



AGENDA Regular Meeting

BOARD OF DIRECTORS

January 18, 2024 | 6:00 p.m.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

This meeting will be held in-person.
Public participation remains available virtually via Zoom.
Meeting ID No. 812 5913 5060 | Passcode: 915558

Board Norms

- ✓ Avoid assuming intent or motives.
- ✓ Commit to the shared success of the Authority.
- ✓ Govern as a body.
- ✓ Maintain an Authority perspective and balance it with individual city/county interests.
- ✓ Recognize the success of employees.
- ✓ Hold regular meetings between the General Manager and one-on-ones with Board members.
- ✓ Communicate effectively with the public.
- ✓ Respect the form of government.
- ✓ Avoid criticizing staff or each other in public; coach privately.
- ✓ Refrain from using technology during Board meetings.
- ✓ Approach the business of government in a professional manner.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Chris Lopez
County: Glenn Church, *Alt. Vice President*
Salinas: Anthony Rocha, *President*
Salinas: Andrew Sandoval
Salinas: Carla Viviana Gonzalez
Gonzales: Elizabeth Silva
Soledad: Ben Jimenez, Jr., *Vice President*
Greenfield: Drew Tipton
King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo
Salinas: Orlando Osornio
Gonzales: Scott Funk
Soledad: Maria Corralejo
Greenfield: Rachel Ortiz
King City: Oscar Avalos

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services in Spanish will be available in person and by logging in to Zoom.

Meeting ID: 812 5913 5060 | Passcode: 915558

APPROVAL OF AGENDA

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNCIL COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from the audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

ELECTION OF OFFICERS

A. 2024 Election of Officers – President, Vice President, and Alternate Vice President

- A. Receive a Report from the Nominating Committee
- B. Public Comment
- C. Board Discussion
- D. Recommended Action – Conduct Elections

CONSENT AGENDA:

All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, a citizen, or a staff member requests discussion or a separate vote.

1. [Minutes of the December 15, 2023 Special Meeting](#)
2. [November 2023 Claims and Financial Report](#)
3. [Member and Interagency Activities Report for November and December 2023](#)
4. [December 2023 Quarterly Investments Report](#)
5. [A Resolution Authorizing the Professional Services Agreement with Zero Foodprint for Compost Procurement Services in the Amount of \\$108,420.00](#)
6. [Monterey County Health Department, Environmental Health Bureau, Calendar year 2022 Used Motor Oil and Filter Recycling Program Annual Report](#)
7. [A Resolution Authorizing the Assignment of the Professional Services Agreement and Lease Agreement with Atlas Organics for Organics Processing, Composting, and Product Marketing Services at the Johnson Canyon Landfill to Generate Upcycle](#)
8. [A Resolution Authorizing the Purchase of a Backup Motor and Blower for the Johnson Canyon Landfill Gas Flare Station in the Amount of \\$51,253.91 plus Tax and Delivery](#)
9. [A Resolution Adopting the 2024 Strategic Plan Goals and Priorities, and Board Norms](#)

PRESENTATION

10. [EDIBLE FOOD RECOVERY GRANT AWARDS](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
11. [2023 EMPLOYEE SURVEY RESULTS](#)
 - A. Receive Report from Monica Ambriz, Human Resources Supervisor
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
12. [ANNUAL TONNAGE, OPERATION, AND ENVIRONMENTAL COMPLIANCE REPORT FOR FY 2022-23](#)
 - A. Receive Report from Cesar Zuñiga, Asst. General Manager/Operations Manager and Brian Kennedy, Engineering and Environmental Compliance Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*

CONSIDERATION

13. [REQUEST FOR FY 2024-25 PRELIMINARY BUDGET DIRECTION](#)
 - A. Receive Report from Ray Hendricks, Finance and Administration Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Provide Input and Direction*

FUTURE AGENDA ITEMS

14. [AGENDA ITEMS – VIEW AHEAD SCHEDULE](#)

CLOSED SESSION

Receive public comment from audience before entering into closed session:

15. Pursuant to **Government Code Section 54957 (b)** to discuss the process of the Performance Evaluation Process of the General Council Roy C. Santos.

RECONVENE

ADJOURNMENT

Meeting Information

To observe the meeting, go to our YouTube channel at <https://www.youtube.com/user/svswa831>.

To participate virtually during the meeting and make a general comment or comments on a specific agenda item as an item is being heard, join the meeting through Zoom using the link below. Join with computer audio at:

<https://us02web.zoom.us/j/81259135060?pwd=MnY4czJTeTRCMitELzNwSVQ5Q3RnZz09>.



When ready to make a public comment, click the Raise Hand icon.

To participate by telephone dial any of the numbers listed below and enter the meeting ID number and passcode:

| | | |
|----------------------------------|------------------|--------------------------------------|
| +1 669 900 9128 | +1 253 215 8782 | +1 346 248 7799 |
| +1 301 715 8592 | + 1 312 626 6799 | + 1 646 558 8656 |
| Enter Meeting ID: 812 5913 5060# | | Passcode: 915558 |
| To Raise your Hand press *9 | | To Mute and Unmute yourself press *6 |

Public comments may also be submitted via e-mail to the Clerk of the Board at comment@svswa.org. Comment must be received by 3 p.m. on Thursday, January 18, 2024 and should be limited to 250 words or less. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received via e-mail after 4 p.m. will be made part of the record if received prior to the end of the meeting. To assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the item number (i.e., Item No. 10).

This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 126 Sun St., Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on **Thursday, January 11, 2024**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, February 15, 2024**. Staff reports for the Authority Board meetings are available for review at: ► Salinas Valley Solid Waste Authority: 126 Sun Street, Salinas, CA 93901, Phone 831-775-3000 ► Web Site: www.salinavalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

| | |
|--|--|
|  <p>Report to the Board of Directors</p> | <p align="center">ITEM NO. A</p> |
| | <p align="center">N/A</p> |
| | <p>Finance and Administration Manager/Controller-Treasurer</p> |
| | <p> General Manager/CAO</p> |
| <p>Date: January 18, 2024</p> | |
| <p>From: Patrick Mathews, General Manager/CAO</p> | |
| <p>Title: 2024 Election of Officers</p> | <p align="center"><i>A.Sandoval by E.T.</i> Nominating Committee</p> |

RECOMMENDATION

Staff recommends that the Board follow the procedures documented in the Authority Code and elect officers for calendar year 2024.

STRATEGIC PLAN RELATIONSHIP

This is a routine annual item and does not relate to the Board's strategic plan.

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The Nominating Committee was appointed at the November 2023 meeting (Director Cullen and Director Sandoval). The Nominating Committee members have provided the recommendation for the re-election to a second one-year term, as permitted by the Authority Code, for the 2024 Authority Officers as follows:

- City of Salinas Representative for President: *Anthony Rocha*
- South County City Representative for Vice President: *Ben Jimenez*
- Monterey County Representative for Alternate Vice President: *Glenn Church*

Election Procedures:

At the Board meeting, the Board President opens nominations for President. The Nominating Committee nominates an individual, with a second provided by another Board Member. When nominations have concluded, the President will close the nomination for President. The President will then be elected by majority vote through a show of hands or individual verbal polling.

The procedure is then repeated for the office of Vice President and Alternate Vice President.

In the event of a tie vote for any office, the election will be repeated until a majority vote is determined.

BACKGROUND

The Joint Powers Authority Agreement and Authority Code provides for the election by the Authority Board for the office of President, Vice President, and Alternate Vice President for a term of one year commencing upon election at the regular meeting held in January

and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms in a single office. Authority Code Sections 2.01.010 and 2.01.011 specify that each elected Office shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey but shall not be from the same member agency's legislative body. The Authority Code further allows a discretionary appointment of the Immediate Past President to the Executive Committee for a one-year transitional period.

ATTACHMENT(S)

1. Elected Officers History

Officers of the Salinas Valley Solid Waste Authority

| TERM | PRESIDENT | VICE PRESIDENT | ALTERNATE VICE PRESIDENT |
|-------------|---|--|---|
| 2024 | | | |
| 2023 | Anthony Rocha City of Salinas | Ben Jimenez City of Soledad | Glenn Church County of Monterey |
| 2022 | Chris Lopez County of Monterey | Christie Cromeenes City of Salinas | Andrew Tipton ¹ City of Greenfield |
| 2021 | Chris Lopez County of Monterey | Christie Cromeenes City of Salinas | Andrew Tipton City of Greenfield |
| 2020 | Rob Cullen South County | Gloria De La Rosa City of Salinas | Chris Lopez County of Monterey |
| 2019 | Rob Cullen South County | Gloria De La Rosa City of Salinas | Chris Lopez County of Monterey |
| 2018 | Simon Salinas County of Monterey | Rob Cullen South County | Gloria De La Rosa City of Salinas |
| 2017 | Simon Salinas County of Monterey | Rob Cullen South County | Gloria De La Rosa City of Salinas |
| 2016 | Jyl Lutes ² City of Salinas | Simon Salinas County of Monterey | Richard Perez ³ City of Soledad |
| 2015 | Elizabeth Silva City of Gonzales | Jyl Lutes City of Salinas | Simon Salinas County of Monterey |
| 2014 | Elizabeth Silva City of Gonzales | Jyl Lutes City of Salinas | Simon Salinas County of Monterey |
| 2013 | Fernando Armenta County of Monterey | Elizabeth Silva City of Gonzales | Jyl Lutes City of Salinas |
| 2012 | Fernando Armenta County of Monterey | Elizabeth Silva City of Gonzales | Dennis Donohue City of Salinas |
| 2011 | Gloria De La Rosa City of Salinas | Fernando Armenta County of Monterey | Elizabeth Silva City of Gonzales |
| 2010 | Gloria De La Rosa City of Salinas | Richard Ortiz ⁴ City of Soledad | Fernando Armenta County of Monterey |
| 2009 | Lou Calcagno Monterey County | Gloria De La Rosa City of Salinas | Richard Ortiz City of Soledad |
| 2008 | George Worthy City of Gonzales | Lou Calcagno Monterey County | Gloria De La Rosa City of Salinas |
| 2007 | George Worthy City of Gonzales | Lou Calcagno Monterey County | Gloria De La Rosa City of Salinas |
| 2006 | Janet Barnes City of Salinas | George Worthy City of Gonzales | Lou Calcagno Monterey County |
| 2005 | Janet Barnes City of Salinas | George Worthy City of Gonzales | Lou Calcagno Monterey County |
| 2004 | Fernando Armenta Monterey County | Janet Barnes City of Salinas | George Worthy City of Gonzales |
| 2003 | Fernando Armenta Monterey County | Janet Barnes City of Salinas | N/A |
| 2002 | Zeke Bañales ⁵ City of Greenfield | Fernando Armenta Monterey County | N/A |
| 2001 | Jan Collins ⁶ City of Salinas | Zeke Bañales City of Greenfield | N/A |
| 2000 | Simon Salinas ⁷ County of Monterey | Jan Collins City of Salinas | N/A |
| 1999 | Gary Gerbrandt City of Soledad | Simon Salinas County of Monterey | N/A |

¹ Was not re-elected to City Council

² Was not re-elected to City Council

³ Was not re-elected to City Council

⁴ Was not re-elected to City Council

⁵ Was not re-elected to City Council

⁶ Declined second term – leaving office at end of year

⁷ Left office of County Supervisor

| | | | |
|------|--|--|-----|
| 1998 | Gary Gerbrandt City of Soledad | Simon Salinas County of Monterey | N/A |
| 1997 | Juan Olivarez City of Salinas | Fabian Barrera City of Soledad | N/A |

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
SPECIAL BOARD MEETING
DECEMBER 15, 2023**

117 Fourth Street, Gonzales, Ca 93926

CALL TO ORDER

President Rocha called the meeting to order at 9:09 a.m.

ROLL CALL**Board Directors**

| | |
|--------------------|---|
| County of Monterey | Christopher M. Lopez |
| County of Monterey | Glenn Church, <i>Alternate Vice President</i> |
| City of Salinas | Anthony Roch, <i>President</i> |
| City of Salinas | Andrew Sandoval |
| City of Gonzales | Liz Silva |
| City of Greenfield | Drew Tipton |
| City of King | Robert Cullen |

Absent

| | |
|-----------------|------------------------------------|
| City of Salinas | Carla Viviana Gonzáles |
| City of Soledad | Ben Jimenez, <i>Vice President</i> |

Staff Member Present

| |
|---|
| Patrick Mathews, General Manager/CAO |
| Cesar Zuñiga, Asst. GM/Operations Manager |
| Mandy Brooks, Resource Recovery Manager |
| Ray Hendricks, Finance and Administration Manager |
| Brian Kennedy, Engineering and Environmental Compliance Manager |
| Roy Santos, General Legal Counsel |
| Rosie Ramirez, Administrative Assistant |
| Erika J. Trujillo, Clerk of the Board |

MEETING ANNOUNCEMENTS

(9:10) Clerk of the Board Trujillo announced in Spanish the availability of translation services via Zoom.

APPROVAL OF AGENDA (9:11)

Staff Comments: None

Board Discussion: None

Public Comment: None

Motion: Director Silva made a motion to approve the agenda as presented. Director Sandoval seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, Church, Lopez, Rocha, Sandoval, Silva, Tipton

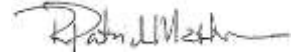
Noes: None

Abstain: None

Absent: Gonzalez, Jimenez

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

GENERAL MANAGER/CAO COMMENTS

(9:11) General Manager/CAO commented that the regular Board meeting scheduled for December 21, 2023 would be cancelled as all pending Board action items are being brought forward at this special meeting.

DEPARTMENT MANAGER COMMENTS

(9:12) None

GENERAL LEGAL COUNSEL

(9:12) None

BOARD DIRECTOR COMMENTS

(9:12) None

PUBLIC COMMENT

(9:13) None

CONSENT AGENDA (9:13)

President Rocha provided a disclosure related to item five of the consent agenda in compliance with Senate Bill 1436.

1. Minutes of the November 16, 2023 Meeting
2. October 2023 Claims and Financial Report
3. Resolution No. 2023-66 Approving Supplemental Appropriation of \$83,995.00 for CalRecycle's 2023-24 local Government Waste Tire Amnesty Grant
4. Resolution No. 2023-67 Awarding the Purchase of One Used 202 Caterpillar D8T Dozer to Best Equipment for an Amount of \$829,186.53
5. Resolution No. 2023-68 Approving Amendment No. 13 to the Revised and Restated Agreement Between the Salinas Valley Solid Waste Authority and R. Patrick Mathews for Services as General Manager/Chief Administrative Officer (GM/CAO) and Revised Salary Schedule effective January 1, 2024

Public Comment: None

Board Discussion: None

Motion: Director Cullen made a motion to approve the consent agenda as presented. Director Sandoval seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, Church, Lopez, Rocha, Sandoval, Silva, Tipton

Noes: None

Abstain: None

Absent: Gonzalez, Jimenez

STRATEGIC PLANNING WORKSHOP (9:14)

6. BOARD OF DIRECTORS WORKSHOP

- A. Welcome, Public Comment, and Review Workshop Agenda and Ground Rules
- B. Icebreaker
- C. Review and Discuss Characteristics of Effective Governing Bodies Along with Board Norms
- D. Review and Discuss Behaviors of High-Performance Teams
- E. Review Accomplishments and Prioritization of Board Goals
- F. Wrap up and Next Steps

President Rocha welcomed everyone and invited public comment. General Manager/CAO Mathews welcomed the Board and provided a brief overview of the workshop expectations and goals. Facilitators Christine Butterfield and Magda Gonzalez, of Bakertilly and Management Partners lead the strategic planning workshop.

Public Comment: None

Board Discussion: The Board reviewed and discussed the characteristics of effective governing bodies, values, norms, behaviors of high-performance teams and celebrated accomplishments. They discussed and established prioritization of Board goals for 2024.

ADJOURNED

(12:18) President Rocha adjourned the meeting.

APPROVED: _____
Anthony Rocha, President

Attest: _____
Erika J. Trujillo, Clerk of the Board



Report to the Board of Directors

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

Date: January 18, 2024

From: C. Ray Hendricks, Finance and Administration Manager

Title: November 2023 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the November 2023 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of November for a summary of the Authority's financial position as of November 30, 2023. The following are highlights of the Authority's financial activity for the month of November.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of November 2023, operating expenditures exceeded revenues by \$158,098.

Revenues (Consolidated Statement of Revenues and Expenditures)

| | November Budget | November Actual | Over/(Under) | |
|-----------------------------------|--------------------|--------------------|----------------|-------|
| Tipping Fees - Solid Waste | 1,137,060 | 1,261,387 | 124,327 | 10.9% |
| Tipping Fees - Diverted Materials | 258,091 | 272,676 | 14,585 | 5.7% |
| Other Revenues | 582,134 | 565,579 | (16,555) | -2.8% |
| Total Revenue | <u>1,977,285</u> | <u>2,099,642</u> | <u>122,357</u> | 6.2% |

Solid Waste revenues for November were \$124,327 or 10.9% over budgeted amounts. Diverted Material revenues for November were \$14,585 or 5.7% under budgeted amounts. November total revenue was \$122,357 or 6.2% over budgeted amounts.

| | Y-T-D Budget | Y-T-D Actual | Over/(Under) | |
|-----------------------------------|-------------------|-------------------|------------------|-------|
| Tipping Fees - Solid Waste | 5,824,862 | 6,586,221 | 761,359 | 13.1% |
| Tipping Fees - Diverted Materials | 1,352,164 | 1,624,153 | 271,989 | 20.1% |
| Other Revenues | 3,145,932 | 3,396,179 | 250,247 | 8.0% |
| Total Revenue | <u>10,322,958</u> | <u>11,606,553</u> | <u>1,283,595</u> | 12.4% |

Solid Waste revenues year to date as of November were \$761,359 or 13.1% over budgeted amounts. Diverted Material revenues year to date as of November were \$271,989 or 20.1% over budgeted amounts. Year to date total revenue as of November was \$1,283,595 or 12.4% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of November 30, 2023 (41.7% of the fiscal year), year-to-date operating expenditures totaled \$11,181,267. This is 49.0% of the operating budget of \$22,840,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of November 2023, capital project expenditures totaled \$408,641. \$198,802 was for the JR Transfer Station Improvements. \$82,012 was for the JC LFG System Improvements. \$54,000 was for Equipment Replacement. \$21,633 CalRecycle – Household Hazardous Waste Grant. \$18,179 was for the CH Postclosure Maintenance. \$13,801 was for the JC Module Engineering and Construction.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of November 2023 is attached for review and acceptance. November disbursements totaled \$2,254,053.92, of which \$1,312,461.12 was paid from the payroll checking account for payroll and payroll related benefits, \$680,247 of the payroll expenditures was a paydown of the Authority's Unfunded Actuarial Liability (UAL) for the CalPERS retirement program.

The following is a list of vendors paid more than \$50,000 during the month of November 2023.

| Vendor | Services | Amount |
|----------------------------------|--|--------------|
| ClearSpan Fabric Structures Int. | JR Fabric Cover Structure | \$196,789.21 |
| Atlas Organics | Monthly Organics Processing | \$143,010.78 |
| Sacramento Drilling | JC LFG Well Drilling | \$73,280.00 |
| Southern Counties Lubricants LLC | All Sites Monthly Vehicle & Equipment Fuel | \$55,461.57 |
| Golden State Truck & Trailer | All Sites Vehicle and Equipment Maintenance. | \$55,294.08 |
| Bradford E. Fox | 2017 210L EP Skip Loader | \$54,000.00 |

Cash Balances

The Authority's cash position increased by \$30,034.32 during November to \$34,921,399.63. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, cash for debt service payments is transferred in November. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations should improve the balance to a positive amount by the end of the fiscal year.

Restricted by Legal Agreements:

| | |
|--|--------------|
| Johnson Canyon Closure Fund | 5,101,306.67 |
| Restricted for Pension Liabilities (115 Trust) | - |
| State & Federal Grants | 196,546.55 |
| BNY - Bond 2022A Payment | - |

Funds Held in Trust:

| | |
|---|------------|
| Central Coast Media Recycling Coalition | 122,227.65 |
| Employee Unreimbursed Medical Claims | 4,370.25 |

Committed by Board Policy:

| | |
|---|--------------|
| AB939 Services | (728,217.37) |
| Undesignated Fund Balance | - |
| Designated for Capital Projects Reserve | 4,143,074.71 |
| Designated for Environmental Impairment Reserve | 2,678,486.88 |
| Designated for Operating Reserve | 3,264,000.00 |
| Expansion Fund (South Valley Revenues) | 4,911,732.58 |

Assigned for Post Closure and Capital Improvements

| | |
|------------------------------|---------------|
| Crazy Horse Post Closure | 1,196,478.71 |
| Lewis Road Post Closure | 349,811.17 |
| Jolon Road Post Closure | 145,819.73 |
| Johnson Canyon Post Closure | 2,592,731.08 |
| Capital Improvement Projects | 12,622,892.34 |

Available for Operations:

(1,679,861.32)

Total

34,921,399.63

ATTACHMENTS

1. November 2023 Consolidated Statement of Revenues and Expenditures
2. November 2023 Consolidated Grant and CIP Expenditures Report
3. November 2023 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending November 30, 2023

| | CURRENT BUDGET | M-T-D REV/EXP | Y-T-D REV/EXP | % OF BUDGET | REMAINING BALANCE | Y-T-D ENCUMBRANCES | UNENCUMBERED BALANCE |
|-----------------------------------|-------------------|------------------|------------------|----------------|----------------------|-----------------------|-------------------------|
| <u>Revenue Summary</u> | | | | | | | |
| Tipping Fees - Solid Waste | 13,532,700 | 1,261,387 | 6,586,221 | 48.7 % | 6,946,479 | 0 | 6,946,479 |
| Tipping Fees - Diverted Materials | 3,232,600 | 272,676 | 1,624,153 | 50.2 % | 1,608,447 | 0 | 1,608,447 |
| AB939 Service Fee | 4,103,000 | 341,918 | 1,709,590 | 41.7 % | 2,393,410 | 0 | 2,393,410 |
| Charges for Services | 2,668,000 | 211,290 | 1,200,871 | 45.0 % | 1,467,129 | 0 | 1,467,129 |
| Sales of Materials | 245,000 | 5,207 | 58,708 | 24.0 % | 186,292 | 0 | 186,292 |
| Gas Royalties | 290,000 | 0 | 83,944 | 28.9 % | 206,056 | 0 | 206,056 |
| Investment Earnings | 500,000 | 7,164 | 343,066 | 68.6 % | 156,934 | 0 | 156,934 |
| Total Revenue | 24,571,300 | 2,099,642 | 11,606,554 | 47.2 % | 12,964,746 | 0 | 12,964,746 |

Expense Summary

| | | | | | | | |
|--------------------------------|-----------|---------|-----------|--------|-----------|-----------|---------|
| Executive Administration | 584,200 | 65,211 | 225,217 | 38.6 % | 358,983 | 16 | 358,967 |
| Administrative Support | 530,500 | 43,385 | 219,871 | 41.4 % | 310,629 | 24,290 | 286,338 |
| Human Resources Administration | 302,300 | 35,985 | 131,642 | 43.5 % | 170,658 | 6,996 | 163,663 |
| Clerk of the Board | 235,300 | 25,375 | 92,478 | 39.3 % | 142,822 | 1,284 | 141,537 |
| Finance Administration | 1,031,100 | 117,312 | 440,686 | 42.7 % | 590,414 | 7,843 | 582,571 |
| Operations Administration | 826,500 | 118,042 | 360,229 | 43.6 % | 466,271 | 47 | 466,224 |
| Resource Recovery | 1,544,700 | 194,100 | 701,227 | 45.4 % | 843,473 | 8,119 | 835,355 |
| Marketing | 75,600 | 360 | 3,948 | 5.2 % | 71,652 | 65,000 | 6,652 |
| Public Education | 228,300 | 15,268 | 86,429 | 37.9 % | 141,871 | 59,013 | 82,858 |
| Household Hazardous Waste | 927,500 | 94,120 | 304,883 | 32.9 % | 622,617 | 33,811 | 588,806 |
| C & D Diversion | 366,500 | 20,060 | 58,760 | 16.0 % | 307,740 | 34,365 | 273,375 |
| Organics Diversion | 2,251,900 | 168,066 | 795,852 | 35.3 % | 1,456,048 | 1,191,921 | 264,128 |
| Diversion Services | 40,000 | 2,365 | 11,011 | 27.5 % | 28,989 | 2,365 | 26,624 |
| JR Transfer Station | 786,100 | 83,259 | 328,938 | 41.8 % | 457,162 | 8,412 | 448,750 |
| JR Recycling Operations | 254,600 | 25,098 | 90,889 | 35.7 % | 163,711 | 0 | 163,711 |
| ML Transportation Operations | 1,983,300 | 264,660 | 1,068,592 | 53.9 % | 914,708 | 77,062 | 837,646 |

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending November 30, 2023

| | CURRENT BUDGET | M-T-D REV/EXP | Y-T-D REV/EXP | % OF BUDGET | REMAINING BALANCE | Y-T-D ENCUMBRANCES | UNENCUMBERED BALANCE |
|--------------------------------|-------------------|------------------|------------------|----------------|----------------------|-----------------------|-------------------------|
| ML Recycling Operations | 663,800 | 92,032 | 311,583 | 46.9 % | 352,217 | 101,301 | 250,915 |
| JC Landfill Operations | 4,033,700 | 356,799 | 1,779,049 | 44.1 % | 2,254,651 | 592,510 | 1,662,141 |
| JC Recycling Operations | 882,800 | 75,349 | 322,103 | 36.5 % | 560,697 | 55,573 | 505,123 |
| Johnson Canyon ECS | 580,500 | 17,381 | 126,374 | 21.8 % | 454,126 | 127,326 | 326,800 |
| Sun Street ECS | 218,200 | 1,487 | 145,297 | 66.6 % | 72,903 | 939 | 71,964 |
| Debt Service - Interest | 413,200 | 0 | 213,214 | 51.6 % | 199,987 | 0 | 199,987 |
| Debt Service - Principal | 2,700,000 | 0 | 2,700,000 | 100.0 % | 0 | 0 | 0 |
| Closure/Post Closure Set-Aside | 334,400 | 30,504 | 160,726 | 48.1 % | 173,674 | 0 | 173,674 |
| Cell Construction Set-Aside | 1,045,000 | 95,325 | 502,270 | 48.1 % | 542,730 | 0 | 542,730 |
| Total Expense | 22,840,000 | 1,941,544 | 11,181,267 | 49.0 % | 11,658,733 | 2,398,193 | 9,260,539 |
| Revenue Over/(Under) Expenses | 1,731,300 | 158,098 | 425,287 | 24.6 % | 1,306,013 | (2,398,193) | 3,704,207 |

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 30, 2023

| | CURRENT BUDGET | M-T-D REV/EXP | Y-T-D REV/EXP | % OF BUDGET | REMAINING BALANCE | Y-T-D ENCUMBRANCES | UNENCUMBERED BALANCE |
|--|-------------------|------------------|------------------|----------------|----------------------|-----------------------|-------------------------|
| <u>Fund 131 - Crazy Horse Post-Closure Fund</u> | | | | | | | |
| 131 9316 CH Corrective Action Program | 253,000 | 0 | 0 | 0.0 % | 253,000 | 0 | 253,000 |
| 131 9319 CH LFG System Improvements | 146,500 | 0 | 0 | 0.0 % | 146,500 | 0 | 146,500 |
| 131 9321 CH Postclosure Maintenance | 1,002,074 | 18,179 | 205,921 | 20.5 % | 796,154 | 202,823 | 593,331 |
| Total Fund 131 - Crazy Horse Post-Closure | 1,401,574 | 18,179 | 205,921 | 14.7 % | 1,195,654 | 202,823 | 992,831 |
| <u>Fund 141 - Lewis Road Post-Closure Fund</u> | | | | | | | |
| 141 9402 LR LFG Well Replacement | 80,000 | 0 | 0 | 0.0 % | 80,000 | 0 | 80,000 |
| 141 9403 LR Postclosure Maintenance | 369,216 | 9,631 | 100,120 | 27.1 % | 269,097 | 49,253 | 219,844 |
| Total Fund 141 - Lewis Road Post-Closure F | 449,216 | 9,631 | 100,120 | 22.3 % | 349,097 | 49,253 | 299,844 |
| <u>Fund 161 - Jolon Road Post-Closure Fund</u> | | | | | | | |
| 161 9604 JR Postclosure Maintenance | 377,758 | 35 | 231,939 | 61.4 % | 145,820 | 6,726 | 139,094 |
| Total Fund 161 - Jolon Road Post-Closure F | 377,758 | 35 | 231,939 | 61.4 % | 145,820 | 6,726 | 139,094 |
| <u>Fund 211 - Grants</u> | | | | | | | |
| 211 9228 Tire Amnesty 2021-22 | 1,551 | 0 | 1,551 | 100.0 % | 0 | 0 | 0 |
| 211 9230 SB1383 Local Assistance Grant Pr | 231,635 | 7,836 | 31,871 | 13.8 % | 199,764 | 0 | 199,764 |
| 211 9261 Cal Recycle - 2021-22 CCPP | 4,720 | 0 | 3,078 | 65.2 % | 1,643 | 0 | 1,643 |
| 211 9262 CalRecycle - Household Hazardous | 100,000 | 21,633 | 21,633 | 21.6 % | 78,367 | 0 | 78,367 |
| 211 9263 Cal Recycle - 2022-23 CCPP | 22,139 | 325 | 975 | 4.4 % | 21,164 | 3,500 | 17,664 |
| Total Fund 211 - Grants | 360,045 | 29,794 | 59,108 | 16.4 % | 300,938 | 3,500 | 297,438 |
| <u>Fund 800 - Capital Improvement Projects Fu</u> | | | | | | | |
| 800 9101 Equipment Replacement | 3,040,685 | 54,000 | 177,674 | 5.8 % | 2,863,011 | 175,759 | 2,687,251 |
| 800 9105 Concrete Grinding | 54,614 | 0 | 0 | 0.0 % | 54,614 | 0 | 54,614 |
| 800 9107 Scale House Software Upgrade | 68,180 | 0 | 2,849 | 4.2 % | 65,331 | 0 | 65,331 |
| 800 9109 Organics Infrastructure Upgrades | 3,000,000 | 0 | 0 | 0.0 % | 3,000,000 | 0 | 3,000,000 |
| 800 9110 Administration Office Improvements | 120,000 | 0 | 0 | 0.0 % | 120,000 | 0 | 120,000 |
| 800 9214 Organics Program 2016-17 | 715,898 | 0 | 0 | 0.0 % | 715,898 | 0 | 715,898 |

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 30, 2023

| | CURRENT BUDGET | M-T-D REV/EXP | Y-T-D REV/EXP | % OF BUDGET | REMAINING BALANCE | Y-T-D ENCUMBRANCES | UNENCUMBERED BALANCE |
|---|-------------------|------------------|------------------|----------------|----------------------|-----------------------|-------------------------|
| 800 9223 Outdoor Education Center | 13,145 | 0 | 12,194 | 92.8 % | 950 | 0 | 950 |
| 800 9322 North County Transfer Station | 100,000 | 0 | 0 | 0.0 % | 100,000 | 0 | 100,000 |
| 800 9501 JC LFG System Improvements | 422,977 | 82,012 | 212,177 | 50.2 % | 210,800 | 1,756 | 209,044 |
| 800 9505 JC Partial Closure | 206,335 | 2,387 | 13,630 | 6.6 % | 192,705 | 0 | 192,705 |
| 800 9506 JC Litter Control Barrier | 104,625 | 0 | 0 | 0.0 % | 104,625 | 0 | 104,625 |
| 800 9507 JC Corrective Action | 250,070 | 0 | 2,078 | 0.8 % | 247,992 | 0 | 247,992 |
| 800 9509 JC Groundwater Well | 400,000 | 0 | 400,000 | 100.0 % | 0 | 0 | 0 |
| 800 9521 JC Entrance Facility | 200,000 | 0 | 0 | 0.0 % | 200,000 | 0 | 200,000 |
| 800 9527 JC Module Engineering and Constr | 3,130,188 | 13,801 | 61,839 | 2.0 % | 3,068,349 | 0 | 3,068,349 |
| 800 9528 Roadway Improvements | 500,049 | 0 | 0 | 0.0 % | 500,049 | 0 | 500,049 |
| 800 9601 JR Transfer Station Improvements | 782,611 | 198,802 | 369,287 | 47.2 % | 413,324 | 325,260 | 88,064 |
| 800 9603 JR Well Replacement | 250,000 | 0 | 0 | 0.0 % | 250,000 | 0 | 250,000 |
| Total Fund 800 - Capital Improvement Proje | 13,359,376 | 351,003 | 1,251,728 | 9.4 % | 12,107,648 | 502,775 | 11,604,872 |
| Total CIP Expenditures | 15,947,970 | 408,641 | 1,848,814 | 11.6 % | 14,099,156 | 765,078 | 13,334,078 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|---|------------|------------|-------------|
| 32366 | HOME DEPOT All Sites Facility Supplies | 11/1/2023 | 4,041.91 | |
| | | | | 4,041.91 |
| 32367 | **Void** | 11/1/2023 | - | |
| | | | | - |
| 32368 | **Void** | 11/1/2023 | - | |
| | | | | - |
| 32369 | ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal | 11/2/2023 | 22,700.71 | |
| | | | | 22,700.71 |
| 32370 | ALESHIRE & WYNDER, LLP Monthly Legal Services | 11/2/2023 | 5,597.13 | |
| | | | | 5,597.13 |
| 32371 | BRYAN EQUIPMENT JC Equipment Maintenance | 11/2/2023 | 322.23 | |
| | | | | 322.23 |
| 32372 | CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS Annual Membership | 11/2/2023 | 135.00 | |
| | | | | 135.00 |
| 32373 | ClearSpan Fabric Structures International, Inc JR Fabric Cover Structure | 11/2/2023 | 196,789.21 | |
| | | | | 196,789.21 |
| 32374 | COASTAL TRACTOR JC Equipment Maintenance | 11/2/2023 | 124.32 | |
| | | | | 124.32 |
| 32375 | EDWARDS TRUCK CENTER, INC ML Vehicle Maintenance | 11/2/2023 | 1,611.55 | |
| | | | | 1,611.55 |
| 32376 | ENVIRO WORLD CORP JC Safety Supplies | 11/2/2023 | 947.29 | |
| | | | | 947.29 |
| 32377 | ERNESTO NATERA Tyler User Conference | 11/2/2023 | 220.43 | |
| | | | | 220.43 |
| 32378 | FIRST ALARM Adm Alarm Services | 11/2/2023 | 35.00 | |
| | | | | 35.00 |
| 32379 | FRESNO OXYGEN JC Equipment Maintenance | 11/2/2023 | 36.51 | |
| | | | | 36.51 |
| 32380 | GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance | 11/2/2023 | 27,450.45 | |
| | | | | 27,450.45 |
| 32381 | GONZALES ACE HARDWARE All Sites Facility Supplies | 11/2/2023 | 157.99 | |
| | | | | 157.99 |
| 32382 | GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies | 11/2/2023 | 159.55 | |
| | | | | 159.55 |
| 32383 | INFINITY STAFFING SERVICES, INC. JR Contract Labor | 11/2/2023 | 814.73 | |
| | | | | 814.73 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|--|------------|----------------------|-------------|
| 32384 | JOHN NAEGLE DOT & Safety Supplies | 11/2/2023 | 400.00 | 400.00 |
| 32385 | JT HOSE & FITTINGS All Sites Equipment Maintenance Supplies | 11/2/2023 | 707.59 | 707.59 |
| 32386 | La Neta Murals Education Center Mural | 11/2/2023 | 6,000.00 | 6,000.00 |
| 32387 | LIEBERT CASSIDY WHITMORE HR Legal Services | 11/2/2023 | 73.00 | 73.00 |
| 32388 | MANUEL TINAJERO CH & LR Facility Maintenance Mesh Ed Center | 11/2/2023 | 1,100.00 1,950.00 | 3,050.00 |
| 32389 | MISSION LINEN SUPPLY All Sites Uniforms | 11/2/2023 | 378.81 | 378.81 |
| 32390 | MONTEREY COUNTY HEALTH DEPARTMENT Quarterly Regional Fee | 11/2/2023 | 28,959.29 | 28,959.29 |
| 32391 | MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes | 11/2/2023 | 17,779.69 | 17,779.69 |
| 32392 | **Void** | 11/2/2023 | - | - |
| 32393 | NEU-SCAPES, INC. Jardin El Sol Maintenance | 11/2/2023 | 200.00 | 200.00 |
| 32394 | ODP BUSINESS SOLUTIONS, LLC HHW Office Supplies | 11/2/2023 | 70.06 | 70.06 |
| 32395 | ONE STOP AUTO CARE/V & S AUTO CARE, INC Ops Adm Vehicle Maintenance | 11/2/2023 | 600.63 | 600.63 |
| 32396 | PITNEY BOWES - POSTAGE Postage Meter Refill | 11/2/2023 | 2,030.00 | 2,030.00 |
| 32397 | PURE WATER BOTTLING All Sites Bottled Water | 11/2/2023 | 284.32 | 284.32 |
| 32398 | QUINN COMPANY JC Equipment Maintenance | 11/2/2023 | 1,342.92 | 1,342.92 |
| 32399 | R.D. OFFUTT COMPANY JC Equipment Maintenance | 11/2/2023 | 31.33 | 31.33 |
| 32400 | SACRAMENTO DRILLING, INC. JC LFG Well Drilling | 11/2/2023 | 73,280.00 | 73,280.00 |
| 32401 | SONSRAY MACHINERY LLC JC Org Equipment Maintenance | 11/2/2023 | 299.58 | 299.58 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|---|------------|--|-------------|
| 32402 | STERICYCLE, INC Adm Shredding Services | 11/2/2023 | 126.54 | 126.54 |
| 32403 | TELCO BUSINESS SOLUTIONS Monthly Network Support | 11/2/2023 | 245.35 | 245.35 |
| 32404 | THE DON CHAPIN COMPANY, INC. ML Portable Toilets | 11/2/2023 | 443.85 | 443.85 |
| 32405 | ULINE, INC. Ed Center Safety Supplies | 11/2/2023 | 895.81 | 895.81 |
| 32406 | VALERIO VARELA JR ML Vehicle Maintenance | 11/2/2023 | 1,375.00 | 1,375.00 |
| 32407 | Vasquez Fabrication, Inc. JC Equipment Maintenance | 11/2/2023 | 337.50 | 337.50 |
| 32408 | VOSTI'S INC JC Equipment Maintenance ML Vehicle Maintenance | 11/2/2023 | 416.23 84.28 | 500.51 |
| 32409 | US BANK CORPORATE PAYMENT SYSTEM Compressed Air Parts: CH Maintenance Supplies Amazon: RR Supplies Graniterock: JC Garden Supplies USPS: Admin Office Supplies Experian: Credit Reports Lowes: JC LFG Supplies Smart & Final: RR Supplies Knock Box: JC Facility Maintenance Relevant Industrial: CH Facility Maintenance Ziptie Sales: ML Transport Supplies Salinas Valley Ford: Admin Vehicle Maintenance Trak-4: JC Software Subscription PerfectWater: CH Maintenance Supplies Office Max: Admin Office Supplies AT&T: Finance Internet Services Amazon: RR Ed Center Supplies Amazon: Admin Office Supplies Amazon: JC Facility Maintenance Amazon: JC Facility Maintenance Acme Car Wash: RR Vehicle Maintenance Craigslist: RR Vehicle Supplies Royal Oaks Market: LR Supplies Royal Oaks Market: LR Supplies CSDA: 2023 Clerk Conference LCW: HR Training CSDA: 2023 Clerk Conference Easykeys: Admin Office Supplies Santa Fe: JC Safety Supplies Amazon: JC Maintenance Supplies Amazon: JC Facility Maintenance Foam Noodles: ML Transport Supplies Amazon: RR Ed Center Supplies | 11/8/2023 | 388.31 17.63 924.26 2.07 89.90 26.15 25.96 559.23 2,167.47 72.88 257.50 71.88 567.23 46.53 273.73 115.02 76.46 20.46 322.66 289.99 5.00 64.63 32.31 875.00 75.00 875.00 34.97 282.93 13.26 663.28 295.50 286.38 | |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|---|------------|---------------------|-------------|
| | Amazon: JC Vehicle Maintenance | | 21.49 | |
| | Zoom: Online Meetings | | 151.16 | |
| | | | | 9,991.23 |
| 32410 | **Void** | 11/8/2023 | - | |
| | | | | - |
| 32411 | **Void** | 11/8/2023 | - | |
| | | | | - |
| 32412 | **Void** | 11/8/2023 | - | |
| | | | | - |
| 32413 | **Void** | 11/8/2023 | - | |
| | | | | - |
| 32414 | Agile Occupational Medicine PC Pre-employment Physical JC | 11/8/2023 | 110.00 | |
| | | | | 110.00 |
| 32415 | AT&T SERVICES INC JC Telephone Service | 11/8/2023 | 55.12 | |
| | | | | 55.12 |
| 32416 | ATLAS ORGANICS CU11, LLC Organics Processing | 11/8/2023 | 136,073.28 | |
| | | | | 136,073.28 |
| 32417 | BRYAN EQUIPMENT JC Equipment Maintenance | 11/8/2023 | 113.10 | |
| | | | | 113.10 |
| 32418 | CESAR ZUÑIGA JC Vehicle Maintenance | 11/8/2023 | 167.48 | |
| | | | | 167.48 |
| 32419 | CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. HHW Hauling & Disposal | 11/8/2023 | 21,632.70 | |
| | | | | 21,632.70 |
| 32420 | DOUGLAS NOLAN School Assembly Program | 11/8/2023 | 3,000.00 | |
| | | | | 3,000.00 |
| 32421 | EDWARDS TRUCK CENTER, INC ML Vehicle Maintenance | 11/8/2023 | 12,865.44 | |
| | | | | 12,865.44 |
| 32422 | ERNEST BELL D. JR Janitorial Services | 11/8/2023 | 4,890.00 | |
| | | | | 4,890.00 |
| 32423 | ESTELA GUTIERREZ 1 Hardware Mesh | 11/8/2023 | 65.31 | |
| | | | | 65.31 |
| 32424 | FERGUSON ENTERPRISES INC #795 JC & SS Maintenance Supplies | 11/8/2023 | 2,746.64 | |
| | | | | 2,746.64 |
| 32425 | FRESNO OXYGEN JC Equipment Maintenance | 11/8/2023 | 83.32 | |
| | | | | 83.32 |
| 32426 | GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance | 11/8/2023 | 488.95 20,189.97 | |
| | | | | 20,678.92 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|---|------------|--------------------|-------------|
| 32427 | GONZALES ACE HARDWARE All Sites Facility Supplies | 11/8/2023 | 120.82 | 120.82 |
| 32428 | GRAINGER JC Facility Maintenance | 11/8/2023 | 107.12 | 107.12 |
| 32429 | GREEN RUBBER - KENNEDY AG, LP CH Facility Maintenance Supplies JC Facility Maintenance Supplies | 11/8/2023 | 31.97 504.18 | 536.15 |
| 32430 | GREEN VALLEY INDUSTRIAL SUPPLY, INC ML Vehicle Maintenance | 11/8/2023 | 251.95 | 251.95 |
| 32431 | INFINITY STAFFING SERVICES, INC. JC Contract Labor | 11/8/2023 | 971.55 | 971.55 |
| 32432 | JT HOSE & FITTINGS JC Facility Maintenance Supplies | 11/8/2023 | 420.19 | 420.19 |
| 32433 | KING CITY HARDWARE INC. JR Facility Maintenance Supplies | 11/8/2023 | 61.97 | 61.97 |
| 32434 | MANUEL TINAJERO LR Facility Maintenance | 11/8/2023 | 650.00 | 650.00 |
| 32434 | MANUEL TINAJERO LR Facility Maintenance | 11/8/2023 | (650.00) | (650.00) |
| 32435 | MISSION LINEN SUPPLY All Sites Uniforms | 11/8/2023 | 773.88 | 773.88 |
| 32436 | ODP BUSINESS SOLUTIONS, LLC All Sites Office Depot Supplies | 11/8/2023 | 2,079.02 | 2,079.02 |
| 32437 | O'REILLY AUTOMOTIVE STORES, INC. JC Equipment Maintenance Supplies | 11/8/2023 | 173.63 | 173.63 |
| 32438 | PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services | 11/8/2023 | 60.00 | 60.00 |
| 32439 | QED ENVIRONMENTAL SYSTEMS INC. CH Facility Maintenance | 11/8/2023 | 604.33 | 604.33 |
| 32440 | QUINN COMPANY JC Equipment Maintenance | 11/8/2023 | 1,676.17 | 1,676.17 |
| 32441 | R.D. OFFUTT COMPANY JC Equipment Maintenance Supplies | 11/8/2023 | 44.57 | 44.57 |
| 32442 | SAUL CARDENAS-IBARRA Media Creation Contract Illegal Dumping PSA | 11/8/2023 | 600.00 1,875.00 | 2,475.00 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|--|------------|----------------------------|-------------|
| 32443 | SCS FIELD SERVICES CH Remote Monitoring JC Remote Monitoring LR Remote Monitoring | 11/8/2023 | 350.00 225.00 350.00 | 925.00 |
| 32444 | SHARPS SOLUTIONS, LLC HHW Hauling & Disposal | 11/8/2023 | 300.00 | 300.00 |
| 32445 | SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel | 11/8/2023 | 10,216.67 | 10,216.67 |
| 32446 | ULINE, INC. HHW Safety Supplies | 11/8/2023 | 151.31 | 151.31 |
| 32447 | USA TOWING Adm Vehicle Towing RR Vehicle Towing | 11/8/2023 | 95.00 190.00 | 285.00 |
| 32448 | VALERIO VARELA JR JC & JR Equipment Vehicle & Maintenance | 11/8/2023 | 5,700.00 | 5,700.00 |
| 32449 | VALLEY FABRICATION, INC. All Sites Equipment Maintenance | 11/8/2023 | 1,974.09 | 1,974.09 |
| 32450 | VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance | 11/8/2023 | 360.61 | 360.61 |
| 32451 | WASTEQUIP LLC JC Org. Equipment Maintenance Supplies | 11/8/2023 | 793.04 | 793.04 |
| 32452 | ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal | 11/16/2023 | 200.00 | 200.00 |
| 32453 | Bendarock Inc. JR Safety Supplies | 11/16/2023 | 38.72 | 38.72 |
| 32454 | BLUE STRIKE ENVIRONMENTAL INC RR Consulting Services | 11/16/2023 | 1,939.20 | 1,939.20 |
| 32455 | CITY OF GONZALES Monthly Hosting Fees - Dec | 11/16/2023 | 20,833.33 | 20,833.33 |
| 32456 | EDUARDO ARROYO Electrical/lights at Ed Center | 11/16/2023 | 2,450.00 | 2,450.00 |
| 32457 | EDWARDS TRUCK CENTER, INC ML Vehicle Maintenance | 11/16/2023 | 978.13 | 978.13 |
| 32458 | Elevator Service Co. of Central California Inc. Common Area Elevator Maintenance | 11/16/2023 | 190.00 | 190.00 |
| 32459 | ERIC GARCIA JR Vehicle Maintenance ML Vehicle Maintenance | 11/16/2023 | 170.00 1,190.00 | 1,360.00 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|--|------------|----------------------|-------------|
| 32460 | F.A.S.T. SERVICES Monthly Board Interpreting Service | 11/16/2023 | 225.00 | 225.00 |
| 32461 | GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION Annual Conference Registration | 11/16/2023 | 500.00 | 500.00 |
| 32462 | GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance | 11/16/2023 | 3,471.65 | 3,471.65 |
| 32463 | GONZALES ACE HARDWARE All Sites Facility Supplies | 11/16/2023 | 77.82 | 77.82 |
| 32464 | GONZALES TIRE & AUTO SUPPLY JC Equipment Maintenance Supplies | 11/16/2023 | 1,035.66 | 1,035.66 |
| 32465 | **Void** | 11/16/2023 | - | - |
| 32466 | GRAINGER CH Facility Maintenance | 11/16/2023 | 4,420.37 | 4,420.37 |
| 32467 | GREEN VALLEY INDUSTRIAL SUPPLY, INC ML Vehicle Maintenance Supplies | 11/16/2023 | 314.09 | 314.09 |
| 32468 | LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement | 11/16/2023 | 325.00 | 325.00 |
| 32469 | Maestro Health FSA Service Fee | 11/16/2023 | 150.00 | 150.00 |
| 32470 | MISSION LINEN SUPPLY All Sites Uniforms | 11/16/2023 | 330.95 | 330.95 |
| 32471 | MONTEREY COUNTY HEALTH DEPARTMENT Annual Permit Fees Mo. Co. Vehicle Permit Fees | 11/16/2023 | 2,329.00 4,061.00 | 6,390.00 |
| 32472 | MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY Common Area Maintenance | 11/16/2023 | 536.92 | 536.92 |
| 32473 | NEU-SCAPES, INC. Common Area Maintenance | 11/16/2023 | 925.00 | 925.00 |
| 32474 | PURE WATER BOTTLING JC Org Water Service | 11/16/2023 | 13.75 | 13.75 |
| 32475 | QED ENVIRONMENTAL SYSTEMS INC. CH Facility Maintenance | 11/16/2023 | 527.04 | 527.04 |
| 32476 | QUINN COMPANY JC Equipment Maintenance | 11/16/2023 | 817.48 | 817.48 |
| 32477 | REPUBLIC SERVICES #471 Adm Bldg. Monthly Trash | 11/16/2023 | 92.51 | 92.51 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|--|------------|-----------------------|-------------|
| 32478 | ROSSI BROS TIRE & AUTO SERVICE All Sites Equipment Maintenance Supplies | 11/16/2023 | 7,522.33 | 7,522.33 |
| 32479 | S. GRONER ASSOCIATES Marketing Contract | 11/16/2023 | 15,652.28 | 15,652.28 |
| 32480 | SCS FIELD SERVICES All Sites Non-Routine Engineering Services All Sites Routine Engineering Services | 11/16/2023 | 4,931.00 16,800.00 | 21,731.00 |
| 32481 | SOLID WASTE ASSOCIATION OF NORTH AMERICA Association Memberships | 11/16/2023 | 275.00 | 275.00 |
| 32482 | SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel | 11/16/2023 | 34,676.96 | 34,676.96 |
| 32483 | Southern Counties Oil Co., a CA Limited Partnership JC & JR Biodiesel Fuel | 11/16/2023 | 6,346.70 | 6,346.70 |
| 32484 | STEVEN M. POUDRIER JC Special Dept Supplies | 11/16/2023 | 150.48 | 150.48 |
| 32485 | TODD V. RAMEY JC Engineering Services | 11/16/2023 | 2,387.00 | 2,387.00 |
| 32486 | WEST COAST RUBBER RECYCLING, INC JR Tire Diversion | 11/16/2023 | 2,365.00 | 2,365.00 |
| 32487 | WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Vehicle Maintenance | 11/16/2023 | 3,259.07 | 3,259.07 |
| 32488 | AT&T SERVICES INC HHW Telephone Service | 11/21/2023 | 86.51 | 86.51 |
| 32489 | CALIFORNIA WATER SERVICE All Sites Water Service | 11/21/2023 | 550.36 | 550.36 |
| 32490 | SALINAS HOLIDAY PARADE OF LIGHTS 2023 Parade of Lights Registration | 11/21/2023 | 350.00 | 350.00 |
| 32491 | A & G PUMPING, INC JR Portable Toilets | 11/30/2023 | 397.25 | 397.25 |
| 32492 | ADMANOR, INC CCRMC Monthly Media & Marketing Service | 11/30/2023 | 5,925.00 | 5,925.00 |
| 32493 | ALESHIRE & WYNDER, LLP Monthly Legal Services | 11/30/2023 | 401.80 | 401.80 |
| 32494 | AMERICAN SUPPLY CO. JC Janitorial Supplies | 11/30/2023 | 2,744.45 | 2,744.45 |
| 32495 | ARAM AND TAVIT KARABETIAN JC Facility Maintenance | 11/30/2023 | 200.59 | 200.59 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023



| Check # | Name | Check Date | Amount | Check Total |
|---------|--|------------|----------------------|-------------|
| 32496 | ATLAS ORGANICS CU11, LLC Compost Procurement | 11/30/2023 | 6,937.50 | 6,937.50 |
| 32497 | CALIFORNIA SURVEYING & DRAFTING SUPPLY INC JC Maintenance Supplies | 11/30/2023 | 165.00 | 165.00 |
| 32498 | COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance | 11/30/2023 | 356.31 | 356.31 |
| 32499 | COASTAL TRACTOR JC Vehicle Maintenance | 11/30/2023 | 16.92 | 16.92 |
| 32500 | COMCAST All Sites Internet Service | 11/30/2023 | 706.70 | 706.70 |
| 32501 | CORE & MAIN LP CH Facility Maintenance | 11/30/2023 | 587.64 | 587.64 |
| 32502 | DATAFLOW BUSINESS SYSTEMS INC. Adm Equipment Maintenance | 11/30/2023 | 17.57 | 17.57 |
| 32503 | ERIC GARCIA JR Vehicle Maintenance ML Vehicle Maintenance | 11/30/2023 | 170.00 1,190.00 | 1,360.00 |
| 32504 | GOLDEN STATE TRUCK & TRAILER REPAIR ML & JR Vehicle Maintenance ML Vehicle Maintenance | 11/30/2023 | 3,235.31 457.75 | 3,693.06 |
| 32505 | GONZALES ACE HARDWARE JC Facility Maintenance JR Facility Maintenance | 11/30/2023 | 41.96 79.40 | 121.36 |
| 32506 | GONZALES IRRIGATION SYSTEMS, INC. JC Facility Maintenance | 11/30/2023 | 213.50 | 213.50 |
| 32507 | GREEN RUBBER - KENNEDY AG, LP All Sites Facility Maintenance Supplies | 11/30/2023 | 965.59 | 965.59 |
| 32508 | GUERITO JC & Org Portable Toilets | 11/30/2023 | 1,435.00 | 1,435.00 |
| 32509 | HENLEY PACIFIC SF, LLC ML Vehicle Maintenance | 11/30/2023 | 117.56 | 117.56 |
| 32510 | HOPE SERVICES JC Litter Abatement | 11/30/2023 | 8,914.99 | 8,914.99 |
| 32511 | INFINITY STAFFING SERVICES, INC. JC Contract Labor JR Contract Labor | 11/30/2023 | 1,007.38 1,957.39 | 2,964.77 |
| 32512 | JT HOSE & FITTINGS All Sites Equipment Maintenance | 11/30/2023 | 356.79 | 356.79 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|---------|---|------------|-----------------|-------------|
| 32513 | KELLY-MOORE PAINT COMPANY INC. JC Facility Maintenance | 11/30/2023 | 612.39 | 612.39 |
| 32514 | KING CITY HARDWARE INC. JR Facility Maintenance Supplies | 11/30/2023 | 102.16 | 102.16 |
| 32515 | MANUEL TINAJERO Ed Center Tractor Work | 11/30/2023 | 1,300.00 | 1,300.00 |
| 32516 | MCMASTER-CARR SUPPLY COMPANY JC Facility Maintenance | 11/30/2023 | 233.87 | 233.87 |
| 32517 | MISSION LINEN SUPPLY All Sites Uniforms | 11/30/2023 | 389.79 | 389.79 |
| 32518 | MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS Monthly Sewer Service | 11/30/2023 | 35.58 | 35.58 |
| 32519 | ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies | 11/30/2023 | 687.05 | 687.05 |
| 32520 | PACIFIC CREST ENGINEERING INC JC Consulting Engineering | 11/30/2023 | 450.00 | 450.00 |
| 32521 | PRICILLIA RODRIGUEZ JR Hauling Services | 11/30/2023 | 7,018.78 | 7,018.78 |
| 32522 | PURE WATER BOTTLING All Sites Water Service | 11/30/2023 | 422.65 | 422.65 |
| 32523 | QUINN COMPANY JC Equipment Maintenance | 11/30/2023 | 7,578.69 | 7,578.69 |
| 32524 | R.D. OFFUTT COMPANY JC Equipment Maintenance | 11/30/2023 | 459.99 | 459.99 |
| 32525 | RAMON N VALLEJO HR Livescans | 11/30/2023 | 114.00 | 114.00 |
| 32526 | REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal Supplies | 11/30/2023 | 89.88 | 89.88 |
| 32527 | RICHARD FRENCH JC Facility Maintenance | 11/30/2023 | 700.00 | 700.00 |
| 32528 | ROSSI BROS TIRE & AUTO SERVICE JR Vehicle Maintenance | 11/30/2023 | 142.59 | 142.59 |
| 32529 | SAFETEQUIP JC Org Safety Supplies | 11/30/2023 | 140.95 | 140.95 |
| 32530 | SONSRAY MACHINERY LLC JC Equipment Maintenance JC Org Equipment Maintenance | 11/30/2023 | 677.36 81.32 | 758.68 |

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2023 to 11/30/2023

| Check # | Name | Check Date | Amount | Check Total |
|------------------------------|---|------------|--------------------|----------------------------|
| 32531 | SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel JC Org Biodiesel Fuel | 11/30/2023 | 9,692.63 875.31 | 10,567.94 |
| 32532 | TELCO BUSINESS SOLUTIONS Monthly Network Support | 11/30/2023 | 632.84 | 632.84 |
| 32533 | VALERIO VARELA JR All Sites Equipment Maintenance | 11/30/2023 | 6,335.00 | 6,335.00 |
| 32534 | **Void** | 11/30/2023 | - | - |
| 32535 | Vasquez Fabrication, Inc. JC Facility Maintenance | 11/30/2023 | 2,400.00 | 2,400.00 |
| 32536 | VERIZON WIRELESS SERVICES Monthly Internet Service | 11/30/2023 | 190.05 | 190.05 |
| 32537 | VOSTI'S INC All Sites Equipment Maintenance Supplies | 11/30/2023 | 613.02 | 613.02 |
| 32538 | W&W MARKETING GROUP, INC. RR Uniforms | 11/30/2023 | 1,593.04 | 1,593.04 |
| 32539 | WESTERN EXTERMINATOR COMPANY JC Exterminator Services | 11/30/2023 | 93.00 | 93.00 |
| 32540 | ZUKUNFT INC. HHW Vehicle Maintenance | 11/30/2023 | 444.74 | 444.74 |
| 24-00212-DFT | Bradford E Fox 2017 210L EP Skip Loader | 11/1/2023 | 54,000.00 | 54,000.00 |
| 24-00215-DFT | REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 ML Rent | 11/30/2023 | 16,883.54 | 16,883.54 |
| 24-00218-DFT | INTERMEDIA Email Exchange Service | 11/4/2023 | 417.52 | 417.52 |
| Total: | | | | <u>941,592.80</u> |
| Payroll Disbursements | | | | <u>1,312,461.12</u> |
| Grand Total | | | | <u><u>2,254,053.92</u></u> |

| | |
|---|--|
|  <p>Report to the Board of Directors</p> | <p>ITEM NO. 3</p> <hr/> <p>N/A</p> <p>Finance and Administration Manager/ Controller/Treasurer</p> <hr/>  <p>General Manager/CAO</p> <hr/> <p>N/A</p> <p>Authority General Counsel</p> |
| <p>Date: January 18, 2024</p> <p>From: Mandy Brooks, Resource Recovery Manager</p> <p>Title: Member and Interagency Activities Report for November and December 2023</p> | |

RECOMMENDATION

Staff recommends that the Board accept this item. The report is intended to keep the Board apprised of activities and communications with member agencies and regulators.

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from the FY 2022-23 Strategic Planning Goal setting process.

- "High-quality Community Engagement": Continue to deliver the public education strategy.

The Authority provides a wide array of recycling and waste recovery services and programs to the public including local businesses, schools, multifamily complexes and participates in numerous community events and cleanups. Providing monthly reports highlighting these activities ensures that the strategic goal is being met.

FISCAL IMPACT

This agenda item is a routine operational item and does not have a direct budget impact.

DISCUSSION & ANALYSIS

Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

Johnson Canyon Landfill & Composting Facility: The monthly inspections for the Johnson Canyon Landfill and Composting Facility were conducted on Nov 21 and in December. No violations or areas of concern were noted during the inspections.

Jolon Road Transfer Station: The monthly inspections for Jolon Road Transfer Station were conducted on Nov 15 and Dec 18. No violations or areas of concern were noted during the inspections.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill and Lewis Road Landfill were conducted on Dec 14; no areas of concern nor any violations were issued for either of the closed facilities.

Central Coast Regional Water Quality Control Board

The annual inspections of Jolon Rd Transfer Station and Johnson Canyon Landfill were conducted on Dec 18th. No areas of concern or violations were noted for either

inspection. The annual inspections for the closed landfills, Crazy Horse and Lewis Rd, were also conducted on Dec. 18th with no areas of concern or violations noted.

Gonzales Clothing Closet

The Clothing Closet continues to be open Tuesdays - Thursdays from 3:00pm to 5:00pm. The end of year 2023 totals are also included in the table below.

| CY 2023 | # of Volunteers | Hours | Clothing Items Distributed | # of Families Served | # of Family Members Served |
|-------------------------------|------------------------|--------------|-----------------------------------|-----------------------------|-----------------------------------|
| Oct 2023 | 2 | 88 | 760 | 36 | 191 |
| Nov 2023 | 2 | 62 | 769 | 34 | 155 |
| Dec 2023 | 3 | 85.5 | 532 | 37 | 133 |
| Q4 2023 Totals | 2.3 (AVG) | 235.5 | 2,061 | 107 | 479 |
| End of Yr. 2023 TOTALS | 3.6 (AVG) | 912.5 | 9,216 | 454 | 2,052 |

Clean Up Events

A total of two (2) cleanup events occurred in November with the results from the events listed in the table below, including the Oct Salinas.

| Date | Location | Hauler/ Volunteer Group | Trash (tons) | Recycling (tons) | ABOP Materials (SVR) | Diversion % |
|-------------|-----------------|--------------------------------|---------------------|-------------------------|-----------------------------|--------------------|
| Oct 21 | Salinas Dist. 6 | Republic Services | 8.8 | 8.6 | n/a | 49% |
| Nov 4 | Salinas Dist. 4 | Republic Services | 8.2 | 4.8 | n/a | 37% |
| Nov 4 | Pajaro | WM | 7.3 | 14.5 | 1,003 lbs. | 33% |

HHW Mobile Collection Events

The second Household Hazardous Waste (HHW) Mobile Collection event was held on Sat Oct 14th from 8am – Noon at the Salinas Valley Fairgrounds in King City in conjunction with WM's community cleanup event. Eleven (11) reservations were made prior, but 55 cars came thru during the event. Results from this event are provided below. A third event is being planned for early 2024 in the Pajaro community.

| Date | Location | Agency/ Hauler | # of Cars served | Top HHW Materials Collected | Total Weight |
|-------------|-----------------|-----------------------|-------------------------|------------------------------------|------------------------|
| Oct 14 | KING CITY | SVR/Clean Earth | 55 | Paint & Motor Oil | 2,665lbs. or 1.33 tons |

FY 23-24 Current & Future Events with SVR Staff Participation

| | | |
|-------------|----------|---|
| Gonzales: | 12/09/23 | Holiday Parade |
| | 01/12/24 | 1383 Lid Flips with TCD |
| | 04/05/24 | JC Landfill Tour: Oregon Refuse & Recycling Association |
| Greenfield: | 01/11/24 | 1383 Lid Flips with TCD |

| | | |
|------------|----------|---|
| | 04/20/24 | Community Cleanup & ABOP Collection, PW Yard |
| King City: | 12/01/23 | Chamber of Commerce Christmas Parade, Broadway |
| | 04/13/24 | Community Cleanup & ABOP Collection, SV Fairgrounds |
| Salinas: | 11/26/23 | Holiday Parade of Lights, So Main St |
| | 01/27/24 | Composting Workshop, Jardin El Sol, Sun St. |
| | 02/24/24 | Composting Workshop, Jardin El Sol, Sun St. |
| Soledad: | 12/02/23 | Christmas Parade, Front St |
| | 01/08/24 | 1383 Lid Flips with TCD |
| | 01/10/24 | 1383 Lid Flips with TCD |
| Mo County: | 01/23/24 | Business Waste Assessment, Portola Dr. |
| | 03/23/24 | Composting Workshop, Rancho Cielo Garden |
| | 04/06/24 | Pajaro Community Cleanup & ABOP Collection |

BACKGROUND

Established in November 2014 as part of the FY 14-15 Strategic Plan 3-year goal to increase public access, involvement, and awareness of Salinas Valley Recycles activities, the monthly report keeps the Board apprised of communications with member agencies and regulators. In addition, the report has evolved over the years to also include a current and future event list to inform Board members and the public of community events and cleanups occurring in each member agency's service area.

ATTACHMENT(S) None



Report to the Board of Directors

ITEM NO. 4

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

Date: January 18, 2024

From: C. Ray Hendricks, Finance and Administration Manager

Title: December 2023 Quarterly Investments Report

RECOMMENDATION

Staff recommends that the Board accepts the December 2023 Quarterly Investments Report.

The investment policy requires that the treasurer render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter.

STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Authority's strategic plan.

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$32,500,888.94 (94.62%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended December 31, 2023, the LAIF effective yield was 3.929%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$159.4 Billion as of November 30, 2023. The Authority's LAIF investment of \$32,500,888.94 represents .020% of the PMIA. Attached is a summary of the PMIA portfolio as of January 10, 2024.

ATTACHMENT(S)

1. December 31, 2023 Cash and Investments Report
2. January 10, 2024 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
December 31, 2023

| Issuer/Investment | Rate | Balance | Maturity | Moody's Rating |
|---|--------|-------------------------|----------|-------------------|
| Investments Managed by Authority Treasurer: | | | | |
| Petty Cash | - | \$ 1,400.00 | N/A | N/A |
| General Checking Account | - | 16,848.41 | Same day | Aa2 |
| Payroll Checking account | - | 10,000.00 | Same day | Aa2 |
| General Deposit Account | - | 1,000.00 | Same day | Aa2 |
| Scalehouse Deposit Account | - | 40,520.93 | Same day | Aa2 |
| FSA Checking Account | - | 3,543.90 | Same day | Aa2 |
| LAIF | 3.929% | 32,500,888.94 | Same day | N/A |
| LAIF - FMV Adjustment | | (431,729.16) | | |
| Rabobank PIMMA Account | | 2,207,457.53 | Same day | Aa2 |
| CEPPT Restricted Fund | | - | | |
| | | <u>\$ 34,349,930.55</u> | | |

The Authority has sufficient liquidity to meet expenditure requirements for the next 6 months.





PMIA/LAIF Performance Report as of 1/10/23



Quarterly Performance Quarter Ended 09/30/23

| | |
|--|---------------------|
| LAIF Apportionment Rate ⁽²⁾ : | 3.59 |
| LAIF Earnings Ratio ⁽²⁾ : | 0.00009812538629360 |
| LAIF Administrative Cost ^{(1)*} : | 0.29 |
| LAIF Fair Value Factor ⁽¹⁾ : | 0.986307739 |
| PMIA Daily ⁽¹⁾ : | 3.48 |
| PMIA Quarter to Date ⁽¹⁾ : | 3.42 |
| PMIA Average Life ⁽¹⁾ : | 256 |

PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----------|---------|
| December | 3.929 |
| November | 3.843 |
| October | 3.670 |
| September | 3.534 |
| August | 3.434 |
| July | 3.305** |

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/23 \$159.4 billion

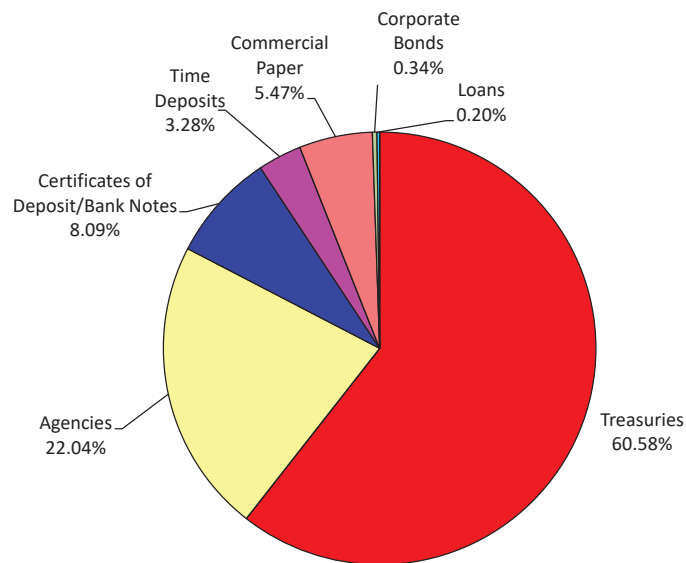


Chart does not include \$2,218,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

** Revised

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: January 18, 2024

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Authorizing the Professional Services Agreement with Zero Foodprint for Compost Procurement Services in the Amount of \$108,420

RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution authorizing the professional services agreement with Zero Foodprint for Compost Procurement services in an amount of \$108,412 to meet the SB 1383 Annual Procurement targets for member cities.

STRATEGIC PLAN RELATIONSHIP

This item relates to the Strategic Plan Goal to "Comply, adapt, and respond to regulatory changes".

FISCAL IMPACT

The agreement with Zero Foodprint (ZFP) is for \$108,420 and is based on \$39 per ton for approximately 2,780 tons of compost or 35% of the totals shown in the table below. The \$39/ton is inclusive of all ZFP's administrative fees. The Authority administers the SB 1383 Local Assistance Grant Program 2021-22 funds on behalf of the cities and will utilize these funds for the contract. The contract term is through December 31, 2024, with an option to amend for two (2) additional years.

DISCUSSION & ANALYSIS

Through the Direct Service Provider agreements with Atlas Organics, each jurisdiction met their 2023 30% procurement targets and most of the cities and County have agreed to extend those agreements for an additional year. For 2024, the procurement target increases to 65% and the table below shows each jurisdiction's target and tonnage allocation based on the ZFP agreement:

| Member Jurisdiction | 2024 – 65% Compost Procurement Target Totals (Tons) | ZFP Agreement Compost Tonnage Allocation (Tons) | % of 2024 Compost Procurement Target to be Met |
|---------------------|---|---|--|
| Salinas | 4,831.63 | 1,667.88 | 35% |
| Soledad | 737.41 | 250.18 | 34% |
| King City | 451.65 | 166.79 | 37% |

| | | | |
|-------------------|-----------------|-----------------|------------------|
| Gonzales | 255.98 | 83.39 | 33% |
| Greenfield | 554.94 | 194.59 | 35% |
| County (SVR area) | 1,223.44 | 416.97 | 34% |
| TOTALS | 8,055.06 | 2,780.00 | 35% (AVG) |

Entering into an agreement with Zero Foodprint (ZFP) will expand the procurement network for 2024. ZFP has a network of technical experts, agricultural organizations, and hundreds of farms and ranches throughout the state, and they have the experience and the expertise to procure compost and utilize it towards long term greenhouse gas reductions.

ZFP's farmer-facing Compost Connector program matches farms and ranches seeking compost with funding from jurisdictions interested in meeting the procurement targets. The Compost Connector reduces the associated hauling and application costs for farms and ranches and creates the financial opportunities for additional compost use.

ZFP will utilize Atlas Organics products when applicable and provide all the required document tracking and reporting as well as provide climate benefit reporting, Climate Action Plan integration, project specific photographs, and possibly listing our projects on Regen Network.

BACKGROUND

Beginning January 1, 2022, SB 1383 required cities and counties to annually procure a quantity of recovered organic waste products (compost, mulch, etc.) to meet their annual procurement target. The initial targets are based on population (per the California Department of Finance's 2021 population data and will be recalculated every five years) and on CalRecycle's per capita procurement target of 0.08 tons of organic waste per California resident per year. In 2022, the State passed AB 1985 to assist with the procurement requirements, by phasing in the requirement over 3 years; 30% in 2023, 65% in 2024 and 100% in 2025.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Agreement with Zero Foodprint
3. Exhibit B – Exhibit A-1 Scope of Services

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH ZERO FOODPRINT
FOR COMPOST PROCUREMENT SERVICES IN THE AMOUNT OF \$108,420**

WHEREAS, beginning January 1, 2022, SB 1383 requires cities and counties to annually procure a quantity of recovered organic waste products (compost, mulch, etc.) to meet their annual procurement target; and,

WHEREAS, for 2024 the compost procurement targets for the cities increase to 65%; and,

WHEREAS, the Authority administers the SB 1383 Local Assistant Grant funds on behalf of the cities; and

WHEREAS, the Authority wishes to enter into an agreement with Zero Foodprint to assist the cities in meeting their 2024 compost procurement targets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to authorize the Professional Services Agreement with Zero Foodprint for compost procurement services, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of January 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
ZERO FOODPRINT**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 18th day of January, 2024 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Zero Foodprint, a California nonprofit (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

~~(a) — Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.~~

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 126 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.6 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum

contract amount of One Hundred and Eight Thousand and Four Hundred and Twenty Dollars (\$108,420) (“Contract Sum”).

2.2 Invoices. The Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred by March 1, 2024 in a form approved by Authority’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

The invoice shall be submitted by email to ap@svswa.org and is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant’s first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is

first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the

parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than December 31, 2024, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Leo Beckerman is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

4.2 Project Manager. Mandy Brooks, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

~~(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.~~

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents

(“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.5 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.6 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages),

and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 126 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's

consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which

said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

AUTHORITY:

**SALINAS VALLEY SOLID WASTE
AUTHORITY**, a California Joint Powers
Authority

R. Patrick Mathews, General Manager/CAO

ATTEST:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

CONSULTANT:

Zero Foodprint

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 CALIFORNIA

COUNTY OF _____

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 CALIFORNIA

COUNTY OF _____

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
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☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT “A-1”

**ZERO FOOTPRINT
SCOPE OF SERVICES**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section 1.13a. is stricken from the agreement as it is not a requirement of this agreement:

(a.) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

Section 5.1c. is stricken from this agreement as it is not a requirement of this agreement:

(c.) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- III. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- IV. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- V. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- VI. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

FEE SCHEDULE

| Zero FoodPrint Compost Procurement Pricing | |
|---|------------------|
| Cost per Ton* | \$39/ton |
| Total Tons | 2,780 |
| 2024 Total Procurement Cost | \$108,420 |

**The cost per ton is inclusive of all Zero Foodprint’s administrative costs.*

EXHIBIT “D”

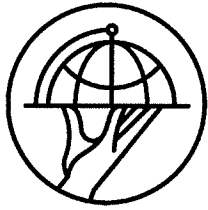
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT “D-1”

SCHEDULE

Consultant shall perform all required work and services no later than December 31, 2024.



Proposal to the Salinas Valley Solid Waste Authority for SB1383 Compost Procurement

Overview:

Zero Foodprint is pleased to submit our proposal to the Salinas Valley Solid Waste Authority to help meet the 2024 procurement requirements of the California Senate Bill 1383 (SB1383). Zero Foodprint has the experience and network to oversee compost procurement and use in agriculture throughout California. Our focus on regenerative agriculture means that each ton of compost procured not only avoids short lived climate pollutants, but promotes long term carbon sequestration within the state, supporting the health of our soil, our food, and our population.

Proposal:

Zero Foodprint will provide compost procurement and record keeping for the Salinas Valley Solid Waste Authority to assist with the 2024 procurement targets for the following jurisdictions: Gonzales, Greenfield, King City, Salinas and Soledad. Zero Foodprint will procure at least 2,780 tons of compost for a total cost of \$108,420.00, or \$39 per ton of compost.

SB1383 Background:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). Effective January 1, 2022 the law mandates that businesses and governments divert organic waste away from landfills and instead use composting, anaerobic digestion, and other methods to recycle organic waste. As part of this effort, the law requires the procurement of compost that meets certain specifications.

Each Jurisdiction in California is required to procure quantities of Recycled Organic Waste Products (ROWP) based on their population. The per capita procurement target equals 0.08 tons of organic waste per resident per year. For example, the City of Salinas's population, calculated at 160,206, equates to a ROWP procurement target of 12,816 tons. Compost, one of four acceptable ROWPs, is valued at the highest equivalent—meaning that .58 tons of compost is considered 1 ton of ROWP. Thus the City of Salinas's ROWP target can be calculated as 7,433.3 tons of compost. (12,816 tons ROWP multiplied by .58 tons of compost).

CalRecycle provides the following explanation¹:

"A jurisdiction's procurement target is calculated by multiplying the per capita procurement target (0.08 tons of organic waste per California resident per year) by the jurisdiction population, as reported by the California Department of Finance (DOF): Population Estimates for Cities, Counties, and the State [see 14 CCR Section 18993.1(c)]. For more information, visit Recovered Organic Waste Product Procurement.

For the first year of compliance, 2022, jurisdictions' procurement targets will utilize the January 1, 2021, population estimates reported by the DOF. Jurisdiction procurement targets will be recalculated every five years to reflect population changes. As such, annual procurement targets for the 2022 compliance year will be in effect from January 1, 2022, through December 31, 2026."

In September 2022, California passed AB1985, approving adjustments to SB1383, including the targets of ROWP procurement. This Bill provides a step up approach to 100% of procurement targets, by adjusting the targets as follows: 2023, 30% of the procurement targets; 2024, 65%; and 2025 and beyond, 100% of procurement targets. Thus, using the City of Salinas as an example, the 2023 procurement targets become 3,844.8 tons ROWP 2,230.0 tons compost), 2024 targets become 8,330.4 tons ROWP (4,831.6 tons compost), and 2025 targets become 12,816.0 tons ROWP (7,433.3 tons of compost).

About Zero Foodprint:

Zero Foodprint is a California nonprofit organization that works to fight climate change through growing food. In collaboration with food businesses such as restaurants and groceries, farmers, and communities our work builds a more sustainable food system. The organization was founded in 2015 with the goal of reducing the carbon footprint of the food industry.

Since 2020, Zero Foodprint has focused on regenerative and climate smart agriculture as a way to draw down greenhouse gas emissions, and increase the health of the food system. Regenerative agriculture is an approach to farming that emphasizes soil health, biodiversity, and ecosystem services, with the aim of enhancing the long-term sustainability and resilience of agricultural systems. In addition, the organization offers technical support to farmers on how to use compost effectively to improve soil health and productivity, and promotes the adoption of regenerative agriculture practices more broadly. To date Zero Foodprint has provided nearly \$2 Million to farms and ranches in California to support the implementation of these practices.

¹ <https://calrecycle.ca.gov/organics/slcp/faq/recycledproducts/>

Composting is an essential component of regenerative agriculture because it helps to rebuild soil organic matter and improve soil health. It is also a cost effective way to sequester CO₂. This is in addition to the reduction of greenhouse gas emissions that come from diverting organic waste from landfills, where it would otherwise decompose and release methane, a potent greenhouse gas.

By working with local communities and businesses on collective action and funding, Zero Foodprint is helping to build a more sustainable and resilient food system.

Zero Foodprint has provided procurement services to numerous Jurisdictions, completing compost procurement and record keeping on their behalf. Zero Foodprint is in frequent contact with CalRecycle regarding SB1383 and procurement of ROWP. This procurement program has been designed to meet jurisdiction's needs and CalRecycle's requirements.

Zero Foodprint is also active in the compost industry, including membership in the US Composting Council and holding a board position in the CA Association of Compost Producers.

Compost Connector:

Zero Foodprint (ZFP) is uniquely positioned to administer the procurement and use of compost in California. With a network of scores of technical experts, agricultural organizations, and hundreds of farms and ranches throughout the state, we have the experience and the expertise to procure compost and utilize it towards long term greenhouse gas drawdown.

In response to SB1383, ZFP created the farmer-facing program Compost Connector. This program matches farms and ranches seeking compost with funding from jurisdictions interested in meeting the procurement targets.

The real world costs of using compost in agriculture are high, and the compost itself can often be the lowest cost. In addition to the material itself, transportation and application. These costs average \$75 to \$100 per ton of compost, once it is hauled to a farm and spread on the crops. Compost Connector reduces these costs for farms and ranches and creates the financial opportunities for additional compost use. In many cases Zero Foodprint contributes its own funds in addition to jurisdiction procurement funds to execute these compost application projects.

In addition to the procurement services, Zero Foodprint maintains all records of the compost transaction and use, providing project level details and reporting. These reports will provide the Salinas Valley Solid Waste Authority with simple compliance and reporting to CalRecycle. When farms and ranches utilize compost following

specific agricultural practice standards, Zero Foodprint is able to model the carbon sequestration utilizing COMET. COMET is a database and modeling tool designed by Colorado State University in partnership with the USDA and California Department of Food and Agriculture. This information can assist the Salinas Valley Solid Waste Authority in both its procurement targets and any climate action plans or decarbonization plans through nature based climate solutions. A sample report is attached to this proposal.

Zero Foodprint

SCOPE OF SERVICES

The Work.

1. The purpose of the work to be provided by Zero Foodprint to Salinas Valley Solid Waste Authority (SVSWA) is to facilitate SVSWA's compliance with Senate Bill ("SB") 1383's recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.) ("SB 1383 Regulations").
2. Zero Foodprint will use funds provided by SVSWA pursuant to section 3, below, to provide reimbursements to incentivize farmers and other compost users ("Farmers") to acquire and use recovered organic waste product ("compost") that complies with the requirements of the SB 1383 Regulations.
3. Zero Foodprint will require Farmers to use compost only from acceptable sources per SB 1383 Regulations sec. 18993.1(f)(1) and will require that Farmers use the compost in a manner that satisfies the requirements of the SB 1383 Regulations.
4. Zero Foodprint will obtain from Farmers necessary documentation to ensure compliance with SB 1383 Regulations and provide that documentation to SVSWA.
5. Zero Foodprint will procure compost on SVSWA's behalf from Atlas Organics for projects that are within a 50-mile radius of the Gonzales, CA Facility.
6. Zero Foodprint will ensure that any compost procured on SVSWA's behalf is not applied toward the SB 1383 recovered organic waste product procurement target of any other jurisdiction except as authorized by SVSWA.
7. Zero Foodprint and SVSWA agree that the Farmers are intended to be Direct Service Providers to SVSWA pursuant to SB 1383 Regulations sec. 18982(17). If Zero Foodprint itself procures the compost on behalf of SVSWA, Zero Foodprint shall be the Direct Service Provider to SVSWA pursuant to SB 1383 Regulations sec. 18982(17).

Procurement Goal.

8. Zero Foodprint will ensure that 2,780 tons or the equivalent or more of compost is procured on SVSWA's behalf.

Documentation Provided to SVSWA.

9. Zero Foodprint will provide to SVSWA the following documentation to verify procurement of compost by the Farmers on SVSWA's behalf, in accordance with SB 1383 Regulations sec. 18993.2:
 - a. Agreements between Zero Foodprint and the Farmers;
 - b. Name, physical location, and contact information of each entity, operation, or facility from which the compost was procured;

- c. Amount of compost procured;
 - d. General description of how the compost was used;
 - e. Description of where the compost was applied;
 - f. Invoices or receipts for purchase of the compost.
10. Zero Foodprint will provide the documentation listed in Section 9 to SVSWA no later than sixty (60) days after the end of the Procurement Term.
11. If the California Department of Resources Recycling and Recovery (“CalRecycle”) or other City with oversight over SVSWA's compliance with SB 1383 and the SB 1383 Regulations requests from SVSWA further documentation to establish procurement and use of the compost, Zero Foodprint will work with SVSWA to identify, obtain, and/or provide such documentation.

Compost Requirements

12. As required in 14 CCR 18993.1(f)(1), compost procured to perform the Services shall meet the following criteria:

1) Materials:

a) Acceptable materials are:

- i) Compost, including fine, medium, and coarse compost.
- ii) The portion of topsoil, biotreatment soil mix, or other blend that is compost.
- iii) See attached specification for additional requirements.

b) Unacceptable materials include:

- i) Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 – 17868.3.1.
- ii) Uncomposted compostable materials, including:
 - (1) Digestate
 - (2) Biosolids/sewage sludge
 - (3) Manure
 - (4) Tree trimmings and green waste
- iii) Biochar
- iv) Fertilizers and soil amendments, including:
 - (1) synthetic fertilizer
 - (2) nitrolized sawdust
 - (3) gypsum
 - (4) urea
- v) Topsoil, fill (except as described in (1)(a)(ii))

2) Sources:

- a) Acceptable sources of compost: (per 14 CCR 18993.1(f)(1)):
 - i) A compostable material handling facility with a Full Solid Waste Facility Permit or

Registration Permit, or that is authorized under the Enforcement City Notification Tier under 14 CCR § 17854.1

ii) A large volume in-vessel digestion facility that composts on-site.

3) Definitions:

- a) “Biochar” means the charcoal product of biomass conversion through pyrolysis (along with ash and syngas).
- b) “Biosolids” means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)
- c) “Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)
- d) “Compostable material” means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)
- e) “Compostable Material Handling Facility permitted or authorized by [14 CCR § 17854.1](#)” means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994.
- f) “Digestate” means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)
- g) “Large Volume In-vessel Digestion Facility” means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)
- h) “Manure” is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18)



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority General Counsel

Date: January 18, 2024

From: Janna Faulk, Recycling Coordinator

Title: Monterey County Health Department,
Environmental Health Bureau, Calendar Year
2022 Used Motor Oil and Filter Recycling
Program Annual Report

RECOMMENDATION

Staff recommends that the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goals to “Comply, Adapt, and Respond to Regulatory Changes” and to provide “High-Quality Community Engagement” by continuing to partner with the Monterey County Health Department, Environmental Health Bureau (MCEHB) to educate the public and commercial customers on how and where to properly recycle used motor oil and oil filters.

FISCAL IMPACT

There is no fiscal impact to the Authority for MCEHB to provide these services.

A total of \$ \$91,682 was awarded to MCEHB from the California Department of Resources Recycling and Recovery's (CalRecycle) 12th Cycle of the Used Oil Payment Program (OPP) funding. This funding was allocated to MCEHB to administer the program as the Lead Agency. MCEHB uses the funding to provide countywide used oil and oil filter recycling services and education.

DISCUSSION & ANALYSIS

When the member cities assigned their funds to MCEHB, the Authority's Board required a series of goals and objectives from MCEHB including an annual report for the Board. The attached report was received on December 15, 2023 and covers the period of January 1, 2022 through December 31, 2022.

The purpose of the report is to describe the tasks and accomplishments performed to maintain and enhance existing used motor oil and used oil filter recycling services available to the residents located within the Authority's service area.

CY 2022 Program Highlights:

- Residential Drop-off Centers: A total of 80,685 gallons of used oil was collected at the 16 Certified Collection Centers in the Authority's service area. Filter data was not provided for drop-off centers in 2022. This represents an approximate increase of 5.4% in used oil collected in the Authority's service area compared to CY 2021.

- Residential Curbside Collection: A total of 16,500 gallons of used oil and 5,925 used oil filters were collected from the Authority's service area. This represents an approximate 31% decrease in used oil and decrease of 10% in used oil filters collected in the Authority's service area compared to CY 2021.
- Filter Exchange Events: Six filter exchange events were incorporated into South County community clean up events. MCEHB staff provided vouchers for a free filter from a local auto store in exchange for a used oil filter dropped off for recycling at the event. In total 172 vouchers were given and 90% (154) vouchers were redeemed for a new oil filter.
- Agricultural Oil and Filter Drop off Program: A total of 50,375 gallons of used oil and 25,750 filters were collected from Agricultural Oil & Filter Collection Centers, all of which are located within the Authority's service area. This represents a 19% decrease in used oil and no change in used oil filters collected compared to calendar year 2021.

BACKGROUND

Since 1994, MCEHB has provided a comprehensive countywide Used Motor Oil & Filter Recycling Program. By utilizing the State's Oil Payment Program (OPP) funding from CalRecycle, MCEHB has established services and developed programs to serve the needs of the residential, agricultural and marina communities throughout Monterey County. MCEHB maintains these services on an ongoing basis. By acting as the Lead Agency and combining funding from each jurisdiction, an economy of scale is created which greatly benefits the Cities and County, allowing for uniform promotion of the programs through various media outlets.

The CalRecycle OPP funding is a non-competitive payment process available to local governments (city or county) in which payment is calculated and allocated to recipients on a per capita basis using the Department of Finance's population statistics. Each funding cycle is a 2-year term that must be applied for annually. The application process requires MCEHB to submit an adopted Resolution or Letter of Commitment stating that it is applying as a Regional Lead. Each of the Cities must also submit a Letter of Authorization that authorizes MCEHB to apply for OPP funding, implement the program, and administer the OPP funds on its behalf. A new Letter of Authorization is required from each City for each application cycle in order to receive the funding allocated for the specific payment cycle. Each City can choose to manage the program or allocate it to MCEHB or another agency it may choose to designate.

ATTACHMENT(S)

1. Monterey County Used Oil & Filter Recycling Program Annual Report, CY 2022

County of Monterey

**Monterey County
Used Oil & Filter Recycling
Program Annual Report to
the Salinas Valley Recycles**

Administrator

**Monterey County Used Oil & Filter Recycling Program
Annual Report to the Salinas Valley Solid Waste Authority
Calendar Year 2022**

Executive Summary

Since 1994, the Monterey County Health Department, Environmental Health Bureau (MCEHB) has effectively administered the Countywide Used Oil & Filter Recycling Program on behalf of all the cities and unincorporated area of Monterey County.

The MCEHB ensures the proper disposal and recycling of used oil and used oil filters to prevent, or at least minimize, illegal dumping by implementing simple, convenient solutions to dispose and recycle used oil and used oil filters for residents, farmers, and boaters in Monterey County through:

- A curbside collection program.
- Take back events.
- Collection at Certified Collection Centers (CCC) and non-certified collection centers.

MCEHB conducts a variety of education and outreach activities to:

- Educate the Monterey County community regarding the proper disposal of used oil and used oil filters.
- Distribute residential oil and filter collection kits (with support from all haulers).
- Conduct annual site visits with each of the Certified Collection Centers.
- Promote the various free and convenient outlets for proper disposal of used oil and filters.
- Provide education and outreach at community events.
- Services are also advertised using radio, newspaper, website, and other sources.

The program ensures the collection equipment located at various collection centers are in good working condition. MCEHB also ensures compliance with all requirements by preparing and submitting reports to CalRecycle and other agencies regarding the progress and success of the program.

While MCEHB administers the program for the entire Monterey County, this report focuses on data and activities conducted within the Salinas Valley Recycles (SVR) service area during the 2022 calendar year.

**Monterey County Used Oil & Filter Recycling Program
Annual Report to the Salinas Valley Solid Waste Authority
Calendar Year 2022**

1. Residential Drop-off Centers Program: Calendar Year 2022

Table 1a includes data collected from 16 Certified Collection Centers (CCC) in the SVR service area. A total of 80,685 gallons of used oil was collected from residential drop-off centers. Filter data was not provided. The data shows that the gallons of used oil increased compared to prior year.

CalRecycle provides MCEHB staff with collection center data annually for the previous calendar year. MCEHB staff follows up with each center annually to verify State certification requirements, help answer questions, and provide additional resources to centers as needed.

Table 1a. Residential Drop-off Collection Data for 2022 Calendar Year

| | | Used Oil | | | Filters | | |
|----------------------------|--------------------|----------|--------|--------|---------|---------|------|
| Drop-off Center | City/Area | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 |
| *AutoZone #5509 | Gonzales | 2,700 | 3,695 | 4,370 | 1,250 | n/a | n/a |
| *AutoZone #5510 | King City | 2,055 | 2,430 | 2,395 | 500 | n/a | n/a |
| *AutoZone #6290 | Soledad | 3,055 | 2,970 | 4,010 | 500 | n/a | n/a |
| *AutoZone #5512 | Salinas | 8,207 | 8,190 | 9,725 | 1,500 | n/a | n/a |
| *Auto Zone #3691 | Greenfield | n/a | 2,340 | 2,620 | 0 | n/a | n/a |
| *AutoZone #5513 | Prunedale | 2,740 | 3,475 | 3,810 | 750 | n/a | n/a |
| *AutoZone # 5514 | Salinas | 7,787 | 9,450 | 8,905 | 1,500 | n/a | n/a |
| *AutoZone #3744 | Salinas | 9,506 | 10,840 | 11,110 | 3,250 | n/a | n/a |
| *AutoZone #6281 | Salinas | 3,994 | 3,670 | 3,670 | 1000 | n/a | n/a |
| O'Reilly Auto Parts # 2702 | Salinas | 4,500 | 4,920 | 5,000 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 2991 | Salinas | 4,750 | 4,535 | 4,900 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 3133 | King City | 3,850 | 4,550 | 5,340 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 2554 | Salinas | 2,250 | 1,930 | 2,140 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 3538 | Salinas | 5,700 | 5,975 | 4,650 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 3566 | Soledad | 3,250 | 3,610 | 3,870 | 0 | n/a | n/a |
| O'Reilly Auto Parts # 4731 | Greenfield | 2,650 | 4,000 | 4,170 | 0 | n/a | n/a |
| | Total | 66,994 | 76,580 | 80,685 | 10,250 | 0 | 0 |
| | Difference | | 9,586 | 4,105 | | -10,250 | 0 |
| | Percent Difference | | 14% | 5.36% | | -100% | 0 |

State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters). This calculation is used to compare the total number of filters collected to other facilities and through the year.

**Monterey County Used Oil & Filter Recycling Program
Annual Report to the Salinas Valley Solid Waste Authority
Calendar Year 2022**

Residential Curbside Collection Program: Calendar Year 2022

Table 2a includes a breakdown of the data reported to MCEHB from Republic Services of Salinas, Tri-Cities Disposal and Waste Management, the three solid waste haulers that provide collection services in the SVR service area. A total of 16,500 gallons of used oil and 5,925 filters were collected throughout Monterey County in the SVR region. MCEHB ensures the franchise haulers in Monterey County are provided with supply of oil containers and filter bags.

MCEHB receives oil and filter collection data monthly from Waste Management and collects data directly from Bayside Oil, the County's contracted used oil hauler. MCEHB provides oil container collection kits and technical assistance to the franchise haulers as necessary. MCEHB staff assembles and delivers the oil container kits to haulers on an as needed basis.

Table 2a. Curbside Oil & Filter Collection in SVR area Calendar Year Comparisons

| | | Used Oil | | | Filters | | |
|------------------------------|--------------------------------|---------------|---------------|---------------|--------------|--------------|--------------|
| Hauler | City/Area | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 |
| Republic Services of Salinas | Salinas | 5,190 | 3,455 | 3,650 | 1,000 | 0 | 0 |
| Tri-Cities Disposal | Soledad | 2,848 | 5,615 | 3,468.5 | 2,806 | 1,943 | 1,879 |
| Tri-Cities Disposal | Gonzales | 1,301 | 2,907 | 1,511.5 | 1,326 | 949 | 798 |
| Tri-Cities Disposal | Greenfield | 4,130 | 8,366 | 5,417.5 | 3,641 | 2,928 | 2,953 |
| Tri-Cities Disposal | CSD of Spreckels | 5 | 6 | 0 | 4 | | 0 |
| Waste Management, Inc. | King City | 1,110 | 1,745 | 1,375 | 236 | 375 | 55 |
| Waste Management, Inc. | Unincorporated Monterey County | 2,995 | 1,745 | 1,080.5 | 724 | 375 | 240 |
| | Total | 17,579 | 23,839 | 16,500 | 9,737 | 6,570 | 5,925 |
| | | | 6,260 | (7,339) | | (3,167) | (645) |
| | Percent Difference | | 36% | -31% | | -33% | -10% |

**Monterey County Used Oil & Filter Recycling Program
Annual Report to the Salinas Valley Solid Waste Authority
Calendar Year 2022**

3. Agricultural Oil and Filter Drop off Program: Calendar Year 2022

Table 3a below includes data from the two Agricultural collection sites serving small farms in Monterey County, all of which are located within the SVR service area. A total of 50,375 gallons of used oil and 25,750 filters were collected from Agricultural Oil & Filter Collection Centers (Ag Centers) in Monterey County.

MCEHB collects data directly from Bayside Oil, the County's contracted used oil hauler.

Table 3a. Agricultural Oil & Filter Collection Calendar Year Comparisons

| | Used Oil | | | Filters | | |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Ag Center | 2020 | 2021 | 2022 | 2020 | 2021 | 2022 |
| Sturdy Oil, Salinas | 50,864 | 62,100 | 50,375 | 22,600 | 25,750 | 25,750 |
| Monterey County Public Works Yard | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 50,864 | 62,100 | 50,375 | 22,600 | 25,750 | 25,750 |
| Difference | | 11,236 | (11,725) | | 3,150 | - |
| Percent Difference | | 22% | -19% | | 14% | 0.0% |

State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters). This calculation is used to compare the total number of filters collected to other facilities and through the year.

**Monterey County Used Oil & Filter Recycling Program
Annual Report to the Salinas Valley Solid Waste Authority
Calendar Year 2022**

4. Education and Outreach

4A. Used Oil & Filter Recycling Community Outreach

| Date | Event | Vouchers Given | Vouchers Redeemed | Location |
|--------------------|-----------------------|----------------|-------------------|-----------------|
| April 30, 2022 | Filter Exchange Event | 21 | 17 | Greenfield, Ca. |
| May 14, 2022 | Filter Exchange Event | 40 | 40 | Soledad, Ca. |
| June 11, 2022 | Filter Exchange Event | 30 | 26 | Gonzales, Ca. |
| September 24, 2022 | Filter Exchange Event | 22 | 17 | Soledad, Ca. |
| October 22, 2022 | Filter Exchange Event | 31 | 31 | Greenfield, Ca. |
| November 12, 2022 | Filter Exchange Event | 28 | 23 | Gonzales, Ca. |

Conducted site visits to 22 Certified Collection Centers within the SVR service area.

MCEHB staff participated in the 2022 Agricultural Expo. Information about the program is posted on the Monterey County Health Department website. Staff also uses Instagram as a source of educating residents about proper oil and filter disposal.

MCEHB promotes collection of used oil and filters via curbside through radio in both English and Spanish radio, newspaper, and tabling events. At tabling events, MCEHB provides used oil and filter collection kit that includes a 2.5-gallon container and filter bag. The funding is used to purchase giveaways for the DIYer's such as rags, filter wrenches, filter drainers, oil funnels and education handouts.

4B. Media during this Reporting Period

| |
|--|
| Paid for used oil recycling advertisements that were displayed on at the Salinas DMV from April to December 2022. |
| Paid for 170 radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC |



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: January 18, 2024

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Authorizing the Assignment of the Professional Services Agreement and Lease Agreement with Atlas Organics for Organics Processing, Composting, and Product Marketing Services at the Johnson Canyon Landfill to Generate Upcycle

RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution authorizing the assignment of the professional services agreement and lease agreement with Atlas Organics for Organics Processing, Composting, and Product Marketing Services at Johnson Canyon Landfill to Generate Upcycle.

STRATEGIC PLAN RELATIONSHIP

This is a routine administrative item and does not relate to the Authority's strategic plan.

FISCAL IMPACT

This item does not have a direct budget impact.

DISCUSSION & ANALYSIS

On March 22, 2022, the Board of Directors approved the service agreement and separate land lease agreement with Atlas Organics. The term of the service agreement is 10 years and expires June 30, 2032. On February 22, 2023, the Authority was notified that Atlas Organics had been acquired by Generate Capital in 2021 and was now a Generate Upcycle company. On March 8, 2023, the Authority was notified that Bill Cesar, President of Generate Upcycle was the new successor of Atlas Organics, replacing Joseph McMillin, President and Gary Nihart, Secretary, as the signatories to the agreements (see Exhibit A).

Since all terms of the agreements will continue in force with the exception of the assignment change, staff recommends the Board approve a resolution authorizing the assignment of the agreements to Generate Upcycle.

BACKGROUND

On July 1, 2022, Atlas Organics became the Authority's contracted operator of the state-of-the-art Aerated Static Pile (ASP) Compost Facility. The facility is designed to compost up to 75,000 tons of material annually including food scraps and de-packed produce. The composting operation continues to be the main mechanism for keeping organic wastes out of the landfill,

reducing greenhouse gas emissions, and ensuring compliance with state mandates AB 1826 and SB 1383 for member agencies.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - New Successor Letter

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AUTHORIZING THE ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT AND LEASE
AGREEMENT WITH ATLAS ORGANICS FOR ORGANICS PROCESSING AND COMPOSTING AT THE
JOHNSON CANYON LANDFILL TO GENERATE UPCYCLE**

WHEREAS, on March 22, 2022, the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution 2022-13 approving the professional services agreements and lease agreement with Atlas Organics CU11, LLC; and,

WHEREAS, on February 22, 2023, the Authority was notified that Generate Upcycle had acquired Atlas Organics CU11, LLC; and,

WHEREAS, the Authority wishes to assign the agreements to Generate Upcycle; and,

WHEREAS, all terms of the aforementioned agreements will continue in force.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to authorize the assignment of the Professional Services Agreement with Atlas Organics CU11, LLC. for organics processing and composting to Generate Upcycle; and,

BE IT FURTHER RESOLVED that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to authorize the Lease Agreement with Atlas Organics CU11, LLC for organics processing and composting to Generate Upcycle.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of January 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel




March 8, 2023

Salinas Valley Solid Waste Authority Partners
128 Sun Street, Suite 101
Salinas, CA 93901

To whom it may concern,

This letter is to confirm that I, Bill Caesar, President of Generate Upcycle am the new successor of Atlas Organics, replacing Joseph McMillin and Gary Nihart.

Sincerely,

DocuSigned by:

GB83F80916BE4E0...
Bill Caesar
President



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: January 18, 2024

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Authorizing the Purchase of a Backup Motor and Blower for the Johnson Canyon Landfill Gas Flare Station in The Amount of \$51,253.91 plus Tax and Delivery.

RECOMMENDATION

Staff recommends approval of the resolution for the purchase of one a backup motor and blower for the flare station at the Jonnson Canyon Landfill from Hoffman and Lampson - Gardner Denver in the amount of \$51,253.91 plus tax and delivery.

STRATEGIC PLAN RELATIONSHIP

The purchase of the backup motor and blower will assist the Authority in supporting its Strategic Plan Goals to "Comply, Adapt, and Respond to Regulatory Changes". By obtaining this equipment staff will be able to manage a catastrophic failure of existing equipment without delay and maintain compliance with regulatory mandates.

FISCAL IMPACT

The funding for the flare motor and blower will come from Capital Improvement Project (CIP) 9501. There are sufficient funds within the Capital Improvement Budget 9501 to fund the purchase of the backup flare motor and blower.

DISCUSSION & ANALYSIS

The Authority upgraded the flare station at the Johnson Canyon Landfill in 2016 by installing a second larger flare to manage the amount of landfill gas being generated by the landfill. As part of this upgrade, a new blower was installed with the new flare. The blower draws the gas from the landfill to the flare where it is combusted. The blower is driven by an electrical motor.

Since the new blower was installed, it has a run time of over 62,000 hours of service. While it is anticipated that this existing equipment will provide several more years of service, it is at the age where a mechanical breakdown would be possible. In the event of a failure, the extended lead time to procure a replacement (17 weeks) would be detrimental to maintaining compliance with Air Board regulations requiring continuous operation.

Staff recommends purchasing the exact make and model of the existing equipment so it can be readily installed in the event of failure. As such, this purchase is exempt from the

competitive bidding process as it can only be provided by Hoffman Lampson - Gardner Denver.

BACKGROUND

As part of landfill operation, the Authority operates flare stations at three of our landfills. These flare stations draw landfill gas from the landfills and convey the gas to a flare where the gas is combusted. The capture and destruction of the gas is a regulatory requirement that prevents the gas from migrating and affecting the health and safety of the surrounding environment.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Quote

RESOLUTION NO. 2024 -

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE BACKUP MOTOR AND BLOWER FOR THE JOHNSON CANYON LANDFILL GAS FLARE FROM HOFFMAN LAMPSON - GARDNER DENVER FOR AN AMOUNT OF \$51,253.91 PLUS TAX AND DELIVERY

WHEREAS the Authority operates a landfill gas flare station at the Johnson Canyon Landfill; and,

WHEREAS the existing landfill gas motor and blower are original equipment installed in 2016 with a current run time of over 62,000 hours of service making it at the age where a mechanical breakdown would be possible; and,

WHEREAS the landfill gas flare is critical infrastructure for landfill operations and in the event of a failure, the extended lead time to procure a replacement would be 17 weeks, detrimental to maintaining compliance with the Air Board regulations requiring continuous operation; and,

WHEREAS, the purchase of the exact make and model of the existing equipment will make it possible to readily install in the event of failure; and,

WHEREAS Gardner Denver is the manufacturer of the original equipment and can provide identical replacement equipment.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a replacement landfill gas flare station motor and blower from Hoffman Lampson - Gardner Denver, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 18th day of January 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, Board President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Quote Reference # NASH-3850

Quote Valid Until : 01-18-2024 20:33:34 -0500

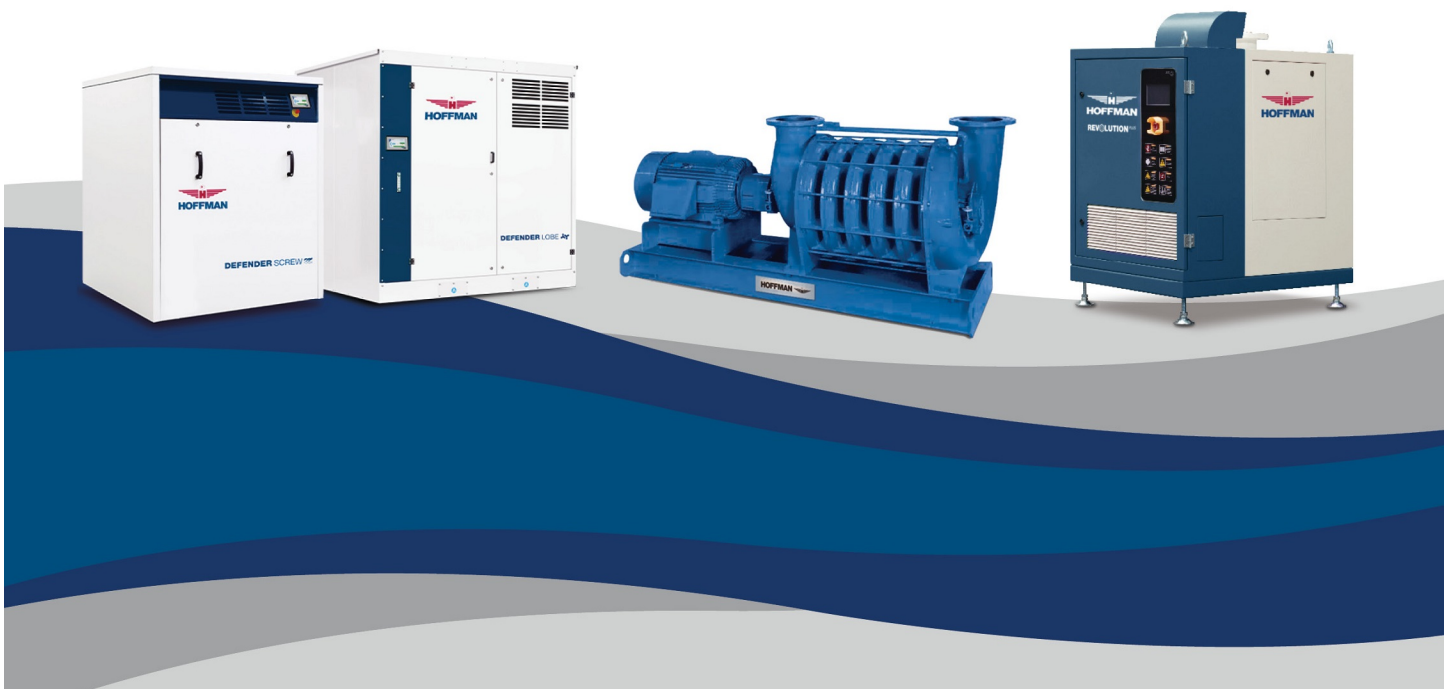


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1 Pricing Summary

| SCOPE OF SUPPLY | | | | |
|-----------------|---------------------------|-------------|-----|-------------|
| Line# | Part Number | Description | Qty | Total Price |
| 1.0 | 73204 - GDSI BARE | | 1 | \$44,316.16 |
| 2.0 | 60HP TEFC Motor - WEG W22 | | 1 | \$6,937.75 |

| | |
|----------------------|-------------|
| Product Quote Amount | \$51,253.91 |
| Freight Amount | |
| Total Quote Amount | \$51,253.91 |

2 General Terms

| | |
|------------------------------|---|
| Currency | USD |
| Payment Terms | <p>Upon Credit Approval: Less than \$100,000.00 Selling price,</p> <ul style="list-style-type: none">• 100% payment to be made net 30 days from shipment. <p>Greater than \$100,000.00 Selling price, Progressive:</p> <ul style="list-style-type: none">• 10% payment due upon submittal of drawings40% payment due 45 days prior to shipment50% balance due 30 days after shipment• All payments to be made net 30 days from date of invoice |
| Lead Time (weeks) | 17.0 |
| Inco Term | EXW - Ex Works |
| Transfer of Ownership | Origin – Seller Plant |
| Freight Terms | Prepay & Add |

3 Field Service Rates

Effective Jan 1, 2023

POLICY:

The services of a technician or engineer from Ingersoll Rand Engineered Products Division to inspect or repair a machine in the field, whether under warranty or not, are subject to a service charge. A firm commitment in the form of a hard copy purchase order will be required before the technician or engineer is scheduled and/or departs for any job site.

A purchase order must be emailed, along with site readiness completed paperwork (if applicable), to our service department at SERVICE.CF@IRCO.COM before any service can be performed.

If the machine in question is within the warranty period and inspection by the Hoffman and Lamson technician or engineer reveals a defect in workmanship or materials for which the factory is accountable, the service charge will be rescinded. However, if in the judgment of Ingersoll Rand, the factory is not accountable for whatever defect or deficiency exists, then the service charge will apply. Ingersoll Rand terms and conditions of sale apply to all field service work

LEVELS OF SERVICE:

Field Service Technicians provide customers with

- Preventative Maintenance / Warranty Renewal Programs
- Exclusive to Hoffman & Lamson
- Comprehensive set of service and maintenance procedures
- Designed to return your blower to a warrantable condition
- Provides increased reliability and performance
- Start-up
- Laser Alignment
- Troubleshooting
- Diagnostics & Testing

Training, Controls Tuning & Site Analysis provide customers with

- Certified Vibration Analysis
- Training and Maintenance Seminars

Engineering Services provide customers with

- Blower reconfiguration for performance changes
- Performance curves
- Amp curves
- System Consulting
- Technical product support
- Customer application engineering
- Seismic Calculation
- Product Upgrades
- Instrumentation upgrades

Level of service required and associated rates will be verified prior to commencing service work.

NORTH AMERICA SERVICE RATES:

- Field Service Technician... \$201.60 USD per hour
- Engineering Services:
 - Training, Controls Tuning & Site Analysis... \$246.75 USD per hour
- Transportation
 - By company car, rental cars – as incurred. \$0.85 per mile
 - By common carrier – as incurred
- Living Expenses... \$331 per diem
- Adder for registration with online contractor management database such as ISNetworld or Cognibox... \$288.00 per

INTERNATIONAL SERVICE RATES:

- Field Service Technician... \$252.00 USD per hour
- Engineering Services:
 - Training, Controls Tuning & Site Analysis... \$325.50 USD per hour
- Transportation
 - By company car, rental cars – as incurred. \$0.85 per mile
 - By common carrier – as incurred
- Living Expenses... \$331 per diem

CANCELLATION POLICY

Please note that once a Service Visit has been scheduled, time has been reserved in the schedule exclusively for you. If the visit is cancelled less than 24 hours before it is scheduled to take place, a minimum cancellation fee of \$500 or 10% of the total visit (whichever is greater) will be charged.

To avoid a cancellation fee, please provide notice at least 24 hours prior to your appointment.

You can cancel or reschedule an appointment by emailing us at: SERVICE.CF@IRCO.COM or calling 877-GD –NASH 1

EMERGENCY VISITS

Service rates for emergency field service requests (typically 2 weeks or less from request to departure) will incur 20% for labor and travel rates before a technician or engineer departs and will be communicated in advance.

PARTS:

Any parts used for service will be invoiced at prevailing prices unless repair is being covered under warranty. All parts are shipped Ex-works, factory, Charleroi, PA 15022 USA.

Any parts returned will incur Restocking order charge of 25%.

INCREASE OF SERVICE RATES:

Rates quoted herein are subject to adjustment without notice. Charges for engineering or technical field service will be based upon rates in effect at the time the services are performed, but in no case will an increase exceed 10% of the quoted rates. *Service Quotes provided are estimates, actual time and expenses will be invoiced.*

RATES:

Transportation and rental car are charged at cost plus a 15% carrying fee. Rates apply from date of departure from base point until return. Rates at jobsite apply portal to portal

OVERTIME:

Work and/or travel totaling over 8 hours per day Monday through Friday and all Saturday work or travel will be charged at 1.5 times the applicable rate. All chargeable Sundays and holidays will be 2 times the applicable rate. Where work extends from one week to the next, but no work is performed over weekend, customer has option. (1) Paying roundtrip to base point including time and expenses, or (2) retaining Representative in local area, paying living expenses. Rates at 1.5 times daily rates for Saturdays and/or 2 times for Sundays not worked.

Work requested after the first consecutive 8 ST hours Mon-Fri, all requested work after 5PM to 8 AM Mon – Fri & 8 consecutive Sat hours between 7AM & 5 PM will be billed at 1.5X

Work requested hours Mon-Fri after midnight including consecutive hours the next day & 8 consecutive hours Sunday up to 5PM will be billed at 2.0X

STARTUP:

If the Field Service Technician is required to make a second trip because the job is not ready for start-up, or any other items in the checklist are incomplete, a hard copy purchase order to Hoffman_Lamson will be required before the technician returns to the jobsite. This start-up trip is also contingent on a current account in good standing.

INTERNATIONAL TRAVEL:

Ingersoll Rand company policy allows for business class travel for any international flight of eight (8) hours or more in duration.

LONG TERM ASSIGNMENTS:

Where Representative is required at a specific jobsite for more than sixty (60) days, Nash reserves the right to assign a replacement, with associated travel cost, time and expenses for purchaser's account. Representative will present time sheet showing days and hours worked for the purchaser's approval and signature before leaving jobsite.

PAYMENT:

Subject to Ingersoll Rand terms and conditions of sale. Net 30 days subject to Ingersoll Rand credit manager approval. Orders over \$100,000.00 USD may be subject to progress payments. We accept approved credit card orders. No International service work will commence without the customer having opened a letter of credit or cash in advance. The cost of the service will be estimated beforehand and adjusted after the work is completed. There will be no exceptions to this policy.

Payments will be in U.S. dollars, net 30 days.

For long-term assignments, invoicing will be rendered, and payments will be due at maximum one (1) month intervals.

4 Technical Information





5 73204 - GDSI BARE

5.1 Config Technical Details

MODEL:73204 - GDSI BARE

Blower Characteristics :

| | | | |
|-------------------|-------------------|--------------------|--------------|
| Model | RMK99A: Model 732 | Motor Speed | 3600 (60Hz) |
| Impeller Material | Cast | Stages | 4 |
| Application | Gas | Inlet Temp | 110.0 |
| Discharge Temp | 165.0 | Discharge Pressure | 1.1 |
| Package | Bare Blower | Drive Position | Inlet Driven |

Blower Options :

| | | | |
|-----------------------|----------------------------|----------------------|------------------------|
| Shaft Material | Carbon Steel | Lubrication | Grease Sealed Bearings |
| Seal | Packing with Labyrinth | Bearing Housing | Closed Housing |
| Inlet Position | STD | Outlet Position | STD |
| Head/Section Material | Gray Iron | Head/Section Coating | Phenolic In House |
| Baffle Ring Material | Stainless Steel (AISI-304) | | |

Impellers :

Options:

| | | | |
|---------------------------|----------------------------|----------------------|--------------------------|
| Paint Specification | Revolution Blue (Standard) | Radiant Heat Shield | No Shield Specified |
| Bearing Vibration Monitor | Standard Provision Only | Bearing Temp Monitor | Standard Provisions Only |

Motors :

| | | | |
|--------------|-------------------|----------------|----------|
| Model Name | RMK99A: Model 732 | HP | |
| Enclosure | | Frame | |
| Drive Type | | Base | Standard |
| Base Options | | Drive Coupling | RO |
| Element Size | | Guard | |

Testing :

| | | | |
|-------------------------|------|----------------------------|----------|
| Certified Rotor Balance | Yes | Certified Impeller Balance | Yes |
| ASME PTC Test | None | Mechanical Run Test | Standard |
| Gas Head & Section Test | Yes | | |

Certifications :

Additional Blower Options :

| | | | |
|--------------------|-----------|-------------------------|-------|
| Skid Wiring | No Wiring | Blower Head Drill & Tap | Yes |
| Nameplate | Standard | Zinc Coat Prep | False |
| Non-Standard Paint | False | | |

5.2 Technical Data



Technical & Performance Data **HOFFMAN 732 Series** Centrifugal Products

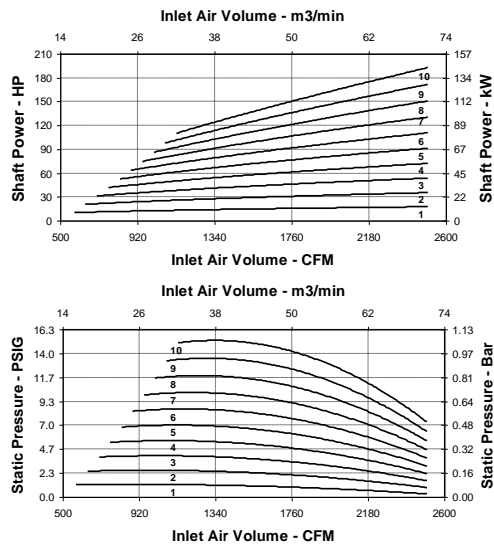
DESIGN STANDARD

Number of Stages.....1-10 (60 & 50 Hz)
Inlet Connection.....6" Flange, ANSI 125# Drilling
Outlet Connection.....6" Flange, ANSI 125# Drilling
Operating Speed.....3550 RPM (60 Hz), 2925 RPM (50 Hz)
Casing Pressure.....25 PSIG (1.73 bar)
Air Seals.....Labyrinth Type - *Carbon Ring Optional*
Bearings.....Anti-friction, designed for extended L₁₀ life
Lubrication.....AEON® CF Grease - *Oil Optional*
Impeller.....22.5 inches (612 millimeters) Diameter
(statically balanced)
Impeller Tip Speed.....349 feet/second (106 meters/second)
Drive Type.....Direct Coupled (Inlet drive is standard)
Drive Shaft.....2.25 inches (57.15 millimeters) Diameter
Vibration......235 in/sec. (5.97 mm/sec.) Peak Velocity
Rotor.....Balanced Per ISO 1940, ANSI S2.19

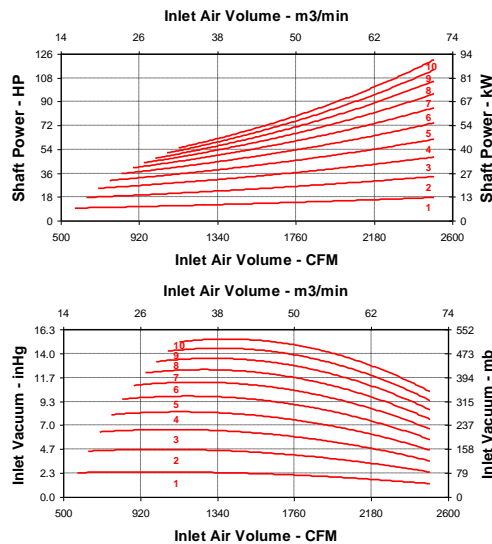
MATERIAL STANDARD

Casing.....ASTM A48 Class 30 Gray Cast Iron
Bearing Housings.....ASTM A48 Class 30 Gray Cast Iron
Bearing Cap.....ASTM A48 Class 30 Gray Cast Iron
Tie Rods.....ASTM F1554 GR.36 Zinc Plated Thrd. Rod
Labyrinth Seal.....ASTM B86 Z35631 Alloy Zinc Aluminum 12
Carbon Ring Seal Optional, ASTM C695 Fine Grain Molded Graphite
Joint Sealing.....RTV Silicone Compound
Baffle Rings.....ASTM A240 Grade 304 Stainless Steel
Balance Piston.....ASTM A356-T5 Cast Aluminum (8-10 Stage)
Shaft.....ASTM A108 Grade 1045 HRS
Stainless Steel Optional
Impeller.....ASTM SC64C Sr-319 Cast Aluminum
Blower Base.....ASTM A36 Hot Rolled Structural Steel
Motor Pedestal.....ASTM A36 Hot Rolled Structural Steel
Isolation Base Pads.....Suitable Resilient Material
Finish.....Universal Primer - Acrylic Topcoat

PRESSURE PERFORMANCE 14.7 PSIA [1 Bar], 68°F [20°C], 36% RH, Speed: 3550 RPM



VACUUM PERFORMANCE 29.9 inHg [1 Bar], 68°F [20°C], 36% RH, Speed: 3550 RPM



PRODUCT NOTES

1. Information is approximate and subject to change without notice
2. Performances noted above are typical and not job specific
3. Consult authorized Hoffman/Lamson sales representative for job specific blower or exhauster performance sizing
4. Factory ASME PTC-10 test offered for performance verification

Gardner Denver Nash

PO Box 130, Bentleyville, PA 15314
Phone: +1 800-982-3009 / +1 724-239-1500
Fax: +1 724-239-1502
E-mail: info.HoffmanLamson@gardnerdenver.com
Web: www.HoffmanandLamson.com

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All Nash facilities are ISO 9001 certified.

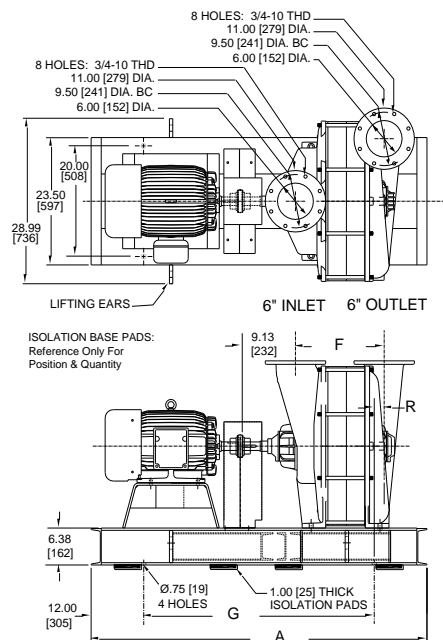
© 2013 Gardner Denver, Inc.

5.3 Dimensions & Drawings

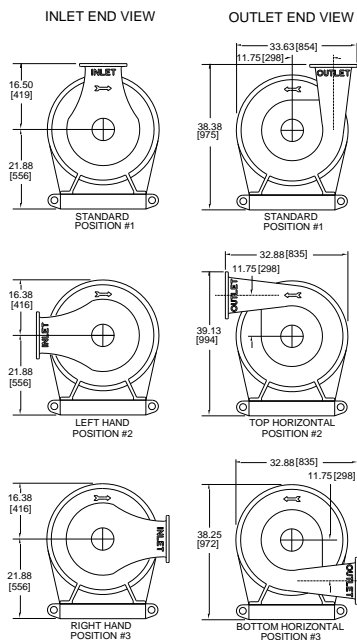


Dimensional Data **HOFFMAN 732 Series** Centrifugal Products

GENERAL ARRANGEMENT



FLANGE ORIENTATIONS



DIMENSIONAL DATA – inches [millimeters]

| FRAME | A | F | G | R |
|-------|---------------|--------------|--------------|------------|
| 73201 | 60.75 [1543] | 9.25 [235] | 36.75 [933] | 4.25 [108] |
| 73202 | 72.75 [1848] | 12.88 [327] | 48.75 [1238] | 4.25 [108] |
| 73203 | 72.75 [1848] | 16.50 [419] | 48.75 [1238] | 4.25 [108] |
| 73204 | 72.75 [1848] | 20.12 [511] | 48.75 [1238] | 4.25 [108] |
| 73205 | 84.75 [2153] | 23.75 [603] | 60.75 [1543] | 4.25 [108] |
| 73206 | 96.75 [2457] | 27.38 [695] | 72.75 [1848] | 4.25 [108] |
| 73207 | 96.75 [2457] | 31.00 [787] | 72.75 [1848] | 4.25 [108] |
| 73208 | 108.75 [2762] | 34.62 [879] | 84.75 [2153] | 4.25 [108] |
| 73209 | 108.75 [2762] | 38.25 [972] | 84.75 [2153] | 4.25 [108] |
| 73210 | 114.75 [2915] | 41.88 [1064] | 90.75 [2305] | 4.25 [108] |

WEIGHTS – lb [kg] & INERTIA – lb-ft² [kg-m²]

| FRAME | PKG. LESS MOTOR | BARE UNIT | WK ² |
|-------|-----------------|-------------|-----------------|
| 73201 | 1110 [503] | 710 [322] | 8 [0.34] |
| 73202 | 1350 [612] | 950 [431] | 16 [0.66] |
| 73203 | 1590 [721] | 1190 [540] | 23 [0.98] |
| 73204 | 1879 [852] | 1430 [649] | 31 [1.30] |
| 73205 | 2109 [957] | 1660 [753] | 39 [1.62] |
| 73206 | 2349 [1065] | 1900 [862] | 46 [1.94] |
| 73207 | 2589 [1174] | 2140 [971] | 54 [2.26] |
| 73208 | 2829 [1283] | 2380 [1080] | 62 [2.58] |
| 73209 | 3059 [1388] | 2610 [1184] | 69 [2.91] |
| 73210 | 3299 [1496] | 2850 [1293] | 77 [3.24] |

PRODUCT NOTES

- Information is approximate, subject to change without notice, and not for construction use unless certified
- Position #1 is standard inlet & outlet orientation
- A and G dimensions may vary depending on motor frame size

Gardner Denver Nash

PO Box 130, Bentleyville, PA 15314
Phone: +1 800-982-3009 / +1 724-239-1500
Fax: +1 724-239-1502
E-mail: info.HoffmanLamson@gardnerdenver.com
Web: www.HoffmanandLamson.com

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All Nash facilities are ISO 9001 certified.

© 2013 Gardner Denver, Inc.

6 Terms and Conditions

<https://www.gardnerdenver.com/en-us/hoffmanandlamson/about-us/download-library>



Report to the Board of Directors

Date: January 18, 2024

From: R. Patrick Mathews, General Manager/CAO

Title: A Resolution Adopting the 2024 Strategic Plan Goals and Priorities, and Board Norms

ITEM NO. 9

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

RECOMMENDATION

Staff requests that the Board adopt a resolution to implement the new 2024 Strategic Plan Goals and Priorities, Board Norms, and updates to the Authority's Mission, Vision and Values.

STRATEGIC PLAN RELATIONSHIP

This resolution establishes the Board's priorities and actions for 2024.

FISCAL IMPACT

This item has no immediate fiscal impacts, but as Strategic Plan priorities are brought forward for consideration, fiscal impacts will be detailed for Board information and action.

DISCUSSION & ANALYSIS

The Board held its Strategic Planning Workshop on December 15, 2023, with the facilitation assistance from Bakertilly/Management Partners (MP). MP started the process with a kick-off meeting with the General Manager and Clerk of the Board to help define the Strategic Planning Process and review progress made since the prior workshops held on June 30, 2022. MP then conducted phone/zoom interviews with each Board member and Department Manager to help guide their preparation for the workshop. Themes were compiled from the interviews and further used to create new Goals and establish priorities for 2024, and beyond. Attached you will find the Workshop Report with the details of the Workshop and background information.

The outcomes from the workshop require Board action under the attached resolution to incorporate two changes to the Authority's Strategic Plan.

1. Adopt the following modifications to the existing Board Norms to establish best practices for governance of the Authority.
 - a. Changing norm 5 was from "Recognize the success of employees" to "Recognize success" and
 - b. Changing Norm 10 from "Refrain from using technology during Board meetings" to "Remain engaged and focused on the agenda and meeting".

2. Adopt the following modifications to the Authority Priorities.

A. Governance and collaboration

- Improve governance and board relations - *Ongoing*
- Provide equitable administrative support - *Ongoing*
- Clarify guidelines related to Board agendas and supporting documentation – *Completed*
- Develop succession plan - *Ongoing*
- Invest in training and technology - *Ongoing*

B. Financial sustainability

- Maintain equitable and reasonable rates – *Completed/Ongoing/Remained a Priority*
- Review the JPA member jurisdictions' contributions, governance alternatives, and orientation to the revenue forecast - *Ongoing*
- Continue to prefund liabilities and debt – *Ongoing*

C. Facilities master planning

- Develop summary of the five to 10 -year outlook of knowns and unknowns – *New*
- Relocate the transfer station (and lease) – *Completed*
- Explore alternative and emerging technologies to reduce landfill dependance – *Ongoing*

D. Comply, adapt, and respond to regulatory changes

- Legislative program - *New*
- Ensure compliance with new organics requirement and outreach – *Completed/Ongoing*
- Advocate against unfunded mandates and for emerging technologies - *Ongoing*

E. High-quality community engagement

- Foster Relationships for outreach and education – *New/Ongoing*
- Create metrics to ensure equitable services for all – *New*
- Maintain a comprehensive communication and branding strategy - *Ongoing*
- Continue to deliver the public education strategy- *Ongoing*

BACKGROUND

The last workshop was held on June 30, 2022 and the Board adopted 1) Board Norms; 2) Modification to the existing Authority Mission, Vision and Values; 3) New Goals and priorities for fiscal year 2022-23. In the fall of 2021, the Executive Committee lead the facilitator selection process through issuance of a request for proposals, conducting facilitator interviews and making a final selection. Management Partners was selected from a final list of three top proposers based on skills, approach to facilitation, recommendations from other government agencies, and in-person interviews.

ATTACHMENT(S)

1. Resolution
2. Board 2024 Strategic Planning Workshop Report

RESOLUTION NO. 2024 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY ADOPTING THE 2024 STRATEGIC PLAN GOALS AND PRIORITIES, BOARD NORMS, AND UPDATES TO THE AUTHORITY'S MISSION, VISION AND VALUES

WHEREAS, the Authority last updated Strategic Plan Goals and Priorities, Board Norms, and Updates to the Authority's Mission, Vision and Values on June 30, 2022,

WHEREAS, the Board participated in advance interviews with the facilitator, Management Partners, and participated in the Strategic planning Workshop held on December 15, 2023; and,

WHEREAS, the results of the workshop and collaborative process resulted in updates and modifications to the Board's Strategic plan outlined in the Workshop report prepared by Management Partners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY ADOPT THE FOLLOWING ATTACHED STRATEGIC PLAN UPDATES AND MODIFICATIONS INCLUDED AS EXHIBITS 1 and 2:

1. Board Norms
2. 2024 Authority Goals and Priorities

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to implement the Boards Goals and 2024 Priorities.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 18th day of January 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Board Norms

1. Avoid assuming intent or motives.
2. Commit to the shared success of the Authority.
3. Govern as a body.
4. Maintain an Authority perspective and balance it with individual city/county interests.
5. Recognize success.
6. Hold regular meetings between the General Manager and one-on-ones with Board members.
7. Communicate effectively with the public.
8. Respect the form of government.
9. Avoid criticizing staff or each other in public; coach privately.
10. Remain engaged and focused on the agenda and meeting.
11. Approach the business of government in a professional manner.



PRIORITIES FOR 2024

(Top Priorities underlined/in green)

A. Governance and collaboration

- Improve governance and board relations.
- Provide equitable administrative support.
- Develop succession plan.
- Invest in training and technology.

B. Financial sustainability

- Maintain equitable and reasonable rates.
- Review the JPA member jurisdictions' contributions, governance alternatives, and orientation to the revenue forecast.
- Continue to prefund liabilities and debt.

C. Facilities master planning

- Develop summary of the five to 10 -year outlook of knowns and unknowns.
- Explore alternative and emerging technologies to reduce landfill dependence.

D. Comply, adapt, and respond to regulatory changes.

- Legislative program
- Ensure compliance with new organics requirements and outreach.
- Advocate against unfunded mandates and for emerging technologies.

E. High-quality community engagement

- Foster Relationships for outreach and education.
- Create metrics to ensure equitable services for all.
- Maintain a comprehensive communication and branding strategy.
- Continue to deliver the public education strategy.



**Salinas Valley Solid Waste Authority
Board of Directors Workshop
Held December 15, 2023**

January 2024

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Workshop Report

The Salinas Valley Solid Waste Authority (SVR) Board of Directors held a workshop on Friday, December 15, 2023, from 9:00 a.m. to 1:00 p.m. at the City of Gonzales City Hall. The workshop provided an opportunity for board members to learn more about each other, revisit the board norms, reflect on effective governance practices, establish multiyear goals, and strengthen teamwork. This report contains a summary of the results of the workshop.

Christine Butterfield and Magda Gonzalez with Baker Tilly facilitated the workshop.



Workshop Overview

Objectives

- Review and discuss governance roles and strengthen teamwork.
- Review and update Council norms and rules of engagement.
- Celebrate successes and discuss and establish board goals for the next several years.

Agenda

- Welcome
- Icebreaker exercise
- Review and discuss characteristics of effective governing bodies along with board norms
- Discuss behaviors of high-performance teams
- Celebrate successes and review staff presentations
- Establish board goals
- Wrap-up and next steps

Participants

Workshop participants included the board members and General Manager Patrick Mathews.



Board President
Anthony Rocha



Vice President
Ben Jimenez
City of Soledad



Alternate Vice
President
Glenn Church
County of
Monterey



Past President
Chris Lopez
County of
Monterey



Board Member
Rob Cullen
City of King



Board Member
Liz Silva
City of Gonzales



Board Member
Andrew Sandoval
City of Salinas



Board Member
Drew Tipton
City of Greenfield

Workshop Preparation

In preparation for the workshop, the facilitators conducted individual interviews with board members and staff, prepared an agenda and presentation, and reviewed the workshop deliverables with the General Manager.

Opening Comments

The workshop began with a welcome by Board President, Anthony Rocha who offered remarks about the importance of the day's discussions and what he hoped the group would get out of the workshop.

Christine reviewed the workshop agenda, objectives, suggested ground rules, and explained the "bike rack" time management tool. No items were added to the bike rack during the workshop.



Icebreaker Exercise

The workshop included an icebreaker activity to kick off the day and to highlight common values among the board members. Board members were invited to reflect on how their role on the board has changed the way they think about, talk about, and practice recycling.

Participants shared the following comments:

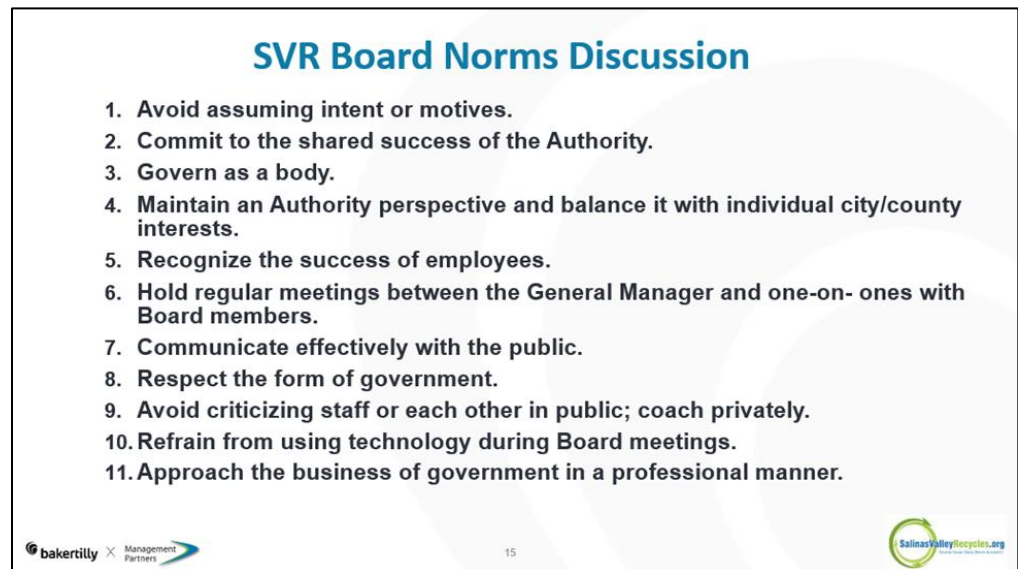
- Concern for the next generation and the future
- Sense that more of a focus has been placed on illegal dumping
- Consideration of the impact of waste and recycling on the entire community
 - Consider language, education, and resources
 - Understand these are laws and not guidelines
- Ability to look at agricultural industry and reduce land fill waste
- Look more to recycling and organics
- Focus on repurposing goods and more sustainable practices
- Serve as a public educator
- Awareness that recycling impacts everything from work, home, and community to all aspects of life
- Curious about food waste recycling at different businesses
- Challenges to educate the public about the benefits and importance of recycling
- Ability to look at the economics of recycling and the opportunity to incentivize recycling behaviors
- Keep thinking outside of the box

- Explore non-traditional ways to offer education
- Try to shop in bulk
- Time equals money in recycling
- Get more buy-in from the community to boost recycling performance of the region

Governance and Roles and Responsibilities

Following the icebreaker, the group discussed governance roles and responsibilities. In advance of the workshop, board members received a copy of an article on high performance governance from the Institute for Local Government (ILG). The facilitators referred to the article as the board reviewed, discussed, and updated the norms previously developed at their workshop in 2022. The 2022 board norms are shown in Figure 1 below.

Figure 1. SVR Board Norms



How Are We Performing?

Following a review of the norms, the conversation continued with a series of prompts to explore the board's performance. They considered what has gone well, what can be improved, and updates that could be made to the existing norms as well as the board's ability to govern. A summary of their discussion is as follows:

What's going well?

- Norms are well aligned with the Board President
- The Board represents all regional users and not just their jurisdictions

What can be improved?

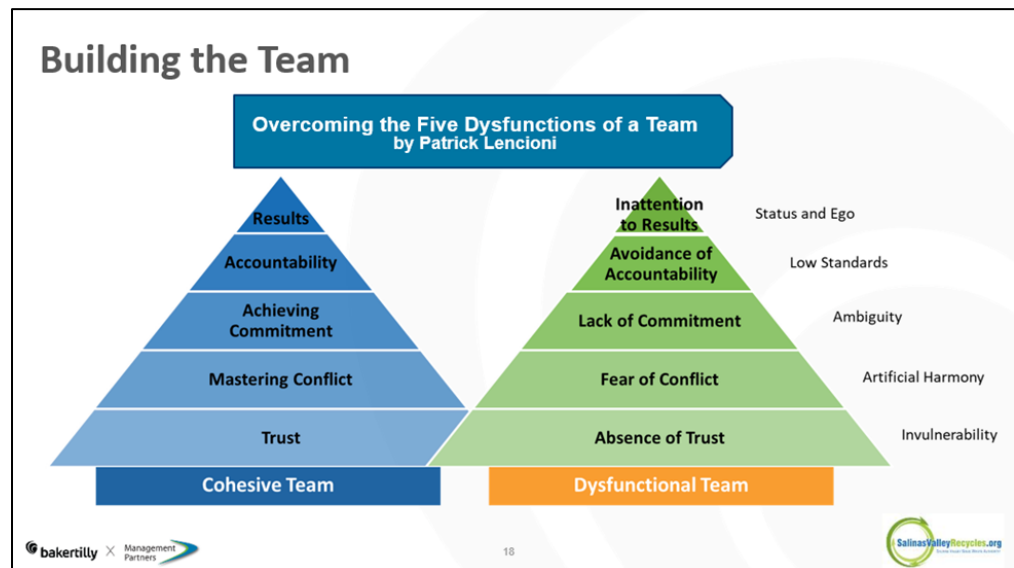
- Simply restate norm to read “Recognize Success.” This simplifies Norm 5.
- Uplift success and accomplishments of the community and organizations and continue to recognize them.
- Remain engaged and focused on the agenda and meeting when using personal technology
- Abide by the Brown Act

The participants agreed the norms they established last year were working well with two edits. Norm 5 was changed to read, “Recognize Success,” and Norm 10 was changed to read, “Remain engaged and focused on the agenda and meeting.”

Behaviors of High-Performance Teams

After a brief stretch break, the group discussed the behaviors of high-performance teams. The facilitators presented Patrick Lencioni’s Five Dysfunctions of a Team and led a discussion on how the board works as a team.

Figure 2. Five Dysfunctions of a Team Principles and Mental Model



The participants were asked to reflect on areas where they saw the board performing well as a team and to jot down their responses to questions regarding their performance.

A summary of their answers and discussion is shown below.

Where did you see the Board performing as a team?

- Sun Street closure
- Crazy Horse landfill
- After board decisions are made, the full board shows its support
- Board members act on behalf the region, not their district/jurisdiction
- Board meetings have become more productive

What do I need from my peers?

Anthony Rocha

- Lean-in and work through uncomfortable conversations. Use ground rules to open discussions.

Robert Cullen

- Continue to make decisions considering what is best for all (i.e., Crazy Horse landfill).

Drew Tipton

- Gain a better understanding and gather feedback about what is going on in other districts.

Chris Lopez

- Ask for explanations of what others are trying to achieve.

Glenn Church

- Learn more about the other cities/jurisdictions within the SVR.
- Have more personal interaction, i.e., mixing up rotating seating.
- Encourage opportunities for board members to get to know one another better.

What can I do differently?

Anthony Rocha

- Spend more time talking with the General Manager monthly.

Chris Lopez

- Explain my “why,” interests and motivations.
- Be more thoughtful and intentional.

Glenn Church

- Be intentional about talking to more board members.
- Participate in one-on-ones with staff.

Liz Silva

- Invest time to educate her board alternate for when they need to step in and make decisions.

Drew Tipton

- Provide updates to his board alternate to be informed for decision making.

Andrew Sandoval

- Be more patient and organized.



Staff Presentation

The General Manager noted that it is his priority to be available for regular one-on-one meetings with each board member and encouraged them to attend. He also stated that he wants to hear from the board members and welcomes them to stop by or reach out at any time.

As part of the discussion, the board also reviewed a slide outlining general expectations of the partnership between the Board and the General Manager, as shown below.

Figure 3. General Manager and Board Partnership

| General Manager and Board Partnership | |
|---|--|
| General Manager's Commitments to the Board | What the General Manager Needs from the Board |
| <ol style="list-style-type: none">1. Treat you with respect.2. Tell you the truth. Give you the "straight scoop."3. Treat you as partners as well as my employers.4. <u>Practice the "no surprise" rule with you – keep you informed.</u>5. Help you be effective collectively as a Board.6. Communicate equally with you.7. Listen to you, and seek to understand you, your role and needs.8. Do my personal and professional best.9. Be politically astute but not political.10. Provide clear analysis and recommendations to the Board. | <ol style="list-style-type: none">1. Respect the Board/Manager form of government.2. Communicate to the public Board policies and decisions.3. Allow me to translate Board's policy interests and priorities to the organization to achieve action.4. Be clear on your direction as a body.5. Rely on staff expertise.6. Practice the "no surprise" rule with me – give me a heads up.7. Be sensitive to our need to pace the organization and to focus on priorities.8. Use established processes to advance your interests.9. <u>Ask questions in advance of Board meetings so we can be prepared.</u>10. Communicate with department heads through me. If I am not available, contact department heads for questions or clarifications. Please do not direct staff.11. Respect the General Manager's authority on personnel matters.12. Help create a "no blame" culture. Speak only to me with any concerns you have about staff, and never in the public arena. |

Next, the General Manager reviewed the 2022 board goals, highlighting those that have been accomplished and provided an update on the status of the others. He noted that all five of the board's top priorities have been completed. They are listed below in no particular order.

- Clarify guidelines related to Board agendas and supporting documentation
- Maintain reasonable rates (noting that the Authority continues to have the lowest rates in the County)
- Relocate the transfer station (and lease)
- Relocate the administrative offices
- Explore alternative and emerging technologies to reduce landfill dependence

Other accomplishments shared during the workshop included:

- New innovations including the Crazy Horse collection site and technology to capture gas and convert it to electricity.
- Successfully transitioned the transfer station to Madison Lane.
- Compliance with SB1383 is going well.
- The 2022 Board workshop was a success and helped to focus on governing priorities and establishment of norms.

Board Goal Setting

Following another quick break, the participants reviewed the interview themes for consideration in updating the Board's goals. The slides with the Board Goals and interview themes are shown below.

Board Interview Themes and Updated Goals

- **Develop a succession plan for staff**
- **Agree upon metrics to ensure equitable services are provided across member jurisdictions**
- **Strive to provide reasonable service rates for users**
- **Grow the availability of recycling locations**
- **Continue to foster relationships to provide more outreach and education programs (especially to young people)**



29



Board Interview Themes and Updated Goals (continued)

- **Delineate roles of SVR and member jurisdictions**
- **Board relations and role to share SVR information with member jurisdictions**
- **Foster your one-on-one relationships with other Board members**
- **Explore SVR properties and facilities via tours**
- **Explore new technology**
- **Financial sustainability and balancing assets to debt**
- **Explore partnerships with other waste/recycling agencies**



30



Future of the SVR

The facilitators lead the participants in a discussion about the future of the SVR. The questions and comments received are reflected below.

What does the SVR look like in five to 10 years?

- What are the future regulatory impacts?
- Are there unfunded mandates to consider and/or new mandates coming?
- What do we know about the future of the region?
- What is the degree of uncertainty?
- Are we becoming an energy company?
- Are we competing with local businesses?

- Do we need to engage a lobbyist to have a say in our future?
- A SWOT analysis should be performed at the next Board retreat.
- Keep the “why” in mind as partnerships are explored to avoid negative impacts on the community.

Establishing Priorities

To prioritize the goals, Board members were asked to write down what success would look like for each goal. The facilitators explained the “Big Rocks” concept of being unable to do everything but focusing on a few things will lead to success. Then, the facilitators led the participants in a discussion of the summary of the results of the interview themes, future of the organization, and the proposed goals and strategies.

The participants then voted on the proposed goals and strategies for the coming year to establish the Board priorities for the new two years. The summary of their votes, in order of priority, is shown below in Table 1.

Table 1. Results of Voting on Board Priorities

| Proposed Goal | Votes |
|--|-------|
| Create metrics to ensure equitable services for all | 5 |
| Reasonable rates | 5 |
| Develop summary of the five- to 10-year outlook of knowns and unknowns | 4 |
| Foster relationships for outreach and education | 2 |
| Legislative program | 2 |
| Site Tours | 1 |
| New technology | 1 |
| Balance assets to debt | 1 |
| Develop a succession plan | 0 |
| Grow recycling locations | 0 |
| Delineate SVR role and members’ votes | 0 |
| One-on-one Board member relationship | 0 |
| Partnerships with like-minded agencies | 0 |



Wrap Up and Next Steps

To wrap up, Christine summarized key agreements from the day. She explained that Baker Tilly would prepare this summary report and thanked the group for their engagement and participation during the workshop.

Closing Comments

To conclude the workshop, each workshop participant offered a one-word key takeaway from the session. The comments that were shared are listed below.

- Intentional
- Visionary
- Grounding
- Comfortable (safe space)
- Collaborative
- “Why”
- Engaged
- Happy





Report to the Board of Directors

Date: January 18, 2024
From: Mandy Brooks, Resource Recovery Manager
Title: Edible Food Recovery Grant Awards

ITEM NO. 10

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

ATTACHMENT

1. Power Point Presentation

FY 23-24 Edible Food Recovery Grant Award

Salinas Valley Solid Waste Authority
Board Meeting | Jan 18, 2024

Published 1/11/2024

1

Background

- SB 1383 Requirement
- Countywide Program
- 2 Cycles of Grants Awarded
11 Awards | Totaling approx. \$190,000



2

3rd Cyle of Funding

- FY 23-24 Total Funding: \$105,000
- 15 Applications Received | Requesting over \$206,000



3

FY 23-24 Awardees



Meals on Wheels of the Mo. Peninsula | \$12,500
Cryo-vac Machines, Pickling Supplies, Storage Racks, Staff time



CSUMB Basic Needs | \$9,318
Utility Carts, Crates, Bags, Food Carriers, Shelving



Veterans Transition Center | \$13,018
Refrigerator, Freezer, Staff time



Fort Ord Enviro. Justice Network | \$19,504
Refrigerator, Freezer, Prep Table & Shelving, Supplies, Food Storage Containers, Staff time



Gathering For Women | \$11,260
Food Totes, Utility Carts, Volunteer Stipends



Parallel Church | \$22,500
Shelving & Construction, Signage, Food Serving Supplies, Staff time



Gateway Center | \$10,020
Commercial Freezer and Staff time

TOTAL AWARD AMOUNT: \$98,120

4



Questions/ Comments?

THANK YOU!



Report to the Board of Directors

Date: January 18, 2024
From: Monica Ambriz, Human Resources Supervisor
Title: 2023 Employee Survey

ITEM NO. 11

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

ATTACHMENT

1. Power Point Presentation



2023 Employee Survey

By: Monica Ambriz
Human Resources Supervisor

Published 1/11/2024

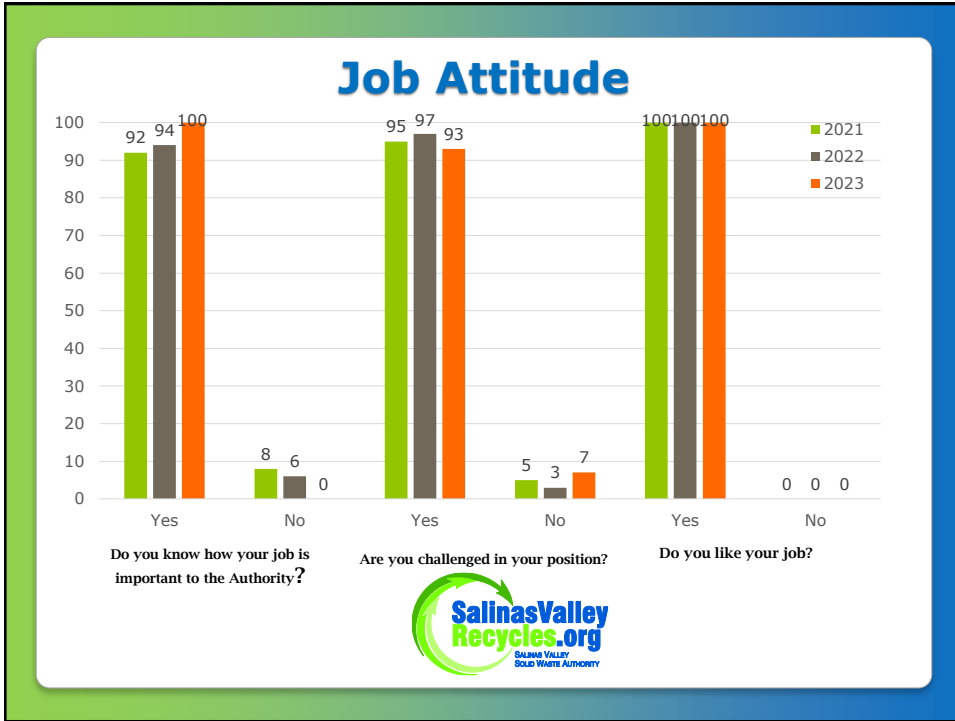
1

Goal of Survey

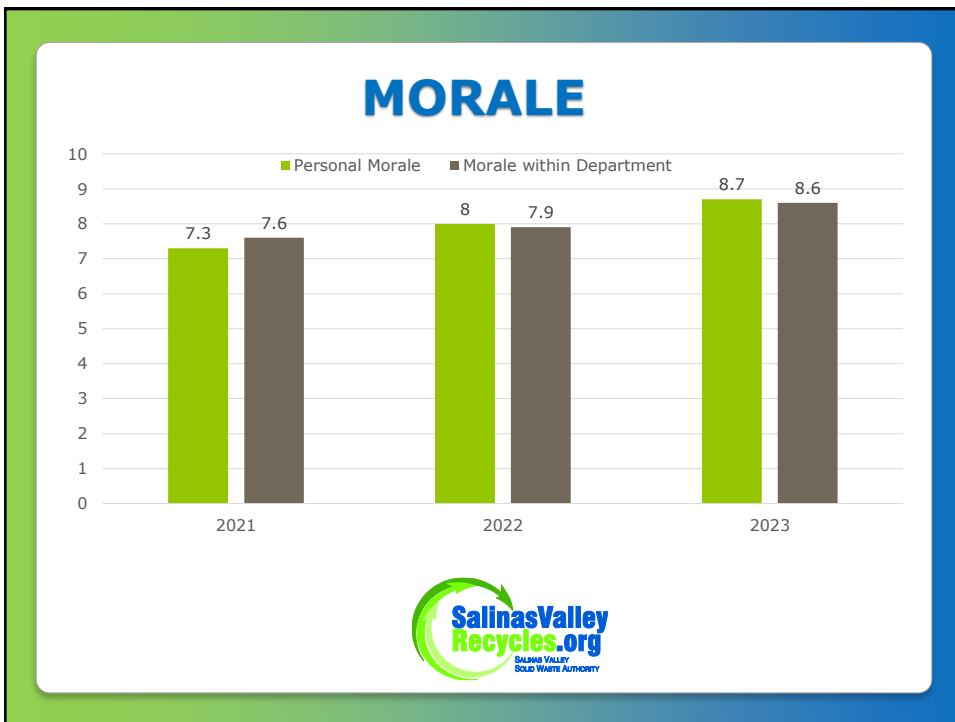
- Measure employees:
 - Job Satisfaction
 - Morale
 - Our Organization
 - Engagement
 - Benefits
- Collect ideas for improvement
- Determine any trends



2

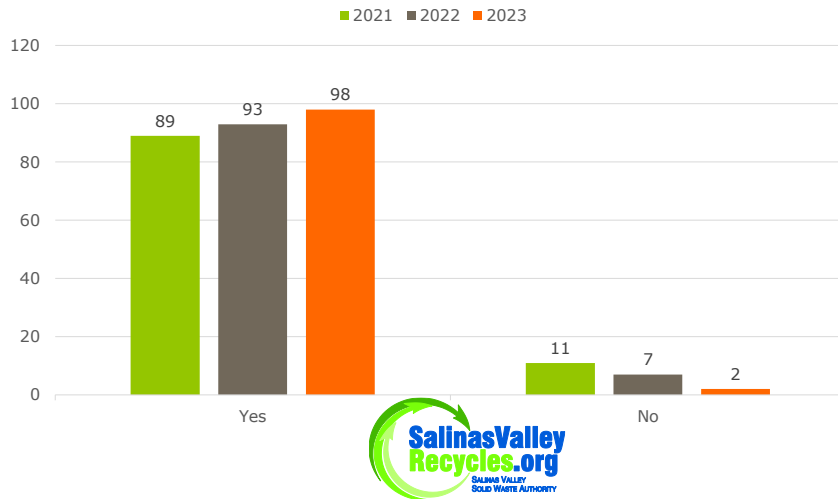


3



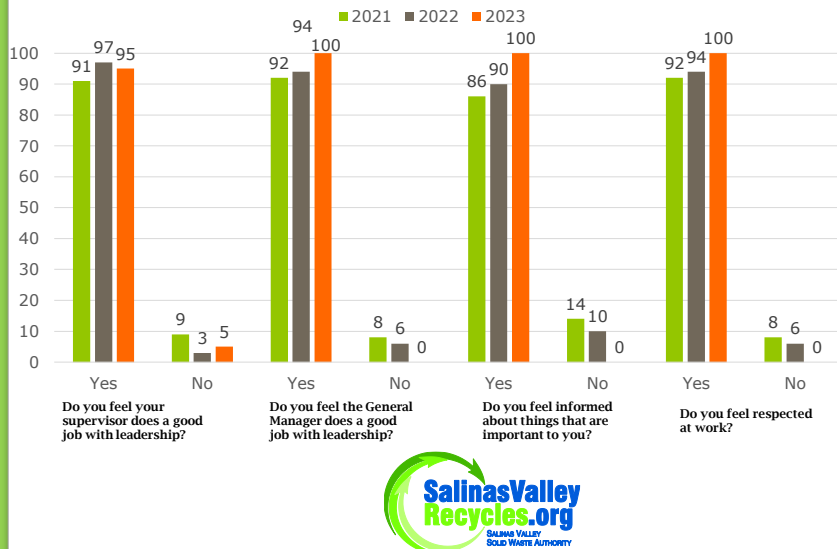
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DO YOU KNOW THE MISSION, VISION & GOALS OF AUTHORITY

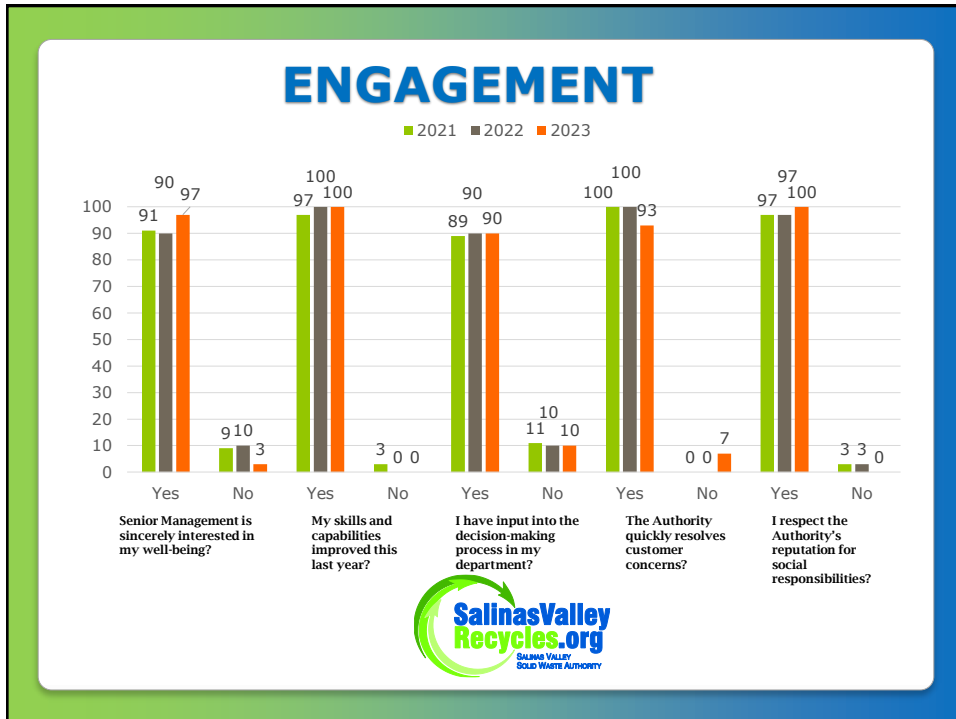


5

GENERAL ATTITUDE



6



Next Steps



Each manager will meet with their respective department to gather initiatives for improvement



The recommended improvements will be further explored



Use the survey as benchmark for improving next years responses

9

Questions?

Thank you.



10



Report to the Board of Directors

Date: January 18, 2024

From: Cesar Zuñiga, Asst. General Manager/Brian Kennedy,

Title: Annual Tonnage, Operation, and Environmental Compliance Report for FY 2022-23

ITEM NO. 12

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A


Authority General Counsel

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

ATTACHMENT

1. Power Point Presentation

Item No. 12



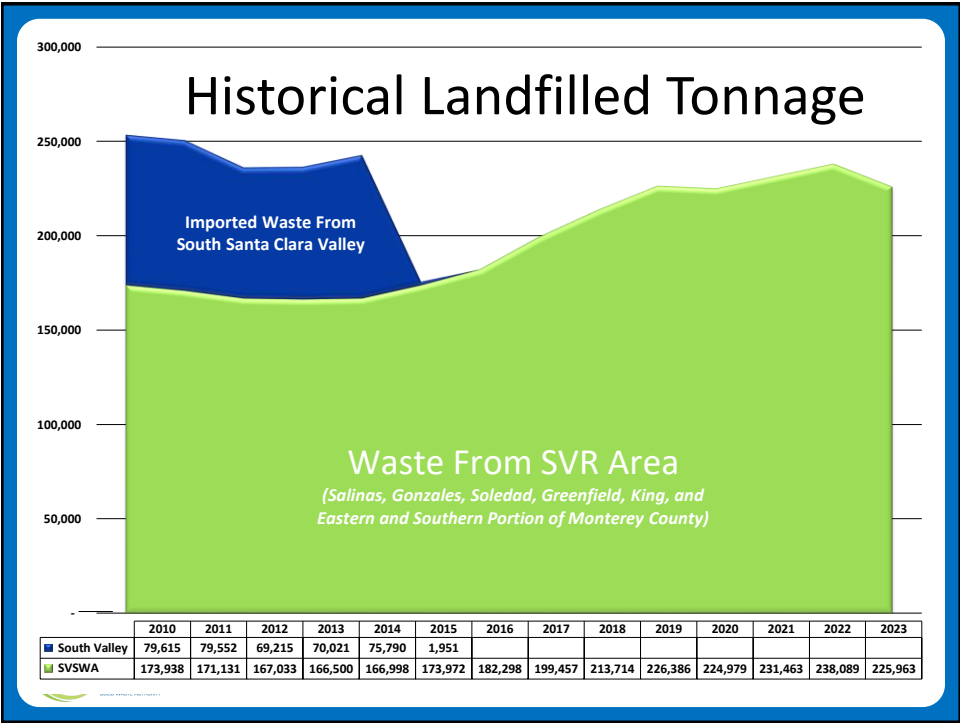
**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

**Annual Tonnage, Operation, and
Environmental Compliance Report
For FY 2022-23**

Salinas Valley Solid Waste Authority
Board of Directors Meeting
January 18, 2024

Published 1/11/2023

1



2

Authority Service Area Tons Processed 225,349 Tons

| | Salinas | Monterey County | Soledad | King City | Greenfield | Gonzales | Total |
|-------------------------------|----------------|--------------------|---------------|---------------|---------------|---------------|----------------|
| Total Received | 165,110 | 56,635 | 17,594 | 13,663 | 15,134 | 16,886 | 285,022 |
| Less C&D (Used for ADC) | 2,327 | 460 | 259 | 250 | 345 | 333 | 3,974 |
| Less Biosolids (Used for ADC) | 2 | - | 497 | - | - | - | 499 |
| Less Dirt | 1,665 | 539 | 96 | 1 | 51 | 202 | 2,554 |
| Net Tonnage Received | 161,116 | 55,635 | 16,741 | 13,413 | 14,738 | 16,351 | 277,995 |
| Diverted Greenwaste | 22,243 | 9,743 | 2,240 | 1,989 | 3,254 | 1,604 | 41,073 |
| Diverted Depackager | 1,475 | 383 | - | 5 | - | 540 | 2,403 |
| Diverted Other | 2,503 | 616 | 1,169 | 277 | 1,154 | 2,314 | 8,032 |
| Diverted Wood Waste | 321 | 76 | 63 | 189 | 224 | 105 | 978 |
| Diverted HHW | 127 | 4 | 3 | 9 | 2 | 14 | 159 |
| Total Diverted | 26,669 | 10,823 | 3,474 | 2,468 | 4,634 | 4,577 | 52,645 |
| % Diverted | 16.6% | 19.5% | 20.8% | 18.4% | 31.4% | 28.0% | 18.9% |
| Solid Waste Landfilled | 134,447 | 44,812 | 13,267 | 10,945 | 10,103 | 11,774 | 225,349 |

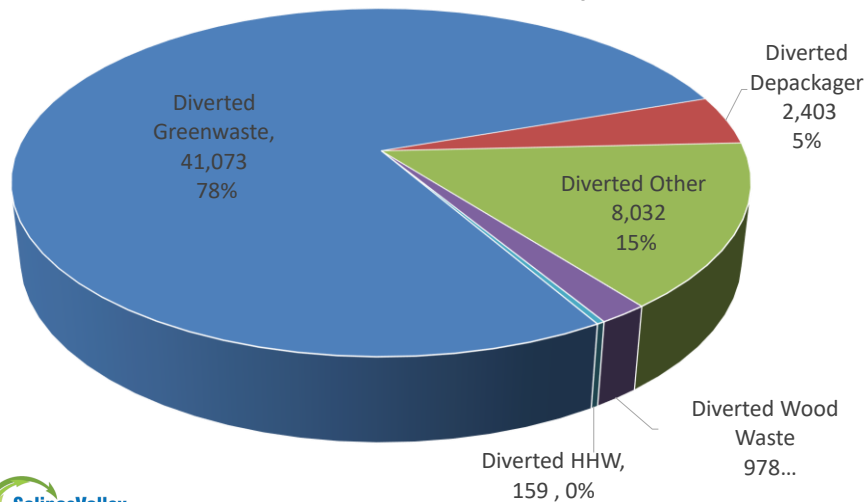


*Data includes inbound tons. 613.82 tons from out of service area not included in table.

Facilities not operated by SVSWA are allocated based on tonnage received at Johnson Canyon

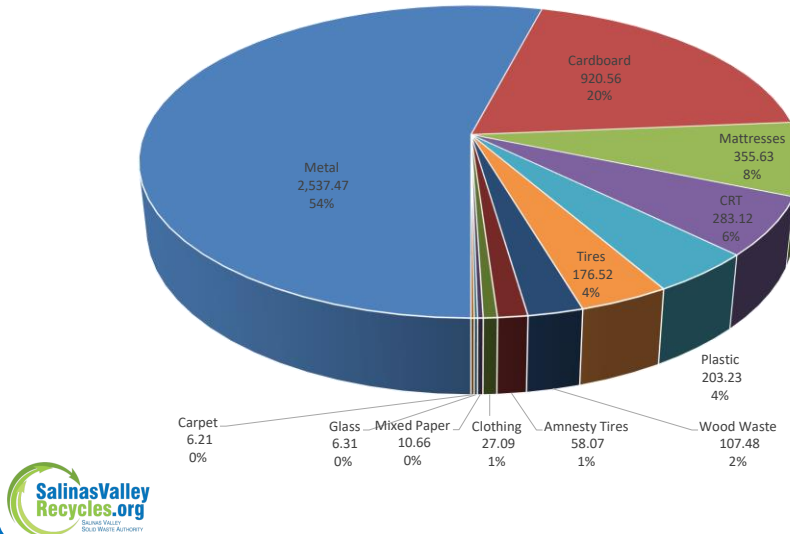
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Diverted Tonnage by Commodity 52,645 Tons Accepted



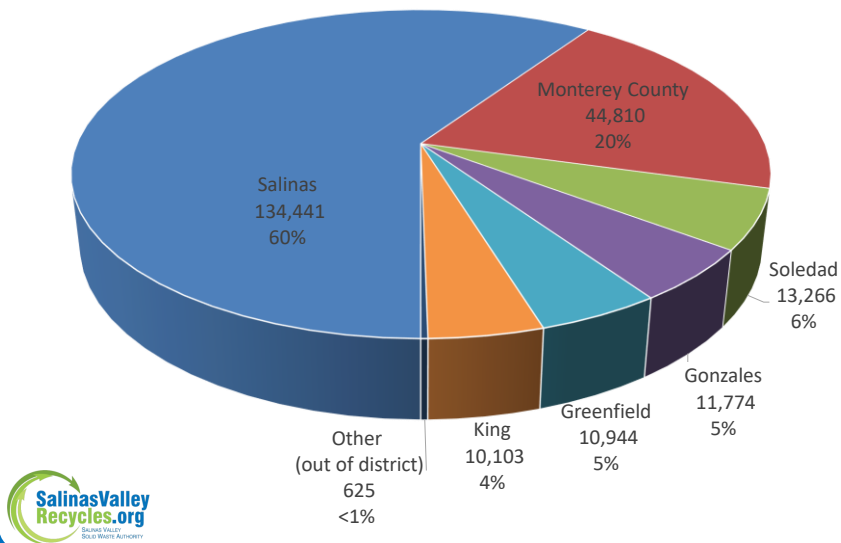
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Additional Diversion 4,692 Tons



5

Tons Landfilled Origin 225,963 Tons



6

SVSWA Permit Compliance Overview

- **Regional Water Quality Control Board**
 - Issues landfill Waste Discharge and Monitoring Requirements
 - Issues Compost Facility Waste Discharge Requirements
 - Issues Section 401 Water Quality Permits
 - Issues Stormwater Permit (IGP)
- **County Of Monterey (Local Enforcement Agency)**
 - CalRecycle Proxy - Issues Solid Waste Facility Permits including Compost Permit
 - Directs Certified Unified Program Agency for hazardous waste storage, business plan, HHW program
- **Monterey Bay Air Resources District**
 - Issues Permits to Operate Flares, Compost Facility, Backup Generators, Heavy Equipment and regulates landfill surface emissions.



7

Jolon Road Permit Compliance

Regional Water Quality Control Board

Waste Discharge/Monitoring and Reporting Requirements

- 2 Groundwater Sampling Events - 13 Monitoring Locations
- 2 Semi-Annual Reports
- 1 Annual Inspection by RWQCB Staff

Stormwater (Industrial General Permit)

- 12 Stormwater Inspections
- 4 Sampling Events
- 1 Annual Report

Monterey County Health Department

Solid Waste Facility Permit

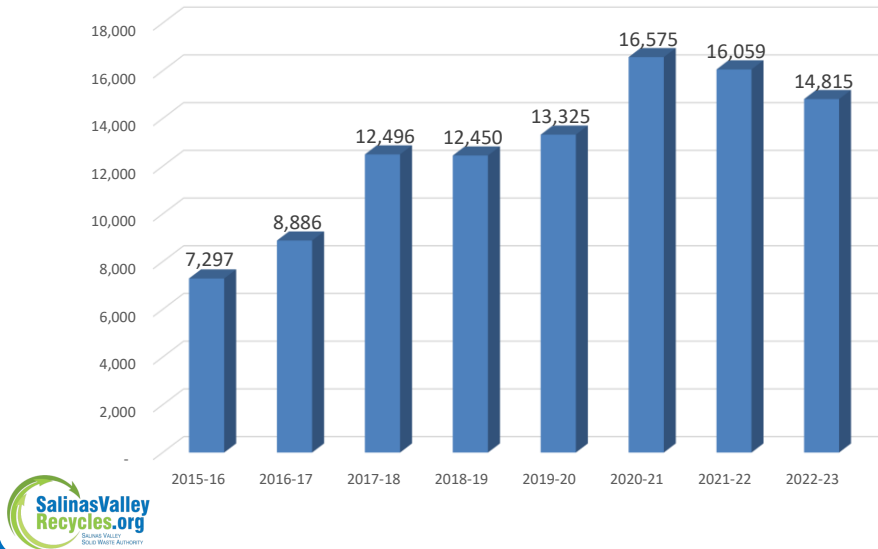
- 12 Site Inspections for Transfer Station
- 4 Site Inspections for Closed Landfill
- 4 Quarterly Operational Reports
- 5-Year Permit Review - Transfer Station



All Reports Properly Submitted - No Permit Violations Noted

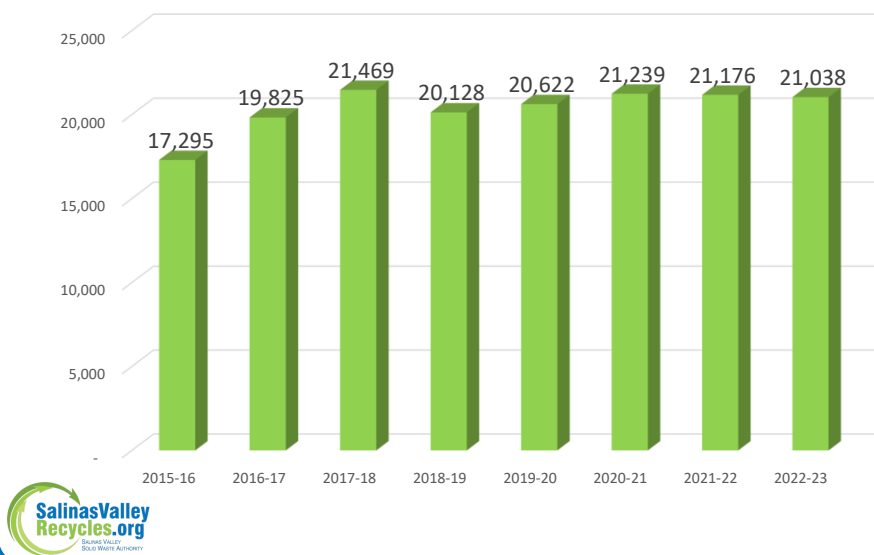
8

Jolon Road Transfer Station Trips



9

Jolon Road Transfer Station Tons



10

Jolon Road Transfer Station Improvements

- FY 22/23 Board Approved Capital Improvement Budget of \$500,000 to install a fabric building and improve the tipping pad.
- Staff completed fill and grading improvements that placed all diversion activities on same pad / elevation.
- Staff assisted with pad demolition and preparation.



11

Jolon Road Transfer Station Improvements

- Completed Clear Span Building 100'x120' (12,000 sf).
- Poured new tipping pad (5,600 sf).
- Constructed a new breakroom for employees (160 sf).
- Total Cost of Improvements \$515,000.
- 2024 – Entrance Road Project



12

Jolon Road Transfer Station Improvements



13

Jolon Road Transfer Station Improvements



14

Jolon Road Transfer Station Improvements



15

Johnson Canyon Landfill



16

Johnson Canyon Permit Compliance

Regional Water Quality Control Board

Waste Discharge/Monitoring and Reporting Requirements

- 2 Groundwater Sampling Events - 14 Monitoring Locations
- 2 Semi-Annual Reports
- 1 Annual Inspection by RWQCB Staff
- Revised Monitoring and Reporting Program - 11-2022

Stormwater (Industrial General Permit)

- 12 Stormwater Inspections
- 1 Annual Report

Compost Facility Discharge/Monitoring Requirements

- 4 Sampling Events
- 6 Stormwater event inspections
- 1 Annual Report



17

Johnson Canyon Permitting (Cont.)

Monterey County Health Department

Solid Waste Facility Permit

- 12 site inspections by County Staff
- 4 Quarterly Operational Reports

Compost Facility Permit

- 12 site inspections by County Staff

CUPA Permits

- 1 Site inspection for ABOP and Shop

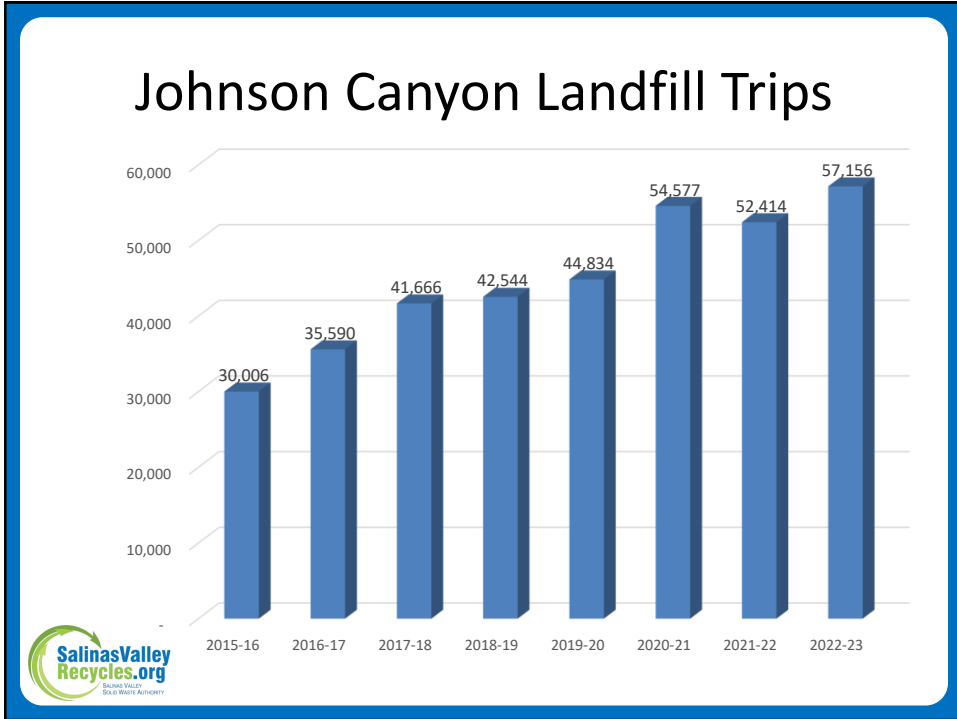
Monterey Bay Air Resources District

- 1 Souce Test - Flare Emissions Test
- 4 Landfill Surface Emission Test
- 1 Site inspection including flares, generators, and compost facility
- 2 Bi- Annual Reports including Title V (Federal) Permitting

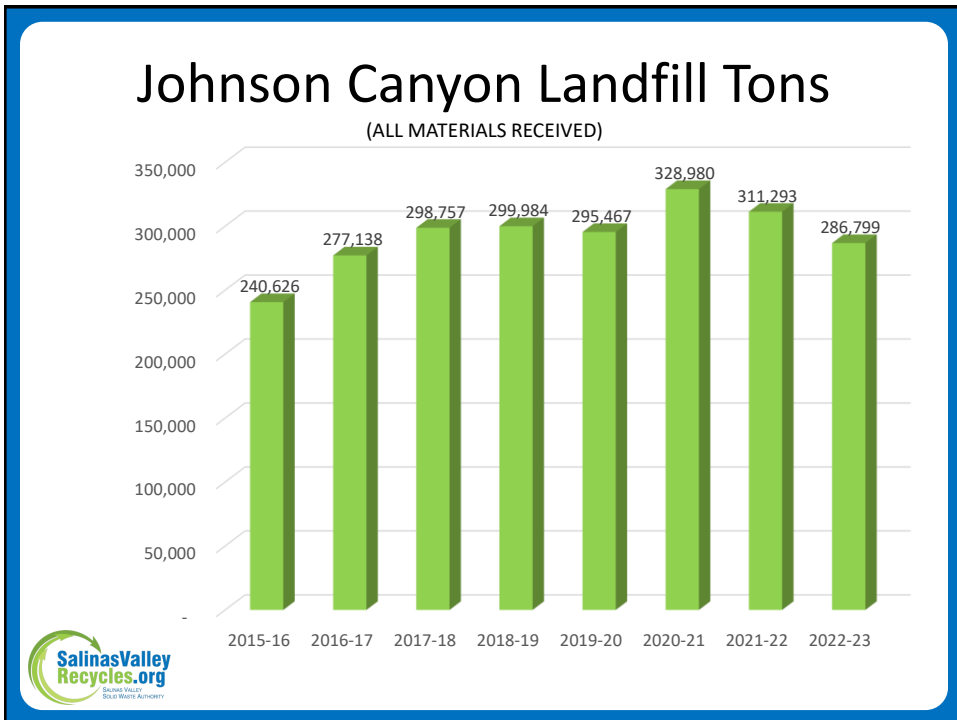


All Reports Properly Submitted - No Permit Violations Noted

18



19



20

SVR Landfill Operations

- Board released an RFP for landfill operations in October 2013.
- Staff provided an in-house proposal and was selected by the board in February 2014.
- SVR 10-year proposal was between \$2-\$6.5 million lower than the private vendors.
- Through 8.5 years of operation SVR staff is trending 1% higher overall than projected in 2014



21

SVR Landfill Operations

| FY | Proposed | Actual |
|--------|------------------|------------------|
| 15/16 | \$ 2,874,524.00 | \$ 2,457,898.64 |
| 16/17 | \$ 2,989,505.00 | \$ 2,491,272.78 |
| 17/18 | \$ 3,109,086.00 | \$ 2,882,455.81 |
| 18/19 | \$ 3,233,449.00 | \$ 3,463,860.65 |
| 19/20 | \$ 3,362,787.00 | \$ 3,402,426.25 |
| 20/21 | \$ 3,497,298.00 | \$ 3,417,695.48 |
| 21/22 | \$ 3,637,190.00 | \$ 3,706,758.76 |
| 22/23 | \$ 3,782,678.00 | \$ 4,276,801.19 |
| 23/24* | \$ 1,966,992.00 | \$ 2,535,823.75 |
| Total | \$ 28,453,509.00 | \$ 28,634,993.31 |

* 6-months

101%



22

Johnson Canyon Landfill Module 8 Excavation & Rolling Closure

- Solid Waste Techs task with excavation of future Module.
- 2019 Module construction excavation cost per CY was \$2.35. With today's inflation and cost of fuel, its estimated above \$5.00/cy.
- Board approved the equipment purchase and additional staff to do most of this work in house at a cost of \$1.75/cy for excavation.



23

Johnson Canyon Landfill Module 8 Excavation & Rolling Closure

- Excavated soil is being used on finished landfill slopes as part of the rolling closure.
- This will minimize closure cost by completing today and not in 2066.



24

Johnson Canyon Landfill Module 8 Excavation & Rolling Closure



25

Johnson Canyon Landfill C&D Sortline



26

Lewis Road Landfill



27

Lewis Road Permitting

Regional Water Quality Control Board

Waste Discharge/Monitoring and Reporting Requirements

- 2 Groundwater Sampling Events - 12 Locations
- 2 Semi-Annual Reports
- 1 Annual Inspection by RWQCB Staff

Stormwater (Industrial General Permit)

- 12 Stormwater Inspections
- 1 Annual Report

Monterey County Health Department

Solid Waste Facility Permit

- 4 site inspections
- 4 Quarterly Operational Reports

Monterey Bay Air Resources District

- 1 Source Test - Emissions
- 1 Site inspection
- 1 Landfill Surface Emissions Test
- 1 Permit Modification Application - Less than Continuous Operation



All Reports Properly Submitted - No Permit Violations Noted

28

Household Hazardous Waste



29

Household Hazardous Waste

| Fiscal Year | Participants | HHW Collected |
|-------------|--------------|----------------|
| 2021/2022 | 7,219 | 1,338,181 lbs. |
| 2022/2023 | 4,988 | 1,004,214 lbs. |



30

Household Hazardous Waste

- Assist with Franchise Hauler Clean Up Events
- Weekly pick up of ABOP facilities at SVR sites.
- Freon Extraction and appliance certification at SVR sites.
- Assist with HHW permits for SVR Operations.



31

Crazy Horse Landfill



32

Crazy Horse Permit Compliance

Regional Water Quality Control Board

Waste Discharge/Monitoring and Reporting Requirements

- 2 Groundwater Sampling Events - 60 Monitoring Locations
- 2 Semi-Annual Reports
- 1 Annual Inspection by RWQCB Staff

Stormwater (Industrial General Permit)

- 12 Stormwater Inspections
- 2 Sampling Events
- 1 Annual Report

Section 401 Water Quality Permit (Willow Transplant Project)

- 12 Inspections
- 1 Annual Report



33

Crazy Horse Permit Compliance (Cont.)

Monterey County Health Department

Solid Waste Facility Permit

- 4 Site Inspections by County Staff
- 4 Quarterly Operational Reports

Monterey Bay Air Resources District

- 1 Souce Test - Flare Emissions Test
- 1 Landfill Surface Emission Test
- 1 Site inspection including flare and generator
- 1 Annual Report
- Permit Application to Restart Older Flare 1

All Reports Properly Submitted - No Permit Violations Noted



34

Crazy Horse Landfill 2024

- Staff will begin conceptual design process for a potential Transfer Station.
- Analyze Permitting and regulatory requirements.
- Perform a cost analysis and staffing demands.
- Provide the board all the information needed and potential options so direction can be provided to staff.



35

Authority Permit Compliance Totals

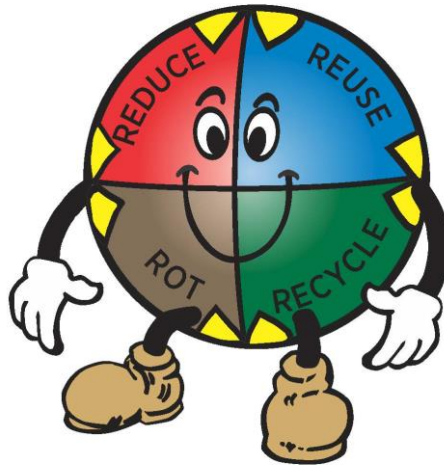




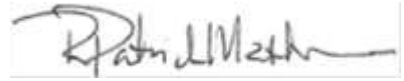
| | Crazy Horse | Johnson Canyon | Jolon Road | Lewis Road | Total |
|-------------------|-------------|----------------|------------|------------|-------|
| Permits | 5 | 8 | 3 | 4 | 20 |
| Site Inspections | 30 | 45 | 29 | 18 | 122 |
| Reports Submitted | 9 | 10 | 7 | 7 | 33 |
| Permit Violations | 0 | 0 | 0 | 0 | 0 |



36

Questions?



| | |
|--|--|
|  <p>Report to the Board of Directors</p> | <p>ITEM NO. 13</p> |
| <p>Date: January 18, 2024</p> <p>From: C. Ray Hendricks, Finance and Administration Manager</p> <p>Title: Request for FY 2024-25 Preliminary Budget Direction</p> | <div data-bbox="1101 184 1523 336">  <p>Finance and Administration Manager/Controller-Treasurer</p> </div> <div data-bbox="1101 361 1523 472">  <p>General Manager/CAO</p> </div> <div data-bbox="1101 514 1523 577"> <p>N/A</p> <p>Authority General Counsel</p> </div> |

RECOMMENDATION

The Executive Committee provided input and support for rate increase option two and forwarded this item to the Board for further discussion and input so that staff can move forward with the budget process.

DISCUSSION & ANALYSIS

Staff would like feedback from the Board on the assumptions, rate changes, and potential ways to maintain a balanced budget. The following are the key increases and staff recommendations for a balanced budget.

Budget Summary

The preliminary budget is written as a status quo budget:

- No major changes in operations are expected during FY 2024-25.

The Authority used one-time funds to pay down the CalPERS Unfunded Actuarial Liability during FY 2023-24. The consolidated summary of the proposed budget changes includes these amounts. However, the narrative that follows does not in order to show a more accurate picture of the Authority's changes in revenues and expenditure.

The Proposed Budget is balanced as presented but does require rate increases which are discussed below.

The following is a consolidated summary of the proposed budget changes.

| | 2023-24 BUDGET | 2024-25 PROPOSED BUDGET | INCREASE/ (DECREASE) |
|--------------------------------|--------------------------|-------------------------------|-------------------------|
| <u>BUDGETED REVENUE</u> | | | |
| OPERATING REVENUES | 24,571,300 | 26,248,900 | 1,677,600 |
| USE OF ONE TIME SURPLUS | <u>1,080,000</u> | <u>-</u> | <u>(1,080,000)</u> |
| TOTAL BUDGETED REVENUE | <u>25,651,300</u> | <u>26,248,900</u> | <u>597,600</u> |
| <u>BUDGETED EXPENDITURES</u> | | | |
| OPERATING EXPENDITURES | 18,681,800 | 19,150,900 | 469,100 |
| ESTIMATED SET ASIDE (NEW CELL) | 1,045,000 | 1,087,500 | 42,500 |
| DEBT SERVICE | 3,113,200 | 3,111,600 | (1,600) |
| POST CLOSURE | 1,070,000 | 1,104,000 | 34,000 |
| CIP ALLOCATION | <u>1,725,000</u> | <u>1,778,000</u> | <u>53,000</u> |
| TOTAL BUDGETED EXPENDITURES | <u>25,635,000</u> | <u>26,232,000</u> | <u>597,000</u> |
| BALANCE USED FOR RESERVES | <u>16,300</u> | <u>16,900</u> | <u>600</u> |

Revenue Increases (\$1,677,600)

Revenues are projected to increase 6.8% in total. The following table summarizes the projected increases.

| | |
|------------------------------|-----------------------|
| SOLID WASTE TONNAGE INCREASE | 550,400 |
| INVESTMENT EARNINGS | 500,000 |
| ORGANICS TONNAGE INCREASE | 145,000 |
| OTHER REVENUE ADJUSTMENTS | <u>35,200</u> |
| INCREASED REVENUE | 1,230,600 |
| RATE INCREASE NEEDED | <u>447,000</u> |
| TOTAL REVENUE INCREASES | 1,677,600 |

Solid Waste Tonnage Increases (\$550,400)

While tonnage has decreased as expected with the closure of Sun Street, increased self-haul tonnage and traffic is already being seen at Johnson Canyon Landfill. Staff recommends increasing the budgeted tonnage from 209,000 to 217,500. An additional 8,500 tons will increase revenues by **\$550,400**.

Investment Earnings (\$500,000)

Investments earnings have dramatically increased due to higher treasury rates in the past year. While returns are expected to begin going down in the next year, staff is budgeting an additional **\$500,000** in investment revenues for FY 2024-25.

Organics Tonnage Increase (\$145,000)

Organics tonnage is trending higher than the currently budgeted amount due in part to expanded efforts to increase recovery of organic material as required by SB 1383. Staff is recommending increasing the budgeted tonnage by 2,500 tons, which will increase the expected revenue by **\$145,000**.

Other Revenue Adjustments (\$35,200)

The net impact of all other revenue adjustments is a decrease of **\$35,200**.

Balancing the Budget

Rate Increase Needed (\$447,000)

In order to balance the budget, the Authority needs an additional \$447,000 in revenue from fee increases, which represents **1.7% of the total revenue** for FY 2023-24. Staff is proposing three options, shown in order of preference, to balance the budget. The options are shown in reverse order than what was presented to the Executive Committee to more easily, and option three has been adjusted as explained below. The Executive Committee has expressed support for option two.

Option one fully funds AB939 Fees (fiscal goal) and eliminates the tipping fee subsidy for this program while decreasing the tipping fees for Fiscal Year 2024-25. This has been a long-standing goal of the Authority. However, absent a substantial tonnage increase, the tipping fee will likely have to be increased in Fiscal Year 2025-26.

Option two applies the \$447,000 needed to balance the budget to AB939 fees. This reduces the tipping fee subsidy by \$112,000, which is the equivalent of \$.50/ton. The Executive Committee supports this option, as it moves the needle in the right direction to eventually eliminate the tipping fee subsidy for AB939 non-landfill programs.

Option three splits the increase between tipping fees and AB939 Fees. This option has been adjusted from what was presented at the Executive Committee meeting so that the AB939 subsidy from solid waste tipping fees does not increase year over year. AB939 programs have increased costs of \$235,000 but have lost over \$100,000 in recycling revenue that helped to fund the program due to the closure of Sun Street.

Following are the options for allocating the increase:

| Funding Options | 2023-24 Rates | 2024-25 Proposed Rates | Total Increase % |
|------------------------------------|------------------|------------------------------|---------------------|
| <u>1. Fully Fund AB939</u> | | | |
| Solid Waste | \$ 64.75 | \$ 62.75 | -3.1% |
| AB939 | \$ 4,103,000 | \$ 5,008,400 | 22.1% |
| <u>2. Increase AB939 Fees Only</u> | | | |
| Solid Waste | \$ 64.75 | \$ 64.75 | 0.0% |
| AB939 | \$ 4,103,000 | \$ 4,550,000 | 10.9% |
| <u>3. Split the Increase</u> | | | |
| Solid Waste | \$ 64.75 | \$ 65.25 | 0.8% |
| AB939 | \$ 4,103,000 | \$ 4,441,000 | 8.2% |

Estimated Rate Impacts

Below are the comparisons of what the estimated SVSWA rate impacts on the customer rates would be for all three options. AB939 fees are reallocated annually based on the prior three years of franchise tonnage and are included in the estimate. **The rate impact estimates below for each hauler and under each option only represents a range of 0.5%-1.5% increase to the total customer rate.**

| Hauler | Service Level | Current | Option 1 | Option 2 | Option 3 |
|--------------------|----------------------|----------------|-----------------|-----------------|-----------------|
| Republic - Salinas | 32 gal | 33.47 | 0.20 | 0.15 | 0.14 |
| Tri Cities | 48 gal | 29.50 | 0.46 | 0.34 | 0.31 |
| WM- County | 35 gal | 46.82 | 0.40 | 0.33 | 0.32 |
| WM- King City | 35 gal | 42.83 | 0.21 | 0.22 | 0.23 |
| Republic - Salinas | 1 cy | 367.93 | 1.19 | 0.96 | 0.90 |
| Tri Cities | 1 cy | 206.65 | 2.66 | 1.98 | 1.81 |
| WM- County | 1 cy | 266.49 | 2.25 | 1.89 | 1.81 |
| WM- King City | 1 cy | 180.00 | 0.84 | 0.94 | 0.97 |
| Republic - Salinas | 3 cy | 521.23 | 3.58 | 2.87 | 2.71 |
| Tri Cities | 3 cy | 482.56 | 7.98 | 5.93 | 5.45 |
| WM- County | 3 cy | 615.60 | 5.20 | 4.36 | 4.18 |
| WM- King City | 3 cy | 407.06 | 1.92 | 2.14 | 2.20 |

Budgeted Expenditure Increases (\$1,590,000)

| | |
|--|---------------------|
| <i>Payroll Increases (Net)</i> | \$ 893,600 |
| <i>Fuel</i> | 125,500 |
| <i>Equipment Maintenance</i> | 112,400 |
| <i>Fees/Set Asides based on Tonnage</i> | 111,900 |
| <i>HHW Hauling & Disposal</i> | 74,500 |
| <i>Insurance</i> | 59,000 |
| <i>Organics Processing</i> | 43,900 |
| <i>All Other Increases / (Decreases)</i> | 174,600 |
| Total Operating Budget Increase | \$ 1,590,000 |

Payroll Increase (\$893,900)

Following is a Summary of the Payroll Increases:

| | |
|----------------------------------|-------------------|
| <i>COLA (3.5%)</i> | 238,100 |
| <i>Worker's Comp Premiums</i> | 175,500 |
| <i>Merit Increases</i> | 125,600 |
| <i>Pension/OPEB</i> | 73,300 |
| <i>Medical Premiums</i> | 48,100 |
| <i>Other Payroll Adjustments</i> | 2,700 |
| Payroll/Benefit Increases | \$ 663,300 |

Staff is requesting the following staff allocations:

Two additional Diversion Workers. One for Johnson Canyon Landfill, and one for Jolon Road Transfer Station. Each position will cost an estimated \$115,300 in salary and benefits. Each site has seen an increase in traffic and needs the additional positions to safely manage the increased traffic and diversion programs. Following is the total payroll expenditure with the two additional staff allocations.

| | |
|----------------------------------|-------------------|
| <i>Payroll/Benefit Increases</i> | \$ 663,300 |
| <i>Diversion Worker (2)</i> | 230,600 |
| Total Payroll Increases | \$ 893,900 |

Fuel (\$125,500)

The diesel budget was established at a \$3.50-\$4.00 a gallon but has fluctuated between \$4.15-\$5.50 over the past 18 months. To ensure we had adequate funding we are requesting an increase of **\$125,500** to cover these increases for all our fuel accounts.

Equipment Maintenance (\$112,400)

Our vendors have drastically increased their rates due to rising cost of parts, labor, and a shortage of supplies, with hourly rates increasing from \$130 to \$190 for most of our vendors who provide additional help to maintain our equipment. The cost of parts for maintenance that is done in-house has also seen increased costs or are unavailable due to shortages. Our budgets for equipment maintenance cover all our parts, tire repairs, fabrication, and mechanical repairs for eighty-five units which includes trucks, trailers, and off-road equipment. Staff is requesting an increase of **\$112,400** to ensure that there is enough funding to keep our fleet operational.

Fees/Set Asides based on Tonnage (\$111,900)

A few of our line items are dependent on actual tonnage; Johnson Canyon Closure, Johnson Canyon Post-Closure, and Johnson Canyon New Cell Construction CIP set-asides. As well as Johnson Canyon CalRecycle Fees. With the tonnage estimate increased by 8,500 tons, the budget for these tonnage-based line items has increased by **\$111,900**.

HHW Hauling & Disposal (\$74,500)

On the June 15, 2023 meeting, the Board approved a contract with Advanced Chemical Transport, Inc for the transportation and disposal of Household Hazardous Waste. While tonnages have decreased since the Household Hazardous Waste facility moved from Sun Street to Madison Lane, the rate increases in the new contract are significant. An additional **\$74,500** is needed to fully fund this required program.

Insurance (\$59,000)

Staff is budgeting an additional **\$59,000** to fund expected increases in the insurance premiums paid to insure our sites.

Organics Processing (\$43,900)

Organics tonnage is trending higher than the currently budgeted amount. Staff is recommending increasing the budgeted tonnage by 2,500 tons. The amount needed to fully fund the processing of the projected tonnage is **\$43,900**.

CIP/Post-Closure Budget

The Authority tries to fund known capital from operations on a save-as-you-go basis. For some projects, this requires allocating funds to CIPs over several years. All CIP budgets are increasing by 3% to account for continued increases in the costs of capital. The year-over-year changes are shown in summary on the table below.

| | FY 2022-23 Approved CIP Allocation | FY 2023-24 Proposed CIP Allocation | Change |
|--|--|--|----------------|
| <i>Equipment Replacement</i> | 1,150,000 | 1,185,000 | 35,000 |
| <i>Post Closure Maintenance (3 sites)</i> | 1,070,000 | 1,104,000 | 34,000 |
| <i>JC Landfill Improvements</i> | 425,000 | 438,000 | 13,000 |
| <i>Roadway Maintenance/Improvements</i> | 100,000 | 103,000 | 3,000 |
| <i>JR Transfer Station Improvements</i> | 25,000 | 26,000 | 1,000 |
| <i>Diversion Programs</i> | <u>25,000</u> | <u>26,000</u> | <u>1,000</u> |
| <i>Total CIP Allocation</i> | 2,795,000 | 2,795,000 | 87,000 |
| <i>Estimated New Cell Set Aside @\$5.00/ton (Included in Operating Budget)</i> | <u>1,045,000</u> | <u>1,087,500</u> | <u>42,500</u> |
| <i>Total CIP/Set Asides</i> | <u>3,840,000</u> | <u>3,840,000</u> | <u>129,500</u> |

BACKGROUND

The budget process begins in January with a budget direction presentation. The feedback provided by the Board is incorporated into the Preliminary Budget presented in February, with a rate hearing and final budget being presented in March for final adoption. This allows franchise waste haulers to begin their scheduled rate setting process in April.

ATTACHMENT(S)

1. Power Point Presentation



FY 2024-25 Request for Budget Direction

January 18, 2024

Published 1/11/2024

1

Budget Assumptions

- Status Quo
 - No Changes in Operations

2

Budget Summary

| | 2023-24 | 2024-25 Proposed | Increase/ (Decrease) |
|-------------------------------------|-------------------|---------------------|-------------------------|
| <u>Budgeted Revenue</u> | | | |
| Operating Revenues | 24,571,300 | 26,248,900 | 1,677,600 |
| Use of One Time Surplus | 1,080,000 | 0 | (1,080,000) |
| Total Budgeted Revenue | 25,651,300 | 26,248,900 | 597,600 |
| <u>Budgeted Expenditures</u> | | | |
| Operating Expenditures | 18,681,800 | 19,150,900 | 469,100 |
| Estimated Set Aside (New Cell) | 1,045,000 | 1,087,500 | 42,500 |
| Debt Service | 3,113,200 | 3,111,600 | (1,600) |
| Post Closure | 1,070,000 | 1,104,000 | 34,000 |
| CIP/Repayment Allocation | 1,725,000 | 1,778,000 | 53,000 |
| Total Budgeted Expenditures | 25,635,000 | 26,232,000 | 597,000 |
| Balance Used for Reserves | 16,300 | 16,900 | 600 |

3

Payroll Increases

| | |
|--------------------------------|----------------|
| COLA (3.5%) | 238,100 |
| Worker's Comp Premiums | 175,500 |
| Merit Increases | 125,600 |
| Pension/OPEB | 73,300 |
| Medical Premiums | 48,100 |
| Other Payroll Adjustments | 2,700 |
| Payroll / Benefit Increases | 663,300 |
| Diversion Worker (2) | 230,600 |
| Total Payroll Increases | 893,900 |

4

Staffing Allocation Changes

- Diversion Worker I/II +2
- Fully Loaded Cost \$115,300
 - One each for South County Sites
 - Needed to manage increased Customer count due to closure of Sun Street
 - Maintain adequate coverage to operate safely

5

FY 2023-24 Projected Total Budget Increase

| | |
|-----------------------------------|------------------|
| Payroll Increases (Net) | 893,600 |
| Fuel | 125,500 |
| Equipment Maintenance | 112,400 |
| Fees/Set Asides based on Tonnage | 111,900 |
| HHW Hauling & Disposal | 74,500 |
| Insurance | 59,000 |
| Organics Processing | 43,900 |
| All Other Increases / (Decreases) | 174,600 |
| Total Operating Budget Increase | <u>1,590,000</u> |

6

CIP/Post Closure Budget

| | FY 2023-24 Approved Budget | FY 2023-24 Proposed Budget | Change |
|-------------------------------|---|---|----------------|
| Equipment | | | |
| Purchase/Replacement | 1,150,000 | 1,185,000 | 35,000 |
| Post-Closure | 1,070,000 | 1,104,000 | 34,000 |
| JC Landfill | 425,000 | 438,000 | 13,000 |
| Roadway Improvements | 100,000 | 103,000 | 3,000 |
| Transfer Station Improvements | 25,000 | 26,000 | 1,000 |
| Diversion Programs | 25,000 | 26,000 | 1,000 |
| Total CIP Allocation | 2,795,000 | 2,882,000 | 87,000 |
| New Cell Construction | 1,045,000 | 1,087,500 | 42,500 |
| Total CIP/Set Asides | 3,840,000 | 3,969,500 | 129,500 |

7

Debt Service Schedule

| <u>Fiscal Year</u> | <u>Principal Payment</u> | <u>Interest Payment</u> | <u>Total Payment</u> |
|--------------------|------------------------------|-----------------------------|--------------------------|
| 2022-23 | 2,700,000 | 415,297 | 3,115,297 |
| 2023-24 | 2,700,000 | 413,116 | 3,113,116 |
| 2024-25 | 2,730,000 | 381,569 | 3,111,569 |
| 2025-26 | 2,770,000 | 340,937 | 3,110,937 |
| 2026-27 | 2,820,000 | 293,020 | 3,113,020 |
| 2027-28 | 2,870,000 | 238,656 | 3,108,656 |
| 2028-29 | 2,935,000 | 177,880 | 3,112,880 |
| 2029-30 | 3,000,000 | 111,057 | 3,111,057 |
| 2030-31 | 3,070,000 | 38,083 | 3,108,083 |
| | <u>25,595,000</u> | <u>2,409,614</u> | <u>28,004,614</u> |

Final Debt Service Payment Scheduled for August 1, 2030

8

Projected Revenue Changes

| | |
|------------------------------|----------------|
| Solid Waste Tonnage Increase | 550,400 |
| Investment Earnings | 500,000 |
| Organics Tonnage Increase | 145,000 |
| Other Revenue Adjustments | 35,200 |
| Increased Revenue | 1,230,600 |
| Rate Increase Needed | 447,000 |
| Total Revenue Increase | 1,677,600 |

9

Rate to be Adjusted

Solid Waste /AB939 Fees
\$447,000 in total

Commercial HHW Rates
Actual Cost of Handling
Minimal Impact to Budget

No other Ancillary Adjustments Expected

10

Tipping Fees/AB939 Options

| Funding Options | 2023-24 Rates | Increase/ (Decrease) | 2024-25 Rates |
|------------------------------------|------------------|-------------------------|------------------|
| <u>1. Fully Fund AB939</u> | | | |
| Solid Waste | \$ 64.75 | (\$ 2.00) | \$ 62.75 |
| AB939 | \$ 4,103,000 | \$ 906,700 | \$ 5,008,400 |
| <u>2. Increase AB939 Fees Only</u> | | | |
| Solid Waste | \$ 64.75 | \$ 0.00 | \$ 64.75 |
| AB939 | \$ 4,103,000 | \$ 447,000 | \$ 4,550,000 |
| <u>3. Split the Increase</u> | | | |
| Solid Waste | \$ 64.75 | \$ 0.50 | \$ 65.25 |
| AB939 | \$ 4,103,000 | \$ 338,000 | \$ 4,441,000 |

11

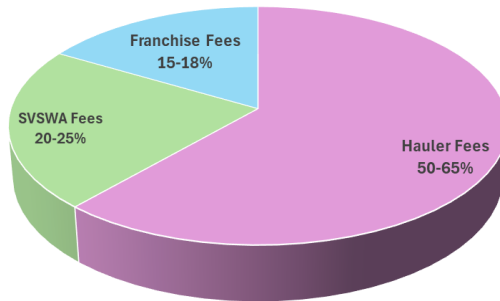
Tipping Fee Subsidy for AB939 Programs

| | Subsidy Amount* | Total Tipping Fee |
|----------------------------|--------------------|----------------------|
| 1. SVSWA Goal (No Subsidy) | - | 62.75 |
| 2. Moving Towards Goal | 2.10 | 64.75 |
| 3. Moving With the Goal | 2.62 | 65.25 |

*FY 2023-24 Tipping Fee Subsidy \$2.82

12

Customer Rate Breakdown



13

Customer Rate Impact

| Hauler | Service Level | Current | Option 1 | Option 2 | Option 3 |
|--------------------|---------------|---------|----------|----------|----------|
| Republic - Salinas | 32 gal | 33.47 | 0.20 | 0.15 | 0.14 |
| Tri Cities | 48 gal | 29.50 | 0.46 | 0.34 | 0.31 |
| WM- County | 35 gal | 46.82 | 0.39 | 0.33 | 0.32 |
| WM- King City | 35 gal | 42.83 | 0.21 | 0.22 | 0.23 |
| Republic - Salinas | 1 cy | 367.93 | 1.19 | 0.96 | 0.90 |
| Tri Cities | 1 cy | 206.65 | 2.66 | 1.98 | 1.81 |
| WM- County | 1 cy | 266.49 | 2.25 | 1.89 | 1.81 |
| WM- King City | 1 cy | 180.00 | 0.84 | 0.94 | 0.97 |
| Republic - Salinas | 3 cy | 521.23 | 3.58 | 2.87 | 2.71 |
| Tri Cities | 3 cy | 482.56 | 7.98 | 5.93 | 5.45 |
| WM- County | 3 cy | 615.60 | 5.20 | 4.36 | 4.18 |
| WM- King City | 3 cy | 407.06 | 1.92 | 2.14 | 2.20 |

14



SVR Agenda Item - View Ahead 2024

ITEM NO. 14

| | Feb | Mar | Apr | May | June | Jul |
|----|---|--|--|---|--------------------------------------|-----------------|
| A | | | | | | |
| 1 | Minutes | Minutes | Minutes | Minutes | Minutes | MEETINGS RECESS |
| 2 | Claims/Financials (EC) | Claims/Financials (EC) | Claims/Financials (EC) | Claims/Financials (EC) | Claims/Financials (EC) | |
| 3 | Member Agencies Activities Report | Member Agencies Activities Report | Member Agencies Activities Report | Member Agencies Activities Report | Member Agencies Activities Report | |
| 4 | 4th Qtr. Tonnage & Diversion Report | JCLF Lease Agreement w/Pacific Carbon Capture, LLC | March 31 Cash & Investments Report | 1st Qtr. Tonnage & Diversion Report | CCPP Supplemental Appropriation | |
| 5 | Recycling Recognition | Public Hearing: | Earth day/Recycling Recognition | FY Investment Policy (EC) | | |
| 6 | FY 24-25 Preliminary Budget (EC) | New FY 24-25 Budget (EC) | | Financial Policy (EC) | | |
| 7 | Labor Negotiations w/GM (EC) | | | | | |
| 8 | General Counsel Evaluation (EC) | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

Consent

Presentation

Consideration

Closed Session

[Other] (Public Hearing, Recognition, Informational, etc.)

(EC) Executive Committee

(sp) Strategic Plan Item