	2,639.46
174873	06/16/2023	SLO CO AIR POLLUTION CTRL DIST	Accounts Payable Check	5,837.04
174874	06/16/2023	SLO COUNTY CLERK-RECORDER	Accounts Payable Check	50,006.54
174875	06/16/2023	SLO COUNTY HEALTH AGENCY	Accounts Payable Check	92,013.50
174876	06/16/2023	SOUZA CONSTRUCTION, INC.	Accounts Payable Check	148,050.47
174877	06/16/2023	SPEAKWRITE, LLC.	Accounts Payable Check	611.17
174878	06/16/2023	SPECIALIZED EQUIPMENT REPAIR	Accounts Payable Check	1,522.43
174879	06/16/2023	STATE WATER RES CONTROL BOARD	Accounts Payable Check	548.00
174880	06/16/2023	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	3,200.00
174881	06/16/2023	SWCA, INC.	Accounts Payable Check	340.01
174882	06/16/2023	MADELINE M. TAYLOR	Accounts Payable Check	177.30
174883	06/16/2023	WILLIAM L. TEDONE	Accounts Payable Check	156.00
174884	06/16/2023	CHRISTOPHER DANIEL THOMAS	Accounts Payable Check	156.00
174885	06/16/2023	THOMSON REUTERS - WEST	Accounts Payable Check	201.99
174886	06/16/2023	KARL O. TOERGE	Accounts Payable Check	126.00
174892	06/16/2023	U.S. BANK	Accounts Payable Check	37,005.42
174893	06/16/2023	ULINE, INC.	Accounts Payable Check	140.13
174894	06/16/2023	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	82.15
174895	06/16/2023	UNITED RENTALS (NORTH AM), INC	Accounts Payable Check	8,651.69
174896	06/16/2023	UNIVAR SOLUTIONS USA, INC.	Accounts Payable Check	5,848.80
174897	06/16/2023	RENE VASQUEZ	Accounts Payable Check	110.00
174898	06/16/2023	VERIZON WIRELESS	Accounts Payable Check	443.55
174899	06/16/2023	VINO VICE, INC.	Accounts Payable Check	430.00
174900	06/16/2023	WALLACE GROUP	Accounts Payable Check	51,771.57
174901	06/16/2023	WEST COAST AUTO & TOWING, INC.	Accounts Payable Check	485.00
174902	06/16/2023	KAREN B. WYKE	Accounts Payable Check	738.00
174903	06/16/2023	ZOLL MEDICAL CORPORATION	Accounts Payable Check	11,300.00
4797	06/22/2023	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	10,455.16

Check Number	Check Date	Vendor	Description	Amount
4799	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	20,115.80
4800	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	30,532.42
4801	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	2,411.98
4802	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	2,356.85
4803	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	5,062.31
4804	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	9,954.23
4805	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	13,677.06
4806	06/22/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	20,594.96
174904	06/22/2023	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	40.00
174905	06/22/2023	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	2,249.75
174906	06/22/2023	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,151.80
174907	06/22/2023	CA FIREFIGHTERS BENEFIT TRUST	Payroll Vendor Payment	1,800.00
174908	06/22/2023	EMPOWER ANNUITY INS CO	Payroll Vendor Payment	7,506.97
174909	06/22/2023	MISSIONSQUARE	Payroll Vendor Payment	7,928.00
174910	06/22/2023	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	1,396.68
174911	06/22/2023	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,488.86
4798	06/23/2023	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	283.84
4807	06/23/2023	SEIU LOCAL 620	Payroll Vendor Payment	854.86
4808	06/27/2023	RABOBANK, N.A.	Payroll Vendor Payment	60,448.71
4809	06/27/2023	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	17,682.62
4810	06/27/2023	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,338.83
174912	06/30/2023	2 MEXICANS, LLC	Accounts Payable Check	1,870.00
174913	06/30/2023	A & F SOUVENIR	Accounts Payable Check	133.47
174914	06/30/2023	ADAMSKI,MOROSKI,MADDEN,	Accounts Payable Check	185.00
174915	06/30/2023	AIRFLOW FILTER SERVICE, INC.	Accounts Payable Check	1,471.44
174916	06/30/2023	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	150.00
174917	06/30/2023	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	1,334.71
174918	06/30/2023	ANTECH DIAGNOSTICS	Accounts Payable Check	232.75
174919	06/30/2023	AT&T	Accounts Payable Check	805.11
174921	06/30/2023	AT&T	Accounts Payable Check	928.16
174922	06/30/2023	AT&T	Accounts Payable Check	663.68
174923	06/30/2023	ATASCADERO HAY & FEED	Accounts Payable Check	1,619.65
174924	06/30/2023	ATASCADERO YOUTH FOOTBALL	Accounts Payable Check	4,645.00
174925	06/30/2023	ATASCADERO YOUTH SOCCER ASSC	Accounts Payable Check	710.00
174926	06/30/2023	AVILA TRAFFIC SAFETY	Accounts Payable Check	1,374.45
174927	06/30/2023	BASSETT'S CRICKET RANCH,INC.	Accounts Payable Check	418.67
174928	06/30/2023	BERRY MAN, INC.	Accounts Payable Check	1,063.85
174929	06/30/2023	BLUEPRINTER	Accounts Payable Check	32.63
174930	06/30/2023	CARQUEST OF ATASCADERO	Accounts Payable Check	350.34
174931	06/30/2023	CC DYNASTY FUTBOL CLUB	Accounts Payable Check	425.00
174932	06/30/2023	CENTRAL COAST CASUALTY REST.	Accounts Payable Check	19,345.43
174933	06/30/2023	CHALK MOUNTAIN GOLF COURSE	Accounts Payable Check	9,690.00
174934	06/30/2023	CHARTER COMMUNICATIONS	Accounts Payable Check	2,209.38

Check Number	Check Date	Vendor	Description	Amount
174935	06/30/2023	CITY OF ATASCADERO	Accounts Payable Check	1,038.50
174936	06/30/2023	KAREN A. CLANIN	Accounts Payable Check	199.50
174937	06/30/2023	CO OF SAN LUIS OBISPO SART PRG	Accounts Payable Check	2,681.00
174938	06/30/2023	COLOR CRAFT PRINTING	Accounts Payable Check	316.98
174939	06/30/2023	CONSOR NORTH AMERICA, INC.	Accounts Payable Check	13,280.67
174940	06/30/2023	VINCENT CORCORAN	Accounts Payable Check	250.00
174941	06/30/2023	CRYSTAL CRIMBCHIN	Accounts Payable Check	228.92
174942	06/30/2023	CRISP IMAGING	Accounts Payable Check	985.63
174943	06/30/2023	CULLIGAN/CENTRAL COAST WTR TRT	Accounts Payable Check	70.00
174944	06/30/2023	JOE DEBRUIN, PH.D.	Accounts Payable Check	900.00
174945	06/30/2023	DEEP BLUE INTEGRATION, INC.	Accounts Payable Check	1,423.59
174946	06/30/2023	DEPARTMENT OF JUSTICE	Accounts Payable Check	972.00
174947	06/30/2023	ECONOMIC & PLANNING SYSTEM INC	Accounts Payable Check	997.50
174948	06/30/2023	EL CAMINO VETERINARY HOSP	Accounts Payable Check	1,040.93
174949	06/30/2023	ESCUELA DEL RIO	Accounts Payable Check	1,080.00
174950	06/30/2023	EXECUTIVE JANITORIAL	Accounts Payable Check	1,500.00
174951	06/30/2023	FASTRAK INV PROCESSING DEPT	Accounts Payable Check	21.00
174952	06/30/2023	VOID	Accounts Payable Check	0.00
174953	06/30/2023	FGL ENVIRONMENTAL	Accounts Payable Check	771.00
174954	06/30/2023	FIESTA MAHAR MANUFACTURNG CORP	Accounts Payable Check	152.74
174955	06/30/2023	GAS COMPANY	Accounts Payable Check	1,025.82
174956	06/30/2023	GOVCONNECTION, INC.	Accounts Payable Check	179.16
174957	06/30/2023	HART IMPRESSIONS PRINTING	Accounts Payable Check	650.08
174958	06/30/2023	DEXTER HOWARD E ETUX	Accounts Payable Check	121.42
174959	06/30/2023	JK'S UNLIMITED, INC.	Accounts Payable Check	4,707.79
174960	06/30/2023	KENNEDY ATHLETIC CLUB OF ATASC	Accounts Payable Check	289.00
174961	06/30/2023	DAREN KENNETT	Accounts Payable Check	236.11
174962	06/30/2023	KNECHT'S PLUMBING & HEATING	Accounts Payable Check	1,877.19
174963	06/30/2023	KRITZ EXCAVATING & TRUCKNG INC	Accounts Payable Check	777.73
174964	06/30/2023	LAKE TECH, INC.	Accounts Payable Check	8,425.93
174965	06/30/2023	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	767.52
174966	06/30/2023	LIEBERT CASSIDY WHITMORE	Accounts Payable Check	1,487.50
174967	06/30/2023	LIFE ASSIST, INC.	Accounts Payable Check	229.20
174968	06/30/2023	ANNETTE MANIER	Accounts Payable Check	9.04
174969	06/30/2023	MARBORG INDUSTRIES	Accounts Payable Check	2,673.04
174970	06/30/2023	MARTIN MARIETTA MATERIALS, INC	Accounts Payable Check	1,183.75
174971	06/30/2023	CRAIG MARTINEAU	Accounts Payable Check	40.00
174972	06/30/2023	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	2,477.51
174973	06/30/2023	MIG	Accounts Payable Check	14,035.00
174974	06/30/2023	MINER'S ACE HARDWARE	Accounts Payable Check	339.50
174975	06/30/2023	HECTOR MIRANDA	Accounts Payable Check	250.00
174976	06/30/2023	MISSION UNIFORM SERVICE	Accounts Payable Check	368.09
174977	06/30/2023	JAMES P. MORAN	Accounts Payable Check	400.00

City of Atascadero
Disbursement Listing
For the Month of June 2023

ITEM NUMBER: **A-2**
DATE: **08/08/23**

Check Number	Check Date	Vendor	Description	Amount
174978	06/30/2023	NEW TIMES	Accounts Payable Check	515.00
174979	06/30/2023	DANIELLE NUNES-HAKANSON	Accounts Payable Check	82.86
174980	06/30/2023	NUTRIEN AG SOLUTIONS, INC.	Accounts Payable Check	1,726.57
174981	06/30/2023	ODP BUSINESS SOLUTIONS, LLC	Accounts Payable Check	128.62
174982	06/30/2023	DANIEL OGLESBY	Accounts Payable Check	193.57
174983	06/30/2023	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	2,547.16
174984	06/30/2023	MANNY PALACIOS	Accounts Payable Check	188.84
174985	06/30/2023	PERRY'S PARCEL & GIFT	Accounts Payable Check	25.00
174986	06/30/2023	PFLUMS ATASCADERO MUFFLER	Accounts Payable Check	144.00
174987	06/30/2023	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	556.89
174988	06/30/2023	BILL RAINWATER	Accounts Payable Check	128.69
174989	06/30/2023	RAMINHA CONSTRUCTION, INC.	Accounts Payable Check	1,680.94
174990	06/30/2023	ROLSON MUSIC & SOUND	Accounts Payable Check	600.00
174991	06/30/2023	SAN LUIS CUSTOMS, INC.	Accounts Payable Check	761.58
174992	06/30/2023	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	2,297.27
174993	06/30/2023	JAMES SCOOLIS	Accounts Payable Check	300.00
174994	06/30/2023	SERVICE SYSTEMS ASSC, INC.	Accounts Payable Check	2,500.00
174995	06/30/2023	SLO COUNTY SHERIFF'S OFFICE	Accounts Payable Check	140.00
174996	06/30/2023	MARY P. SMITH	Accounts Payable Check	231.00
174997	06/30/2023	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	266.49
174998	06/30/2023	JENNIFER L. SPOTTEN	Accounts Payable Check	331.20
174999	06/30/2023	STAPLES CREDIT PLAN	Accounts Payable Check	64.14
175000	06/30/2023	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	4,850.00
175001	06/30/2023	SUNRUN INSTALLATION SERVICES	Accounts Payable Check	327.38
175002	06/30/2023	SUPERION, LLC	Accounts Payable Check	53,852.00
175003	06/30/2023	SWCA, INC.	Accounts Payable Check	7,477.31
175004	06/30/2023	TARANTULA HILL BREWING CO. LLC	Accounts Payable Check	382.20
175005	06/30/2023	UNITED RENTALS (NORTH AM), INC	Accounts Payable Check	5,697.45
175006	06/30/2023	VERIZON WIRELESS	Accounts Payable Check	64.21
175007	06/30/2023	VINO VICE, INC.	Accounts Payable Check	387.00
175008	06/30/2023	VITAL RECORDS CONTROL	Accounts Payable Check	184.09
175009	06/30/2023	WALLACE GROUP	Accounts Payable Check	29,028.50
175010	06/30/2023	YEH AND ASSOCIATES, INC.	Accounts Payable Check	2,455.00
175011	06/30/2023	YOUTH EVOLUTION SOCCER	Accounts Payable Check	6,867.60
175012	06/30/2023	ZOLL MEDICAL CORPORATION	Accounts Payable Check	4,578.38
175013	06/30/2023	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	986.91
175014	06/30/2023	ANTHEM BLUE CROSS HEALTH	Payroll Vendor Payment	209,631.43
175015	06/30/2023	BENEFIT COORDINATORS CORP	Payroll Vendor Payment	9,145.40
175016	06/30/2023	FIDELITY SECURITY LIFE INS CO	Payroll Vendor Payment	1,783.36
175017	06/30/2023	LINCOLN NATIONAL LIFE INS CO	Payroll Vendor Payment	2,135.46
				$ 2,212,060.81

Atascadero City Council

Staff Report – Public Works Department

Lake Park Pier and Pedestrian Pathway Project Construction Award

RECOMMENDATION:

Council award a construction contract for $217,169 to Atkinson Concrete Construction, Inc. for the Lake Park Pier and Pedestrian Pathway Project (Project No. C2021P01).

DISCUSSION:

Background

The existing fixed pier, located at Atascadero Lake Park (9305 Pismo Avenue), is currently in a state of decline and has been closed to the public since summer 2021. The pier is an elevated wood deck on wooden piers, resting on a concrete foundation that extends into the lake approximately 38 feet. The pier is approximately eight feet wide by forty feet long, with a four-foot-tall safety railing on three of its sides. The adjacent on-grade concrete sidewalk, which begins at the entrance of the pier and travels along the frontage of the lake to the boathouse (paddleboat concessionaire) and up to the park's asphalt multi-purpose path, is not compliant with the Americans with Disability Act (ADA) requirements. Due to the popularity and high volume of visitors to Atascadero Lake Park, the City has actively pursued grant funding to repair the pier and construct ADA improvements to the pathways. In 2019, the Council approved Resolution 2019-080, authorizing the City to apply for grant funding available through Proposition 68 (California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act).

In 2022, the City was awarded $177,952 in Proposition 68 grant funding from the California Department of Parks and Recreation to make the necessary safety repairs to the pier and ADA improvements to the pedestrian pathway. The grant requires a 20% local matching contribution from the City and construction must be completed by the end of the calendar year 2023. The City issued a Request for Proposals (RFP) for professional engineering services to perform land surveying, engineering design, and preparation of plans, specifications, and cost estimates for the project. AKA Engineering was selected in August 2022 to perform these services and Terra-Verde Environmental Consulting (now SWCA Environmental) was also hired at this time to provide permitting support services due to the project's close proximity to Atascadero Lake. AKA worked closely with SWCA to minimize potential environmental impacts to

Atascadero Lake and the surrounding areas. The pier posts and structural members were evaluated and found to be structurally sound and not needing replacement. Therefore, no construction work will be needed in the lakebed, which simplifies the environmental aspect to the project work.

The project scope includes replacement of the dilapidated four-foot wide concrete sidewalk and curb between the pier and past the paddleboat rental boathouse with a five-foot concrete sidewalk and curb, construction of a concrete stairway with handrails and ADA compliant ramp from the asphalt pathway behind the upper restrooms to the new sidewalk near the boathouse entrance, new railing and decking on the pier, and replacing the chain link fencing with matching pier railing between the pier and the old wading pool. These improvements will be a significant improvement to existing conditions and is expected to re-energize this area of the park.

Bid Analysis

Bidding documents were completed and approved by the City Engineer, and the project was publicly bid starting June 20, 2023 for a minimum of 30 days in accordance with State Contracting Laws and Atascadero Purchasing Policies. A public bid opening occurred on July 20, 2023 and four bids were received ranging from $212,538 to $348,039 (base bid) with the low bid received by Atkinson Concrete Construction, Inc. of Atascadero. The bids were reviewed for accuracy and compliance with project bidding requirements, and the City Engineer has determined that Atkinson Concrete Construction, Inc. of Atascadero is the lowest responsive bidder.

The bid form also had an alternative bid schedule that included an item to replace the decking boards on the pier. Bid prices ranged from $4,630 to $20,178 with lowest bid price received by Atkinson. Staff recommends that this alternative bid item be included in the award to Atkinson for a combined bid price of $217,169.

Bidding was competitive for this project, and Atkinson's bid is considered a highly favorable price given the next lowest base bid was $301,717, or $89,179 more than Atkinson's bid of $212,538. In addition, there has been a sharp increase in concrete costs recently on top of the ongoing escalation of construction costs starting in 2021. The current bidding environment across the Central Coast has seen multiple recent projects with a low number of bidders (due to current workload and a limited number of contractors) and bid prices much higher than typical bid costs.

If awarded, construction will last up to 45 working days or about two months. There will be inconvenience and some disruptions to the paddleboat concessionaire and others in the vicinity of the project work, but City staff will work with the contractor to mitigate these impacts as much as possible, including preparing a temporary traffic (pedestrian) control plan, installing temporary safety fencing, and providing access to facilities. To minimize impacts of park visitors, including special events such as the "Saturday in the Park" summer concert series, construction is expected to begin after the Labor Day weekend (September 4th).

ENVIRONMENTAL REVIEW:

The proposed project is Categorically Exempt (Class 1) Existing Facilities from the provisions of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) pursuant to CEQA Guidelines Section 15301, because it is limited to repair and maintenance of existing facilities above the lake shore an on non-native soil. A finding of exemption is on file in the project records. In addition, SWCA Environmental prepared and submitted a Biological Survey Results Memorandum to the California Department of Fish and Wildlife (CDFW) as part of the approved Lake and Streambed Alteration permit.

FISCAL IMPACT:

The adopted budget includes $178,000 of Prop. 68 grant funding and $150,000 in General Funds for a total budget of $328,000. The following tables summarize the estimated project expenditures and funding sources:

ESTIMATED EXPENDITURES	
Design, Environmental and Bid Phase	$56,100
Construction Contract (Base Bid + Bid Alt. No. 2)	217,169
Construction Admin., Testing, and Inspection	20,000
Construction Contingency (16%)	34,731
Total:	**$ 328,000**

BUDGETED FUNDING SOURCES	
Prop. 68 Grant Funding	$178,000
Budgeted General Funds	150,000
Total:	**$328,000**

ALTERNATIVES:

Council may direct staff to rebid the project; however, staff believes the low bid received is very favorable given current construction costs and the bidding environment. In addition, Atkinson's bid was very competitive, roughly $89,000 less than the second lowest bid, and can be completed within budgetary constraints.

ATTACHMENTS:

1. Project Location Map
2. Bid Summary

EXHIBIT

LAKE PARK PIER AND ADA IMPROVEMENTS
PROJECT LOCATION

DRAWN BY:	R. BETZ
DATE:	7/7/23
SCALE:	1"=30'
PAGE NO:	1 OF 1

City of Atascadero
Office of the City Clerk
Bid Summary

TO: Public Works
FROM: Dillon Dean James, Deputy City Clerk
BID NO.: 2023-004
OPENED: 7/20/2023
PROJECT: Lake Park Pier & Pedestrian Pathway Project No. C2021P01

4

Bids were received and opened today, as follows:

Name of Bidder	Base Bid Total	Add Alternate
Atkinson Concrete Construction, Inc.	$212,538.33	
G. Sosa Construction, Inc.	$301,717.00	
F. Loduca Co.	$332,929.00	
RCH Construction	$347,768.20	

Atascadero City Council

Staff Report – Public Works Department

Final Parcel Map AT 22-0111
Del Rio Marketplace

RECOMMENDATIONS:

Council:

1. Approve Final Parcel Map AT 22-0111 for Del Rio Marketplace, reconfiguring five connected parcels into a seven-parcel commercial subdivision; and
2. Accept on behalf of the public the offers of dedication for public utility easements, street right-of-way along Del Rio Road, and public storm drain easements; and
3. Reject on behalf of the public the maintenance of the offered public storm drain easements; and
4. Authorize the City Manager to execute a Subdivision Improvement Agreement with M P Annex, LLC for public improvements on El Camino Real and Del Rio Road required to be completed with Final Parcel Map AT 22-0111.

DISCUSSION:

Parcel Map:
Vesting Tentative Parcel Map AT 22-0111 was approved by the City of Atascadero Planning Commission on June 7, 2022 (PC Resolution 2022-0008). The properties to be subdivided are currently five (5) connected parcels near the northeast corner of Del Rio Road and El Camino Real, for which the majority are within the Del Rio Road Commercial Area Specific Plan. The final map will reconfigure the existing parcels into seven (7) parcels with frontage along El Camino Real and Del Rio Road, or connected by private access easements, for the Marketplace Development anchored by Valley Fresh Market.

The map includes a 10-foot wide offer of street right-of-way along the north frontage of Del Rio Road, a 6-foor wide Public Utility Easement (PUE) is offered along the frontages of Del Rio Road and El Camino Real, and Public Storm Drainage Easements (PSDEs) along El Camino Real which covers multiple drainage basins that accepts combined storm drainage from the parcels and El Camino Real. Staff recommends Council accept on behalf of the public these offers of dedication but reject the maintenance of the offered PSDEs since the storm basins to be constructed in these easements will be accepting storm drainage from the parcels. The project CC&Rs and

Stormwater Maintenance and Operations documents require the parcels owners to maintain these stormwater features.

Blanket easements are proposed across all parcels for parking, access, drainage and utilities, allowing various access locations to the various buildings. A drainage easement is proposed to provide access to the basin serving Tract 3161 (South Mirasol). Documents recording concurrently with the map include various quitclaim easements, and a Deed Notification of Development Standards.

Public Improvements:
The construction of various public improvements on El Camino Real (ECR) and Del Rio Road are a condition of the approved tentative map and Amended Del Rio Commercial Specific Plan (SP), which Del Rio Marketplace is a part of. The Amended SP details various public improvements that are "triggered" when proposed development exceeds certain traffic thresholds.

The Valley Fresh Market is the first building proposed to be constructed and triggers improvements to the intersection and traffic signal modifications at ECR and Del Rio Road, including the reconfiguration of the eastbound approach of Del Rio Road to ECR to have dedicated left-turn, through, and right-turn lanes. Road widening, curb, gutter, and sidewalk is also required along the Parcel Map's frontage of ECR and Del Rio Road. These improvements require the subdivider to obtain a public right-of-way easement at the southeast corner of ECR and Del Rio Road and a public utility easement along the south side of Del Rio Road from the Del Rio Ranch property (former Walmart site). These easements have been secured by the subdivider.

The subdivider, M P Annex, and their consultants have prepared public improvement plans that have been approved by the City Engineer. A subdivision improvement agreement has been prepared by the City and signed by the subdivider with financial security (bonds) to guarantee the public improvements are completed after the map records.

Conclusion:
The City Engineer and Community Development Director have reviewed Parcel Map AT 22-0011 and find it to be in substantial conformance with the approved Vesting Tentative Tract Map. Pursuant to California Government Code Title 7, Division 2, the approving legislative body (City Council) shall not deny a Tract Map provided it finds the Final Tract Map is in substantial conformance with the previously approved Vesting Tentative Tract Map.

If adopted, the Final Parcel Map and accompanying documents will be submitted by the City to the County Recorder's Office and recorded within ten business days after submittal.

FISCAL IMPACT:

None.

ATTACHMENT:

1. Parcel Map AT 22-0111

PARCEL MAP AT 22-0011

BEING A SUBDIVISION OF PARCEL 2 OF THE PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 13, THE PARCEL CREATED BY LOT MERGER AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED AT DOCUMENT NO. 2022-042621, PARCEL 3 OF THE PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 28 AND THE PORTION OF LOT 32 OF BLOCK 49 OF THE MAP OF ATASCADERO COLONY DESCRIBED AS PARCELS D1 AND D3 IN THE DEED RECORDED AT DOCUMENT NO. 2014-032189, IN THE OFFICE OF THE SAN LUIS OBISPO COUNTY CLERK/RECORDER
LYING WITH THE CITY OF ATASCADERO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

OWNER'S STATEMENT

WE THE UNDERSIGNED HEREBY STATE THAT WE ARE ALL THE OWNERS OF AND THE RECORD HOLDERS OF ALL SECURITY INTEREST IN, AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. FOR PUBLIC UTILITY EASEMENTS, FOR THE USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AS DELINEATED ON THIS MAP AS PUBLIC UTILITY EASEMENT OR P.U.E.
2. FOR STREET RIGHT-OF-WAY, DEL RIO ROAD, AS DELINEATED ON THIS MAP.
3. FOR DRAINAGE AS DELINEATED ON THIS MAP AS PUBLIC STORM DRAIN EASEMENT.

WE HEREBY DEDICATE TO THE ATASCADERO MUTUAL WATER COMPANY (AMWC) EASEMENTS FOR AMWC WATER FACILITIES NOTED AS "6' WIDE PUE & AMWC WATER FACILITIES EASEMENT" AS DELINEATED ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFITS OF THE PRESENT AND OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON THIS MAP:

1. EASEMENTS FOR PRIVATE PARKING, ACCESS, DRAINAGE AND UTILITY FACILITIES.
2. EASEMENTS FOR PRIVATE ACCESS.
3. BLANKET EASEMENTS FOR PRIVATE UTILITIES.
4. BLANKET EASEMENTS FOR PUBLIC UTILITY EASEMENTS.
5. PRIVATE ACCESS EASEMENT FOR DRAINAGE BASIN MAINTENANCE AND FOR PRIVATE DRAINAGE FACILITIES EASEMENT IN FAVOR OF LOTS 1 THROUGH 6 OF TRACT 3161.

AS OWNER

M P ANNEX, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
CLINT PEARCE DATED
ITS: AUTHORIZED REPRESENTATIVE

BENEFICIARY'S STATEMENT

MISSION BANK, AS BENEFICIARY UNDER A DEED OF TRUST, RECORDED NOVEMBER 3, 2022 AS INSTRUMENT NUMBER 2022-0436915 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER FOR THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

_____
NAME TITLE DATED

VICINITY MAP
N.T.S.

CITY PLANNING COMMISSION STATEMENT

THIS IS TO STATE THAT I HAVE EXAMINED THIS MAP AND HAVE DETERMINED THAT SAID MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE CITY OF ATASCADERO ON JUNE 28, 2022, AND THE CONDITIONS IMPOSED THEREON.

_____ _____
PHIL DUNSMORE, COMMUNITY DEVELOPMENT DIRECTOR DATED
CITY OF ATASCADERO, CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY STATE THAT THIS SUBDIVISION WAS DULY ADOPTED AND APPROVED AND THE OFFERS OF DEDICATION FOR PUBLIC UTILITY EASEMENTS, STREET RIGHT OF WAY ALONG DEL RIO ROAD AND PUBLIC STORM DRAIN EASEMENTS ARE ACCEPTED ON BEHALF OF THE PUBLIC AND MAINTENANCE OF THE OFFERED PUBLIC STORM DRAIN EASEMENTS IS REJECTED, BY THE COUNCIL OF THE CITY OF ATASCADERO ON _____, 20___ AND THAT THE CITY CLERK WAS DULY AUTHORIZED AND DIRECTED TO ENDORSE HEREON ITS APPROVAL OF THE SAME.

_____ _____
LARA K. CHRISTENSEN, CITY CLERK DATED
CITY OF ATASCADERO, CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ATTACHED MAP ENTITLED PARCEL MAP AT 22-0011, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
NICHOLAS D. DEBAR, R.C.E. 89291, CITY ENGINEER DATED
CITY OF ATASCADERO

I, JOHN R. SANDERS, ACTING ON BEHALF OF THE CITY ENGINEER OF THE CITY OF ATASCADERO, DO HEREBY STATE THAT I HAVE EXAMINED THE MAP SHOWN HEREON AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
JOHN R SANDERS, L.S. 5812 DATED
ACTING CITY SURVEYOR

RECORDER'S (DISCLAIMER)

THE TABULATION, LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS AUTHORIZED TO BE RECORDED CONCURRENTLY WITH THIS MAP HAVE BEEN PROVIDED BY THE SUBDIVIDER OR BY THE LOCAL AGENCY APPROVING THE MAP. THE COUNTY RECORDER MAKES NO REPRESENTATIONS REGARDING THE ACCURACY OF THE TABULATION, LISTING AND NUMBERING OF ANY SEPARATE DOCUMENTS REFERRED TO ON THE MAP.

NOTE: THE FOLLOWING DOCUMENTS AFFECTING THE PROPERTY DENOTED HEREON ARE BEING RECORDED CONCURRENTLY HEREWITH:

1. TITLE: ROSEVEAR DRAINAGE AND ACCESS EASEMENT QUITCLAIM DOCUMENT NO:_____
2. TITLE: READY REAL DRAINAGE AND ACCESS EASEMENT QUITCLAIM DOCUMENT NO:_____
3. TITLE: BAUGHMAN DRAINAGE AND ACCESS EASEMENT QUITCLAIM DOCUMENT NO:_____
4. TITLE: GUTIERREZ DRAINAGE AND ACCESS EASEMENT QUITCLAIM DOCUMENT NO:_____
5. TITLE: WASSOM DRAINAGE AND ACCESS EASEMENT QUITCLAIM DOCUMENT NO:_____
6. TITLE: DECLARATION OF EASEMENTS, CC&Rs DOCUMENT NO:_____
7. TITLE: DEED NOTIFICATION OF DEVELOPMENT STANDARDS DOCUMENT NO:_____
8. TITLE: PEDESTRIAN ACCESS EASEMENT DOCUMENT NO:_____
9. TITLE: _____ DOCUMENT NO:_____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____, AT _____ ___M, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____ THROUGH _____ INCLUSIVE, AT THE REQUEST OF SUSAN ROBERTS.

DOCUMENT NO._____

FEE: _____

SIGNED: _____ BY:_____
COUNTY RECORDER DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF, M P ANNEX, LLC. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET ON OR BEFORE JULY 2024, AND THAT THE MONUMENTS ARE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____ _____
SUSAN ROBERTS LS 7690 DATED

LICENSED LAND SURVEYOR
SUSAN ROBERTS
NO. 7690
EXP. 12-31-24
STATE OF CALIFORNIA

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

FIRST AMERICAN TITLE INSURANCE COMPANY 4001-6742999 MAY 31, 2003 JOB No. 170103.51B SHEET 1 OF 5

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME _____

PERSONALLY APPEARED _____

AND _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THIER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

_____ _____

NOTARY SIGNATURE NAME (PRINTED)

COUNTY OF:_____ COMMISSION EXPIRES:_____

COMMISSION NUMBER: _____

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME _____

PERSONALLY APPEARED _____

AND _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THIER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

_____ _____

NOTARY SIGNATURE NAME (PRINTED)

COUNTY OF:_____ COMMISSION EXPIRES:_____

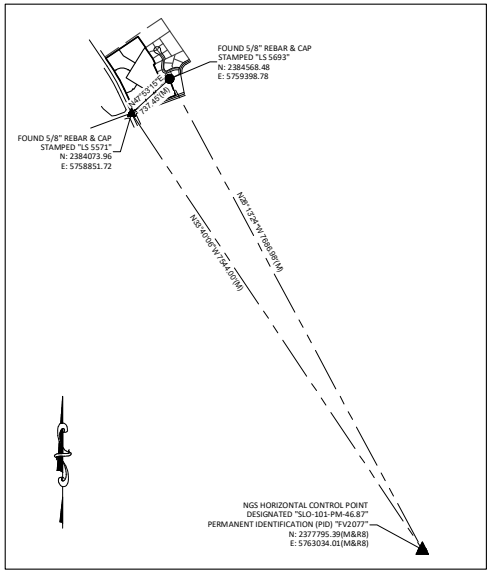
COMMISSION NUMBER: _____

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM NAD83(2011) EPOCH 2010.00, ZONE 5, U.S. SURVEY FEET. MAPPING ANGLE OF -01° 32' 45.96" TAKEN AT USGS BRASS DISK, DESIGNATED "SLO-101-PM-46.87", HAVING A PERMANENT IDENTIFICATION NUMBER (PID) OF "FV2077" SET IN THE SOUTHERLY SIDEWALK ON THE WESTERLY SIDE OF THE SAN ANSELMO ROAD OVERPASS OVER HIGHWAY 101, HAVING THE FOLLOWING HORIZONTAL COORDINATES, N: 2377795.39, E: 5763034.01 PER RECORD DATA SHEET. ALL DISTANCES SHOWN HEREON ARE GRID. MULTIPLY GRID DISTANCE SHOWN BY 1.00000671 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL MAP AT 22-0011

BEING A SUBDIVISION OF PARCEL 2 OF THE PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 13, THE PARCEL CREATED BY LOT MERGER AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED AT DOCUMENT NO. 2022-042621, PARCEL 3 OF THE PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 28 AND THE PORTION OF LOT 32 OF BLOCK 49 OF THE MAP OF ATASCADERO COLONY DESCRIBED AS PARCELS D1 AND D3 IN THE DEED RECORDED AT DOCUMENT NO. 2014-032189, IN THE OFFICE OF THE SAN LUIS OBISPO COUNTY CLERK/RECORDER
LYING WITH THE CITY OF ATASCADERO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



CONTROL SCHEME
SCALE: 1" = 1000'

SIGNATURE OMISSIONS

THE SIGNATURE OF THE OWNERS OF THE UNDERLYING DEEDS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 SUBSECTION (a-3-A-i) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

1. ATASCADERO MUTUAL WATER COMPANY, EASEMENT HOLDER PER BOOK 113, OF DEEDS, AT PAGE 56, RECORDED NOVEMBER 8, 1916
2. STATE OF CALIFORNIA, A POLITICAL BODY, EASEMENT HOLDER PER BOOK 72, PAGE 29, OF OFFICIAL RECORDS, BOOK 72, PAGE 159, OF OFFICIAL RECORDS, AND BOOK 72, PAGE 169, OF OFFICIAL RECORDS.
3. OFFER OF DEDICATION FOR ROAD EASEMENT PER BOOK 1588, AT PAGE 547, OFFICIAL RECORDS AND BOOK 1593, AT PAGE 656, OF OFFICIAL RECORDS.

UNPLOTTABLE EASEMENTS

THERE ARE CERTAIN UNPLOTTABLE EASEMENT AFFECTING THIS PROPERTY.

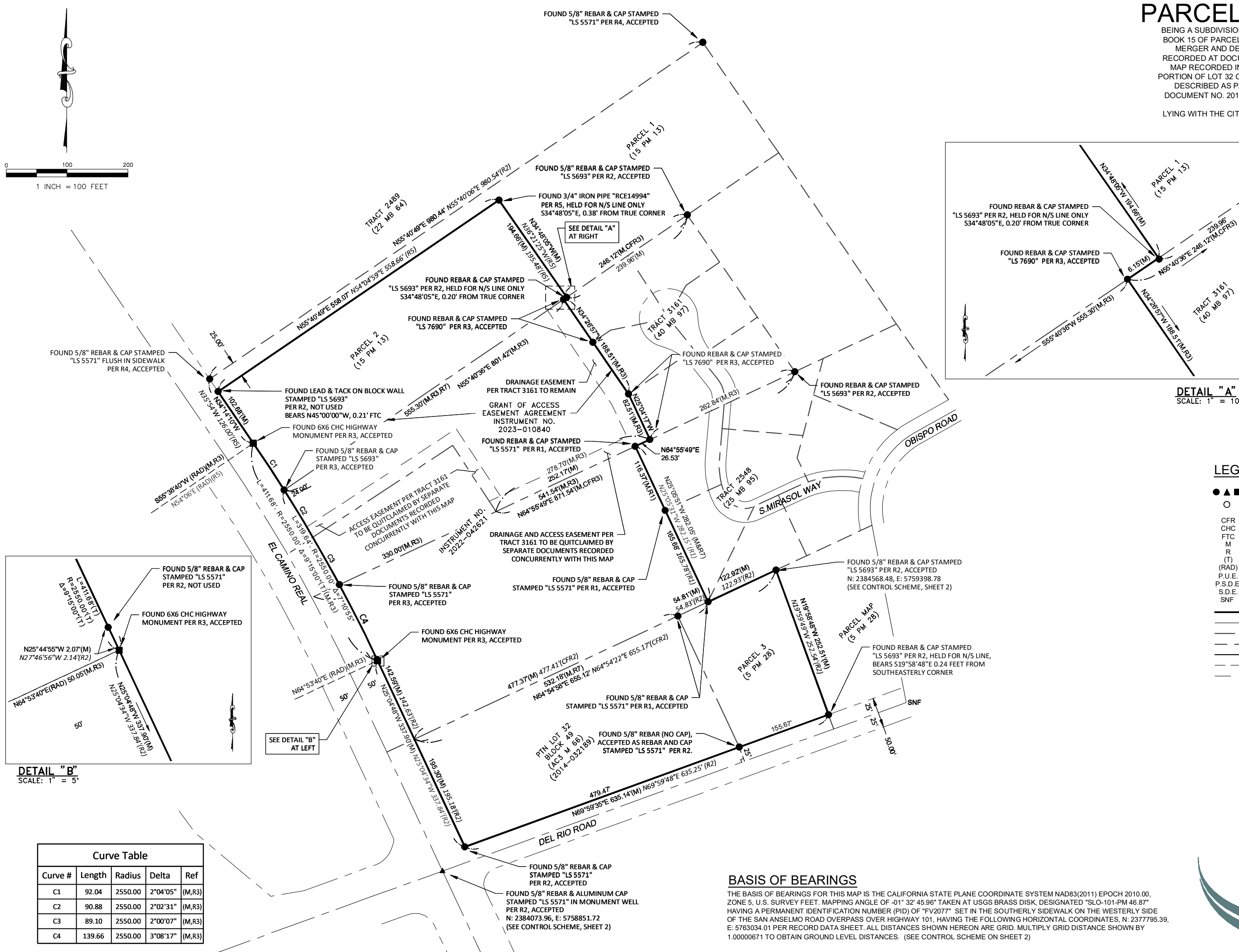
1. ATASCADERO MUTUAL WATER COMPANY, EASEMENT HOLDER PER BOOK 113, OF DEEDS, AT PAGE 56, RECORDED NOVEMBER 8, 1916
2. EASEMENTS FOR UTILITIES, IRRIGATION DITCHES, INGRESS AND EGRESS PURPOSES, PER BOOK 111, OF DEEDS, AT PAGE 285 AND BOOK 149, OF DEEDS, AT PAGE 10.
3. EASEMENT FOR UTILITIES, IRRIGATION DITCHES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES PER BOOK 117, OF DEEDS, AT PAGE 417.
4. EASEMENT FOR UTILITIES, IRRIGATION DITCHES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES PER BOOK 152, OF DEEDS, AT PAGE 123.
5. EASEMENT FOR UTILITIES, IRRIGATION DITCHES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES PER BOOK 106, OF DEEDS, AT PAGE 221.
6. 10' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY PER GRANT OF EASEMENT RECORDED IN DOCUMENT NO. 2023-014685.

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

FIRST AMERICAN TITLE INSURANCE COMPANY 4001-6742999 MAY 31, 2003 JOB No. 170103.51B SHEET 2 OF 5

PARCEL MAP AT 22-0011

BEING A SUBDIVISION OF PARCEL 2 OF THE PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 13, THE PARCEL CREATED BY LOT MERGER AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED AT DOCUMENT NO. 2022-042621, PARCEL 3 OF THE PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 28 AND THE PORTION OF LOT 32 OF BLOCK 49 OF THE MAP OF ATASCADERO COLONY DESCRIBED AS PARCELS D1 AND D3 IN THE DEED RECORDED AT DOCUMENT NO. 2014-032189, IN THE OFFICE OF THE SAN LUIS OBISPO COUNTY CLERK/RECORDER
LYING WITH THE CITY OF ATASCADERO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



Curve #	Length	Radius	Delta	Ref
C1	92.04	2550.00	2°04'05"	(M,R3)
C2	90.88	2550.00	2°02'31"	(M,R3)
C3	89.10	2550.00	2°00'07"	(M,R3)
C4	139.66	2550.00	3°08'17"	(M,R3)

LEGEND

- ● ▲ ■ FD MONUMENT, AS NOTED
- ○ SET 5/8" REBAR W/ CAP STAMPED "LS 7690" OR NAIL AND TAG STAMPED "LS 7690"
- CFR CALCULATED FROM RECORD
- CHC CALIFORNIA HIGHWAY COMMISSION MONUMENT
- FTC FROM TRUE CORNER
- M MEASURED
- R MAP REFERENCE
- (T) TOTAL
- (RAD) RADIAL BEARING
- P.U.E. PUBLIC UTILITY EASEMENT
- P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT
- S.D.E. STORM DRAIN EASEMENT, PRIVATE
- SNF SEARCHED, NOTHING FOUND
- TRACT BOUNDARY
- CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING PROPERTY LINE, OFF SITE
- PARCEL LINE
- EASEMENT, AS NOTED
- EASEMENT, AS NOTED

REFERENCES

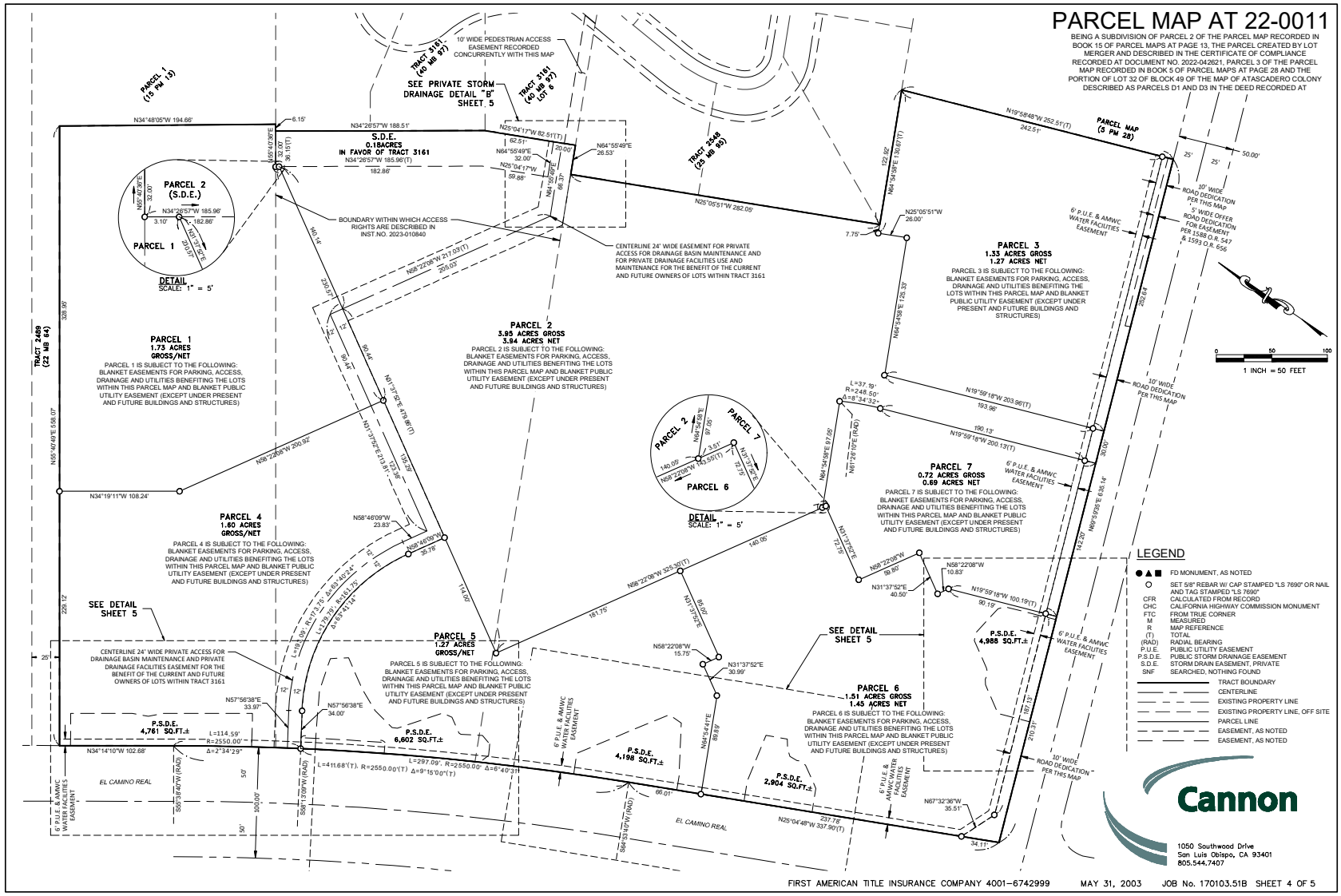
- R1 25 MB 95-96
- R2 98 LS 100
- R3 40 MB 97-100
- R4 22 MB 64-66
- R5 15 PM 13
- R6 127 LS 89-93
- R7 INST. NO. 2022-042621
- R8 NGS DATASHEET

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM NAD83(2011) EPOCH 2010.00, ZONE 5, U.S. SURVEY FEET. MAPPING ANGLE OF -01° 32' 45.96" TAKEN AT USGS BRASS DISK DESIGNATED "SLO-101-PM 46.87" HAVING A PERMANENT IDENTIFICATION NUMBER (PID) OF "FV2077" SET IN THE SOUTHERLY SIDEWALK ON THE WESTERLY SIDE OF THE SAN ANSELMO ROAD OVERPASS OVER HIGHWAY 101, HAVING THE FOLLOWING HORIZONTAL COORDINATES, N: 2377795.39, E: 5763034.01 PER RECORD DATA SHEET. ALL DISTANCES SHOWN HEREON ARE GRID. MULTIPLY GRID DISTANCE SHOWN BY 1.00000671 TO OBTAIN GROUND LEVEL DISTANCES. (SEE CONTROL SCHEME ON SHEET 2)

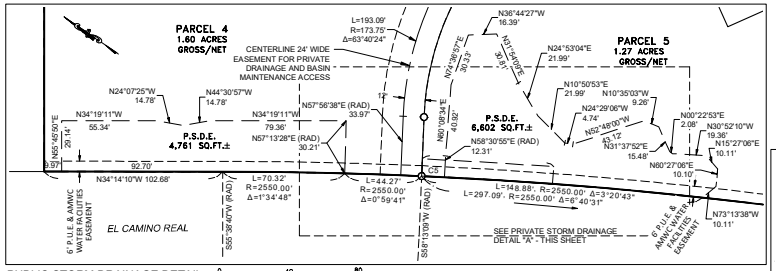
Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

FIRST AMERICAN TITLE INSURANCE COMPANY 4001-6742999 MAY 31, 2003 JOB No. 170103.51B SHEET 3 OF 5


PARCEL MAP AT 22-0011
BEING A SUBDIVISION OF PARCEL 2 OF THE PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 13, THE PARCEL CREATED BY LOT MERGER AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED AT DOCUMENT NO. 2022-042621, PARCEL 3 OF THE PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 28 AND THE PORTION OF LOT 32 OF BLOCK 49 OF THE MAP OF ATASCADERO COLONY DESCRIBED AS PARCELS D1 AND D3 IN THE DEED RECORDED AT
PARCEL 1 (15 PM 13)
TRACT 3161 (40 MB 97)
TRACT 3161 (40 MB 97) LOT 6
TRACT 2488 (25 MB 85)
PARCEL MAP (5 PM 28)
TRACT 2489 (22 MB 64)
10' WIDE PEDESTRIAN ACCESS EASEMENT RECORDED CONCURRENTLY WITH THIS MAP
SEE PRIVATE STORM DRAINAGE DETAIL "B" SHEET 5
S.D.E. 0.18ACRES IN FAVOR OF TRACT 3161
PARCEL 2 (S.D.E.)
PARCEL 1
DETAIL SCALE: 1" = 5'
BOUNDARY WITHIN WHICH ACCESS RIGHTS ARE DESCRIBED IN INST.NO. 2023-010840
CENTERLINE 24' WIDE EASEMENT FOR PRIVATE ACCESS FOR DRAINAGE BASIN MAINTENANCE AND FOR PRIVATE DRAINAGE FACILITIES USE AND MAINTENANCE FOR THE BENEFIT OF THE CURRENT AND FUTURE OWNERS OF LOTS WITHIN TRACT 3161
PARCEL 1
1.73 ACRES GROSS/NET
PARCEL 1 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 2
3.95 ACRES GROSS
3.94 ACRES NET
PARCEL 2 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 3
1.33 ACRES GROSS
1.27 ACRES NET
PARCEL 3 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 4
1.60 ACRES GROSS/NET
PARCEL 4 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 5
1.27 ACRES GROSS/NET
PARCEL 5 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 6
1.51 ACRES GROSS
1.45 ACRES NET
PARCEL 6 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
PARCEL 7
0.72 ACRES GROSS
0.69 ACRES NET
PARCEL 7 IS SUBJECT TO THE FOLLOWING: BLANKET EASEMENTS FOR PARKING, ACCESS, DRAINAGE AND UTILITIES BENEFITING THE LOTS WITHIN THIS PARCEL MAP AND BLANKET PUBLIC UTILITY EASEMENT (EXCEPT UNDER PRESENT AND FUTURE BUILDINGS AND STRUCTURES)
SEE DETAIL SHEET 5
P.S.D.E. 4,761 SQ.FT.±
P.S.D.E. 6,602 SQ.FT.±
P.S.D.E. 4,198 SQ.FT.±
P.S.D.E. 2,904 SQ.FT.±
P.S.D.E. 4,988 SQ.FT.±
CENTERLINE 24' WIDE PRIVATE ACCESS FOR DRAINAGE BASIN MAINTENANCE AND PRIVATE DRAINAGE FACILITIES EASEMENT FOR THE BENEFIT OF THE CURRENT AND FUTURE OWNERS OF LOTS WITHIN TRACT 3161
6' P.U.E. & AMWC WATER FACILITIES EASEMENT
10' WIDE ROAD DEDICATION PER THIS MAP
5' WIDE OFFER ROAD DEDICATION FOR EASEMENT PER 1588 O.R. 547 & 1593 O.R. 656
EL CAMINO REAL
1 INCH = 50 FEET
LEGEND
FD MONUMENT, AS NOTED
SET 5/8" REBAR W/ CAP STAMPED "LS 7690" OR NAIL AND TAG STAMPED "LS 7690"
CFR CALCULATED FROM RECORD
CHC CALIFORNIA HIGHWAY COMMISSION MONUMENT
FTC FROM TRUE CORNER
M MEASURED
R MAP REFERENCE
(T) TOTAL
(RAD) RADIAL BEARING
P.U.E. PUBLIC UTILITY EASEMENT
P.S.D.E. PUBLIC STORM DRAINAGE EASEMENT
S.D.E. STORM DRAIN EASEMENT, PRIVATE
SNF SEARCHED, NOTHING FOUND
TRACT BOUNDARY
CENTERLINE
EXISTING PROPERTY LINE
EXISTING PROPERTY LINE, OFF SITE
PARCEL LINE
EASEMENT, AS NOTED
EASEMENT, AS NOTED
Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407
FIRST AMERICAN TITLE INSURANCE COMPANY 4001-6742999
MAY 31, 2003
JOB No. 170103.51B SHEET 4 OF 5

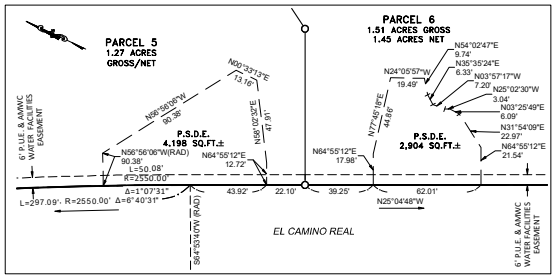
PARCEL MAP AT 22-0011

BEING A SUBDIVISION OF PARCEL 2 OF THE PARCEL MAP RECORDED IN BOOK 15 OF PARCEL MAPS AT PAGE 13, THE PARCEL CREATED BY LOT MERGER AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED AT DOCUMENT NO. 2022-042621, PARCEL 3 OF THE PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 28 AND THE PORTION OF LOT 32 OF BLOCK 49 OF THE MAP OF ATASCADERO COLONY DESCRIBED AS PARCELS D1 AND D3 IN THE DEED RECORDED AT DOCUMENT NO. 2014-032189, IN THE OFFICE OF THE SAN LUIS OBISPO COUNTY CLERK/RECORDER
LYING WITH THE CITY OF ATASCADERO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA



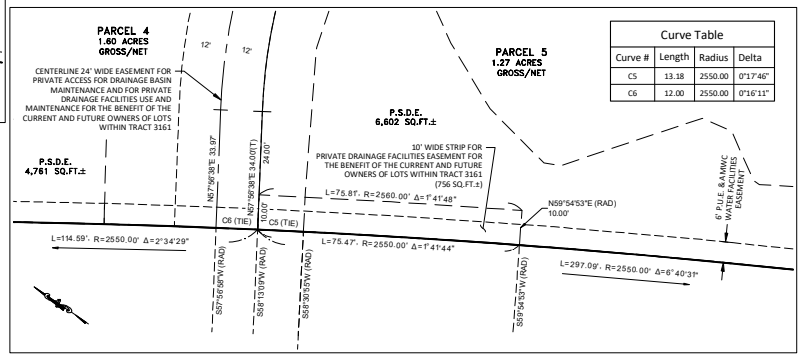
PUBLIC STORM DRAINAGE DETAIL
SCALE: 1" = 40'

0 40 80
1 INCH = 40 FEET



PUBLIC STORM DRAINAGE DETAIL
SCALE: 1" = 40'

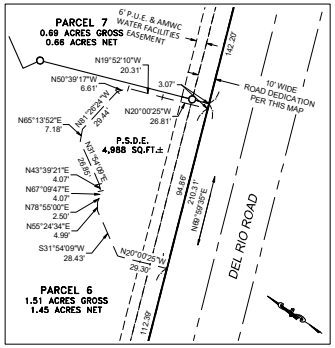
0 40 80
1 INCH = 40 FEET



Curve Table			
Curve #	Length	Radius	Delta
C5	13.18	2550.00	0°17'46"
C6	12.00	2550.00	0°16'11"

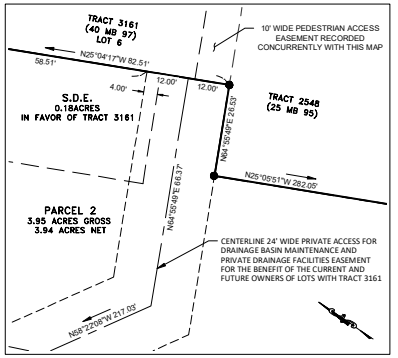
PRIVATE STORM DRAINAGE DETAIL "A"
SCALE: 1" = 20'

0 20 40
1 INCH = 20 FEET



PUBLIC STORM DRAINAGE DETAIL
SCALE: 1" = 40'

0 40 80
1 INCH = 40 FEET



PRIVATE STORM DRAINAGE DETAIL "B"
SCALE: 1" = 20'

0 20 40
1 INCH = 20 FEET

LEGEND

● ▲ ■	FD MONUMENT, AS NOTED
○	SET 5/8" REBAR W/ CAP STAMPED "LS 7690" OR NAIL AND TAG STAMPED "LS 7690"
CFR	CALCULATED FROM RECORD
CHC	CALIFORNIA HIGHWAY COMMISSION MONUMENT
FTC	FROM TRUE CORNER
M	MEASURED
R	MAP REFERENCE
(T)	TOTAL
(RAD)	RADIAL BEARING
P.U.E.	PUBLIC UTILITY EASEMENT
P.S.D.E.	PUBLIC STORM DRAINAGE EASEMENT
S.D.E.	STORM DRAIN EASEMENT, PRIVATE
SNF	SEARCHED, NOTHING FOUND
	TRACT BOUNDARY
	CENTERLINE
	EXISTING PROPERTY LINE
	EXISTING PROPERTY LINE, OFF SITE
	PARCEL LINE
	EASEMENT, AS NOTED
	EASEMENT, AS NOTED

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

FIRST AMERICAN TITLE INSURANCE COMPANY 4001-6742999 MAY 31, 2003 JOB No. 170103.51B SHEET 5 OF 5

Atascadero City Council

Staff Report – Fire Department

Structural Firefighting Personal Protective Equipment Replacement

RECOMMENDATION:

Council authorize the City Manager to execute a contract with Allstar Fire Equipment, Inc. for a total cost of $136,774 for the purchase of replacement Structural Firefighting Personal Protective Equipment.

DISCUSSION:

Each member of the Fire Department is equipped with two sets of structural firefighting personal protective equipment, or “turnouts”. A set of turnouts includes jacket, pants, suspenders, hood, boots and gloves. Turnouts are worn during any response to a building fire along with a helmet and breathing apparatus. Together, these are designed to provide protection from fire, smoke, steam, water and cancer-causing byproducts found in the smoke or debris. Due to the lengthy cleaning process that occurs after a fire and the need to have a clean set of turnouts ready for use, firefighters are issued two sets. The National Fire Protection Administration (NFPA) dictates the useful life of turnouts to be 10 years.

The Fire Department currently has one set purchased in 2018 which is used as the primary set of turnout gear. The second set, purchased in 2013, has now reached 10 years of service and is due for replacement. This request is for 30 individual sets of turnouts, including twenty-two for fulltime firefighters and eight for seasonal firefighters.

The Fire Department is requesting to purchase the same brand of turnouts that were purchased in 2018. They were manufactured by Lion and have proven to be a quality product. Additionally, Lion has implemented new cancer prevention features to limit the exposure of smoke and debris from coming into contact with firefighters’ skin. Allstar Fire Equipment is the regional vendor for Lion turnouts.

Authorization for the replacement of turnouts was included in the Vehicle and Equipment Replacement Fund for the 2023-2025 adopted budget.

In accordance with the City of Atascadero Purchasing Policy Section 2 (3.1), the City will be purchasing through the use of a competitively bid governmental contract in lieu of the formal bid process. Atascadero is a member of a nationwide buying consortium called NPPGov, which solicits bids from manufacturers for all types of products, including fire equipment. NPPGov receives pricing from fire equipment manufacturers,

publishes the costs and allows members to buy at that cost. Purchasing through a consortium allows Atascadero to follow the City Purchasing Policy and receive the negotiated price of a nationwide solicited bid without using an independent formal bid process.

FISCAL IMPACT:

The total cost of the turnouts is $136,774 of budgeted Vehicle and Equipment Replacement funds allocated for fiscal year 2023-2024.

ATTACHMENT:

None

Atascadero City Council

Staff Report – Fire Department

Confirming the Cost of Vegetative Growth and/or Refuse Abatement

RECOMMENDATION:

Council adopt the Draft Resolution, confirming the cost of vegetative growth (weeds) and/or refuse (rubbish) abatement.

DISCUSSION:

On April 11, 2023, Council adopted Resolution No. 2023-014, declaring vegetative growth and/or refuse a public nuisance, and authorizing the Fire Chief to proceed with the abatement process. On April 20, 2023, notices were mailed to property owners, informing them of the City's abatement requirements.

A total of 24 parcels were abated by the City this year. Our goal is to have zero parcels needing the City's mowing services. A review of the table below shows the results of our efforts over the last five years:

Year	Number of Parcels Abated by the City
2019	19
2020	21
2021	53
2022	39
2023	24

The initial weed inspection was conducted in the month of March and the list of parcels determined to be an existing, future or "potential" hazard was posted in the City Clerk's Office and at Atascadero Fire & Emergency Services, Fire Station 1. On May 9, 2023, a public hearing was held to hear objections to the vegetative growth and refuse abatement. A final inspection was conducted in June and an itemized list of those properties with abatement assessments were posted with the City Clerk and at Fire Station 1 on August 1, 2023.

FISCAL IMPACT:

The City will receive $58,355.72 from the 2023/2024 property tax rolls in weed abatement/refuse abatement assessments.

ATTACHMENTS:

1. Draft Resolution
2. Abatement Assessments County Tax Roll 23/24

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, CONFIRMING THE COST OF VEGETATIVE GROWTH/REFUSE ABATEMENT

WHEREAS, the Government Code of the State of California, Section 39500, et seq., provides that cities may declare vegetative growth (weeds) and refuse (rubbish) a public nuisance for the purpose of vegetative growth (weeds) and refuse (rubbish) abatement; and

WHEREAS, Atascadero Fire & Emergency Services did abate said nuisances within the provision of the Government Code, Section 39500, et seq.; and

WHEREAS, the cost of the work of abatement, plus the administrative fee, as shown on the Preliminary Special Tax Listing for 2023/2024 Tax Roll was submitted in accordance with Government Code Section 39574; and

WHEREAS, the Council of the City of Atascadero received the cost report and held a hearing to receive objections of any property owners liable to be assessed for the work of abatement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atascadero

SECTION 1. That the report of abatement costs is confirmed as presented; and

SECTION 2. That the costs of abatement constitutes a special assessment against the described parcels and shall be a lien on the property in accordance with Government Code Section 39577; and

SECTION 3. That the City Clerk is hereby directed to transmit to the proper officials of the County, a certified copy of the report for filing.

PASSED AND ADOPTED at a regular meeting of the City Council held on the 8th day of August, 2023

CITY OF ATASCADERO:

_____
Heather Moreno, Mayor

ATTEST:

_____
Lara K. Christensen, City Clerk

Abatement Date	APN	Contractor Cost	Admin Fee	Total Cost of Abatement	County Fee	Total Assessed
Book 28						
7/17/2023	028-172-014	$ 253.47	$ 687.75	$ 941.22	$ 2.00	$ 943.22
	Total (Book 28)	**$ 253.47**	**$ 687.75**	**$ 941.22**	**$ 2.00**	**$ 943.22**
Book 30						
7/17/2023	030-011-004	$ 422.45	$ 968.27	$ 1,390.72	$ 2.00	$ 1,392.72
7/24/2023	030-331-007	$ 84.49	$ 407.25	$ 491.74	$ 2.00	$ 493.74
7/7/2023	030-491-021	$ 2,305.37	$ 4,093.91	$ 6,399.28	$ 2.00	$ 6,401.28
	Total (Book 30)	**$ 2,812.31**	**$ 5,469.43**	**$ 8,281.74**	**$ 6.00**	**$ 8,287.74**
Book 31						
7/24/2023	031-023-013	$ 253.47	$ 687.75	$ 941.22	$ 2.00	$ 943.22
7/12/2023	031-114-001	$ 506.94	$ 1,108.52	$ 1,615.46	$ 2.00	$ 1,617.46
7/13/2023	031-161-033	$ 1,013.88	$ 1,950.04	$ 2,963.92	$ 2.00	$ 2,965.92
	Total (Book 31)	**$ 1,774.29**	**$ 3,746.31**	**$ 5,520.60**	**$ 6.00**	**$ 5,526.60**
Book 45						
7/19/2023	045-302-006	$ 2,534.70	$ 4,474.60	$ 7,009.30	$ 2.00	$ 7,011.30
	Total (Book 45)	**$ 2,534.70**	**$ 4,474.60**	**$ 7,009.30**	**$ 2.00**	**$ 7,011.30**
Book 49						
7/18/2023	049-122-036	$ 84.49	$ 407.25	$ 491.74	$ 2.00	$ 493.74
7/17/2023	049-133-028	$ 1,013.88	$ 1,950.04	$ 2,963.92	$ 2.00	$ 2,965.92
7/17/2023	049-163-044	$ 84.49	$ 407.25	$ 491.74	$ 2.00	$ 493.74
7/12/2023	049-163-056	$ 1,858.78	$ 3,352.56	$ 5,211.34	$ 2.00	$ 5,213.34
7/11/2023	049-225-020	$ 1,013.88	$ 1,950.04	$ 2,963.92	$ 2.00	$ 2,965.92
	Total (Book 49)	**$ 4,055.52**	**$ 8,067.14**	**$ 12,122.66**	**$ 10.00**	**$ 12,132.66**
Book 50						
7/11/2023	050-091-004	$ 84.49	$ 407.25	$ 491.74	$ 2.00	$ 493.74
7/11/2023	050-091-021	$ 337.96	$ 828.00	$ 1,165.96	$ 2.00	$ 1,167.96
6/21/2023	050-231-005	$ 1,508.75	$ 2,771.53	$ 4,280.28	$ 2.00	$ 4,282.28
	Total (Book 50)	**$ 1,931.20**	**$ 4,006.78**	**$ 5,937.98**	**$ 6.00**	**$ 5,943.98**
Book 54						
6/26/2023	054-262-005	$ 253.47	$ 687.75	$ 941.22	$ 2.00	$ 943.22
	Total (Book 54)	**$ 253.47**	**$ 687.75**	**$ 941.22**	**$ 2.00**	**$ 943.22**
Book 55						
6/13/2023	055-161-032	$ 929.39	$ 1,809.79	$ 2,739.18	$ 2.00	$ 2,741.18
7/24/2023	055-181-022	$ 168.98	$ 547.50	$ 716.48	$ 2.00	$ 718.48
7/10/2023	055-242-014	$ 1,436.33	$ 2,651.31	$ 4,087.64	$ 2.00	$ 4,089.64
7/24/2023	055-311-020	$ 253.47	$ 687.75	$ 941.22	$ 2.00	$ 943.22
7/24/2023	055-361-009	$ 422.45	$ 968.27	$ 1,390.72	$ 2.00	$ 1,392.72
6/16/2026	055-451-006	$ 1,351.84	$ 2,511.04	$ 3,862.88	$ 2.00	$ 3,864.88
6/19/2023	055-451-030	$ 1,351.84	$ 2,511.04	$ 3,862.88	$ 2.00	$ 3,864.88
	Total (Book 55)	**$ 5,914.30**	**$ 11,686.70**	**$ 17,601.00**	**$ 14.00**	**$ 17,615.00**
	Grand Total	**$19,529.26**	**$38,826.46**	**$58,355.72**	**$48.00**	**$58,403.72**

Atascadero City Council

Staff Report – Public Works Department

Public Safety Facility Project
Owner's Representative Services Contract

RECOMMENDATION:

Council award a professional services agreement with Vanir Construction Management, Inc. for $2,597,084 to provide Owner's Representative services for the Atascadero Public Safety Facility Project (Project No. C2021B01).

BACKGROUND:

For several decades, the City has recognized the current Fire Station #1 facility is deficient to meet current and future public safety needs. Building improvements to accommodate living quarters were identified and completed in the late 1990's, and additional exterior access improvements constructed in 2012. However, it was understood these improvements were short-term in nature, intended to allow the facility to continue to function until resources were available to construct a new fire station.

Currently, the Atascadero Fire Department houses administrative staff at the City Hall Building at 6500 Palma Avenue, with operations personnel and equipment at Fire Station #1 (6005 Lewis Avenue) and Fire Station #2 (9801 West Front). Fire Station #1 is a 5,400 square foot facility constructed in 1952 and is no longer considered operationally or structurally sufficient.

Although their facility needs are not as acute, the Police Department faces similar issues with their building at 5505 El Camino Real. This facility currently houses Police Department administration and operations, including Emergency Dispatch, and the City's Emergency Operations Center (EOC). The Police Headquarters building was originally constructed in 1960 (as a commercial structure) but purchased and remodeled by the City in 1990 as the Police Headquarters, and is approximately 12,500 square feet with additional storage in the enclosed parking area. Although the building has undergone significant upgrades and reconfiguration to allow for use as Police Headquarters, it was not constructed initially as a public safety facility and will have significant functional limitations as the City continues to grow.

Due to the existing facilities constraints and anticipated growth, staff is evaluating options to meet current and future public safety service needs. The preferred alternative is to build a Public Safety Facility (APSF) which will be a joint-use facility, housing Administration and Operations for both the Law Enforcement and Fire

Departments, as well as the Emergency Operations Center. The proposed APSF will combine Atascadero Public Safety services at a single location. Specifically, the City sought a parcel within or near the downtown core in order to continue to provide services from a centralized location. A suitable site was identified, the State of California's former California Army National Guard armory property at 6105 Olmeda Avenue. The City is currently in negotiations with the State to acquire this 3.55 acre lot for construction of the APSF, but procurement of the property is not assured. The site includes existing improvements (primary Armory structure and parking area), which would need to demolished prior to construction.

Should the preferred site not be able to be obtained, feasibility of construction of a new Fire Station #1 at the existing 6005 Lewis Avenue site is being evaluated.

LOCATION MAP

As noted above, staff has identified two potential properties for construction of a new public safety facility. A working group comprised of representatives from Fire, Police, City Manager's office and Public Works have been meeting since early 2021. Over the past two years this group has toured recently completed fire stations and public safety facilities, met with other local agency staff, architects and construction managers, and been in negotiations with the State for acquisition of the 6105 Olmeda Avenue site.

DISCUSSION:

After an evaluation of alternatives, utilizing “Design-Build” for the Public Safety Facility was determined to be the best approach. This delivery method differs from traditional “Design-Bid-Build” in that the contractor is brought on much earlier in the process, provides their own design team, and works closely with the City and their representative to design and build the project for an established maximum price. The benefit to this delivery method on a project of this complexity is a more collaborative approach, and potentially, significant cost savings. However, in order to ensure that the needs of the project are met, it is imperative the City have an experienced Owner’s Representative.

Staff issued an RFP to provide Owner’s Representative services in May 2022 with a work scope that includes project management, master architecture for concept design and bridging documents, bid and award support, and construction management services. Additionally, and specific to this project, is an initial phase to conduct a space needs analysis for both Fire and Police, and use this information to evaluate feasibility of facilities at both potential project sites. Prior to the completion of the first phase of work, the City anticipates knowing whether or not the acquisition of the Armory site at 6105 Olmeda Avenue is moving ahead or not. Once a final project site is selected, the Consultant will begin the secondary phase of work, including facility programming and the preliminary site plan.

A single proposal was received from Vanir Construction Management, Inc. The proposals were individually reviewed and scored by a technical selection committee according to experience with similar projects, responsiveness to City needs, experience of key personnel and other factors. The committee was particularly interested in the experience of the consultants specific to public safety facilities and the design-build project delivery method. To ensure that staff was confident working with the proposed team, a finalist interview was held on July 12, 2023. This meeting confirmed to staff that this team is well qualified and the right choice for this project.

Vanir provided a detailed fee estimate worksheet with their proposal that included labor hours/costs, reimbursable expenses, and subconsultant fees for the work scope identified in the RFP. Staff reviewed and discussed the fee estimate worksheet and proposal work scope and has found it to be reasonable and fair. If awarded, the basis of compensation will be actual labor hours worked plus reimbursable expenses and subconsultant fees. It is important to note that while the total contract amount is $2,597,084, approximately $1,800,000 is dedicated to construction management and project closeout, so the FY23/24 project budget of $1,000,000 is expected to sufficient to cover this year’s project costs.

The City will contract separately to provide survey, geotechnical site investigation and recommendations, and environmental support services. The extent of these services will be largely contingent upon which site is ultimately chosen.

Space Needs Assessments and Feasibility Studies are expected to be completed by the start of 2024, with concept design and bridging documents completed by summer 2024. Selection of design-build contractor, design development and permitting will

extend through the remainder of 2024, with construction scheduled to extend from 2025 through 2026.

FISCAL IMPACT:

This project is included in the adopted FY 2023-2025 budget that includes $5,000,000 in Sales Tax Measure D-20 and Other Long-Term Funding Sources. Total project cost is currently estimated at $40 million, but final costs will be contingent upon facility size, site conditions, and other factors. Estimated expenditures and funding below is for "soft costs" only, with additional budgeted funds to be utilized for construction. Concurrent with the preliminary design process, staff will be evaluating funding alternatives for project construction.

ESTIMATED EXPENDITURES (DESIGN & CONSTRUCTION SUPPORT)		
Owner's Representative Pre-Construction Services (Phase 1-3)	**$**	**756,753**
Pre-Construction contracted support services (survey, geotechnical, environmental permitting) and staff administration		350,000
Owner's Representative Construction Services (Phase 4-6)		**1,840,331**
Construction contracted support services and staff administration		302,916
Total Estimated Expenditures:	**$**	**3,250,000**

BUDGETED FUNDING		
Sales Tax Measure D-20 Funds	$	5,000,000
Total Estimated Funding Sources	**$**	**5,000,000**

Projected Net Project Surplus / (Shortfall)	**$**	**1,750,000**

ALTERNATIVES:

Council may direct staff to resolicit for Owner's Representative services for the project, but staff does not recommend this alternative since the proposal received was highly qualified and competitive.

ATTACHMENTS:

None

Atascadero City Council

Staff Report - Public Works Department

Water Reclamation Facility Update and Alternatives Analysis Presentation

RECOMMENDATION:

Council receive and file the Water Reclamation Facility Alternatives Analysis and direct staff to move forward into the design phase for Water Reclamation Facility replacement.

REPORT IN BRIEF:

The City is in the early design development stages of the replacement of the Water Reclamation Facility (WRF), having recently completed an Alternatives Analysis evaluating treatment type alternatives. Replacement of the existing stabilized pond system WRF with a more mechanical system is driven by past and future population and commercial growth in the City, as well as the intention of Atascadero State Hospital to connect and new regulatory requirements. This report provides a history of the current WRF, the regulations and criteria for the future treatment plan, and an evaluation of alternatives and the next steps in the process.

DISCUSSION:

Background

The City of Atascadero provides wastewater collection and treatment service for most non-residential properties and a portion of the City's residential population serving a combined area consisting of approximately 2,000 acres of the roughly 15,000 acres within the City boundary. Customers of the wastewater collection and treatment system are comprised of approximately 5,000 parcels that include residential, commercial, and light industrial customers. The remainder of the City's population is served by on-site wastewater treatment systems (septic systems).

The City of Atascadero assumed ownership and operation of the wastewater collection and treatment system from the Atascadero County Sanitation District in 1982 shortly after incorporation (1979). The Water Reclamation Facility (WRF) was originally constructed in 1980, with several upgrades since that time to increase operational effectiveness. The existing WRF is classified as a stabilized pond treatment system and is permitted for a maximum month flow (MMF) of 2.39 Million Gallons Per Day (MGD). The WRF treats incoming sewage using screens and biological treatment ponds. Settled solids are collected from the bottom of the facultative lagoon periodically and dried onsite in

concrete-lined sludge drying beds before hauling for disposal. Treated effluent is percolated in basins onsite for final polishing treatment through the soil, ultimately recharging the underlying groundwater basin. A well sited downstream of the percolation basins extracts a mix of treated effluent and groundwater for reuse as irrigation at Chalk Mountain Golf Course.

Since construction of the WRF in 1980, the City of Atascadero has nearly doubled in population, with much of that increase occurring within more densely developed areas of town and have existing City sewer access. By the late 1990's, it was apparent that modifications to the WRF would be required to allow for further City growth and wastewater treatment. Reports were conducted in 1997 (Brown & Caldwell), 2011 (AECOM), and 2016 (MKN) that provided an evaluation of the wastewater flows and loading, plant hydraulics and treatment capacity, and recommendations for addressing issues and improving operations at the plant. Some, but not all of these recommendations were implemented, and the WRF today continues to operate at or near the upper limits for capacity. It is important to note that while the permitted maximum flow rate is 2.39 MGD, actual treatment capacity of the WRF is approximately 1.4 MGD.

On September 25, 2020 the Central Coast RWQCB adopted the General Waste Discharge Requirements Order No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day (General Permit). The City applied for enrollment in the new General Permit in December 2021, and became formally enrolled in the new permit on June 6, 2023. The General Permit adopts stringent effluent discharge requirements for discharge of treated effluent to land. The most notable requirements for the City include a total dissolved solids (TDS) limit of 550 milligrams per liter (mg/L) and a chloride limit of 70 mg/L. Currently, the City operates under the General Waste Discharge Requirements Order No. 01-014, and routinely discharges TDS greater than 900 mg/L and chlorides greater than 230 mg/L. With regard to organic loading, the

new key parameter is the addition of a total Nitrogen effluent limitation of 10 mg/L. The Table below outlines the existing and future WDR limitations for facility effluent:

Table 3-1. City of Atascadero's Water Reclamation Facility Effluent Limitations

	CURRENT WDR LIMITATIONS		FUTURE WDR LIMITATIONS	
CONSTITUENT	CONCENTRATION[3]	UNITS	CONCENTRATION	UNITS
Settleable Solids	0.3	mL/L	0.1[2]	mL/L
Total Suspended Solids	-	-	30[2]	mg/L
sBOD(current)/BOD5(future)	100	mg/L	30[2]	mg/L
Total Dissolved Solids	1000	mg/L	550[1]	mg/L
Sodium	200	mg/L	65[1]	mg/L
Chloride	250	mg/L	70[1]	mg/L
Nitrate (as N)	8	mg/L	NA	-
Boron	1	mg/L	0.3[1]	mg/L
pH	6.5-8.3	-	6.5-8.4	-
Sulfate	-	-	85[1]	mg/L
Total Nitrogen (as N)	-	-	10[1]	mg/L

[1]25 month rolling median as defined in Order No. R3-2020-0020

[2]30-day Average for an activated sludge, membrane biological reactor, sequencing batch reactor, or similar system. For a trickling filter system, the 30-day Average limits are (BOD_5=30; TSS=30; Settleable Solids=0.3) and for a pond treatment system the 30-day Average limits are (BOD_5=45; TSS=45; Settleable Solids=0.3). The new WDR also includes 7-day Average and Maximum limits.

[3]Current Order No. 01-014 maximum concentrations for effluent discharged from the WRF.

Additional drivers for WRF replacement include the stated interest of Atascadero State Hospital (ASH) to send their screened wastewater to the WRF for treatment and disposal, potential expansion of the City's collection system to include up to an additional approximately 1,700 parcels (predominantly single family residential), and State legislation (SB 9, AB 68, etc.) prioritizing residential densification. See chart on next page for current and expected future wastewater flows:

Table 6-1: Summary of Historical and Projected Flows and Loads (City Buildout, LAMP Areas, and ASH)

PARAMETER		AA	MM	MW	MD	ADWF	AWWF
Historical Flow (MGD)		1.3	2.1	2.4	3.2	1.2	1.4
Projected Flow (MGD)		2.2	3.5	4.0	5.2	2.0	2.5
BOD							
	Historical Loading (ppd)	3,270	4,700	-	-	-	-
	Projected Loading (ppd)	5,470	8,200				
TSS							
	Historical Loading (ppd)	2,780	4,950	-	-	-	-
	Projected Loading (ppd)	4,640	8,350				
TKN							
	Historical Loading (ppd)	654	939	-	-	-	-
	Projected Loading (ppd)	1,100	1,640				
Ammonia							
	Historical Loading (ppd)	393	564	-	-	-	-
	Projected Loading (ppd)	660	990				

AA – Average daily flow *MM – Maximum monthly flow* *MW – Maximum weekly flow*
MD – Maximum daily flow *ADFW – Average Daily Flows during three driest months of the year*
AWWF – Average Daily Flows during three highest precipitation months of the year

As a result of the multiple needs, constraints and opportunities listed above, the City initiated a WRF Alternatives Analysis in late 2020, contracting with Water Systems Consulting (WSC) to conduct the analysis. Originally, the Alternatives Analysis was intended to evaluate and select potential WRF secondary and tertiary treatment processes. However, the scope was modified as it became apparent that viable treatment train options were limited, and the larger questions pertained to how to deal with individual constituent loadings, particularly as related to salts. After multiple reviews by City staff and resulting revisions, the final Alternatives Analysis was completed in February 2023 (Attachment 1).

Analysis

Treatment Fundamentals and Options

Fundamentally, wastewater treatment is a multi-stage process utilizing mechanical and biological systems to remove solids, pathogens, and nitrogenous and carbonaceous loads from the waste stream. The following sections describe the basic treatment processes.

Screening/Headworks

Solids are handled through an influent screening process at the WRF headworks. Solids include a large variety of non-organic items that can be introduced into the waste stream, including rags, hygiene products, batteries, etc. These items are screened out of the influent prior to beginning treatment. The current WRF headworks was constructed in 2013 and is adequately sized to handle current and near-term flows. The headworks will be evaluated as part of the WRF replacement process and it is anticipated there will be improvements recommended specific to the selected secondary treatment method.

Secondary Treatment

There are a number of secondary treatment methods available, ranging from more passive systems similar to the existing WRF to more mechanical systems. The focus of the secondary treatment process is the removal of biological (nitrogenous) constituents. All of these secondary treatment methods use a combination of managed aerobic and/or anaerobic processes to remove dissolved and suspended organic matter from the waste stream. More passive systems like the existing stabilized pond system relies on retention time to allow for treatment processes. The advantage of passive systems is a minimum of equipment use and low energy and maintenance needs. The tradeoff with these passive systems is that they require very large areas and have more difficulty handling large peak flow events.

Advanced secondary treatment speeds up the treatment process and allows the City to meet the new WDR permit Nitrogen limits for effluent through the introduction of mechanical and/or filtration systems. Processes evaluated in the Alternatives Analysis and supplementary Secondary Treatment Analysis, prepared by Michael K. Nunley and Associates, included a conventional activated sludge system (MLE), Oxidation Ditch System, and a Membrane Bioreactor. All of these systems are built off “natural” treatment systems, but use technology to shorten the duration of time needed to process the wastewater and reduce the treatment footprint to a small fraction of what it is today.

Tertiary Treatment

Finally, tertiary treatment would be necessary to reduce carbonaceous constituents such

as Total Dissolved Solids (TDS), Chloride, Sodium and Sulfate below the effluent limits required by the new WDR General Permit. These constituents are non-organics dissolved in the wastewater. As the Alternative Analysis notes, "meeting the new WDR limits is not possible with the City's current (or proposed future) technology because the Atascadero Mutual Water Company (AMWC) source water is currently higher in TDS and Chlorides than the Basin Plan WQO. There are multiple options of reducing TDS and Salts (Chloride and Sodium) in the water cycle, including chemical softening or Reverse Osmosis at the source (AMWC), reducing introductions of salts in the waste stream (limiting or banning personal regenerating water softeners), or blending of other imported water sources with low carbonaceous constituents.

Tertiary treatment, and specifically Reverse Osmosis, is the only viable alternative for reducing TDS and Salts below the new effluent limits at the WRF. Reverse Osmosis is energy intensive and creates a salt brine waste stream that would require an entirely new and separate disposal process.

Alterative Analysis Findings and Alternatives

WSC, working closely with City staff, evaluated in the Alternatives Analysis multiple secondary treatment methods to meet the organics removal component of the new WDR permit, and potential options for how to address the new TDS and Salts effluent limits. This evaluation included review of past documents, studies and recommendations, an update of current and anticipated future wastewater flows and loads, and multiple discussions and meetings with Regional Water Quality Control Board (RWQCB), Atascadero State Hospital (ASH), and AMWC staff. WSC then evaluated and provided estimates of cost for an upgraded Activated Sludge Treatment, Oxidation Ditch, and Membrane Bioreactor systems. As with any solution, there are tradeoffs for each alternative.

Given the expectation that future regulatory requirements will only become more stringent, WSC ultimately recommended MBR, as this process produces the highest-quality effluent suitable for direct reuse, no additional filtration is required prior to TDS and salt removal, and is considered the most advanced available technology for treatment of wastewater. It is anticipated that the high effluent quality produced by MBR may be a significant factor in negotiations with the RWQCB regarding modification to TDS and Salts limits, or alternative compliance methods. The tradeoffs for this high-quality effluent are more technical Operations and Maintenance requiring higher certified operators, higher energy use due to the filtration component, and a higher sensitivity to large peak flows due to its smaller footprint.

Following completion of the draft Alternatives Analysis, City staff requested a peer review of the document by Michael K. Nunley & Associates (MKN), along with a separate Secondary Treatment Evaluation. MKN used a separate decision matrix to evaluate the same three secondary options that gave greater weight to staffing and maintenance, with a reduced emphasis on effluent quality and effluent reuse. Using this methodology, and assuming that the City will be able to negotiate out of strict enforcement of the requirements for salt removal, MKN recommends an Oxidation Ditch with secondary clarifiers for secondary treatment. While the initial capital costs associated with the Oxidation Ditch exceed the MBR, MKN has calculated the 20-year life cycle cost of the Oxidation Ditch to be below that of the MBR.

As evidenced by the different recommendations of two experienced and well qualified consultants (see below for evaluation tables), small changes to what the City determines to be the key focus (capital costs, lift-cycle costs, effluent quality and recycled water feasibility, process flexibility, staffing requirements, etc.) will ultimately dictate the selection of a treatment process. Additionally, new technological advances, notably with regard to modular package MBR systems, and the ability of City staff and contracted consultants to negotiate change to the permit requirements for salt removal, may tilt the scales a different direction as the project progresses into detailed design.

WSC Secondary Treatment Matrix
(1 – Highest, 3 – Lowest)

Secondary Treatment Process	Effluent Quality	Potential for Reuse	Ease of Adding Salt Removal	Ease of O&M	Reliability	Space Needs	Overall Ranking
Parkson Biolac Wave	3	3	3	3	3	3	3
Oxidation Ditch	2	2	2	1	1	2	2
MBR	1	1	1	2	2	1	1

MKN Secondary Treatment Matrix
(3 – Highest, 1 – Lowest)

Table 4-1: Qualitative Evaluation Ranking of Secondary Treatment Alternatives		Alternative		
Criterion	Weight	1. MLE Activated Sludge	2. Oxidation Ditch	3. MBR
Effluent Quality	5	2	2	3
Staffing Requirements	3	2	3	1
Process Flexibility	3	2	1	2
Process Expandability	4	1	2	3
Maintenance/Reliability	4	2	3	1
Energy Requirements	2	3	2	1
Solids Handling Impacts	2	2	3	1
Advanced Treatment Compatibility	3	2	2	3
Weighted Total Score		**46**	**58**	**53**

WRF Replacement Design and Construction Process

Major upgrade to the WRF is inevitable given growth within Atascadero and ever

increasing and more stringent regulatory requirements. As noted previously, the existing stabilized pond treatment system has served the City well and provides a low operating cost solution for wastewater treatment. However, the current pond footprint maximizes the available space and cannot be further expanded. Additionally, the existing WRF will not be able to meet the new effluent limits for organics. With the recent enrollment in the new WDR General Permit, the City now has 24 months to either meet the new effluent limits (which is not possible), or submit a Time Schedule Order (TSO). In order to approve a TSO, the RWQCB has a number of requirements, including preparation of a detailed pathway to meeting salinity and nitrogen reduction performed to achieve compliance with relevant permit limits, a detailed time schedule for improvements, and a detailed description of past and anticipated efforts.

Given all the background work that has been completed to date, and in order to keep moving toward compliance, staff recommends moving into formal project design at this time. The design phase includes preliminary engineering, environmental permitting, final design, preparing construction plans, specifications, and cost estimates to get the project to a “shovel ready” (bid ready) state. Project funding, grant applications, and a financial plan for construction will also occur and be coordinated with the design phase. The City will need to contract with a number of consultants to assist in this effort and through construction and final commissioning of the WRF retrofit and secondary treatment process upgrades. Furthermore, staff will be coordinating with AMWC, ASH, and interdepartmentally throughout this process in order to ensure the project supports future growth and opportunities.

The following support tasks are expected to support the primary engineering design and environmental permitting:

1. Coordination/meetings with RWQCB staff

a. Preparation of TSO Application.

b. Negotiation for TDS/Salts compliance pathways.

c. Determination of feasibility for individual constituent limits or a Basin Plan Amendment.

2. Coordination with ASH and AMWC staff

a. Participation in negotiating agreement for ASH connection to WRF and pre-treatment requirements.

b. Evaluation of partnership opportunities and potential agreements with AMWC for TDS, Salts and PFOS reduction.

3. Evaluation of feasibility of recycled water program. (Significant funds through a variety of Federal and State grants are available and this element could have a significant impact on ability to negotiate new Salt limits)

4. Financing alternatives, preparation of updated Wastewater Rate Study (CIP Project, FY 23/24), and the pursuit of potential grant opportunities.

5. Sewer System Management Plan Update and Audit (CIP Project, FY 23/24)

6. Wastewater Master Plan Update (CIP Project, FY 23/24)

7. Technical Reports required by the new WDR General Permit (due date in parenthesis)

a. Groundwater Monitoring Plan (October 6, 2023)

b. Capital Improvement Plan (June 6, 2024)

c. Operations and Maintenance Manual (June 6, 2024)
d. Climate Change Adaptation Plan (June 6, 2025)
8. Public outreach and educational efforts

In order to meet the regulated timelines and provide for future expected growth of the City, the schedule below outlines key anticipated dates for the WRF project:

August 2023	Issue RFP for Design Phase
September 2023	Begin preliminary design evaluation, environmental process determination, and preparation of WDR Technical Reports
Spring 2024	Select secondary treatment type and begin project environmental documents and detailed design
Summer 2025	Construction PS&E Documents Complete
Fall 2025 – Spring 2027	WRF Construction

Conclusion

The City has operated the wastewater collection and treatment systems in a very economical manner for nearly 40 years with a stabilized pond treatment system. Anticipated future growth and expansion of the wastewater collection system within Atascadero, along with the stated desire of ASH to connect to the City's system and new State (RWQCB) treatment requirements necessitate the replacement of the existing treatment plant. Work has been done to narrow down the feasible alternatives for the new treatment plant process, but in order to finalize treatment type and meet imposed regulatory timelines, staff recommends that Council approve proceeding into the design phase. Staff will bring final design recommendations, anticipated costs and financing alternatives to Council for review and approval, likely in the spring of 2024.

FISCAL IMPACT:

Approving staff recommendations will authorize the expenditure of an estimated combined $2,750,000 in budgeted Wastewater funds during fiscal year 2023/24 and fiscal year 2024/25 for project management, environmental permitting and design engineering.

ALTERNATIVES:

Council could take no action and direct staff to return with other options.

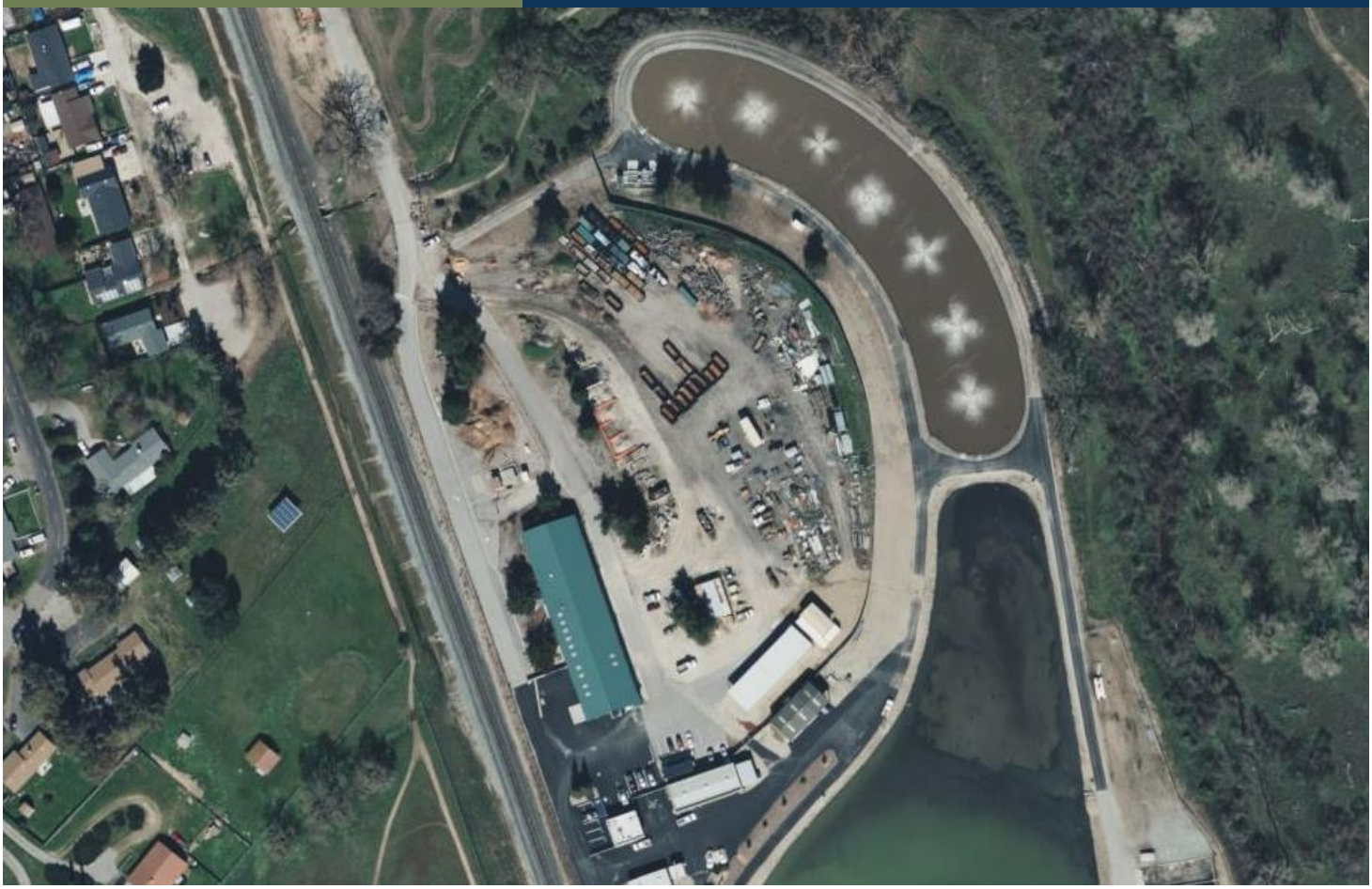
ATTACHMENTS:

1. Wastewater Reclamation Facility Alternatives Analysis (WSC, February 2023)
2. Draft Secondary Treatment Evaluation (MKN, May 2023)
3. WDR General Permit Enrollment Letter (June 6, 2023)

WATER RECLAMATION FACILITY ALTERNATIVES ANALYSIS

City of Atascadero

FEBRUARY 2023 | WATER SYSTEMS CONSULTING



CITY OF ATASCADERO, CALIFORNIA

WATER RECLAMATION FACILITY ALTERNATIVES ANALYSIS

FEBRUARY 2023

Final

Prepared by Water Systems Consulting, Inc

ACKNOWLEDGEMENTS

The Water Reclamation Facility Alternatives Analysis was prepared by Water Systems Consulting, Inc. The primary authors are listed below.

Kendall Stahl, PE

Dylan Wade, PE

Joshua Reynolds, PE

Water Systems Consulting, Inc. would like to acknowledge the significant contributions of the City of Atascadero. The primary contributors are listed below.

Ryan Hayes, PE

Nick DeBar, PE

CONTENTS

Contents

ACROYNMS AND ABBREVIATIONS

ASH	Atascadero State Hospital
CITY	City of Atascadero
LAMP	Local Area Management Plan
GENERAL PERMIT	General Waste Discharge Requirements Order No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater Than 100,000 Gallons per Day
MG/L	Milligrams per Liter
OWTS	Onsite Wastewater Treatment Systems
TDS	Total Dissolved Solids
TM	Technical Memorandum
RWQCB	Regional Water Quality Control Board
WRF	Water Reclamation Facility
BOD	Biological Oxygen Demand
TSS	Total Suspended Solids
AA	Average Annual
MW	Maximum Week
MD	Maximum Day
MGD	Million Gallons per Day
MMF	Maximum Month Flow
PH	Peak Hour
TKN	Total Kjeldahl Nitrogen
PPD	Pounds per Day
WSC	Water Systems Consulting
WQO	Basin Plan Water Quality Objective
AMWC	Atascadero Mutual Water Company
SNMP	Salt and Nutrient Management Plan
WQR	Water Quality Requirements
MBR	Membrane Bioreactor

RO	Reverse Osmosis
UV	Ultraviolet
AACE	Association for the Advancement of Cost Engineering

WATER RECLAMATION FACILITY

Alternatives Analysis

This Alternatives Analysis for the Water Reclamation Facility Process Improvements and Upgrades Project is an important step in understanding what needs to be done to meet new California Waste Discharge Requirements and to define and deliver Water Reclamation Facility improvements and upgrades that improve water quality, reliability, and resiliency.

KEY DRIVERS FOR IMPROVEMENT ALTERNATIVES

- New discharge permit with stringent limitations
- Capacity for growth
- City and Atascadero State Hospital's future wastewater treatment needs

Executive Summary

Objective

The City of Atascadero (City) selected Water Systems Consulting (WSC) to prepare this Alternatives Analysis for the Water Reclamation Facility (WRF) Process Improvements and Upgrades Project. The Alternatives Analysis evaluates the options available to the City to increase WRF capacity to accommodate City growth; expand the wastewater collection system into areas currently served by septic systems; and improve the WRF so that it will comply with the General Waste Discharge Requirements General Order R3-2020-0020 (General Permit). Prior analysis of WRF upgrade options occurred prior to the adoption of the General Permit.

As shown in Table E1 below, the General Permit includes significant reductions in effluent limits compared to the City's current effluent limits established in the City's Waste Discharge Order (WDR), No. 01-014.

Table: E1: Comparison of Current Effluent Limits with New Effluent Limits

Constituent	Current Effluent Limits	General Permit Effluent Limits	Units
Settleable Solids	0.3	0.1	mL/L
BOD5	100	100	mg/L
TDS	1,000	550	mg/L
Sodium	200	65	mg/L
Chloride	250	70	mg/L
Nitrate (as N)	8	2.3	mg/L
Total Nitrogen	-	10	mg/L
Boron	1	0.3	mg/L
Sulfate	-	85	mg/L
pH	6.5 – 8.3		

The reduction of the total dissolved solids (TDS) limit from 1,000 mg/L to 550 mg/L along with the ionic constituent limits (i.e., sodium, chloride, and sulfate) present the greatest compliance challenge for the biological treatment processes used at the City's WRF, because biological processes do not significantly remove these constituents. To further complicate the treatability of the wastewater, the drinking water served by the City by the Atascadero Mutual Water Company (AMWC) often exceeds the new effluent limits for TDS, sodium, chloride, and sulfate, as shown in Table E2. Even the City's drinking water is not suitable for discharge under the new General Permit.

Table: E2. AMWC Average Water Quality Concentrations (data from 2015 – 2021)

Constituent	Average Concentration (mg/L)	Concentration Range (mg/L)
Total Dissolved Solids	583	210 – 1,000
Sodium	55	19 – 120
Chloride	81	6.8 – 230
Sulfate	106	54 – 150

The alternative analysis avoids potential solutions that will require significant physical treatment systems, such as reverse osmosis (RO), to meet the effluent limits for all but one of the alternatives. However, the report acknowledges that RO may be required if the discharge limitations remain in place and other alternative solutions prove infeasible.

To evaluate WRF treatment alternatives WSC prepared flow and load projections for the facility. Flow projections included population growth and expansion of the collection system to capture areas currently served by onsite wastewater treatment systems (i.e., septic systems). The onsite treatment systems are governed by Local Area Management Plans (LAMPs) and the new areas to receive sewer service are called the LAMP areas. Also considered in the flow projections is integrating Atascadero State Hospital (ASH) into the City's wastewater treatment system. ASH is also subject to the new General Permit and is anticipating connection to the City's WRF as a preferred alternative to upgrading their own wastewater treatment plant.

See Table E3 for a summary of historical and projected wastewater flows. We used these loads in developing cost estimates for the alternatives presented in this report.

Table: E3. Summary of Historical and Projected Flows (City Buildout, LAMP Areas, and ASH)

PARAMETER	AA	MM	MW	MD	ADWF	AWWF
Historical Flow (MGD)	1.3	2.1	2.4	3.2	1.2	1.4
Projected Flow (MGD)	2.2	3.5	4.0	5.2	2.0	2.5

AA— Annual Average Flow: Total flow during a calendar year divided by the number of days during which wastewater was flowing to the WRF that year.

MM—Maximum Month Flow: Total flow divided by the total number of days in that month during which the greatest volume of flow occurs.

MW—Maximum Week Flow: Maximum seven-day flow based on a running seven day average.

MD—Maximum Day Flow: Maximum quantity of influent wastewater/treated effluent measured over a twenty-four (24) hour period

ADWF—Average Dry Weather Flow: Daily flow that occurs after an extended period of dry weather such that the inflow and infiltration has been minimized to the greatest extent practicable.

AWWF—Average Wet Weather Flow: Average daily flow during a period of significant rainfall.

Overview of Outcomes/Results

Table E4, below, provides an overview of the range of solutions considered and identifies whose alternatives evaluated, as well as the baseline alternative to construct a new secondary treatment WRF.

Table E4: Overview of Alternative Solutions and Alternatives Evaluated

Potential Strategies	Discussion
Physical Solutions for Wastewater	
Develop a mutually beneficial solution with AMWC using chemical softening partnered with regulatory water softener elimination	Response to a softener ban is uncertain, but reducing the TDS of water served to residents will also reduce TDS of wastewater reaching the WRF—reducing treatment needs. **Alternative 2: Water Softening of Atascadero Mutual Water Company Well Water**
Develop other mutually beneficial salt reduction **solutions with AMWC such as drinking water RO partnered with regulatory water softener elimination**	Similar to chemical softening, this option would be pursued if chemical softening is not possible. Evaluation of various softening technologies is beyond the scope of this report. AMWC has evaluated softening options.
Surface water treatment and greater reliance on Nacimiento imported water	This option is expensive and not supported by AMWC.
Co-percolation of WRF effluent and Nacimiento imported water	There are unknown regulatory issues with this option since dilution is not typically accepted as a treatment option by the Regional Water Quality Control Board (RWQCB).
Add RO following Membrane Bioreactor (MBR) for salts removal	This option allows the City to meet the effluent discharge requirements without relying on other agencies or feasibility studies. **Alternative 1: MBR followed by RO**
General Permit Groundwater Monitoring Program, allows for potential sampling and monitoring of groundwater downstream of disposal to show disposal is not increasing constituents of concern in the down gradient groundwater basin	This option is unlikely to succeed because prior groundwater studies show a connection between the percolation ponds and downstream groundwater quality. The City could revisit the prior study to confirm those findings.

Potential Strategies	Discussion
Regulatory Solutions	
Leverage grant funding to develop a recycled water project to reduce effluent percolation and gain access to superior recycled water regulatory requirements for salts	WSC recommends the City pursue a Recycled Water Planning Grant to study the feasibility of creating a recycled water system to reduce the amount of treated effluent that requires disposal to the percolation ponds. The RWQCB stated that they may ease effluent discharge requirements if water is primarily reused as recycled water. **Alternative 3: Water Reuse Option**
Dispose treated effluent outside the Atascadero sub-basin to gain access to superior **discharge limits in the Paso Robles Basin**	By disposing of water outside the Atascadero sub-basin the effluent discharge limits are increased enough that salts removal is unlikely to be required. The City should continue to evaluate the feasibility of this option. **Alternative 4: Disposal Outside the Basin**
Basin Plan Amendment	Discussions with RWQCB staff indicate that a Basin Plan Amendment, though technically possible, is likely to face a significant uphill battle for adoption; will be very expensive; and will take years or decades of data gathering, studying, and negotiations.
Pursuit of a surface discharge and associated individual permit	Surface water discharge would change discharge compliance from the new General Permit to an National Pollutant Discharge Elimination System (NPDES) permit. However, obtaining a surface water discharge permit is difficult and could result in similar effluent limits based on the Basin Plan Water Quality Objectives.
Legal Strategies	
Develop a legal challenge to the requirements of the General Permit or the City's enrollment therein	This legal course of action should be considered by the City and their attorney.

Given the uncertainty regarding which salt removal strategy will fit the City's long-term interests, the City should plan on splitting the project into two phases. The City should begin with designing an MBR process as the first phase of work. Provisions should be made in this phase of the secondary treatment process design for the addition of RO and/or recycled water pumping.

By starting now, the City can address its need for expanded secondary and nitrate treatment capacity while positioning itself to comply with the salt removal required by the General Permit's discharge requirements in time. As the alternatives presented above are developed, the City will select and implement the strategy that best meets their needs as the second phase of this project. The costs used in Figure E1 can provide a basis for the City's initial capital planning.

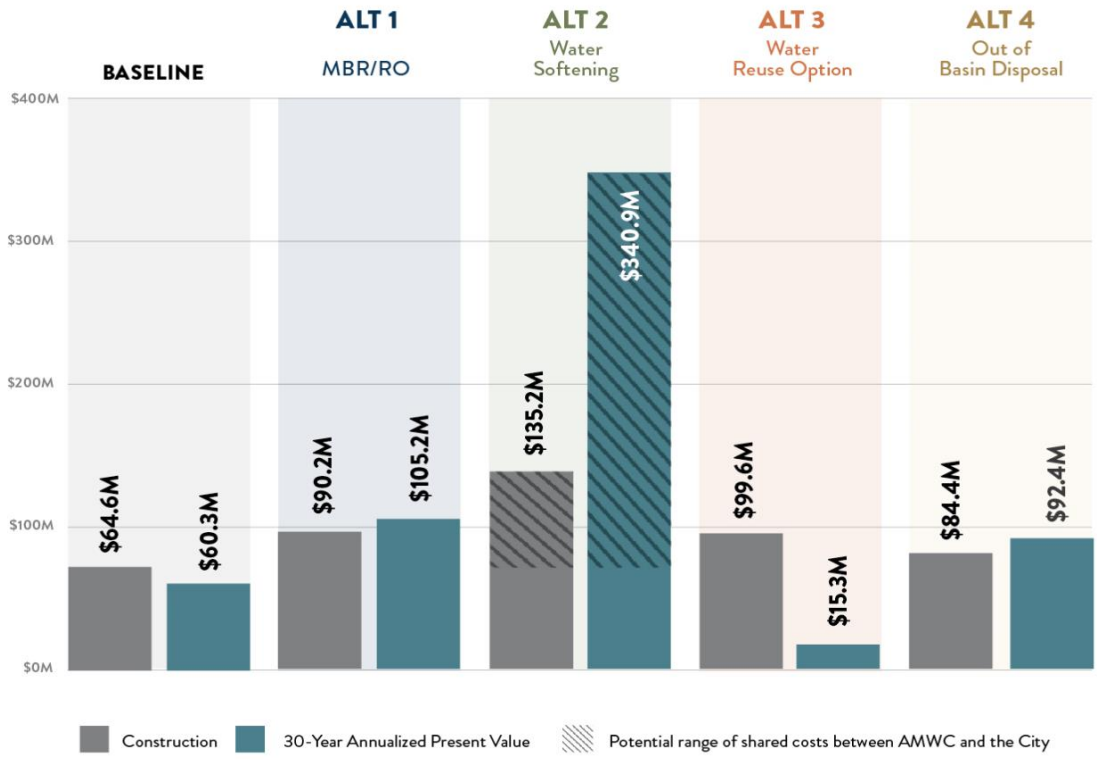


Figure E1: Cost Overview

Limitations and Uncertainties of Alternatives

The following discussion outlines the limitation and uncertainties of the baseline alternative and four alternatives evaluated.

Baseline: The baseline option is for secondary treatment only and will not meet effluent limits in the General Permit; therefore, it is not a viable standalone alternative. In order to allow the City to move forward with the design and construction of their secondary treatment process while concurrently developing a strategy for TDS removal through the four alternatives.

Alternative 1: MBR followed by RO: Although this is an expensive option, it is the most reliable method for the City to meet the effluent discharge requirements. It does not rely on the RWQCB relaxing the General Permit effluent limits because the City is reusing water. It does not require a long pipeline out of the basin where future regulations could make it impractical to discharge there. It does not require AMWC to implement and operate a softening system and it doesn't require additional study with AMWC to determine if softening will reduce TDS enough at the WRF to eliminate the need for RO.

Alternative 2: Water Softening of Atascadero Mutual Water Company Well Water: The City needs to better understand AMWC's position on softening, the feasibility of chemical softening, and the probable outcomes of a softener ban. The City also needs to determine the amount of cost sharing with AMWC on softening, or the City's position on a softener ban without softening by AMWC. Further work would be needed to model the influent characteristics to the WRF in that scenario. This options requires a viable discharge option for salt byproducts.

Alternative 3: Water Reuse Option: If water reuse is possible and enough locations can be found to consistently discharge water during the irrigation season, the City will need to rely on the RWQCB to allow disposal of water that doesn't meet effluent limits in the winter months. This warrants further discussions and negotiations with the RWQCB to reduce uncertainty. The City, by working with ASH, has the potential to gain a large recycled water customer.

Alternative 4: Disposal Outside the Basin: Long-term regulatory viability of discharge outside the basin is unknown and a risk to long-term effectiveness of the option. This option also has high energy costs and could potentially impact the basin's water balance.

Next Steps

The following actions are summarized as next steps for the City in identifying the right solutions for your community's long-term treatment needs:

- Leverage a Recycled Water Planning Grant to explore several of these alternatives.
- Continue negotiations with AMWC to evaluate drinking water treatment to reduce TDS in water reaching the WRF.
- Continue negotiations with ASH to evaluate the opportunity to partner on wastewater treatment and their interest in becoming a recycled water customer.
- Investigate a self-regenerating water softener ban and the potential decrease in TDS, sodium, and chloride that could result from the ban.
- Begin data collection to support the next phase of work, this includes measuring influent flow rates to the WRF and sampling influent wastewater characteristics for use in future analysis and design.
- Further the evaluation of incorporating the currently non-sewered LAMP areas into the City's wastewater collection and treatment system.
- Evaluate and design an MBR system for secondary treatment of wastewater. An MBR system best positions the City if RO is implemented to remove TDS, sodium, chloride, and sulfate. An MBR is a cost-effective, proven treatment option for producing tertiary water suitable for disposal or reuse.

Introduction

WSC, in conjunction with City staff, developed and reviewed several conceptual alternatives as a means of exploring a suite of potentially viable approaches to wastewater treatment and disposal for the City. This alternatives analysis for the WRF Process Improvements and Upgrades Project summarizes that work and provides analysis and recommendations on next steps for upgrading the City's WRF to meet new General Permit and serve the City's growing population. This analysis includes finding, results, and recommendations on:

- regulatory/compliance options
- source water improvement strategies
- secondary treatment alternatives
- disposal and water reuse alternatives
- wastewater characterization analysis (projected flows and loads)

About the WRF

The City owns and operates the WRF, which provides wastewater treatment services for approximately half of the properties within City limits. While the WRF is permitted for a Maximum Month Flow (MMF) of 2.39 million gallons per day (MGD), actual treatment capacity is nearer 1.4 MGD with current average daily flow of approximately 1.38 MGD (Michael K Nunley & Associates, 2016). The current WRF treats incoming sewage using influent screens followed by a series of biological treatment ponds/lagoons. Periodically, settled solids are dredged from the facultative lagoon and dried in onsite concrete sludge drying beds before hauling to disposal. Treated effluent is discharged into percolation basins for disposal. The treated effluent eventually recharges the groundwater of the Atascadero sub-basin.

TODAY: Identifying alternatives and next steps for moving forward to meet new General Waste Discharge Requirements and provide safe, reliable, and economical treatment of wastewater for the City's residents.

20 2020 Central Coast Regional Water Quality Control Board adopts General Waste Discharge Requirements Order No. R3-2020-0020 with stringent limits for City's discharge of treated effluent to land.

10 2016 WRF Master Plan prepared characterizing flow and load projections, evaluating alternatives for secondary treatment, analyzing biosolids management programs, and recommending a capital improvements program for WRF upgrades.

00

90 1997 Preliminary Design Report prepared recommending improvements to increase flow capacity at the WRF, few of those improvements have been implemented.

80 1980 WRF Constructed

The most difficult new effluent limit for the City to meet will be the TDS effluent limitation of 550 mg/L and the chloride limitation of 70 mg/L. This low TDS limit is intended to protect the groundwater in the underlying Atascadero sub-basin from degradation.

New Challenges and Considerations

The City's 2016 WRF Master Plan evaluated alternatives and recommended a capital improvements program to upgrade the WRF. Changes have occurred since the completion of the 2016 WRF Master Plan—the City has continued to grow and faces stringent requirements for land discharge through the new General Permit requirements that have been issued for the City's WRF.

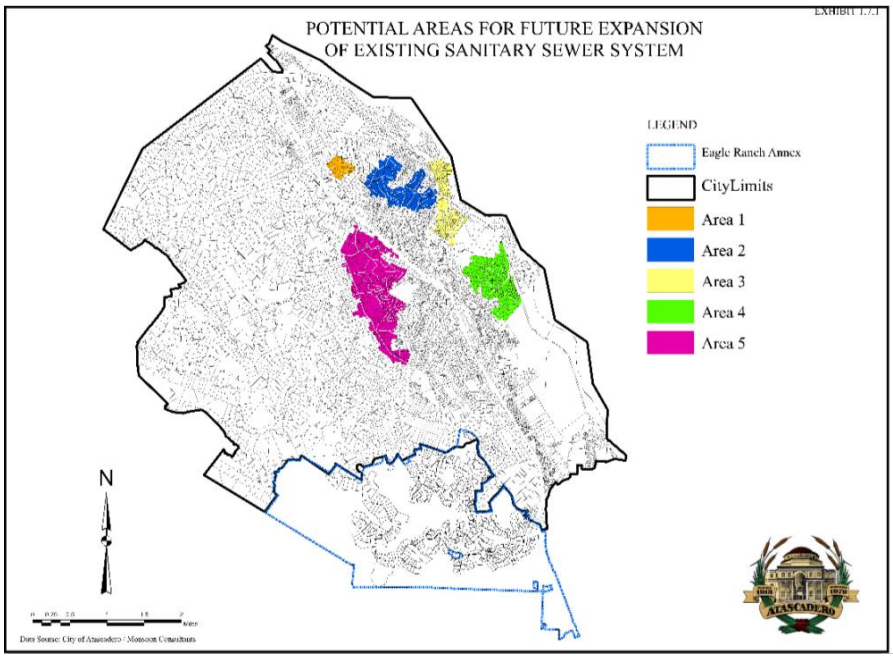
The New General Permit. On September 25, 2020, the Central Coast RWQCB adopted the General Permit for Discharges from Domestic Wastewater Systems with Flows Greater Than 100,000 Gallons per Day. The General Permit adopts stringent effluent discharge requirements for discharge of treated effluent to land. The most notable requirements for the City include a TDS limit of 550 milligrams per liter (mg/L) and a chloride limit of 70 mg/L. Currently, the City operates under the General Waste Discharge Requirements Order No. 01-014 and routinely discharges TDS greater than 900 mg/L and chlorides greater than 230 mg/L. The City submitted the notice of intent (NOI) to enroll in the new General Permit in December 2021. The City has one year from enrollment to determine if it can come into compliance within a two-year period.

Neighboring, Atascadero State Hospital's Changing Wastewater Treatment Needs. ASH's existing wastewater treatment plant, which has reached the end of its useful life, is also subject to new General Permit requirements. Further pressure is placed on the existing facility since ASH is considering adding more beds. ASH is in the process of studying options for the collection and treatment of wastewater and has expressed willingness to send wastewater to the City for treatment and disposal.

The remainder of this analysis assumes that the City and ASH are successful in negotiating an agreement where ASH sends screened wastewater to the City for treatment by including ASH flows and loading in developing our flow projections and cost estimates.

Capacity and Growth. The 2016 WRF Master Plan identified that the WRF was at approximately 99% of original design capacity for average daily flow. Today, average daily flows of approximately 1.38 MGD are close to the current treatment capacity of 1.4 MGD (Michael K Nunley & Associates, 2016). In addition, community growth and increasing pressure to expand the wastewater collection system in areas currently using onsite wastewater treatment systems (OWTSs) or septic systems, will increase the required treatment capacity of the WRF.

OWTSs within the City are governed by a LAMP. The RWQCB has an interest and grant funding available to help connect OWTSs into the collection system. For this report and future wastewater planning, we have assumed that the City will bring the five wastewater collection expansion areas identified in the LAMP (see map below) onto the City's wastewater system. We have assumed that they provide similar strength concentrations and similar flows to the existing wastewater customers of the City. We have captured these increased flows and loads in the cost estimates included later in this report. The timing, connection, and anticipated flows and loads from the five LAMP sewer expansion areas warrant further future analysis.



The City's LAMP (exhibit shown) identifies five (5) high priority areas for conversion from on-site septic to a City wastewater connection.

These areas consist of 1,711 parcels, representing 299,397 gallons per day of average daily flow to the WRF (MKN & Associates, 2018)

Discussion with the RWQCB The City and WSC took the opportunity to meet several times with staff from the RWQCB. Our first meeting with RWQCB was on May 17th, 2021, prior to the City submitting their NOI to enroll in the General Permit, and focused on introducing the project to the RWQCB, sharing information on the recent work and studies on the sub-basin, and discussing some of the City's challenges with meeting the discharge requirements established in the new General Permit. The second meeting with RWQCB staff was on March 3, 2022, and included a discussion of potential General Permit compliance paths for the City, including the four Alternatives outlined later in this report, potential alternatives to General Permit enrollment, and the timing of the City's anticipated upgrades.

During those discussions, and in the related correspondence, we discussed several items:

1) probability of receiving site-specific waste discharge requirements compatible with local drinking water quality through an individual permit;

2) potential to revise the Atascadero sub-basin Water Quality Objectives, which would require a basin plan amendment; and,

3) other salt compliance strategies.

RWQCB staff indicated that there was a very low probability of being able to amend the Basin Plan based on their understanding of the basin and the previous work, but that there was some potential relief from the salt compliance requirements through recycled water implementation or other regulatory mechanisms. These discussions have informed the work of this Alternatives Analysis. However, the ongoing discussions and negotiations between the City and the RWQCB will remain an important and potentially determinant project driver.

Results of Wastewater Characterization

To accurately evaluate potential WRF upgrade options and expected costs, it is important to determine both expected future flows and wastewater constituent concentrations (wastewater characteristics). A separate Technical Memorandum (TM) for the Wastewater Characterization has been prepared. A summary of the key finding is presented below.

Summary of Projected Flows and Loads

A summary of the historical (current) and projected flows (buildout) from the wastewater characterization analysis of the City's 2016-2020 influent data is included in Table 1. It is important to note that while the projected flows attempt to capture expected growth and land uses, and are conservative in nature, they are based on historical conditions. Major changes to land use designations, like the recently passed SB9 and other future State mandated legislation encouraging further densification, is possible and could materially impact projected flows and loads. Subsequently, the evaluation of potential secondary treatment alternatives places a premium on flexibility and potential for expansion.

Table 1: Summary of Historical and Projected Flows (City Buildout, LAMP Areas, and ASH)

PARAMETER	AA	MM	MW	MD	ADWF	AWWF
Historical Flow (MGD)	1.3	2.1	2.4	3.2	1.2	1.4
Projected Flow (MGD)	2.2	3.5	4.0	5.2	2.0	2.5

AA— Annual Average Flow: Total flow during a calendar year divided by the number of days during which wastewater was flowing to the WRF that year.

MM—Maximum Month Flow: Total flow divided by the total number of days in that month during which the greatest volume of flow occurs.

MW—Maximum Week Flow: Maximum seven-day flow based on a running seven day average.

MD—Maximum Day Flow: Maximum quantity of influent wastewater/treated effluent measured over a twenty-four (24) hour period

ADWF—Average Dry Weather Flow: Daily flow that occurs after an extended period of dry weather such that the inflow and infiltration has been minimized to the greatest extent practicable.

AWWF—Average Wet Weather Flow: Average daily flow during a period of significant rainfall.

Implications for Planning

Final selection of flows and loads prior to design of the Project upgrades may depend on final negotiations with the regulatory agencies. As permit requirements and conditions are defined, alignment of the Project flows and loads with the Project permits is necessary to ensure relevant design criteria for flow and loading conditions are considered. In many cases, design criteria for wastewater treatment process facilities are dependent upon loading criteria for carbonaceous, nitrogenous, and solids mass loadings. Additionally, final planning of flow management strategies will depend on permitted discharge quantities to the effluent percolation ponds. The

results from this analysis must be revisited prior to applying the projected flows and loads to preliminary design efforts.

Recommended Additional Data Collection Efforts

WSC recommends that the City begins preparing for design of the WRF Upgrades by collecting the following data from now until approximate completion of the 30% design:

- Obtain daily or weekly influent Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) data to improve estimations of historical loadings and peaking factors. The quarterly BOD and TSS data used in the analysis is too infrequent for an accurate characterization and is likely the reason for the low peaking factors associated with AA and MM loadings. Additional loading data would improve the reliability of the analysis and provide a better representation of loading conditions.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.
- Obtain weekly influent Total Kjeldahl Nitrogen (TKN) and ammonia (i.e., total ammonia nitrogen) data in to improve estimations of BOD:TKN and ammonia:TKN ratios, and to obtain nitrogen data that can be applied to historical loading analysis.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.
- Obtain weekly influent alkalinity data to improve characterization of the City's wastewater that supports development of design criteria for the WRF Upgrades secondary treatment process.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.
- Due to the limited hourly flow data available from past flow monitoring studies, WSC recommends the City perform influent flow monitoring in the collection system or at the WRF to quantify the influent PH flows upstream of the headworks that will need to be conveyed through the WRF. Understanding PH flows is critical for designing a WRF that can hydraulically convey peak flows, and lack of available peak flow data can lead to overestimates of PH flows which may result in oversizing infrastructure at the WRF.

Regulatory/Compliance—WRF Effluent Limits Analysis

Understanding the new effluent limitations of the General Permit is key to understanding the City's options and treatment requirements.

The most significant difference to the City between the existing WRF permit (Order No. 01-014) and the new WDR General Permit is the switch from individualized effluent limitations to the requirement to meet the Basin Plan Water Quality Objectives (WQO).

Table 2 below shows the existing effluent limits for the WRF, the new WDR limits, and the historical effluent averages.

Table 2: Comparison of Current Effluent Limits, New WDR Effluent Limits and Historical Effluent Averages

Constituent	Current Effluent Limits	New WDR Effluent Limits	Historical Effluent Averages	Units
Settleable Solids	0.3	0.1		mL/L
sBOD5	100	100	6	mg/L
TDS	1,000	550	950	mg/L
Sodium	200	65	165	mg/L
Chloride	250	70	232	mg/L
Nitrate (as N)	8	2.3	0.97	mg/L
Total Nitrogen	-	10	29	mg/L
Boron	1	0.3	0.31	mg/L
Sulfate	-	85	144	mg/L
pH	6.5 – 8.3			

The Basin Plan WQO for the sub-basin have been set at 550 mg/L TDS and 70 mg/L chloride which will be two of the most challenging limitations for the City to meet. The new General Permit uses the WQO as the wastewater effluent discharge limitations. The General Permit includes two potential options for determining effluent limitations.

Option 1: Meet the requirements identified in Figure 1 (General Permit Figure 1), as summarized below.

Figure 1: General Permit Table 6 RWQCB Water Quality Objectives

CALIFORNIA WATER BOARDS Central Coast - R3

Table 6: Effluent Limitations for Designated Groundwater Basins[4] [11], 25-Month Rolling Median in mg/L

Basin/Sub-Area	Total Dissolved Solids	Chloride	Sulfate	Boron	Sodium	Total Nitrogen[14] [15]
Atascadero	550	70	85	0.3	65	10

Option 2: Create a groundwater monitoring program that demonstrates that the City complies with the WQO outlined in the Basin Plan. RWQCB's WQOs are presented in Figure 2 excerpted from Table 3-6 of the General Permit below.

Figure 2: General Permit Table 3-6 RWQCB Water Quality Objectives

CALIFORNIA WATER BOARDS Central Coast - R3

Table 3-6. Median Groundwater Objectives, mg/L[a]

Basin/Sub-Area	TDS	Cl	SO_4	B	Na	N[b]
Big Basin						
Near Felton	100	20	10	0.2	10	1
Near Boulder Creek	250	30	50	0.2	20	5
Pajaro Valley						
Hollister	1200	150	250	1.0	200	5
Tres Pinos	1000	150	250	1.0	150	5
Llagas	300	20	50	0.2	20	5
Salinas Valley						
Upper Valley[f]	600	150	150	0.5	70	5
Upper Forebay[f]	800	100	250	0.5	100	5
Lower Forebay[f]	1500	250	850	0.5	150	8
180 foot Aquifer[f]	1500	250	600	0.5	250	1
400 foot Aquifer[f]	400	50	100	0.2	50	1
Paso Robles Area[g]						
Central Basin[f]	400	60	45	0.3	80	3.4
San Miguel[f]	750	100	175	0.5	105	4.5
Paso Robles[f]	1050	270	200	2.0	225	2.3
Templeton[f]	730	100	120	0.3	75	2.7
Atascadero[f]	550	70	85	0.3	65	2.3
Estrella[f]	925	130	240	0.75	170	3.2
Shandon	1390	430	1025[h]	2.8	730	2.3

The City discharges treated effluent to percolation ponds that eventually recharge the Atascadero sub-basin. AMWC obtains its water supply from the Atascadero Groundwater Basin and Salinas River Underflow, two distinct yet interrelated groundwater sources. The City of Atascadero, in conjunction with the AMWC, collaborated on a Ground Water Flow and Solute Transport Model for a Portion of the Atascadero sub-basin (Solute Model) which was prepared by Geoscience (GEOSCIENCE, 2009). This report, in conjunction with the May 2015 Salt/Nutrient Management Plan (SNMP) for the Paso Robles Groundwater Basin prepared by RMC, provide useful insights into the Atascadero sub-basin (RMC Water and Environment, 2015).

WSC reviewed the available well and water quality information including the data contained in the Solute Model. As shown in Figure 3, on the following page, water quality upstream of the treatment plant is generally higher quality than both the plant's effluent and the water quality downstream. Water quality improves downstream of the AMWC recharge basins reflecting the input of the higher quality imported Nacimiento Water Project water. Evaluation of Chlorides and Sulfates show similar outcomes.

Meeting the new WDR limits is not possible with the City's current treatment technology because the AMWC source water is currently higher in TDS and Chlorides than the Basin Plan WQO. Table 3 provides historic AMWC water quality data for the source wells. The average quality of water in the Atascadero sub-basin cannot meet the new effluent limitations since the existing concentrations for both TDS and Chlorides exceed the Basin Plan WQO.

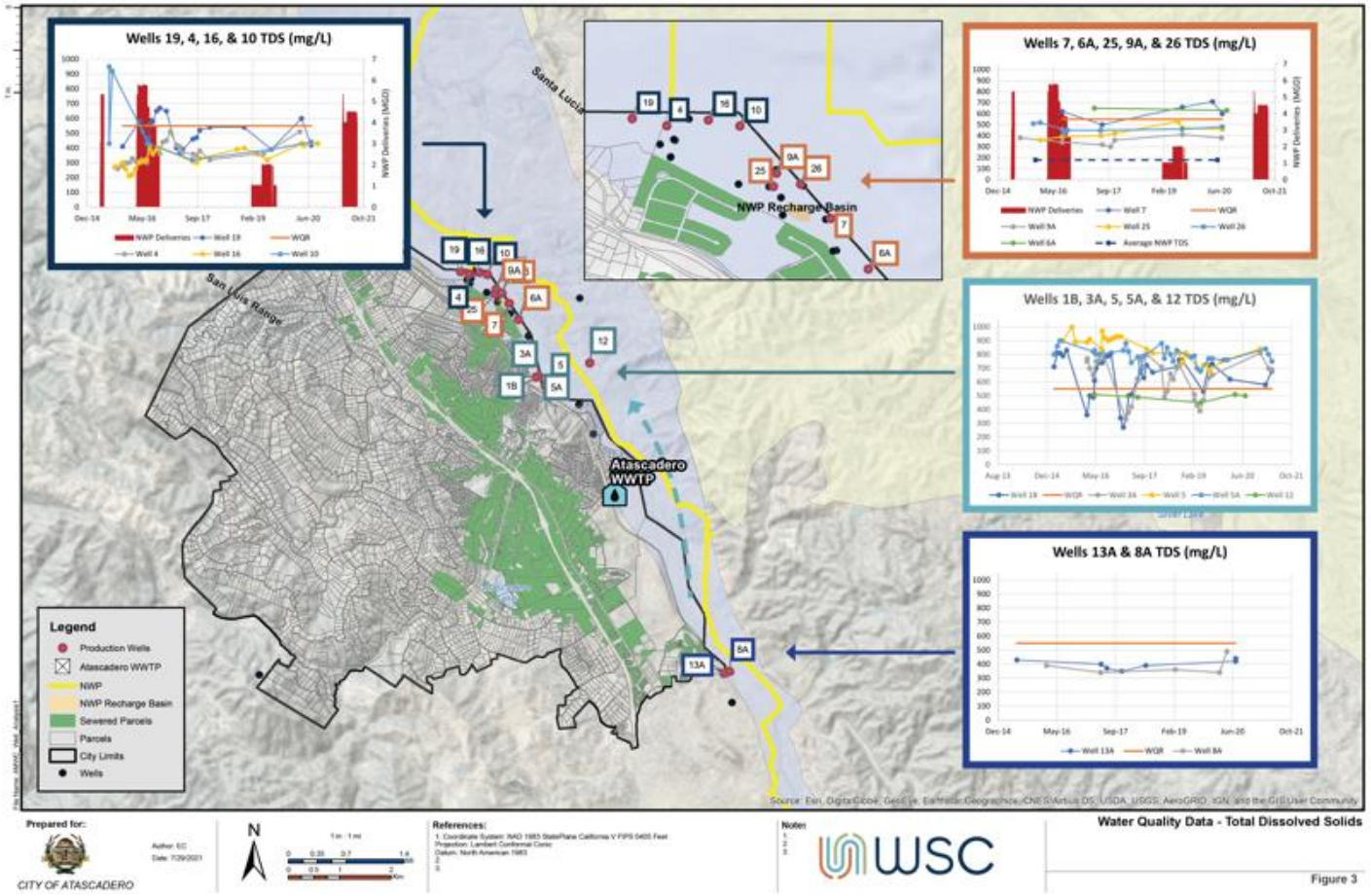
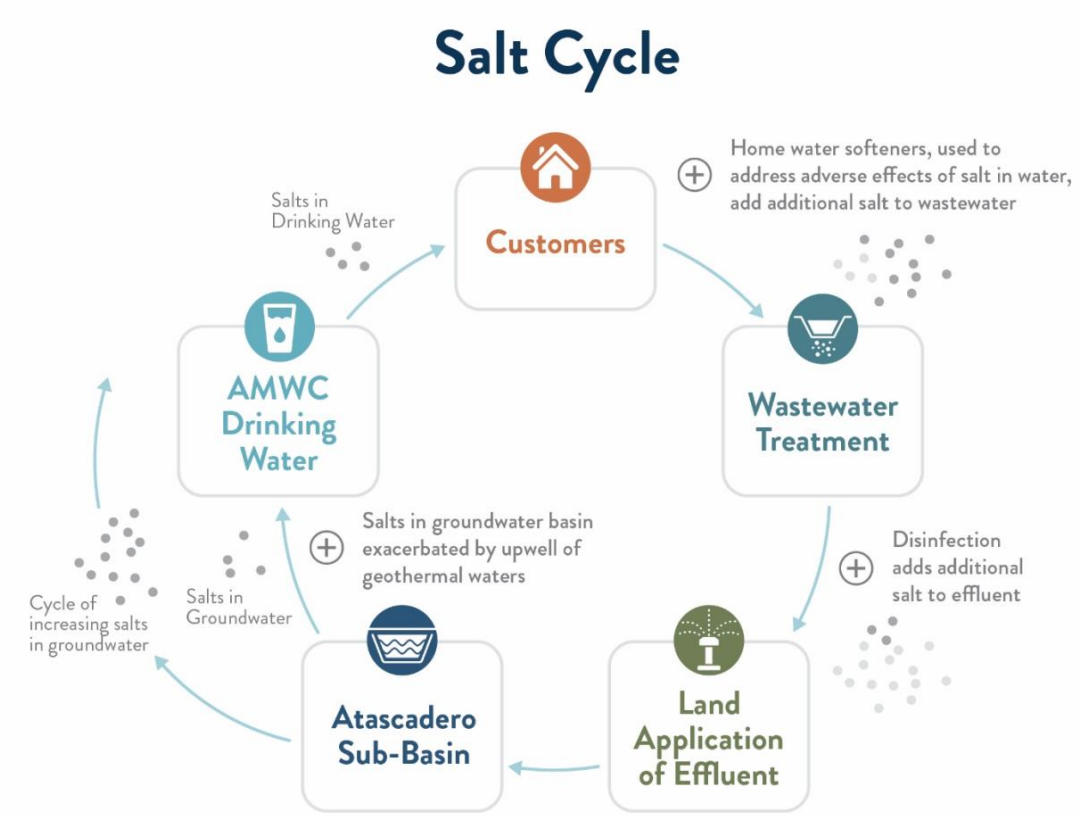


Figure 3: Atascadero Subbasin Water Quality

Table 3: AMWC Average Water Quality Concentrations (data from 2015 - 2021)

Constituent	Concentration (mg/L)	Concentration Range
Total Dissolved Solids	583	210 – 1,000
Sodium	55	19 - 120
Chloride	81	6.8 - 230
Sulfate	106	54 - 150

There is a strong possibility that localized geothermal upwelling impacts water quality at the WRF location. Water with characteristic of geothermal waters with associated high concentrations of TDS and chloride suggest that the water quality of the Paso Robles Formation in the Atascadero sub-basin may be changing due to mixing with upwelling geothermal water (Fugro and Cleath, 2002). The SNMP documents indicate that the upwelling geothermal water can have TDS levels ranging between 900 and 1,300 mg/L and chloride levels at 110 mg/L which are all higher than the sub-basin WQO. ***Well tests prior to construction of the current WRF in 1976 show levels of TDS and Chloride near 1,000 mg/L and 100 mg/L, respectively.*****The wastewater treatment process further concentrates constituents.** As noted in the Salt Cycled graphic below, in addition to source water salinity and salinity added by home water softeners, the wastewater process (mostly through evaporation and disinfection processes) also contributes to increased discharge salinity.



With the potential influence of geothermal water and the relatively high background levels of TDS and chlorides in the basin, WSC concluded that it would be infeasible to demonstrate compliance using the General Permit Option 2, a groundwater quality monitoring program, and has developed the remainder of this report with strategies for meeting the effluent limitation requirements of Option 1.

General Permit Water Quality Requirements for Treated Effluent

WSC compared treated WRF effluent data to the new General Permit Water Quality Requirements (WQR) for the constituents in Table 6 of the General Permit (Option 1 above).

Graphs for Nitrate and Total Nitrogen, TDS, Chloride, Sodium, Sulfates, and Boron concentrations compared to the WQR are shown in Figures 4 through 9. The graphics show comparison of the City's existing effluent limits and the new WQR with relation to historical trends in water quality over time. As presented by the graphics below, the WRF's current effluent quality does not meet most of the new WQRs, signifying additional treatment will be required. While the City plans to continue discussions with the RWQCB to attempt to negotiate more reasonable and/or site-specific effluent limits, they intend to move forward in parallel with finding a feasible solution to meet these new effluent requirements.

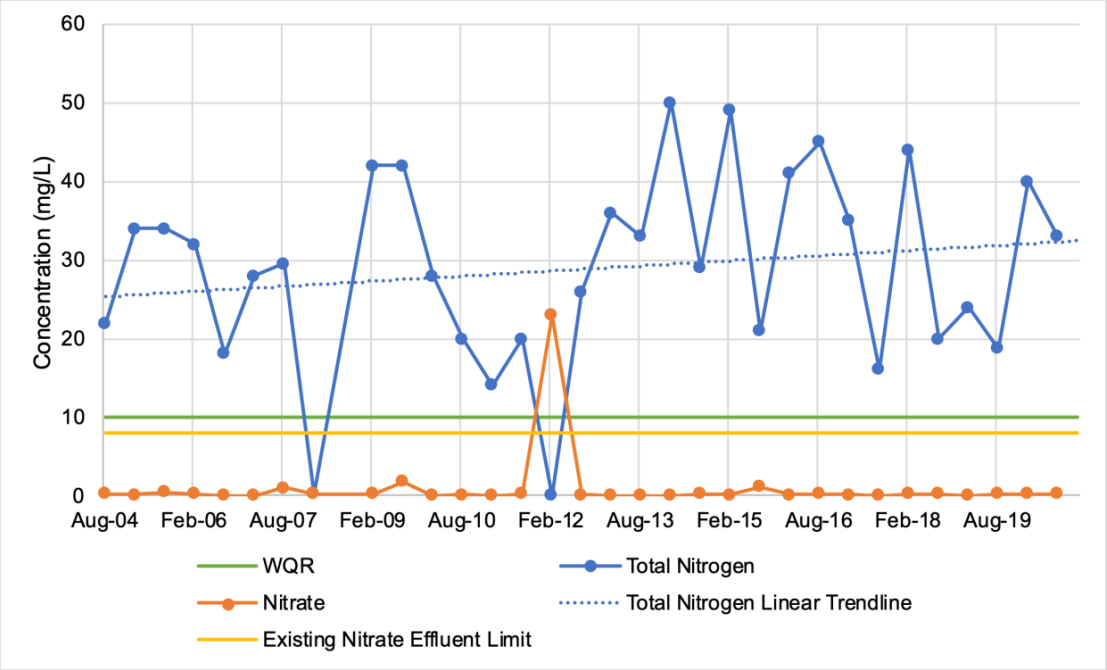


Figure 4: Effluent nitrate and total nitrogen concentrations in relation to the current effluent limits and new General Permit WQR.

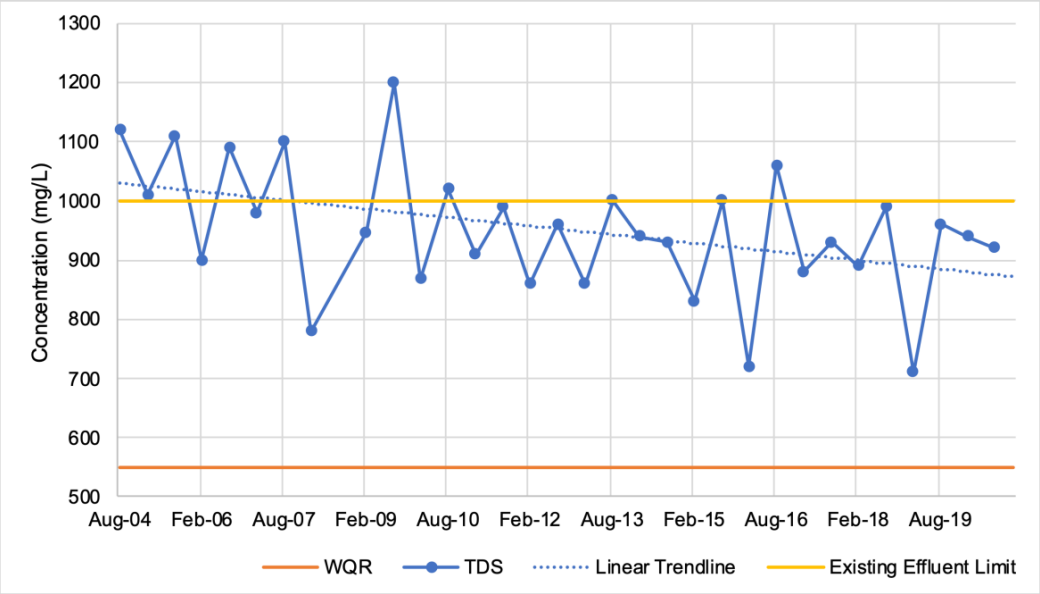


Figure 5: Effluent TDS concentrations in relation to the current effluent limits and new General Permit WQR.

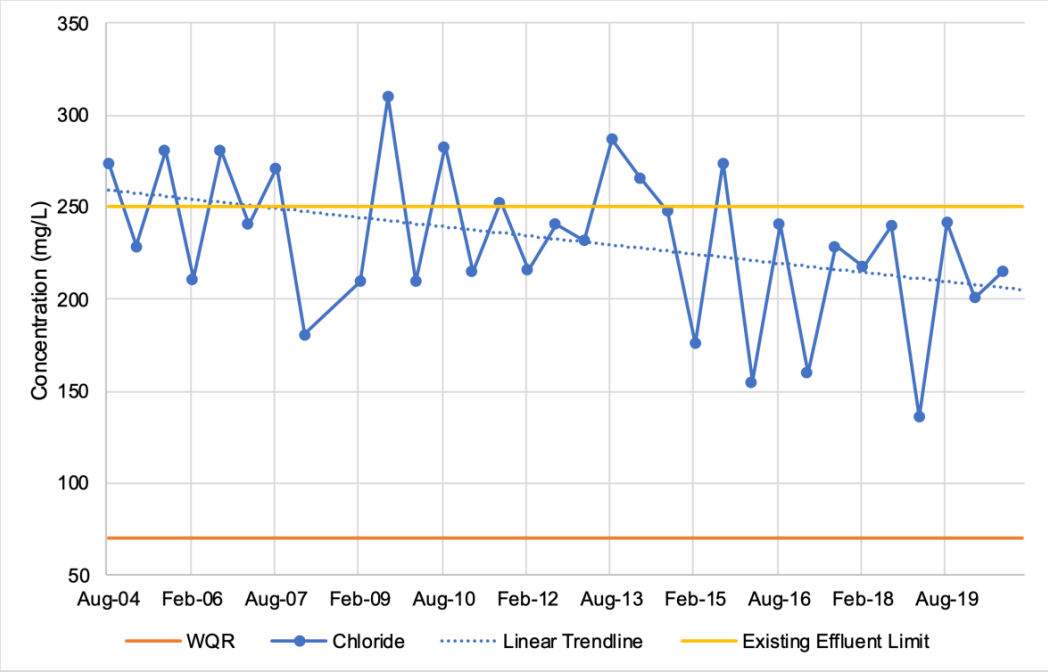


Figure 6: Effluent chloride concentrations in relation to the current effluent limits and new General Permit WQR.

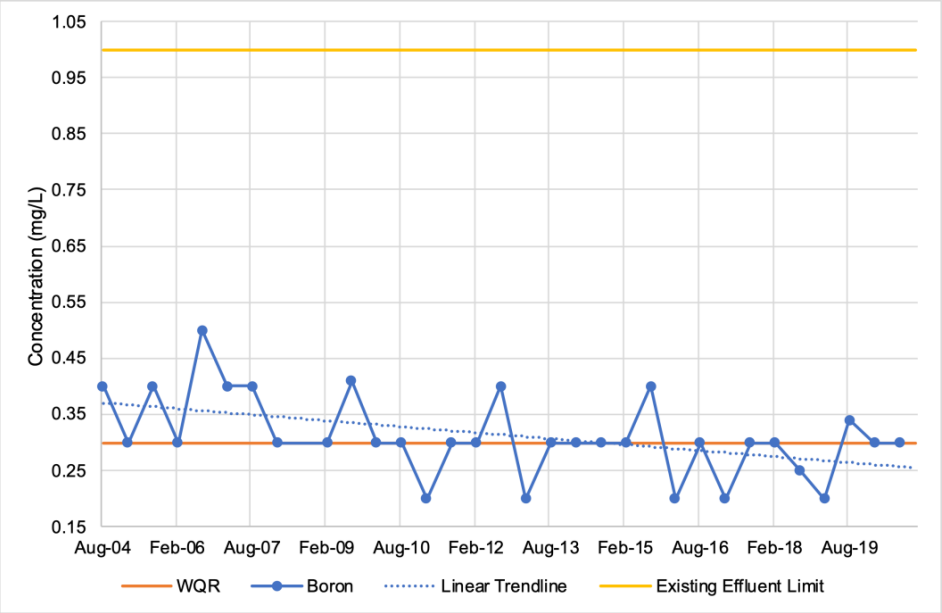


Figure 7: Effluent boron concentrations in relation to the current effluent limits and new General Permit WQR.

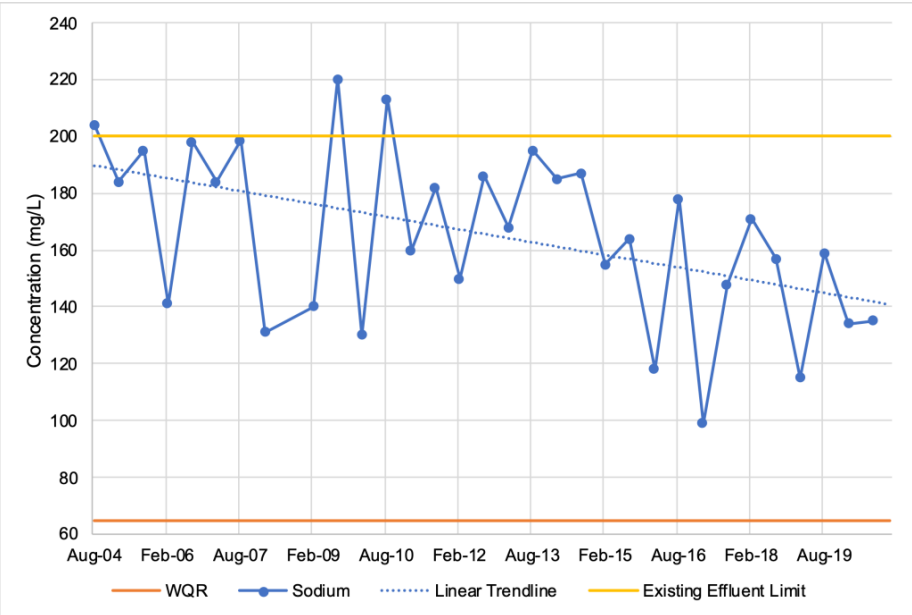


Figure 8: Effluent sodium concentrations in relation to the current effluent limits and new General Permit WQR.

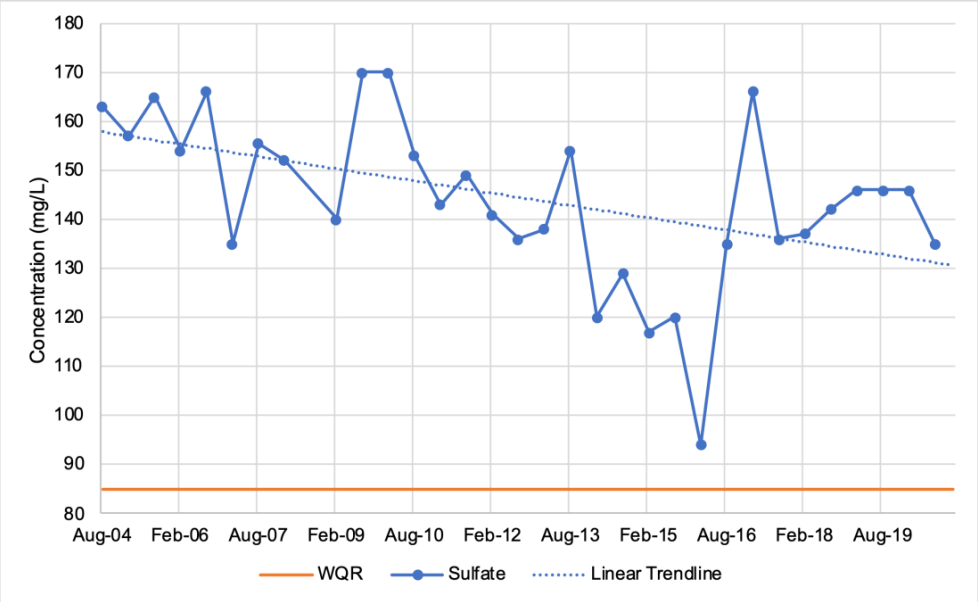


Figure 9: Effluent sulfate concentrations in relation to the current effluent limits and new General Permit WQR.

The graph for Total Nitrogen shown in Figure 4 indicates that the City will require additional nitrification and denitrification in the treatment plant upgrades. While the graphs for the salts show a general decreasing trend, likely reflecting the influence of higher quality imported Nacimiento Water being imported into the basin, these graphs for other constituent demonstrate that the City will have to drastically reduce the amount of TDS and salts that are being discharged to meet the new General Permit requirements.

Potential Alternatives

WSC in conjunction with City staff developed and reviewed a number of conceptual strategies as a means of exploring the range of potentially viable strategies for wastewater treatment and disposal for the City. As summarized in Table 4 below, the ranges of solutions fell into 4 conceptual categories. **It is important to note that some of these conceptual strategies are likely infeasible and not all of them are desirable from the City's perspective**. From the partial list of potential conceptual strategies reflected in Table 4, WSC and the City selected four (4) representative alternatives which are carried through this effort for further analysis.

As noted above, in the Regulatory/Compliance—WRF Effluent Limits Analysis section of this report, it was determined it would be infeasible to demonstrate compliance using the General Permit Option 2, a groundwater quality monitoring program.

Table 4: Summary of Potential Alternatives Conceptual Strategies Considered for Evaluation

Conceptual Categories	Potential Strategies
Physical Solutions in the Drinking Water	Develop a mutually beneficial solution with AMWC using chemical softening partnered with regulatory water softener elimination **Alternative 2: Water Softening of Atascadero Mutual Water Company Well Water**
	Surface water treatment and greater reliance on Nacimiento imported water
	Develop other mutually beneficial salt solutions with AMWC such as drinking water RO partnered with regulatory water softener elimination
Physical Solutions for Wastewater	Co-percolation of WRF effluent and Nacimiento imported water
	Add RO following MBR for salts removal **Alternative 1: MBR followed by RO**
	General Permit Groundwater Monitoring Program
Regulatory Solutions	Leverage grant funding to develop a recycled water project to reduce effluent percolation and gain access to superior recycled water regulatory requirements for salts **Alternative 3: Water Reuse Option**
	Dispose treated effluent outside the Atascadero sub-basin to gain access to higher discharge limits in the Paso Robles Basin **Alternative 4: Disposal Outside the Basin**
	Basin Plan Amendment
	Pursuit of a surface discharge and associated individual permit
Legal Strategies	Develop a legal challenge to the requirements of the General Order or the City's enrollment therein

Previous work by others focused on two alternatives for the Secondary Treatment Process, an expansion of the pond system or conversion of the plant to an extended aeration process. With the potential need for removal of salts from the waste stream, WSC is recommending consideration of an additional approach for secondary treatment improvement that would include upgrading the existing WRF treatment process with a MBR to meet the projected effluent quality requirements. This will be compared to the previously considered secondary treatment alternatives below.

The original scope of this Alternatives Analysis included performing a detailed analysis of potential secondary treatment alternatives. As the analysis progressed and it became clear the Basin Plan WQO, particularly the salts requirements, were the controlling design factor, WSC refocused our efforts on the development of potential treatment and disposal alternatives related to salt management. We are therefore only providing a cursory review of the secondary treatment processes considered. Of the dozen or so alternatives, captured in Table 4 above and reviewed jointly with City staff, we determined the following were the most promising concepts and warrant additional future consideration:

- Add RO following MBR treatment.
- Develop mutually beneficial salts solutions with AMWC.
- Leverage potential grant funding to develop feasible water reuse options.
- Dispose treated effluent outside the Atascadero sub-basin.

Each of these alternatives is discussed in greater detail later in this report. **However, each alternative described in this report should be considered a conceptual alternative since it was beyond the scope of this effort to fully develop and implement these alternatives. They would each require additional investigation, analysis, permitting, negotiations, and design to be successfully implemented. While only one alternative is likely to be implemented, a hybrid solution could also become Atascadero's preferred outcome.**

Secondary Treatment Process Alternatives

The 2016 WRF Master Plan evaluated two extended aeration alternatives for secondary treatment, analyzed several biosolids management programs, and recommended a capital improvements program to upgrade the WRF. The extended aeration secondary treatment processes evaluated in the 2016 WRF Master Plan were the Biolac process and an Oxidation Ditch, and it recommended the Oxidation Ditch as the preferred secondary treatment method. In this section we will provide a brief comparison between the Biolac and Oxidation Ditches to a third option the MBR.

Parkson Biolac Wave Ox Secondary Treatment

Upgrading the existing ponds to the proprietary Parkson Biolac Wave Ox or Wave Ox Plus (Biolac) treatment system would meet the secondary treatment needs for the City of Atascadero. Biolac is a proprietary secondary treatment process developed by Parkson

Corporation and does not have a directly relevant competitor. Biolac is an extended aeration, activated sludge treatment system that provides Automatic dissolved oxygen (DO) and aeration control to create multiple oxic and anoxic zones in a single treatment basin. The Bioloac system uses a suspended aeration system to provide both aeration and mixing and leverages long hydraulic retention times to achieve high quality effluent. A preliminary process flow diagram with Biolac treatment is shown in Figure 10.

Conceptually, the Biolac system would be retrofitted into Atascadero's polishing pond, converting it to an extended aeration basin followed by a new clarifier or a built-in/in-basin clarifier.

Provided the Biolac system was able to be retrofitted into the existing ponds, it would have the potential to provide the project a cost savings over other secondary treatment processes. The basin would likely need to be taken out of service for construction of and retrofitting the Biolac system, complicating the construction process and sequencing of the new facilities construction. Biolac has the principal disadvantages of being a proprietary system that has limited competition and it requires operators to enter the ponds on boats to conduct maintenance.

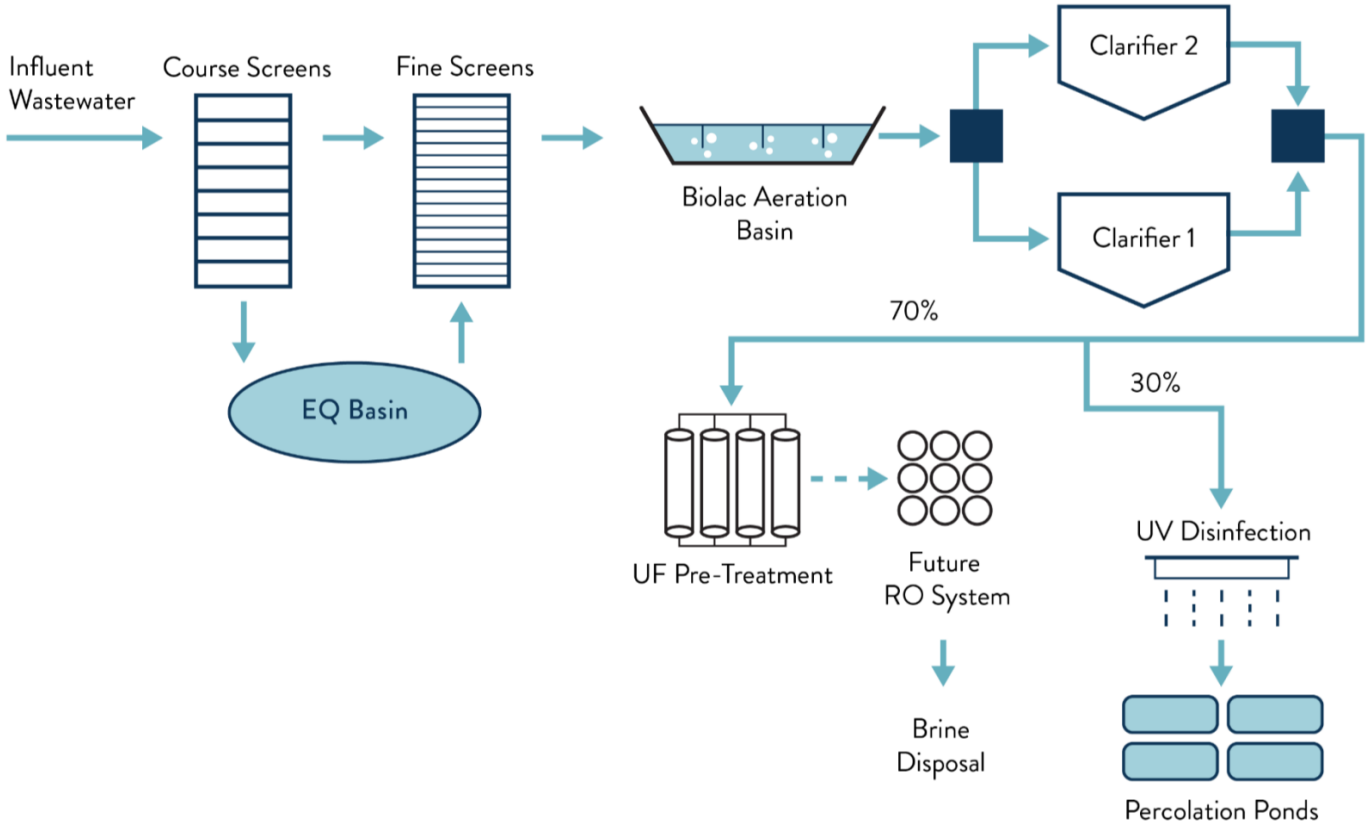


Figure 10: Biolac Process Flow Diagram

Oxidation Ditch Secondary Treatment

An Oxidation Ditch is a modified activated sludge biological treatment process that utilizes long solids retention times (SRTs) to remove biodegradable organics. Aerators provide circulation, oxygen transfer, and aeration in the ditch. Oxidation Ditch effluent is usually settled in a separate secondary clarifier. An Oxidation Ditch for Atascadero would likely be designed and operated to achieve partial denitrification and enhanced nitrogen removal. One of the most common design modifications for enhanced nitrogen removal is known as the Modified Ludzack-Ettinger (MLE) process. In this process, an anoxic tank is added upstream of the ditch along with mixed liquor recirculation from the aerobic zone to the tank to achieve higher levels of denitrification. The Oxidation Ditch would be followed by secondary clarifiers. An Oxidation Ditch followed by secondary clarifiers is a traditional secondary wastewater treatment technology and would also reliably produce high quality effluent. A preliminary process flow diagram with an Oxidation Ditch is shown in Figure 11.

Conceptually the Oxidation Ditch and secondary clarifiers could be built in the location of the existing polishing ponds or more likely would be built elsewhere onsite allowing the majority of upgrades to be built while retaining the existing treatment system online.

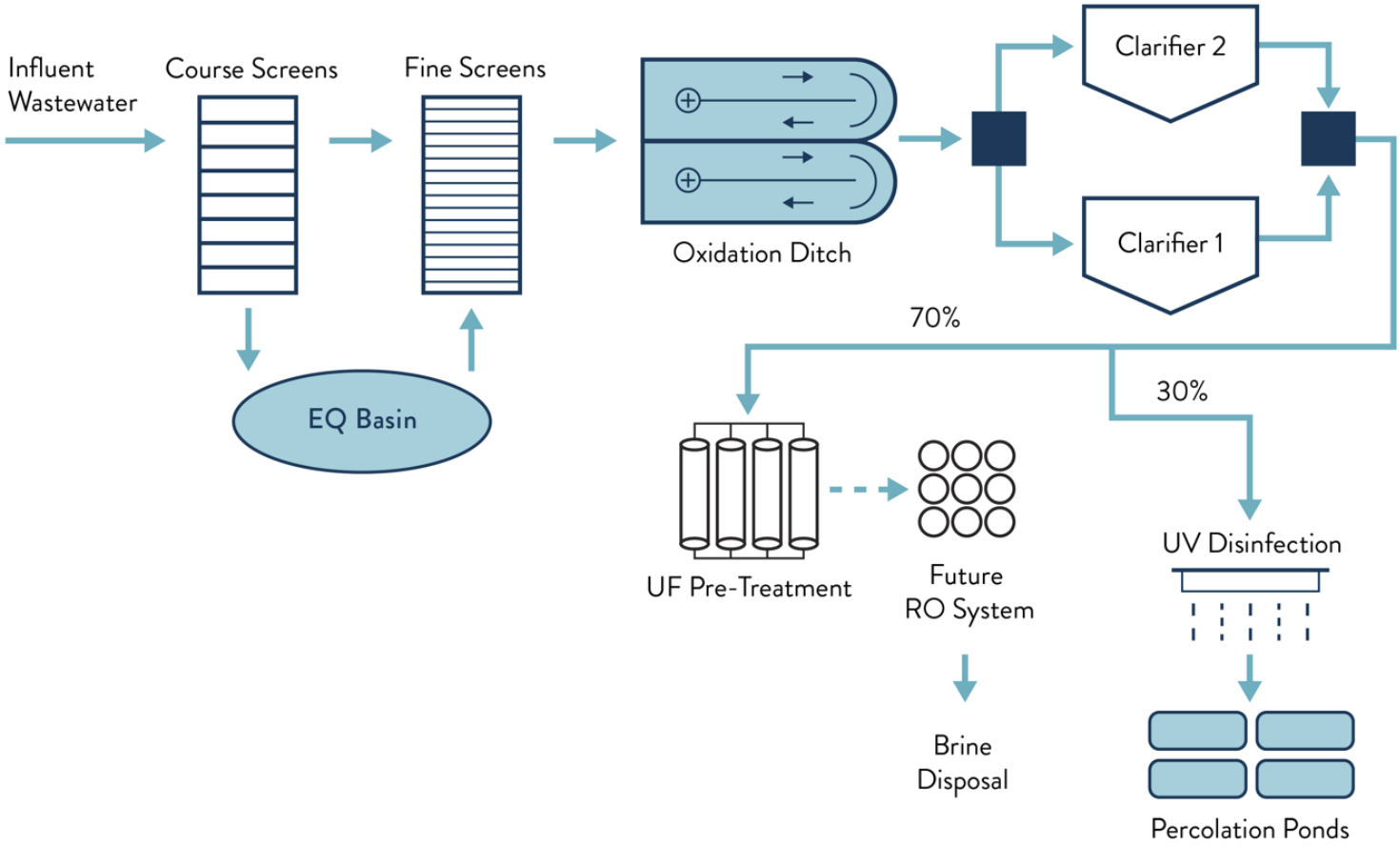
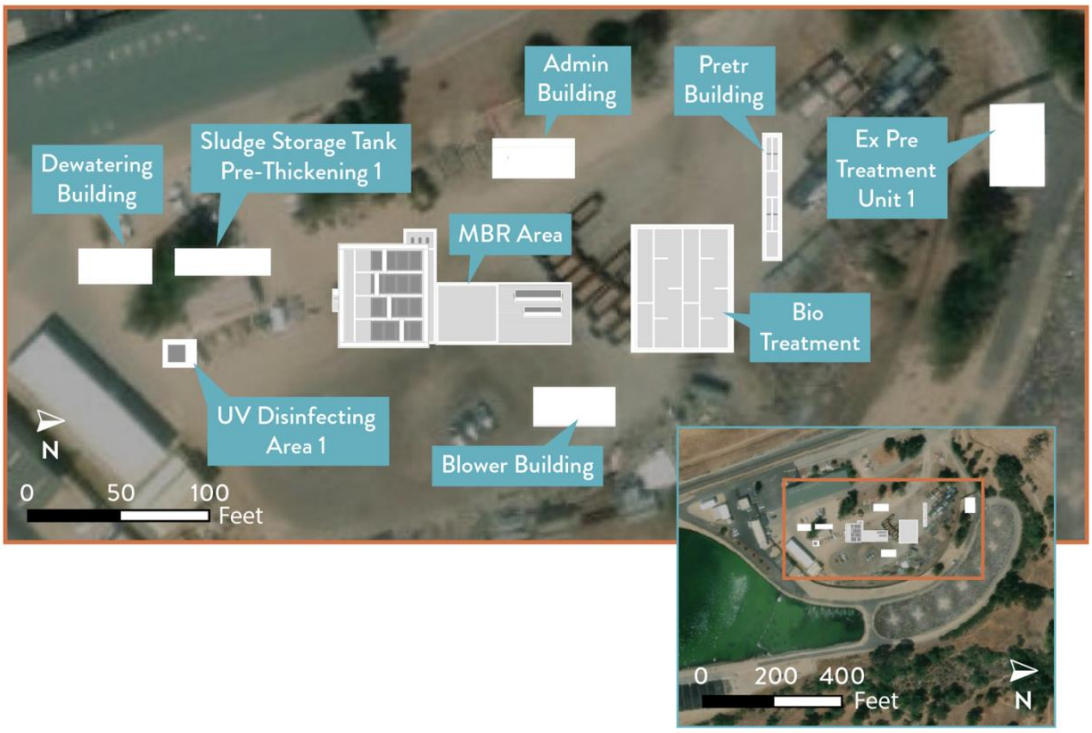


Figure 11: Oxidation Ditch Process Flow Diagram

MBR Secondary Treatment

A MBR is a secondary treatment process combining a suspended growth biological reactor with solids removal via filtration with ultrafiltration membrane elements. The membranes can be designed for and operated in small spaces and with high removal efficiency of contaminants such as nitrogen, phosphorus, bacteria, biochemical oxygen demand, and total suspended solids. The membrane filtration system in effect can replace the secondary clarifier in a typical activated sludge treatment system. Membrane filtration allows a higher biomass concentration to be maintained, thereby allowing smaller bioreactors to be used.

The MBR is shown to scale in the conceptual site plan below. The MBR process is shown including retrofit of the existing Pond 1 into Equalization. This new secondary treatment process will only take up a small portion of the existing site and would be constructed while the majority of the existing treatment system remains online.



Secondary Treatment Comparison and Recommendation

The Table 5 below shows WSC's relative comparison of the potential secondary treatment alternatives based on the criteria that we believe will be important now and into the future for the City. These are ranked relative to each other in first through third place with the first place being the best. There are other important considerations, such as cost that will be discussed later in this section.

Table 5: Secondary Treatment Matrix

Secondary Treatment Process	Effluent Quality	Potential for Reuse	Ease of Adding Salt Removal	Ease of O&M	Reliability	Space Needs	Overall Ranking
Parkson Biolac Wave	3	3	3	3	3	3	3
Oxidation Ditch	2	2	2	1	1	2	2
MBR	1	1	1	2	2	1	1

Both the Oxidation Ditch and the Biolac process would require additional post-secondary processes to support the addition of a RO treatment system for the removal of salts. Anticipated additional treatment steps for both processes would be additional screening to 1 to 2 millimeters, additional pumping, additional filtration tankage and pre-filtration through an ultrafiltration membrane prior to RO treatment.

Based on the ranking above, and to position the City for the future removal of salts, WSC is recommending the MBR for the City's secondary treatment process. While recognizing that the MBR option will be more costly than the other secondary treatment alternatives, WSC's recommendation for using an MBR stems from three primary reasons, first a MBR facility produces a very high-quality effluent suitable for direct reuse. Secondly, a MBR is superior to an Oxidation Ditch or Biolac process in that it does not require additional filtration prior to TDS and salt removal, with the addition of RO resulting is a less complicated treatment plant design should TDS removal be required. The ultrafiltration membranes in the MBR serve as the protective pre-filtration step for the RO process where either an Oxidation Ditch or Biolac process would require an additional pre-RO filtration process. Finally, the MBR is the best available technology for the treatment of wastewater, positioning the City to best meet future regulatory requirements and less likely to require future modifications to its treatment process over the life of this facility.

Cost Estimates

The cost opinions (estimates) in this report have been prepared for each secondary treatment process discussed in the previous section and each identified alternative. The estimates have been developed in conformance with industry practices as conceptual level cost opinions and are classified as Class 5 Conceptual Opinion of Probable Construction Costs as developed by Association of the Advancement of Cost Engineering (AACE) International and include both capital and life cycle costs. The purpose of a Class 5 Estimate is to provide a conceptual level of effort that is expected to range in accuracy from less than 30% to over 50%. A Class 5 Estimate also includes an appropriate level of contingency so that it can be used in future planning and feasibility studies. The design concepts and associated costs presented herein are conceptual in nature due to the limited design information that is available at this stage of project planning. These cost estimates have been developed using a combination of data from recent bids, experience with similar projects, current and foreseeable regulatory requirements, vendor coordination, and an understanding of necessary project components. As the alternatives progress, the designs and associated costs could vary significantly from the project components identified in this conceptual cost opinion.

Cost opinions are generally derived from bid prices from similar projects, vendor quotes, material prices, current electrical rates, and labor estimates, with adjustments for inflation, size, complexity, and location. The conceptual cost opinions are based on the following assumptions:

1. Cost opinions are in 2022 dollars (ENR Construction Cost Index of: 13175 for January 2023). When budgeting for future years, appropriate escalation factors should be applied. The increase in the ENR CCI 20 City Average is considered a reasonable factor to use for escalation.
2. Cost opinions are “planning-level” and may not fully account for site-specific conditions that will affect the actual costs, such as soil conditions and utility conflicts.
3. Construction costs include the following mark-up items:
    a. 30-percent contingency based on construction sub-total.
    b. Cost opinions include the following allowances:
    c. 25-percent of construction total for project implementation which includes project development, administration, alternatives analysis, planning, engineering, surveying, inspection, materials testing, office engineering, construction administration, etc.
    d. Life cycle costs include the following assumptions:
    e. Interest rate = 5%
    f. Inflation rate = 3.5%
4. Life cycle of 30 years include the following assumptions:
    a. Interest rate = 5%
    b. Inflation rate = 3.5%
    c. Life cycle of 30 years

MBR

Costs presented in Table 6 show the estimated costs to the City to upgrade the WRF to an MBR facility. Costs included in the table are primarily parametric estimates. Upgrades to the secondary treatment would conceptually include the following:

- Retrofits to the existing headworks include adding grit removal, 2mm fine screens each sized for MD flows, and required rehabilitation to existing equipment.
- Retrofits to the aeration lagoon to become the new equalization basin prior to the MBR system.
- Retrofit part of the existing site to install a new MBR treatment system with 50% redundancy. The MBR would be installed below grade in a concrete structure with pad-mounted blowers and controls building. The MBR is sized based on the projected flows and loads identified in the wastewater characterization section above with an AA flow of 2.2 MGD and a MD flow of 5.2 MGD.
- Add screw press to provide sludge dewatering.
- Add permanent standby generator to power the WRF during emergency power outages.
- Install a new UV Treatment system for disinfection, sized for MD with 100% redundancy to minimize salt additions from the treatment process while providing disinfection for disposal or reuse in accordance with Title 22 (California's recycled water) requirements.

Table 6: Baseline Cost – City's WRF Upgrade to MBR Treatment

Line Item	Description		Cost
0	Sitework		$646,000
1	Influent Lift Station, FM & Headworks Improvements		$4,307,000
2	Membrane Bioreactor		$19,595,000
3	UV Disinfection		$4,737,000
4	Dewatering System		$2,476,000
5	Standby Generator		$1,077,000
6	Earthwork		$969,000
7	Equalization Basin Retrofit		$669,000
8	Site Electrical and Instrumentation		$3,768,000
9	Piping and Valves		$2,261,000
10	Mobilization (3%)		$1,215,000
Subtotal			$41,697,000
Implementation Allowance (Eng., permits, admin., etc.)		25%	$10,425,000
Contingency		30%	$12,510,000

Table 6: Baseline Cost – City's WRF Upgrade to MBR Treatment

ENR CCI (January 2023)	13175	
Total Opinion of Probable Construction Cost		**$64,600,000**
AACE Estimate Class 5 Accuracy (-/+ %)		-30% to 50%
Estimate Range	$44,310,000 to $94,950,000	

Although the MBR will provide superior effluent water quality and will be effective at meeting most of the new effluent limitations identified in the General Permit, it falls short at removing TDS, salts, boron, sulfate, and chloride. This is also true for both Biolac and Oxidation Ditch. The following sections below provide conceptual secondary treatment costs for these two additional options.

Oxidation Ditch

Costs presented in **Table 7** show the estimated costs to the City to upgrade the WRF to an Oxidation Ditch facility. Costs included in the Table are primarily parametric estimates. Conceptual upgrades to the secondary treatment would include the following:

- Retrofits to the existing headworks include adding grit removal, 2mm fine screens each sized for MD flows, and required rehabilitation to existing equipment.
- Retrofits to the aeration lagoon to become the new equalization basin prior to the MBR system. Less equalization is required compared to an MBR facility.
- Retrofit part of the existing polishing pond to install a new Oxidation Ditch and clarifiers with 100% redundancy. The treatment system is sized based on the projected flows and loads identified in the wastewater characterization section above with an AA flow of 2.2 MGD and a MD flow of 5.2 MGD.
- Add screw press to provide sludge dewatering.
- Add permanent standby generator to power the WRF during emergency power outages. Reduced size generator is required compared to MBR and reflected in the cost estimate.
- Install a new UV Treatment system for disinfection, sized for MD with 100% redundancy to minimize salt additions from the treatment process while providing disinfection for disposal or reuse in accordance with Title 22 (California's recycled water) requirements.

Table 7: Baseline Cost – City's WRF Upgrade to Oxidation Ditch Treatment

Line Item	Description	Cost
0	Sitework	$646,000
1	Influent Lift Station, FM & Headworks Improvements	$4,307,000

Table 7: Baseline Cost – City's WRF Upgrade to Oxidation Ditch Treatment

2	Oxidation Ditch (2 Basins)		$10,874,000
3	UV Disinfection		$4,737,000
4	Dewatering System		$2,476,000
	Distribution Structures (3)		$204,000
	Secondary Clarifiers (2)		$4,630,000
5	Standby Generator		$969,000
6	Earthwork		$1,114,000
7	Equalization Basin Retrofit		$581,000
8	Site Electrical and Instrumentation		$3,768,000
9	Piping and Valves		$2,261,000
10	Mobilization (3%)		$1,098,000
Subtotal			$37,665,000
Implementation Allowance (Eng., permits, admin., etc.)		25%	$9,417,000
Contingency		30%	$11,300,000
ENR CCI (January 2023)		13175	
Total Opinion of Probable Construction Cost			**$58,400,000**
AACE Estimate Class 5 Accuracy (-/+ %)			-30% to 50%
Estimate Range		$40,880,000 to $87,600,000	

Biolac

Costs presented in **Table 8** show the estimated costs to the City to upgrade the WRF to an Biolac facility. Costs included in the Table are primarily parametric estimates. Upgrades to the conceptual Biolac secondary treatment would include the following:

- Retrofits to the existing headworks include adding grit removal, 2mm fine screens each sized for MD flows, and required rehabilitation to existing equipment.
- Retrofits to the aeration lagoon to become the new equalization basin prior to the MBR system. Less equalization is required compared to an MBR facility.
- Retrofit majority of the polishing pond site to install a new Biolac treatment system with two secondary clarifiers (one for redundancy). Biolace system is based on a 490-foot x 220-foot single basin sized to equalize large volumes and based on the projected flows and loads identified in the wastewater characterization section above with an AA flow of 2.2 MGD and a MD flow of 5.2 MGD.
- Add screw press to provide sludge dewatering.
- Add permanent standby generator to power the WRF during emergency power outages.

- Install a new UV Treatment system for disinfection, sized for MD with 100% redundancy to minimize salt additions from the treatment process while providing disinfection for disposal or reuse in accordance with Title 22 (California's recycled water) requirements.

Table 8: Baseline Cost – City's WRF Upgrade to Biolac Treatment

Line Item	Description		Cost
0	Sitework		$646,000
1	Influent Lift Station, FM & Headworks Improvements		$4,307,000
2	Biolac Wave System and Control Building		$5,500,000
	HDPE Liner		$85,000
3	UV Disinfection		$4,737,000
4	Dewatering System		$2,476,000
	Distribution Box (3)		$204,000
5	Standby Generator		$1,077,000
6	Earthwork		$775,000
7	Equalization Basin Retrofit		$581,000
8	Site Electrical and Instrumentation		$3,768,000
9	Piping and Valves		$2,261,000
10	Mobilization (3%)		$929,000
Subtotal			$31,976,000
Implementation Allowance (Eng., permits, admin., etc.)		25%	$7,994,000
Contingency		30%	$9,593,000
ENR CCI (January 2023)		13175	
Total Opinion of Probable Construction Cost			**$49,600,000**
AACE Estimate Class 5 Accuracy (-/+ %)			-30% to 50%
Estimate Range		$34,720,000 to $74,400,000	

There is a measurable difference in costs between the various secondary treatment processes considered. If the City did not have to remove salts to meet the discharge permit requirements, a cheaper secondary treatment alternative could be pursued. **Given the need for salt removal the total anticipated project costs are presented in Table 9 in the following section. With RO treatment added, the costs difference between these secondary treatment alternatives shrinks to the point that the non-economic criteria provided in Table 8 above govern our recommendation to proceed with the MBR as the City's secondary treatment alternative.**

Alternatives

The follow sections describe four (4) alternatives for how the City can potentially meet the TDS and salt requirements. The MBR is considered as the baseline cost for secondary treatment and as the City's minimum project cost for the remainder of this report. Other solutions, such as RO treatment, softening of drinking water, disposal of effluent outside of the basin, or reuse would be additive to the MBR secondary treatment process and provide more realistic representation of the costs likely to be incurred by the City.

Alternative 1: MBR Followed by Reverse Osmosis

To reduce TDS concentration and remove other materials in water such as boron, sulfate, chloride, and sodium salts sufficiently to meet the effluent requirements, an RO treatment system is required. Treated effluent will require pre-treatment prior to feeding the treated effluent into an RO system. One of the reliable pre-treatment methods are filtration through ultrafiltration membranes such as those included in an MBR. By building an MBR system as the secondary treatment process, the City will be ready for future addition of RO to reduce salts and TDS. A treatment system with an MBR followed by RO produces a very high-quality effluent that can be designed to meet the discharge limitations of the General Permit and would be suitable for disinfected tertiary water for unrestricted reuse. This treatment process would likely use UV disinfection to eliminate the addition of salts associated with chlorine disinfection.

Not all treated effluent would need to be processed through RO, the system would likely use a concept known as side stream RO that treats a portion of the effluent through RO before blending back with treated effluent to create a final product water with a target TDS concentration. The percent of water that is treated through the side stream RO will vary based on measured influent TDS concentrations and target WQR for TDS in effluent. Based on the future flows and loads for the WRF, RO side stream assumed to be 70% of the MBR size would reduce TDS and chlorides to below the WQR while also reducing the investment in salt removal treatment. A multiple pass RO to limit brine stream production would be recommended for this alternative.

Figure 12 shows a simple process flow diagram of the upgraded treatment system with MBR and RO treatment.

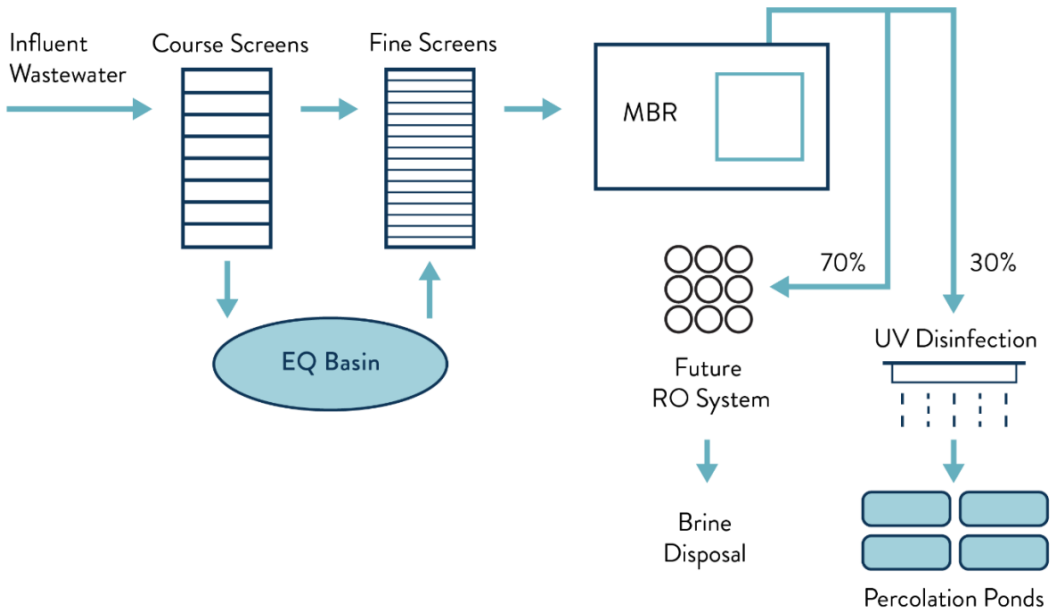


Figure 12: MBR and RO Process Flow Diagram

The level of salt removal required by the General Permit will be costly to implement through treatment alone. The significant downside of using RO is that treatment of water using RO generates a brine stream that contains highly concentrated TDS and salts that is both difficult and costly to manage. As an inland community without an ocean discharge, trucking and land disposals of salts would likely be required. The management and disposal of the brine stream will be a significant challenge and consideration for the future design of this type of facility.

Table 9 presents costs for an MBR treatment system with side stream RO sized to reduce TDS and chlorides below 550 mg/L and 70 mg/L respectively. Costs included in the table are primarily parametric estimates. To get a better representation of costs between the three secondary treatment options, costs to implement RO following a Biolac or Oxidation Ditch were added to this alternative cost estimate. Because both these secondary treatment options require additional pre-treatment ultrafiltration (UF) is required upstream of the RO for both the Oxidation Ditch and Biolac systems. This cost estimate includes a preliminary evaluation of RO sizing, design, and brine recovery system to determine budget costs and project financial feasibility.

Table 9: Cost Estimate for MBR and RO Treatment

Line Item	Description		MBR Cost	Oxidation Ditch Cost	Biolac Cost
Secondary Treatment Baseline					
Total Opinion of Probable WRF Upgrade Cost			$64,600,000	$58,400,000	$49,600,000
Alternative 1 - RO					
1	Reverse Osmosis System		$16,042,000	$16,042,000	$16,042,000
2	UF Membrane Treatment (Pretreatment)		-	$6,000,000	$6,000,000
3	Mobilization (3%)		$481,000	$661,000	$661,000
Subtotal			$16,523,000	$22,700,000	$22,700,000
Implementation Allowance (Eng., permits, admin., etc.)		25%	$4,131,000	$5,675,000	$5,675,000
Contingency		30%	$4,957,000	$6,810,000	$6,810,000
ENR CCI (Jan 2023)		13175			
Total Opinion of Probable RO Construction Cost			$25,600,000	$35,200,000	$35,200,000
Total Opinion of Probable Construction Cost			**$90,200,000**	**$93,600,000**	**$84,800,000**
AACE Estimate Class 5 Accuracy (-/+ %):			-30% to 50%		
Estimate Range:			$63,140,000 to $135,300,000	$65,520,000 to $140,400,000	$59,360,000 to $127,200,000

Table 10 shows the additive life cycle costs associated with operating and maintaining the MBR facility as baseline and the addition of RO and 30-year present value. The life cycle costs include energy usage, maintenance and replacement costs, and chemical consumption. The present value of annual costs assumes an interest rate of 5% and inflation rate of 3.5% over a 30-year timeframe. Planning-level Operation and Maintenance (O&M) costs for Alternative 1 do not capture all of the future operations and maintenance costs, e.g. brine hauling. These O&M costs are planning-level cost estimates intended to help compare the relative costs of the alternatives presented. Actual completed project O&M costs will likely be higher.

Table 10: Alternative 1 O&M Costs - MBR and RO Treatment

Description	Chemical Usage ($/year)	Electrical Usage ($/year)	Labor ($/year)	Total ($/year)
MBR (Baseline)[1]	$101,000	$829,000	$177,000[2]	$1,107,000
RO[2]	$193,000	$448,000	$184,000	$825,000
			Total O&M Annual Costs	$1,932,000
			30 Year Present Value Annualized Costs	$105,158,000

[1]Does not capture the cost for brine hauling/disposal since that has not been determined.

[2]Includes equipment replacement costs only and does not include additional staffing that would be required.

Based on the high costs of relying entirely on physical treatment of the wastewater to meet the General Permit requirements for TDS and salts removal, and the challenges associated with brine management, creative solutions to both improve influent water quality and reduce the addition of salts through self-regenerating water softener bans were also considered.

Alternative 2: Water Softening of Atascadero Mutual Water Company Well Water

As previously noted, the AMWC and the City jointly commissioned a Solute Transport study that showed an influence on the downstream well water quality, primarily salts, that come from the WRF discharge (GEOSCIENCE, 2009). In effect, it appears that salt concentrations are increasing in the groundwater in time, which in turn puts more salts into the wastewater stream, which leads to an increasing level of salts in the Atascadero sub-basin. This is exacerbated by the upwelling of geothermal waters in the basin that can be a significant source of salts and hardness. The high hardness concentrations of the AMWC production wells have resulted in an increased demand for point-of-use or in-home water softening.

Salinity & Home Water Softeners

Salt is a natural compound found in surface water, groundwater, and soil. Salinity, measures the amount of dissolved mineral salts in water, commonly referred to as total dissolved solids or TDS. While, salt in groundwater occurs naturally, agriculture and urban activities have increased salinity in many California groundwater basins.

High levels of salinity in a community's water supply can impair water quality and taste, deteriorate appliances and fixtures with scale, and impact agricultural crops and houseplants.

Although salinity contributions are often unavoidable, salt is sometimes added directly to the water system through the use of home water softeners, detergents, and plant fertilizers. Self-regenerating water softeners remove minerals responsible for water hardness (calcium and magnesium and other minerals) from water. This can reduce scaling and can increase the lifespan and performance of home appliances. The regeneration process uses a strong salt solution is flushed through the system to remove calcium, magnesium, and other minerals that accumulate in the water softener. The salty byproduct is then typically discharged into the wastewater collection system.

AMWC commissioned a study by Carollo Engineers to identify and develop cost estimates of various potential drinking water system improvements (Carollo Engineers, 2005). One of the most promising solutions was to provide water softening for the AMWC's wells. This would reduce hardness and, coupled with a ban on self-regenerating water softeners, could reduce salt loadings, particularly chloride loadings to the WRF. While the exact benefits of this

approach have not been quantified, it has the potential to reduce or potentially eliminate the need for TDS and salt removal treatment via RO at the WRF. Another alternative solution that was discussed with AMWC would be an increased importation of and reliance on the higher water quality Nacimiento Water Project. For this report, the chemical softening project was selected as representative of any solution involving a potable water salt management solution. Potable water treatment solutions provide multiple unique benefits because all of AMWC's customers would benefit from higher quality water while the City would benefit by reducing the amount of treatment required at the WRF for TDS and salt removal.

If the City and AMWC can develop a mutually beneficial approach to the salts issue, it could benefit water and wastewater customers, the underlying groundwater basin, and potentially eliminate the need for salt removal at the WRF.

Table 11 presents updated costs for implementing softening for the AMWC's wells and costs incurred to upgrade the WRF. The cost estimate is based on Carollo's 2005 Alternatives Analysis and updated to reflect 2023 dollars (Carollo Engineers, 2005). Although the alternatives analysis from 2005 analyzed many different alternatives, the alternative estimated as the one most effective at reducing salts in the potable water system included lime softening treatment for both Nacimiento water and raw groundwater, as shown below in Figure 13. This upstream removal of water hardness along with a city-wide water softener ban would greatly reduce salts and TDS entering the WRF through its influent, and thus greatly reducing treatment requirements on its effluent.

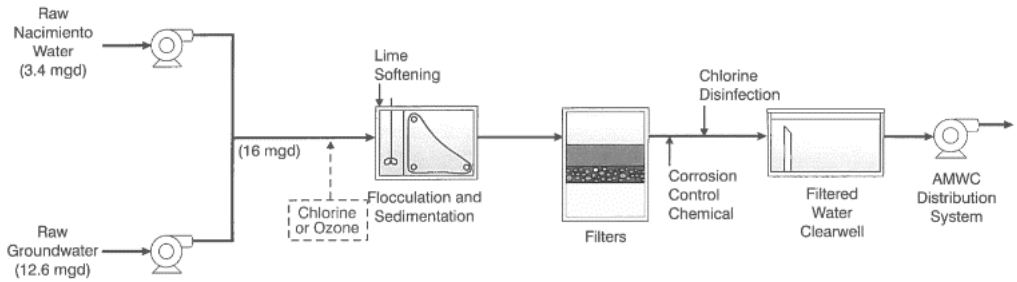


Figure 13: Process flow diagram (Carollo Engineers, 2005) for upstream removal of water hardness prior to AMWC distribution to customers.

A ban on self-regenerating water softeners could be implemented as a standalone effort, however for this report we have assumed that it would be implemented in conjunction with the softening of AMWC's source water. The timing, benefits, community outreach, communication and enforcement strategies associated with a self-regenerating water softening ban warrant further investigation prior to implementation.

Even if salts could be reduced to below the discharge permit requirements, the City would still need to upgrade their secondary treatment process to meet nitrogen, future buildout, and capacity needs. The City would still bear the cost estimate to upgrade secondary treatment to the WRF as well as financially support AMWC with the improvements on the water treatment side. The level of support required by the City would need to be defined through negotiations with AMWC. For purposes of this alternative, Table 11 and Table 12 shows both capital and O&M costs for secondary treatment upgrades at the WRF as well as water treatment improvements based on the Carollo report in grey scale.

Table 11: Alternative 2 Cost Estimate – WRF Secondary Treatment and AMWC Surface Water Softening to Remove Salts Upstream From the Carollo Report (Carollo Engineers, 2005)

Line Item	Description		Cost
Baseline			
	Total Opinion of Probable WRF Upgrade Cost		**$64,600,000**
	Alternative 2 – AMWC Surface Water Treatment		
0	Access Road		$866,000
1	Power to Site		$740,000
2	Earthwork and Paving		$2,164,000
3	Raw Water Transmission Line		$3,570,000
4	Replacement of Random Oaks Wells		$1,389,000
5	Flocculation/Sedimentation		$7,807,000
6	Filters and Blower Building		$7,464,000
7	Chemical Storage and Fee Facilities		$1,172,000
8	Wash Water Lagoons		$1,028,000
9	Sludge Drying Beds		$902,000
10	Lime System (RDP)		$776,000
11	Recarbonation System		$541,000
12	Clearwell (2.5 MGD)		$4,868,000
13	Operations Building		$1,171,000
14	On-Site Piping		$650,000
15	Treated Water Pump Station		$1,677,000
16	Standby Power		$433,000
		Subtotal	$37,200,000
Contractor OH&P		15%	$5,580,000
		Subtotal	$42,780,000

Table 11: Alternative 2 Cost Estimate – WRF Secondary Treatment and AMWC Surface Water Softening to Remove Salts Upstream From the Carollo Report (Carollo Engineers, 2005)

Engineering, Admin., and Environmental	30%	$12,834,000
Contingency	30%	$12,834,000
Change Order Allowance	5%	$2,139,000
ENR CCI (January 2023)	13175	1.8
Total Opinion of Probable Construction Cost		**$135,200,000**
AACE Estimate Class 5 Accuracy (-/+ %):		-30% to 50%
Estimate Range:		$94,640,000 to $202,800,000

Table 12: Alternative 2 O&M Costs - MBR and AMWC Treatment

Description	Chemical Usage ($/year)	Electrical Usage ($/year)	Sludge Disposal ($/year)	Labor ($/year)	Total ($/year)
MBR (Baseline)[1]	$101,000	$829,000		$177,000[2]	$1,107,000
AMWC Lime Softening	$1,350,000	$1,370,000	$760,000	$1,680,000	$5,156,000
			Total O&M Annual Costs		$6,263,000
			30 Year Present Value Annualized Costs		$340,892,000

[1]Does not capture the cost for brine hauling/disposal since that has not been determined.

[2]Includes equipment replacement costs only and does not include additional staffing that would be required.

Alternative 3: Water Reuse Option

The City would be able to produce wastewater that meets the definition of disinfected tertiary recycled water if it implements an MBR followed by a UV treatment system. With a very high-quality effluent, the number of potential reuse options for the City increases significantly.

While previous work looked at reuse, the City has not conducted a focused recycled water feasibility study. Today, the California State RWQCB's Water Recycling Funding Program Planning Grant is available for feasibility studies led by local agencies. This grant will typically cover 50% of the planning costs to develop a recycled water feasibility study. Generally, all costs necessary to determine the feasibility of using recycled water and to select an alternative to offset or augment the use of fresh/potable water from state or local supplies may be eligible for the planning grant. These grants provide a 50% match and can provide up to $150,000 in grant funding.

In addition to the ability to reclaim water, RWQCB staff have indicated, in previously held meetings, that if the City makes a good faith effort to reclaim their wastewater, they may be able to reduce the enforcement of the TDS and salt effluent provisions in the General Permit due to some of the language in the water code. However, the City will not likely be able to reuse all its wastewater, so it would likely be subject to the requirements of the Basin Plan and the Salt and Nutrient Management Plan for the basin for at least a portion of its discharge. The Paso Robles Salt and Nutrient Management Plan found that while there was assimilative capacity for nitrates in the Atascadero sub-basin, unless drinking water quality limits, which are higher than the basin water quality objectives, are used in lieu of water quality objectives there would be no assimilative capacity for salts in the sub-basin. If the RWQCB hold tightly to the Basin water quality objectives, then a Water Recycling program may not produce measurable effluent disposal benefits.

The benefit of pursuing a Water Recycling Funding Program grant is that the City can leverage grant funds to explore the use of recycled water, salts, and the potential to modify the discharge requirements for their disposed effluent. In addition, ASH, a state agency, may desire to receive recycled water to help meet the State of California's Recycled Water Policy Objectives. This creates an opportunity for the City to both treat ASH's wastewater and to potentially send recycled water back to ASH creating a large and steady recycled water customer for the City.

The outcomes of a WRF planning grant will not guarantee any change in the disposal requirements, however because RWQCB staff have indicated some flexibility and because there is the potential to provide recycled water to ASH, WSC recommends that the City's next efforts be to leverage grant funding to pursue this alternative by conducting a recycled water feasibility study.

A preliminary cost estimate for this alternative was developed and in presented in Table 13. Many of the treatment components are similar to those included in Alternative 1 but include cost adjustments to the size of the side stream RO system and the construction of a new recycled

water pipeline. The RO system size would be reduced based on the volume of effluent being diverted to reuse given that the reuse water is allowed a higher salt limitation. To reduce the size of the side stream RO system from Alternative 1 to 0.3 MGD, the amount of effluent that was planned to be delivered for reuse would bypass the RO treatment. The 2016 Master Plan identified potential public facilities and recreational areas that could receive recycled water. Based on the data presented in the 2016 Master Plan, a conceptual recycled water pipeline layout was developed based on the customers proximity to the WRF and feasibility of pipeline construction (Figure 14). The recycled water pipeline shows the proposed customers, identified by number, that could potentially accept recycled water. The pipeline would be an approximately 7.7 mile pipeline from the WRF and would deliver Title 22 water. Using the assumption of 2.5 feet of water demand per acre for an average year from the 2016 Master Plan, there would be an approximate total of 1,950 acre-feet per year (AFY), or 1.74 MGD, of recycled water demand. This would directly correlate to the amount of WRF effluent assumed to not need RO treatment prior to discharge and **could potentially reduce the size of the side stream RO treatment system by over 80-percent.**

O&M costs for the water reuse is provided in Table 14. One potential benefit to this alternative is the anticipated revenue from selling recycled water to customers has the potential to offset some of the operation and maintenance costs at the WRF. For the purpose of this analysis, recycled water was assumed to be sold at 80% of AMWC's base rate and water sales revenue offsets a significant portion of the O&M costs. The life cycle cost includes energy usage, maintenance and replacement, and chemicals for the reduced size RO.

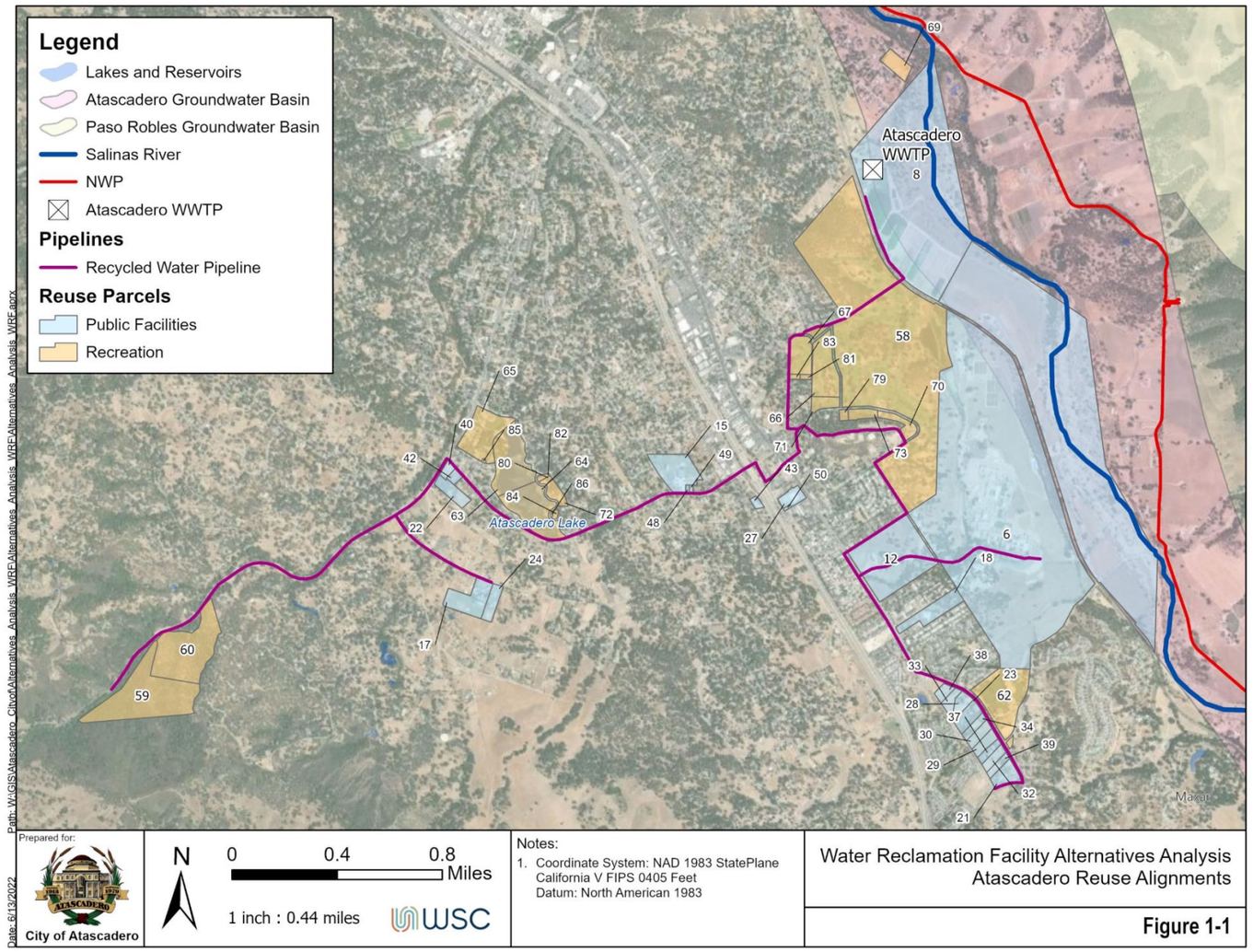


Figure 14: WRF Reuse Pipeline Alignment and Potential Reuse Customers

Table 13: Alternative 3 Cost Estimate – MBR Upgrade for Water Reuse

Line Item	Description	Cost
	Baseline	
	Opinion of Probable Reuse + RO Construction Cost	$64,400,000
	Alternative 3 – Water Reuse and Reduce Size RO	
1	Reverse Osmosis System – Reduced Size	$6,783,000
2	Recycled Water Pipeline	$13,155,00
3	Recycled Water Pump Station & Storage Tank	$1,954,000
4	Mobilization (3%)	$657,000
	Subtotal	$22,549,000
Implementation Allowance (Eng., permits, admin., etc.)	25%	$5,638,000
Contingency	30%	$6,765,000
ENR CCI (January 2023)	13175	
	Opinion of Probable Reuse + RO Construction Cost	$35,000,000
	Total Opinion of Probable Construction Cost	**$99,600,000**
	AACE Estimate Class 5 Accuracy (-/+ %)	-30% to 50%
Estimate Range	$69,720,000 to $149,400,000	

Table 14: Alternative 3 O&M Cost – MBR Upgrade for Water Reuse

Description	Chemical Usage ($/year)	Electrical Usage ($/year)	Labor ($/year)	Total ($/year)
MBR (Baseline)[1]	$101,000	$829,000	$177,000[2]	$1,107,000
Reduced Size RO	$22,000	$150,000	$184,000[2]	$356,000
Recycled Water System		$170,000	$20,000	$190,000
		Subtotal		$1,653,000
		Recycled Water Profit		($1,372,000)
		Total O&M Costs		$281,000
		30 Year Present Value Annualized Costs		$15,295,000

[1]Does not capture the cost for brine hauling/disposal since that has not been determined.

[2]Includes equipment replacement costs only and does not include additional staffing that would be required.

Alternative 4: Disposal Outside the Basin

As shown in the General Permit Table 6, Figure 15 below, the General Permit provides higher effluent limitations for neighboring Templeton and Paso Robles sub-basin/basin. If the City were to move the location of their discharge to the Templeton or Paso Robles Basin sub-basin/basin then the allowable salt concentration in the effluent would increase enough to potentially eliminate the need for side stream RO treatment. This alternative would require the City to build new infrastructure that conveys WRF effluent to a location and percolate into the Paso Robles Basin. Figure 16 shows the alignment of the 3-mile pipeline to relocate the proposed discharge.

Figure 15: Water Board Table 6

CALIFORNIA WATER BOARDS Central Coast - R3

Table 6: Effluent Limitations for Designated Groundwater Basins[4] [11], 25-Month Rolling Median in mg/L

Basin/Sub-Area	Total Dissolved Solids	Chloride	Sulfate	Boron	Sodium	Total Nitrogen[14] [15]
Paso Robles	1,050	270	200	2.0	225	10
Templeton	730	100	120	0.3	75	10
Atascadero	550	70	85	0.3	65	10

The removal of the wastewater flows from the sub-basin would likely have an impact on the sub-basin water balance and this should be closely reviewed.

A preliminary cost estimate was developed for Alternative 4 and in presented in Table 15. Many of the treatment components are like those included in Alternative 2 but include additional costs to relocate the discharge point by constructing a new 3-mile-long effluent pipeline, a percolation basin and a couple booster stations to convey the WRF effluent flow.

Based on the conceptual alignment shown in Figure 16, the pipeline would gain approximately 1,000 feet in elevation to convey effluent over the rock formation east of the WRF. Because of the significant increase in elevation, it is assumed two (2) effluent booster stations would be needed to deliver effluent to the relocated discharge location. Pump stations would be equipped

with 2 duty and 2 standby high horsepower (HP) pumps, approximately 220 HP. In addition to the conveyance infrastructure, a new effluent percolation pond would need to be sited and constructed to complete this alternative.

Planning level comparative O&M costs for relocating the discharge pipeline are included in Table 16. The major annual costs associated with this alternative are the energy costs for the effluent pump station. Because high horsepower pumps are required to push water over the small mountain range to the east of the WRF the energy use is significant. Not all O&M or land acquisition costs are captured in this table and implemented project O&M costs would likely be higher.

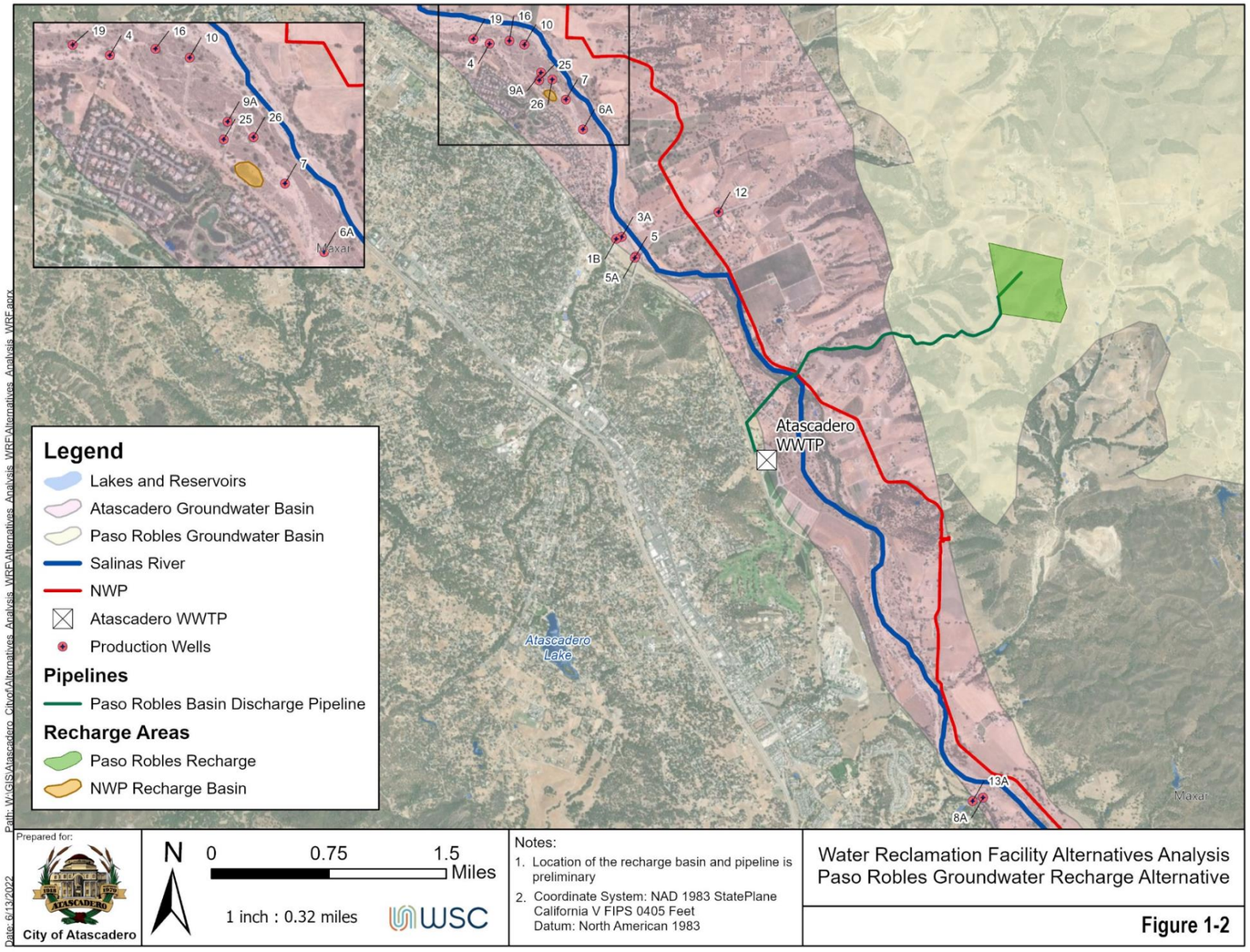


Figure 16: WRF Relocated Discharge Pipeline Alignment

Table 15: Alternative 4 Cost Estimate –Discharge Outside Atascadero Sub-basin

Line Item	Description	Cost	
	Baseline		
	Opinion of Probable MBR Construction Cost	$64,600,000	**$83,100,0**
	Alternative 4 – Discharge Relocation		
1	Discharge Pipeline	$5,675,000	
2	Booster Stations	$6,140,000	
3	Effluent Percolation Pond	$646,000	
4	Mobilization (3%)	$374,000	
	Subtotal	$12,800,000	
Implementation Allowance (Eng., permits, admin., etc.)	25%	$3,200,000	
Contingency	30%	$3,840,000	
ENR CCI (January 2023)	13175		
	Opinion of Probable Relocated Discharge Construction Cost	**$19,800,000**	
	Total Opinion of Probable Construction Cost	**$84,400,000**	
AACE Estimate Class 5 Accuracy (-/+ %)		-30% to 50%	
Estimate Range	$59,080,000 to $126,600,000		

Table 16: Alternative 4 O&M Costs - Relocating the Effluent Pipeline to Discharge in Paso Basin

Description	Chemical Usage ($/year)	Electrical Usage ($/year)	Labor ($/year)	Total ($/year)
MBR (Baseline)[1]	$101,000	$829,000	$177,00[2]	$1,107,000
Effluent Pump Station		$570,000	$20,000[2]	$590,000
			Total O&M Costs	$1,697,000
			30 Year Present Value Annualized Costs	$92,367,000

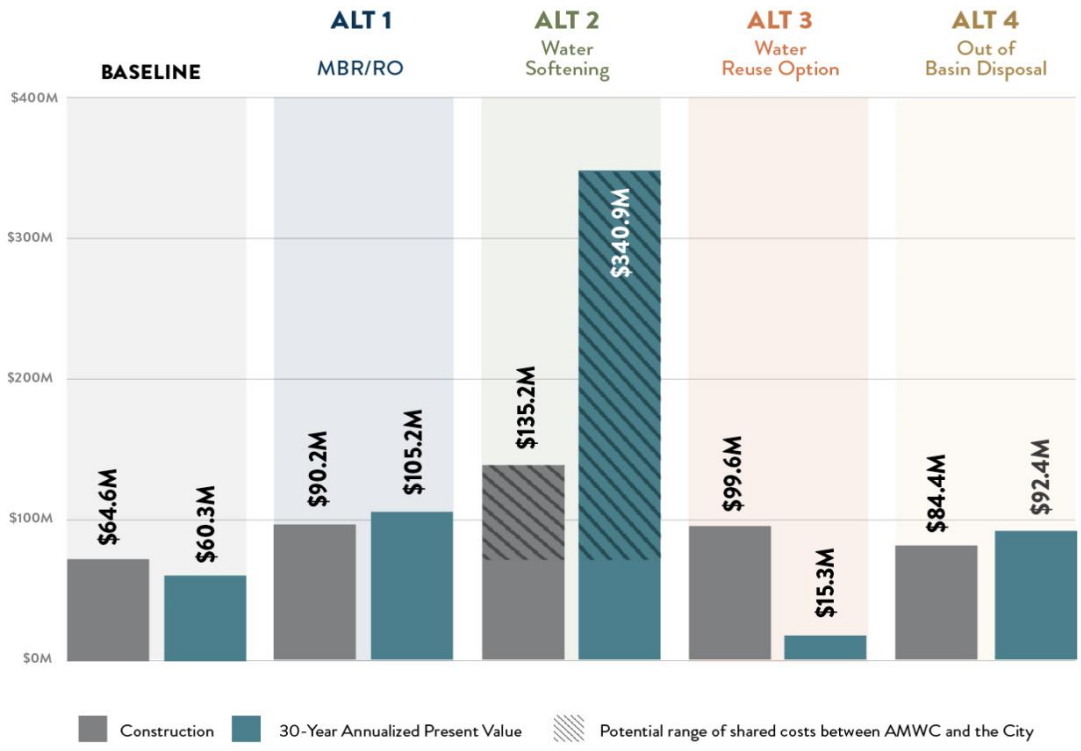
[1]Does not capture the cost for brine hauling/disposal since that has not been determined.

[2]Includes equipment replacement costs only and does not include additional staffing that would be required.

Alternative Comparison

Figure 17 provide planning level cost (capital and O&M) comparison for the four alternatives. From the alternatives analysis, it is clear that Alternative 3 has the greatest direct capital cost but the O&M costs are potentially offset by the profits made from selling recycled water. Alternative 2 shows higher capital and O&M costs relative to the other alternatives because the costs shown for developing the water treatment system and its ongoing operation and maintenance costs are included. This alternative assumes the high TDS and salt issues will be mitigated through water softening by AMWC, it is likely that the City would be required to participate in AMWC's capital and O&M costs to develop a softening project to some undetermined extent. As expected, Alternative 1 has one of the highest capital and the greatest O&M costs due to the high energy usage associated with RO. However, Alternative 4 has almost comparable O&M costs associated with the project due to the large effluent pump station required to deliver the WRF's effluent to a new location.

Figure 17: Comparison of Construction Capital Costs and O&M Costs for the Alternatives



Timing and Additional Considerations

The new General Permit provides a built-in two-year compliance period to meet the discharge requirements. Atascadero will have to provide notice within one year of enrollment in the General Permit whether it will be able to comply within the built-in two-year compliance period. Given the scope and cost of the upgrades, it is not possible for Atascadero to complete all of the work within this two-year period.

The City and WSC have already begun negotiations with the RWQCB to request the addition of at least one five-year Time Schedule Order (TSO). In addition, it may be possible for the City to gain an additional five-year TSO, but not more than two five-year TSO's are likely to be issued by the RWQCB. Under these time constraints, the City should begin the process of upgrading the secondary treatment process to an MBR (Baseline). Concurrently, but independently advancing the City would also advance the alternatives (Alternatives 1 – 4) focusing on salt removal and disposal strategies.

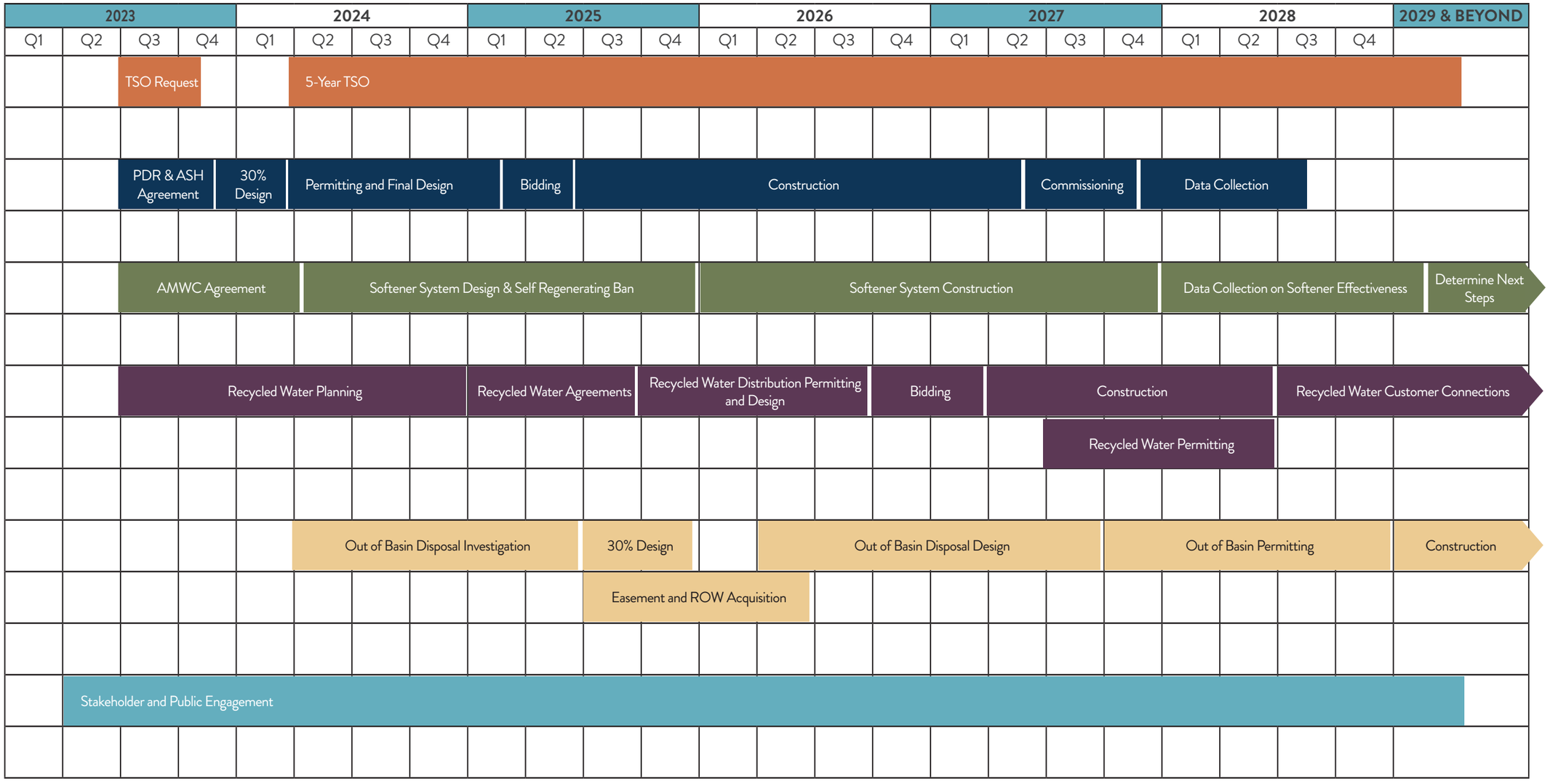
The City would not implement all four alternatives, but rather will determine as the MBR project advances (Baseline), which of the alternatives or combination of alternatives can be successfully implemented. For example, disposal outside of the basin (Alternative 4) may be infeasible if suitable percolation areas cannot be located in reasonable proximity to the WRF, or softening of AMWC source water (Alternative 2) may be determined to be too costly by the City and AMWC.

The City should build off the momentum of recent efforts with potential project partners, including ASH, AMWC, and the RWQCB, to determine which new concepts, proposed alternative, or hybrid of alternatives will produce the best outcomes for the City.

Building the secondary treatment process buys the City time to begin implementing measures such as developing a strategy for hardness reduction with AMWC, or studying, quantifying, and capturing the benefits of implementing a self-regenerating water softener ban, etc. Once secondary treatment is in place, the City can use the time provided by a TSO for salt removal to collect data and to refine its final RO strategy and sizing. An initial phasing plan is in the Schedule for Potential Alternatives on the following page.

WRF Alternatives Analysis
Schedule for Conceptual Alternatives

- Regulatory
- Secondary Treatment
- AMWC
- Water Reuse
- Out of Basin Disposal
- Stakeholder and Public Outreach



Recommendations

WSC recommends that the City consider the following actions in furthering its Wastewater Treatment Plant Upgrade.

Pursue a Recycled Water Planning Grant

The City should pursue a Recycled Water Planning Grant from the State Water Resources Control Board. By leveraging this grant opportunity, the City can look into salts, potential reuse opportunities both in and out of the basin, and explore other regulatory constraints. This will help the City understand potential opportunities of developing and implementing a water reuse program.

Continue Partner Discussions and Negotiations

The City should begin the next phase of negotiations with ASH and with AMWC. A partnership with ASH has the potential to offset a portion of the City's capital costs for the WRF upgrades and ASH also has the potential to become a large, recycled water customer for the City.

The City has the potential to partner with AMWC to provide higher quality water in the AMWC service area, while concurrently reducing the need for RO treatment at the WRF. If the City and AMWC can come to an agreement, and a self-regenerating water softener ban or other solution could be implemented, over time TDS and salt loadings to the effluent and to the sub-basin could be reduced. While the benefits of this approach are not fully quantified, it is anticipated over time that the levels of TDS and salts in the water supply wells and subsequently in the wastewater would be reduced.

The AMWC alternative needs to be started as early as possible so there is time to develop a plan and process to quantify the water and wastewater system benefits from the self-regenerating water softener ban and source water changes, as well as the sub-basin responses to the reduced salt loadings.

RWQCB staff have a great interest in seeing the LAMP areas incorporated into the City's collection system and may be willing to provide some relief on the discharge requirements in order to facilitate this conversion. In addition, there are significant grant funds available for these conversions that could be used to offset treatment and connection costs. The conversion of the LAMP areas should be carefully considered in the WRF upgrade from a regulatory, capital, and capacity perspective.

Design and Implement an MBR Treatment Facility

The City should begin the process of designing an MBR followed by UV treatment. Provisions should be made in this design for the future addition of RO and/or recycled water pumping.

By starting now, the City can address its need for expanded secondary and nitrate treatment capacity while positioning itself to comply with the salt removal required by the General Permit's discharge requirements in time.

Investigate a Self-regenerating Water Softener Ban

WSC recommends that the City begin investigating its authority and approaches for a self-regenerating water softener ban. While we would not recommend implementation of this as a standalone effort, since the groundwater supplied to AMWC is fairly hard, we estimate that water softeners could be furnishing millions of pounds of salts into the effluent and sub-basin annually.

Implementing a water softening effort on the well water and coupling that with a ban on self-regenerating water softeners could measurably reduce the salt loading to the WRRF and to the sub-basin.

Begin Data Collection for Future Work

As was discussed in the Flows and Loads TM and in the summary of Flows and Loads earlier in this document, WSC recommends that the City begins preparing for design of their WRF Upgrades by collecting the following data:

- Obtain daily or weekly influent BOD and TSS data to improve estimations of historical loadings and peaking factors. The quarterly BOD and TSS data used in the analysis is too infrequent for an accurate characterization and is likely the reason for the low peaking factors associated with AA and MM loadings. Additional loading data would improve the reliability of the analysis and provide a better representation of loading conditions.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.
- Obtain weekly influent TKN and ammonia (i.e., total ammonia nitrogen) data in to improve estimations of BOD:TKN and ammonia:TKN ratios, and to obtain nitrogen data that can be applied to historical loading analysis.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.
- Obtain weekly influent alkalinity data to improve characterization of the City's wastewater that supports development of design criteria for the WRF Upgrades secondary treatment process.
    - Water quality samples should be based on 24-hour composite sampling of influent wastewater to the existing WRF. Composite flow-weighted samples provide the most reliable data.

- Due to the limited hourly flow data available from past flow monitoring studies, WSC recommends the City perform influent flow monitoring in the collection system or at the WRF to quantify the influent PH flows upstream of the headworks that will need to be conveyed through the WRF. Understanding PH flows is critical for designing a WRF that can hydraulically convey peak flows, and lack of available peak flow data can lead to overestimates of PH flows which may result in oversizing infrastructure at the WRF.

Adaptively Manage these Alternatives

WSC recommends that the City adapt its final MBR plant sizing, effluent disposal and TDS/salts removal strategies based on the results of its negotiations with potential stakeholders, regulatory agencies, and the City's ability to fund the project. For ease of planning, we have included flows and loads from ASH and all LAMP areas, but the project could be reduced in size if those elements cannot be funded adequately to produce a benefit for the City with a corresponding reduction in the capital and operational cost of the facility.

With the General Permit, the RWQCB has imposed a very expensive and complex TDS and salts removal requirement on the City's WRF. Any relief that the City can obtain from these stringent discharge requirements through the addition of LAMP areas, or Water Recycling, or any other means will reduce the size of the RO Treatment process and could produce a measurable capital and operational cost savings for the City.

Finally, the potential for partnering with AMWC, if it can be successfully negotiated, has the potential to produce water quality, wastewater loading, and environmental benefits long into the future. The City should understand that none of these alternatives, except the MBR/RO (Alternative 1), is entirely within the City's control. Therefore, as the discussion and negotiations proceed with both regulatory stakeholder and potential project partners, there will likely be a need to refine the final project description.

REFERENCES

Carollo Engineers. (2005). *Technical memorandum No. 1 Treatment Alternatives.* City of Atascadero.

Crawford Multari & Clark, Omni-Means, Lisa Wise Consulting, The City of Atascadero Community Development Dept. (2016). *General Plan 2025.* City of Atascadero.

GEOSCIENCE. (2009). *Ground Water Flow and Solute Transport Model.*

Michael K Nunley & Associates. (2016). *Master Plan Update .* Atascadero: City of Atascadero.

MKN & Associates. (2018). *Wastewater Evaluation to Serve Potential Users from 2017 LAMP Study.* Arroyo Grande.

MKN & Associates, MNS Engineers, Inc. (2015). *City of Atascadero Wastewater Collection System Master Plan Update.* San Luis Obispo CA.

RMC Water and Environment. (2015). *Salt/Nutrient Management Plan for the Paso Robles Groundwater Basin.*

Water Environment Federation. (2018). *Design of Water Resource Recovery Facilities* (6th Edition ed.). McGraw Hill Education.

TECHNICAL MEMORANDUM - DRAFT

To: Ryan Hayes, PE
Deputy Public Works Director
City of Atascadero
(Submitted Electronically)

From: Eileen Shields, PE
Julia Cannon, EIT

Date: May 12, 2023

Subject: City of Atascadero Water Reclamation Facility - Secondary Treatment Evaluation

1.0 Introduction

In December 2022 the City of Atascadero (City) contracted with MKN & Associates, Inc., (MKN) to perform a secondary treatment evaluation for the Atascadero Water Reclamation Facility (WRF). This evaluation will be used in determining the next steps for a phased WRF improvement project in anticipation of Regional Water Quality Control Board's General Waste Discharge Requirements (WDR) Order No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day (General Permit). Included in this technical memorandum is an evaluation of a conventional activated sludge system, oxidation ditch system, and a membrane bioreactor (MBR) system.

2.0 Preliminary Design Criteria

MKN reviewed the information in the Wastewater Characterization Technical Memorandum (WSC, June 2022 – "2022 Memo"), provided by the City. Based on the data provided in the 2022 Memo, MKN developed preliminary influent design criteria for the following three conditions: Existing City, Existing City plus Atascadero State Hospital (ASH), and Future City plus ASH. These conditions and the assumptions used for flows and loadings are described below.

Existing City conditions are based on the historical average annual (AA) and maximum month (MM) flows and concentrations from 2016 – 2020 as reported in the Wastewater Characterization Technical Memorandum (WSC, June 2022), provided by the City. The historical AA and MM biological oxygen demand (BOD) and total suspended solids (TSS) loads were calculated using the following equations, with the conversion factor of 8.34, flow in million gallons per day (MGD) and concentration in milligrams per liter (mg/L):

$$\text{Eq.1: } Concentration_{AA} * Flow_{AA} * 8.34 = Load_{AA}$$

$$\text{Eq 2: } Concentration_{MM} * Flow_{AA} * 8.34 = Load_{MM}$$

AA flows were used for both AA and MM loading calculations. Typically, MM BOD and TSS concentrations are back-calculated from MM loadings recorded by plant operators since MM concentrations may exist during months when flows are below AA flows. The approach above yielded total loading results very similar to the Wastewater 2022 Memo so it was considered appropriate for this study. It is assumed future sampling will be performed to refine loading assumptions prior to beginning design activities.

The AA and MM total Kjeldahl nitrogen (TKN) and ammonia concentrations and loadings were calculated by multiplying the respective BOD concentration/load by assumed ratios (BOD:TKN = 5.0 and Ammonia:TKN = 0.6) per the 2022 Memo (ibid). These ratios may result in conservatively high nitrogen estimates. Influent flow and constituent sampling is highly recommended to refine the influent flow and loading design criteria.

Existing City + ASH (Phase I) conditions are based on the projected flows provided in the 2022 Memo. Assuming the wastewater connection from Atascadero State Hospital (ASH) will be completed in the near future, this loading condition was included to reflect the design criteria that will guide the City's first phase of improvements at the WRF. The AA BOD and TSS loadings were calculated by adding the estimated existing City loadings with the existing ASH loadings provided in the 2022 Memo. Concentrations for these loadings were back-calculated using the equations above. TKN and Ammonia design values were calculated using the same assumed ratios applied to existing conditions.

2040 Buildout + LAMP + ASH (Phase II) conditions are based on the projected flows provided in the 2022 Technical Memorandum and include anticipated wastewater connections from the 2040 buildout plan, Local Area Management Plan (LAMP) areas, and estimated ASH buildout. The AA and MM BOD and TSS loads were calculated using the following equations:

$$\text{Eq 3: } (Concentration_{AA^1} * Flow_{AA^2} * 8.34) + (Concentration_{ASH\ Buildout} * Flow_{ASH\ Buildout\ AA} * 8.34) = Load_{AA}$$

$$\text{Eq. 4: } (Concentration_{MM^1} * Flow_{AA^2} * 8.34) + (Concentration_{ASH\ Buildout} * Flow_{ASH\ Buildout\ AA} * 8.34) = Load_{MM}$$

[1]2040 buildout including LAMP; assumed to remain the same as historical
[2]2040 projected buildout flow including LAMP

Concentrations for these loadings were back calculated by dividing loadings by 8.34 (conversion factor) and 2.2 MGD, the projected AA flow for buildout conditions for both the City (with LAMP areas) and ASH. TKN and Ammonia design values were calculated using the same assumed ratios used for existing conditions.

The maximum day flow (MDF) is the maximum daily flow rate experienced at the WRF and is used to evaluate hydraulic retention times. For existing City conditions, the MDF reported on January 9, 2023 was used. MDF for future conditions was assumed as reported in the 2022 Tech Memo.

The peak hour flow (PHF) is the maximum one-hour flow experienced by the system. For this TM, the peaking factor of 3.8 (City of Atascadero Water Reclamation Facility Master Plan, 2016) was multiplied by AAF to estimate PHF.

Table 2-1 summarizes the estimated WRF design influent flows and loadings for existing and future conditions.

Table 2-1: Summary of Estimated Existing and Future WRF Flows and Loadings				
Parameter	**Unit**	**Existing City**	**Existing City + ASH (Phase I)**	**2040 Buildout + LAMP + ASH (Phase II)**
AAF	MGD	1.3	1.5	2.2
MMF	MGD	2.1	2.3	3.5
MDF	MGD	4.6	4.8	5.2
PHF	MGD	4.9	5.6	8.4
AA BOD Concentration	mg/L	310	300	302
AA BOD Load	ppd	3360	3670	5540
MM BOD Concentration	mg/L	436	436	436
MM BOD Load	ppd	4730	5340	8000
AA TSS Concentration	mg/L	259	261	261
AA TSS Load	ppd	2810	3200	4790
MM TSS Concentration	mg/L	467	479	477
MM TSS Load	ppd	5060	5870	8760
AA TKN Concentration	mg/L	62	60	60
AA TKN Load	ppd	672	734	1100
MM TKN Concentration	mg/L	87	87	87
MM TKN Load	ppd	946	1068	1600
AA Ammonia Concentration	mg/L	37	36	36
AA Ammonia Load	ppd	403	440	660
MM Ammonia Concentration	mg/L	52	52	52
MM Ammonia Loading	ppd	568	641	960

Existing effluent design criteria are based on the City's existing Waste Discharge Requirement (WDR) permit, Order No. 01-014. Future effluent design criteria have been developed under the assumption that the City will be enrolled in the General Order R3-2020-0020. **Table 2-2** summarizes the existing and assumed future effluent limits. Future effluent limits for BOD, TSS, and TN are the basis for sizing secondary treatment facilities in this study.

Table 2-2: Summary of Existing and Estimated Future WRF Effluent Limits						
			Future Limits			
Constituent	Units	Existing Limits[1]	25-Month Rolling Median	30-Day Average	7-Day Average	Sample Maximum
Settleable Solids	mL/L	0.3	-	0.1	0.3	0.5
Total Suspended Solids	mg/L	-	-	30	45	N/A
BOD_5	mg/L	-	-	30	45	N/A
soluble BOD_5	mg/L	100	-	-	-	-
Total Dissolved Solids	mg/L	1000	550	-	-	-
Sodium	mg/L	200	65	-	-	-
Chloride	mg/L	250	70	-	-	-
Nitrate (as N)	mg/L	8	-	-	-	-
Boron	mg/L	1.0	0.3	-	-	-
Sulfate	mg/L	-	85	-	-	-
Total Nitrogen (as N)	mg/L	-	10	-	-	-
pH	-	6.5 - 8.3	-	6.5 - 8.4	N/A	N/A
[1]Limits are based on maximum concentrations for effluent discharged from the WRF						

Since secondary treatment is not intended to address salts, TDS, sodium, chloride, born, and sulfate were not considered as design criteria. It is assumed those constituents would be addressed in a future phase of the project, if necessary.

3.0 Alternatives Evaluation

3.1 Summary of Alternatives

Three secondary treatment alternatives were evaluated, including a conventional activated sludge system with secondary clarifiers, an oxidation ditch system with secondary clarifiers, and a membrane bioreactor.

The Modified Ludzack-Ettinger (MLE) process configuration was assumed for the activated sludge alternative. The MLE process is one of the most common biological nutrient removal wastewater treatment processes. It utilizes an anoxic zone, where molecular oxygen is absent but oxidized nitrogen is present, and is followed by an aerobic zone, where diffusers provide dissolved oxygen for biomass growth and oxidation. Denitrification occurs in the anoxic zone, utilizing the carbon available in the influent wastewater. The nitrate formed in the aerobic zone is returned to the anoxic zone through an internal recycle (IR) line. Secondary clarification follows the MLE process where biomass settles as sludge and is returned to the anoxic zone through a return activated sludge (RAS) line.

Figure 3-1 - MLE System (UConn Today 2022)

An oxidation ditch system consists of a ring-shaped channel equipped with mechanical aeration and mixing devices. The looped channel provides a continuous circulation of wastewater and biomass. High internal recycle rates, which are important for growing a high concentration of biomass for efficient treatment, are achieved without the need for an internal recycle pumping system. Influent wastewater is mixed with activated sludge in an anoxic chamber to accomplish biological nitrogen removal. The design mimics the kinetics of a completely mixed reactor in the aerated sections, with plug flow along the channels. The aeration zone, located at the turn in the channel, provides oxidation of BOD and ammonia and establishes constant flow, driving the mixed liquor along the channels. As wastewater leaves the aeration zone, oxygen concentrations decrease, and denitrification occurs. Secondary clarification follows the oxidation ditch process which allows biomass to settle as sludge. The settled activated sludge is returned to the anoxic chamber through a pump station and pipeline.

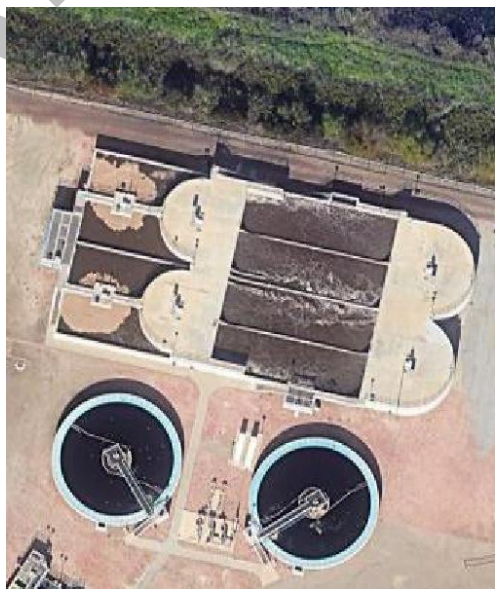


Figure 3-2 - Oxidation Ditch System with Secondary Clarifiers (Google Earth 2023)

The MBR process includes aeration basins that utilize membrane filtration. This allows for solids to separate by utilizing polymetric filtration media with extremely small pores. Pore sizes range from 0.04 to 0.4 microns to sieve and separate solids from the treated effluent. Unlike activated sludge processes, this alternative does not require secondary clarification and filtration steps. Without conventional secondary clarification, the mixed liquor suspended solids (MLSS) concentration can be as high as 10,000 mg/L. When compared to conventional suspended growth processes, the overall MBR process footprint is smaller and produces a higher quality effluent with the added membrane filtration.

Figure 3-3 - MBR System (The MBR Site 2022)

The evaluation for each of these three secondary treatment alternatives included consideration of the following criteria:

- Anticipated effluent water quality
- Staffing requirements / Ease of operation
- Energy requirements
- Process flexibility
- Maintenance/Reliability
- Solids handling impacts
- Advanced treatment compatibility
- Estimated capital cost
- Estimated annual operating and maintenance cost
- Net Present Value

The following assumptions were used for each alternative:

- Biological treatment sizing is based on the MMF condition, with hydraulic capacity to pass the MDF. MKN used Biowin and spreadsheet models for preliminary process modeling to confirm basin sizes and configuration.
- Phase 1 improvements are sized for the MMF of 2.3 MGD and MDF of 4.8 MGD (existing City + ASH scenario).
- Phase 2 improvements are sized for the MMF of 3.5 MGD and MDF of 5.2 MGD (2040 Buildout + LAMP + ASH).
- Dissolved solids (salts) removal is not included in this analysis.

Ancillary facilities common to all the alternatives were not considered for this evaluation, given minimal differences across the three alternatives. These include any needed improvements to the influent piping and

headworks screens, provisions for handling high wet weather flows (other than equalization for process control), sludge handling and dewatering facilities, site power/electrical improvements, and office/administration building.

3.2 Estimated Equalization Storage Requirements

To reduce impacts from fluctuating influent flows and loads and help ensure consistent treatment, flow equalization will be needed for the MLE and the MBR alternatives. It is anticipated that the oxidation ditch system can be designed for higher peaking factors sufficient to handle diurnal fluctuations. The cost/benefit of including the hydraulic flexibility is expected to outweigh the cost of equalization storage but should be evaluated further if the City pursues an oxidation ditch system. For purposes of this evaluation, it is assumed the oxidation ditch system will not require separate diurnal equalization storage.

Since hourly influent flow information was not available, a typical domestic wastewater diurnal flow pattern for a similar community system was used to estimate hourly flow rates during MDF conditions for preliminary sizing of the equalization storage required. Both Phase 1 and Phase 2 MDF conditions were reviewed, and the estimated equalization storage needed under the two conditions was calculated. **Figure 3-4** shows the assumed hourly flow rates during a MD flow condition over 24 hours, averaging out to the Phase 2 MDF of 5.2 MGD. During Phase 2, approximately 575,000 gallons of storage would be needed to equalize the hourly flows to limit flow to the secondary treatment process to the average of 5.2 MGD. When influent flows are less than 5.2 MGD, stored wastewater from the equalization basin would be released (between hours 0 and 7 in **Figure 3-4**). Influent flows greater than 5.2 MGD are sent for storage in the equalization basin (between the hours of 7 and 15, and from hours 17 to 24). This area between a straight-line flow rate of 5.2 MGD and the diurnal flow pattern above 5.2 MGD represents the estimated required equalization storage volume. A similar evaluation of the Phase 1 MDF indicates approximately 530,000 gallons of storage would be needed during MDF conditions.

For purposes of this evaluation, a 570,000-gallon equalization basin is assumed to be appropriate for both Phase 1 and Phase 2 systems. It is recommended that this assessment be performed using actual hourly flow measurements for different dry and wet weather conditions during design to develop the actual volume requirements.

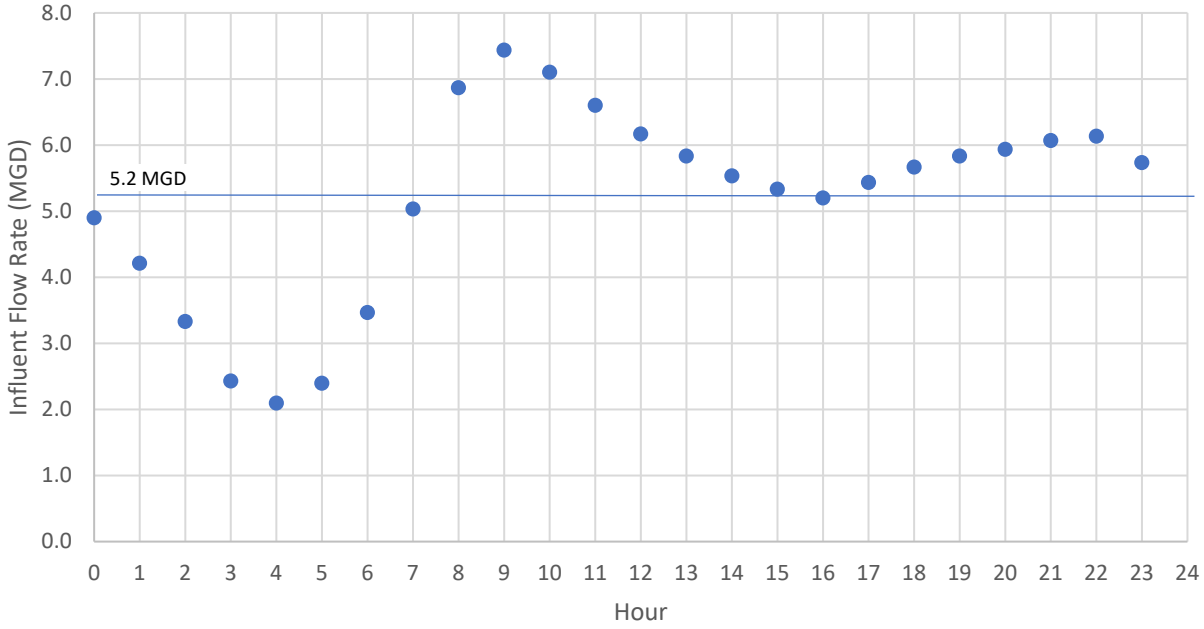


Figure 3-4 - Atascadero WRF Assumed Hourly Flow Rate for Phase 2 MDF using Typical Diurnal Flow Pattern

3.3 Secondary Treatment Alternative 1 – Conventional Activated Sludge System (MLE)

The MLE system would consist of concrete bioreactors, secondary clarifiers, distribution boxes, and an equalization basin. Equalization storage, new aeration systems, pumps, piping, instrumentation, and controls would also be required.

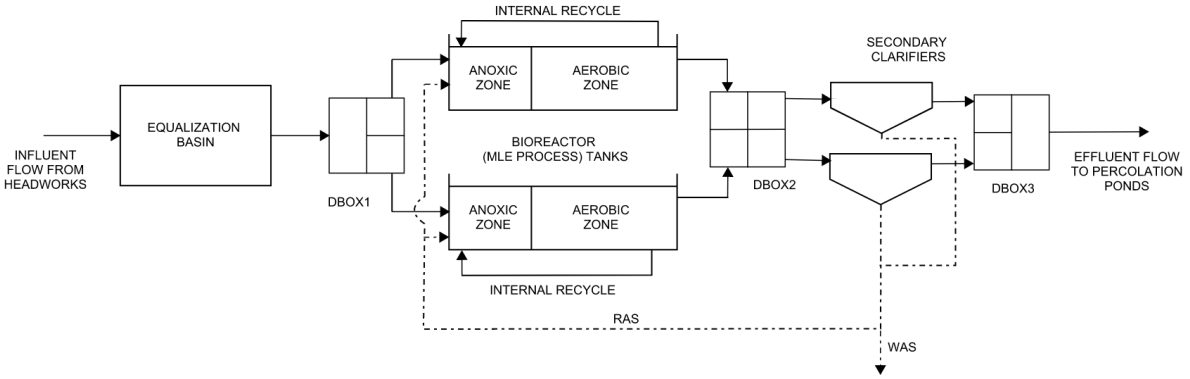


Figure 3-5 - Process Flow Diagram for Alternative 1: MLE System

Influent wastewater would be conveyed through the existing fine (0.25 inch) screens and into an equalization basin to control the MLE influent flow rate. From the equalization basin, flow will be pumped to the two aeration tanks, beginning at the anoxic zone. Submersible mechanical mixers in the anoxic zone will distribute solids while preventing the introduction of oxygen from the water surface. Flow will then move to the aerobic zone. An aeration system with fine-bubble diffusers and blowers will supply air to the aerobic zone. Internal recycle (IR) pumps in the aerobic zones return mixed liquor to the anoxic zone to assist in denitrification. Secondary clarifiers will follow the aeration basins, providing settling of solids and biomass. Return activated sludge (RAS) pumps and piping will transport the activated sludge to the anoxic basins, and secondary clarifier effluent will be delivered to the existing percolation basins.

Tables 3-1 and **3-2** outline the preliminary design criteria for Alternative 1, Phase I buildout.

Table 3-1: Preliminary Design Criteria Alternative 1 MLE System

Design Element	Value
Number of Aeration Basins	2
Minimum Design Temperature	14 deg C
Total Process Volume	1,696,800 GAL
Total Process Volume, Each Train	848,400 GAL
Approximate Footprint, Total	61,480 SF
Side Water Depth	18 FT
Anoxic Zone	
Anoxic Zone Volume, each	282,800 GAL
Anoxic Mixers, two each basin	10 HP
Aerobic Zone	
Aerobic Volume, each	565,600 GAL
Diffuser type	Fine bubble
Aeration Blowers	
Number of Blowers	2 Duty, 1 Standby
Blower Horsepower, each	200
Internal Recycle Pumps	
Number of IR Pumps, each basin	2
Capacity, each (100% MMF)	830 gpm
Motor Power, each	5 HP

Table 3-2: Preliminary Design Criteria for Secondary Clarifiers, Alternative 1	
Design Element	**Value**
Number of secondary clarifiers	2
Diameter	85 FT
Side Water Depth	15 FT
Overflow Rate at MMF (1 in operation)	405 gpm/SF
Overflow Rate at PHF (1 in operation)	983 gpm/SF

It's anticipated that a third clarifier, third aeration basin, and a fourth 200-HP blower, along with the associated equipment, piping, electrical and instrumentation, will be required to meet Phase II buildout conditions including ASH and LAMP connections.

3.3 Secondary Treatment Alternative 2 – Oxidation Ditch System

The preliminary oxidation ditch system design includes the addition of distribution boxes, two closed loop oxidation ditch reactors, and two secondary clarifiers to provide biological treatment.

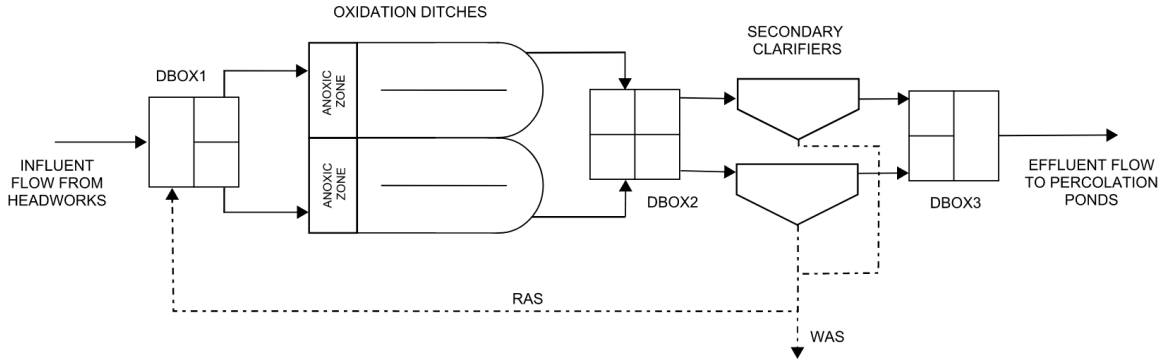


Figure 3-6 - Process Flow Diagram for Alternative 2: Oxidation Ditch

Influent WRF flow would be conveyed through the existing course screens and into a distribution box to deliver flow to the two oxidation ditch tanks. One advantage of the oxidation ditch system is the ability to handle a relatively high hydraulic peaking factor. It is anticipated that diurnal equalization storage will not be required. The oxidation ditch reactors will have pre-anoxic chambers and common wall construction. Aerators are positioned on each end of the oxidation ditches to ensure solids suspension in the entire channel. Flow will then be transported to another distribution box which will deliver flow to secondary clarifiers, allowing biomass to

settle. The settled activated sludge will be pumped from the clarifiers to the front of the oxidation ditches through RAS pipelines. Effluent from the secondary clarifiers will be pumped to existing percolation ponds.

Tables 3-3 and **3-4** outline the design criteria and preliminary sizing information for Alternative 2, Phase I buildout.

Table 3-3: Preliminary Design Criteria Alternative 2 Oxidation Ditch System	
Number of Oxidation Ditches	2
Anoxic Basin Volume, each ditch	0.70 MG
Aeration Basin Volume, each ditch	1.95 MG
Operating Side Water Depth	13 FT
Approximate Oxidation Ditch Footprint, Total	61,470 SF
Number of Aerators, each ditch	2
Aerator Horsepower, min	125 HP

Table 3-4: Preliminary Design Criteria for Secondary Clarifiers, Alternative 2	
Design Element	**Value**
Number of secondary clarifiers	2
Diameter	85 FT
Side Water Depth	15 FT
Drive Motor Size	2 HP
Overflow Rate at MMF (1 in operation)	405 gpm/SF
Overflow Rate at PHF (1 in operation)	983 gpm/SF

Two oxidation ditches will also support Phase II buildout conditions. To support both ASH and LAMP connections, the aerators may need to be upsized to 150 HP. The cost/benefit of installing the larger aerators during Phase 1 should be reviewed during preliminary design. It is anticipated that a third 85-foot diameter secondary clarifier will be required for Phase II.

3.4 Secondary Treatment Alternative 3 – Membrane Bioreactor System

The MBR system design would include the addition of an equalization basin, additional fine screens, distribution boxes, two aeration basins, and two MBR basins. Depending on the design preference, the membrane tanks may be continuous with the aeration basins, or separate structures.

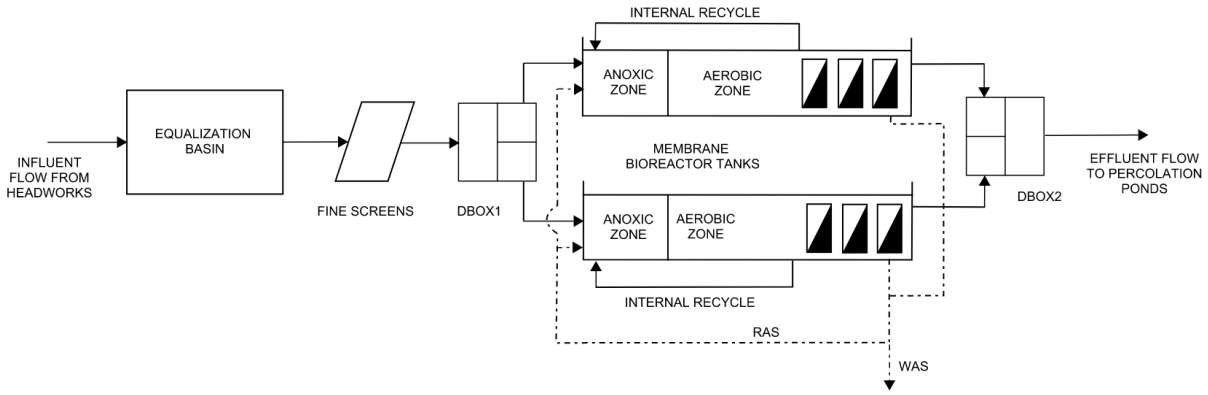


Figure 3-7 - Process Flow Diagram for Alternative 3: MBR

Influent flow would be conveyed through the existing 6-millimeter (mm) fine screens into an equalization basin to attenuate daily flows. From the equalization basin, wastewater will flow through a set of 2-mm fine screens to protect the pores of the membrane filters downstream, maximizing their service life. After screening, wastewater will enter the two aeration basins, which will include anoxic and aerobic zones similar to the basins proposed in Alternative 1, but smaller volumes due to the higher MLSS concentrations for an MBR system. This process provides suspended growth biological treatment. Effluent from the aeration basins will be processed through membrane filters, which will concentrate return activated sludge to be returned to the anoxic zone. Effluent from the filters will be pumped to existing percolation ponds.

Table 3-5 outlines the preliminary design criteria and sizing information for Alternative 3.

Table 3-5: Preliminary Design Criteria for Alternative 3 MBR System	
Number of Aeration Basins	2
Minimum Design Temperature	14 deg C
Total Process Volume	1,044,600 GAL
Total Process Volume, each train	522,300 GAL
Approximate Footprint, Total	12,450 SF
Side Water Depth	13 FT
Anoxic Zone	
Anoxic Zone Volume, each	64,900 GAL
Anoxic Mixers, one each basin	7.5 HP
Aerobic Zone	
Aerobic Volume, including MBR tanks, each	457,400 GAL
Diffuser Type	Fine Bubble
Aeration Blowers	
Number of Blowers	2 duty + 1 standby
Blower Horsepower, each	100

It is assumed the membranes will be hollow fiber or flat plate (or hybrid) and the MBR system would be designed for a maximum flux at the design MDF of 23 gallons per square foot per day (pfd) with one cartridge out of service. If pursued, detailed design should also consider providing sufficient space in the membrane tanks to allow for the addition of membrane cartridges in the future.

A third train with anoxic basin, aeration basin and membrane tanks, along with the associated blowers, pumps, equipment, piping, electrical and instrumentation, will be required to meet Phase II buildout conditions including ASH and LAMP connections.

4.0 Qualitative Evaluation of Alternatives

The treatment processes were evaluated based on experience with similar municipal treatment facilities and an understanding of the process advantages and disadvantages. The criteria are described below. Each process was reviewed and assigned a numerical score using the following:

3 Advantageous
2 Neutral
1 Unfavorable

4.1 Qualitative Evaluation Comparison

Table 4-1 is a summary of the qualitative evaluation of secondary treatment alternatives. The qualitative evaluation is subjective and varies between agencies and projects. The criteria and relative importance, or weighting, of these criteria may vary.

*The weighting shown in **Table 4-1** is intended to provide an example of the qualitative evaluation, and therefore is highlighted. Weighting can be adjusted as City staff sees fit for the final evaluation and TM.*

Table 4-1: Qualitative Evaluation Ranking of Secondary Treatment Alternatives

Criterion	Weight	Alternative		
		1. MLE Activated Sludge	2. Oxidation Ditch	3. MBR
Effluent Quality	5	2	2	3
Staffing Requirements	3	2	3	1
Process Flexibility	3	2	1	2
Process Expandability	4	1	2	3
Maintenance/Reliability	4	2	3	1
Energy Requirements	2	3	2	1
Solids Handling Impacts	2	2	3	1
Advanced Treatment Compatibility	3	2	2	3
Weighted Total Score		**46**	**58**	**53**

The alternatives received weighted total scores for the qualitative evaluation between 46 and 58, with Alternative 1 (MLE) receiving the lowest total weighted score, and Alternative 2 (Oxidation Ditch) receiving the highest total weighted score. The total weighted score for Alternative 2 (MBR) fell in the middle.

Reasoning for the assigned scores for the qualitative evaluation are provided in the subsections below.

4.2 Effluent Quality

Effluent quality reflects the ability of a system to achieve high effluent quality and is considered one of the most important criteria for the secondary treatment process. Alternative 3, MBR, received the highest score since membrane filtration process removes the highest level of solids and can provide effluent with lower BOD, TSS, and TN than other activated sludge processes. This higher effluent quality can reduce disinfection requirements. The other two alternatives produce high effluent quality but rely on secondary clarifiers which result in higher solids in the treated effluent. They were assigned a neutral score.

Table 4-2 summarizes the anticipated effluent water qualities for the secondary treatment alternatives.

Table 4-2: Anticipated Effluent Water Quality				
Parameter	**Units**	**(1) MLE**	**(2) Ox Ditch**	**(3) MBR**
5-day Biological Oxygen Demand	mg/L	< 20	< 10	< 5
Total Suspended Solids (TSS)	mg/L	< 20	< 10	< 5
Total Nitrogen (as N)	mg/L	< 8.0	< 8.0	< 5

4.3 Staffing Requirements

California Code of Regulations Title 23, Division 3, classifies wastewater treatment plants to determine what Grade operator will be required to manage the plant. If Alternatives 1 or 2 are implemented, the plant would be classified as Class III for Phase I, requiring a minimum Grade III Chief Plant Operator to run the secondary treatment system and a minimum grade II Designated Operator in Charge. If Alternative 3 is implemented, the plant would be classified as Class IV and require a minimum Grade IV Chief Plant Operator and minimum grade III Designated Operator in Charge.

It should also be noted an MLE or MBR process (Alternatives 1 and 3) will likely require one or more maintenance technicians with experience in instrumentation, controls, and mechanical equipment. Alternative 2 is anticipated to have less automation and less sophisticated controls. Therefore, Alternative 3 is given the lowest rating due to having the most prescriptive staffing requirements per state requirements and to address sophisticated operation needs. Alternative 2 is given the highest rating and Alternative 1 is in the middle.

4.4 Process Flexibility

It is important for the selected treatment technology to accommodate daily influent fluctuations in both flow and loading. The oxidation ditch (Alternative 2) is comprised of two large ditches with little flexibility, since either ditch cannot be easily brought online or taken offline. The MLE and MBR alternatives (1 and 3, respectively) have multiple bioreactors that can have swing zones incorporated. This can increase aerobic and anoxic volumes as needed. Therefore, Alternative 2 was given a lower rating than Alternatives 1 and 3, which were given the same rating.

4.5 Process Expandability

Future expandability to meet design flows and loading scenarios is very important. MBR (Alternative 3) has the smallest footprint and smallest basins and can be more easily expanded in the future. Oxidation ditch (Alternative 2) has the largest footprint, largest basins, and can be the most difficult to expand. However, since the process volume required for Phase 2 is not much larger than for Phase 1, the conceptual design assumes the ditches will be constructed for Phase 2. For the oxidation ditches, the only expansion required for Phase 2 would be to replace the aerator motors. A third clarifier will be required for both Alternatives 1 and 2. A third aeration basin will be required for the MLE system, so it was given the lowest rating.

4.6 Maintenance/Reliability

Ox ditch has fewest mechanical systems to maintain and was given highest rating. MBR will require the most maintenance with the highest number of mechanical systems plus membranes, permeate pumps, air scour

blowers, cleaning systems, additional instruments and fine screens, therefore will have the lowest rating. MLE will have more mixers, aerators, internal process pumps, and blowers, so it should have a lower rating than the oxidation ditch but higher than the MBR.

4.7 Energy Requirements

Since MBR has high RAS pumping rates, and all secondary effluent must be pumped through downstream membranes, it will have the highest energy requirement. Oxidation ditch will be rated in the middle since the basin size will require higher mixing energy than the MLE, but will not have the pumping energy requirements of MBR. Since the MLE will have lower energy requirements than both MBR and oxidation ditch, it was rated highest.

4.8 Solids Handling Impacts

With the proposed secondary treatment alternatives, sludge production will increase over current operation. Oxidation ditch (Alternative 2) has the highest solids residence time (SRT or sludge age) of the three alternatives: Therefore, it will have a lower net yield of biosolids. Anticipated sludge production for Alternative 3 (MBR) will be higher due to the membrane filtration and lower sludge age than oxidation ditch. MLE (Alternative 1) is anticipated to have a lower sludge age and net yield than the oxidation ditch, but less solids removed than with the MBR.

Sludge generation was estimated for the proposed alternatives assuming an estimated average sludge yield per pound of BOD removed. **Table 4-3** summarizes the estimated average sludge generation for the proposed alternatives at Phase I conditions. Sludge concentrations were assumed to be similar for each, around one percent total dry solids.

Table 4-3: Anticipated Sludge Generation

	Secondary Treatment Alternative		
	(1) MLE	**(2) Ox Ditch**	**(3) MBR**
Est. Avg. Sludge Yield (lb sludge per lb BOD removed)	0.5	0.4	0.6
Estimated Average Waste Sludge Volume (gpd)	153,000	147,000	167,000
Estimated Average Waste Sludge Total Solids (ppd)	13,000	12,000	14,000

4.9 Advanced Treatment Compatibility

MBR (Alternative 3) provides a high level of denitrification and tertiary treatment compared to the oxidation ditch. It provides pretreatment for advanced treatment, including reverse osmosis (RO), that is superior to the other processes considered herein. MLE (Alternative 1) can also provide tighter process control to meet a higher level of nitrogen removal than oxidation ditch (Alternative 2) but would require filtration downstream if

advanced treatment is pursued in the future. MLE effluent quality is also dependent on sludge settleability in the secondary clarifiers. The oxidation ditch provides a similar level of quality to the MLE.

5.0 Comparative Cost Opinions

5.1 Relative Capital Costs

Capital cost opinions were prepared for each secondary treatment alternative. These total costs are not representative of the full project costs but are intended to provide a cost comparison of the secondary treatment alternatives. Costs for ancillary facilities that are anticipated to be common to all alternatives were not included in the cost opinion. These include costs for improvements to site power and electrical (if needed), improvements to the influent lift station and headworks, permitting, sludge dewatering, demolition, abandonment or filling of the existing wastewater treatment ponds, advanced treatment, site security, or improvements not explicitly listed in the table below. **Table 4-4** provides a summary of the capital cost opinions for Phase 1 Improvements and **Table 4-5** provides the estimated capital cost opinion summary for Phase 2.

Table 4-4: Relative Estimated Capital Cost Opinions (2023 $MM) – Phase 1 Improvements

Item	Description	Secondary Treatment Alternative		
		(1) MLE	(2) Ox Ditch	(3) MBR
1	Bioreactors and Associated Equipment	$3.44	$10.07	$7.76
2	Fine Screening System	-	-	$0.88
3	Secondary Clarifiers (2)	$3.60	$3.6	-
4	Blower/Electrical Building	$1.20	$0.60	$1.20
5	Equalization Basin (570K Gal)	$1.60	-	$1.60
6	Site Work	$1.18	$2.57	$1.14
7	Site Piping & Valves	$1.97	$2.14	$1.14
8	Site Electrical and Instrumentation	$1.97	$1.43	$2.29
Subtotal Construction Cost		***$14.96***	***$20.41***	***$15.79***
Engineering, Administration, and Construction Management (30% of subtotal)		$4.49	$6.12	$4.74
Project Contingency (30% of subtotal)		$4.49	$6.12	$4.74
Total Capital Cost		**$23.9**	**$32.7**	**$25.3**

The costs for Alternative 2 (Oxidation Ditch System) are highest, largely due to the larger volumes and significant amount of concrete required for the system. However, the system was sized to accommodate Phase 2 flow rates, since the addition of a third ditch for Phase 2 would be less efficient than providing incrementally more volume in the two ditches during Phase 1. These savings would be realized during Phase 2 improvements, since only aerators need to be upgraded for the oxidation ditches in Alternative 2 **(Table 4-5)**. The Phase 1 capital costs for Alternative 1 (MLE) are the lowest, followed closely by Alternative 3 (MBR). Phase 2 costs for both

alternatives 1 and 3 are similar, at $8M to $8.5M, while the Phase 2 capital costs for Alternative 2 are estimated to be approximately $4.3M.

Table 4-5: Relative Estimated Capital Cost Opinions (2023 $MM) – Phase 2 Improvements

Item	Description	Secondary Treatment Alternative		
		(1) MLE	(2) Ox Ditch	(3) MBR
1	Bioreactors and Associated Equipment	$1.69	$0.21	$3.86
2	Fine Screening System	-	-	-
3	Secondary Clarifiers (2)	$1.67	$1.67	-
4	Blower/Electrical Building	-	-	-
5	Equalization Basin (570K Gal)	-	-	-
6	Site Work	$0.40	$0.34	$0.31
7	Site Piping & Valves	$0.67	$0.28	$0.39
8	Site Electrical and Instrumentation	$0.67	$0.19	$0.77
Subtotal Construction Cost		***$5.10***	***$2.69***	***$5.33***
Engineering, Administration, and Construction Management (30% of subtotal)		$1.53	$0.81	$1.60
Project Contingency (30% of subtotal)		$1.53	$0.81	$1.60
Total Capital Cost		**$8.16**	**$4.30**	**$8.53**

5.2 Operating and Maintenance Costs

Annual operating and maintenance costs were estimated for each secondary treatment alternative, including electricity, major replacement and maintenance for the larger pieces of equipment, chemical, and maintenance labor. The following assumptions were used:

- Electricity = $0.13 per kilowatt-hour
- Electrical requirements are based on Phase 1 average annual operating conditions
- Maintenance labor was estimated at 1% of equipment capital cost per year
- Sodium hypochlorite (12.5%) assumed to cost $3 per gallon
- Citric Acid (10%) assumed to cost $20 per gallon
- Supplemental alkalinity and/or carbon requirements, if needed, is assumed to be equivalent among secondary treatment alternatives and is not included in this analysis
- 20-year present value calculation assumes 3.00% inflation rate

Table 4-6: Estimated Major Operating & Maintenance Costs for Phase 1 Conditions			
	Secondary Treatment Alternative		
Description	**(1) MLE**	**(2) Ox Ditch**	**(3) MBR**
Electricity	$ 238,300	$ 186,900	$ 310,000
Major Equipment Replacement	$ 144,300	$ 59,100	$ 372,000
Chemical	$ -	$ -	$ 33,000
Maintenance Labor	$ 48,000	$ 61,000	$ 87,000
Total Annual O&M Cost	**$ 430,600**	**$ 307,000**	**$ 802,000**
20-year Present Value O&M Cost	**$ 12,041,000**	**$ 8,585,000**	**$ 22,427,000**

On an annual basis, Alternative 2 (Ox Ditch) has the lowest operating and maintenance cost, followed by Alternative 1 (MLE); and Alternative 3 (MBR) has the highest anticipated annual costs. On an annual basis, operating and maintenance costs for Alternative 3 (MBR) are anticipated to be more than 160% greater than Alternative 2 (Ox Ditch), and approximately 85% greater than costs for Alternative 1 (MLE).

MBR staffing cost may actually be underestimated using this approach. A higher grade of operator is required as Chief Plant Operator and Shift Supervisor, and maintenance technicians with a focus on instrumentation and controls may also be needed.

5.3 Life Cycle Costs

Life cycle costs were estimated for the secondary treatment alternatives by summing the capital cost opinion with the 20-year present value for each alternative. Table 4.7 indicates the life cycle costs for Alternatives 1 and 2 (MLE and Ox Ditch) are similar over 20-years. The life cycle cost for Alternative 3 (MBR) is approximately 27% higher than the Alternative 1 cost. Costs are compared in 2023 dollars, with a 3 percent annual inflation rate applied only to the present value of the operating and maintenance costs.

Table 4.7: Estimated Life Cycle Cost Comparison (2023 $MM)			
	Secondary Treatment Alternative		
Description	**(1) MLE**	**(2) Ox Ditch**	**(3) MBR**
Phase 1 Capital Cost	$23.9	$32.7	$25.3
Phase 2 Capital Cost	$8.16	$4.30	$8.53
Phase 1 + Phase 2 Capital Costs	**$32.1**	**$37.0**	**$33.8**
20-year Present Value O&M Cost	$12.0	$8.6	$22.4
Total Estimated Life Cycle Costs	**$44.1**	**$45.6**	**$56.2**

It should be noted that the WRF will have a much longer life span than 20 years, and as the term is lengthened, the total life cycle costs for Alternative 2 (Oxidation Ditch) will become the lowest, due to having the lowest estimated annual costs, while total costs for Alternative 3 (MBR) will become greater.

6.0 Considerations Regarding Advanced Treatment

If advanced treatment to remove salts is pursued, the additional treatment and operating costs between these secondary treatment alternatives should be reviewed to determine whether they would become a factor or not. It is assumed that nanofiltration will be installed in front of reverse osmosis membranes for any of the alternatives. However, since MBR is anticipated to provide a more consistent effluent with lower TSS and turbidity values, the amount of treatment required upstream of any reverse osmosis membranes may be less. This is taken into consideration in the qualitative evaluation in **Section 4.0** with the criterion "compatibility with advanced treatment". It could have an impact on the ongoing operating and maintenance costs of an advanced treatment facility, if required in the future.

7.0 Conclusions and Recommendations

The City is contemplating a phased project to upgrade the existing Atascadero WRF in response to Regional Water Quality Control Board's General Waste Discharge Requirement (WDR) Orders No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day (General Permit). This technical memorandum reviewed Phase I and Phase II options for secondary treatment, including MLE, oxidation ditch, and MBR processes. It is assumed salt removal, if required, would be addressed in a future phase of project development. As discussed during our Peer Review meeting regarding the WRF Alternatives Analysis (WSC, 2022), it is strongly recommended the City pursue Site Specific Objectives or a Basin Plan Amendment to reduce salts effluent requirements or modify receiving water objectives.

MKN used flow and loading information provided by the City to develop preliminary sizing and cost criteria for these alternatives. Additional influent sampling is recommended to refine influent criteria. The estimated influent nitrogen appears high and is a significant factor for sizing the processes. If the influent nitrogen is near the estimated values, and design of activated sludge is pursued, a 4-stage Bardenpho process should be evaluated. The Bardenpho process has a larger footprint than MLE but adds a second anoxic zone to provide denitrification to the portion of the flow that is not recycled back to the primary anoxic zone. The fourth zone is a re-aeration zone to increase dissolved oxygen concentrations in the treated effluent.

This TM concluded the following:

- Secondary treatment requirements (BOD, TSS, and TN) in the General Permit can be met by all three process alternatives.
- MBR provides the highest quality of effluent, provides tertiary filtration, and would prepare the City for future salt removal if required.
- Oxidation ditch is the preferred alternative based on qualitative criteria, if only secondary treatment with nitrogen removal is required or is desired for Phase I. This is due to the lower

staffing requirements (from both certification and workload perspectives), lower sludge generation due to the longer sludge age, and maintenance/operability of a simpler process.

- From a relative cost perspective, MLE presents the lowest lifecycle cost over a 20-year period if only secondary treatment with nitrification is required. MBR presents the highest lifecycle cost due to the higher operation and maintenance costs associated with more mechanical equipment requiring replacement within the 20-year term.

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR
YANA GARCIA SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Coast Regional Water Quality Control Board

June 6, 2023 **Sent Via Electronic Mail**

Ryan Hayes
Deputy Director of Public Works
City of Atascadero
6500 Palma Ave
Atascadero, CA, 93422
e-mail: rhayes@atascadero.org

Dear Ryan Hayes,

ATASCADERO WASTEWATER TREATMENT FACILITY, 8005 GABARDA RD, ATASCADERO, CA, 93422, SAN LUIS OBISPO COUNTY:

- **NOTICE OF APPLICABILITY FOR ENROLLMENT IN ORDER NO. R3-2020-0020, GENERAL WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM DOMESTIC WASTEWATER SYSTEMS WITH FLOWS GREATER THAN 100,000 GALLONS PER DAY;**
- **TRANSMITTAL OF MONITORING AND REPORTING PROGRAM NO. R3-2023-0026; AND**
- **TERMINATION OF INDIVIDUAL PERMIT, WASTE DISCHARGE REQUIREMENTS ORDER NO. 01-014 FOR ATASCADERO WATER RECLAMATION FACILITY.**

The Central Coast Regional Water Quality Control Board (Central Coast Water Board) reviewed the November 30, 2021 notice of intent and available documents associated with City of Atascadero's domestic wastewater treatment facility (Wastewater System) located at 8005 Gabarda Avenue in Atascadero, California. The Wastewater System, owned by City of Atascadero is currently regulated pursuant to *Waste Discharge Requirements Order No. 01-014 for City of Atascadero Wastewater Treatment Facility, City of Atascadero, San Luis Obispo County* (Order No. 01-014).

On September 25, 2020, the Central Coast Water Board adopted *General Waste Discharge Requirements Order No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day* (General Permit).

City of Atascadero June 6, 2023
Notice of Applicability

This letter serves as a notice of applicability for enrollment in the General Permit. This letter includes: wastewater system operation summary, specific requirements, and limitations (Attachment 1); figures (Attachment 2); and the City of Atascadero's monitoring and reporting program requirements (Attachment 3).

This letter also serves as a notice of termination of the City of Atascadero's coverage in existing individual permit, Order No. 01-014.

The City of Atascadero must comply with the following:

1. **General Permit** – The City of Atascadero must comply with all conditions and requirements of the General Permit. As described in the General Permit, ongoing operation, maintenance, monitoring, and reporting are required. A copy of the General Permit can be found electronically at the following link:

   https://www.waterboards.ca.gov/centralcoast/board_decisions/adopted_orders/2020/r32020_0020.pdf

2. **Monitoring and Reporting Program** – The City of Atascadero must comply with the requirements of the monitoring and reporting program enclosed with this letter (monitoring and reporting program no. R3-2023-0026, Attachment 3). The City of Atascadero is required to submit quarterly monitoring reports and annual reports to the Central Coast Water Board and comply with annual volumetric reporting requirements[1] established by the State Water Resources Control Board (State Water Board). The first quarterly monitoring report is due **November 1, 2023**, the first annual report is due **March 1, 2024,** and the annual volumetric data submission must be uploaded to the State Water Board GeoTracker database by **April 30, 2024**.

   Quarterly monitoring reports and annual reports must be provided electronically in searchable PDF with the Central Coast Water Board's current transmittal sheet found at the link below as the cover page. The transmittal sheet must be signed.

   https://www.waterboards.ca.gov/centralcoast/water_issues/programs/wastewater_permitting/docs/transmittal_sheet.pdf

   All annual reports must be formatted and completed as specified in the annual report template found at the following link:

   https://www.waterboards.ca.gov/centralcoast/board_decisions/adopted_orders/2020/wdr_annual_report_format.pdf

[1] See: Volumetric Annual Reporting | California State Water Resources Control Board

The City of Atascadero must submit all reports/documents and laboratory data (using the transmittal sheet as the cover page) to the publicly accessible State Water Board's GeoTracker[2,3] database with applicable Electronic Submittal of Information (ESI) requirements under the Wastewater System – specific global identification number **WDR100026749** over the internet at:

https://www.waterboards.ca.gov/ust/electronic_submittal/index.html

The attached monitoring and reporting program outlines the GeoTracker electronic reporting requirements. The Central Coast Water Board may request submittal of some documents on paper, particularly drawings or maps that require a large size to be readable, or in other electronic formats where evaluation of data is required.

3. **Fees** – The City of Atascadero paid an annual fee of $24,687 on February 1, 2023 for coverage in existing individual permit, Order No. 01-014. This payment covers the City of Atascadero's enrollment in the General Permit for the 2022-2023 fiscal year.

   The City of Atascadero must pay an annual fee to maintain coverage in the General Permit. Annual fees are determined by the State Water Board's fee program and cover the state fiscal year of July 1 through June 30. Your current annual fee is $24,687. A copy of the current state fee schedule is available electronically at the following link:

   https://www.waterboards.ca.gov/resources/fees/water_quality/#wdr

   The City of Atascadero's Wastewater System is currently assigned a threat and complexity rating of 2B.

4. **Notification –** The Central Coast Water Board will be notified of the City of Atascadero's enrollment at a regularly scheduled public meeting August 24-25, 2023. Details about that meeting are available on our website at:

   https://www.waterboards.ca.gov/centralcoast/board_info/agendas/

5. **Future Discharge Modifications** – Pursuant to California Water Code section 13260, the City of Atascadero must inform the Central Coast Water Board at least 120 days prior to modifying your discharge. If there are any significant changes in either treatment or disposal methodologies, or the volume or

[2] Information for first-time GeoTracker users is available at: https://www.waterboards.ca.gov/ust/electronic_submittal/docs/beginnerguide2.pdf

[3] Additional information available at: http://geotracker.waterboards.ca.gov/

character of the treated wastewater, the City of Atascadero must notify the Central Coast Water Board immediately of such changes.

Attachment 1 contains the Central Coast Water Board's understanding of the Wastewater System located at 8005 Gabarda Road, Atascadero, California, 93422. Please review Attachment 1 to determine if the description is representative of your current system. Pursuant to California Water Code section 13267, the City of Atascadero must notify the Central Coast Water Board if this information is out of date or incorrect. You are required to provide staff with your updated information within **30 days** of issuance of this letter.

6. **Responsible Party** – The City of Atascadero is responsible for the management and disposal of the domestic wastewater in compliance with the conditions of the General Permit. Any noncompliance with this General Permit constitutes a violation of the California Water Code, and subjects the City of Atascadero to enforcement action, and termination of enrollment under this General Permit.

7. **Change in Ownership** - In the event of any change in control or ownership of the property, the City of Atascadero must notify the succeeding owner or operator of the existence of this General Permit by letter, a copy of which shall be immediately forwarded to the Central Coast Water Board so that the new owner or operator can be enrolled in the General Permit and the City of Atascadero's enrollment in the General Permit can be terminated.

8. **Termination of Permit** - The existing individual permit, Order No. 01-014 is terminated, except for enforcement purposes[4]. The City of Atascadero is responsible for compliance with Order No. 01-014 prior to the date of this letter.

If you have any questions, please contact **James Bishop at (805) 542-4628 or by email at James.Bishop@Waterboards.ca.gov** or Jennifer Epp at (805) 594-6181 or by email at Jennifer.Epp@waterboards.ca.gov.

Sincerely,

for Matthew T. Keeling
Executive Officer

[4] The General Permit states "… where a Wastewater System discharge is currently regulated by an individual permit, that permit is terminated upon the enrollment of the Wastewater System into this General Permit."

City of Atascadero June 6, 2023
Notice of Applicability

Attachments:

Attachment 1: Wastewater System Operation Summary, Specific Requirements, and Limitations
Attachment 2: Figures
Attachment 3: Monitoring and Reporting Program Order No. R3-2023-0026

cc:
City of Atascadero, publicworks@atascadero.org
Nick Debar, ndebar@atascadero.org
Tim Cleaver, tcleaver@atascadero.org
Josh Heptig, jheptig@co.slo.ca.us
Jennifer Epp, Central Coast Water Board, Jennifer.Epp@Waterboards.ca.gov
James Bishop, Central Coast Water Board, James.Bishop@Waterboards.ca.gov
Jesse Woodard, Central Coast Water Board, Jesse.Woodard@Waterboards.ca.gov
WDR Program, RB3-WDR@Waterboards.ca.gov *GeoTracker*

ECM/CIWQS = CW-206653
GeoTracker No. = GT-WDR100026749
ECM Subject Name = Atascadero Wastewater Treatment Facility NOA for R3-2020-2020
\\ca.epa.local\RB\RB3\Shared\WDR\WDR Facilities\San Luis Obispo Co\City of Atascadero\WWTP\1- Permit\Big Order Enrollment\NOA_MRP\drafts\R3-2020-0020 NOA MRP City of Atascadero_final.docx

ATTACHMENT 1
WASTEWATER SYSTEM OPERATION SUMMARY, SPECIFIC REQUIREMENTS, AND LIMITATIONS

1. OWNERSHIP AND WASTEWATER SYSTEM INFORMATION

Ownership and wastewater system information submitted by the City of Atascadero to the Central Coast Water Board is shown in Table 1.

Table 1. Ownership and Wastewater System Information

Name	Atascadero Wastewater Treatment Facility
Physical Address	8005 Gabarda Road Atascadero, CA, 93422
Lattitude	35.482182°
Longitude	-120.644122°
Mailing Address	6500 Palma Avenue, Atascadero, CA, 93422
Owner	City of Atascadero
Operator	Timothy Cleaver phone: 805-470-3132 e-mail: tcleaver@atascadero.org
Legally Responsible Official	Ryan Hayes e-mail: rhayes@atascadero.org
Raw Wastewater Characteristics	Sewer Connections: 5,500 Population Served: Approximately 15,000 Domestic (%): 99.9% Industrial (%): 0.1%
Permitted Average Monthly Design Flow (gallons per day, gpd)	1,400,000
Baseline Flow (average annual flow) in gpd	1,260,000
Threat to Water Quality	2
Complexity	B
Chalk Mountain Golf Course Irrigation Operator	Josh Heptig Golf Superintendent San Luis Obispo County Parks 805-781-1318 jheptig@co.slo.ca.us

2. WASTEWATER SYSTEM OPERATION SUMMARY

The Atascadero Water Treatment Facility wastewater treatment facility (Wastewater System) is a Class II wastewater system. The City of Atascadero must staff a Grade II

chief plant operator for proper operation of the Wastewater System. Current operator names, grades, and license numbers are shown in Table 2.

Table 2. Wastewater System Operators

Operator Name	Grade	License Number
Timm Cleaver	II	27668
Justin Kamp	II	42545
Vincent Corcoran	OIT	–
Ebony Lucian	OIT	–

The Wastewater System is capable of treating a 1,400,000 gallons per day to a Secondary treatment level. The Wastewater System consists of the treatment technologies and treatment capabilities shown in Table 3.

Table 3. Treatment Technology and Capacity

Headworks/Preliminary Treatment	Two (2) automated barscreens, one (1) overflowchannel with manual barscreen and including a screw compactor. Connected to SCADA/alarm system.	
	Headworks capacity (gpd): 5.0 MGD	
Primary Treatment	Oxidation Lagoon - Seven (7) surface aerator	
	Primary treatment capacity (gpd): 1,400,000	
Secondary Treatment	Facultative Lagoon - Two (2) facultative lagoons	
	Secondary treatment capacity (gpd): 1,400,000	
Tertiary Treatment	N/A	
	Tertiary treatment capacity (gpd): N/A	
Disinfection	The system does not include disinfection.	
	Disinfection Capacity (gpd): N/A	
Wastewater Disposal Method	Discharge to land - infiltration basin is approximately 960,000 square feet	
	Disposal capacity (gpd): 2,550,000	
Biosolids/Sludge Production and Handling	System includes solids pumping by dredgeing, dewatering through drying beds and spreading/storage area.	
	Annual production of biosolids: 300 tons	
	The ultimate destination of biosolids produced is a facility licensed to accept Class B biosolids. Currently, this is Engel & Gray, Inc. located at 745 Betteravia Road, Santa Maria, CA 9345	
Non-Potable Recycled Water	Non-potable recycled water produced onsite:	None
	Recycled water usage areas:	None
	Enrolled in WQ 2016-0068-DDW:	No

	Recycled water production volume (gpd):	N/A

A summary of historic and recent average effluent concentrations is included in Table 4. The Central Coast Water Board used reported effluent water quality data to establish the effluent and groundwater limitations in section 3.

Table 4. 2021 Effluent Water Quality for Select Constituents

Constituents	Units	Annual Average for 2021[1]
Biochemical Oxygen Demand, 5-Day	mg/L[2]	4.3
Total Suspended Solids	mg/L	28
Total Dissolved Solids	mg/L	820
Chloride	mg/L	180
Sodium	mg/L	145
Sulfate	mg/L	123
Boron	mg/L	0.3
Total Nitrogen	mg/L	28
Nitrate as Nitrogen	mg/L	0.4

[1] Based on water quality data reported by the City of Atascadero's 2021 Annual Monitoring Report.
[2] mg/L denotes milligrams per liter

An irrigation well located approximately 600 feet north of the disposal ponds provides water to the Chalk Mountain Golf Course. Annual average total coliform concentrations measured by the City of Atascadero in weekly samples collected from the irrigation well are shown in Table 5.

Table 5. Irrigation Well Water Quality

Constituents	Units	Annual Average for 2021[1]
Total Coliform	MPN/100 mL [2]	3.0

[1] MPN/100 mL denotes most probable number per 100 milliliters
[2] Based on water quality data reported by the City of Atascadero's in the 2021 Annual Monitoring Report.

3. WASTEWATER SYSTEM SPECIFIC REQUIREMENTS AND LIMITATIONS

The City of Atascadero must operate the Wastewater System in accordance with the General Permit and this notice of applicability.

A. Flow Limitations:

The City of Atascadero must comply with the wastewater specific limitations specified in Table 6.

Table 6. Flow Limitations

Flow	Units	Limit	Point of Compliance
Monthly Average Flow [1]	Gallons per day	1,400,000	Influent
Peak Wet Weather Flow [2]	Gallons per day	2,550,000	Influent
Monthly Average Flow [1] to disposal area	Gallons per day	2,330,000	Effluent
Maximum Effluent Flow [2] to disposal area	Gallons per day	2,550,000	Effluent

[1] Monthly average flow rate is the total discharge to the headworks by volume during a calendar month divided by the number of days in the month that the wastewater system was discharging.
[2] The maximum daily flow rate allowed during storm events.

B. Effluent Limitations:

The City of Atascadero must comply with the wastewater specific limitations specified in Table 7.

Table 7. Effluent Limitations: Pond Systems

Constituent	Units	30-Day Average	7-Day Average	Sample Maximum
Biochemical Oxygen Demand, 5-Day	mg/L[1][2]	45	65	Not Applicable
Total Suspended Solids	mg/L	45	65	Not Applicable
Settleable Solids	mL/L[3]	0.3	Not Applicable	0.5
pH	Not Applicable	Between 6.5 and 8.4	Not Applicable	Not Applicable

[1] mg denotes milligrams
[2] L denotes liters
[3] mL denotes milliliters

C. Interim Effluent Limitations

Interim effluent limitations are shown in Table 8 apply until June 6, 2025.

Table 8. Interim Effluent Limitations

Constituents	Units	25-Month Rolling Median [1]
Total Dissolved Solids	mg/L	1000
Chloride	mg/L	250
Sodium	mg/L	200

Constituents	Units	25-Month Rolling Median [1]
Boron	mg/L	1
Nitrate as N	mg/L	8

[1] Rolling Median is the median from all data collected over the most recent 25 months

D. Final Effluent or Groundwater Limitations

On June 6, 2025, the interim effluent limitations shown in either Table 9 or Table 10 apply, depending on the compliance pathway chosen by the City of Atascadero. **If the City of Atascadero does not notify the Central Coast Water Board regarding the preferred compliance pathway by June 6, 2025, then the effluent limits in Table 9 are automatically applied as the final limits.**

If more than 24 months is needed to comply with final limits, the City of Atascadero must have a Time Schedule Compliance Plan that has been approved by the Central Coast Water Board Executive Officer. Once the compliance pathway is chosen, the Notice of Applicability will be re-issued and will include the compliance choice. The monitoring and reporting program will also be updated accordingly.

Table 9. Final Effluent Limitations (Beginning June 6, 2025)
Based on Designated Groundwater Basins - Paso Robles Area Atascadero

Constituents	Units	25-Month Rolling Median
Total Dissolved Solids	mg/L[1]	550
Chloride	mg/L	70
Sodium	mg/L	65
Sulfate	mg/L	85
Boron	mg/L	0.3
Total Nitrogen	mg/L	10

Table 10. Final Groundwater Limitations (Beginning June 6, 2025) for Designated Groundwater Basins - Paso Robles Area Atascadero

Constituents	Units	25-Month Rolling Median
Total Dissolved Solids	mg/L[1]	550
Chloride	mg/L	70
Sodium	mg/L	65
Sulfate	mg/L	85
Boron	mg/L	0.3
Total Nitrogen	mg/L	2.3

ATTACHMENT 2
FIGURES

Figure 1. Small Scale Site Map and Monitoring Locations

Attachment 2
Figures

June 6, 2023

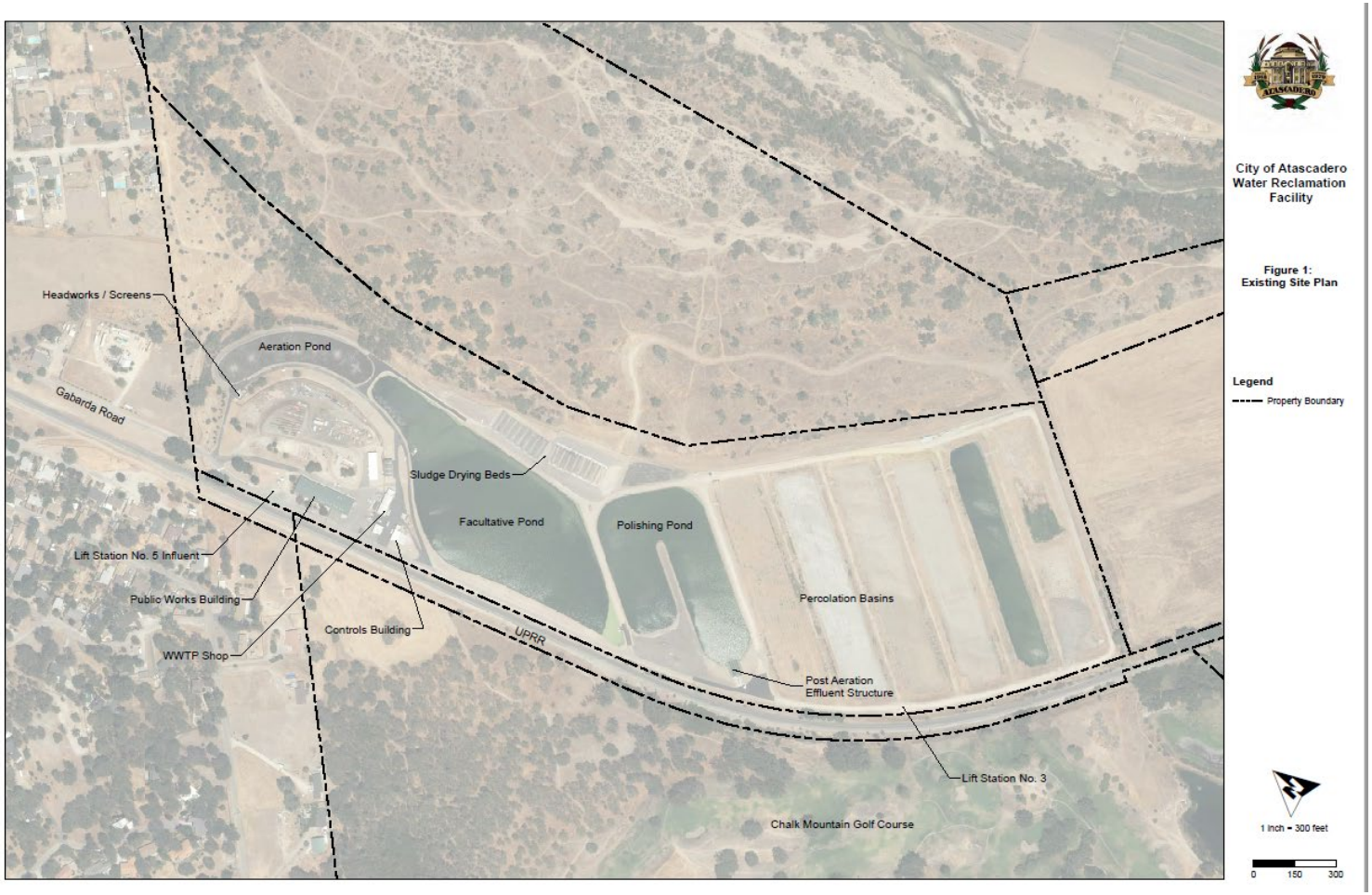


Figure 2. Site Map of Treatment Facility

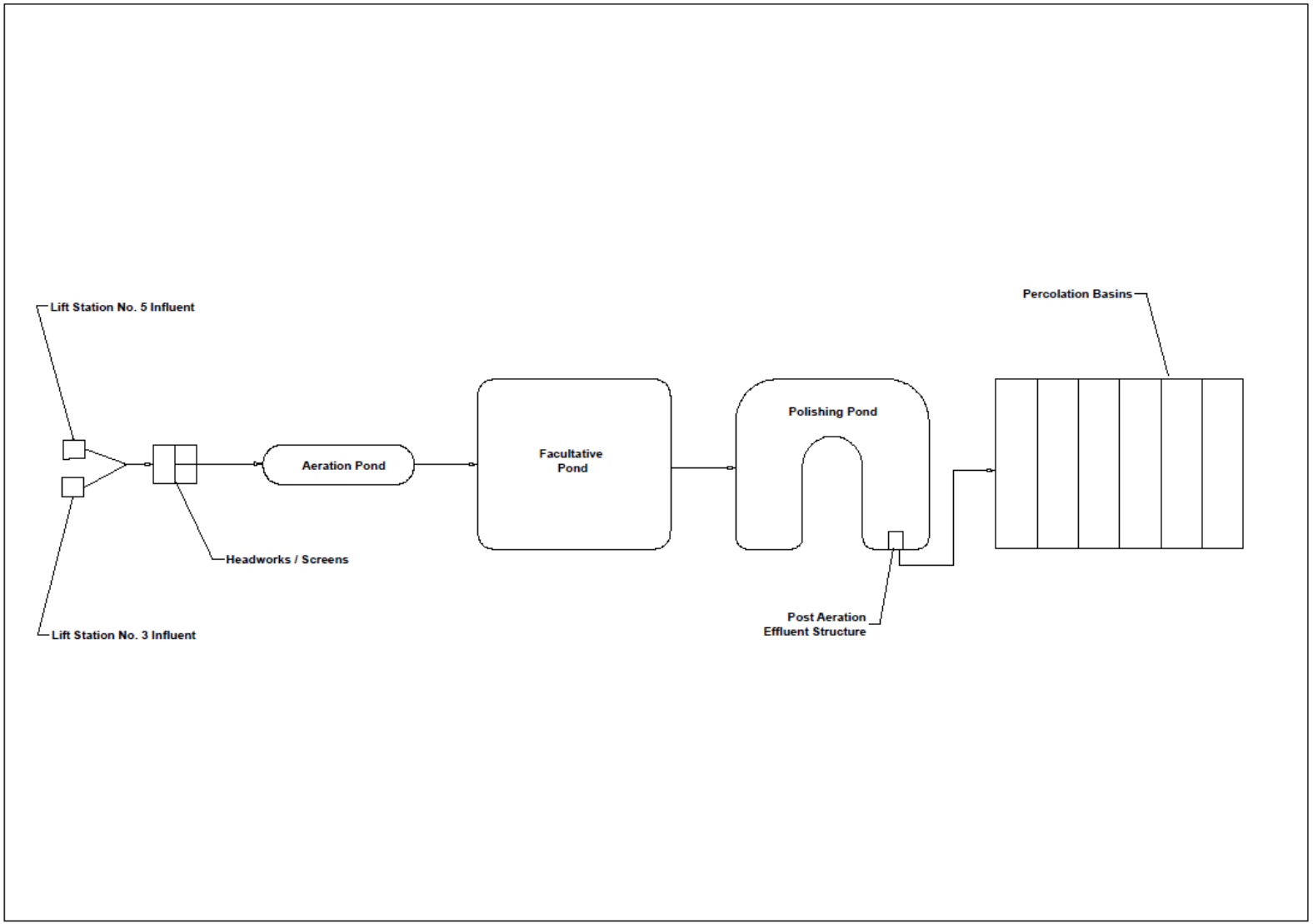


Figure 3. Wastewater Process Flow Diagram

ATTACHMENT 3
CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD

MONITORING AND REPORTING PROGRAM NO. R3-2023-0026

FOR
CITY OF ATASCADERO WASTEWATER TREATMENT FACILITY
ATASCADERO, SAN LUIS OBISPO COUNTY

This Monitoring and Reporting Program applies to the monitoring and reporting requirements for the City of Atascadero's Atascadero Wastewater Treatment Facility (Wastewater System) enrolled in *General Waste Discharge Requirements Order No. R3-2020-0020 for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day* (General Permit).

The City of Atascadero owns and operates the Wastewater System that is subject to the General Permit and notice of applicability. The City of Atascadero must not implement any changes to this monitoring and reporting program unless and until a revised monitoring and reporting program is issued by the Central Coast Regional Water Quality Control Board (Central Coast Water Board).

The State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards are transitioning to the use of the publicly accessible State Water Board's GeoTracker database for the tracking of environmental and regulatory data for sites that operate under waste discharge requirements. The monitoring and reporting program directs the City of Atascadero to submit reports (both technical and monitoring reports) and analytical data electronically to the State Water Board's GeoTracker database (see monitoring and reporting program section 7.D).

1. SAMPLING AND ANALYSIS

The City of Atascadero must collect representative samples in accordance with the most recently approved sampling and analysis plan contained in the Operations and Maintenance Manual and validate analytical results prior to submittal to the Central Coast Water Board. All samples (e.g., wastewater, groundwater, soil, sludge) must be representative of the volume and nature of the discharge or matrix of materials sampled.

All samples must be collected by a qualified person, trained in proper procedures for collecting the samples. The name of the sampler, sample type (grab or composite), time, date, location, bottle/container type, and any preservative used for each sample must be recorded on the sample chain of custody form. The chain of custody form must also contain all custody information including date, time, and to whom samples were relinquished. If composite samples are collected, the basis for sampling (time or flow weighted) must be included in the sampling and analysis plan contained in the

Operations and Maintenance Manual for Central Coast Water Board review and approval.

A. Sampling Schedule – Unless otherwise specified below, sampling must be performed in accordance with Table 1.

Table 1. Sampling Schedule

Monitoring Period	Sample Collection Time
Monthly	Each month of the year
Quarterly	January, April, July, and October
Semiannually	April and October
Annually	October

Field test instruments (such as those used to test pH, dissolved oxygen, and electrical conductivity) may be used if they are used by a State Water Board Environmental Laboratory Accreditation Program accredited laboratory, or:

1. The user is trained in proper use and maintenance of the instruments;
2. The instruments are field calibrated prior to monitoring events at the frequency recommended by the manufacturer;
3. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and
4. Field calibration reports are maintained and available for at least three years.

B. Monitoring Location Descriptions – All samples including influent samples (IS), effluent samples (ES), and groundwater monitoring well samples (MW) must be collected at the locations described in Table 2. These locations must be consistent with the Central Coast Water Board approved sampling and analysis plan. Groundwater monitoring locations are shown in Figure 1 in the notice of applicability Attachment 2. Influent and effluent sampling locations are shown in Figure 1 of this monitoring and reporting program. The City of Atascadero **must upload the GeoTracker field point information for each sampling location in the GeoTracker database once, prior to uploading laboratory data (see Table 11).**

Table 2. Sample Identification Details

GeoTracker Field Point Class	GeoTracker Field Point Name (Sample ID)	GeoTracker Field Point Description
Influent Sample	IS-1	Raw wastewater sample collected at the headworks.

GeoTracker Field Point Class	GeoTracker Field Point Name (Sample ID)	GeoTracker Field Point Description
Effluent Sample	ES-1	Treated wastewater sample collected at the post-aeration effluent structure.
Water Supply Well 1	WSW-1[1]	Representative samples of the City of Atascadero's raw water supply.
Monitoring Well 1	MW-1	Shallow upgradient ("Upstream Well") well 25S/12E-24B4.
Monitoring Well 2	MW-2	Shallow downgradient ("Downstream Well") well MW-583817
Monitoring Well 3	MW-3	Irrigation well located 600 feet northeast of the percolation ponds that supplies Chalk Mountain Golf Course

[1] Water supply sample data should be included in the annual report but does not need to be uploaded to GeoTracker if the Central Coast Water Board approves submittal of a Well Identification Number pursuant to the Water Supply Monitoring section below.

2. WATER SUPPLY MONITORING

A. Potable Water Supply Monitoring - Representative samples of the City of Atascadero's raw water supply (sampled before use or treatment) must be collected and analyzed, at a minimum, for constituents specified in Table 3.

In lieu of the required water supply sampling, the City of Atascadero may submit a Well Identification Number and the reporting year's consumer confidence report (annual water quality report or drinking water quality report), as required by the State Water Board Division of Drinking Water and/or county, provided, at a minimum, all of the required constituents are sampled at the frequency specified in Table 3. The City of Atascadero must report the results of any constituent monitored more frequently than is required by the monitoring program shown in Table 3. The City of Atascadero must also report detectable concentrations (above the reporting limit) for any other constituent that has a published maximum contaminant level (MCL).

The City of Atascadero must evaluate and provide a tabular summary of the water supply data with the annual monitoring report.

Table 3. Water Supply Monitoring

Constituent	Units[1]	Sample Type	Sampling Frequency
Nitrate (as N)	mg/L	Grab	Annually
Total Dissolved Solids	mg/L	Grab	Annually
Chloride	mg/L	Grab	Annually

Constituent	Units[1]	Sample Type	Sampling Frequency
Sodium	mg/L	Grab	Annually
Sulfate	mg/L	Grab	Annually
Boron	mg/L	Grab	Annually
Carbonate	mg/L	Grab	Annually
Bicarbonate	mg/L	Grab	Annually
Calcium	mg/L	Grab	Annually
Potassium	mg/L	Grab	Annually
Magnesium	mg/L	Grab	Annually

[1] mg/L denotes milligrams per liter

B. Irrigation Water Quality Monitoring - An irrigation well located approximately 600 feet to the north of the disposal ponds (Figure 1 in the notice of applicability Attachment 2, *Irrigation Well)* provides irrigation water to the Chalk Mountain Golf Course. Representative samples of raw irrigation water (sampled before use or treatment) must be collected and analyzed, at a minimum, for constituents specified in, whenever the well is being pumped.

		MW-3	MW-3
Constituent	**Units**	**Sample Type**	**Sampling Frequency[1]**
Volume pumped	Gallons	Meter	Continuous
Total Coliform	MPN/100mL[2]	Grab	Weekly

[1] Monitoring only required if the Irrigation well was pumped in the previous 30 days
[2] MPN/100mL denotes most probable number per 100 milliliters

C. Irrigation Water Use Monitoring—The City of Atascadero must submit photo documentation with each annual monitoring report showing that Chalk Mountain Golf Course has signage notifying the public that irrigation water stored in golf course ponds and applied to golf course landscaping is not for potable use.

In addition, the City of Atascadero must certify in each annual report that no cross-connections exist between irrigation system plumbing and potable water plumbing at Chalk Mountain Golf Course.

Because irrigation at Chalk Mountain Golf Course is operated by the County of San Luis Obispo, the City must coordinate with the County regarding submittal of irrigation water use monitoring documentation.

3. INFLUENT AND EFFLUENT MONITORING

A. Influent and Effluent Flow Monitoring – The City of Atascadero must monitor and report flow in gallons per day, as described in Table 4, with each monitoring report. See monitoring and reporting program section 7.B for supplemental volumetric annual reporting requirements established by the State Water Board.

Table 4. Influent and Effluent Flow Monitoring

	INFLUENT IS-1	INFLUENT IS-1	EFFLUENT ES-1	EFFLUENT ES-1
Parameter	**Sample Type**	**Reporting Frequency**	**Sample Type**	**Reporting Frequency**
Daily Flow	Metered	Daily	Metered	Daily
Maximum Daily Flow	Metered	Monthly	Metered	Monthly
Monthly Average Flow [1]	Calculated	Monthly	Calculated	Monthly
Percent of Permitted Flow [2]	Calculated	Quarterly	N/A	N/A

[1] Monthly average flow rate is the total discharge to the headworks by volume during a calendar month divided by the number of days in the month that the wastewater system was discharging.

[2] The General Permit notice of applicability specifies the Wastewater System's maximum permitted flow. In the monitoring reports, the City of Atascadero must evaluate and provide a comparison of monitored flow to the permitted flow.

B. Wastewater System Monitoring – Representative samples of the City of Atascadero's influent (raw wastewater) into the Wastewater System and effluent (treated wastewater) discharged to land must be collected and analyzed in accordance with the treatment technology-based monitoring requirements (including sample type and frequency) summarized in the tables below. See Figure 1 for the location of samples and GeoTracker field points.

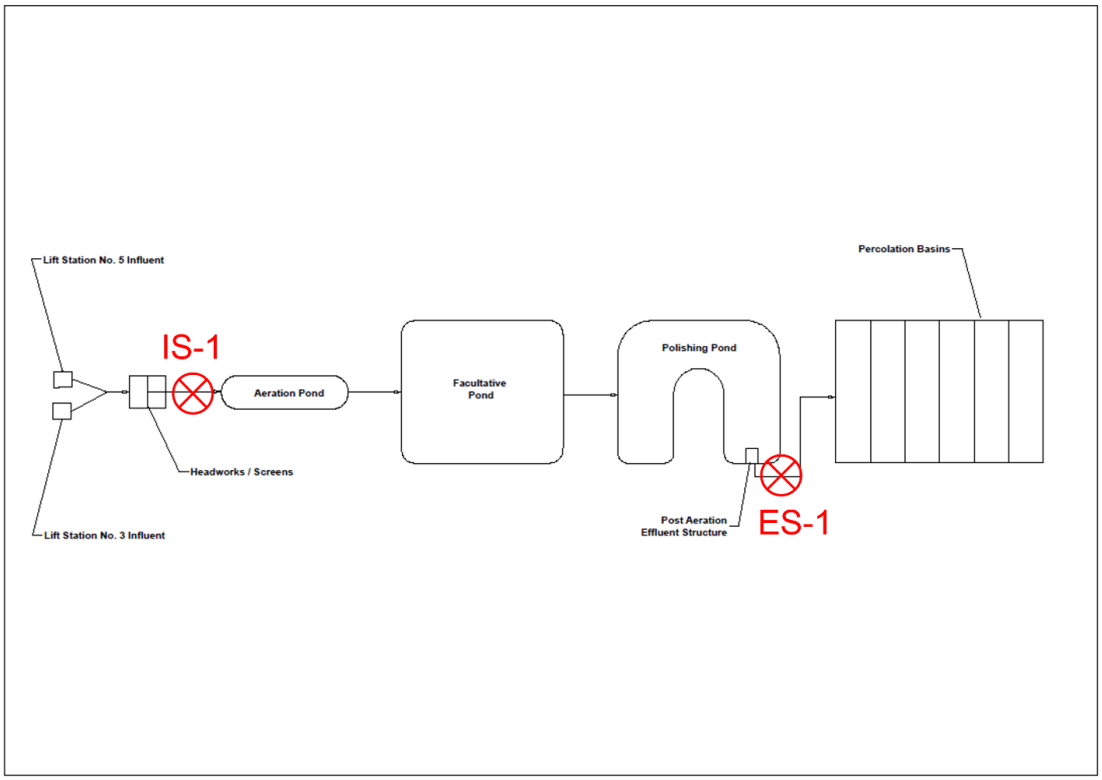


Figure 1. Process Flow Diagram and Sample Locations Referenced in Table 2

C. Pond System Monitoring

i. **Required Pond Monitoring –** All wastewater treatment and treated wastewater storage/disposal ponds (lined and unlined) must be monitored as specified in Table 5.

Table 5. Wastewater Treatment/Storage/Disposal Pond Monitoring

Parameter/ Constituent	Units	Sample Type	Sampling/Monitoring Frequency
Freeboard	0.1 feet	Measured	Weekly
pH	pH Units	Grab	Weekly
Dissolved Oxygen (in pond)	mg/L	Grab	Monthly
Odors	Not Applicable	Observation	Weekly
Berm condition	Not Applicable	Observation	Monthly
Sludge Depth	0.1 feet	Measured	Annually

Parameter/ Constituent	Units	Sample Type	Sampling/Monitoring Frequency
Precipitation	inches/day and date	Measured [1]	Each precipitation event [2]

[1] The City of Atascadero may use a rain gauge or use a National Oceanic and Atmospheric Administration, United States Geological Survey, or California Irrigation Management Information System weather station, such as http://scacis.rcc-acis.org/.\
[2] A precipitation event is a rain event producing ½ inch or more precipitation within a consecutive 48-hour period.

ii. **Influent and Effluent Monitoring –** At a minimum, influent and effluent constituent monitoring for pond treatment systems must be monitored as specified in Table 6.

Table 6. Influent and Effluent Monitoring for Pond Treatment Systems

		INFLUENT (IS-1)	INFLUENT (IS-1)	EFFLUENT (ES-1)	EFFLUENT (ES-1)
Parameter/ Constituent	**Units**	**Sample Type**	**Sampling Frequency**	**Sample Type**	**Sampling Frequency**
pH	units	Grab	Weekly	Grab	Weekly
Biochemical Oxygen Demand, 5-Day	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Total Suspended Solids	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Settleable Solids	mg/L	Not Applicable	Not Applicable	Grab	Weekly
Total Nitrogen[2]	mg/L	Calculated	Quarterly	Calculated	Quarterly
Nitrate (as N) + Nitrite (as N) or separate species	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Total Kjeldahl Nitrogen (as N)	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Ammonia (as N)	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Total Dissolved Solids	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Chloride	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Sodium	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Sulfate	mg/L	24-hour composite	Quarterly	Grab	Quarterly
Boron	mg/L	Not Applicable	Not Applicable	Grab	Quarterly

		INFLUENT (IS-1)	INFLUENT (IS-1)	EFFLUENT (ES-1)	EFFLUENT (ES-1)
Parameter/ Constituent	**Units**	**Sample Type**	**Sampling Frequency**	**Sample Type**	**Sampling Frequency**
Carbonate	mg/L	Not Applicable	Not Applicable	Grab	Semiannually
Bicarbonate	mg/L	Not Applicable	Not Applicable	Grab	Semiannually
Calcium	mg/L	Not Applicable	Not Applicable	Grab	Semiannually
Potassium	mg/L	Not Applicable	Not Applicable	Grab	Semiannually
Magnesium	mg/L	Not Applicable	Not Applicable	Grab	Semiannually

[1] Total nitrogen is the sum of total inorganic nitrogen (nitrate + nitrite + ammonium + ammonia) and organic nitrogen.

D. Effluent Monitoring – Pond treatment system wastewater effluent monitoring for select constituents is required because the Wastewater System receives wastewater from recreational vehicle dump stations and restaurants in the City of Atascadero.

Effluent monitoring for select constituents shall be consistent with Table 7.

Table 7. Effluent Monitoring for Select Constituents for Pond Treatment Systems

Parameter/ Constituent	Units	Sample Type	Sampling Frequency
Phenol	µg/L[1]	Grab	Quarterly
Formaldehyde	µg/L	Grab	Quarterly
Zinc	mg/L	Grab	Quarterly

[1] µg/L denotes micrograms per liter

4. WASTEWATER DISPOSAL MONITORING

The City of Atascadero must monitor all wastewater disposal areas (e.g., land application areas, percolation ponds) when wastewater and/or supplemental irrigation water is applied. Inspections (observations) must be conducted as described in Table 8. Notations must be made in a bound logbook and problems must be promptly corrected and recorded. A log of these inspections must be maintained onsite and made available to Central Coast Water Board upon inspection. Observations do not need to be reported in the monitoring reports unless a violation of permit conditions is observed. If violations are observed, planned and implemented mitigation measures to address the violations must be reported.

Attachment 3 June 6, 2023
Monitoring and Reporting Program

The City of Atascadero must evaluate and summarize wastewater disposal application rates, loading rates (pounds/acre/day), violations found during the inspections, with each monitoring report.

If wastewater and/or supplemental irrigation water is not discharged to land during a reporting period, the monitoring report must still be submitted and indicate that there was no discharge during the reporting period.

Table 8. Wastewater Disposal Monitoring

Constituent	Units	Sample Type	Monitoring Frequency
Local Precipitation	Inches/day	Weather Station [1]	Each precipitation event
Acreage Applied [2]	Acres	Measured	Daily
Application Rate	Gallons per day	Metered/Estimated [3]	Daily
Average Monthly Biochemical Oxygen Demand, 5-Day (BOD) Applied [4] [5]	lbs/acre/day	Calculated	Monthly
Total Nitrogen Applied [4] [5]	lbs/acre/day	Calculated	Monthly
Salts Applied [4] [5] (total dissolved solids, sodium, chloride, sulfate, boron)	lbs/acre/day	Calculated	Monthly
Soil Erosion Evidence	Not Applicable	Observation	Monthly
Containment Berm Condition	Not Applicable	Observation	Monthly
Soil Saturation/Ponding	Not Applicable	Observation	Monthly
Nuisance Odors/Vectors	Not Applicable	Observation	Monthly
Discharge Offsite	Not Applicable	Observation	Monthly

[1] The City of Atascadero must have a rain gauge or use a NOAA or USGS rain station, such as http://scacis.rcc-acis.org/.

[2] Acreage applied denotes the acreage to which wastewater is applied.

[3] Requires meter reading, a pump run time meter, or other approved method. If the flow is estimated, the City of Atascadero is required to provide an explanation (e.g., no meter- estimated using pump operations including rate and time) with each monitoring report.

[4] The total nitrogen, salts, and BOD applied loading rates must be calculated from wastewater flow volumes, applied acreage, and concentrations reported in effluent analytical testing as follows:

Total Nitrogen/Salts/BOD Applied (pounds/acre/ day) =

$$\frac{\text{X [mg/L] x Q [million gallons per day] x 8.34 [(conversion from mg/L to pounds/million gallons per day]}}{\text{Acreage Applied [acres]}}$$

Where X = Total nitrogen, salts, or BOD concentration
Where Q = Application Rate (often effluent flow rate)

[5] Frequencies of analytical testing are defined in the influent and effluent monitoring tables (Table 6 and Table 7).

5. SLUDGE/BIOSOLIDS DISPOSAL MONITORING

The City of Atascadero must report the handling and disposal of all sludge/biosolids generated at the Wastewater System. Records must include the date removed from the Wastewater System, name/contact information for the hauling company, the type and volume of waste transported, the disposal facility name and address, and copies of analytical data required by the entity accepting the waste. These records must be submitted as part of the annual monitoring report.

The City of Atascadero must also monitor sludge/biosolids consistent with a Central Coast Water Board approved sludge management plan and in accordance with the requirements specified by the receiving party, including a regulated landfill and/or regulated composting facility.

If sludge/biosolids are not removed during the year, the City of Atascadero must explain the absence of this monitoring in the annual report.

6. GROUNDWATER MONITORING

The City of Atascadero must:

A. **By October 6, 2023**, submit a groundwater monitoring workplan and preliminary hydrogeologic conceptual site model for Central Coast Water Board approval. At a minimum, the workplan must describe how the monitoring program will be able to evaluate the impacts of wastewater discharge on ambient groundwater quality. The plan must identify the number and location of groundwater monitoring wells in the monitoring network. Well depths and screened intervals must be included in the work plan.

B. All monitoring wells in the groundwater monitoring network must be, at a minimum, sampled and analyzed as specified in Table 9 and the Central Coast Water Board approved sampling and analysis plan (see section VI.A.2.i of the General Permit).

Prior to sampling, depth to groundwater must be measured and groundwater elevations[5] must be calculated. The monitoring wells must be purged of at least three well volumes and until measurements of the following parameters have stabilized (i.e., are reproducible within 10 percent): pH, temperature, dissolved oxygen, electrical conductivity, and turbidity. No-purge, low-flow, or other sampling techniques are acceptable only if they are approved in advance by the Central Coast Water Board and described in an approved sampling and analysis

[5] The locations and top-of-casing elevations for the existing groundwater monitoring wells must be surveyed by a licensed land surveyor if not already completed at the time of installation.

plan. Once the groundwater level in each of the wells has recovered sufficiently to ensure the collection of representative groundwater samples, a qualified individual (e.g., consultant, technician) trained in using proper sampling methods must recover samples using approved USEPA methods. Laboratories analyzing groundwater samples must be accredited by the State Water Board Environmental Laboratory Accreditation Program, in accordance with California Water Code section 13176, and must include quality assurance/quality control data with their reports.

The City of Atascadero must provide monitoring well field sheets and report monitoring data, as described in Table 9, with each monitoring report.

C. Groundwater monitoring must occur for monitoring wells 1 and 2 (MW-1 and MW-2) and must be consistent with Table 9.

Table 9. Groundwater Monitoring

Constituent	Units	Sample Type	Sampling Frequency
Groundwater Elevation [1]	0.01 ft msl	Calculated	Quarterly
Depth to Groundwater [1]	0.01 ft bgs	Measurement	Quarterly
Total Nitrogen[2]	mg/L	Calculated	Quarterly
Nitrate (as N)	mg/L	Grab	Quarterly
Nitrite (as N)	mg/L	Grab	Quarterly
Total Kjeldahl Nitrogen (as N)	mg/L	Grab	Quarterly
Ammonia (as N)	mg/L	Grab	Quarterly
Total Dissolved Solids	mg/L	Grab	Quarterly
Chloride	mg/L	Grab	Quarterly
Sodium	mg/L	Grab	Quarterly
Sulfate	mg/L	Grab	Quarterly
Boron	mg/L	Grab	Quarterly
Carbonate	mg/L	Grab	Semiannually
Bicarbonate	mg/L	Grab	Semiannually
Calcium	mg/L	Grab	Semiannually
Potassium	mg/L	Grab	Semiannually

Constituent	Units	Sample Type	Sampling Frequency
Magnesium	mg/L	Grab	Semiannually
pH	pH Units	Metered	Quarterly
Dissolved Oxygen	mg/L	Metered	Quarterly
Electrical Conductivity	µS/cm [3]	Metered	Quarterly
Oxidation Reduction Potential	mV [4]	Metered	Quarterly
Temperature	degrees Celsius	Metered	Quarterly
Phenol [4]	mg/L	Grab	Quarterly [5]
Formaldehyde [4]	mg/L	Grab	Quarterly [5]
Zinc [4]	mg/L	Grab	Quarterly [5]

[1] ft.msl denotes feet above mean sea level and ft bgs denotes feet below ground surface.
[2] Total nitrogen is the sum of total inorganic nitrogen (nitrate + nitrite + ammonium + ammonia) and organic nitrogen.
[3] µS/cm denotes microsiemens per centimeter
[3] mV denotes millivolts
[4] Constituent monitoring is based on raw wastewater characteristics (waste streams). If the City of Atascadero is required to monitor effluent for this constituent, the City of Atascadero must also analyze groundwater for the potential presence of this constituent.
[5] Sampling required once every five years if not detected in initial sample.

7. REPORTING REQUIREMENTS

A. QUARTERLY AND ANNUAL MONITORING REPORTS

Quarterly and annual monitoring reports are due as described in Table 10.

Table 10. Quarterly and Annual Monitoring Reporting

Report	Monitoring Period	Report Due Date
First Quarter Monitoring Report	January 1 to March 31	May 1
Second Quarter Monitoring Report	April 1 to June 30	August 1
Third Quarter Monitoring Report	July 1 to September 30	November 1
Fourth Quarter Monitoring Report	October 1 to December 31	February 1
Annual Report	January 1 to December 31	March 1
State Water Board Volumetric Annual Reporting	January 1 to December 31	April 30

a. **Quarterly Monitoring Reporting –** At a minimum, the quarterly reports must include:

   i. Results of all required monitoring in tabular format.

   ii. The results of any pollutant or parameter monitored more frequently than is required by this monitoring program. Values obtained through additional monitoring must be used in calculations as appropriate.

   iii. A comparison of monitoring data to the discharge specifications, applicable effluent limitations, disclosure of any violations of the notice of applicability and/or General Permit, and an explanation of any violation of those requirements. **The City of Atascadero must calculate 7-day averages, 30-day averages and 25-month rolling medians for select analytes when comparing monitoring data to applicable effluent limitations specified in the General Permit.** Data must be presented in tabular format.

   iv. Copies of laboratory analytical report(s) and chain of custody form(s).

   v. Copies of groundwater monitoring well field sheets with purge methods and data.

b. **Annual Reporting –** The City of Atascadero must submit annual reports in compliance with Standard Provisions 2013[6], (and any updates to the Standard Provisions) Section C, General Reporting Requirements, Item 16 using the most recent annual report template provided by Central Coast Water Board.

   The current annual report template can be found here:

   https://www.waterboards.ca.gov/centralcoast/board_decisions/adopted_orders/2020/wdr_annual_report_format.pdf

B. **STATE WATER BOARD VOLUMETRIC ANNUAL REPORTING** – The City of Atascadero must electronically certify and submit a summary of the monthly influent and effluent flow volume by April 30th of each calendar year via the State Water Board's Internet GeoTracker database.[7]

   The following information is required:

   i. Monthly volume of wastewater collected and treated by the wastewater treatment plant (i.e. total monthly influent volume).

   ii. Monthly volume of wastewater treated, specifying level of treatment, including treated wastewater discharged.

[6] See Attachment E, Standard Provisions, 2013: https://www.waterboards.ca.gov/centralcoast/board_decisions/docs/wdr_standard_provisions_2013.pdf
[7] See: https://geotracker.waterboards.ca.gov/

iii. If applicable, monthly volume of recycled water distributed, and annual volume of treated wastewater distributed for beneficial use in compliance with California Code of Regulations, title 22 use categories.

Additional information about volumetric annual reporting of wastewater and recycled water and the Recycled Water Policy is available at the Recycled Water Policy Volumetric Annual Reporting Website[8].

C. NON-COMPLIANCE REPORTING:

The City of Atascadero must notify and report to Central Coast Water Board noncompliance of limits related to pond freeboard, flow rate, bypass or overflow, wastewater containment failure, pursuant to General Permit section VI.C.2.

D. ELECTRONIC GEOTRACKER SUBMITTAL

All monitoring reports must be provided electronically in a searchable PDF format, with the Central Coast Water Board's current transmittal sheet found at the link below as the cover page. The transmittal sheet must be signed.

https://www.waterboards.ca.gov/centralcoast/water_issues/programs/wastewater_permitting/docs/transmittal_sheet.pdf

The City of Atascadero must submit all reports/documents and laboratory analytical data to the State Water Board's GeoTracker[9,10] database consistent with applicable Electronic Submittal of Information (ESI) requirements under the Wastewater System-specific global identification number WDR100026749 at:

https://geotracker.waterboards.ca.gov/esi/login

For general questions, please contact the GeoTracker Help Desk at: Geotracker@waterboards.ca.gov.

Table 11 summarizes all the GeoTracker electronic reporting requirements. Central Coast Water Board may request submittal of some documents on paper, particularly drawings or maps that require a large size to be readable, or in other electronic formats where evaluation of data is required.

[8] See: Volumetric Annual Reporting | California State Water Resources Control Board
[9] Information for first-time GeoTracker users is available at: https://www.waterboards.ca.gov/ust/electronic_submittal/docs/beginnerguide2.pdf
[10] Additional information available at: https://geotracker.waterboards.ca.gov/

Table 11. GeoTracker Electronic Submittal Information Data Requirements

Electronic Submittal	Description of Action	Action	Frequency
Reports and Documents	Complete copy of all documents including monitoring reports (in searchable PDF format) and any other associated documents related to the Wastewater System.	Upload directly to GeoTracker all monitoring reports (in searchable PDF format) and any other associated documents.	On or before the due dates required by this General Permit and for other documents when required by the Central Coast Water Board.
Laboratory Data	All analytical data (including geochemical data) in electronic deliverable format (EDF). This includes all water, soil, and vapor samples collected when monitoring a discharge.	Upload, or direct your California ELAP-accredited laboratory staff to upload, all EDF laboratory data directly to GeoTracker.	On or before the due date of the required monitoring report.
Depth to Groundwater	Monitoring wells must have the depth-to-water information reported. Report data only for wells defined as permanent sampling points.	Upload depth-to-water information to the GeoTracker GEO_WELL file.	On or before the due date of the required monitoring report.
Boring Logs and Well Screen Intervals	Boring logs must be prepared by a registered professional and submitted in PDF format separately (not only as attachments to reports).	Upload boring logs (in searchable PDF format) to GeoTracker GEO_BORE file whenever a new boring is drilled.	Every time a new boring is drilled.
Field Points, Location Data (Geo XY)[1]	Name, classify, and identify the location (latitude and longitude) of all sampling points. Monitoring wells must be surveyed, influent and effluent sample locations must be identified on the GeoTracker mapping tool under “non-surveyed data.” These data points are required prior to laboratory data uploads.	Upload the location data (surveyed and non-surveyed) to the GeoTracker Geo_XY file.	Every time a permanent monitoring point is established.

Electronic Submittal	Description of Action	Action	Frequency
Elevation Data (Geo Z)[2]	Survey and mark the elevation at the top of groundwater well casings for all permanent groundwater wells. These points are required prior to depth-to-water data uploads.	Upload the survey data to the GeoTracker GEO_Z file.	One-time, for all groundwater monitoring wells.
Geo Map	Site layout, map of facilities, Wastewater System including treatment and disposal area(s).	Upload the Site layout PDF to the GeoTracker site plan file.	Year one and every five years thereafter and when the facilities are modified.

[1] Geo XY required for all wells. New wells must be surveyed. For existing wells, use original well installation survey data. The City of Atascadero must also upload sample locations (e.g., influent and effluent samples) that are not defined as a **permanent monitoring well** and have not been surveyed by a licensed professional.

[2] Geo Z required for all wells. New wells must be surveyed. For existing wells, use original well installation survey data.

8. TECHNICAL REPORTS

The technical reports are due as described in Table 12.

Table 12. Technical Report Submittal Due Dates

Report	Report Due Date
Operations and Maintenance Manual	June 6, 2024
Climate Change Adaptation Plan	June 6, 2025
Time Schedule Compliance Plan	June 6, 2024
Groundwater Monitoring Plan	October 6, 2023
Capital Improvement Plan	June 6, 2024

1. **Pretreatment Program Plan –** A Pretreatment Program is not required at this time. If the Central Coast Water Board notifies the City of Atascadero that development of a Pretreatment Program Plan is required, submit a plan that meets the requirements specified in General Permit section IV.F.2.i and General Permit section VI.A.1. The plan must contain an implementation schedule and identification of adequate funding to implement the plan.

2. **Time Schedule Compliance Plan -** As set forth in General Permit sections V.A and VI.A.5, the City of Atascadero anticipates that additional time is needed to achieve compliance with the effluent limitations and treatment capacity, therefore, the City of Atascadero must prepare and submit for Central Coast

Water Board review and approval, a time schedule compliance plan. Specifically, the time schedule compliance plan must address how the City of Atascadero plans to comply with permit limits for total dissolved solids, sodium, chloride, and total nitrogen or nitrate (depending on the compliance path chosen). At a minimum, the time schedule compliance plan must address the following:

i. Comparison of the current effluent quality to the effluent and groundwater limitations in General Permit Tables 3-6.

ii. A detailed description of salinity and nitrogen reduction actions and studies that the City of Atascadero will perform to achieve compliance with relevant permit limits including:

   a. An evaluation of the prevalence of water softener use by the City's wastewater customers. If the evaluation demonstrates substantial salt additions from water softeners, then the City must include a plan for adopting a water softener use ordinance or other effective method.

   b. An evaluation of salt additions occurring in the wastewater treatment process and the feasibility of utilizing lower salt treatment options.

   c. An evaluation of other strategies for reducing salt concentration in treated effluent.

   d. An evaluation of wastewater treatment processes that could be implemented to reduce nitrogen concentrations in effluent.

iii. Comparison of the current influent daily average and daily maximum influent flow and the Wastewater System's design capacity.

iv. A detailed description and chronology of efforts, since issuance of the notice of applicability, to reduce wastes.

v. Justification of the need for additional time to achieve the effluent limitations in General Permit Tables 3-6.

vi. A detailed time schedule of specific actions the City of Atascadero will take to achieve the effluent limitations and daily average and maximum daily flows to be less than 80% of the Wastewater System design capacity.

vii. A demonstration that the time schedule requested is as short as possible, considering the technological, operation, and economic factors that affect the design, development, and implementation of the measures that are necessary to comply with the effluent limitation(s).

viii. If the requested time schedule exceeds one year, the proposed schedule shall include interim requirements and the date(s) for their achievement. The interim requirements shall include both of the following:

   a. Effluent limitation(s) for the pollutant(s) of concern.

   b. Control and management of daily average and maximum flows.

   c. Actions, measurable milestones, and tangible products leading to compliance with the effluent limitation(s).

3. **Operations and Maintenance Manual –** In addition to the required components specified in Standard Provisions[11] A.12 and A.28 (and any updates to the Standard Provisions) and General Permit section VI.A.2, the Operations and Maintenance Manual must contain the following components. Each component must contain an implementation schedule and identification of adequate funding to implement the component.

    i. **Sampling and Analysis Plan –** The City of Atascadero's Operation and Maintenance Manual must contain a sampling and analysis plan that meets the requirements specified herein. Anyone performing sampling on behalf of the City of Atascadero must be familiar with the sampling and analysis plan. At a minimum, the sampling and analysis plan must contain the following:

        a. A wastewater treatment process flow schematic with the monitoring locations labeled and scaled Wastewater System maps with treatment components, discharge locations (both treated wastewater and non-potable recycled water), monitoring locations, groundwater wells, storage locations (e.g., chemical, sludge, emergency overflow ponds), and buildings. If the City of Atascadero needs to update Figure 1 to comply with this requirement, a copy of the updated process flow schematic will also be included with the annual report .

        b. Sample identification details in tabular format. The table must include the sample titles, GeoTracker field point information, sample description(s), and sampling frequencies.

        c. Sample chain-of-custody procedures and documentation.

        d. Sample handling/preservation procedures.

        e. A description of the analytical methods.

        f. A description of sample containers, preservatives, and holding times.

        g. For water supply monitoring, a description of the location and method of data collection (e.g., onsite well sampling, use of consumer confidence report).

        h. For groundwater monitoring, a description of the well purging and field methods.

    ii. **Sludge Management Plan –** The City of Atascadero's Operation and Maintenance Manual must contain a sludge management plan that is sufficient to ensure compliance with the terms of the General Permit and

[11] See Attachment E, Standard Provisions, 2013: https://www.waterboards.ca.gov/centralcoast/board_decisions/do-cs/wdr_standard_provisions_2013.pdf

the notice of applicability. At a minimum, the plan must describe the following:

a. An estimated volume/amount and quality of sludge and scum that will be generated.

b. How sludge, scum, and supernatant will be stored and disposed of to protect groundwater quality.

c. If sludge will be subject to further treatment, describe the treatment and storage requirements.

d. Procedures for cleaning of digesters or storage vessels and the treatment and disposal of the residuals. If drying of residuals is planned, describe how that will be performed to prevent nuisance odors, prevent vectors, and protect groundwater quality.

iii. **Wastewater Disposal Management Plan –** The City of Atascadero's Operation and Maintenance Manual must contain a wastewater disposal management plan that is sufficient to ensure compliance with the terms of the General Permit and the notice of applicability. At a minimum, the wastewater disposal management plan must include:

a. A description of the wastewater disposal area and a map denoting acreage.

b. Loading calculations based on flow volumes, applied acreage, and biochemical oxygen demand, salts (total dissolved solids, sodium, chloride, sulfate, boron), and nitrogen analytical results.

c. A description of wastewater disposal and water quality protection practices.

iv. **Spill Prevention and Emergency Response Plan –** The City of Atascadero's Operation and Maintenance Manual must contain a spill prevention and emergency response plan that is sufficient to ensure compliance with the terms of the General Permit and the notice of applicability. The spill prevention and emergency response plan must describe operation and maintenance activities to prevent accidental releases of wastewater and to effectively respond to such releases and minimize the environmental impact. At a minimum, the spill prevention and emergency response plan must address the following:

a. Operation and Control of Wastewater System - A description of the wastewater treatment equipment, operational controls, flow measurement and calibration procedures, and treatment system schematic including valve/gate locations.

b. Sludge Handling - A description of the sludge handling equipment, operational controls, and disposal procedures.

c. Collection System Maintenance - A description of collection system cleaning and maintenance, equipment tests, and alarm functionality tests to minimize the potential for wastewater spills originating in the collection system or headworks. For collection systems subject to State Water Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (or its replacement), reports prepared to comply with State Water Board Order No. 2006-0003-DWQ satisfy this requirement.

d. Emergency Response - A description of emergency response procedures including for emergencies such as power outage, severe weather, flooding, or inadequate freeboard (for systems with wastewater treatment, storage, or disposal ponds or treated non-potable recycled water storage ponds). An equipment and telephone list for contractors/consultants, emergency personnel, and equipment vendors.

e. Finance - At a minimum, discuss current fees, projected fees, current budget for spill prevention and emergency response, projected budget for spill prevention and emergency response.

f. Notification Procedures - Coordination procedures with fire, police, Governor's Office of Emergency Services (CalOES), Central Coast Water Board, and local county health department personnel.

v. **Training Records Log –** The City of Atascadero's Operation and Maintenance Manual must contain updated training records logs that demonstrates the City of Atascadero is complying with General Permit section VI.B.3.

4. **Climate Change Adaptation** –The Climate Change Adaptation Plan must, at a minimum, include the following components:

i. Hazards and Vulnerabilities – Identify climate change hazards, at a minimum accounting for the hazards listed below, applicable to the Wastewater System. Using up-to-date tools, data, and guidance from the State of California (e.g., Cal-Adapt[12], Sea-Level Rise Guidance from Ocean Protection Council, reports from the Climate-Safe Infrastructure Working Group, the Climate Adaptation Planning Guide, and California Climate Assessment Regional Reports), assess the Wastewater System's vulnerability to identified hazards that could cause reduction, loss, or

[12] Cal-Adapt is an online resource with downscaled climate project data. It provides users with projections and more detailed downloadable data supporting a range of needs and array of climate models and emissions scenarios. Cal-Adapt offers climate projections for the major stressors facing California, including the following: temperature averages and extremes, precipitation averages and extremes, sea-level rise, wildfires, and drought. The Governor's Office of Planning and Research (OPR) recommends agencies use Representative Concentration Pathway (RCP) 8.5 for analyses considering impacts through 2050, because there are minimal differences between emissions scenarios during the first half of the 21st century.

failure of treatment processes and/or critical structures at the Wastewater System. Identify and justify the resources (e.g., models and tools, design parameters) used to inform identification of these hazards and vulnerabilities.

a. Sea Level Rise – Saltwater intrusion, flooding and inundation, and increased coastal erosion.

b. Precipitation Pattern Changes.

I. Drought – Decreased influent quantity and quality.

II. Peak Events – Flooding and increased influent quantity.

c. Temperature fluctuations and extremes.

d. Increased wildfires.

e. Increased power outages.

ii. Resiliency Actions – Identify actions to build Wastewater System and operational resilience to identified vulnerabilities, accounting for options that minimize resource impacts.

iii. Adaptation Strategy – For Wastewater Systems with design flows over 1,000,000 gallons per day, develop and implement a strategy to complete resiliency actions, at a minimum encompassing the following:

a. Prioritization – Prioritized resiliency actions based on risks to water quality, but also accounting for costs and benefits.

b. Schedule and Milestones – Timeframes to complete prioritized resiliency actions and/or climate change hazard triggers to inform when the City of Atascadero must implement actions. Milestones to complete critical steps for prioritized resiliency actions, designed to demonstrate measurable progress at a steady, or accelerated, completion pace over the established timeframes.

c. Financial Planning – Projected costs necessary to implement and sustain resiliency actions and strategy to procure funds.

iv. Recycled Water Feasibility Plan – Dischargers with Wastewater System design flows over 1,000,000 gallons per day must include a recycled water feasibility plan.

The recycled water feasibility plan will assess the viability of using the Wastewater System's treated wastewater effluent for beneficial reuse including, but not limited to the following:

a. Beneficial Reuse Options – Identification of reuse opportunities for the City of Atascadero 's treated effluent that would achieve the highest beneficial impact and best uses possible of non-potable recycled water. Include assessment of the following non-potable recycled water benefits identified in the State Water Board Recycled Water Policy: providing safe alternatives to fresh water or potable water for approved

uses; supporting sustainable groundwater and surface water uses with the intent of substituting use of treated effluent for use of fresh water or potable water; and diversifying community water supplies and mitigating for the impacts of climate change.[13]

b. Viable Users – Identification and viability evaluation of all potential users of the Wastewater System's treated effluent associated with identified beneficial reuse options. The City of Atascadero must demonstrate it engaged potential water purveyors and customers about the viability of reusing the Wastewater System's treated effluent.

c. Infrastructure Upgrades – Assessment of infrastructure needs to produce non-potable recycled water for identified beneficial reuses and convey non-potable recycled water to beneficial reuse locations.

d. Fiscal Analysis – Cost estimates for identified reuse options, at a minimum including project development, construction, and long-term maintenance and lifecycle costs. This analysis shall also include identification and evaluation of the following: 1) funding options, including at a minimum, revenues from recycled water sales, grant and loan funding opportunities, and financing from other benefitting parties and 2) funding limitations.

e. Schedule and Milestones for Next Steps – Timeframes to assess the feasibility of identified beneficial reuse options and to identify proposed beneficial reuse options based on prioritized water recycling and reuse opportunities, feasibility assessments, and other factors identified by the City of Atascadero .

f. Identification of implementation schedule and adequate funding to implement the plan.

5. **Capital Improvements Plan –** The City of Atascadero must prepare and submit a Capital Improvement Plan. The Capital Improvement Plan must contain all significant capital projects, equipment purchases, and major studies needed for operating the City of Atascadero Wastewater Treatment Facility. In general, the Capital Improvement Plan must include the following elements:

   i. Estimated overall cost of each project

   ii. Age and remaining useful life expectancy of critical equipment on-site

   iii. Estimated operational and maintenance costs for each project

   iv. Estimated project timelines

   v. Funding sources

[13] Water Quality Control Policy for Recycled Water, State Water Board, adopted December 11, 2018, page 1.

vi. Project prioritization

9. LEGAL REQUIREMENTS

The Central Coast Water Board's requirements that the City of Atascadero submit the technical and monitoring reports described in this monitoring and reporting program are made pursuant to section 13267 of the California Water Code. Failure to submit reports in accordance with schedules established by this General Permit and notice of applicability with attachments or failure to submit a report of sufficient technical quality to be acceptable to the Central Coast Water Board may subject the City of Atascadero to enforcement action pursuant to section 13268 of the California Water Code. Pursuant to section 13268 of the Water Code, a violation of a request made pursuant to section 13267 may subject the City of Atascadero to civil liability assessment of up to $1,000 per day in which the violation occurs.

The Central Coast Water Board needs the required information to ensure compliance with the notice of applicability and the General Permit. The City of Atascadero is required to submit this information because it is subject to the General Permit and is responsible for the discharge.

The burden, including costs, of the reports bears a reasonable relationship to their need and the benefits to be obtained. The requirement for the reports is necessary to ensure compliance with the General Permit, notice of applicability, and monitoring and reporting program to protect water quality.

The City of Atascadero must implement the above monitoring program on July 1, 2023. The Central Coast Water Board may rescind or modify this monitoring and reporting program at any time.

Ordered By:

for Matthew T. Keeling
Executive Officer

\\ca.epa.local\RB\RB3\Shared\WDR\WDR Facilities\San Luis Obispo Co\City of Atascadero\WWTP\1- Permit\Big Order Enrollment\NOA_MRP\drafts\R3-2020-0020 NOA MRP City of Atascadero_final.docx

Atascadero City Council

Staff Report – City Manager's Office

Solid Waste Franchise Agreement

RECOMMENDATION:

Council adopt Draft Resolution, authorizing the City Manager to execute a contract with USA Waste Alternative, Inc. (dba Atascadero Waste Alternatives) for the exclusive curbside collection of trash, commingled recyclables, and organic waste within City limits.

REPORT-IN-BRIEF:

Solid waste, recycling, and organic waste collection and landfill disposal within the City of Atascadero are provided through agreements with two separate companies, namely:

1. Atascadero Waste Alternatives (AWA) – solid waste, recycling and organic materials collection
2. Chicago Grade Landfill, Inc. (CGLF) – landfill disposal

With help from the Integrated Waste Management Agency (IWMA), the combination of the agreements provides the community with reliable, stable, and environmentally responsive management of the solid waste stream generated within the City limits, ensuring that State solid waste, recycling, and organic waste mandates are met. While IWMA provides high-level support of solid waste issues, education, State reporting and advocacy, as well as hazardous waste programs, the City's solid waste program is provided by individual agreements administered by City staff.

The solid waste collection agreement with AWA expired on December 31, 2020, and the agreement contains a 48-month extension provision. Typically, staff would have negotiated a solid waste collection agreement for approval prior to December 2020, however, the passage of Senate Bill 1826 and Senate Bill 1383 significantly delayed the negotiation process. SB 1383, the most significant change to solid waste regulations in California in 30 years, was signed into law in 2016 and regulations were not finalized by CalRecylce until November 2020. As part of SB 1383 compliance, and before the City could negotiate terms of any solid waste agreement, the City was required to update the Municipal Code to align with the legislative mandates of SB 1383 and adopt a Recovered Organic Waste Product Procurement Policy to implement the procurement of organic waste products and the purchase of recycled-content paper. In March 2022, Council adopted Ordinance No. 653, updating Title 6, Chapter 4 (Solid Waste Collection) of the Atascadero Municipal Code (AMC) and Ordinance No. 654, updating Title 8 of the AMC

to establish a water efficient landscape and irrigation ordinance and require compliance with specific sections of the California Green Building Code and added Section X (10) to the City's Procurement Policy. Once these requirements for SB 1383 compliance had been finalized, staff resumed negotiations with the current service provider.

Staff believes that the current service provider has provided the City with consistent and reliable service and has been a good partner with the community. Furthermore, staff believes the renegotiation process was the most efficient way to secure long-term solid waste service, allowing for improved environmental and customer service programs that benefit the entire community.

DISCUSSION:

Background

Solid waste, commingled recycling, and organic waste collection, processing, and disposal are regulated by the Statewide California Integrated Waste Management Authority and CalRecycle. The California Public Resources Code declares that the responsibility for solid waste management is shared between the State and local governments. Local agencies and the County enter into agreements with service providers to perform the activities needed to meet State and local health standards, and recycling diversion rates set by the State of California.

Pursuant to the California Public Resources Code, the City of Atascadero has the flexibility to enter into an exclusive garbage franchise, with or without competitive bidding, and the terms and conditions for contracting for solid waste service are contained within the Atascadero Municipal Code.

Solid Waste Contract

The City currently has an agreement with AWA for the exclusive curbside collection of trash, commingled recyclables and organic waste within City limits. AWA has been the curbside waste collection provider since 1998 and the current agreement has been in place since 2014. The solid waste collection agreement with AWA expired on December 31, 2020, and the agreement contained a provision granting the City the sole option to extend the agreement up to 48 months, in periods of at least 12 months each. The City has chosen to extend the agreement and has given AWA written notice prior to the end of each expiration date.

The service provider has, in staff's opinion, been a good partner in serving Atascadero's solid waste needs, and is a known commodity. AWA has provided the City with reliable service with little or no administrative burden, and responded well to the needs of the public. AWA currently serves over 8,400 accounts within Atascadero, most of which get trash, recycling and organic waste service every week. That is over 1.3-million service "touches", community wide, per year. Since the renegotiation of the current agreement in 2014, City staff has responded to less than fifteen complaints that were not handled directly by AWA to the customer's satisfaction.

As evidenced in the 2014 agreement, renegotiated terms provide the City and its businesses and residents with high-level uninterrupted service at reasonable rates. AWA,

in staff's opinion, has negotiated in good faith resulting in improved service to the community at a reasonable, competitive cost.

Key continuing provisions of the agreement are:

- AWA provides a Spring and Fall citywide "Residential Clean-Up Week" at no charge.
- AWA provides annual vegetation management and waterway clean-up support at no charge.
- Free shredding event open to the public in conjunction with the April Clean-Up Week.
- AWA directly bills and collects fees from users to cover collection, processing and disposal of solid waste, recycling and organic waste.
- AWA provides no cost trash, recycling and organic waste collection and disposal services at public facilities.
- Exterior trash cans, owned by the City, are serviced in public areas year-round.
- Areas of town with curbs, gutters and sidewalks are swept on an agreed schedule.
- 19-gallon reduced rate carts are an available option.
- Maintenance of a fixed location office in the city of Atascadero.
- User rates are set by the agreement in place with the City; CPI adjustments (85% of current CPI) every year on January 1.

Terms related to landfill:

- All solid waste (trash) from City to be delivered to Chicago Grade Landfill (CGLF).
- AWA pays CGLF current City per ton landfill rate for compacted trash.

Additional (new) provisions:

- Provide three-container service (solid waste, recycling, and organic waste) to all customers unless customer has been granted a generator waiver or has received a self-haul permit.
- Exterior trash cans owned by the City in high traffic areas will be serviced twice per week from Memorial Day to Labor Day.
- Up to 14 additional exterior trash cans owned by the City may be added to the agreement for year-round service and additional weekly service from Memorial Day to Labor Day.
- Procurement of recovered organic waste products such as Renewable Gas or Bulk Compost (at no additional cost to the City) to assist the City in fulfilling its annual recovered organic waste product procurement target under SB 1383.
- Cooperation and supporting the City and/or IWMA in educational efforts in compliance with SB 1383.
- Tree and vegetation clearance in public rights-of-way at no cost to City up to a cumulative value of $120,000 during the term of the Agreement to allow for safe and unobstructed passage of contractor's collection vehicles.
- Reduce likelihood of contamination and eliminate incentives that increase contamination supporting proper source separation, as required by SB 1383, by allowing for the collection of contamination and overfilling fees.
- Addressing refund, credit, discount on future service or other similar remedy to customers for the portion of services not performed by contractor as a result of a force majeure event.

Agreement term: 8-year, 4-month term (through December 31, 2031), and the agreement contains a 24-month City sole extension provision.

Residential and commercial rates: Residential and Commercial rates have remained unchanged since 2019. In 2019, at the request of the City's then recycling contractor, rates were increased as a result of changes to the recycling market and increased costs related to the processing of recyclable materials.

Conclusion

The City's goal is to provide the best service at the lowest cost to the public. Staff has been able to successfully negotiate with the current provider and has drafted an agreement with AWA. The new agreement will provide improved environmental services related to trash and increased services to the community. The proposed residential and commercial rates remain competitive with other north county haulers, and have not been increased at the request of the hauler, over annual CPI adjustments, since 2019. As a result of successful negotiations, and consistent rates, service, and partnership with the City, the draft contract presents improved service to the community at a competitive rate.

FISCAL IMPACT:

City will receive 10% of the Gross Revenues Collected.

ALTERNATIVES:

Council may provide staff direction to extend the current contract to allow preparation of a request for qualifications / proposals for solid waste, recycling, and organic waste curbside collection services. However, there is only one extension remaining on the current contract and the RFP process would need to be completed, a service provider agreement negotiated, and any orderly transition completed within the next 16 months.

ATTACHMENT:

1. Draft Resolution
2. Draft Solid Waste Collection Franchise Agreement

DRAFT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATASCADERO, CALIFORNIA, APPROVING A SOLID WASTE FRANCHISE AGREEMENT WITH USA WASTE ALTERNATIVES (dba ATASCADERO WASTE ALTERNATIVES) AND AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER

WHEREAS, pursuant to the provisions of Public Resources Code Section 40059(a)(1), the City of Atascadero is authorized to determine all aspects of solid waste handling which are of local concern); and

WHEREAS, Public Resources Code Section 40059(a)(2) also authorizes the City to determine whether solid waste handling services are to be provided by exclusive or non-exclusive contract and whether the contract will be awarded with or without competitive bidding; and

WHEREAS, pursuant to Public Resources Code Section 40059(a)(2), the City may grant the authority to provide solid waste handling services under terms and conditions prescribed the City Council by resolution or ordinance; and

WHEREAS, Ordinance No. 653 codified as Atascadero Municipal Code Title 6, Chapter 4 (Solid Waste, Recycling, and Mandatory Organic Waste Disposal Reduction) contains the terms and conditions for the collection of Solid Waste, Recyclable Materials, and Organic Materials; and

WHEREAS, the City and Contractor are Parties to that certain Solid Waste Franchise Agreement (the "Prior Agreement") dated November 27, 2007, which was approved by a Resolution of the City Council; and

WHEREAS, the City and Contractor further amended and restated, in its entirety, the Prior Agreement in that certain Solid Waste Collection Franchise Agreement dated July 15, 2014, as amended by the City and Contractor, modifying certain provisions of the Revised Agreement, and adding certain Disposal and Processing, and service requirements (the "Revised Agreement"); and

WHEREAS, City and Contractor now desire to further amend and restate, in its entirety, the Revised Agreement; and

WHEREAS, in the Amended and Restated Solid Waste Collection Franchise Agreement has been developed by and is satisfactory to the Parties; and

WHEREAS, USA Waste Alternatives, Inc. has agreed to provide solid waste service as set forth in the Amended and Restated Solid Waste Collection Franchise Agreement at the prices set forth therein.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Atascadero:

SECTION 1. The City Council hereby approves the Amended and Restated Solid Waste Collection Franchise Agreement between the City of Atascadero and USA Waste of California, Inc., which sets forth all terms and conditions for the provision of solid waste, recycling and organic waste collection services, a copy of which was submitted to the City Council at its meeting on the date set forth below.

SECTION 2. The City Manager is hereby authorized to execute the Agreement on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council held on the ___th day of August, 2023.

On motion by Council Member _____ and seconded by Council Member _____, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:
NOES:
ABSENT:
ADOPTED:

CITY OF ATASCADERO:

_____
Heather Moreno, Mayor

ATTEST:

_____
Lara K. Christensen, City Clerk

AMENDED AND RESTATED SOLID WASTE COLLECTION FRANCHISE AGREEMENT

BETWEEN CITY OF ATASCADERO

AND USA WASTE OF CALIFORNIA, INC.

September 1, 2023

This page is intentionally left blank.

SOLID WASTE COLLECTION FRANCHISE AGREEMENT

This Solid Waste Collection Franchise Agreement (this "Agreement") is entered into on the _____ day of _____, 2023 by and between the City of Atascadero, a political subdivision of the State of California ("City") and USA Waste of California, Inc., d/b/a Atascadero Waste Alternatives, a Delaware corporation ("Contractor") for Contractor to provide Solid Waste, Recycling, and Organic Materials services within the incorporated limits of City.

RECITALS

WHEREAS the City and Contractor are Parties to that certain Solid Waste Franchise Agreement (the "Prior Agreement") dated November 27, 2007, which was approved by a Resolution of the City Council; and

WHEREAS the City and Contractor further amended and restated, in its entirety, the Prior Agreement in that certain Solid Waste Collection Franchise Agreement dated July 15, 2014, as amended by the City and Contractor, modifying certain provisions of the Revised Agreement, and adding certain Disposal and Processing, and service requirements (the "Revised Agreement"); and

WHEREAS City and Contractor now desire to further amend and restate, in its entirety, the Revised Agreement, as set forth herein; and

WHEREAS the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) Division 30 of the California Public Resources Code, commencing with §40000, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Recyclable Materials handling within their jurisdictions; and

WHEREAS the separate Collection, processing and marketing of Recyclable Materials for beneficial reuse or Recycling was selected in the City's Source Reduction and Recycling Element adopted in 1994, hereinafter referred to as the SRRE, as a means of meeting the 1995 and 2000 State mandated Diversion goals of AB 939; and

WHEREAS the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential 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 a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and Composting options in order to reduce the amount of material 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 Regulations require 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, City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and

WHEREAS the City has determined that an Agreement granted to a private company for the Collection, processing and

marketing of Commercial and Residential Recyclable Materials is the most effective and efficient way to Collect and Divert Commercial and Residential Recyclable Materials within the City; and

WHEREAS the City declares its intention of maintaining reasonable rates and high-quality service for Solid Waste Service and the Collection, Processing, and marketing of Recyclable and Organics Materials; and

WHEREAS the Contractor is responsible for arranging for Commercial and Residential Organic Materials and Recyclable Materials Collection, Processing, and marketing services; and

WHEREAS this Agreement has been developed by and is satisfactory to the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the adequacy of which is hereby acknowledged, it is hereby agreed by and between the City and Contractor as follows:

ARTICLE 1. DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of the California Public Resources Code, the California Code of Regulations, the Municipal Code, or the Act, the definitions in the Municipal Code, California Code of Regulations, the Public Resources Code, or the Act will control. 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 Article and shall be capitalized throughout this Agreement:

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341".

"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".

"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".

"Affiliate" 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 common ownership interest or common management shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates with" Contractor and included within the "Affiliates" as used herein. An Affiliate 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 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, that (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 determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

"Agreement" means this Residential and Commercial Solid Waste Collection Franchise Agreement (including all Exhibits and attachments, and any amendments thereto) between City and Contractor.

"Applicable Law" means all Federal, State, County, and local laws, regulations, resolutions, ordinances, rules, orders, judgments, decrees, policies, 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 Commencement 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 Disposal Facility**" means the landfill or transfer station, selected by the City, where Solid Waste Collected under this Agreement is sent for final Disposal. The Approved Disposal Facility is the Chicago Grade Landfill, which has been approved by the City.

"Approved Facility(ies)" means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; and/or Approved Transfer Facility.

"**Approved Organic Materials Processing Facility**" means the Buckeye Processing & MRF, LLC Facility located at 6625 Benton Rd., Paso Robles, CA 93446 or North County Compost, located at 3360 La Cruz Way, Paso Robles, CA 93446, which have been selected by the Contractor and Approved by the City.

"**Approved Processing Facility(ies)**" means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; Approved Transfer Facility, Approved C&D Processing Facility; or Designated C&D Facility.

"**Approved Recyclable Materials Processing Facility**" means the Buckeye Processing & MRF, LLC Facility located at 6625 Benton Rd., Paso Robles, CA 93446, or North County Recycling, located at 3360 La Cruz Way, Paso Robles, CA 93446, which have been selected by the Contractor and approved by the City.

"**Approved Transfer Facility**" means the 6625 Benton Rd., Paso Robles, CA 93446 Facility, located at Buckeye Processing & MRF, LLC, or Mid State Solid Waste & Recycling, located at 3360 La Cruz Way, Paso Robles, CA 93446, which has been selected by the Contractor and approved by the City.

"Billing(s)" means any and all statements of charges for services rendered by Contractor pursuant to this Agreement.

"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 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" or "**CCR**" means the State of California Code of Regulations. CCR references in this chapter 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, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

"California Integrated Waste Management Act of 1989" means Public Resources Code, §40000 et. seq.

"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 an approximate capacity of 20, 32, 64 or 96 gallons (or similar volumes).

"Change in Law" means any of the following events or conditions that has an adverse effect on the performance of

Contractors of its obligations under this Agreement:

A. The enactment, adoption, promulgation, issuance, or modification, of any Applicable Law; or,

B. The order or judgment of any governmental body, authority, board, bureau, commission, department, instrumentality or public body, or any court, arbitrator, administrative tribunal or public utility having direct jurisdiction over Contractor's performance of this Agreement, to the extent such order, judicial interpretation, or judgment is not the result of willful or negligent action of the Contractor. However, 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.

"City" means the City of Atascadero, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the term, acting through the City Council or the City Manager.

"City Manager" means the City staff member or their designee who is responsible for the administrative management of this Agreement.

"Collect" or "Collection" (or any variation thereof) means to take physical possession of Recyclable Materials, Organic Materials, Solid Waste, and other material at the place of generation within the City.

"Commencement Date" means the date specified in Article 3 when Collection, Transportation, Processing, and Disposal 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.

"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 eight (8) 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.

"Compostable Plastics" or "Compostable Plastic" means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility including materials meeting the ASTM 6400 standard provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A) for three container systems.

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4).

"Composting" (or any variation thereof) means the controlled biological decomposition of Organic Waste that is source separated from other waste streams, or which are separated at a "compostable material handling operation" or "facility", as those terms are defined in 14 CCR Section 18982(a) (12)

"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. Construction and Demolition Debris includes rocks, soils, tree remains, and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

"Container" means Bins, Carts, Compactors, and Roll-Offs.

"Contamination Fee Notice "means the Contractor's notice to Customer(s) as described in Section 5.4.8.

"Contamination Warning Notice" means the Contractor's notice to Customer(s) as described in Section 5.4.7.

"Contractor" means, USA Waste of California, Inc., d/b/a Atascadero Waste Alternatives, and its officers, directors, employees, agents, companies and Subcontractors where applicable.

"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.

"Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Customer in a Container and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

"Disposal" or "Dispose" (or any variation thereof) means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility.

"Disposal Facility" means a landfill, or other Facility for ultimate Disposal of Solid 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, subject to the provisions of AB 939.

"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.

"Effective Date" has the meaning set forth in Section 3.1.

"Environmental Laws" means all Federal and State statutes, county, local and City ordinances and regulations concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC 6901 et seq.; the Federal Clean Water Act, 33 USC 1251 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; the Occupational Safety and Health Act, 29 USC 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code §25100 et seq.; the California Hazardous Substances Account Act, California Health and

Safety Code §25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; currently in force and as hereinafter amended, and all rules and regulations promulgated there under.

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Special Waste, Universal 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 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 or Use Motor Oil Filters when properly placed for Collection by Contractor, as set forth in this Agreement.

"Facility" means any plant or site, owned or leased and maintained and/or operated or used by Contractor for the purposes of performing the duties to fulfill this Agreement.

"Federal" means belonging to or pertaining to the Federal government of the United States.

"Fiscal Year" means the period commencing January 1 and concluding December 31.

"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 Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

"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, napkins, and pizza boxes. Food -Soiled Paper is a subset of Food Waste.

"Food Waste" means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.

"Force Majeure" see Section 12.4 for definition.

"Generator" means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.

"Gross Revenues" means any and all revenue or compensation actually collected by Contractor from Customers under this Agreement for the exclusive Collection, Transportation, Processing, Recycling and Disposal of Solid Waste, Recyclables, and Organic Materials within the City, in accordance with Generally Accepted Accounting Principles (GAAP), net of Franchise Fees, County Tipping Fee Surcharge and Waste Management Program Fund Fee in accordance with Section 5.6(e), and the SB 1383/AB 939/Reimbursement in accordance with Section 7.2. The term Gross Revenues, for purposes of this Agreement, shall not include any: a) City, or other Federal, State, or local taxes or surcharges; b) any Customer Late Fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of Recyclables or any Recycling rebates received from the State.

"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 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 solar panels from Residential Premises, and 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.

"Holidays" are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Household Hazardous Waste" or **"HHW"** means waste materials meeting the requirements of 14 CCR Section 18502(12) that are generated in small or de minimis quantities at Residential Premises. Contractor shall collect Used Motor Oil in receptacles provided by City's Third-Party Designee.

"Infectious Waste" means: (i) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (ii) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (iii) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas, and emergency rooms, as defined in 14 CCR Section 17225.36.

"Late Fee" means an amount charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee of $5.00 or 2.5% monthly interest on the past due amount, whichever is greater and a Non-Sufficient Fund ("NSF") fee.

"Multifamily Dwelling Unit" or "Multi-Family" or "MFD" means of, from, or pertaining to residential Premises with five (5) or more dwelling units 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 three-Container service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"Occupant" means the Person who occupies a Premises.

"Organic Materials" means Yard Trimmings and Food Waste, as further described on Exhibit F, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste. Organic Materials does not include

Excluded Waste.

"Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, untreated lumber, untreated wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges. Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"**Overage**" means excess Solid Waste, Organic Materials, or Recyclable Materials placed inside a Container that causes: (i) the lid on the Container to be open; (ii) material that is placed on top of the Container; (iii) material placed around the Container either in bags or un-containerized; or (iv) the Container to exceed the weight limit for such Container.

"**Overage Fee**" means the fee set forth in Exhibit A charged by Contractor to Customer(s) for Overage in accordance with Section 5.3.

"Owner" means the Person holding the legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

"Party" or "Parties" refers to the City and Contractor, individually or together.

"Person" means any individual, firm, association, organization, partnership, consortium, corporation, business trust, joint venture, Commercial entity, governmental entity, public entity the United States, the State of California, the County of San Luis Obispo, local agencies, cities, special purpose districts, and any other legal Person.

"Premises" means and includes any land, building and/or structure, or portion thereof, in the City where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.

"Processing" or "Process" means to prepare, treat, 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 Source Separated Recyclable Materials for the City's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

"Recyclable Materials" or "Recyclables" means those Discarded Materials that are identified on Exhibit F and that Customers set out in Recyclables Containers for Collection for the purpose of Recycling by Contractor. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials and Solid Waste by the Customer. For the purpose of collection of Recyclable Materials through Contractor's Collection services, Recyclable Materials shall be limited to those materials identified by Contractor as acceptable Recyclable Materials. Recyclable Materials do not include Excluded Waste.

"Recycling" or "Recycle" means the process of sorting, treating, and/or reconstituting Recyclable Materials, which would

otherwise be discarded without receiving compensation or returning them 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.

"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.

"Roll-Off" 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.

"San Luis Obispo County Integrated Waste Management Authority (SLO IWMA)" or "IWMA" means the regional Joint Powers Authority that has responsibilities related as defined by the Joint Powers Agreement related to the City's compliance with Applicable Law. The IWMA may be designated certain responsibilities and rights of the City related to reporting, monitoring, and education requirements as specified in this Amendment. A copy of any letter designating the IWMA will be provided to Contractor.

"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 statewide 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-Haul" means to act as a Self-Hauler.

"Self-Hauler" means a person who hauls Solid Waste, Organic Waste, or Recyclable Material they have generated to another person in compliance with City Code Section 6.4-112. Self-hauler also includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Owner using the Generator's or Owner's own employees and equipment.

"Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

"Single Family Dwelling Unit" or "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less 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" has the same meaning as defined in State Public Resources Code Section 40191 (and in Ord. 56 § 6-4.01, 1982), which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which

is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

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 (also known as HHW). 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. Solid Waste does not include Excluded Waste.

For purposes of this Agreement, acceptable Solid Waste is further described on Exhibit F.

"Source Separated" means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing of those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the chapter, Source Separated shall include separation of materials by the Generator, Customer, Responsible Party, or Responsible Party's employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.

"Special Waste" means hazardous waste which meets all of the criteria and requirements of 22 CCR Section 66261.122, including those wastes listed in 22 CCR Section 66261.120.

"State" means the State of California.

"Subcontractor" means a Party who has entered into a contract 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, as provided in Article 3.

"Third-Party Designee" means the IWMA or another third-party person or entity designated by the City to perform certain responsibilities and rights of the City related to reporting, monitoring, and education requirements as specified in this Agreement. A copy of any letter from the City designating a third-party will be provided to Contractor upon execution by

City or delivery by City to such third-party.

"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.

"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.

"Transfer Station" includes those facilities used to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to Transfer the Solid Wastes directly from smaller to larger vehicles for Transport and those facilities used for transformations.

"Transportation" or "Transport" means the act of conveying Collected materials from one location to another.

"**Universal Waste**" means waste materials that are conditionally exempt from classification as hazardous waste pursuant to Title 22 of the California Code of Regulations (22 CCR), Section 66261.9, including but not limited to: (i) batteries as described in 22 CCR section 66273.2; (ii) thermostats as described in 22 CCR Section 66273.4; (iii) lamps as described in 22 CCR Section 66273.5; and (iv) cathode ray tube materials as described in 22 CCR Section 66273.6.

"Yard Trimmings" means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, shrubbery, tree trimmings, yard waste, wood chips, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, Christmas Trees, and other types of Organic Waste 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 Excluded Waste. Yard Trimmings are a subset of Organic Materials. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Organic Materials Container Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

2.1 Contractor Status

Contractor shall be an independent contractor and not an agent or employee of the City.

2.2 Contractor Authorization

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors and Contractor (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor have the authority to do so.

2.3 Compliance with Laws and Regulations

Contractor shall comply with all existing and future Applicable Law made applicable to this Agreement in accordance with Section 14.5.

2.4 Grant and Acceptance of Agreement

Subject to Section 3.4 (Conditions of the Effectiveness of Agreement), City hereby grants to Contractor the exclusive

right and privilege to Collect and Dispose all Solid Wastes generated and/or accumulated within City, including by utilizing City streets and rights-of-way.

Subject to Section 4.2 City also hereby grants to Contractor the exclusive right and privilege to Collect Recyclable Materials and Organic Materials generated and/or accumulated within the City, including by utilizing City streets and rights-of-way.

Contractor shall perform all duties required under this Agreement in accordance with all applicable current and future Federal, State, and local laws and regulations at rates established by this Agreement and by City pursuant to the procedures set forth herein. For purposes of this Agreement, Applicable Law shall include but not be limited to a duly constituted governing body of a public agency, including joint powers authorities and districts having jurisdiction over Contractor's performance under this Agreement.

Contractor hereby accepts the Agreement on the terms and conditions set forth in this Agreement.

2.5 Serve Without Interruption

Contractor shall perform all duties throughout the Term of this Agreement without interruption except as otherwise authorized by this Agreement.

2.6 Permits and Licenses

Contractor shall procure, and keep in full force and affect, all permits and licenses, pay all charges and fees, and give all notices as necessary to conduct its obligations under this Agreement. In addition, any property owned or operated by the Contractor in Atascadero shall be kept in a clean and orderly condition consistent with industry standard and the trucking yard located at 7675 San Luis Avenue shall not be used to store or Transfer Solid Waste, Organic Materials, or Recyclable Materials without the approval of the City.

2.7 Preservation of City Property

Contractor shall pay to the City, on demand, the cost of all repairs to public property made necessary by any of the operations of Contractor under this Agreement directly caused by Contractor.

ARTICLE 3. TERM OF AGREEMENT

3.1 Effective Date

The Effective Date of this Agreement shall be September 1, 2023 (the "Effective Date").

3.2 Term of Agreement

The Term of this Agreement shall be for the period commencing on the Effective Date and expiring thereafter on December 31, 2031, ("Term") unless extended by the Parties as provided in Section 3.3 (Option to Extend).

In the event of a Change of Law which would render the Collection, Processing, and Disposal services to be implemented under this Agreement illegal, the City reserves the right to terminate this Agreement upon the giving of a six (6) month prior written notice of City's election to so terminate this Agreement.

3.3 Option to Extend

The City shall have the sole option to extend the Term of this Agreement up to twenty-four (24) months in periods of at least twelve (12) months each after the initial Term. Prior to the expiration of the extension, the City and Contractor may agree to a second extension of the Term of the Agreement, up to twenty-four (24) months in periods of twelve (12) months each. If either Party desires to exercise an option, it shall give written notice to the other Party of its desire to extend the term not later than one hundred eighty (180) days prior to the initial termination date, or, if one extension has been exercised, not later than one hundred eighty (180) days prior to the extended termination date of its desire to extend the term. Except with respect to the Term of this Agreement, the terms and conditions of this Agreement shall be applicable during said extension option extended Term unless the Parties mutually agree upon any changes in accordance with Section 14.5.

3.4 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 each and all of the conditions set out below, each of which may be waived in whole or in part by City.

A. Accuracy of Representations. The representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.

B. Absence of Litigation. There is no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

C. Furnishing of Insurance and Performance Bond. At least thirty (30) calendar days before the Effective Date of the Agreement, the Contractor shall provide proof of insurance in the form, coverages, and amounts specified in Section 10.4 and the performance bond set forth in Section 10.5.

D. Effectiveness of City Council Action. The City's approving this Agreement shall become effective pursuant to California law on or prior to the Effective Date of this Agreement.

ARTICLE 4. SCOPE OF AGREEMENT

4.1 Scope of Agreement

Subject to Section 4.2 (Limitations to Scope), the Agreement granted to Contractor shall be exclusive for Solid Waste, Recyclable Materials, and Organic Materials, except where otherwise precluded by Applicable Law. This Agreement does not include Construction and Demolition Debris; however, the City reserves the right to add Construction and Demolition Debris, at its discretion, at some point in the future.

4.2 Limitations to Scope

This Agreement for the Collection of Solid Waste, Recyclable Materials, and Organic Materials; Disposal of Solid Waste; Processing of Recyclable Materials and Organic Materials; and Marketing of Recyclable Materials and Organic Materials granted to Contractor shall be exclusive except as detailed in this Section:

A. Recyclable Materials separated from Solid Waste by the Generator and for which Generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the Generator for such Recycling or related services;

B. Containers delivered by the Generator for recycling under the California Beverage Container Recycling Litter Reduction Act, §§14500, et seq., California Public Resources Code.

C. Recyclable Materials donated to a charitable, environmental or other non-profit organization.

D. Solid Waste, Recyclable Materials or Organic Materials which are source separated at any Premises, where such materials are generated on-site, and which are transported by a Self-hauler to a Disposal Facility, Recycling center or Processing Facility;

E. Other Governmental Agencies within the City which can contract for separate Solid Waste, Organic Materials, and Recycling services; and,

F. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the City.

This Agreement to Collect, Transport, Process, and market Recyclable Materials shall be interpreted to be consistent with Applicable Laws, now and during the Term of the Agreement, and the scope of this Agreement shall be limited by current and then-applicable State and Federal laws with regard to Recyclable Materials and Organic Materials handling, flow control, and related doctrines. In the event that a Change in Law limits the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Contractor and City agree to work in good faith to amend the scope of the Agreement so as to comply with such Change in Law, and the City shall not be responsible for any lost profits and/or damages claimed by the Contractor as a result thereof; provided that Contractor may request a rate adjustment in accordance with the procedures set forth in Section 8.4 for any such Change in Law. Nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City that is otherwise required by law.

4.3 Administration of Agreement

The City Manager or their designee shall administer this Agreement on behalf of the City and shall supervise Contractor compliance with the Agreement terms and conditions.

4.4 Use of City Streets

Contractor shall have the right and privilege to operate Collection vehicles and equipment on any and all streets, public ways, rights-of-way, or easements of the City.

4.5 City Request to Direct Changes and Changes in Law

4.5.1 General

City may request Contractor to perform additional services (including State mandates, new Diversion programs, etc.) or modify the manner in which it performs its obligations under this Agreement, including existing services, or require additional or new fees or charges. In addition, a Change in Law may require that Contractor provide new or additional services under this Agreement. Pilot programs and innovative services that may entail new Collection methods, different kinds of services and/or new requirements for Generators or Customers are included among the kinds of changes that City may request or a Change in Law may require. Contractor shall present, within thirty (30) days of a request to do so by City, a proposal to provide additional or modified services. Contractor may request an adjustment in its rates and compensation in accordance with the procedures set forth in Section 8.4 (Extraordinary Adjustments), for providing such additional or modified services related to any such City directed change or any Change in Law or any additional or new fees or charges imposed by City.

4.5.2 New Diversion Programs

Contractor shall present, within thirty (30) days, or other such time as the parties may agree, of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

a. Collection methodology to be employed (equipment, workforce, etc.)
b. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
c. Labor requirements (number of employees by classification).
d. Type of Containers to be utilized.
e. Provision for program publicity/education/marketing.
f. Processing Facility to be utilized for Diversion and/or recovery of materials.
g. A projection of the financial results of the program's operations for the remaining Term of the Agreement in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

4.5.3 City's Right to Acquire Services

If pursuant to Section 4.5.2 (New Diversion Programs), Contractor and City cannot agree on terms and conditions of such new services within ninety (90) days from the date when City first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that City may permit Persons other than Contractor to provide such services.

4.6 Ownership of Discarded Materials

All Solid Waste Collected, removed, and transported by Contractor from the Premises where produced, generated, and/or accumulated pursuant to this Agreement shall be the property and responsibility of Contractor. Notwithstanding the foregoing, Contractor shall have no duty or obligation to Collect any Hazardous Waste or other material that does not meet the definition of Solid Waste, and ownership of all such non-conforming materials shall remain with the Customer.

Once Recyclable Materials and Organic Materials are placed in Containers and properly presented for Collection, ownership and the right to possession shall transfer directly from the Customer to Contractor by operation of this Agreement. Contractor is hereby granted the right to retain, Recycle, Process, reuse, and otherwise use such Recyclable Materials and Organic Materials or any part thereof, in any lawful fashion or for any lawful purpose consistent with the hierarchy and goals of AB 939 and in a manner that constitutes a reduction in landfill Disposal pursuant to SB 1383. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, or reuse the Recyclable Materials and Organic Materials that it Collects. Recyclable Materials and Organic Materials, or any part thereof, which are delivered to a Facility shall become the property of the Owner or operator of the Facility(ies) once deposited there by Contractor.

4.7 City's Right to Perform Service; Tagging of Improper Set-Outs

In the event Contractor fails to Collect and remove Solid Waste, Organic Materials, or Recyclable Materials on a Customer's regularly scheduled Collection day, within twenty-four (24) hours of a request from City or a Customer to do so, for Processing and Disposal, City may Collect said materials and Contractor shall be liable for all related expenses incurred by City. Such expenses include but are not limited to Disposal, administrative, and legal costs. Contractor shall reimburse City for such expenses as required.

In the event Contractor does not Collect any item or Container of Solid Waste, Recyclable Materials or Organic Materials due to a Customer's non-compliance with rules and regulations for proper set-out, if possible Contractor shall attach a tag securely to the item or Container not Collected specifying the reasons for non-Collection. The tag shall contain Contractor's name and telephone number. Contractor shall maintain records of all such Non-Collection

tags issued to Customers and report to the City in accordance with Section 9.2.

ARTICLE 5. DIRECT SERVICES

5.1 General

The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services, as set forth in this Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not, to perform its obligations under this Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous, and high-quality Discarded Materials Collection services at all times.

5.2 Solid Waste, Recyclable Materials, and Organic Materials Services

5.2.1 Three-Container Collection System

A. General. Contractor shall provide a three-Container Collection program for all Customers for the separate Collection of Source Separated Recyclable Materials, Organic Materials, and Solid Waste as specified in this Section 5.2, using Containers that comply with the requirements of Section 5.5.3.

B. Solid Waste

Contractor shall provide weekly Collection of Solid Waste for all places and Premises within City, or such other more frequent level of service as may be determined by Contractor and the Customer and at rates established by this Agreement. Contractor shall provide more frequent Collection services at rates established by this Agreement for those Premises within the City that generate larger volumes of Solid Waste.

Contractor shall Collect Solid Waste from Contractor-provided Containers and Transport the Solid Waste Collected to (i) the Approved Disposal Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved Disposal Facility, as specified in Section 5.6. Contractor may allow carpets and textiles to be placed in the Solid Waste Containers. Prohibited Container Contaminants shall not be placed in Solid Waste Containers by Customers.

C. Recyclable Materials

Contractor shall Collect and remove all Recyclable Materials placed in Contractor-provided Containers at the designated Collection locations for Single-Family Dwelling Units, Multi-Family Dwelling Units, and Commercial Customers at the rates established by this Agreement. Recyclable Materials and Collection shall be weekly on the same day of the week as Solid Waste Collection service. Commercial Recyclable Materials Collection shall occur no less than one time per week, on a schedule as determined by Contractor and the Customer, at the rates set forth on Exhibit A.

Contractor shall provide Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in this Agreement. The Containers shall comply with the requirements of Section 5.5.3. Contractor shall Transport the Source Separated Recyclable Materials Collected in the City to (i) the Approved Recyclable Materials Processing Facility, or (ii) the Approved

Transfer Facility for Transfer and Transport to the Approved Recyclable Materials Processing Facility, as specified in Section 5.14.

Recyclable Materials to be Collected are set forth on Exhibit F.

The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent of the parties provided said materials are those acceptable as defined by State Law and are in conformance with those materials acceptable in the County of San Luis Obispo. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

City or its designee, shall contact Multi-Family and Commercial Customers in advance of the Effective Date to determine appropriate Container sizes and service frequency. Contractor shall supply each Multi-Family and Commercial Customer with Recyclable Materials Container(s) adequate to meet the Customer's needs. Contractor shall deliver Recyclable Materials Containers to each and every Multi-Family and Commercial Customer at the same time that the Contractor delivers Solid Waste Containers except for Commercial Customer(s) that have been exempted from Recyclable Materials services by the City or has demonstrated to the City that it is self-hauling Recyclable Materials in accordance with the Atascadero Municipal Code.

D. Organic Materials

Contractor shall provide Containers to Customers for Collection of Organic Materials and shall provide Organic Materials Collection service, as described in this Section. Contractor shall Collect and remove all Organic Materials placed in Contractor-provided Containers, at the designated Collection locations for Single-Family, Multi-family, and Commercial Customers, at the rates set forth on Exhibit A. Collection of Organic Materials for Single-Family Customers shall be on the same day as Solid Waste Collection. Collection for Multi-Family and Commercial Customers shall not less than once per week, on a schedule as determined by Contractor and the Customer.

Contractor shall Transport the Organic Materials to (i) the Approved Organic Materials Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Organic Materials Processing Facility, as specified in Section 5.14.

The Parties agree that accepted types of Organic Materials may be added to or removed from Exhibit F from time to time at the sole discretion of the City provided that the Organic Materials Processing Facility accepts the type of material, materials are those acceptable as defined by State Law, and are in conformance with those materials acceptable in the County of San Luis Obispo. In the event that any such type of Organic Materials is added or removed by the City, Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4. Contractor shall not add or remove materials to or from this list without written approval from the City, and written notification to the City and such approval shall not be unreasonably withheld.

City or its designee shall contact Commercial and Multi-Family Customers in advance of the Effective Date to determine appropriate Container sizes and service frequency. Contractor shall supply each Multi-Family and Commercial Customer with Organic Materials Container(s) adequate to meet the Customer's needs. Contractor shall deliver Organic Materials Containers to each and every Commercial and Multi-Family Customer at the same time that the Contractor delivers Solid Waste Containers except for Commercial Customer(s) that have been exempted from Organic Materials services by the City, or has demonstrated to the City that it is self-hauling Organic Materials in accordance with the Atascadero Municipal Code.

5.3 Overage of Containers.

5.3.1 Where Contractor identifies instances of Overage of Containers, Contractor may charge an Overage Fee as set forth in Exhibit A (based on Container size) for costs incurred resulting from resolving the Overage. Every instance of Overage may be charged an Overage Fee.

5.3.2 Contractor will document the Overage through the use of film or digital photography and Contractor will present such evidence of the Overage to the Customer as outlined in Section 5.3.4.

5.3.3 Where such evidence of Overage was presented to the Customer, and Contractor documents three (3) other instances of overfilling within one (1) year of any instance, in addition to charging an Overage Fee, Contractor is authorized to deliver the next larger-sized Container to the Customer, deliver additional Containers, and/or increase Collection frequency, adjusting the service rate accordingly. Contractor will take only that action which is reasonable and necessary to counteract future instances of Overage and will document such action, including the justification for the action taken. Prior to any action taken, Contractor shall have presented to the Customer(s) the documentation of the Overage and related education materials in accordance with Section 5.3.4. In the documentation, Contractor shall also provide educational materials regarding Overage to the Customer.

Approximately six (6) months following delivery of a larger Container, delivery of additional Containers, or an increase in service frequency, upon Customer's request, Contractor will inspect the Customer's Premises and determine whether the changes have adequately addressed the Customer's Overage, identify any changes in Customer's procedures and behaviors, and determine whether further adjustments are appropriate.

5.3.4 Contractor, shall place Overage Fee notices on overfilled Container(s). Overage Fee notices shall provide the following information to the Customer:

- That Overage was observed and an Overage Fee was charged for the cleaning up the Container area and/or placing Overage material into the Collection vehicle;
- The amount of the Overage Fee that is being charged to the Customer;
- That every subsequent instance of Overage with be charged an Overage Fee and subsequent incidents of Overage may result in the delivery of additional or larger-sized Containers and/or additional Collection frequency at an additional cost to Customer; and
- A phone number in case the Customer has any questions.

The same information may also be provided to the Customer either electronically or through the mail either in conjunction with the Billing cycle or as a separate notice.

5.3.6 Contractor will maintain a log listing all Customers where Overage was observed, and actions taken in response by Contractor, including education and outreach efforts, which shall be maintained for review by the City upon request.

5.3.7 All new Customers will be provided notice, either electronically or through the mail either in conjunction with the Billing cycle or as a separate notice, information regarding Overage Fees and Contractor's right to charge for identified instances of Overage and Contractor's responsibilities as outlined in this Section.

5.4 Prohibited Container Contaminants.

5.4.1 Upon identification of a Container with Prohibited Container Contaminants, Contractor shall provide Customer with three Contamination Warning Notices and issue contamination fees as outlined in this Section 5.4.

5.4.2 Where Contractor determines there to be continued contamination of Containers, on the third issuance of a Contamination Warning Notice for contamination identified in a Solid Waste, Recyclable Materials, or Organic

Waste Container, Contractor will:

A. Provide Customer with Contamination Fee Notice as outlined in Section 5.4.8; and
B. Contractor will conduct outreach and education efforts with Customer to determine the source of contamination and offer right-sizing of all waste streams; and
C. Contractor will charge the Customer a Contamination Fee in the amount set forth in Exhibit A; and
D. Contractor may refuse to Collect Containers with Prohibited Container Contaminants, or Contractor may elect to Collect the Container(s) and charge the Customer both the Contamination Fee and a Container Pick up fee as set forth in Exhibit A.

5.4.3 Every instance of Prohibited Container Contaminants on and after the fourth instance in any Solid Waste, Recyclable Materials or Organic Materials Containers will be subject to a Contamination Fee as set forth in Exhibit A.

5.4.4 Contractor will document the contamination through the use of film or digital photography.

5.4.5 Where such evidence of contamination is presented to the Customer, and Contractor documents three (3) other instance of excessive contamination within one (1) year of any instance, in addition to those actions outlined in Section 5.4.2, Contractor is authorized to deliver the next larger-sized Container, deliver additional Containers to the Customer, and/or increase service frequency, adjusting the service rate accordingly to meet the needs of the Customer with respect to proper recycling and disposal. Contractor will take only that action which is reasonable and necessary to counteract future instances of contamination and will document such action, including the justification for the action taken.

Approximately six (6) months following delivery of a larger Container, delivery of additional Containers, and/or an increase in service frequency, upon Customer's request, Contractor will inspect the Customer's Premises and determine whether the changes have adequately addressed the Customer's excessive contamination, identify any changes in Customer's procedures and behaviors, and determine whether further adjustments are appropriate.

5.4.6 Contractor, shall place Contamination Warning Notices on contaminated Container(s) and deliver notice by mail, email, or text message. Such Contamination Warning Notices shall provide the following information to the Customer:

- What materials are and are not to be placed in Containers;
- That a subsequent incident of contamination may result in non-Collection, the imposition of a Contamination Fee, and, where warranted, requiring additional or larger-sized Containers or additional Collection frequency at an additional cost to Customer; and
- A phone number in case the Customer has any questions.

The same information may also be provided to the Customer either electronically or through the mail either in conjunction with the Billing cycle or as a separate notice.

5.4.7 Contractor shall place Contamination Fee Notices on the contaminated Container(s). Contamination Fee Notices shall provide the following information to the Customer:

- The reason for a Contamination Fee was because the contents could not be Recycled or processed due to:
  - The presence of Prohibited Container Contaminants in the Container; or
  - In the case of contamination in Containers, the continued presence of Prohibited Container Contaminants after receiving a Contamination Warning Notice on previous pickups;
- The amount of the Contamination Fee that is being charged to the Customer;

- What materials are and are not to be placed in the Solid Waste, Recyclable Materials, and/or Organic Materials Containers;
- That a subsequent incident of contamination may result in non-Collection, the continued imposition of a Contamination Fee, and, where warranted, requiring additional or larger-sized Containers or additional Collection frequency at an additional cost to Customer; and
- A phone number in case the Customer has any questions.

The same information may also be provided to the Customer either electronically or through the mail either in conjunction with the Billing cycle or as a separate notice.

5.4.9 Contractor will maintain a log listing all Customers where Prohibited Container Contaminants were observed and notices issued by Contractor in accordance with this Section 5.4, which shall be made available for review by the City upon request.

5.5 Operations

5.5.1 Schedules

To preserve peace and quiet, no Discarded Materials shall be Collected from or within two-hundred (200) feet of Residential Premises between 5:00 P.M. and 6:00 A.M. on any day. Residential Discarded Materials shall be Collected, Monday through Friday. Except as otherwise provided in this Agreement, Residential Customers shall have their Discarded Materials collected on the same day of each week. The one exception is the Contractor may elect to Collect motor oil and filters with a separate vehicle using an on-call program. When the regularly scheduled Collection day falls on a Holiday, Collection shall take place on the following regularly scheduled Collection day. In the event the Contractor misses the Collection of properly set out Solid Waste, Recyclables, or Organic Materials, the Contractor shall Collect the missed pickups within one (1) Business Day of notification.

5.5.2 Vehicles

A. General. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to perform the work required by this Agreement and in strict accordance with its terms. Contractor shall have available on Collection days sufficient back-up vehicles in order to respond to Complaints and emergencies.

B. Specifications. All vehicles used by Contractor in providing Solid Waste, Recyclable Materials, and Organic Materials Collection services under this Agreement shall comply with all Federal, State, and local requirements for such vehicles as they now exist or may be amended in the future, including all applicable air emissions requirements, and shall be registered with the California Department of Motor Vehicles; provided, however, that in the event Applicable Law requires electronification of Contractor's vehicles, Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4. All such vehicles shall be designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor's fleet currently utilizes CNG/RNG. Upon such time as, Renewable Gas as defined in Section 14 CCR Section 18982(62) is commercially available in the City for use by Contractor in its performance of this Agreement, Contractor shall use commercially reasonable efforts to utilize Renewable Gas in accordance with Section 6.6(A). In the event that Renewable Gas is not commercially available for use in the City, but is commercially available in San Luis Obispo County, Contractor shall use commercially reasonable efforts to fuel all Collection vehicles using such Renewable Gas in accordance with this Section, provided that if there is any financial or logistical impacts to Contractor's provision of services under this Agreement, Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4.

C. Condition

1) Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times.

2) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly and represent a safety hazard shall be taken out of service until they are repaired and do operate properly and safely. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.

3) Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

4) Contractor shall arrange all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

D. Vehicle Identification. Each truck shall display, in a prominent place, a sign identifying the Contractor, approved by the City.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

5.5.3 Discarded Materials Containers

A. Collection Containers.

1. Single-Family Containers. Contractor shall supply up to 400 Single Family Dwelling Units with a 19-gallon Container for Solid Waste. Contractor shall supply all other Single-Family Dwelling Units with a 32-, 64-, or 96- gallon Container for Solid Waste. The monthly service fee for each size Container is shown in Exhibit A. In addition, each Single-Family Dwelling Unit will receive from Contractor a 96-gallon Container for all Recyclable Materials and a 96-gallon Container for Organic Materials. If requested by Customer, Contractor shall provide to the Customer either a 32-gallon or a 64-gallon Recyclable Materials and/or Organic Materials Container, however the default Container size unless requested otherwise shall be 96-gallons.

2. Multi-Family and Commercial Containers. Contractor shall supply each Multi-Family Customer, Commercial Customer, or governmental agency with appropriately sized Containers for Solid Waste, source-separated Recyclables, and Organic Materials Collection. Contractor agrees to provide additional Containers, as requested, by all Persons at the rates as shown on Exhibit A.

3. Kitchen Pails

CONTRACTOR will be responsible for distribution of kitchen pails provided by City's Third-Party Designee to Single-Family and Multi-Family Customers, upon request, from Contractor's office. The City, or its Third-Party Designee, shall restock Contractor inventories at local offices for distribution to residents who need a replacement.

B. Container Colors.

For both Residential and Commercial Customers, all Containers (including bodies and lids, as applicable) shall conform to the color requirements of 14 CCR Section 18984.7, and the Containers shall be replaced in accordance with the requirements of and timeframes set forth in 14 CCR Section 18984.7.

C. Container Labels

Contractor shall label new Container bodies or lids with graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container in accordance with 14 CCR Section 18984.8. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Containers shall be replaced in accordance with the requirements of and timeframes set forth in 14 CCR Section 18984.7.

In the event that Contractor changes the labels included on Containers after the Effective Date, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City or its designee for approval.

D. Other

The fee schedule for premium or additional services is shown on Exhibit A.

City and Contractor acknowledge that from time to time, a Customer may damage or destroy a Container. City and Contractor also acknowledge that from time to time Containers may be stolen from the Curb or damaged due to normal use. The fee schedule to replace lost or damaged Containers is shown on Exhibit A. All replacement Containers shall comply with the color and labeling requirements set forth in this Section.

Containers damaged due to lack of reasonable care by the customer, or Containers damaged by graffiti may be replaced by Contractor, the fee for which shall be the same as for lost or damaged Containers as set forth on Exhibit A. Contractor may recover Containers used by Customers for other than their intended purpose.

Upon expiration or early termination of Agreement, City may purchase all of Contractor's Containers and Compactors put into service at Customer Premises during the Term of the Agreement at a fair price to be agreed upon by City and Contractor.

5.5.4 Litter Abatement

Contractor shall use due care to prevent Discarded Materials from being spilled or scattered during the Collection or Transportation process. If any Discarded Materials are spilled during Collection, Contractor shall promptly clean up all spilled materials. Each Collection vehicle shall carry a broom, shovel and oil spill kit at all times for this purpose.

5.5.5 Personnel

A. General. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, and other personnel as may be necessary to provide services required by this Agreement in a safe and efficient manner. If the City adopts a living wage ordinance, the Contractor agrees to voluntarily comply with the ordinance.

B. Identification. Contractor shall ensure that while on duty each Collection worker wears a clean uniform that displays the Contractor's company name and the worker's name or identification number.

C. Fees & Gratuities. Contractor shall not, nor shall it permit any agent, employee, or Subcontractors employed by it to request, solicit, demand, or accept, either directly or indirectly any compensation or gratuity for any services performed under this Agreement except as provided in Article 8 of this Agreement.

D. Training. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

Contractor shall provide adequate operations, health and safety training, and Hazardous Waste identification and handling training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

E. Customer Courtesy. Contractor shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures. If City has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor will reassign the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

5.6 Disposal Requirements for Solid Waste

A. Contractor shall deliver for disposal all Solid Waste Collected under this Agreement to the Approved Disposal Facility at Contractor's own expense and in accordance with all Federal, State and local laws, rules, and regulations. Contractor hereby agrees to Dispose of or deliver for disposal all of the Solid Waste Collected pursuant to this Agreement in such manner as may be reasonably designated by City. As of the effective date of this Agreement, the City has entered into an agreement with Chicago Grade Landfill Inc. to dispose of Solid Waste Collected by the Contractor from the City. The Contractor is directed to take all Solid Waste Collected in the City to Chicago Grade Landfill until such time as the City may direct otherwise.

B. If Contractor receives notice from the landfill operator or Recyclables processor or otherwise finds, during the Term of the Agreement, to be prevented from delivering Solid Waste to the Approved Disposal Facility, Contractor shall immediately notify, in writing, the City Manager, and City's Third-Party Designee stating the reason(s) Contractor is prevented, or expects to be prevented, from delivering Solid Waste at the designated facility. Contractor shall expeditiously identify and evaluate alternative sites. An alternative designated site or sites shall be arranged for and secured by Contractor.

C. The Parties understand and agree that City intends to commence and participate in waste Diversion and resource recovery programs pursuant to regional and/or local implementation of AB 939, AB 341, AB 1826, SB 1383, or such other programs as may be established by City. In the event that City implements new or additional Diversion or resource recovery programs that modify Contractor's obligations under this Agreement, Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4.

D. Contractor shall deliver all Solid Waste to the Approved Disposal Facility, and shall pay the San Luis Obispo County AB 939 Tipping Fee Surcharge and Waste Management Program Fund Fee, pursuant to County Resolution No. 90-383, if applicable to the Approved Disposal Facility. If the City allows Contractor to use an alternative facility or directs Contractor to use an Approved Disposal Facility that does not collect the County Tipping Fee Surcharge and Waste Management Program Fund Fee, the Contractor will make, on a monthly basis, the equivalent payment directly to the County's Waste Management Tipping Fee - AB 939 Trust Fund #0159 and Waste Management Tipping Fee Trust - Site Fund # 0160. Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4 to account for changed and additional fees incurred by Contractor resulting from or arising out of any such change in the Approved Disposal Facility.

E. Payment of the equivalent fees shall be made to County within thirty (30) days after the end of each calendar month, or prorated portion thereof, in which the Contractor delivers waste to an alternate Facility. In the event that Payment is not received by County within thirty (30) days after the date specified, then Contractor shall pay a penalty of ten percent (10%) on the outstanding balance, and Contractor shall also pay to County interest on the outstanding balance at a rate of ten percent (10%) per annum, or the maximum legal rate of interest, whichever is greater, from the date of Contractor's failure to pay.

F. As of the Effective Date, the Tipping Fee Surcharge for Fund # 0159 is $3.00 per Ton and the Waste Management Program Fund Fee for Fund # 0160 is $0.40 per Ton. Payments made by the Contractor shall be sent to the County Franchise Coordinator along with an itemized statement regarding how the payment was calculated. Contractor's rates shall be adjusted to reflect any future changes in the amount of these fees.

G. Contractor may propose, and the City may consider other Processing and Disposal alternatives. In the event a different manner of or location for Processing or Disposal is selected by the City, then Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4 to reflect any increase or decrease in Disposal or Processing fees, which adjustment shall be effective at the time the new designated manner of Disposal or Processing begins. City and Contractor will not unreasonably deny any such adjustment.

5.7 Cleaning Commercial Bins

Contractor shall steam clean and refurbish all Commercial Bins at Contractor's own expense up to once per year upon request. Customers desiring more frequent cleaning may arrange additional cleaning with Contractor at a rate established by City, including pick-up, cleaning, and replacement of dumpster.

5.8 Clean-Up Events

A. Clean-Up Weeks. Each year throughout the Term of this Agreement, Contractor shall hold two "Clean-Up Weeks," held for seven (7) consecutive days from Saturday to Saturday in April and October of each year, or such other time as Contractor may reasonably determine. Contractor shall, upon request, provide each Residential Customer with one (1) clean-up voucher. To request a voucher and participate in the Clean-Up Week, the Residential Customer will contact Contractor's local office and pick-up the voucher at the local office. These vouchers will allow each Customer the ability to bring up to two (2) cubic yards of Solid Waste using their personal vehicle per voucher at no cost to the Approved Disposal Facility during the applicable Clean-Up Week. The voucher must be presented upon entrance into the facility.

B. Shredding Event. Once per calendar year in connection with the April Clean-Up Week, Contractor shall provide document shredding services to Residential Customers at the Approved Disposal Facility. Customers shall provide proof of residency and any other documents, information, or identification reasonably requested by Contractor.

C. Annual Vegetation Management and Waterway Clean-Up. Each year throughout the Term of this Agreement, Contractor shall provide and collect up to thirty (30) 40 cubic yard Roll-Offs for vegetation management and waterway clean-up efforts. Locations for the delivery and collection of the containers will be determined by the Public Works Director or their designee. The Contractor shall provide documentation, upon request by the City, the dates and times of the service and amount of disposed materials.

D. Public Outreach. In partnership with the City, Contractor shall prepare related public education materials for the Clean-Up Weeks/voucher program and the shredding event described in this Section 5.8, and arrange for publication or broadcasting of such materials. Contractor shall pay all advertising costs related thereto. Advertising should be done in the local newspaper and/or radio station(s), on the Contractor's website, through direct mailing to Customers, and provided to the City for posting on the City's website and social media accounts.

5.9 Exterior Solid Waste Container, Recyclable Materials and Organic Materials Container Service at Public Facilities

The Contractor will provide Collection of Solid Waste, Recyclable Materials and Organic Materials Containers at existing public facilities enumerated and described at the service levels as set forth on Exhibit B. On an annual basis, the City will provide the Contractor an updated list of Solid Waste, Recyclable Materials and Organic Materials Containers at City Facilities. In no instance will the number of Public Facilities utilizing Solid Waste, Recyclable Materials and Organic Materials Containers exceed the number of facilities listed on Exhibit B, unless otherwise agreed upon by both parties. Should the number of facilities or service levels exceed those set forth on Exhibit B, then City shall pay for such increased services at the rate(s) set forth on Exhibit A. Alternatively, Contractor and City may meet and confer in good faith to negotiate a change in the terms to compensate Contractor for additional costs arising out of the increased services.

City will allow Contractor to store a limited number of Roll-Offs at the City's Corporation Yard. The Public Works Director will designate an area of the Corporation Yard to be used for Roll-Off storage by Contractor and may require Contractor to install perimeter fencing, gates, and other site improvements for the designated storage area, at Contractor's expense, prior to Contractor use of the storage area. The Contractor will maintain the Roll-Off storage area, including weeding, fence and gate repairs, drainage corrections, and resurfacing.

5.10 Exterior Solid Waste, Recyclable Materials and Organic Materials Container Service in Public Areas

The Contractor will provide Collection of Solid Waste, Recyclable Materials and Organic Materials Receptacles in Public Areas enumerated and described at the service levels set forth on Exhibit C. On an annual basis, the City will provide the Contractor an updated list of Solid Waste, Recyclable Materials and Organic Materials Receptacles in Public Areas. Notwithstanding the foregoing, in no instance will the number of Solid Waste, Recyclable Materials and Organic Materials Receptacles exceed 150 Containers. Should the number of Containers or service levels exceed those set forth on Exhibit C, then City shall pay for such increased services at the rate(s) set forth on Exhibit A and as adjusted in accordance with this Agreement. Alternatively, Contractor and City may meet and confer in good faith to negotiate a change in the terms to compensate Contractor for additional costs arising out of the increased services.

For the purposes of this Section, Receptacles means any City owned can or container at the fixed locations designated on Exhibit C, each having a capacity of approximately sixty-five (65) gallons used for collection and storing of Solid Waste, Recyclable Materials, and Organic Material

5.11 Street Litter Removal and Sweeping Services

The Contractor shall provide street sweeping service on all streets enumerated and described on Exhibit D. In no instance will the length of street center-line miles to receive street sweeping service exceed 10.2 miles for those streets receiving weekly service and 3.7 miles for those streets receiving monthly service. The Contractor shall provide street sweeping service as scheduled on Exhibit D. The street sweeping service shall include vacuum, rotary brush sweeping and disposal of materials for all streets listed on Exhibit D. Should the level of Sweeping Services exceed the levels set forth on Exhibit D, then Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4.

The Contractor shall request from its subcontractor providing street sweeping services monthly reports of street litter removal and sweeping services undertaken by the subcontractor, including areas serviced, the dates and times of the service and amount of disposed materials.

5.12 Bio-Solids Transportation to Landfill

Once per year and upon request by the City, the Contractor shall supply a suitable Roll-Off Bin for use by City Wastewater Division to deposit dried bio-solids ready for Transport to Chicago Grade Landfill. The Contractor shall also Transport the material to the landfill once per year (approximately 250 tons per year). Transport shall occur over a period of not more than 2 weeks and shall occur during regular City business hours. There will be no per Ton landfill charge from Chicago Grade Landfill to the Contractor.

5.13 Tree and Vegetation Clearance in Public Rights-of-Way

Contractor drivers shall obey all traffic laws and shall not encroach into opposing travel lanes. Contractor will provide for the clearance of trees and vegetation in public rights-of-way that obstruct the passage of Contractor's Collection vehicles within the travel lane. Upon City's request, Contractor agrees to provide tree trimming services where reasonably required to allow for safe and unobstructed passage of Contractor's Collection vehicles, such as removing low hanging branches and overgrown roadside vegetation that prevent passage of Collection vehicles, at no additional cost to the City up to a cumulative value of $120,000.00 over the Term. Contractor shall aim to expend approximately 10% of such amount per Rate Year. Contractor shall hire a qualified professional to provide such tree trimming services. Such qualified professional shall perform all work within the City Right of Way in compliance with all traffic safety standards and City regulations. The Contractor shall coordinate tree and vegetation clearance work with the Public Works Director and the qualified professional shall obtain an encroachment permit, if required. All processing and handling of tree and vegetation material by Contractor or any third party on behalf of contractor, shall be in conformance with all rules and regulations of the City and compliant with the requirements of this agreement and SB 1383.

In accordance with the terms of Contractor's agreement with its subcontractor providing services under this Section, upon City's request, Contractor shall request from its subcontractor reports of tree and vegetation clearance services undertaken by the subcontractor, including areas serviced, the dates and times of the service and provide the report to the City.

5.14 Material Processing

5.14.1 Receipt of Recyclable Materials and Organic Materials

The Contractor shall have in place or have made arrangements for an Approved Processing Facility or Facilities to receive and accept all deliveries of Recyclable Materials and Organic Materials generated and Collected in the City.

5.14.2 Status of Approved Processing Facilities

As of the Effective Date, all Facilities used by Contractor under this Agreement are third-party facilities that are not owned or operated by Contractor. As such, Contractor shall use commercially reasonable efforts to verify that the Approved Processing Facilities have all permits from Federal, State, regional, county and City agencies necessary for it to operate as a Processing Facility.

Contractor shall use commercially reasonable efforts to verify that the Approved Processing Facilities are authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Recyclable Materials and/or Organic Materials delivered to it by, or on behalf of, Contractor during Contractor's performance of its obligations under this Agreement for the Term. Contractor shall immediately notify City of any notice of breach or default received from an Approved Processing Facility in the event that Contractor receives notice of such breach or

default from such third-party facility.

5.14.3 Alternative Processing Facility

If Contractor becomes unable to deliver the City's Recyclable Materials or Organic Materials to the Approved Processing Facility(ies), due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 12.4, Contractor shall use an Alternative Processing/Transfer/Disposal Facility provided that the Contractor provides written notice to City Manager. With respect to Facilities owned or operated by Contractor, within forty-eight (48) hours of emergency or sudden and unforeseen closure (or, in the case of facilities not owned or operated by Contractor, within forty-eight (48) hours of receiving notice of such emergency or sudden an unforeseen closure), the Contractor shall provide a written description of the reasons the use of the Approved 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 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 Manager. The City 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 due to causes within its Contractor's, or its Processing Facility Subcontractor's, control and which could have been avoided by the exercise of due care, the Contractor shall pay for any increased Transportation costs, any differences in the fees charged at such alternative Processing Facility, and the fees then in effect under this Agreement. If Contractor's inability to deliver the City's Recyclable Materials or Organic Materials to the applicable Approved Processing Facility is not due to causes within its control or which could have been avoided by the exercise of due care, then Contractor shall propose alternative Processing Facilities including all related costs and City shall have the right to approve the alternative Processing Facility to be used. The City shall pay Contractor for the increased cost of using an alternative Facility, if applicable. In the event that the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, at the Contractor's expense, which results in less cost than the Contractor-identified alternative.

5.14.4 Other Materials.

If the City requires C&D Collection to be added to the scope of services under this Agreement, as provided for under Section 4.1, the Contractor shall Transport C&D Collected to an Approved C&D Processing Facility and Process such material in accordance with Applicable Law.

5.14.5 Disposition of Excluded Waste

It is understood that the Contractor is not authorized and is not required hereunder to Collect and Transport Excluded Waste or restricted or other waste that is not acceptable or permitted for Disposal at a Transfer Station, Approved Processing Facility, or Disposal site. In addition, Contractor shall not be required to Collect Containers that are not set out or filled in accordance with, or do not meet Contractor's Collection requirements. Regardless of the reason, when any Solid Waste, Recyclable Material or other material is not Collected by Contractor, Contractor shall leave a tag on the Container containing the Excluded Waste stating the reasons for Contractor's refusal to Collect the same. Adequate records of the tags shall be maintained by Contractor and shall be available to the City for inspection upon reasonable notice during business hours. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain Excluded Waste unlawfully Disposed of or released in reportable quantities in the City, including on, in, under or about City property, including streets, easements, rights of way and City Discarded Materials Containers, Contractor shall immediately notify the City of the same. If Contractor discovers

Excluded Waste, or other material that may not be legally accepted, among materials that it has inadvertently accepted, Contractor may either return such materials to the applicable Customer or Dispose of such waste at its own expense and pursue all legal rights and remedies it may have against the Generator(s) of such Hazardous Waste, if the Generator(s) can be identified.

ARTICLE 6. OTHER SERVICES

6.1 Billing and Collection of Charges

Contractor shall be responsible for directly Billing and collecting charges due from all Residential and Commercial Customers at rates established by the Agreement. Contractor shall bill Residential Customers bi-monthly in advance and Commercial Customers monthly in arrears. The City shall approve the format of the bills sent to customers. The Contractor may indicate any AB 939/SB 1383 Reimbursement or other fees (other than franchise fees) as a separate line item on Customer invoices.

Contractor shall be solely responsible for collecting all delinquent charges, including Late Fees, pursuant to a collection method approved by City. City shall not be responsible for paying Contractor for said delinquent charges, provided, however, City may, at its sole discretion, establish a method for City to collect said delinquent charges as allowed by law. The City shall render reasonable cooperation, as requested by Contractor in its attempts to collect delinquent accounts.

6.2 Accounting

Contractor shall keep a system of books and accounts relating to Contractor's performance of services under this Agreement in accordance with generally accepted accounting principles and shall keep all records for a period of at least three (3) years after the termination of this Agreement.

City and its qualified third party auditors shall have the right to examine all records and accounts Contractor is required to maintain under this Agreement relating to Contractor's performance of services under this Agreement in order to ensure Contractor's compliance with the terms hereof at a mutually agreed upon date and time and at Contractor's headquarters, upon at least two (2) business days' notice to Contractor; provided that the qualified third party auditors agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary, confidential, and trade secret information and subject to California privacy rights as required under Applicable Law. Such examination shall occur at a reasonable time agreed upon by the parties not less than two (2) business days' after City's notice to Contractor, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. In the event that Contractor requires additional time to prepare any records requested for examination by City and its qualified third-party auditors, the parties shall agree to a reasonable time for Contractor to prepare such records. In the event that Contractor requests a base year rate review pursuant to Section 8.3, and if requested by City, a certified public accountant selected by Contractor shall prepare at Contractor's expense audited statements of Contractor's financial records or reviewed statements related to this Agreement. Contractor shall not be required to provide such audit more than once per year. The scope of the audit shall be as selected by the City.

City reserves the right to perform an independent audit at City's expense of Contractor's compliance with the franchise fee provisions of this Agreement. In the event there is a discrepancy of five (5) percent or more between the City's audit and Contractor's actual payments, Contractor shall reimburse City for the cost of said audit.

6.3 Liaison with City

Contractor shall maintain on-going liaison with City regarding all solid waste management activities and any matters relating to the performance of this Agreement, including Complaints. Such liaison includes but is not limited to Contractor's attendance at City Council meetings as requested by the City and at no extra charge to the City.

6.4 Complaints

Contractor shall maintain a record of all written and verbal Complaints received, which shall be provided to City upon request. Said record shall contain at minimum information as follows, subject to cooperation from the public:

A. Name, address, and telephone number of complaining party;
B. Name, service address, and telephone number if different than above;
C. Description of problem/Complaint and related date and time if applicable;
D. Date received; and
E. Date and description of Contractor's response and action taken.

Complaints received from Customers or City shall be acted upon immediately upon Contractor's receipt of such Complaint and Contractor shall make every reasonable effort to resolve said Complaints within one (1) Business Day of receipt.

6.5 Office

Contractor shall maintain an office in the City of Atascadero at a fixed location where Customers may by either phone, computer or in-person pay bills, arrange for service, and file Complaints. Telephone numbers shall be a local call to residents and businesses of the City. Contractor shall at all times between 9:00 a.m. and 5:00 p.m., Monday through Friday, except Holidays, have qualified personnel with whom City and members of the public may communicate. During all other hours, Contractor shall have a representative, answering or message providing/receiving (voice mail) service available to the public. Contractor's office and telephone shall be open to the public during normal business hours.

6.6 Procurement of Recovered Organic Waste Products

A. **Renewable Gas (RG) Vehicles.** Upon such time as Renewable Gas as defined in Section 18982(62) is commercially available in the City for use by Contractor in its performance of this Agreement, Contractor shall make a best effort to power all Collection vehicles by Renewable Gas generated by a publicly-owned treatment works in-vessel digestion Facility or powered by Renewable Gas that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by Title 14 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). In the event that Renewable Gas is not commercially available for use in the City, but is commercially available in San Luis Obispo County, Contractor shall use commercially reasonable efforts to fuel all Collection vehicles using such Renewable Gas in accordance with this Section, provided that Contractor is able to do so without any financial or logistical impacts to Contractor's provision of services under this Agreement.

Upon City's request, Contractor shall obtain and provide the City with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement party(ies) certifying that the in-vessel digestion Facility produces the Renewable Gas utilized by Contractor in accordance with this Section consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall maintain records of the amount of Renewable Gas purchased and shall report this information in accordance with Exhibit E. City may report this Renewable Gas usage toward the City's fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

C. **Bulk Compost.** Contractor shall make available to City up to six hundred and eighty-seven (687) cubic-yards of bulk Compost per year for: (i) use in City's parks and facilities at no additional cost to the City; or (ii) give-away events of Compost made available for Customers at two (2) public events at a local composting Facility determined by Contractor. The date and time of such events shall be mutually agreed upon by Contractor and the City, and may be held in conjunction with other City -approved events. City will notify Contractor as to the City 's needs for delivery of such finished Compost throughout the Agreement Year. Contractor shall deliver Compost within five (5) Business Days of a request of City to any accessible location within City limits at no additional cost to City. If City does not take delivery of Compost made available by Contractor within thirty (30) calendar days of the end of the Agreement Year, Contractor's obligation to deliver Compost for said Agreement Year shall be deemed to be satisfied. Any of

the six hundred and eighty-seven (687) cubic yards bulk Compost allotment that is not requested by the City during the Agreement Year shall not carry over into the next Agreement Year. Upon request Contractor shall provide City with Compost lab results and specifications. In the event that City desires to receive additional or alternative recovered organic waste products (as that term is defined in 14 CCR Section 18982(a) (60)), the parties shall meet and confer regarding Contractor's provision of such recovered organic waste products and Contractor may request a rate adjustment to compensate it for the provision of such additional services in accordance with the procedure set forth in Section 8.4.

6.7 Education and Outreach

A. Program Objectives. The City, or its Third-Party Designee, shall be responsible for designing, implementing, and conducting a public education and outreach program. The City or Third-Party Designee's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to SB 1383. The cumulative intended effect of these efforts is to reduce each Generator's Solid Waste and, ultimately, Disposal of Solid Waste, and Contractor agrees to support and not undermine or interfere with such efforts.

B. Contractor Cooperation and Support for City Educational Efforts. Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of public education and outreach programs or campaigns conducted by City or a its Third-Party Designee. In the event that the City desires to transfer performance of these public education and outreach programs or campaigns from City's Third-Party Designee to Contractor, the parties agree to meet and confer regarding an amendment to this Agreement, under which Contractor shall perform certain negotiated public education and outreach activities and negotiated rates shall be adjusted to compensate Contractor for such increased obligations.

C. Supplemental Education. Contractor shall obtain approval from the City on all Contractor-provided public education materials it provides to Customers in accordance with this Agreement. The City or its Third-Party Designee, have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

D. Bill Inserts. In the event that the City desires Contractor to include bill inserts in its billings (including e-billing) to Customers, City shall notify and deliver to Contractor bill inserts prepared and printed by the City at least thirty (30) days before City desires such bill inserts to be distributed to Customers. In the event that Contractor incurs any costs or fees in distributing such bill inserts, Contractor may request a rate adjustment for such increased costs in accordance with the procedure set forth in Section 8.4.

E. Provision of Information for Annual Notice. Contractor shall support City's preparation of an annual mailer that includes information specified in 14 CCR Section 18985.1(a) by providing information from reports and data Contractor is required to maintain under this Agreement. Such mailer shall be distributed by City or City's Third-Party Designee to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

6.8 Generator Waivers

A. General. The City, or its Third-Party Designee, may grant waivers described in this Section to Commercial or Multi-Family Customers that impact the scope of Contractor's provision of service for those Customers; provided, the Customer shall continue to subscribe with Contractor for franchised 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. Contractor shall not be the City's designee for the granting, reviewing, or verifying waivers issued by the City under this Section.

B. Generator Waivers.

a. De Minimis Waivers. The City, or a Third-Party Designee, may waive a Multi-Family's, Commercial Business', or its Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383 Regulations, and Title 6, Chapter 4, of the City Municipal Code if the Multi-Family, Commercial Business, or its Owner provides documentation, or the City, or its designee, has evidence demonstrating one of the following de minimis conditions:

i. The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and Organic Materials subject to Collection comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or,

ii. The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and Organic Materials subject to Collection comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

b. Space Constraint. The City, or its Third-Party Designee, may waive a Multi-Family's, Commercial Business', or its Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or Organic Materials Collection service requirements set forth in this Agreement, SB 1383 Regulations, and/or as required in the Municipal Code, in the event that the Customer qualifies for a space constraint waiver under the City's Municipal Code.

C. Waiver Requests. Customers may submit requests for de minimis waivers and physical space waivers to the City or its designee. If a Customer submits a request for a waiver to the Contractor, Contractor shall refer the Customer to the City or its designee. Upon request of the City, the Contractor shall support the City or its designee in the waiver review process by reviewing records maintained by Contractor under this Agreement and providing such requested Customer information, subject to Applicable Law regarding data security and privacy, including The California Consumer Protection Privacy Act of 2018 (Civ. Code, § 1798.100 et. seq.). If the City or its designee grants a waiver to a Customer, the City or its designee shall notify the Contractor and Contractor shall update the Customer's information and Service Level.

ARTICLE 7. PAYMENTS TO CITY

7.1 Franchise Fee

Contractor shall pay to City a franchise fee, payable monthly on or before the last Business Day of the following month. Contractor shall provide to City with each monthly franchise fee payment a statement of Gross Revenues Collected by Contractor during the previous month. The initial amount of the franchise fee shall be 10% of the Gross Revenues Collected.

Contractor shall pay a late charge of five (5) percent per month on all franchise fees that are not paid within thirty (30) days of the date due. The Parties agree that such late charges represent a fair estimate of the City's added administrative expenses caused by such delinquent payments.

The franchise fee, together with other consideration provided by Contractor (e.g., Collection at public facilities pursuant to sections 5.9 and 5.10, provision of street sweeping pursuant to section 5.11, Collection and transport of bio-solids pursuant to section 5.12, provision of bulk compost (or other recovered organic waste products) pursuant to Section 6.6, and support of City education and outreach in accordance with Section 6.7(B).), Lis the product of extensive negotiations between City and Contractor to ensure that the consideration provided by Contractor represents City and Contractor's determination of the fair market value of the value of the franchise.

7.2 SB 1383/AB 939 Reimbursement

If requested by City not less than three (3) months prior to start of the billing period in which the fee would be collected by Contractor, Contractor shall pay an AB 939/SB 1383 Reimbursement. The amount of the AB 939/SB 1383 Reimbursement shall be _____ ($____) per year and shall be paid in equal monthly installments, paid in arrears upon receipt by Contractor from Customers. The City shall use the AB 939/SB 1383 Reimbursement exclusively to refund expenses arising out of implementation and enforcement of AB 939/SB 1383 requirements including, but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, capacity planning, provision of special Containers, or other activities involved in compliance with AB 939 and/or SB 1383. The City shall retain the sole right to set priorities for the use of its AB 939/SB 1383 Fee. The AB 939/SB 1383 Fee is a pass-through cost and shall be invoiced to Customers by Contractor.

In addition, if City's Third-Party Designee implements an AB 939/SB 1383 Reimbursement, Contractor shall pay that fee directly to the Third-Party Designee. All AB 939/SB 1383 Reimbursements paid to the City or its Third-Party Designee shall be considered a pass-through cost for purposes of rate setting, and as such if the City or the Third-Party Designee requests such fee or changes these fees, the Contractor's rates shall be adjusted accordingly.

7.3 Business License Tax

Contractor shall pay each annual business license tax applicable to Contractor's business and services performed under this Agreement.

7.4 Review of Fee Payments

The City, or a qualified professional as its agent, reserves the right to annually perform an independent review of fee payments at its own expense, to verify that fees are being paid in accordance with Agreement; provided the qualified professional agrees to a reasonable non-disclosure agreement with Contractor to protect Contractor's confidential, proprietary, and trade secret information.

ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATES

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, 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.

The Contractor does not look to the City for payment of any sums under this Agreement except as otherwise set forth herein. Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect from Customers for services rendered at the established under this Agreement, as may be adjusted from time-to-time.

8.2 Collection Rates

Contractor shall provide the Collection, Recycling, Transportation and Disposal services required under this Agreement for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit A, as the same may be adjusted in accordance with this Article.

Any changes to the Service Rate Schedule must be approved by the City Manager, or their designee, in advance of implementation by the Contractor.

8.3 CPI Adjustment

Effective on January 1, 2024, and on the same date annually thereafter (the "Adjustment Date"), the rates set forth in Exhibit A, as adjusted hereunder, shall be automatically adjusted by a percentage equal to 85% of the annual percent change in the Consumer Price Index ("CPI") for All Urban Consumers – All Items, for the Los Angeles – Riverside – Orange County metropolitan area (1982-84 = 100) as published by the Bureau of Labor Statistics for the most recent 12-month period ending in the month of September immediately prior to the Adjustment Date plus the increase .

At least thirty (30) days prior to the Adjustment Date, Contractor shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefore.

8.4 Extraordinary Rate Adjustments

The rates set forth in Exhibit A are calculated to pay certain expenses and costs that are contingent and uncertain in nature. Therefore, in addition to the annual rate adjustment provided by Section 8.3, the rates set forth in Exhibit A in accordance with this Agreement shall, upon written request of Contractor or City, be further adjusted for increased or decreased expenses associated with performance of the services hereunder due to any one or more of the following causes:

(a) material changes in Contractor's costs resulting from a Force Majeure event;

(b) changes to Contractor's operations, obligations under this Agreement, the Franchise Fee, or other fees required, requested, or initiated by City, including, without limitation, additional reporting, changes in service frequency (including at Public Facilities in accordance with Section 5.9) or any change in City's designation of a Facility utilized by Contractor under this Agreement;

(c) City requests Contractor to provide any additional new services, or the City requests the Contractor to change the method of providing, or the technology used to provide, existing services under this Agreement;

(d) any significant increase or decrease in Disposal fees or in fees for the processing of Recyclable Materials or Organic Materials if such Recyclables Materials or Organic Materials are being processed at a third-party facility;

(e) any Change in Law that occurs after the Effective Date of this Agreement, including additional costs imposed by or arising from such changes, including additional diversion requirements;

(f) new or increased taxes, fees, charges, or surcharges of any kind or nature applicable to the services provided under this Agreement imposed by a governmental entity (excluding income taxes); and

(g) other extraordinary changes in operational costs outside of Contractor's reasonable control, including increased costs related fuel and transportation, labor, and Recyclable Materials market conditions (including commodity values and Processing costs).

Contractor shall provide reasonable evidence to support the adjustment. The City shall approve the request for a rate adjustment, such approval not to be unreasonably withheld. If Contractor and City cannot agree on reasonable terms and conditions of such extraordinary rate adjustments the matter shall be submitted to the City Council for a determination of a reasonable adjustment of the rates. The determination shall be final.

ARTICLE 9. RECORDS, REPORTS AND INFORMATION, STUDIES AND HEARING REQUIREMENTS

9.1 Records

9.1.1 General

Contractor shall maintain records required to perform its obligations under this Agreement, to support requests it may make to City, and to respond to requests from City related to this Agreement in the conduct of City business. Additionally, the Contractor shall also keep and maintain records reasonably necessary for audits related to its performance of this Agreement, as required by this Agreement, and shall keep and maintain all records reasonably necessary to develop reports and financial statements required with respect to its performance of this Agreement. Subject to Applicable Law, including the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100 et. seq.), 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. 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.

Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. 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 ten (10) Business Days of a request by the City or its designee, unless additional time is agreed to by the City or its designee, and made available to the City or its designee; including any record or documentation maintained by Contractor under this Agreement that the City, in its sole discretion, may deem reasonably necessary for the City or its designee to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383.

9.1.2 Financial Records

Contractor shall keep separate all records related to the services performed under this Agreement from any and all other types of businesses and operations conducted by the Contractor.

9.1.3 General Records

City approved records (format) shall be maintained for the City separate from other jurisdictions relating to: Customer services; weight of Recyclable Materials by type of materials; weight of Discarded Materials; routes; facilities, inventory of equipment and personnel used; facilities and equipment operations, maintenance and repair; processing of Recyclable Materials, processing cost per Ton; Complaints; and, missed pick-ups.

Contractor shall maintain records for the Term of this Agreement plus a period of five (5) years past the termination of this Agreement.

9.2 Reports

9.2.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Contractor shall submit all reports via e-mail using software acceptable to the City and provide a copy of reports to the City's designee. The City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a web-based software platform provided or designated by the City's designee, and/or Microsoft Excel spreadsheet. In the event that the City makes such a request that results in increased costs to Contractor, Contractor may request a rate adjustment in accordance with the procedure set forth in Section 8.4.

Contractor shall provide first monthly report with Customer and Service Level information to the City or its designee within thirty (30) days of the approved Agreement. Thereafter, monthly reports shall be submitted within twenty (20) calendar days after the end of the month being reported. Annual reports shall be submitted before March 30th, for the previous Fiscal Year.

9.2.2 Monthly Reports

Contractor's monthly reports shall include, at a minimum, the information listed in Exhibit E.

1. Solid Waste, Recyclable Materials, and Organic Materials collected, in tons, by month, and cumulative for report year sorted by material type and type of Customer.
2. A summary of Complaints received in accordance with Section 6.4, by month and cumulative for report year with a narrative summary assessment of problems encountered and actions taken with recommendations to City for improvement.
3. Number of accounts by category for each month of reporting year.
4. Commercial and Residential Solid Waste, Recyclable Materials, and Organic Materials Container distributions.
5. Reports deemed necessary for the City or its Third-Party Designee to fulfill obligations under Applicable Law, including but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383.

The City may designate any additional information that it wishes provided in the monthly reports relating to Contractor's performance of this Agreement; provided that Contractor may request a rate adjustment to compensate it for such additional reporting in accordance with the procedure set forth in Section 8.4.

9.2.3 Annual Report

Contractor shall submit an Annual Report in essentially the form and content of the monthly reports, including all information required by Exhibit E. The annual report shall also include a complete inventory of equipment used to provide all services. The City may designate any additional information that it wishes to be provided in the annual reports.

9.2.4 Other Reports

AB 901 Reporting. At the City option, the City may require that Contractor provide the City or its designee, copies of the Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within five (5) Business Days of City or designee request. If Contractor has an agreement with an Approved Facility, the Contractor shall be required to provide AB 901 reports for those facilities.

9.3 Right to Inspect Records

City shall have the right to inspect or review documents or records maintained by Contractor in accordance with this Agreement, or any other similar records or reports of Contractor that City shall deem, in its reasonable discretion, necessary to evaluate the services performed by Contractor under this Agreement.

The City retains the right to have a qualified independent third party or agent of the City's choosing, such as a CPA, participate in the records inspection; provided that such qualified professional agrees to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary and trade secret information and subject to California privacy rights as required under Applicable Law. The cost of such inspection or review will be borne by the City.

Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein ("Records") which Contractor is required to provide to City under this Agreement, to be of a trade secret, proprietary, or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential and shall identify the statutory exceptions to disclosure under the CPRA that legally permit non-disclosure of the Records. At such time as City receives a request under the CPRA or the Federal Freedom of Information Act ("FOIA") or a subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within ten calendar days. Contractor shall within five calendar days either:

(i) consent in writing to the disclosure of the Records;

(ii) demand that City assert Contractor identified exceptions to disclosure under the CPRA and agree in writing to indemnify, defend and hold City harmless from any litigation, orders or judgments arising from the non-disclosure as requested by Contractor; or

(iii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the Records. Contractor shall provide City written notice of its intent to seek such a court order.

If Contractor timely files an application for such a court order, City shall not disclose any Records until a final non-appealable judgment is entered by the court. If Contractor fails to timely respond, then City may proceed to disclose the Records, in which event Contractor agrees that it waives and releases City of any liability for the disclosure of the Records.

9.4 Waste Generation/Characterization Studies

Contractor acknowledges that the City must perform Solid Waste generation and Disposal characterization studies periodically to comply with AB 939 and SB 1383 requirements. Contractor agrees to participate and cooperate with City and its agents by reviewing records Contractor is required to maintain under this Agreement to assist with studies, data collection, and reporting as needed to determine weights and volumes of Solid Waste and/or Organic Materials generated, Diverted, Disposed, transformed, or otherwise handled/processed to satisfy AB 939 and SB 1383 requirements.

ARTICLE 10 INDEMNIFICATION, INSURANCE AND BOND

10.1 Indemnification

Contractor shall indemnify and hold harmless City, its officers, elected officials, employees, and agents from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees agents and/or sub-Contractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents and/or Subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws) and regulations, and/or applicable permits and licenses with respect to its performance under this Agreement; (3) the acts of Contractor, its officers, employees, agents and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys reasonably acceptable to City) the City, its officers, elected officials, employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in the immediately preceding paragraph. Nothing in this paragraph, however, shall require Contractor to indemnify or defend City to the extent any claims or liabilities arise out of the negligence or willful misconduct of City, City's Third-Party Designee, or the actions or activities of any Approved Processing Facility or Approved Disposal facility designated by the City.

Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement. With respect to any indemnity rights under this Agreement, City must provide the Contractor with reasonable notice of any claim, demand, action or suit, of any and every kind and description for which City seeks indemnification under this Agreement. City will provide Contractor with reasonable cooperation in connection with the defense of any Claims and may participate in the defense at its own expense.

10.2 Landfill Diversion

The Contractor acknowledges that the City has adopted a SRRE that selects Recycling programs as a means of Diverting waste. It is therefore of foremost importance that the Recyclable Materials Collected under this

Agreement be converted into a functional and marketable product in order that the materials may be Diverted from landfill Disposal in compliance with the City's SRRE, AB 939, and SB 1383. The Contractor shall therefore deliver Discarded Materials to the appropriate Approved Facility for processing as required by this Agreement.

10.3 AB 939/SB 1383 Indemnification

Contractor agrees to indemnify and hold harmless City, its officers, elected officials, employees, and agents from and against all fines and/or penalties imposed by the California Integrated Waste Management Board in the event the source reduction and Recycling goals or any other requirement of AB 939 or SB 1383 are not met by City with respect to the waste stream Collected under this Agreement if such failure is due in substantial part to the failure of Contractor to perform its obligations under this Agreement. Nothing in this paragraph, however, shall require Contractor to indemnify or defend City to the extent any claims or liabilities arise out of the negligence or willful misconduct of City or its Third-Party Designee, or the actions or activities of any Approved Processing Facility or Approved Disposal Facility designated by the City.

10.4 Insurance

During the Term of this Agreement, Contractor shall carry insurance in accordance with this Article and such other insurance as required by law. Lack of insurance or inadequate insurance do not negate the Contractor's obligations under this Agreement. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor hereby grants to the City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services (occupancy of premises) of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

Insurance shall be secured and approved by City's risk manager prior to commencement of work according to this Agreement.

Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage and/or renewal may be treated by the City as a material breach of Agreement. Contractor shall forward the City specifications and forms to Contractor's insurance agent for compliance.

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

1 Insurance Services Office Commercial Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0020 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Pollution Legal Liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. Commercial or Comprehensive General Liability: Ten Million Dollars ($10,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

   Commercial Liability policy shall contain no pollution exclusion of any description unless Contractor provides for pollution insurance coverage in an amount equal to or greater than Commercial Liability policy.

2. Automobile Liability: Five Million Dollars ($5,000,000) combined single limit per occurrence for bodily injury and property damage and accidental spills and discharges while Transporting and/or Processing materials.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor

Code of the State of California and employer's liability with limits of $1,000,000 per occurrence for bodily injury or disease.

4. Pollution Liabilities: One Million Dollars ($1,000,000).

C. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, Council members, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, Council members, 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 Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, Council members, its officers, officials, employees, agents or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City.

6. Pollution, if on a Claims Made form:
   a. The Retro Date must be shown, and must be before the date of the contract or the beginning contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retro Date prior to the contract Effective Date, the Contractor must purchase extended reporting coverage for a minimum of two years after completion of contract.

7. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI. Insurers selected by Contractor shall be admitted to issue the specific line of required insurance in the State of California.

E. Verification of Coverage. Contractor shall furnish the City with copies of required insurance certificates or endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf.

F. Subcontractors. Contractor shall include all Subcontractors as insureds under its policies or shall furnish copies of required insurance policies and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

G. Occurrence Based Coverage. All policies secured by Contractor except for Pollution Liability shall be occurrence and not claims based unless City so consents in writing.

H. Upon direction of the City, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. If any third Person makes a claim against Contractor or any Subcontractors arising out of Contractor's performance of Collection services in the City contemplated by this Agreement, and such claim may involve the City, Contractor shall notify City thereof.

10.5 Performance Bond

Simultaneously with the execution of this agreement, Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument reasonably acceptable to and approved in writing by the City in the amount of five million dollars ($5,000,000) guaranteeing the faithful performance of the contract, including any attorney's fees or other collection costs. The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence reasonably satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall be notified in writing of any cancellation by the issuer of the bond at least thirty days prior to such cancellation.

ARTICLE 11. CITY'S RIGHT TO PERFORM SERVICE

11.1 General

Except as otherwise provided by this Agreement, including, without limitation, Section 12.4, City shall have the right, but not the obligation, to perform, or cause to be performed, three-Container Collection services without liability to Contractor upon twenty-four (24) hour prior written notice to Contractor during the period of an emergency that creates a substantial threat to the public health, safety or welfare in accordance with this Section 11.1. City may exercise such right in the event that Contractor, for any reason within Contractor's control:

(1) fails or refuses to Collect, Transport, or market all Discarded Materials which it is required by this Agreement to Collect, Transport, and market, at the time and in the manner provided in this Agreement, for a period of more than seven (7) calendar days; and

(2) if, as a result of Contractor's failure or refusal, Discarded Materials should accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager or their designee should reasonably find that such accumulation creates a substantial threat to the public health, safety or welfare.

If Contractor is then providing Billing services and City performs the services, Contractor will promptly forward to City all rates Contractor has collected to City for the period in duration equal to City's performance of the services. If Contractor does not promptly forward those rates Collected during such period, City may draw on the performance bond or other approved security for those amounts.

Notice of Contractor's failure or refusal to Collect, Transport, and/or Dispose Discarded Materials as required under this Agreement may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article 11 does not exempt Contractor from the indemnity provisions of Article 10, Indemnification, Insurance and Bond, which are meant to extend to circumstances arising under this Article, provided that Contractor is not required to indemnify City against claims and damages arising from the negligence or willful misconduct of City officers, employees and agents in the operation of Collection vehicles or performance of services during the time City is

performing services in accordance with this Section 11.1.

ARTICLE 12. DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

12.1 Events of Default

Upon default by the Contractor, the City Manager or their designee shall provide written notice to Contractor of the violation describing in detail the basis for the claimed default. The City Manager or their designee shall include in the notice, a demand that the Contractor correct the violation. The Contractor shall thereafter have thirty (30) days to cure the violation, of if the violation cannot be cured within such timeframe, the Contractor shall have commenced to cure said violation in a manner that is reasonably acceptable to the City, in its reasonable discretion. For purposes of this Agreement and any notice required thereunder, the term "days" shall mean calendar days. Each of the following shall constitute an event of default.

A. Fraud or Deceit. If Contractor practices, or attempts to practice, any fraud or deceit upon City.

B. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts when due, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding. The Contractor is also in default if there is an assignment for the benefit of its creditors.

C. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, indemnification coverage or any insurance coverage or bond required under this Agreement.

D. Violations of Regulation. If Contractor facilities fall out of full regulatory compliance or if Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement and such deficiency is not cured in accordance with this Section 12.1; provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred.

E. Failure to Perform. If Contractor ceases to provide Solid Waste, Recyclable Materials, and Organic Materials services to one or more hauler routes as required under this Agreement for a period of two (2) Business Days or more, for any reason within the control of Contractor, except as otherwise permitted by this Agreement.

F. Failure to Pay/Report. If Contractor fails to make any timely payments, including liquidated damages and penalties, required under this Agreement (or other such time as the parties mutually agree) and/or fails to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement (or other such time as the parties mutually agree).

G. Acts or Omissions. Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder that has a material impact on Contractor's performance under this Agreement and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

H. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made.

I. Attachment. There is a seizure of attachment of, or levy on, the operating equipment of Contractor outside of Contractor's ordinary course of business, including without limits its equipment, maintenance or office facilities, or any part thereof.

J. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor for reasons within the control of Contractor lasting more than two (2) Business Days, except as otherwise permitted by this Agreement, including for a Force Majeure event in accordance with Section 12.4.1 or labor unrest in accordance with Section 12.4.2.

12.2 Right to Terminate Upon Default

Upon a default by Contractor, and Contractor's failure to cure, the City shall have the right to terminate this Agreement upon one (1) day notice in the event of a substantial threat to public health or safety, or otherwise twenty (20) days' notice following a hearing by the City Council.

City's right to terminate this Agreement is not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have.

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

12.3 Liquidated Damages

A. General. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties acknowledge that consistent, reliable Solid Waste, Recyclable Materials, and Organic Materials service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, comply with Complaint resolution criteria, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article 12, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Recognizing the importance of resolving any failure to meet the service performance standard, the City shall contact Contractor within two (2) days of any failing reported directly to the City.

Except as otherwise permitted by this Agreement, including for a Force Majeure event in accordance with Section 12.4.1, Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

Collection Reliability and Quality

For each failure over five (5) annually to commence service to a new Customer account within seven (7) days after

order:	$150.00
For each failure over twenty-four (24) annually to Collect Solid Waste, Recyclables or Organic Materials, which has been properly set out for Collection, from an established Customer account on the scheduled Collection day and not Collected within 24 hours after notice of missed pick-up:	$150.00
For each failure to Collect Solid Waste, Recyclables, or Organic Materials, which have been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days:	$150.00
For each occurrence over five (5) annually of damage to private property:	$250.00
For each occurrence over ten (10) annually of discourteous behavior:	$250.00
For each failure over ten (10) annually to clean up Solid Waste, Recyclables or Organic Materials, spilled from Containers:	$150.00
For each occurrence over five (5) annually of Collecting Solid Waste, Recyclables or Organic Materials, during unauthorized hours:	$250.00
For each failure to respond to a Customer Complaint within one (1) Business Day:	$100.00

Use of Unauthorized Facilities. Except as otherwise permitted by this Agreement, including for a Force Majeure Event in accordance with Section 12.4, for each individual occurrence of delivering Discarded Materials to a Facility other than an Approved/Designated Facility(ies) for each Discarded Material type under this Agreement.
$150.00/ Ton / occurrence

Failure to Implement Three-Container System. For each occurrence of failing to provide Customers with the three-Container system required by and compliant with Section 5.2.1 excluding Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to City's Municipal Code and 14 CCR Division 7, Article 12, Article 7. $150.00/ Customer / occurrence / Day until compliance achieved

Failure of Contractor to use Commercially Reasonable Efforts to Confirm that Approved Facility(ies) Meet Limits on Incompatible Materials (if Applicable). For each Ton of Mixed Waste or Organic Materials received at the Facility(ies) in a quarterly reporting period when Organic Materials recovered after Processing exceeds 20% Incompatible Material thresholds: $100.00 / Ton in the quarterly reporting period when the failure occurred

Failure to Comply with Container Labeling and Colors. For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to Section 5.5.3 of this Agreement. $150.00/ Container / occurrence

Failure to Respond to Public Education and Outreach Support Requests. For each failure to respond to the City's request to support education and outreach activities in accordance with Section 6.7(b). $150.00/ occurrence.

Failure to Issue Contamination Notices. For each failure of Contractor to issue Contamination Warning Notices and/or Contamination Fee Notices and maintain documentation of issuance as required by Section 5.4 of this Agreement. $100/ Contractor Route / day

Improper Fee Issuance. For each fee that is issued to a Customer without prior authorization from City under this Agreement. $100/Customer/Day

Failure to Submit Reports or Allow Access to Records. For each failure to submit any individual report or provide

access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City and/or its designee reasonably determines a report is incomplete or incorrect Contractor shall be given ten (10) Business Days to complete and correct such report.
$100/ report / occurrence

Liquidated damages will only be assessed after Contractor has been given the opportunity but failed to rectify the damages, as described in this Agreement. City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer Complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages and accordingly City shall timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. If a meeting is requested, it shall be held by the City Manager or their designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager or designee will provide Contractor with a written explanation of their determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager or designee shall be final.

C. Timing of Payment. Contractor shall pay any liquidated damages assessed by City within thirty (30) days after they are assessed. If they are not paid within the thirty (30) day period, City may proceed against the security required by this Agreement or order the termination of this Agreement, or both.

12.4 Excuse from Performance

12.4.1 Force Majeure

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil insurrection, riots, acts of any government (including judicial action), pandemic, epidemic, unavailability of Approved Disposal or Processing Facilities designated by the City, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

The Party claiming excuse from performance shall, within two (2) Business 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 Article.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused 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 Article, City shall have the right to review the circumstances under which the excuse from performance was permitted pursuant to this Section at least every five (5) business days. After such review, if the City determines the excuse from service is no longer valid, the City shall notify the Contractor in writing to resume service within two (2) days from the receipt of such notification. If the Contractor fails to resume service within the two (2) days, and the City shall have the right to terminate this Agreement by giving ten (10) days' notice.

If Contractor is relieved from providing services as a direct result of a qualifying Force Majeure event, Contractor and City shall meet and confer in good faith with the City to discuss issuing a refund, credit, discount on future service, or other similar remedy to Customers for the portion of services not performed by Contractor as a result thereof.

12.5 Financial Material Errors, Omissions or Irregularities

The City may review, test and audit the books and records of the Contractor related to the services provided hereunder for the purpose of determining whether the Contractor is complying with the terms of the Agreement; provided that any third-party acting on behalf of the City or as the City's designee, agent, or contractor, shall agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary, confidential, and trade secret information and subject to California privacy rights as required under Applicable Law. In the event that material errors, omissions, or irregularities are identified, then the cost associated with the audit, test or review shall be paid by the Contractor to the City. In the case of errors, materiality shall be deemed to be five percent (5%) or greater in franchise fee payments due the City. Recovery of any over payment will be negotiated on a case-by-case basis.

ARTICLE 13. OTHER AGREEMENTS OF THE PARTIES

13.1 Relationship of Parties

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Recycling services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents performing services under this Agreement. Neither Contractor nor its officers, employees, Subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

13.2 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Law and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, including the Atascadero Municipal Code.

13.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without reference to its conflicts of laws principles.

13.4 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. Venue of any such lawsuits shall be in San Luis Obispo County.

13.5 Assignment

Except as may be provided for in Article 11 (City's Right to Perform Service), neither Party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Except as otherwise provided in this Section, any assignment made

without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement. The Contractor shall consent to any assignment to a joint powers authority, or any similar public entity assignee of the City. In addition, Contractor may assign this Agreement without consent to another corporate Affiliate of Waste Management, Inc., provided such entity has assets at least as significant as Contractor.

For purposes of this Article when used in reference to Contractor, "assignment" shall include, but not be limited to (1) a sale, exchange or other transfer of at least fifty-one percent (51%) all of Contractor's assets dedicated to service under this Agreement to a third party; (2) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Contractor; (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

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 (1) Contractor's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, the City may deny or approve such request at its complete discretion. The City is concerned about the possibility that assignment could result in significant rate increases, as well as a change in the quality of service. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. In addition, the City reserves the right to solicit competitive bids for these services if the assignment results in a request by the assignee for rate increases that are higher than the inflationary index and do not reflect value changes in service standards. At a minimum, no request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

A. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

B. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

C. Contractor shall furnish City with satisfactory proof: 1) that the proposed assignee has at least five (5) years of Recyclable Material management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; 2) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any Federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, Federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; 3) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious

fashion; 4) that the proposed assignee conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all Federal, State and local laws regulating the Collection, Transportation, Processing, marketing and Disposal of Solid Waste including Hazardous Wastes; 5) that the proposed assignee, and any its officers, directors or employees have not been convicted of a) fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to Recyclables or Solid Waste services of any kind (including Collection, hauling, Transfer, Processing, Composting or Disposal), including this Agreement or any amendment thereto or b) bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency in that officer or director's of Contractor's employee's official capacity; or c) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or d) unlawful Disposal of Hazardous Waste or Excluded Waste, the occurrence of which the Contractor knows or should have known; and, 6) of any other information reasonably required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely safe and effective manner.

13.6 Subcontracting

Except as approved in writing by the City, Contractor shall not enter into an agreement to have another Person perform Contractor's duties of this Agreement. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed Subcontractor, and to review and finalize any documentation required as a condition for approving any such Subcontracting agreement.

13.7 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns of the Parties.

13.8 Transition to Next Contractor

If the transition of services to another Contractor occurs through expiration of term, default and termination, or otherwise, Contractor will cooperate with City and subsequent Contractor(s) to assist in an orderly transition which will include Contractor providing route lists and Customer information. Contractor will not be obliged to sell Collection vehicles or Containers to the next Contractor. Depending on Contractor's circumstances at the point of transition, Contractor at its option may enter into negotiations with the next Contractor to sell (in part or all) Collection vehicles and/or Containers.

Notwithstanding the foregoing, Contractor shall not be required to provide any intellectual property of Contractor, including, without limitation, any confidential information, copyrighted material, proprietary information, trade secrets or trademark/service mark, including any and all such documents or reports containing such information under any circumstances to any subsequent contractor. All confidential and proprietary information of Company held by Company and not submitted to City is and shall be under the sole ownership and control of Contractor.

13.9 Parties in Interest

Nothing in the Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

13.10 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or

any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

13.11 Contractor's Investigation

Contractor has relied on its own investigations, and not on any representations of the City or its agents of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

13.12 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:	City of Atascadero 6500 Palma Avenue Atascadero, CA 93422 Attn: City Manager
If to Contractor:	USA Waste of California, Inc., dba AWA 9081 Tujunga Avenue Sun Valley, California 91352
With a copy to:	Attn: Assistant General Counsel USA Waste of California, Inc. 9081 Tujunga Avenue Sun Valley, California 91352

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Article. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only: 1) upon receipt by the receiving party and 2) if the party giving the notice has complied with the requirements of this Section.

13.13 Representatives of the Parties

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager or their designee, City Attorney, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon their authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to them by Contractor as communicated to City.

13.14 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, Processing, and marketing of Recyclable Materials and/or Organic Materials after the expiration of the Term. Without limiting generality of the foregoing, City may solicit proposals from Contractor and from third parties for the provision of Solid Waste and Recycling services, and any combination thereof, and may negotiate and execute Agreements for such services that will take effect upon the expiration or earlier termination pursuant to Section 12.1 (Events of Default) of this Agreement.

13.15 Privacy

Contractor shall strictly observe and protect the rights of privacy of Customers in accordance with Applicable Law, including, without limitation, the California Consumer Protection Privacy Act of 2018 (Civ. Code, § 1798.100 et. seq.). Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or contractor, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by AB 939 or performing any activities needed to reach compliance with SB 1383, subject to requirements under Applicable Law.

ARTICLE 14. MISCELLANEOUS AGREEMENTS

14.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the Parties with respect to the matters covered herein.

14.2 Article Headings

The article headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.3 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided. This Agreement supersedes and replaces in its entirety the Revised Agreement.

14.4 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

14.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

14.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement

that shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.7 Exhibits

Each of Exhibits is attached hereto and incorporated herein and made a part hereof by this reference.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

The City of Atascadero

James R. Lewis
City Manager

USA Waste of California, Inc.

Mike Hammer
President – Southern California Area

Attest:

Lara K. Christensen
City Clerk

Approved as to Form:

Brian A. Pierik
City Attorney

EXHIBIT A

SERVICE RATE SCHEDULE

Exhibit A - Service Rate Schedule

City of Atascadero
USA Waste of California / dba Atascadero Waste Alternatives
Effective September 1, 2023

Single-Family Collection Service Rates

All Single-Family Service Options include once per week collection of three containers: one (1) container for solid waste in customers selected size, one (1) 96-gallon container for recyclable materials and one (1) 96-gallon container for organic materials.

All Monthly Rates for Single-Family Service Options and Additional Solid Waste Carts include a 4.4% Integrated Waste Management Authority Fee.

Single-Family Service Options	Monthly Rate
Three Container Service (19-Gallon Solid Waste Cart)	$27.93
Three Container Service (32-Gallon Solid Waste Cart)	$32.44
Three Container Service (64-Gallon Solid Waste Cart)	$50.84
Three Container Service (96-Gallon Solid Waste Cart)	$63.87

Additional Carts are available upon request for an additional monthly charge per cart. Additional Carts are collected once per week on customers' regular service day.

Additional Carts	Monthly Rate
Additional 32-Gallon Solid Waste Cart	$15.95
Additional 64-Gallon Solid Waste Cart	$17.35
Additional 96-Gallon Solid Waste Cart	$18.75
Additional 96-Gallon Recycling Cart	$13.57
Additional 64-Gallon Organics Cart	$9.55

Commercial and Multi-Family Collection Service Rates

All Commercial and Multi-Family Collection Service Options are priced separately per container for solid waste (trash), recyclable materials and organic materials. Additional Cart after first cart on site are available upon request for an additional monthly charge per cart. Additional Solid Waste Carts are collected once per week on customers' regular service day.

Solid Waste Cart Service	Monthly Rate
32-Gallon Solid Waste Cart, one time per week collection	$39.71
64-Gallon Solid Waste Cart, one time per week collection	$56.20
96-Gallon Solid Waste Cart, one time per week collection	$62.51

Solid Waste Additional Cart Service (beyond first cart)	Monthly Rate
32-Gallon Solid Waste Cart, one time per week collection	$35.74
64-Gallon Solid Waste Cart, one time per week collection	$50.58
96-Gallon Solid Waste Cart, one time per week collection	$56.26

Commercial and Multi-Family Collection Service Rates (continued)

Solid Waste Bin Service Monthly Rates						
Bin Size / Service Frequency	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
1 Cubic Yard	$ 140.19	$ 251.79	$ 368.79	$ 485.69	$ 602.52	N/A
1.5 Cubic Yard	$ 144.28	$ 254.23	$ 372.15	$ 490.00	$ 607.80	N/A
2 Cubic Yard	$ 165.90	$ 292.68	$ 429.06	$ 566.04	$ 702.71	N/A
3 Cubic Yard	$ 209.63	$ 367.00	$ 539.57	$ 716.96	$ 891.38	$ 1,078.76
4 Cubic Yard	$ 253.69	$ 447.64	$ 656.53	$ 869.36	$ 1,079.74	$ 1,287.80
6 Cubic Yard	$ 330.68	$ 575.13	$ 784.50	$ 1,124.87	$ 1,399.88	$ 1,785.86

Recycling Cart / Bin Service Monthly Rates						
Bin Size / Service Frequency	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
96 Gal 1st cart	N/A	$ 64.67	$ 111.87	$ 158.84	$ 206.51	N/A
96 addt'l cart	$ 29.85	$ 58.20	$ 100.68	$ 142.97	$ 185.87	N/A
1 Cubic Yard	N/A	$ 78.58	$ 135.97	$ 192.49	$ 248.45	N/A
1.5 Cubic Yard	N/A	$ 92.53	$ 159.30	$ 225.34	$ 292.53	N/A
2 Cubic Yard	N/A	$ 105.55	$ 182.59	$ 259.52	$ 336.55	N/A
3 Cubic Yard	N/A	$ 130.06	$ 229.27	$ 326.68	$ 424.46	$ 522.06
4 Cubic Yard	N/A	$ 157.25	$ 277.06	$ 394.07	$ 513.73	$ 636.16
6 Cubic Yard	$ 171.48	$ 324.40	$ 478.88	$ 633.12	$ 787.46	$ 942.02
Commercial Cart Service for Organics						
Cart Size/ Service Frequency	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
32 Gal 1st cart	$ 33.76	$ 65.83	$ 97.90	$ 129.98	$ 162.05	$ 194.12
32 addt'l cart	$ 30.48	$ 59.44	$ 88.39	$ 117.35	$ 146.30	$ 175.26
64 Gal 1st cart	$ 50.35	$ 98.18	$ 146.02	$ 193.85	$ 241.68	$ 289.51
64 addt'l cart	$ 45.52	$ 88.76	$ 132.01	$ 175.25	$ 218.50	$ 264.04

Additional Services

Note: Service charges are per instance unless stated.

Residential	
Billing Fee	$ 10.97
Cart Contamination Fee, per instance	$ 56.43
Cart Delivery/Pick up (per trip)	$ 22.26
Drive in Fee 100’ – 200’	$ 11.48
Drive in Fee 201’ – 300’	$ 22.62
Drive in Fee greater than 300’	$ 34.00
Extra pick up Cart Fee (call in/driver)	$ 9.76
Go Back (Residential)	$ 7.57
Labor, per hour	$ 130.39
Returned Check Charge	$ 21.57
Unreturned 32-Gallon Cart	$ 86.82
Unreturned 64-Gallon Cart	$ 108.48
Unreturned 96-Gallon Cart	$ 130.39
Walk-In/Carry-Out Service, per month	$ 13.83

Commercial / Multifamily	
Billing Fee	$ 10.97
Bin Delivery/Pickup	$ 62.28
Bin Contamination Fee, per instance:	
1 Cubic Yard Bin	$ 112.86
1.5 Cubic Yard Bin	$ 118.50
2 Cubic Yard Bin	$ 141.07
3 Cubic Yard Bin	$ 169.29
4 Cubic Yard Bin	$ 197.50
6 Cubic Yard Bin	$ 253.93
Cart Delivery/Pick up (per trip)	$ 22.26
Cart Contamination Fee, per instance	$ 56.43
Drive-in 100’-200’, per bin, per weekly service, per month	$ 11.48
Drive-in 201’-300’, per bin, per weekly service, per month	$ 22.62
Drive-in 201’-300’, per bin, per weekly service, per month	$ 34.00
Extra pick up Bin Fee (call in/driver)	$ 62.28
Extra pick up Cart Fee (call in/driver)	$ 9.76
Go Back (Commercial)	$ 13.69
Labor, per hour	$ 130.39
Lock Fee, per bin, per month, per instance	$ 22.72
Lock Bar / Lock & Key per bin, per month	$ 74.62
Return Check Charge	$ 21.57
Roll Out/Pull Out Fee, per bin, per weekly service, per month	$ 33.13
Roll Out/Pull Out Fee, per bin, per weekly service, per month	$ 33.13
Roll Out/Pull Out Fee, per bin, per weekly service, per month	$ 33.13
Unreturned 32-Gallon Cart	$ 86.82
Unreturned 64-Gallon Cart	$ 108.48
Unreturned 96-Gallon Cart	$ 130.39

EXHIBIT B

PUBLIC FACILITY LOCATIONS & SERVICES

Exhibit B - Public Facility Locations & Services

In accordance with Section 5.9, Contractor shall provide Collection and Disposal services to exterior Solid Waste, Recyclable Material, and Organic Material Containers at Public Facilities. The locations and service levels are as follows:

Location / Address	Service Level
1. City of Atascadero Paloma Creek Park Viejo Camino	(1) – 4CY Solid Waste Bin x 1/week (1) – 4CY Recyclable Material Bin x 1/week (1) – 64-Gallon Organic Material Cart x 1/week (1) – 40 CY Solid Waste Bin on Call
2. Fire Station 1 6005 Lewis Avenue (Split Bin)	(1) – 2CY Solid Waste Bin x 1/week (1) – 2CY Recyclable Material Bin x 1/week (1) – 96-Gallon Organic Material Cart x 1/week
3. Fire Station 2 9801 West Front Road	(1) – 3CY Solid Waste Bin x 1/week (1) – 96-Gallon Recyclable Material Cart x 1/week (1) – 96-Gallon Organic Material Cart x 1/week
4. Colony Park & Community Center 5599 Traffic Way	(1) – 2CY Solid Waste Bin x 1/week (1) – 3CY Solid Waste Bin x1/week (1) – 3CY Recycle Bin x 1/week (1) – 64-Gallon Organic Material Cart x 1/week
5. Lake Park & Charles Paddock Zoo 9305 Pismo Avenue	(2) – 3CY Solid Waste Bin x 3/week (1) – 6CY Recyclable Material Bin x 1/week (1) – 3CY Solid Waste Bin x 2/week (1) - 3CY Recyclable Material Bin x 1/week (5) – 90-Gallon Solid Waste Cart x 1/week (3) – 90-Gallon Recyclable Material Cart x 1/week On Call as needed for events (5) – 64-Gallon Organic Material Cart x 1/week (1) – 40 CY Solid Waste Bin on Call
6. Police Department 5505 El Camino Real (Split Bin)	(1) – 2CY Solid Waste Bins x 1/week - split (1) – 2CY Recyclable Material Bin x 1/week - split (1) – 96-Gallon Organic Material Carts x 1/week
7. Alvord Field & Veterans Memorial 8056/8038 Portola Road	(1) – 3CY Solid Waste Bin x 1/week (1) – 64-Gallon Organics x 1/week (1) – 90 Gallon Recycle Cart x 1/week
8. City of Atascadero 8005 Gabarda Rd – Wastewater Treatment Plant	(1) – 1CY Solid Waste Bin x 1/week (1) – 90-Gallon Organic Material Cart x 1/week (4) – 90-gallon Recyclable Material Cart x 1/week (1) – 2CY Solid Waste Bin x 1/week – Split (1) – 2CY Recyclable Material Bin x 1/week - split (2) – 4CY Solid Waste Bin x 1/week (1) – 90-Gallon Solid Waste Cart x 1/week

Location / Address	Service Level
9. A-Town Skate Park 5493 Traffic Way	(1) – 2CY Solid Waste Bin x 2/week (1) – 2CY Recyclable Material Bin x 1/week (1) – 96-Gallon Organic Material Cart x 1/week
10. City of Atascadero Pavilion on the Lake 9315 Pismo Ave.	(1) – 3CY Solid Waste Bin x 2/week (1) – 3CY Recyclable Material Bin x 1/week (1) – 64-Gallon Organic Material Cart x 1/week
11. City of Atascadero City Hall Palma Avenue	(6) – 90-Gallon Solid Waste Cart x 1/week (6) – 90-Gallon Recyclable Material Cart x 1/week (3) – 96-Gallon Organic Material Cart x 1/week
12. City of Atascadero Corporation Yard 8005 Gabarda - On Call	(1) - 30 Cubic Yard Solid Waste Roll-Off Bin x On Call (1) - 40 Cubic Yard Green Waste Roll-Off Bin stationary at yard x On Call (1) - 10 Cubic Yard Concrete Bin x On Call (2) 90-gallon Solid Waste Cart x 1/week (5) 90-gallon Recyclable Material Cart x 1/week
13. Traffic Way Maintenance Yard 5599 Traffic Way - On Call	(2) 40 Cubic Yard Solid Waste Roll-Off Bins x On Call (1) 40 Cubic Yard Green Waste Roll-Off Bin x On Call
14. Future City Facility (Address to be determined by the City at a future date)	(1) – 4 CY Solid Waste Bin x 1 week (3) – 3 CY Recyclable Material Bin x 1 week (2) – 64 Gallon Organics Material Cart x 1/week

EXHIBIT C

PUBLIC AREAS LOCATIONS & SERVICES

Exhibit C - Public Areas Locations & Services

Pursuant to Section 5.10, Contractor shall provide Collection and Disposal services to exterior Solid Waste, Recyclable Material, and Organic Material Containers in designated Public Areas in accordance with this Exhibit C.

Year-Round Services
Contractor shall provide weekly Collection service to Solid Waste, Recyclable Material, and Organic Material Containers in designated public areas. Service shall include removal of Discarded Materials from the City-owned containers listed below, and the provision and replacement of a new liner in such containers. Service shall occur on Monday of each week unless Monday is a Holiday in which case service would be provided the following day. The service locations and container counts are as follows:

Location	# of Containers	Service Level
1. Atascadero Lake Park:		
Veteran's Memorial	2	1/week (Monday)
Alvord Field	4	1/week (Monday)
Lake Park / Pavilion / Lake Path	48	1/week (Monday)
2. Sunken Gardens / City Hall	12	1/week (Monday)
3. Colony Park / Community Center	22	1/week (Monday)
4. Paloma Creek Park	24	1/week (Monday)
5. Centennial Plaza & Bridge	5	1/week (Monday)
6. Atascadero Plaza on El Camino Real & Tunnel	4	1/week (Monday)
7. Downtown Sidewalks	15	1/week (Monday)
Total Number of Containers:	136	

Summertime Services
In addition to the Year-Round Services listed above, beginning the Friday preceding Memorial Day through the Friday preceding Labor Day, an additional weekly Collection service of designated Public Area Solid Waste, Recyclable Material and Organic Material Containers will occur on Friday of each week, unless Friday is a Holiday in which case service would be provided the preceding day. The service locations and Container counts are as follows:

Location	# of Containers	Service Level
1. Sunken Gardens / City Hall	12	+1/week (Friday)
2. Centennial Plaza & Bridge	5	+1/week (Friday)
3. Atascadero Plaza on El Camino Real & Tunnel	4	+1/week (Friday)
4. Downtown Sidewalks	15	+1/week (Friday)
Total Number of Containers:	36	

In the future, the City may request Contractor to add an additional fourteen (14) containers to Year-Round Services bringing the total number of containers to no more than one hundred (150) Containers. Any portion of these fourteen (14) additional containers may be added to Summertime Services as needed. Requests shall be made in writing at least thirty (30) days in advance of requested service start date.

EXHIBIT D

STREET SWEEPING

Exhibit D – Street Sweeping

The Contractor shall provide street sweeping services on the streets or portions of streets listed below at the designated frequency. The street sweeping service shall include vacuum, rotary brush sweeping, and disposal of collected debris. Sweeps shall include curbs and pavement surfaces.

Weekly Sweeps	Center Line Length
El Camino Real – Santa Barbara Road to Union Pacific Railroad at Home Depot	36,600 ft.
Del Rio Rd. – Monterey Rd. to Obispo Rd.	3,200 ft.
San Anselmo Rd. – Monterey Rd. to El Camino Real	1,450 ft.
Traffic Wy. – Ardilla Ave. to Bajada Ave.	3,700 ft.
Curbaril Ave. – El Camino Real to Coromar Ave.	1,100 ft.
Santa Rosa Rd. – El Camino Real to Old Santa Rosa Rd.	1,600 ft.
Downtown Business District:	
Olmeda Ave. - Traffic Wy. to West Mall	600 ft.
Lewis Ave./Capistrano Ave. - Traffic Wy. to Hwy. 41	1,400 ft.
Palma Ave. – Traffic Wy. to East Mall	850 ft.
Entrada Ave. – El Camino Real to Lewis Ave.	750 ft.
West Mall – El Camino Real to Capistrano Ave.	2,150 ft.
East Mall – El Camino Real to Lewis Ave.	800 ft.
Total Approximate Feet	54,200 ft.
Total Approximate Miles	10.27 mi.

Monthly Sweeps	Center Line Length
Multi-Family Districts:	
Santa Ysabel Ave. – Hwy. 41 to Curbaril Ave.	4,150 ft.
Robles Ave. – Santa Ysabel Ave. to Sombrilla Ave.	450 ft.
Pueblo Ave. – Sombrilla Ave. to El Camino Real	1,200 ft.
Sinaloa Ave. – Pueblo Ave. to Curbaril Ave.	1,250 ft.
Viejo Camino – El Camino Real to La Palma Ct.	1,000 ft.
Atascadero Ave., Atascadero Mall to 700’ South of Morro Rd.	2,700 ft.
Tecorida Ave. – Marchant Ave. to San Andres Ave.	1,300 ft.
Commercial Districts:	
West Front Rd. – Portola Rd. to Santa Rosa Rd.	1,300 ft.
Atascadero Mall/Ardilla Ave. – Traffic Wy. to Atascadero Ave.	1,400 ft.
East Front Rd./San Gabriel Rd. – Santa Rosa Rd. to El Camino Real	1,900 ft.
Capistrano Ave. – Lewis Ave. to West Mall	1,700 ft.
Pueblo Ave./San Luis Ave. – El Camino Real to Curbaril Ave.	1,650 ft.
Total Approximate Feet	20,000 ft.
Total Approximate Miles	3.79 mi.

The Contractor shall request from its subcontractor providing street sweeping services monthly reports of street litter removal and sweeping services undertaken by the subcontractor, including areas serviced, the dates and times of the service and amount of disposed materials. Contractor shall coordinate with the Public Works Director or their designee to schedule a permanent street sweeping schedule in order for the City to install appropriate signage. The Street Sweeping schedule may be modified in accordance with Section 4.5 (City Request to Direct Changes and Changes in Law).

EXHIBIT E

REPORTS

City of Atascadero
Effective July 1, 2023

Exhibit E - Reports

In accordance with Sections 9.2.2 and 9.2.3 of the Agreement, Contractor shall provide monthly and annual reports containing the following information:

1. Solid Waste, Recyclable Materials, and Organic Materials collected, in tons, by month, and cumulative for report year sorted by material type and type of Customer.

2. A summary of Complaints received in accordance with Section 6.5 by month and cumulative for report year with a narrative summary assessment of problem encountered and actions taken with recommendations to City for improvement.

3. Number of accounts by category for each month of reporting year.

4. Commercial and Residential Solid Waste, Recyclable Materials, and Organic Materials Container distributions.

5. Reports deemed necessary for the City or its Third-Party Designee to fulfill obligations under Applicable Law, including but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383 as set forth in Section 9.2.

EXHIBIT F

ACCEPTABLE MATERIALS

Exhibit F – Acceptable Materials

SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS that are acceptable in Recyclable Materials Containers must be source separated from Solid Waste and Organic Materials, dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated Paper Products or Printing and Writing Paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any Color	Magazines, glossy inserts and pamphlets

Non-Recyclables that are not acceptable in Recyclable Materials Containers include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils, or as defined by state law as non-recyclable
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical Supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclable Materials less than 4” in size (in any dimension)	Propane tanks, fuel cannisters
Batteries	Organic Waste, Solid Waste, or Excluded Waste

ORGANIC MATERIALS

ORGANIC MATERIALS that are acceptable in Organic Materials Containers must be source separated from Recyclable Materials and Solid Waste, and include the following:

Food Waste	Yard Trimmings, including shrubbery, tree trimmings, yard waste, wood chips, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood (no more than 6" in diameter and 3' in length)
Organic Animal Bedding	Food Soiled Paper, including coffee filters, paper bags, napkins, and tea bags
Cannabis waste	Chopsticks
Corks (natural)	Food Scraps (including bones)
Flowers and household plants	Organic Holiday decorations, such as pumpkins or Christmas trees (free of flocking or tinsel)
Pet food	Sod
Manure collected as part of residential customer's total organic materials bin	

Materials that are not acceptable in Organic Materials Containers include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Organic Materials)	Palm Fronds
Yucca leaves	Treated wood
Tree stumps	Tree roots
Textiles and carpets	Paper Products or Printing and Writing Paper (including shredded Paper Products or Printing and Writing Paper)
Pet waste	Digestates or sludges
Biosolids	Solid Waste, Recyclable Materials, or Excluded Waste

SOLID WASTE

SOLID WASTE that is acceptable in Solid Waste Containers are putrescible and non-putrescible solid, semisolid, and liquid wastes that are source separated from Organic Waste and Recyclable Materials, including:

Garbage, trash, refuse, and rubbish	Ashes
Industrial Wastes	Abandoned vehicles and parts thereof (that do not exceed the size of the Container)
Non-Hazardous sewage that is dewatered, treated or chemically fixed	Household Hazardous Waste (de minimis quantities generated at Residential Premises only)
Pet Waste	

Materials that are not acceptable in Solid Waste Containers include, but are not limited to the following:

C&D	Excluded Waste
E-Waste	Recyclable Materials, Organic Waste, or Excluded Waste
Manure	Hazardous & Radioactive Waste

All Materials listed on this Exhibit will be those acceptable as defined by State Law. For consistency purposes, all acceptable materials detailed on this Exhibit are in conformance with those materials identified by the City or its Third-Party Designee and Contractor as materials acceptable in the County of San Luis Obispo.