



# AGENDA Regular Meeting

## BOARD OF DIRECTORS November 21, 2024 | 6:00 p.m.

This meeting will be held in-person.  
Public participation remains available virtually via Zoom.  
Meeting ID No. 896 3429 8076 | Passcode: 388535

Gonzales City Council Chambers  
117 Fourth Street, Gonzales, California

### 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 success.
- ✓ 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.
- ✓ Remain engaged and focused on the agenda and meeting.
- ✓ 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, *Vice President*  
 Soledad: Fernando Ansaldo-Sánchez  
 Greenfield: Vacant  
 King City: Robert S. Cullen

#### Alternate Directors

County: Luis Alejo  
 Salinas: Orlando Osornio  
 Gonzales: Scott Funk  
 Soledad: Evarista Bañuelos  
 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: 896 3429 8076 | Passcode: 388535

### 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.

### RECOGNITIONS

#### A. A PROCLAMATION HONORING ANTHONY ROCHA, MEMBER SINCE DECEMBER 2020

### 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 September 19, 2024 Meeting.](#)
2. [August 2024 Claims and Financial Report.](#)
3. [September 2024 Claims and Financial Report.](#)

4. [September 2024 Quarterly Investment Report.](#)
5. [Tonnage and Diversion Report for the Quarter Ended September 30, 2024.](#)
6. [Member and Interagency Activities Report for September & October 2024.](#)
7. [A Resolution Approving the Allocation of Cash for Fiscal Year 2023-24, and Supplemental Appropriation to Fund Adjustments to the Operating Budget.](#)
8. [Monterey County Health Department, Environmental Health Bureau, Calendar Year 2023 Used Motor Oil and Filter Recycling Program Annual Report.](#)
9. [A Resolution Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property.](#)
10. [A Resolution Ratifying the Purchase of One \(1\) Used 2017 Freightliner Cascadia Truck from Penske Rental and Leasing Company for the Transport Operations for an Amount of \\$54,493.90.](#)
11. [A Resolution Ratifying the Purchase of One \(1\) Used 2017 International Prostar Water Truck from West Coast Driveway Services Inc. for the Jolon Road Transfer for an Amount \\$84,099.](#)
12. [A Resolution Awarding the Construction Contract for the Jolon Dump Road Pavement Rehabilitation Co., Inc. in the Amount of \\$1,098,394.45, and Approval of Contract Change Order #1 in the Amount of \\$183,396.](#)
13. [A Resolution Approving the Release and Distribution of a Request for Bids for Design and Construction Services for Electric Vehicle Battery Charging Stations.](#)

#### **PRESENTATION**

14. [\*\*ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024\*\*](#)
  - A. Receive Report from Ray Hendricks, Finance and Administration Manager
  - B. Board Questions
  - C. Public Comment
  - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
15. [\*\*YOUTH COUNCIL INTRODUCTION\*\*](#)
  - A. Receive Report from Sara Papineau-Brandt and Julia Brooker, Resource Recovery Technicians
  - B. Board Questions
  - C. Public Comment
  - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
16. [\*\*SVR MARKETING AND MEDIA UPDATE\*\*](#)
  - A. Receive Report from Janna Faulk, Recycling Coordinator
  - B. Board Questions
  - C. Public Comment
  - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
17. [\*\*SUCCESSION PLANNING UPDATE\*\*](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Questions
  - C. Public Comment
  - D. Board Discussion and Action | *Recommended Action – None; Informational Only*

#### **CONSIDERATION**

18. [\*\*A RESOLUTION APPROVING THE REGULAR BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE MEETINGS CALENDAR FOR 2025\*\*](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Questions
  - C. Public Comment
  - D. Board Discussion and Action | *Recommended Action – Provide Input and Adopt Resolution*

**19. APPOINTMENT OF NOMINATING COMMITTEE FOR THE 2025 ELECTION OF OFFICERS**

- A. Receive Report from Patrick Mathews, General Manager/CAO
- B. Board Questions
- C. Public Comment
- D. Board Discussion and Action | *Recommended Action – Appoint Nominating Committee*

**FUTURE AGENDA ITEMS**

**20. AGENDA ITEMS – VIEW AHEAD SCHEDULE**

**CLOSED SESSION**

Receive public comment from audience before entering into closed session:

- 21. Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Manager/Chief Administrative Officer R. Patrick Mathews for 2024.
- 22. Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Counsel Roy C. Santos for 2024.

**RECONVENE**

**ADJOURNMENT**

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**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/89634298076?pwd=cn6y1LVknJRBCzRZnkYZkrNTwLLMA.1>. 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: 896 3429 8076#		Passcode: 388535
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](mailto:comment@svswa.org). Comments must be received by 3 p.m. on Thursday, November 21, 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).

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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, November 14, 2024**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, December 19, 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](http://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.*

**MINUTES OF  
THE SALINAS VALLEY SOLID WASTE AUTHORITY  
BOARD MEETING  
SEPTEMBER 19, 2024**  
117 Fourth Street, Gonzales, Ca 93926

**CALL TO ORDER**

President Rocha called the meeting to order at 6:02 p.m.

**ROLL CALL**

**Board Directors**

County of Monterey	Glenn Church, <i>Alternate Vice President</i>
City of Salinas	Anthony Rocha, <i>President</i>
City of Salinas	Andrew Sandoval
City of Soledad	Evarista Bañuelos ( <i>Alternate</i> )
City of King	Robert Cullen

**Absent**

County of Monterey	Christopher M. Lopez
City of Salinas	Carla Viviana Gonzáles
City of Gonzales	Liz Silva, <i>Vice President</i>
City of Soledad	Fernando Ansaldo-Sánchez
City of Greenfield	Drew Tipton

**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
Janna Faulk, Recycling Coordinator
Roy C. Santos, General Legal Counsel
Rosie Ramirez, Administrative Assistant
Erika J. Trujillo, Clerk of the Board

**MEETING ANNOUNCEMENTS**

(6:03) Clerk of the Board Trujillo announced in Spanish the availability of translation services via Zoom and in person. No members from the public required the service.

**APPROVAL OF AGENDA (6:03)**

**Staff Comments:** None

**Board Discussion:** None

**Public Comment:** None

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

**Votes:** Motion carried 5,0

**Ayes:** Bañuelos (Alt), Church, Cullen, Rocha, Sandoval


**Noes:** None

**Abstain:** None

**Absent:** Ansaldo-Sánchez, Gonzalez, Lopez, Silva, Tipton

**ITEM NO. 1**

Agenda Item



General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel  
Approval

**GENERAL MANAGER/CAO COMMENTS**

(6:03) General Manager/CAO Mathews welcomed our new Alternate Director Bañuelos. He informed the Board that he will be attending the WASTECON National Convention in Dallas at the end of October.

**DEPARTMENT MANAGER COMMENTS**

(6:05) Asst. General Manager/Operations Manager Zuñiga thanked the Board members that attended the Annual Employee Communication Dinner. Finance and Administration Manager Hendricks reported that payments to pay down the CalPERS UAL were made with a balance remaining to be paid with part of the Fund Balance Allocation. He indicated that the CalPERS June 2023 returns came in at 9.3%, higher than the expected 6.8% and the health insurance rates increased 11.5% year over year with the Authority budgeting for a 10% increase. Mr. Hendricks indicated termites were found in the old administration building and the entire building will have to be treated. He also informed the Board that the audit is almost completed and is expected to be presented in October. Resource Recover Manager Brooks commented on the three events that are taking place: the Tire Amnesty currently underway, the Composting Workshop and compost giveaway at Cesar Chavez Park in Salinas, and the City of Soledad Annual Community Clean up event.

**GENERAL LEGAL COUNSEL COMMENTS**

(6:07) General Legal Counsel Santos thanked staff for their work on City of King's Franchise Agreement.

**BOARD DIRECTOR COMMENTS**

(6:08) None

**PUBLIC COMMENT**

(6:08) None

**RECOGNITION**

**A. 2024 Employee of the Year**

(6:09) Asst. General Manager/Operations Manager Zuñiga recognized Tomás Lopez, Heavy Equipment Operator, for receiving the 2024 Employee of the Year Award. Mr. Lopez has been with the Authority for over four years and was selected by his co-workers for his commitment, contributions, splendid work ethic, patience, and exceptional dedication to serving the Salinas Valley Community by providing excellent customer service with a positive attitude.

**Public:** None

**Board Discussion:** The Board commended Mr. Lopez for his selection as Employee of the Year.

**Motion:** None; Informational Only

**CONSENT AGENDA (6:14)**

1. Minutes of the August 15, 2024 Meeting.
2. July 2024 Claims and Financial Report.
3. Member and Interagency Activities Report for August 2024.
4. Resolution No. 2024-52 Approving the Grants and Capital Improvement projects Budget for Fiscal Year 2024-25.

**Public Comment:** None

**Board Discussion:** None

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

**Votes:** Motion carried 5,0

**Ayes:** Bañuelos (Alt), Church, Cullen, Rocha, Sandoval

**Noes:** None

**Abstain:** None

**Absent:** Ansaldo-Sánchez, Gonzalez, Lopez, Silva, Tipton

**PRESENTATION**

**5. UPDATE ON AB 939 PROGRAMS AND FEE ALLOCATIONS**

(6:16) Recycling Coordinator Faulk and Resource Recovery Manager Brooks provided an overview of the AB 939 programs, the multiple reporting requirements, the 2023 estimated diversion rate and the allocation of the AB 939 fees was presented to the Board. The allocations of services and activities were detailed by percentages for each jurisdiction.

**Public:** None

**Board Discussion:** The Board discussed the presentation.

**Motion:** None; Informational Only

**6. 2023-24 SALINAS VALLEY RECYCLES ANNUAL REPORT**

(6:28) General Manager/COA Mathews presented the report that highlights the accomplishments, events, and activities of the past fiscal year. The report includes statistics on the finances, marketing, media, and outreach & education at schools and businesses, and so much more.

**Public Comment:** None

**Board Discussion:** The Board discussed the report.

**Motion:** None; Informational Only

**CONSIDERATION**

**7. CAPITAL PROJECT DESINGS AND COAST ESTIMATES**

(6:39) Engineering and Compliance Manager Kennedy presented the conceptual designs for the three capital projects located across the Authority's service area. He reviewed the conceptual designs of the North County Transfer Station and Johnson Canyon Road Entrance Facility Improvement and explained the Jolon Road Pavement Rehabilitation Project plans and specifications that will be included in the request for bids packet. Finance and Administration Manager Hendricks detailed the estimated cost for each of the projects and the potential funding sources available.

**Public Comment:** None

**Board Discussion:** The Board discussed the presentation.

**Motion:** By Consensus the Board directed staff to move forward with the release of the request for bids for the Jolon Road Pavement Rehabilitation Project, to continue with the planning and permitting for the North County Transfer Station with the stipulation to examine additional safety measures for the main entrance, and to defer the Johnson Canyon Road Entrance project until after the design and development of module VIII.

**8. SAN BENITO COUNTY PARTNERSHIP OPPORTUNITIES – AD HOC COMMITTEE FORMATION**

(7:08) General Manager/CAO Mathews informed the Board of the letter received from the San Benito County Board of Supervisors that requested a meeting between the Authority and their Sanitary Solutions Ad Hoc Committee (SSAHC) to explore partnership opportunities. He explained the SSAHC is exploring solutions for landfill disposal capacity and opportunities for increased recycling.

The Authority Board directed the General Manager to engage in discussion to obtain more information on what type of partnership opportunities the SSAHC is exploring.

**Public Comment:** None

**Board Discussion:** The Board discussed the letter indicating they are opposed to forming an Ad Hoc Committee or to engage in any discussion related to the importation of waste. Director Cullen expressed his willingness to participate in the Ad Hoc Committee if formed.

**Motion:** By Consensus the Board directed the General Manager/CAO to engage in discussions with the SSAHC to obtain more information on the type of partnerships opportunities they are seeking and invited Director Cullen to participate if he interested.

**Votes:** Motion carried 5,0

Ayes: Bañuelos (Alt), Church, Cullen, Rocha, Sandoval

Noes: None

Abstain: None

Absent: Ansaldo-Sánchez, Gonzalez, Lopez, Silva, Tipton

**FUTURE AGENDA ITEMS (7:38)**

**9. AGENDA ITEMS – VIEW AHEAD SCHEDULE**

**ADJOURNED**

President Rocha adjourned the meeting at 7:39 p.m.

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

Authority General Counsel

**Date:** November 21, 2024  
**From:** C. Ray Hendricks, Finance and Administration Manager  
**Title:** August 2024 Claims and Financial Reports

**RECOMMENDATIONS**

The Executive Committee recommends acceptance of the August 2024 Claims and Financial Reports.

**DISCUSSION & ANALYSIS**

Please refer to the attached financial reports and checks issued report for the month of August for a summary of the Authority's financial position as of August 31, 2024. The following are highlights of the Authority's financial activity for the month of August.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of August 2024, operating expenditures exceeded revenues by \$2,288,305.

Revenues (Consolidated Statement of Revenues and Expenditures)

	August Budget	August Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,279,337	1,350,995	71,658	5.6%
Tipping Fees - Diverted Materials	315,616	290,908	(24,708)	-7.8%
Other Revenues	678,848	663,342	(15,506)	-2.3%
<b>Total Revenue</b>	<b>2,273,801</b>	<b>2,305,245</b>	<b>31,444</b>	<b>1.4%</b>

Solid Waste revenues for August were \$71,658 or 5.6% over budgeted amounts. Diverted Material revenues for August were \$24,708 or 7.8% under budgeted amounts. August total revenue was \$31,444 or 1.4% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	2,501,454	2,725,776	224,322	9.0%
Tipping Fees - Diverted Materials	605,236	596,513	(8,723)	-1.4%
Other Revenues	1,346,215	1,329,448	(16,767)	-1.2%
<b>Total Revenue</b>	<b>4,452,905</b>	<b>4,651,737</b>	<b>198,832</b>	<b>4.5%</b>

Solid Waste revenues year to date as of August were \$224,322 or 9.0% over budgeted amounts. Diverted Material revenues year to date as of August were \$8,723 or 1.4% under budgeted amounts. Year to date total revenue as of August was \$198,832 or 4.5% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of August 31, 2024 (16.7% of the fiscal year), year-to-date operating expenditures totaled \$4,593,549. This is 26.9% of the operating budget of \$23,350,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of August 2024, capital project expenditures totaled \$301,118. \$192,856 was for Equipment Replacement. \$44,733 was for the CH Postclosure Maintenance. \$25,765 was for the SB1383 Local Assistance Grant Project.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of August 2024 is attached for review and acceptance. August disbursements totaled \$2,147,475.89 of which \$974,260.40 was paid from the payroll checking account for payroll and payroll related benefits.

In addition to the vendor payments issued, expenditures for debt service principal and interest payments in the amount of \$2.9 million were recorded in August.

The following is a list of vendors paid more than \$50,000 during the month of August 2024.

<u>Vendor</u>	<u>Services</u>	<u>Amount</u>
Best Equipment Inc.	D8T Dozer	\$192,856.25
Atlas Organics CU11, LLC	Monthly Organics Processing	\$163,294.91
Southern Counties Lubricants LLC	Monthly Equipment and Vehicle Fuel	\$79,065.40
Monterey County Department of Public Works	Litter Abatement Program	\$61,461.87

### Cash Balances

The Authority's cash position decreased by \$2,618,083.80 during August to \$35,317,078.69. 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 principal payments is transferred in July so that the payment can be made in August. 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	5,169,885.95
Restricted for Pension Liabilities (115 Trust)	-
State & Federal Grants	574,371.89
BNY - Bond 2022A Payment	-

#### Funds Held in Trust:

Central Coast Media Recycling Coalition	110,470.17
Employee Unreimbursed Medical Claims	5,489.87

#### Committed by Board Policy:

AB939 Services	-
Undesignated Fund Balance	2,703,105.88
Designated for Capital Projects Reserve	4,093,074.71
Designated for Environmental Impairment Reserve	2,678,486.88
Designated for Operating Reserve	3,264,000.00
Expansion Fund (South Valley Revenues)	5,059,694.79

#### Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	1,037,477.16
Lewis Road Post Closure	350,871.45
Jolon Road Post Closure	105,254.07
Johnson Canyon Post Closure	2,805,403.90
Capital Improvement Projects	12,824,462.99

Available for Operations: (5,464,971.02)

Total 35,317,078.69

### ATTACHMENTS

1. August 2024 Consolidated Statement of Revenues and Expenditures
2. August 2024 Consolidated Grant and CIP Expenditures Report
3. August 2024 Checks Issued Report

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending August 31, 2024**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	14,083,100	1,350,995	2,725,776	19.4 %	11,357,324	0	11,357,324
Tipping Fees - Diverted Materials	3,393,800	290,908	596,513	17.6 %	2,797,287	0	2,797,287
AB939 Service Fee	5,008,400	417,368	834,736	16.7 %	4,173,664	0	4,173,664
Charges for Services	2,595,000	230,388	468,611	18.1 %	2,126,389	0	2,126,389
Sales of Materials	140,000	7,879	8,119	5.8 %	131,881	0	131,881
Gas Royalties	320,000	0	0	0.0 %	320,000	0	320,000
Investment Earnings	1,000,000	7,707	17,982	1.8 %	982,018	0	982,018
<b>Total Revenue</b>	<b>26,540,300</b>	<b>2,305,244</b>	<b>4,651,737</b>	<b>17.5 %</b>	<b>21,888,563</b>	<b>0</b>	<b>21,888,563</b>
<b><u>Expense Summary</u></b>							
Executive Administration	580,500	47,257	76,731	13.2 %	503,769	192	503,577
Administrative Support	518,300	76,042	132,465	25.6 %	385,835	1,222	384,612
Human Resources Administration	284,100	30,278	49,406	17.4 %	234,694	3,531	231,163
Clerk of the Board	218,800	25,856	35,894	16.4 %	182,906	1,130	181,776
Finance Administration	1,013,100	100,016	203,394	20.1 %	809,706	10,449	799,257
Operations Administration	755,000	88,907	132,161	17.5 %	622,839	576	622,263
Resource Recovery	1,422,300	131,050	204,242	14.4 %	1,218,058	2,319	1,215,739
Marketing	100,600	800	7,188	7.1 %	93,412	78,120	15,292
Public Education	247,400	16,936	56,755	22.9 %	190,645	46,409	144,236
Household Hazardous Waste	1,190,500	77,136	153,895	12.9 %	1,036,605	158,715	877,891
C & D Diversion	370,700	13,175	21,818	5.9 %	348,882	86,431	262,451
Organics Diversion	2,309,700	195,979	261,193	11.3 %	2,048,507	1,653,500	395,007
Diversion Services	40,000	6,281	11,011	27.5 %	28,989	2,635	26,354
JR Transfer Station	919,600	67,874	198,261	21.6 %	721,339	27	721,311
JR Recycling Operations	254,500	21,817	37,009	14.5 %	217,491	27	217,464
ML Transportation Operations	1,863,100	159,033	396,983	21.3 %	1,466,117	11,090	1,455,028

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending August 31, 2024**

	<b>CURRENT BUDGET</b>	<b>M-T-D REV/EXP</b>	<b>Y-T-D REV/EXP</b>	<b>% OF BUDGET</b>	<b>REMAINING BALANCE</b>	<b>Y-T-D ENCUMBRANCES</b>	<b>UNENCUMBERED BALANCE</b>
ML Recycling Operations	646,000	53,658	94,057	14.6 %	551,943	55	551,888
JC Landfill Operations	4,540,500	329,965	766,369	16.9 %	3,774,131	288,989	3,485,142
JC Recycling Operations	600,000	48,801	76,748	12.8 %	523,252	88,183	435,069
Johnson Canyon ECS	649,400	30,879	37,232	5.7 %	612,168	113,075	499,093
Sun Street ECS	237,400	1,558	111,898	47.1 %	125,502	0	125,502
Debt Service - Interest	381,600	199,903	199,903	52.4 %	181,698	0	181,698
Debt Service - Principal	2,730,000	2,730,000	2,730,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	389,400	36,999	74,719	19.2 %	314,681	0	314,681
Cell Construction Set-Aside	1,087,500	103,350	208,713	19.2 %	878,787	0	878,787
<b>Total Expense</b>	<b>23,350,000</b>	<b>4,593,549</b>	<b>6,278,044</b>	<b>26.9 %</b>	<b>17,071,956</b>	<b>2,546,674</b>	<b>14,525,282</b>
<b>Revenue Over/(Under) Expenses</b>	<b>3,190,300</b>	<b>(2,288,305)</b>	<b>(1,626,307)</b>	<b>-51.0 %</b>	<b>4,816,607</b>	<b>(2,546,674)</b>	<b>7,363,281</b>

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending August 31, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Fund 131 - Crazy Horse Post-Closure Fund</u></b>							
131 9316 CH Corrective Action Program	250,000	0	0	0.0 %	250,000	0	250,000
131 9321 CH Postclosure Maintenance	953,549	44,733	154,014	16.2 %	799,535	75,150	724,385
<b>Total Fund 131 - Crazy Horse Post-Closure</b>	<b>1,203,549</b>	<b>44,733</b>	<b>154,014</b>	<b>12.8 %</b>	<b>1,049,535</b>	<b>75,150</b>	<b>974,385</b>
<b><u>Fund 141 - Lewis Road Post-Closure Fund</u></b>							
141 9403 LR Postclosure Maintenance	444,623	8,491	81,233	18.3 %	363,389	57,930	305,459
<b>Total Fund 141 - Lewis Road Post-Closure F</b>	<b>444,623</b>	<b>8,491</b>	<b>81,233</b>	<b>18.3 %</b>	<b>363,389</b>	<b>57,930</b>	<b>305,459</b>
<b><u>Fund 161 - Jolon Road Post-Closure Fund</u></b>							
161 9604 JR Postclosure Maintenance	366,027	0	248,262	67.8 %	117,765	7,785	109,980
<b>Total Fund 161 - Jolon Road Post-Closure F</b>	<b>366,027</b>	<b>0</b>	<b>248,262</b>	<b>67.8 %</b>	<b>117,765</b>	<b>7,785</b>	<b>109,980</b>
<b><u>Fund 211 - Grants</u></b>							
211 9217 Micro Grants for Mattress Collectior	10,624	0	8,556	80.5 %	2,068	0	2,068
211 9231 Tire Amnesty 2023-24	46,000	0	0	0.0 %	46,000	0	46,000
211 9232 SB1383 Local Assistance Grant Prc	676,404	25,765	34,834	5.1 %	641,569	41,900	599,669
211 9262 CalRecycle - Household Hazardous	60,030	0	0	0.0 %	60,030	0	60,030
211 9263 Cal Recycle - 2022-23 CCPP	6,767	325	650	9.6 %	6,117	0	6,117
211 9264 Cal Recycle - 2023-24 CCPP	22,262	0	0	0.0 %	22,262	0	22,262
<b>Total Fund 211 - Grants</b>	<b>822,086</b>	<b>26,090</b>	<b>44,040</b>	<b>5.4 %</b>	<b>778,046</b>	<b>41,900</b>	<b>736,146</b>
<b><u>Fund 800 - Capital Improvement Projects Fu</u></b>							
800 9101 Equipment Replacement	2,554,275	192,856	192,856	7.6 %	2,361,419	436,856	1,924,563
800 9105 Concrete Grinding	80,614	0	0	0.0 %	80,614	0	80,614
800 9109 Organics Infrastructure Upgrades	2,500,000	0	0	0.0 %	2,500,000	0	2,500,000
800 9214 Organics Program 2016-17	735,733	6,737	6,737	0.9 %	728,997	0	728,997
800 9322 North County Transfer Station	115,236	0	0	0.0 %	115,236	113,938	1,298
800 9501 JC LFG System Improvements	415,245	8,115	8,115	2.0 %	407,129	144,090	263,039
800 9505 JC Partial Closure	126,129	4,611	4,611	3.7 %	121,518	0	121,518

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report For Period Ending August 31, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9506 JC Litter Control Barrier	130,625	0	0	0.0 %	130,625	0	130,625
800 9507 JC Corrective Action	250,000	0	0	0.0 %	250,000	0	250,000
800 9521 JC Entrance Facility	177,622	0	0	0.0 %	177,622	52,512	125,110
800 9527 JC Module Engineering and Constr	4,088,756	9,484	22,495	0.6 %	4,066,261	0	4,066,261
800 9528 Roadway Improvements	1,514,318	0	0	0.0 %	1,514,318	80,241	1,434,078
800 9601 JR Transfer Station Improvements	77,869	0	24	0.0 %	77,845	0	77,845
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>12,766,423</b>	<b>221,804</b>	<b>234,839</b>	<b>1.8 %</b>	<b>12,531,585</b>	<b>827,637</b>	<b>11,703,948</b>
<b>Total CIP Expenditures</b>	<b>15,602,709</b>	<b>301,118</b>	<b>762,389</b>	<b>4.9 %</b>	<b>14,840,320</b>	<b>1,010,401</b>	<b>13,829,918</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34155	ALESHIRE & WYNDER, LLP Monthly Legal Services	8/1/2024	6,232.00	6,232.00
34156	CALIFORNIA WATER SERVICE All Sites Water Service	8/1/2024	872.05	872.05
34157	CSC OF SALINAS/YUMA ML Vehicle Maintenance	8/1/2024	87.78	87.78
34158	MONTEREY COUNTY HEALTH DEPARTMENT Quarterly Regional Fee	8/1/2024	30,774.07	30,774.07
34159	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/1/2024	200.00	200.00
34160	BECKS SHOES AND REPAIR HHW Safety Supplies	8/1/2024	222.87	222.87
34161	BRYAN EQUIPMENT JC Equipment Maintenance	8/1/2024	97.77	97.77
34162	CLARK PEST CONTROL, INC HHW Exterminator Services	8/1/2024	123.00	123.00
34163	CONCERN: EMPLOYEE ASSISTANCE PROGRAM Concern EAP - staff training	8/1/2024	450.00	450.00
34164	CSC OF SALINAS/YUMA JC Equipment Maintenance	8/1/2024	11.27	11.27
34165	CURIE ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/1/2024	1,585.92	1,585.92
34166	ERNEST BELL D. JR All Sites Janitorial Services	8/1/2024	4,140.00	4,140.00
34167	ERNEST VARELA ML Vehicle Maintenance	8/1/2024	1,250.00	1,250.00
34168	FANELLI EQUIPMENT REPAIR JC Equipment Maintenance	8/1/2024	5,234.31	5,234.31
34169	FEDEX Ops Adm Overnight Shipments	8/1/2024	38.76	38.76
34170	FRESNO OXYGEN JC Equipment Maintenance	8/1/2024	140.28	140.28
34171	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION Training Registration	8/1/2024	70.00	70.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34172	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle & Equipment Maintenance	8/1/2024	15,220.05	15,220.05
34173	**Void**	8/1/2024	-	-
34174	GONZALES ACE HARDWARE JC Equipment Maintenance	8/1/2024	48.86	48.86
34175	GRAINGER JC Maintenance Supplies	8/1/2024	176.12	176.12
34176	GREEN RUBBER - KENNEDY AG, LP JC Equipment Maintenance Supplies	8/1/2024	1,953.69	1,953.69
34177	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC Facility Maintenance Supplies	8/1/2024	37.89	37.89
34178	GUERITO JC Portable Toilet	8/1/2024	1,435.00	1,435.00
34179	INFINITY STAFFING SERVICES, INC. JC Contract Labor	8/1/2024	919.27	919.27
34180	JIMENEZ TIRE SERVICE INC. JC Vehicle Maintenance	8/1/2024	397.02	397.02
34181	KING CITY HARDWARE INC. JR Facility Maintenance	8/1/2024	76.07	76.07
34182	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	8/1/2024	325.00	325.00
34183	MISSION LINEN SUPPLY All Sites Uniforms	8/1/2024	487.59	487.59
34184	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	8/1/2024	346.79	346.79
34185	PACIFIC TRUCK PARTS, INC JC Equipment Maintenance	8/1/2024	132.78	132.78
34186	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services	8/1/2024	60.00	60.00
34187	PRICILLIA RODRIGUEZ JR Hauling Services	8/1/2024	3,984.77	3,984.77
34188	PROBUILD COMPANY LLC JC Facility Maintenance	8/1/2024	2,139.08	2,139.08

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34189	QUINN COMPANY JC Equipment Maintenance	8/1/2024	58.00	58.00
34190	R.D. OFFUTT COMPANY JC Equipment Maintenance	8/1/2024	47.70	47.70
34191	Revenue Now Inc. JC Equipment Maintenance	8/1/2024	57.80	57.80
34192	SAUL CARDENAS-IBARRA SVR Reel Videography	8/1/2024	800.00	800.00
34193	SCALES UNLIMITED JR Scale Maintenance	8/1/2024	3,826.00	3,826.00
34194	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	8/1/2024	400.00	400.00
34195	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Bio diesel Fuel	8/1/2024	14,889.56	14,889.56
34196	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	8/1/2024	355.20	355.20
34197	VALERIO VARELA JR JC Equipment Maintenance ML Vehicle Maintenance	8/1/2024	300.00 4,280.00	4,580.00
34198	Vasquez Fabrication, Inc. JC Equipment Maintenance	8/1/2024	1,200.00	1,200.00
34199	VIA HEART PROJECT JR Safety Supplies	8/1/2024	444.35	444.35
34200	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	8/1/2024	2,365.00	2,365.00
34201	US BANK CORPORATE PAYMENT SYSTEM Amazon: JC Safety Supplies Brunt Work: Ops Admin Supplies Experian: Credit Account Reports Amazon: HHW Facility Supplies Red Kap: JC Safety Supplies 4Imprint: JC Safety Supplies Amazon: JC Safety Supplies Amazon: Ops Admin Supplies Costco: Replacement Computer Costco: Replacement Computer Amazon: HHW Supplies Amazon: ML Transport Supplies	8/2/2024	(15.96) 202.58 99.90 38.75 454.44 280.51 387.20 203.31 1,218.12 1,218.12 295.29 591.00	4,973.26

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34202	**Void**	8/2/2024	-	-
34203	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Cyber	8/8/2024	9,050.00	9,050.00
34204	Association of Public Treasurers of the United States and Canac Annual Membership	8/8/2024	159.00	159.00
34205	AT&T LONG DISTANCE Adm Telephone Service	8/8/2024	40.74	40.74
34206	BRYAN EQUIPMENT JC Equipment Maintenance	8/8/2024	182.10	182.10
34207	CITY OF GONZALES Monthly Hoisting Fees - Aug	8/8/2024	20,833.33	20,833.33
34208	COMCAST CAM Internet Service	8/8/2024	125.06	125.06
34209	CONCERN: EMPLOYEE ASSISTANCE PROGRAM Annual Fees for EAP Services	8/8/2024	4,500.00	4,500.00
34210	CUTTING EDGE SUPPLY JC Equipment Maintenance	8/8/2024	5,472.41	5,472.41
34211	ERIC GARCIA JR & ML Vehicle Maintenance	8/8/2024	1,615.00	1,615.00
34212	FRESNO OXYGEN JC Equipment Maintenance	8/8/2024	139.61	139.61
34213	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance	8/8/2024	5,110.30	5,110.30
34214	GONZALES ACE HARDWARE JC Equipment Maintenance	8/8/2024	15.62	15.62
34215	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies	8/8/2024	2,096.64	2,096.64
34216	JULIO GIL Adm Bldg. Supplies	8/8/2024	2,498.78	2,498.78
34217	MISSION LINEN SUPPLY HHW Uniforms JR Uniforms	8/8/2024	132.96 172.15	305.11
34218	ODP BUSINESS SOLUTIONS, LLC Adm & JR Office Supplies	8/8/2024	856.31	856.31

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34219	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	8/8/2024	8,874.00	8,874.00
34220	QUINN COMPANY JR Equipment Maintenance	8/8/2024	1,110.29	1,110.29
34221	SOUTHERN COUNTIES LUBRICANTS LLC JC Equipment Fuel	8/8/2024	0.01	0.01
34222	TELCO BUSINESS SOLUTIONS Adm Network Support	8/8/2024	363.49	363.49
34223	VALERIO VARELA JR JC Equipment Maintenance	8/8/2024	3,860.00	3,860.00
34224	**Void**	8/8/2024	-	-
34225	VALLEY FABRICATION, INC. JC Equipment Maintenance Supplies	8/8/2024	805.64	805.64
34226	VERIZON WIRELESS SERVICES ML Vehicle Maintenance	8/8/2024	367.95	367.95
34227	ADMANOR, INC CCRMC Monthly Media	8/13/2024	9,552.00	9,552.00
34228	ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal	8/13/2024	25,024.67	25,024.67
34229	AUTOZONE LLC. JC Vehicle Maintenance	8/13/2024	11.44	11.44
34230	CALIFORNIA LIVE FLOORS, INC, ML Vehicle Maintenance	8/13/2024	11,078.59	11,078.59
34231	CALIFORNIA WATER SERVICE ML Water Service	8/13/2024	234.53	234.53
34232	CUTTING EDGE SUPPLY JC Equipment Maintenance	8/13/2024	3,159.48	3,159.48
34233	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	8/13/2024	43,756.00	43,756.00
34234	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	8/13/2024	891.35	891.35
34235	J R Miller & Associates, Inc. All Sites Engineering Services	8/13/2024	41,256.35	41,256.35

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34236	Jose Gil Hernandez Jr. JC Vehicle Maintenance	8/13/2024	200.00	200.00
34237	JT HOSE & FITTINGS JC Equipment Maintenance	8/13/2024	387.61	387.61
34238	LIEBERT CASSIDY WHITMORE HR Legal Services	8/13/2024	1,944.00	1,944.00
34239	VALERIO VARELA JR Ed Center Entry Gates	8/13/2024	8,600.00	8,600.00
34240	A & G PUMPING, INC JR & RR Portable Toilets	8/15/2024	480.50	480.50
34241	AGRI-FRAME, INC JC Org Facilities Maintenance	8/15/2024	77.95	77.95
34242	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/15/2024	210.00	210.00
34243	AT&T SERVICES INC HHW Telephone Service	8/15/2024	90.66	90.66
34244	ATLAS ORGANICS CU11, LLC Monthly Organics Processing Organic Processing	8/15/2024	158,557.41 4,737.50	163,294.91
34245	AUTOZONE LLC. JC Equipment Maintenance Supplies	8/15/2024	102.63	102.63
34246	BLUE STRIKE ENVIRONMENTAL INC CalRecycle Grant Program RR Consulting Services Waste Audit July	8/15/2024	7,425.32 2,230.00 8,287.44	17,942.76
34247	BRYAN EQUIPMENT JC Equipment Maintenance	8/15/2024	35.45	35.45
34248	CLARK PEST CONTROL, INC Adm Exterminator Service	8/15/2024	116.00	116.00
34249	CSC OF SALINAS/YUMA JR Equipment Maintenance	8/15/2024	148.36	148.36
34250	DATAFLOW BUSINESS SYSTEMS INC. Printer Network Support	8/15/2024	39.05	39.05
34251	EAST BAY TIRE CO. JC Vehicle Maintenance	8/15/2024	4,052.58	4,052.58

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34252	Elevator Service Co. of Central California Inc. Common Area Maintenance	8/15/2024	255.00	255.00
34253	Environmental Innovations, Inc. SB1383 Outreach and Marketing	8/15/2024	6,025.00	6,025.00
34254	FRESNO OXYGEN JC Equipment Maintenance	8/15/2024	182.74	182.74
34255	GABILAN OAKS, LLC Annual Communications Dinner	8/15/2024	4,745.63	4,745.63
34256	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment Maintenance	8/15/2024	6,760.00	6,760.00
34257	GONZALES ACE HARDWARE JC Facility maintenance	8/15/2024	435.58	435.58
34258	GONZALES TIRE & AUTO SUPPLY JC Equipment Maintenance ML Vehicle Maintenance	8/15/2024	1,053.43 125.70	1,179.13
34259	**Void**	8/15/2024	-	-
34260	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	8/15/2024	1,035.45	1,035.45
34261	GUILLERMINA GUTIERREZ CRRR Travel	8/15/2024	187.00	187.00
34262	JANNA FAULK CRRR Travel	8/15/2024	187.00	187.00
34263	JT HOSE & FITTINGS All Sites Equipment Maintenance Supplies	8/15/2024	937.78	937.78
34264	KING CITY HARDWARE INC. JR Facility Maintenance	8/15/2024	33.68	33.68
34265	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	8/15/2024	325.00	325.00
34266	Maestro Health FSA Service Fees	8/15/2024	150.00	150.00
34267	MANUEL PEREA TRUCKING, INC. JR Equipment Rental	8/15/2024	130.00	130.00
34268	MISSION LINEN SUPPLY All Sites Uniforms	8/15/2024	386.13	386.13

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34269	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT All Sites Air board Fees	8/15/2024	27,024.00	27,024.00
34270	NEU-SCAPES, INC. Common Area Maintenance Jardin Garden Maintenance	8/15/2024	550.00 200.00	750.00
34271	ODP BUSINESS SOLUTIONS, LLC Adm & JR Office Supplies	8/15/2024	2,015.05	2,015.05
34272	ONE STOP AUTO CARE/V & S AUTO CARE, INC Adm Ops Vehicle Maintenance	8/15/2024	127.35	127.35
34273	PENINSULA MESSENGER LLC All Sites Courier Service	8/15/2024	1,176.00	1,176.00
34274	PURE WATER BOTTLING All Sites Water Service	8/15/2024	524.71	524.71
34275	QUINN COMPANY JC Equipment Maintenance	8/15/2024	3,092.68	3,092.68
34276	R.D. OFFUTT COMPANY JR Equipment Maintenance	8/15/2024	83.08	83.08
34277	REPUBLIC SERVICES #471 Monthly Trash Service	8/15/2024	92.51	92.51
34278	ROSSI BROS TIRE & AUTO SERVICE JR Vehicle Maintenance ML Vehicle Maintenance	8/15/2024	380.12 159.15	539.27
34279	SCS FIELD SERVICES All Sites Routine Engineering Services CH & JC Non routine Engineering Services	8/15/2024	16,800.00 4,204.00	21,004.00
34280	SHUR-CO, LLC ML Vehicle Maintenance	8/15/2024	473.98	473.98
34281	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	8/15/2024	7,687.35	7,687.35
34282	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Membership - PM	8/15/2024	435.00	435.00
34283	SONSRAY MACHINERY LLC JC Org Equipment Maintenance	8/15/2024	2,464.23	2,464.23
34284	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	8/15/2024	43,511.65	43,511.65

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34285	Southern Counties Oil Co., a CA Limited Partnership JR Equipment & Vehicle Fuel	8/15/2024	3,640.20	3,640.20
34286	STURDY OIL COMPANY ML Vehicle Maintenance	8/15/2024	573.35	573.35
34287	TELCO BUSINESS SOLUTIONS Adm Network Support	8/15/2024	119.93	119.93
34288	ULINE, INC. HHW Safety Supplies	8/15/2024	170.66	170.66
34289	VALERIO VARELA JR JC Org Equipment Maintenance	8/15/2024	450.00	450.00
34290	VALLEY FABRICATION, INC. JR Equipment Maintenance	8/15/2024	39.93	39.93
34291	VOSTI'S INC JC Equipment Maintenance	8/15/2024	803.65	803.65
34292	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	8/15/2024	2,365.00	2,365.00
34293	WHITE CAP, LP JC Facility Maintenance	8/15/2024	185.17	185.17
34294	WILLDAN FINANCIAL SERVICES 2014A Arbitrage Rebate Services	8/15/2024	500.00	500.00
34295	US BANK CORPORATE PAYMENT SYSTEM Costco: RR Replacement Computers Evermap: Finance Software AED Superstore: JC Safety Supplies ACS: JC Maintenance Supplies Amazon: JC Office Supplies Joann Stores: RR Department Supplies Experian: Credit Account Reports Andersen's Lock: Common Area Maintenance Amazon: JC Maintenance Supplies Amazon: JC Safety Supplies H & H Industrial: JC Organics Supplies Nextiva: HR Telephone Smart & Final: JC Safety Supplies AT&T: JC Scale Internet Office Depot: RR Department Supplies Mountain Mikes: RR Supplies Amazon: Admin Supplies SWANA: Ops Admin Membership Intermedia: All Sites Email Subscription PSHRA Annual Membership Amazon: JC Facility Maintenance SWANA: WasteCon Conference	8/15/2024	2,436.23 149.00 427.18 329.87 43.69 81.37 49.95 91.50 594.76 277.74 6,736.67 79.07 305.51 70.00 49.15 288.17 102.22 285.00 474.27 175.00 25.54 800.00	

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
	Amazon: RR Department Supplies		93.94	
	SHRM Annual Membership		264.00	
	Amazon: Admin Office Supplies		53.40	
	Amazon: JC Vehicle Supplies		49.55	
	Amazon: JRTS Facility Maintenance		103.40	
	Baudville: Admin Office Supplies		1,276.77	
	Smart & Final: RR School Program Supplies		174.30	
	El Charito: RR School Program Supplies		65.11	
	Zoom: Online Meetings		151.16	
				16,103.52
34296	**Void**	8/15/2024	-	-
34297	**Void**	8/15/2024	-	-
34298	**Void**	8/15/2024	-	-
34299	MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS Litter Abatement Program	8/20/2024	61,461.87	61,461.87
34300	AGUSTIN TINAJERO - ESPRIELLA JR Facility Maintenance	8/22/2024	700.00	700.00
34301	ALESHIRE & WYNDER, LLP Monthly Legal Services	8/22/2024	2,397.00	2,397.00
34302	AT&T SERVICES INC HHW & CAM Telephone Service	8/22/2024	93.49	93.49
34303	BECKS SHOES AND REPAIR All Sites Safety Supplies	8/22/2024	872.60	872.60
34304	BLUE STRIKE ENVIRONMENTAL INC Special Event Recycling	8/22/2024	6,604.00	6,604.00
34305	CALIFORNIA WATER SERVICE SS Water Service	8/22/2024	285.20	285.20
34306	CDW GOVERNMENT Adm Network Support	8/22/2024	372.26	372.26
34307	CITY OF SALINAS (Code Enforcement Division) SS Facility Maintenance	8/22/2024	100.00	100.00
34308	Coastal Paving & Excavating, Inc Admin Parking Lot Seal Coat	8/22/2024	39,396.00	39,396.00
34309	COMCAST HHW Internet Service	8/22/2024	124.68	124.68

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34310	EAST BAY TIRE CO. JC Vehicle Maintenance	8/22/2024	545.28	545.28
34311	ERIC GARCIA ML & JR Vehicle Maintenance	8/22/2024	1,530.00	1,530.00
34312	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance ML Vehicle Maintenance	8/22/2024	1,296.68 3,028.77	4,325.45
34313	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	8/22/2024	62.13	62.13
34314	GRAINGER JC Facility Maintenance	8/22/2024	300.29	300.29
34315	GREEN RUBBER - KENNEDY AG, LP All Sites Facility Maintenance Supplies	8/22/2024	795.49	795.49
34316	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC Facility Maintenance	8/22/2024	186.70	186.70
34317	HOPE SERVICES JC Litter Abatement	8/22/2024	7,243.75	7,243.75
34318	INFINITY STAFFING SERVICES, INC. JC Contract Labor	8/22/2024	954.75	954.75
34319	JT HOSE & FITTINGS JC Equipment Maintenance ML Vehicle Maintenance	8/22/2024	337.32 949.46	1,286.78
34320	MISSION LINEN SUPPLY All Sites Uniforms HHW Uniforms JR Uniforms	8/22/2024	316.61 74.72 298.85	690.18
34321	ONE STOP AUTO CARE V&S AUTO CARE, INC RR Vehicle Maintenance	8/22/2024	102.62	102.62
34322	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	8/22/2024	12,911.30	12,911.30
34323	PACIFIC CREST ENGINEERING INC JC Engineering Services	8/22/2024	3,492.50	3,492.50
34324	QUINN COMPANY JC Equipment Maintenance	8/22/2024	651.07	651.07
34325	SAUL CARDENAS-IBARRA SVR Reel Videography	8/22/2024	800.00	800.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34326	SCALES UNLIMITED JC Scale Maintenance	8/22/2024	2,175.00	2,175.00
34327	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel JC Bio diesel Fuel	8/22/2024	8,686.94 1,003.02	9,689.96
34328	TELCO BUSINESS SOLUTIONS Monthly Network Support	8/22/2024	629.44	629.44
34329	THE DON CHAPIN COMPANY, INC. ML Portable Toilet	8/22/2024	465.40	465.40
34330	VALERIO VARELA JR All Sites Equipment Maintenance	8/22/2024	6,770.00	6,770.00
34331	VALLEY FABRICATION, INC. JC Equipment Maintenance	8/22/2024	82.98	82.98
34332	VERIZON WIRELESS SERVICES Monthly Internet Service	8/22/2024	190.05	190.05
34333	VITALITY MEDICAL, INC. RR- Giveaway HHW Sharps Containers	8/22/2024	4,905.39	4,905.39
34334	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	8/22/2024	2,365.00	2,365.00
34335	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Vehicle Fuel	8/22/2024	2,438.76	2,438.76
34336	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/28/2024	102.00	102.00
34337	BRYAN EQUIPMENT JC Equipment Maintenance	8/28/2024	403.35	403.35
34338	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS CSMFO Chapter Meeting	8/28/2024	50.00	50.00
34339	CALIFORNIA WATER SERVICE All Sites Water Service	8/28/2024	1,190.12	1,190.12
34340	CITY OF GONZALES Monthly Hosting Fees - Sep	8/28/2024	20,833.33	20,833.33
34341	CLARK PEST CONTROL, INC HHW Exterminator Services	8/28/2024	123.00	123.00
34342	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/28/2024	544.79	544.79

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34343	COMCAST Adm Internet Service HHW Internet Service	8/28/2024	125.06 124.68	249.74
34344	COMPLETE PAPERLESS SOLUTIONS, LLC Annual Laserfiche Support	8/28/2024	7,742.00	7,742.00
34345	FOSTER & FOSTER CONSULTING ACTUARIES, INC. June 30, 2024 GASBS 75 Accounting Information	8/28/2024	2,750.00	2,750.00
34346	FRESNO OXYGEN JC Equipment Maintenance	8/28/2024	270.72	270.72
34347	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance ML Vehicle Maintenance	8/28/2024	674.89 1,277.15	1,952.04
34348	GONZALES ACE HARDWARE JC Equipment Maintenance JC Maintenance Supplies	8/28/2024	26.08 44.57	70.65
34349	GONZALO DE LEON ML Vehicle Maintenance	8/28/2024	260.00	260.00
34350	GRAINGER HHW Safety Supplies	8/28/2024	197.35	197.35
34351	GREEN RUBBER - KENNEDY AG, LP CH Facility Maintenance JC Maintenance Supplies	8/28/2024	628.24 1,201.96	1,830.20
34352	GUERITO JC Portable Toilet	8/28/2024	1,435.00	1,435.00
34353	HOME DEPOT All Sites Facility Maintenance Supplies	8/28/2024	3,266.77	3,266.77
34354	**Void**	8/28/2024	-	-
34355	JANNA FAULK Reuseable Supplies	8/28/2024	186.75	186.75
34356	Jose Gil Hernandez Jr. JC Vehicle Maintenance	8/28/2024	480.00	480.00
34357	JULIO GIL Common Area Maintenance	8/28/2024	407.95	407.95
34358	LIEBERT CASSIDY WHITMORE LCW Legal Services	8/28/2024	2,331.00	2,331.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

Check #	Name	Check Date	Amount	Check Total
34359	MISSION LINEN SUPPLY All Sites Uniforms	8/28/2024	462.13	462.13
34360	ODP BUSINESS SOLUTIONS, LLC HHW Office Supplies JC Office Supplies	8/28/2024	22.60 114.36	136.96
34361	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis LR Lab Analysis	8/28/2024	63.50 2,047.70	2,111.20
34362	PACIFIC TRUCK PARTS, INC JC Equipment Maintenance ML Vehicle Maintenance	8/28/2024	260.70 52.33	313.03
34363	PARMA - PUBLIC AGENCY RISK MANAGERS ASSOCIATION Annual Conference Registration	8/28/2024	449.00	449.00
34364	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services	8/28/2024	60.00	60.00
34365	PRICILLIA RODRIGUEZ JR Hauling Services	8/28/2024	3,196.76	3,196.76
34366	QUINN COMPANY JC Equipment Maintenance	8/28/2024	725.07	725.07
34367	R. PATRICK MATHEWS Airfare Reimbursement	8/28/2024	582.94	582.94
34368	R.D. OFFUTT COMPANY JC Equipment Maintenance	8/28/2024	120.61	120.61
34369	RCA Plumbing, Inc. Common Area Maintenance	8/28/2024	305.50	305.50
34370	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	8/28/2024	7,687.35	7,687.35
34371	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	8/28/2024	10,974.22	10,974.22
34372	SWEDEdishcloths.com, LLC RR Giveaway- Swede dishcloths	8/28/2024	3,980.00	3,980.00
34373	TELCO BUSINESS SOLUTIONS Speakers for Evacuation Notice	8/28/2024	3,185.04	3,185.04
34374	VALERIO VARELA JR JC Equipment Maintenance JC Org Equipment Maintenance ML Vehicle Maintenance	8/28/2024	590.00 400.00 1,000.00	1,990.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 8/1/2024 to 8/31/2024**

<b>Check #</b>	<b>Name</b>	<b>Check Date</b>	<b>Amount</b>	<b>Check Total</b>
34375	WEST COAST RUBBER RECYCLING, INC ML Tire Diversion	8/28/2024	1,551.00	1,551.00
25-00053-DFT	REPUBLIC SERVICES #471 ML Rent	8/30/2024	17,558.88	17,558.88
25-00055-DFT	INTERMEDIA Email Exchange	8/5/2024	469.27	469.27
25-00058-DFT	CALIFORNIA WATER SERVICE All Sites Water Service	8/15/2024	1,134.74	1,134.74
25-00081-DFT	MICROSOFT CORPORATION July Subscription MS Office	8/27/2024	10.28	10.28
25-00082-DFT	BEST EQUIPMENT INC. D8T Dozer	8/27/2024	192,856.25	192,856.25
25-00083-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	8/29/2024	25,438.55	25,438.55
<b>Total:</b>				<u>1,173,215.49</u>
<b>Payroll Disbursements</b>				<u>974,260.40</u>
<b>Grand Total</b>				<u>2,147,475.89</u>



**Report to the Board of Directors**

**ITEM NO. 3**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

**Date:** November 21, 2024  
**From:** C. Ray Hendricks, Finance and Administration Manager  
**Title:** September 2024 Claims and Financial Reports

**RECOMMENDATIONS**

The Executive Committee recommend acceptance of the September 2024 Claims and Financial Reports.

**DISCUSSION & ANALYSIS**

Please refer to the attached financial reports and checks issued report for the month of September for a summary of the Authority's financial position as of September 30, 2024. The following are highlights of the Authority's financial activity for the month of September.

Results of Operations (Consolidated Statement of Revenues and Expenditures)  
 For the month of September 2024, operating revenues exceeded expenditures by \$1,581,764.

Revenues (Consolidated Statement of Revenues and Expenditures)

	September Budget	September Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,200,751	1,271,569	70,818	5.9%
Tipping Fees - Diverted Materials	284,254	264,534	(19,720)	-6.9%
Other Revenues	1,008,411	1,296,273	287,862	28.5%
<b>Total Revenue</b>	<b>2,493,416</b>	<b>2,832,376</b>	<b>338,960</b>	<b>13.6%</b>

Solid Waste revenues for September were \$70,818 or 5.9% over budgeted amounts. Diverted Material revenues for September were \$19,720 or 6.9% under budgeted amounts. September total revenue was \$338,960 or 13.6% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	3,702,205	3,997,345	295,140	8.0%
Tipping Fees - Diverted Materials	889,490	861,047	(28,443)	-3.2%
Other Revenues	2,354,626	2,625,721	271,095	11.5%
<b>Total Revenue</b>	<b>6,946,321</b>	<b>7,484,113</b>	<b>537,792</b>	<b>7.7%</b>

Solid Waste revenues year to date as of September were \$295,140 or 8.0% over budgeted amounts. Diverted Material revenues year to date as of September were \$28,443 or 3.2% under budgeted amounts. Year to date total revenue as of September was \$537,792 or 7.7% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of September 30, 2024 (25.0% of the fiscal year), year-to-date operating expenditures totaled \$7,528,655. This is 32.2% of the operating budget of \$23,350,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of September 2024, capital project expenditures totaled \$1,451,661. \$1,160,003 was for the Organics Infrastructure Upgrades. \$146,484 was for the JC LFG System Improvements. \$43,560 was for Equipment Replacement. \$43,144 was for CH Postclosure Maintenance. \$12,496 was for the North County Transfer Station. \$12,380 was for JR Roadway Improvements.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of September 2024 is attached for review and acceptance. September disbursements totaled \$2,572,385.73 of which \$673,654.78 was paid from the payroll checking account for payroll and payroll related benefits.

In addition to the vendor payments issued, expenditures for debt service principal and interest payments in the amount of \$2.9 million were recorded in September.

The following is a list of vendors paid more than \$50,000 during the month of September 2024.

<u>Vendor</u>	<u>Services</u>	<u>Amount</u>
Atlas Organics CU11, LLC	Organics Infrastructure Improvements & Organics Processing	\$1,168,191.73
Core & Main LP	JC LFG Improvements	\$136,164.35
Southern Counties Lubricants LLC	Monthly Vehicle & Equipment Fuel	\$93,856.41
Golden State Truck & Trailer Repair	All Sites Equipment & Vehicle Maintenance	\$52,712.97

### Cash Balances

The Authority's cash position increased by \$214,628.85 during September to \$35,531,707.54. 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 principal payments is transferred in July so that the payment can be made in September. 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	5,177,234.27
Restricted for Pension Liabilities (115 Trust)	-
State & Federal Grants	564,879.24
BNY - Bond 2022A Payment	-

#### Funds Held in Trust:

Central Coast Media Recycling Coalition	160,225.95
Employee Unreimbursed Medical Claims	6,371.18

#### Committed by Board Policy:

AB939 Services	-
Undesignated Fund Balance	2,703,105.88
Designated for Capital Projects Reserve	4,093,074.71
Designated for Environmental Impairment Reserve	2,678,486.88
Designated for Operating Reserve	3,264,000.00
Expansion Fund (South Valley Revenues)	5,059,694.79

#### Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	994,049.25
Lewis Road Post Closure	341,259.39
Jolon Road Post Closure	103,445.26
Johnson Canyon Post Closure	2,832,670.04
Capital Improvement Projects	11,533,548.31

Available for Operations: (3,980,337.61)

Total	<u>35,531,707.54</u>
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### ATTACHMENTS

1. September 2024 Consolidated Statement of Revenues and Expenditures
2. September 2024 Consolidated Grant and CIP Expenditures Report
3. September 2024 Checks Issued Report

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending September 30, 2024**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	14,083,100	1,271,569	3,997,345	28.4 %	10,085,755	0	10,085,755
Tipping Fees - Diverted Materials	3,393,800	264,534	861,047	25.4 %	2,532,753	0	2,532,753
AB939 Service Fee	5,008,400	417,368	1,252,104	25.0 %	3,756,296	0	3,756,296
Charges for Services	2,595,000	233,908	702,519	27.1 %	1,892,481	0	1,892,481
Sales of Materials	140,000	8,503	16,622	11.9 %	123,378	0	123,378
Gas Royalties	320,000	86,219	86,219	26.9 %	233,781	0	233,781
Investment Earnings	1,000,000	550,275	568,257	56.8 %	431,743	0	431,743
<b>Total Revenue</b>	<b>26,540,300</b>	<b>2,832,375</b>	<b>7,484,112</b>	<b>28.2 %</b>	<b>19,056,188</b>	<b>0</b>	<b>19,056,188</b>
<b><u>Expense Summary</u></b>							
Executive Administration	575,200	29,218	105,949	18.4 %	469,251	185	469,066
Administrative Support	518,200	70,824	203,290	39.2 %	314,910	1,209	313,702
Human Resources Administration	284,000	16,127	65,532	23.1 %	218,468	2,130	216,338
Clerk of the Board	218,800	12,196	48,090	22.0 %	170,710	1,123	169,588
Finance Administration	1,031,800	67,103	270,497	26.2 %	761,303	4,926	756,377
Operations Administration	772,400	47,427	179,587	23.3 %	592,813	555	592,257
Resource Recovery	1,418,100	91,736	295,978	20.9 %	1,122,122	1,270	1,120,852
Marketing	100,600	19,451	26,639	26.5 %	73,961	59,469	14,492
Public Education	247,400	2,542	59,296	24.0 %	188,104	51,228	136,875
Household Hazardous Waste	1,152,100	71,472	225,366	19.6 %	926,734	141,149	785,585
C & D Diversion	370,700	12,531	34,349	9.3 %	336,351	81,297	255,054
Organics Diversion	2,309,700	30,388	291,581	12.6 %	2,018,119	1,646,020	372,100
Diversion Services	40,000	0	11,011	27.5 %	28,989	2,635	26,354
JR Transfer Station	918,700	55,729	253,990	27.6 %	664,710	206	664,504
JR Recycling Operations	260,300	17,353	54,361	20.9 %	205,939	20	205,918
ML Transportation Operations	1,866,500	194,747	591,729	31.7 %	1,274,771	5,162	1,269,608

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending September 30, 2024**

	<b>CURRENT BUDGET</b>	<b>M-T-D REV/EXP</b>	<b>Y-T-D REV/EXP</b>	<b>% OF BUDGET</b>	<b>REMAINING BALANCE</b>	<b>Y-T-D ENCUMBRANCES</b>	<b>UNENCUMBERED BALANCE</b>
ML Recycling Operations	643,500	39,083	133,140	20.7 %	510,360	41	510,319
JC Landfill Operations	4,550,800	287,737	1,054,106	23.2 %	3,496,694	269,004	3,227,690
JC Recycling Operations	595,400	38,925	115,673	19.4 %	479,727	82,527	397,199
Johnson Canyon ECS	649,700	13,118	50,350	7.7 %	599,350	107,150	492,200
Sun Street ECS	237,600	1,604	113,502	47.8 %	124,098	0	124,098
Debt Service - Interest	381,600	0	199,903	52.4 %	181,698	0	181,698
Debt Service - Principal	2,730,000	0	2,730,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	389,400	34,614	109,334	28.1 %	280,066	0	280,066
Cell Construction Set-Aside	1,087,500	96,688	305,402	28.1 %	782,098	0	782,098
<b>Total Expense</b>	<b>23,350,000</b>	<b>1,250,611</b>	<b>7,528,655</b>	<b>32.2 %</b>	<b>15,821,345</b>	<b>2,457,306</b>	<b>13,364,039</b>
<b>Revenue Over/(Under) Expenses</b>	<b>3,190,300</b>	<b>1,581,764</b>	<b>(44,543)</b>	<b>-1.4 %</b>	<b>3,234,843</b>	<b>(2,457,306)</b>	<b>5,692,149</b>

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report For Period Ending September 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Fund 131 - Crazy Horse Post-Closure Fund</u></b>							
131 9316 CH Corrective Action Program	250,000	0	0	0.0 %	250,000	0	250,000
131 9321 CH Postclosure Maintenance	953,549	43,144	197,158	20.7 %	756,391	69,290	687,101
<b>Total Fund 131 - Crazy Horse Post-Closure</b>	<b>1,203,549</b>	<b>43,144</b>	<b>197,158</b>	<b>16.4 %</b>	<b>1,006,391</b>	<b>69,290</b>	<b>937,101</b>
<b><u>Fund 141 - Lewis Road Post-Closure Fund</u></b>							
141 9403 LR Postclosure Maintenance	444,623	9,612	90,846	20.4 %	353,777	49,635	304,142
<b>Total Fund 141 - Lewis Road Post-Closure F</b>	<b>444,623</b>	<b>9,612</b>	<b>90,846</b>	<b>20.4 %</b>	<b>353,777</b>	<b>49,635</b>	<b>304,142</b>
<b><u>Fund 161 - Jolon Road Post-Closure Fund</u></b>							
161 9604 JR Postclosure Maintenance	366,027	1,809	250,071	68.3 %	115,956	7,785	108,171
<b>Total Fund 161 - Jolon Road Post-Closure F</b>	<b>366,027</b>	<b>1,809</b>	<b>250,071</b>	<b>68.3 %</b>	<b>115,956</b>	<b>7,785</b>	<b>108,171</b>
<b><u>Fund 211 - Grants</u></b>							
211 9217 Micro Grants for Mattress Collector	10,624	0	8,556	80.5 %	2,068	0	2,068
211 9231 Tire Amnesty 2023-24	46,000	3,435	3,435	7.5 %	42,565	0	42,565
211 9232 SB1383 Local Assistance Grant Prc	676,404	5,733	40,567	6.0 %	635,836	49,863	585,973
211 9262 CalRecycle - Household Hazardous	60,030	0	0	0.0 %	60,030	0	60,030
211 9263 Cal Recycle - 2022-23 CCPP	6,767	0	650	9.6 %	6,117	0	6,117
211 9264 Cal Recycle - 2023-24 CCPP	22,262	325	325	1.5 %	21,937	0	21,937
<b>Total Fund 211 - Grants</b>	<b>822,086</b>	<b>9,493</b>	<b>53,533</b>	<b>6.5 %</b>	<b>768,553</b>	<b>49,863</b>	<b>718,690</b>
<b><u>Fund 800 - Capital Improvement Projects Fu</u></b>							
800 9101 Equipment Replacement	2,554,275	43,560	236,416	9.3 %	2,317,859	436,856	1,881,003
800 9105 Concrete Grinding	80,614	0	0	0.0 %	80,614	0	80,614
800 9109 Organics Infrastructure Upgrades	2,500,000	1,160,003	1,160,003	46.4 %	1,339,997	1,339,997	0
800 9214 Organics Program 2016-17	735,733	0	6,737	0.9 %	728,997	0	728,997
800 9322 North County Transfer Station	115,236	12,496	12,496	10.8 %	102,740	101,442	1,298
800 9501 JC LFG System Improvements	415,245	146,484	154,600	37.2 %	260,645	163,468	97,178
800 9505 JC Partial Closure	126,129	3,795	8,406	6.7 %	117,723	0	117,723

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending September 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9506 JC Litter Control Barrier	130,625	0	0	0.0 %	130,625	0	130,625
800 9507 JC Corrective Action	250,000	0	0	0.0 %	250,000	0	250,000
800 9521 JC Entrance Facility	177,622	3,376	3,376	1.9 %	174,246	49,136	125,110
800 9527 JC Module Engineering and Constr	4,088,756	5,510	28,005	0.7 %	4,060,751	0	4,060,751
800 9528 Roadway Improvements	1,514,318	12,380	12,380	0.8 %	1,501,939	67,861	1,434,078
800 9601 JR Transfer Station Improvements	77,869	0	24	0.0 %	77,845	0	77,845
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>12,766,423</b>	<b>1,387,603</b>	<b>1,622,442</b>	<b>12.7 %</b>	<b>11,143,982</b>	<b>2,158,759</b>	<b>8,985,222</b>
<b>Total CIP Expenditures</b>	<b>15,602,709</b>	<b>1,451,661</b>	<b>2,214,049</b>	<b>14.2 %</b>	<b>13,388,659</b>	<b>2,335,332</b>	<b>11,053,327</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34376	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAPTERS CPR Training	9/4/2024	1,395.00	1,395.00
34377	AT&T SERVICES INC JC Telephone Service	9/4/2024	48.73	48.73
34378	ATLAS ORGANICS CU11, LLC Infrastructure Improvements	9/4/2024	1,160,002.98	1,160,002.98
34379	BECKS SHOES AND REPAIR JC Safety Supplies	9/4/2024	241.72	241.72
34380	CARLON'S FIRE EXTINGUISHER SALES & SERVICE Common Area Maintenance	9/4/2024	110.00	110.00
34381	**Void**	9/4/2024	-	-
34382	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	9/4/2024	376.48	376.48
34383	COMPUTERSMITHS LLC ARC point labs testing	9/4/2024	70.00	70.00
34384	CUTTING EDGE SUPPLY JC Equipment Maintenance	9/4/2024	731.09	731.09
34385	ERNEST BELL D. JR All Sites Janitorial Services	9/4/2024	4,140.00	4,140.00
34386	FIRST ALARM JC Equipment Maintenance	9/4/2024	70.00	70.00
34387	GEOLOGIC ASSOCIATES, INC. JC Stormwater Management	9/4/2024	5,510.00	5,510.00
34388	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	9/4/2024	11,648.48	11,648.48
34389	GONZALES ACE HARDWARE JC Facility Maintenance	9/4/2024	15.20	15.20
34390	GRAINGER JC Facility Maintenance	9/4/2024	298.35	298.35
34391	INFINITY STAFFING SERVICES, INC. JC Contract Labor	9/4/2024	2,540.21	2,540.21
34392	Jose Gil Hernandez Jr. JC Vehicle Maintenance	9/4/2024	480.00	480.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34393	MCGILLOWAY, RAY, BROWN & KAUFMAN FY Audit Services	9/4/2024	5,342.00	5,342.00
34394	MISSION LINEN SUPPLY All Sites Uniforms	9/4/2024	519.92	519.92
34395	ODP BUSINESS SOLUTIONS, LLC Adm Ops Office Supplies	9/4/2024	478.43	478.43
34396	O'REILLY AUTOMOTIVE STORES, INC. JC Vehicle Maintenance	9/4/2024	90.75	90.75
34397	PACE ANALYTICAL SERVICES, LLC JC Lab Analysis LR Lab Analysis	9/4/2024	275.00 3,279.90	3,554.90
34398	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	9/4/2024	132.73	132.73
34399	QUINN COMPANY JC Equipment Maintenance	9/4/2024	891.18	891.18
34400	S. GRONER ASSOCIATES SGA Marketing Contract	9/4/2024	11,481.48	11,481.48
34401	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	9/4/2024	300.00	300.00
34402	SONSRAY MACHINERY LLC JC Org Equipment Maintenance	9/4/2024	4,780.30	4,780.30
34403	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	9/4/2024	24,774.69	24,774.69
34404	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	9/4/2024	897.16	897.16
34405	VALERIO VARELA JR JC Equipment Maintenance JC Facility Maintenance JC Org Equipment Maintenance	9/4/2024	300.00 980.00 300.00	1,580.00
34406	VALLEY FABRICATION, INC. JR Equipment Maintenance	9/4/2024	518.94	518.94
34407	Villegas Tire ML Vehicle Maintenance	9/4/2024	316.41	316.41
34408	WHITE CAP, LP JC Safety Supplies	9/4/2024	86.47	86.47

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34409	US BANK CORPORATE PAYMENT SYSTEM	9/11/2024		
	Zoom: RR Online Meetings		135.24	
	Amazon: JRTS Supplies		22.88	
	Baudville: Employee Appreciation		134.40	
	Amazon: JC Equipment Maintenance		211.17	
	Smart & Final: Ops Admin Supplies		180.33	
	08.27.24 US Bank CM		(327.75)	
	Smart & Final: CPR Training		33.85	
	Baudville: Employee Recognition		41.36	
	Gino's: Employee Recognition		218.50	
	Constant Contact: RR Public Outreach		52.00	
	AT&T: Finance Internet		86.46	
	Harbor Freight: Admin Office Supplies		43.66	
	American Airlines: 2024 WasteCon		1,467.90	
	Southwest: CRRRA Conference		637.92	
	Hobby Lobby: RR Supplies		69.28	
	Amazon: Admin Office Supplies		194.99	
	GFOA: GAAFR Plus Subscription		149.00	
	CVS: Employee Recognition		823.50	
	Amazon: JRTS Facility Supplies		312.43	
	AT&T: JC Scale Internet		230.50	
	UI.com: Finance Network Supplies		97.22	
	Smart & Final: JRTS Supplies		13.95	
	Indeed: Ops Recruitments		500.92	
	SWANA: 2024 WasteCon		1,750.00	
	Filter Water: CH Maintenance Supplies		284.00	
	Karmel Shuttle: CRRRA Conference		123.28	
	Mike's Pizza: BD Meeting Supplies		208.02	
	Santa Fe: Ops Admin Supplies		51.19	
	CVS: Employee Recognition Supplies		91.14	
	Amazon: JRTS Supplies		108.52	
	Amazon: JC Maintenance Supplies		51.71	
	SWANA: Annual Membership		285.00	
	CSMFO: Finance Training		200.00	
	CA Air Resources Board: ML Transport Supplies		61.79	
	Amazon: Admin Office Supplies		45.82	
	Ace Hardware: CH Maintenance Supplies		15.07	
	Mountain Mike's: RR School Program Supplies		214.89	
	Walmart: RR School Program Supplies		64.98	
	Harbor Freight: JC Facility Maintenance		146.71	
	Zoom: Online Meetings		109.16	
				9,140.99
34410	**Void**	9/11/2024	-	-
34411	**Void**	9/11/2024	-	-
34412	**Void**	9/11/2024	-	-

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34413	**Void**	9/11/2024	-	-
34414	A & G PUMPING, INC JR & RR Portable Toilets	9/12/2024	426.50	426.50
34415	ACME CAR WASH Adm & RR Vehicle Maintenance	9/12/2024	900.00	900.00
34416	ADMANOR, INC CCRMC Monthly Media & Marketing Service	9/12/2024	9,219.57	9,219.57
34417	AGUSTIN TINAJERO - ESPRIELLA ML Facility Maintenance Ed Center Maintenance	9/12/2024	1,300.00 650.00	1,950.00
34418	AMERICAN SUPPLY CO. Adm Janitorial Supplies JC Janitorial Supplies	9/12/2024	(60.63) 964.09	903.46
34419	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Commercial Auto	9/12/2024	6,938.00	6,938.00
34420	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	9/12/2024	102.00	102.00
34421	AT&T LONG DISTANCE Adm Internet Service	9/12/2024	40.74	40.74
34422	AT&T SERVICES INC SS Alarm Service	9/12/2024	95.01	95.01
34423	BLUE STRIKE ENVIRONMENTAL INC RR Consulting Services	9/12/2024	886.00	886.00
34424	CARLOS A CORONA JC Vehicle Maintenance	9/12/2024	150.00	150.00
34425	DATAFLOW BUSINESS SYSTEMS INC. Printer Network Support	9/12/2024	12.47	12.47
34426	Elevator Service Co. of Central California Inc. Common Area Maintenance	9/12/2024	255.00	255.00
34427	ESTELA GUERRERO Hose sprinklers, 2-way shut valve, Hose Nozzle	9/12/2024	105.00	105.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34428	FOSTER & FOSTER CONSULTING ACTUARIES, INC. GASB 68 Actuarial	9/12/2024	1,700.00	1,700.00
34429	FRESNO OXYGEN JC Equipment Maintenance	9/12/2024	86.60	86.60
34430	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	9/12/2024	12,466.41	12,466.41
34431	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	9/12/2024	142.86	142.86
34432	GONZALES TIRE & AUTO SUPPLY JC Equipment Maintenance Supplies	9/12/2024	1,385.36	1,385.36
34433	**Void**	9/12/2024	-	-
34434	GRAINGER HHW Safety Supplies JC Vehicle Maintenance Supplies ML Vehicle Maintenance Supplies	9/12/2024	75.32 196.80 356.18	628.30
34435	GRANITE CONSTRUCTION COMPANY JC Improvements Supplies	9/12/2024	823.68	823.68
34436	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies	9/12/2024	45.21	45.21
34437	INFINITY STAFFING SERVICES, INC. JC Contract Labor	9/12/2024	808.55	808.55
34438	J R Miller & Associates, Inc. All Sites Engineering Services	9/12/2024	28,251.75	28,251.75
34439	JT HOSE & FITTINGS JC Equipment Maintenance Supplies	9/12/2024	3,584.61	3,584.61
34440	**Void**	9/12/2024	-	-
34441	KING CITY HARDWARE INC. JR Facility Maintenance Supplies	9/12/2024	95.20	95.20
34442	MISSION LINEN SUPPLY All Sites Uniforms	9/12/2024	447.89	447.89
34443	ODP BUSINESS SOLUTIONS, LLC Adm & Ops Adm Office Supplies	9/12/2024	127.70	127.70

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34444	ONE STOP AUTO CARE V&S AUTO CARE, INC RR Vehicle Maintenance Supplies	9/12/2024	694.41	694.41
34445	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	9/12/2024	159.74	159.74
34446	PENINSULA MESSENGER LLC All Sites Courier Services	9/12/2024	1,176.00	1,176.00
34447	PITNEY BOWES - POSTAGE Adm Postage	9/12/2024	20.56	20.56
34448	PITNEY BOWES GLOBAL Adm Postage Machine Lease	9/12/2024	424.29	424.29
34449	PURE WATER BOTTLING JC Org Water Service	9/12/2024	18.00	18.00
34450	QUINN COMPANY JC Equipment Maintenance	9/12/2024	1,338.23	1,338.23
34451	REPUBLIC SERVICES #471 Monthly Trash Service	9/12/2024	92.51	92.51
34452	SAME DAY SHRED Records Shredding	9/12/2024	210.00	210.00
34453	SAUL CARDENAS-IBARRA SVR Reel	9/12/2024	800.00	800.00
34454	SCS FIELD SERVICES All Sites Routine Engineering Services CH Non-Routine Engineering Services JC Non-Routine Engineering Services	9/12/2024	16,800.00 222.54 179.03	17,201.57
34455	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Membership	9/12/2024	335.00	335.00
34456	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	9/12/2024	27,996.55	27,996.55
34457	Southern Counties Oil Co., a CA Limited Partnership JR Fuel	9/12/2024	3,337.20	3,337.20
34458	SPECIALTY DISTRIBUTORS INC. JC Vehicle Maintenance	9/12/2024	458.44	458.44
34459	STERICYCLE, INC Adm Shredding Services	9/12/2024	132.91	132.91

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34460	VALERIO VARELA JR All Sites Equipment Maintenance	9/12/2024	960.00	960.00
34461	Vasquez Fabrication, Inc. JC Equipment Maintenance JR Equipment Maintenance	9/12/2024	96.85 675.00	771.85
34462	VERIZON CONNECT FLEET USA LLC ML Vehicle Software	9/12/2024	367.95	367.95
34463	VOSTI'S INC All Sites Equipment Maintenance	9/12/2024	1,447.46	1,447.46
34464	WESTERN TRAILER COMPANY ML Vehicle Maintenance	9/12/2024	782.37	782.37
34465	AGRI-FRAME, INC JC Equipment Maintenance	9/19/2024	1,035.30	1,035.30
34466	ALESHIRE & WYNDER, LLP Monthly Legal Services	9/19/2024	1,126.90	1,126.90
34467	AT&T SERVICES INC Adm Telephone Service	9/19/2024	89.71	89.71
34468	ATLAS ORGANICS CU11, LLC Compost/Mulch Procurement	9/19/2024	715.00	715.00
34469	CITY OF GONZALES Monthly Hosting Fees	9/19/2024	20,833.33	20,833.33
34470	CLARK PEST CONTROL, INC Adm Exterminator Services JR Exterminator Service	9/19/2024	116.00 885.00	1,001.00
34471	COMMERCIAL TRUCK COMPANY ML Vehicle Maintenance	9/19/2024	678.93	678.93
34472	EAST BAY TIRE CO. JC Org Equipment Maintenance	9/19/2024	1,333.51	1,333.51
34473	ENRIQUE CARRILLO JR. All Sites Vehicle Maintenance	9/19/2024	7,123.36	7,123.36
34474	Environmental Innovations, Inc. SB1383 Outreach and Marketing	9/19/2024	5,125.00	5,125.00
34475	ERIC GARCIA ML & JR Vehicle Maintenance	9/19/2024	1,530.00	1,530.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34476	F.A.S.T. SERVICES Monthly Board Interpreting Service	9/19/2024	250.00	250.00
34477	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment & Vehicle Maintenance	9/19/2024	7,213.03	7,213.03
34478	GONZALES ACE HARDWARE All Sites Equipment Maintenance	9/19/2024	72.58	72.58
34479	GONZALES TIRE & AUTO SUPPLY JC Facility Maintenance	9/19/2024	196.35	196.35
34480	GRANITE CONSTRUCTION COMPANY JC Equipment Maintenance	9/19/2024	311.33	311.33
34481	GUILLERMINA GUTIERREZ CRRRA - Mileage	9/19/2024	144.72	144.72
34482	HENLEY PACIFIC SF, LLC ML Vehicle Maintenance	9/19/2024	121.51	121.51
34483	HOPE SERVICES JC Litter Abatement	9/19/2024	9,909.69	9,909.69
34484	INFINITY STAFFING SERVICES, INC. JC Contract Labor	9/19/2024	1,067.47	1,067.47
34485	Jason Guillen HHW Employee Training	9/19/2024	18.00	18.00
34486	JOHN NAEGLE DOT Re-certification Reimbursement	9/19/2024	150.00	150.00
34487	JT HOSE & FITTINGS JC Equipment Maintenance	9/19/2024	242.27	242.27
34488	JUAN CAMACHO JC Employee Training	9/19/2024	18.00	18.00
34489	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	9/19/2024	325.00	325.00
34490	LIEBERT CASSIDY WHITMORE HR Legal Services	9/19/2024	720.00	720.00
34491	Maestro Health FSA Service Fees	9/19/2024	150.00	150.00
34492	MANUEL PEREA TRUCKING, INC. JC Vehicle & Equipment Maintenance	9/19/2024	22,695.51	22,695.51

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34493	MISSION LINEN SUPPLY All Sites Uniforms ML Uniforms	9/19/2024	354.05 68.74	422.79
34494	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY Adm Sewer Service SS Sewer Service	9/19/2024	331.76 40.88	372.64
34495	NEU-SCAPES, INC. Jardin Garden Maintenance	9/19/2024	200.00	200.00
34496	ODP BUSINESS SOLUTIONS, LLC Adm & JC Office Supplies	9/19/2024	647.23	647.23
34497	PACIFIC CREST ENGINEERING INC JC Engineering Services	9/19/2024	1,407.50	1,407.50
34498	PURE WATER BOTTLING All Sites Water Service	9/19/2024	474.70	474.70
34499	QUINN COMPANY JC Equipment Maintenance	9/19/2024	3,687.33	3,687.33
34500	ROBERT AGUILAR JC Employee Training	9/19/2024	18.00	18.00
34501	ROSSI BROS TIRE & AUTO SERVICE ML Vehicle Maintenance	9/19/2024	135.00	135.00
34502	S. GRONER ASSOCIATES Fall 2024 Tire Amnesty Media Campaign - August SGA Marketing Contract	9/19/2024	944.00 7,169.50	8,113.50
34503	SALINAS NATIONAL LITTLE LEAGUE Ops Adm Vehicle Maintenance	9/19/2024	700.00	700.00
34504	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JC Improvements	9/19/2024	4,212.35	4,212.35
34505	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	9/19/2024	7,384.70	7,384.70
34506	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Vehicle Fuel	9/19/2024	19,955.82	19,955.82
34507	TELCO BUSINESS SOLUTIONS Monthly Network Support	9/19/2024	629.44	629.44
34508	THE DON CHAPIN COMPANY, INC. HHW Portable Toilet	9/19/2024	465.40	465.40

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34509	TODD V. RAMEY JC Engineering Services	9/19/2024	2,387.00	2,387.00
34510	ULINE, INC. ML Safety Supplies	9/19/2024	452.70	452.70
34511	W&W MARKETING GROUP, INC. Employee Recognition	9/19/2024	1,879.21	1,879.21
34512	WEST COAST RUBBER RECYCLING, INC Tire Amnesty	9/19/2024	2,365.00	2,365.00
34513	WHITE CAP, LP JC Facility Maintenance	9/19/2024	218.12	218.12
34514	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	9/19/2024	2,760.11	2,760.11
34515	HOME DEPOT RR Department Supplies	9/25/2024	115.32	115.32
34516	ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal	9/25/2024	15,009.06	15,009.06
34517	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	9/25/2024	107.00	107.00
34518	AT&T SERVICES INC JC Telephone Service	9/25/2024	59.36	59.36
34519	ATLAS ORGANICS CU11, LLC Monthly Organics Processing	9/25/2024	7,473.75	7,473.75
34520	AUTOZONE LLC. JC Equipment Maintenance Supplies	9/25/2024	652.35	652.35
34521	**Void**	9/25/2024	-	-
34522	BEST ENVIRONMENTAL CH Air Board Fees	9/25/2024	9,500.00	9,500.00
34523	BLUE STRIKE ENVIRONMENTAL INC Special Event Recycling	9/25/2024	1,584.00	1,584.00
34524	CALIFORNIA LIVE FLOORS, INC, ML Vehicle Maintenance	9/25/2024	399.70	399.70
34525	CALIFORNIA WATER SERVICE All Sites Water	9/25/2024	692.50	692.50

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34526	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Safety Supplies	9/25/2024	105.06	105.06
34527	CDW GOVERNMENT Annual Antivirus Subscription	9/25/2024	2,791.22	2,791.22
34528	CESAR ZUÑIGA Diagnostic Laptop Repair	9/25/2024	1,300.00	1,300.00
34529	CLARK PEST CONTROL, INC JR Exterminator Services	9/25/2024	210.00	210.00
34530	CORE & MAIN LP JC LFG Improvements	9/25/2024	124,631.78	124,631.78
34531	EAST BAY TIRE CO. Ops Adm Vehicle Maintenance	9/25/2024	39.88	39.88
34532	EDUARDO ARROYO JC Facility Maintenance	9/25/2024	2,500.00	2,500.00
34533	ENRIQUE CARRILLO JR. All Sites Vehicle Maintenance	9/25/2024	6,577.68	6,577.68
34534	FEDEX Ops Adm Overnight Shipments	9/25/2024	46.71	46.71
34535	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	9/25/2024	30,259.00	30,259.00
34536	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance	9/25/2024	21,385.05	21,385.05
34537	**Void**	9/25/2024	-	-
34538	GONZALES ACE HARDWARE All Sites Equipment Maintenance Supplies	9/25/2024	109.33	109.33
34539	GRANITE CONSTRUCTION COMPANY JC Improvements	9/25/2024	341.61	341.61
34540	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies JC Safety Supplies JR Vehicle Maintenance Supplies	9/25/2024	140.68 422.28 525.02	1,087.98
34541	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	9/25/2024	276.64	276.64

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34542	GUERITO JC Portable Toilets	9/25/2024	1,435.00	1,435.00
34543	HERC RENTALS INC. JC Equipment Rental	9/25/2024	819.45	819.45
34544	INFINITY STAFFING SERVICES, INC. JC Contract Labor	9/25/2024	1,482.00	1,482.00
34545	JT HOSE & FITTINGS ML Vehicle Maintenance	9/25/2024	589.42	589.42
34546	MISSION LINEN SUPPLY All Sites Uniforms	9/25/2024	570.52	570.52
34547	NEU-SCAPES, INC. Common Area Maintenance	9/25/2024	550.00	550.00
34548	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	9/25/2024	652.81	652.81
34549	O'REILLY AUTOMOTIVE STORES, INC. ML Vehicle Maintenance	9/25/2024	202.86	202.86
34550	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	9/25/2024	1,097.28	1,097.28
34551	PAPE MATERIAL HANDLING, INC JC Org Equipment Maintenance	9/25/2024	425.78	425.78
34552	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services	9/25/2024	60.00	60.00
34553	PRICILLIA RODRIGUEZ JR Hauling Services	9/25/2024	7,719.65	7,719.65
34554	QUINN COMPANY JC Equipment Maintenance JR Vehicle Maintenance	9/25/2024	262.12 38.46	300.58
34555	R.D. OFFUTT COMPANY JC Equipment Maintenance	9/25/2024	193.65	193.65
34556	RAMON N VALLEJO Pre-employment livescan (2)	9/25/2024	114.00	114.00
34557	RJMS CORPORATION JC Equipment Maintenance	9/25/2024	398.00	398.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2024 to 9/30/2024**

Check #	Name	Check Date	Amount	Check Total
34558	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	9/25/2024	400.00	400.00
34559	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel	9/25/2024	21,129.35	21,129.35
34560	SUBURBAN PROPANE LP LR Maintenance Supplies	9/25/2024	125.00	125.00
34561	TELCO BUSINESS SOLUTIONS Adm Network Support	9/25/2024	245.35	245.35
34562	Terminix International Company Limited Partnership Admin Building Fumigation	9/25/2024	39,000.00	39,000.00
34563	ULINE, INC. HHW Facility Maintenance	9/25/2024	2,575.24	2,575.24
34564	VALERIO VARELA JR JC Facility Maintenance ML Vehicle Maintenance	9/25/2024	250.00 1,650.00	1,900.00
34565	VALLEY FABRICATION, INC. ML Vehicle Maintenance	9/25/2024	123.07	123.07
34566	VERIZON WIRELESS SERVICES Monthly Internet Service	9/25/2024	190.05	190.05
34567	WHITE CAP, LP JC Facility Maintenance	9/25/2024	642.35	642.35
25-00111-DFT	INTERMEDIA Exchange Services	9/5/2024	462.50	462.50
25-00129-DFT	REPUBLIC SERVICES #471 ML Rent	9/30/2024	17,558.88	17,558.88
25-00135-DFT	Pac Auto Group, Inc. 2019 Ford Super Duty F-250	9/25/2024	43,559.64	43,559.64
	<b>Total:</b>			<u>1,898,730.95</u>
	<b>Payroll Disbursements</b>			<u>673,654.78</u>
	<b>Grand Total</b>			<u>2,572,385.73</u>



## Report to the Board of Directors

### ITEM NO. 4

Finance and Administration  
Manager/ Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

**Date:** November 21, 2024  
**From:** C. Ray Hendricks, Finance and Administration Manager  
**Title:** September 2024 Quarterly Investments Report

### RECOMMENDATION

The Executive Committee recommends that the Board accepts the September 2024 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, \$33,000,211.99 (93.41%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended September 30, 2024, the LAIF effective yield was 4.575%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$163.4 Billion as of September 30, 2024. The Authority's LAIF investment of \$33,000,211.99 represents .020% of the PMIA. Attached is a summary of the PMIA portfolio as of October 2, 2024.

### ATTACHMENT(S)

1. September 30, 2024 Cash and Investments Report
2. October 15, 2024 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY  
Cash and Investments Report  
September 30, 2024

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	-	28,212.62	Same day	Aa2
Payroll Checking account	-	10,000.00	Same day	Aa2
General Deposit Account	-	39,983.23	Same day	Aa2
Scalehouse Deposit Account	-	18,692.96	Same day	Aa2
FSA Checking Account	-	6,371.18	Same day	Aa2
LAIF	4.575%	33,000,211.99	Same day	N/A
LAIF - FMV Adjustment		(134,067.38)		
Rabobank PIMMA Account	4.700%	2,358,003.28	Same day	Aa2
CEPPT Restricted Fund		-		
		\$ 35,328,807.88		

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




---



# PMIA/LAIF Performance Report as of 10/16/24



## Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.71
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012912073474208
LAIF Administrative Cost <sup>(1)*</sup> :	TBD
LAIF Fair Value Factor <sup>(1)</sup> :	1.002061084
PMIA Daily <sup>(1)</sup> :	4.58
PMIA Quarter to Date <sup>(1)</sup> :	4.56
PMIA Average Life <sup>(1)</sup> :	231

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

<b>September</b>	<b>4.575</b>
August	4.579
July	4.516
June	4.480
May	4.332
April	4.272

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 9/30/24 \$161.6 billion

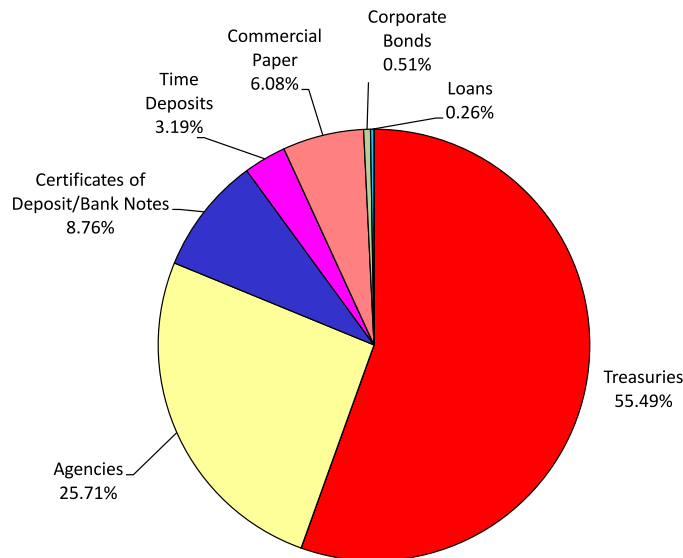


Chart does not include \$1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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.

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> 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

N/A

Authority General Counsel

**Date:** November 21, 2024  
**From:** Elia Zavala, Contracts & Grants Analyst  
**Title:** Tonnage and Diversion Report for the Quarter Ended September 30, 2024

### RECOMMENDATION

Staff recommends that the Board accept this report. This item is provided to keep the Board apprised of the quarterly tonnage data which corresponds to the Authority's budget and the regional agency's annual AB 939 compliance reporting.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Board's Strategic Plan but does reflect on one of the Authority's key core values, "fiscal prudence".

### FISCAL IMPACT

Tipping fees for landfill and diversion materials account for 64.9% of the quarter's revenue. For the quarter ending September 30, 2024, the Authority received \$4.8 million in tipping fees.

### DISCUSSION & ANALYSIS

#### TONS LANDFILLED

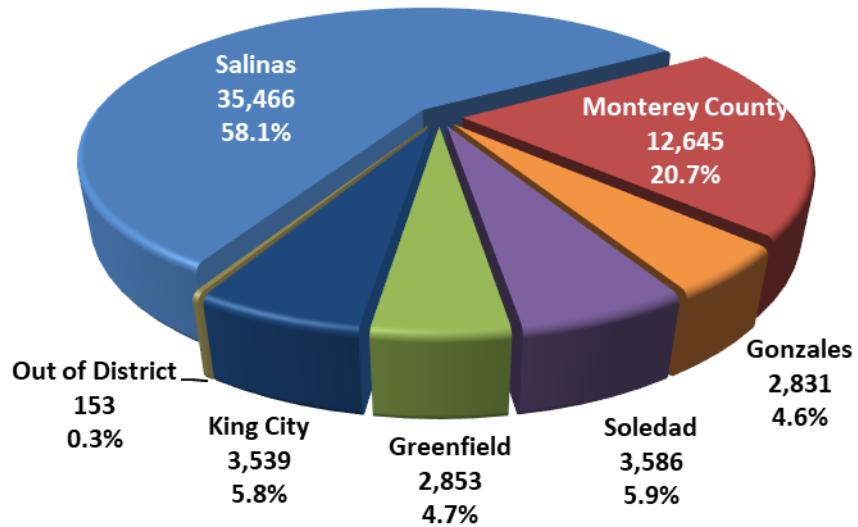
The Authority landfilled 61,073 tons of solid waste in the quarter ended September 2024. This resulted in a 0.1% increase in landfilled waste from the same quarter of 2023.

Service Area	Jul-Sep 2023 Tonnage	Jul-Sep 2024 Tonnage	Change in Tonnage	% Change
Authority Service Area	60,752	60,920	168	0.3%
Out of District	263	153	-110	-41.8%
Total Landfilled	61,015	61,073	58	0.1%

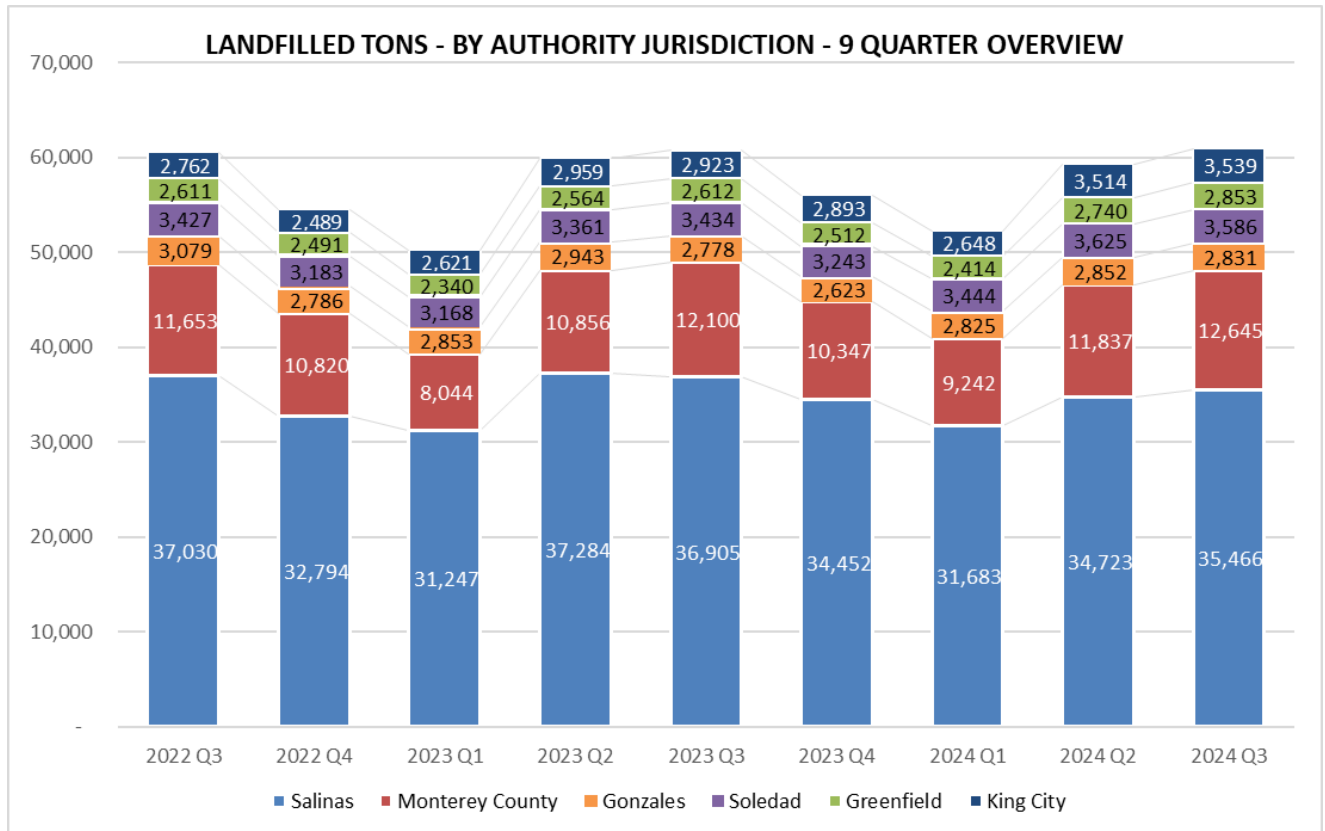
TONNAGE LANDFILLED BY ORIGIN

As noted in the chart below, the total landfilled waste for this quarter was made up of 58.1% from the City of Salinas, 20.7% from the County, and 21% from the south county cities. The 153 tons of self-hauled material from outside the service area made up 0.3%.

**LANDFILLED TONS - 61,073  
BY ORIGIN FOR QUARTER ENDED SEPT 30, 2024**



The chart below shows landfilled tons by jurisdiction for the past nine quarters including three-year tonnage data for Quarter 3 (Jul-Sep).



TONNAGE PROCESSED AND DIVERTED SUMMARY

The table below summarizes the total tonnage processed and diverted for the quarter. Compared to the same quarter of the previous year, the total tons processed decreased by 0.93% and diverted materials decreased by 6.9%, resulting in a net increase of 0.7% tons landfilled. Alternative Daily Cover (ADC), although a beneficial reuse material, is not shown as diverted material since it is ultimately landfilled.

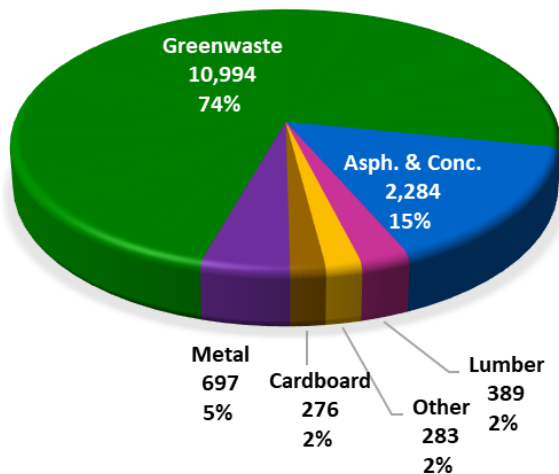
	Jul-Sep 2023 Tonnage	%	Jul-Sep 2024 Tonnage	%	Change in Tonnage	% Change
Total Tons Processed	77,843		77,116		(727)	-0.93%
Less Used for ADC	798	1.0%	1,120	1.5%	322	40.4%
Net Tons Processed	77,045		75,996		(1,049)	-1.4%
Less Diverted Materials	11,747		11,383		(364)	-3.1%
Less Beneficial Reuse	3,260		2,284		(976)	-29.9%
JC market materials	427		680		253	59.3%
JR market materials	203		213		10	4.9%
ML market materials	394		363		(31)	-7.9%
Total Diverted Materials	16,031	20.6%	14,923	19.4%	(1,108)	-6.9%
Total Landfilled	60,667	77.9%	61,073	79.2%	406	0.7%

DIVERTED MATERIALS

The pie chart below illustrates the composition of the 14,923 tons of diverted materials for the quarter ended September 2024. Diversion does not include tons of construction & demolition material and biosolids, which are currently being used in the landfill as ADC. Included in the diversion chart are 1,256 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market.

The table below provides a year-over-year comparison of diverted materials tonnage for the same quarter. The total diverted materials for this quarter resulted in a 6.9% decrease over the same quarter of 2023 with decreases in organics and asphalt/concrete.

**QUARTER ENDED SEP 30, 2024  
DIVERTED MATERIALS - 14,923**



	2023 Q3	2024 Q3	% Diff
Greenwaste	11,678	10,994	-5.9%
Asphalt & Concrete	3,260	2,284	-29.9%
Lumber	70	389	455.7%
Metal	528	697	32.0%
Cardboard	251	276	10.0%
*Other	244	283	16.0%
	16,031	14,923	-6.9%

\* Includes Mattresses, Tires, Mixed Rec, et c.



## Report to the Board of Directors

**Date:** November 21, 2024  
**From:** Mandy Brooks, Resource Recovery Manager  
**Title:** Member and Interagency Activities Report for September & October 2024

### ITEM NO. 6

N/A

Finance and Administration  
 Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

### 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 2024 Strategic Planning Priority 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 Sept. 17 and Oct 31. 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 in September and on Oct 31. No violations or areas of concern were noted during the inspection.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill and Lewis Road Landfill were conducted on September 19; no areas of concern or violations were issued for either site.

#### Gonzales Clothing Closet

- The Clothing Closet continues to be open Tuesdays & Wednesdays from 2pm - 4pm and Thursdays from 1pm - 3pm at the Mission Annex located on 4th and Day

Streets. In Oct, volunteers from the Clothing Closet made several deliveries to families in South Monterey County.

Q3 CY 2024	# Volunteers	Hours	# Clothing Items Dist.	# Families Served	# Family Members
July	3	77	505	41	156
Aug	3	91	762	48	232
Sept	4	84.5	981	54	204
<b>Q3 2024 TOTALS</b>	<b>3.3 (avg)</b>	<b>252.5</b>	<b>2,248</b>	<b>143</b>	<b>592</b>

Q4 CY 2024	# Volunteers	Hours	# Clothing Items Dist.	# Families Served	# Family Members
Oct	3	98	1,491	77	287
Nov	-	-	-	-	-
Dec	-	-	-	-	-
<b>Q4 2024 TOTALS</b>	<b>3</b>	<b>98</b>	<b>1,491</b>	<b>77</b>	<b>287</b>

### Clean Up Events

The 2024 hauler community cleanup schedule for all member agencies areas are listed below. A total of five (5) clean ups were scheduled in Sept and Oct with the results listed in the table below.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (collected by SVR)	Diversion %
Sept 7	Greenfield	TCD	8.2	5.1	622 lbs.	38%
Sept 14	Prunedale	WM	6.8	6.1	557 lbs.	47%
Sept. 21	Soledad	TCD	10.3	16.8	1,252 lbs.	62%
Oct 12	Salinas – District 4	Republic	8.8	6.9	n/a	44%
Oct 19	Gonzales	TCD	5.9	7.1	540 lbs.	55%

### FY 2024-25 Current & Future Events with SVR Staff Participation

**Gonzales:** 11/16/24 Wally's Recycle Fest Event, JC Ed Center & Garden  
 11/18/24 School Tour, Soquel Elementary School, JCLF & Ed Center  
 02/12/25 School Tour, 5<sup>th</sup> grade from La Gloria School, JCLF & Ed Center

**Greenfield:** TBD

**King City:** 11/02/24 Community Cleanup, SV Fairgrounds  
 11/02/24 HHW Mobile Collection Event, SV Fairgrounds  
 12/06/24 Float in Holiday Parade, Broadway St.  
 01/23/25 Booth at Farm Day, SV Fairgrounds

<b>Salinas:</b>	10/02/24	Booth at Employee Health Fair
	10/26/24	Composting Workshop & Giveaway, Natividad Creek Park
	10/31/24	Booth at Career & Resource Fair, Everett Alvarez High School
	11/02/24	District 6 Community Cleanup Event
	11/07/24	Booth at Farm Day, Rodeo Grounds
	11/13/24	School Implementation, John Steinbeck School
	11/13/24	School Implementation, Madonna del Sasso School
	12/01/24	Float in Parade of Lights, South Main St
<b>Soledad:</b>	11/06/24	Booth at Career Fair, Soledad High School
<b>Mo County:</b>	10/03/24	School Site Training, Elkhorn School
	10/05/24	Booth at Farm Family Day, ALBA
	10/05/24	Booth at Carnivale, Spreckels Elementary School
	10/09/24	School Implementation, Boronda DIAS
	11/05/24	School Implementation, Pajaro Middle School
	11/09/24	Pajaro Community Cleanup & ABOP Collection
<b>Other:</b>	10/18/24	Booth at Climate Action Project, Monterey Bay Aquarium

**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, this monthly report keeps the Board apprised of communications with member agencies and regulators. 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. 7

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General I Counsel

**Date:** November 21, 2024

**From:** C. Ray Hendricks, Finance and Administration  
Manager

**Title:** A Resolution Approving the Allocation of Cash  
Balances for Fiscal Year 2023-24, and  
Supplemental Appropriation to Fund  
Adjustments to the Operating Budget

### RECOMMENDATION

The Executive Committee recommend adoption of the resolution.

### STRATEGIC PLAN RELATIONSHIP

This is a routine annual financial item.

### FISCAL IMPACT

This item designates cash balances at year-end June 30, 2024. Supplemental appropriations of \$65,000 will be made to fund the paydown of the Unfunded Actuarial Liability (UAL) for the CalPERS retirement program. These supplemental appropriations will be funded using cash balances on June 30, 2024 prior to the allocation to designated reserves in accordance with Board policy.

*(continued to next page)*

## DISCUSSION & ANALYSIS

To determine the surplus cash balance on June 30, 2024, the total of cash and investments at June 30, 2024 was reduced by the funds held by legal agreements, committed by Board policy, held in trust, or previously committed or assigned to Budget by Board direction. Calculations are as follows:

Cash Balance at 06-30-2024	<u>38,567,890.20</u>
<u>Restricted by Legal Agreement</u>	
JC Closure Fund	5,154,023.75
State Grants	657,231.49
<u>Funds Held in Trust</u>	
Employees FSA Trust	4,520.06
CCRMC Trust	107,112.67
<u>Committed by Board Policy</u>	
Designated for Capital Projects Reserve	4,093,074.71
Designated for Operations Reserve	3,264,000.00
Designated for Environmental Impairment Reserve	2,678,486.88
Expansion Fund	5,006,755.36
<u>Assigned by Budget</u>	
Assigned to Capital Projects	11,247,222.24
Assigned to Crazy Horse Post-Closure	632,490.50
Assigned to Lewis Road Post-Closure	183,318.83
Assigned to Johnson Canyon Post-Closure	2,746,546.78
Assigned to Jolon Road Post-Closure	<u>90,001.05</u>
Total Available for Surplus Allocation at 06-30-2024	<u>2,703,105.88</u>

Allocating these funds based on the Financial Policies would be as follows:

Total Available for Surplus Allocation at 06-30-2024	2,703,105.88
UAL Paydown (Per Financial Policies)	<u>(65,000.00)</u>
Allocated Amount	<u>2,638,105.88</u>
Capital Projects Reserve (60%)	1,582,863.52
Operations Reserve (20%)	527,621.18
Environmental Impairment Reserve (20%)	<u>527,621.18</u>
Total Surplus Allocation	<u>2,638,105.88</u>

Operating Budget Adjustments – UAL Paydown (\$65,000)

The operating budget includes an amount for either the paydown of the UAL or for a deposit to the California Employers' Pension Prefunding Trust (CEPPT) to be used to pay down the UAL when they occur. Staff used the funds available in the budget to pay down the UAL, leaving a \$65,000 balance. The financial policies call for any undesignated cash balance to be first used to pay down any Unfunded Actuarial Liability (UAL) to the CalPERS retirement accounts. The UAL is essentially a 20-year loan at 6.8% interest. Paying this off early saves the Authority \$320,000 over the next 20 years.

Operations Reserve

The funding goal for the operations reserve policy was increased from 15% to 20% of the operating budget on May 16, 2024. The Operating Budget Reserve had been fully funded at the 15% goal for several years. An allocation of **\$527,621** will leave the Operations Reserve funded at 81.2% of the revised goal. Following is a summary of the operations reserve balance if approved:

Designated for Operations Reserve

Balance at 06-30-2024	3,264,000.00
FY 2023-24 Surplus Allocation	<u>527,621.18</u>
Ending Balance (Goal \$4.67M)	<u>3,791,621.18</u>

Environmental Impairment Reserve

The Authority entered into financial assurance agreements for Corrective Action with CalRecycle. The agreements identify specific dollar amounts for which the Authority is potentially liable. Below is a table showing the engineer's calculations of the Authority's potential liability for site remediation (corrective action).

<u>Landfill- Action</u>	<u>Capital</u>			<u>Total</u>
	<u>Improvements</u>	<u>Maintenance</u>	<u>Contingency</u>	
Johnson Canyon	\$ 527,059	\$ 449,733	\$ -	\$ 976,792
Crazy Horse	4,116,562	9,318,956	-	13,435,519
Jolon Road	-	1,842,983	-	1,842,983
Lewis Road	155,273	285,996	44,291	485,561
<b>Total Corrective Actions</b>	<b>\$ 4,798,895</b>	<b>\$ 11,897,669</b>	<b>\$ 44,291</b>	<b>\$ 16,740,855</b>

\* Maintenance period covers up to 30 years

The above amounts represent the worst-case scenario if all the sites were to have a release, which is very unlikely.

Under the financial assurance agreements with CalRecycle, the Authority has stated that it will provide the necessary funding when required. This means that the Authority would increase rates as necessary to cover the above expenses. However, it is highly unlikely that all three sites would need corrective action at the same time. The funding goal is the Capital Improvement costs at Crazy Horse, the highest cost of the three sites. Allocating an additional **\$527,621** to this reserve brings the balance to 77.9% of the \$4.12 million capital funding goal for Corrective Action at Crazy Horse. The following is a summary of the balances if approved.

Designated for Environmental Impairment Reserve

Balance at 06-30-2024	2,678,486.88
FY 2023-24 Surplus Allocation	527,621.18
Ending Balance (Goal \$4.12M)	<u>3,206,108.06</u>

Capital Projects Reserve

The remaining **\$1,582,864** is to be allocated to the Capital Projects Reserve. This reserve is to be used for one-time capital needs. The following is a summary of the balances if approved.

Designated for Capital Projects Reserve

Balance at 06-30-2024	4,093,074.71
FY 2022-23 Surplus Allocation	1,582,863.52
Ending Balance	<u>5,675,938.23</u>

## **BACKGROUND**

On May 16, 2024, the Board approved the updated financial policies. Section 3 (Fund Balance/Reserves) of this document designates how the fund balance will be allocated.

After completion of the annual audit, any undesignated cash balance will be first used to pay down any Unfunded Actuarial Liability to the CalPERS retirement accounts. Remaining funds shall be allocated to reserves using the following methodology:

1. Operating Reserve (20%)
2. Capital Projects Reserve (60%)
3. Environmental Impairment Reserve (20%)

Any allocation outside of the prescribed methodology or transfers between reserves must be approved by the Board.

## **ATTACHMENT(S)**

1. Resolution
2. Exhibit A - Allocation of Cash Balances for FY 2023-24 Sheet
3. Resolution 2023-37, Financial Policies

**RESOLUTION NO. 2024 –**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING THE ALLOCATION OF CASH BALANCES FOR FISCAL YEAR 2023-24 AND  
SUPPLEMENTAL APPROPRIATIONS TO THE OPERATING BUDGET**

**WHEREAS**, the Board of Directors of the Salinas Valley Solid Waste Authority approved the revised financial policies by adoption of Resolution No. 2023-37; and,

**WHEREAS**, the Fiscal Year 2023-24 fund balance is to be allocated as follows: Any undesignated cash balance will be first used to pay down any Unfunded Actuarial Liability to the CalPERS retirement accounts with remaining funds allocated to reserves using the following methodology: Operating Reserves (20%), Capital Projects Reserves (60%), and Environmental Impairment Reserves (20%) unless otherwise approved by the Board; and,

**WHEREAS**, The amount needed to fully fund the UAL is \$65,000; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the allocation of cash balances for FY 2023-24, attached hereto and marked "Exhibit A" is hereby approved; and,

**BE IT FURTHER RESOLVED**, that a Supplemental Operating Appropriation of \$65,000 pay down the Unfunded Actuarial Liability to the CalPERS retirement accounts is hereby approved; and,

**BE IT FURTHER RESOLVED**, that the General Manager/CAO is hereby authorized and directed by the Salinas Valley Solid Waste Authority to implement the allocation in accordance with the Authority's financial policies.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 21<sup>st</sup> day of November 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

## Exhibit A

### ALLOCATION OF FISCAL YEAR 2023-24 CASH BALANCES

CalPERS UAL	65,000.00
Capital Projects Reserve	1,582,863.52
Environmental Impairment Reserve	527,621.18
Operations Reserve	<u>527,621.18</u>
Total Surplus Allocation	<u><u>2,703,105.88</u></u>

## RESOLUTION NO. 2024 – 37

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY ADOPTING THE FINANCIAL POLICIES

**WHEREAS**, the Board of Directors of the Salinas Valley Solid Waste Authority last approved the financial policies by adoption of Resolution No. 2022-21 on May 19, 2022; and,

**WHEREAS**, a recent review of the policies found that updates to the generally accepted accounting principles recently approved by the Government Accounting Standards Board need to be reflected in the policy; and,

**WHEREAS**, maintaining a fully funded post-closure fund for Johnson Canyon Landfill has been a priority of the agency; and,

**WHEREAS**, the Authority strives to promote transparency in its fiscal affairs and fiscal accountability; and,


**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the Financial Policies attached hereto as Exhibit "A" are hereby approved and adopted.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16<sup>th</sup> day of May 2024, by the following vote:

AYES:	BOARD MEMBERS:	ANSALDO-SÁNCHEZ, CHURCH, FUNK (ALT), ROCHA, SANDOVAL, TIPTON
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CULLEN, GONZALEZ, LOPEZ, SILVA
ABSTAIN:	BOARD MEMBERS:	NONE

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 Anthony Rocha, President

ATTEST  
 DocuSigned by:  
  
087ACDFB22A74F6  
 Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:  
 DocuSigned by:  
  
B68FCEE8A3424A5  
 Roy C. Santos, Authority General Counsel

Salinas Valley Solid Waste Authority  
Financial Policies

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Salinas Valley Solid Waste Authority  
Financial Policies

**SUMMARY**

The Salinas Valley Solid Waste Authority (Authority) Board of Directors recognizes their fiduciary responsibility by virtue of their appointment to the Board. In an effort to promote transparency in the fiscal affairs of the Authority and to promote fiscal accountability, it hereby adopts the following financial policies to guide the Authority's finances:

1. Revenues: The Authority will maintain a revenue system that will ensure a reliable, equitable, and predictable revenue stream to support Authority services.
2. Expenditures: The Authority shall assure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.
3. Fund Balance/Reserves: The Authority shall maintain a fund balance at a level sufficient to protect the Authority's creditworthiness as well as its financial position from unforeseeable occurrences or emergencies.
4. Capital Expenditures and Improvements: The Authority shall annually review the state of its capital assets, setting priorities for its replacement and renovation based on needs, funding, alternatives, and availability of resources.
5. Debt: The Authority shall utilize debt financing only to provide needed capital equipment and improvements while minimizing the impact of debt payments on current revenues.
6. Investments: The Authority's cash will be invested in such a manner that ensures the absolute safety of principal and interest, meet the liquidity needs of the Authority, and achieve the highest possible yield.
7. Grants: The Authority shall seek, apply for, and effectively administer federal, state, and foundation grants that address the Authority's current priorities and policy objectives.
8. Closure Funding: The Authority shall properly fund all closure and post-closure costs in accordance with California Department of Resources Recycling and Recovery (CalRecycle) requirements.
9. Fiscal Monitoring: Authority staff shall prepare and present to the Board regular reports that analyze, evaluate, and forecast the Authority's financial performance and economic condition.

Salinas Valley Solid Waste Authority  
Financial Policies

10. Accounting, Auditing and Financial Reporting: The Authority's accounting, auditing, and financial reporting shall comply with prevailing local, state, and federal regulations, as well as current professional principles and practices as promulgated by authoritative bodies.
11. Internal Controls: The Authority shall establish and maintain an internal control structure designed to provide reasonable assurance that Authority assets are safeguarded and that the possibilities for material errors in the Authority's financial records are minimized.
12. Operating Budget: The Authority's operating budget will implement the policy decisions of the Board. It will provide a clear picture of the Authority's resources and their use.
13. Capital Assets: The Authority will capitalize all capital assets in accordance with Generally Accepted Accounting Principles to maintain proper control of all capital assets.

Salinas Valley Solid Waste Authority  
Financial Policies

**REVENUES**

The Authority will maintain a revenue system that will assure a reliable, equitable, predictable revenue stream to support Authority services.

A. User Fees

The Authority shall establish and collect fees to recover the cost of handling specific items that benefit only specific users. The Authority Board shall determine the appropriate cost recovery level and establish the fees. Where feasible and desirable, the Authority shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, compare them to the current fee structure, and to recommend adjustments where necessary.

B. Tipping Fees

Tipping fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide funding for ongoing capital improvements, and provide adequate levels of working capital. Tipping Fees are not expected to cover depreciation or depletion.

C. One Time Revenues

One-time revenues shall be used only for one-time expenditures.

D. Revenue Estimates

The Authority shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and thus avoid mid-year service reductions.

E. Revenue Collection and Administration

The Authority shall pursue to the full extent allowed by state law all delinquent ratepayers and overdue payments to the Authority. Since revenue should not exceed the cost of producing it, the Authority shall strive to control and reduce administrative collection costs.

Salinas Valley Solid Waste Authority  
Financial Policies

**EXPENDITURES**

The Authority shall assure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.

A. Current Funding Basis

The Authority shall operate on a current funding basis. Expenditures shall be budgeted and controlled to not exceed current revenues.

B. Avoidance of Operating Deficits

The Authority shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue estimates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance within the Fund Balance/Reserves Policy. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget.

C. Maintenance of Capital Assets

Within the resources available each fiscal year, the Authority shall maintain capital assets and infrastructure at a sufficient level to protect the Authority's investment, to minimize future replacement and maintenance costs, and to continue current service levels.

D. Periodic Program Reviews

The General Manager shall undertake periodic staff and third-party reviews of Authority programs for both efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternative approaches for service delivery. Programs which are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

E. Purchasing

The Authority shall make every effort to maximize any discounts offered by creditors/vendors. Staff shall use competitive bidding whenever possible to attain the best possible price on goods and services.

Salinas Valley Solid Waste Authority  
Financial Policies

**FUND BALANCE/RESERVES**

The Authority shall maintain a fund balance at a level sufficient to protect the Authority's creditworthiness as well as its financial position from unforeseeable emergencies.

A. Funding the Reserves

After completion of the annual audit, any undesignated cash balance will be first used to pay down any Unfunded Actuarial Liability to the CalPERS retirement accounts. Remaining funds shall be allocated to reserves using the following methodology:

1. Operating Reserve (20%)
2. Capital Projects Reserve (60%)
3. Environmental Impairment Reserve (20%)

Any allocation outside of the prescribed methodology or transfers between reserves must be approved by the Board.

B. Operating Reserve

The Authority shall strive to maintain an Operating Reserve equal to twenty percent (20%) of the current year's operating expenditure budget in order to provide sufficient reserves for unforeseen occurrences and revenue shortfalls. Operating expenditures, for reserve purposes, is defined as the total budget less capital project expenditures.

❖ Use of Operating Reserve

The Operating Reserve shall be used only for its designated purpose: Emergencies, non-recurring expenditures, or major capital purchases that cannot be accommodated through current year revenues. Should such use reduce the balance below the appropriate level set as the objective, restoration recommendations will accompany the decision to utilize said reserve.

C. Capital Projects Reserve

Due to the capital-intensive nature of the Authority's landfill operations the Authority will develop a Capital Projects Reserve for the purpose of funding future capital projects and replacement of existing capital infrastructure in accordance with the Capital Improvements Financial Policies. The target amount of the reserve will be based on the average annual capital needs of the Authority.

Salinas Valley Solid Waste Authority  
Financial Policies

D. Environmental Impairment Reserve

Due to the potential release of contaminants that exists with all Municipal Solid Waste landfills, the Authority will fund an Environmental Impairment Reserve for the purpose of responding to a release in a timely manner. The funds can also be used for mitigation or corrective action measures required by CalRecycle. It is highly unlikely that all sites would need corrective action at the same time. Therefore, the funding goal is the Capital Improvement costs at the highest of the sites.

E. Annual Review of Reserves

As part of the annual budget process, the Authority will review the target amount and the status of each of the reserves. This will be considered as part of the budget development. The goal is to reach the Operating and Environmental Impairment Reserve amounts within a five-year period but in no case later than 10 years.

Salinas Valley Solid Waste Authority  
Financial Policies

**CAPITAL EXPENDITURES AND IMPROVEMENTS**

The Authority shall annually review the state of its capital assets, setting priorities for their replacement and renovation based on needs, funding, alternatives, and availability of resources.

A. Capital Improvement Plan

The Authority shall prepare a 10-Year Capital Improvement Plan (CIP) which will detail the Authority's capital needs. The CIP plan will be reviewed every year while discussions of the operating budget take place. The CAO will develop guidelines for what projects to include in the CIP budget. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every capital project, all operation, maintenance, and replacement costs shall be fully disclosed. The CIP budget will be in conformance with and support the Authority's major planning documents and 3-year Strategic Plans.

B. Capital Improvement Budget

The CIP plan will be the basis for which projects will be included in the following year's budget. Appropriations will be approved annually using the following criteria:

1. The needs identified in the Authority's planning documents.
2. Cost/benefit analysis identifying all economic or financial impacts of the project.
3. Identification of available funding resources.

CIP funding will be based on the following priorities:

1. Projects that comply with regulatory requirements.
2. Projects that maintain health and safety standards.
3. Projects that maintain and preserve existing facilities.
4. Projects that replace existing facilities which can no longer be maintained.
5. Projects that improve operations.

C. Capital Expenditure Financing

Projects will be financed using the following preferred order:

1. Use of current revenues.
2. Use of the Capital Projects Reserve.
3. Borrow money through debt issuance.

Debt financing includes revenue bonds, certificates of obligation, lease/purchase agreements, and other obligations permitted to be issued or incurred under California law. Guidelines for assuming debt are set forth in the Debt Policy Statements.

Salinas Valley Solid Waste Authority  
Financial Policies

D. Capital Projects Reserve Fund

A Capital Projects Reserve Fund shall be established and maintained to accumulate funds transferred from the undesignated fund balance. This fund shall only be used to pay for non-routine and one-time capital expenditures such as land and building purchases or construction and maintenance projects with a 10-year life. Expenditures from this Fund shall be aimed at protecting the health and safety of residents, employees, and the environment, and protecting the existing assets of the Authority.

E. Capital Projects Management

The Authority will fund and manage its capital projects in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

1. Conceptual/Schematic Proposal
2. Preliminary Design and Cost Estimate
3. Engineering and Final Design
4. Bid Administration
5. Acquisition and Construction
6. Project Closeout

Each project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations and laws are observed, periodically report project status and track project expenditures.

Salinas Valley Solid Waste Authority  
Financial Policies

**DEBT**

The Authority shall utilize debt financing only to provide needed capital equipment and improvements while minimizing the impact of debt payments on current revenues.

A. Use of Debt Financing

The issuance of long-term debt will be only for the acquisition of land, capital improvements, or equipment.

Debt financing is not considered appropriate for current operations, maintenance expenses, or for any recurring purposes.

B. Conditions for Debt Issuance

The Authority may use long-term debt to finance major equipment acquisition or capital projects only if it is established through a cost/benefit analysis that the financial and community benefits of the financing exceed the financing costs. Benefits would include, but not be limited to, the following:

1. Present value benefit: The current cost plus the financing cost is less than the future cost of the project.
2. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project.
3. Equity benefit: Financing provides a method of spreading the cost of a facility back to the users of the facility over time.
4. Community benefit: Debt financing of the project enables the Authority to meet an immediate community need.

Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.

C. Debt Structure

The Authority's preference is to issue fixed-rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

Bond proceeds, for debt service, will be held by an independent bank acting as trustee or paying agent.

The Authority's minimum bond rating objective for all debt issues is a Moody's and Standard & Poor's rating of A (upper medium grade). Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

Salinas Valley Solid Waste Authority  
Financial Policies

The Authority may retain the following contract advisors for the issuance of debt:

1. Financial Advisor - To be selected, when appropriate, by negotiation to provide financial analysis and advice related to the feasibility and structure of the proposed debt.
2. Bond Counsel - To be selected by negotiation for each debt issue.
3. Underwriters - To be selected by negotiation or competitive bid for each bond issue based upon the proposed structure for each issue.

D. Call Provisions

Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Authority. When possible, all bonds shall be callable only at par.

E. Debt Refunding

Authority staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 3.5% of the refunded maturities.

F. Interest Earnings

Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law.

G. Lease/Purchase Agreements

Over the lifetime of a lease, the total cost to the Authority will generally be higher than purchasing the asset outright. As a result, the use of lease/purchase agreements and certificates of participation in the acquisition of vehicles, equipment and other capital assets shall generally be avoided, particularly if smaller quantities of the capital asset(s) can be purchased on a "pay-as-you-go" basis.

H. Post Issuance Administration / Internal Control

❖ Investment of Proceeds

The proceeds of bond sales will be invested until used for the intended project(s) to maximize utilization of the public funds. The investments will be made to obtain the highest level of 1) safety, 2) liquidity, and 3) yield, and may be held as cash. The Authority's investment guidelines and bond indentures will govern objectives and criteria for investment of bond proceeds. The Finance and Administration Manager will oversee the investment of bond proceeds in a manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.

Salinas Valley Solid Waste Authority  
Financial Policies

❖ Use of Proceeds

Bond proceeds will be deposited and recorded in separate accounts to ensure that funds are not comingled with other Authority funds. To ensure proceeds from bond sales are used in accordance with legal requirements, all invoices will be submitted to the Finance and Administration Manager for approval prior to payment. The Finance and Administration Manager will be tasked with monitoring the expenditure of bond proceeds to ensure that they are used only for the purpose and authority for which the bonds were issued and exercising best efforts to spend bond proceeds in such a manner that the Authority will meet one of the spend-down exemptions from arbitrage rebate. Tax-exempt bonds will not be issued unless it can be demonstrated that 85% of the proceeds can reasonably be expected to be expended within the three-year temporary period.

❖ Arbitrage Compliance

The use of bond proceeds and their investments must be monitored to ensure compliance with all Internal Revenue Code Arbitrage Rebate Requirements. The Finance and Administration Manager shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

Salinas Valley Solid Waste Authority  
Financial Policies

**INVESTMENTS**

The Authority's cash will be invested in such a manner to ensure the absolute safety of principal and interest, meet the liquidity needs of the Authority, and achieve the highest possible yield after meeting the first two requirements.

A. Investment Policy

The Authority Treasurer is both authorized and required to promulgate a written Statement of Investment Policy which shall be presented to the Board annually.

B. Interest Earnings

Interest earned from investments shall be distributed to the operating funds from which the money was provided, with the exception that interest earnings received on the investment of bond proceeds shall be attributed and allocated to those debt service funds responsible for paying the principal and interest due on the bond issue.

Salinas Valley Solid Waste Authority  
Financial Policies

**GRANTS**

The Authority shall seek, apply for, and effectively administer federal, state and foundation grants-in-aid that address the Authority's current priorities and policy objectives.

A. Grant Guidelines

The Authority shall apply, and facilitate the application for others, only for grants that are consistent with the objectives and high priority needs previously identified by the Board. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

B. Indirect Costs

The Authority shall recover full indirect costs unless the funding agency does not permit it. The Authority may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

C. Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the Authority's policy objectives. Departments shall seek Board approval prior to submission of a grant application. Should time constraints under the grant program make this impossible, the department shall obtain approval to submit an application from the CAO and then, at the earliest feasible time, seek formal Board approval. If there are cash match requirements, the source of funding shall be identified prior to application. An annual report on the status of grant programs and their effectiveness shall also be prepared.

D. Grant Program Termination

The Authority shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified.

Salinas Valley Solid Waste Authority  
Financial Policies

**CLOSURE AND POST-CLOSURE FUNDING**

The Authority shall properly fund all closure and post closure costs in accordance with CalRecycle requirements.

A. Closure Funding

In accordance with CalRecycle requirements, the Authority shall annually set aside sufficient funds to fully fund all accrued closure costs liability. These funds will be held in a separate Closure Fund restricted specifically for this purpose.

B. Post-Closure Funding

Johnson Canyon Landfill is the Authority's last regional landfill. To ensure that there is adequate funding for post-closure maintenance of the landfill for the minimum required 30 years, the Authority shall ensure that the post-closure liability is fully funded annually. The required funding shall be the currently filled capacity percentage times the CalRecycle approved post-closure estimate. These funds will be held in a separate Post-Closure Fund restricted specifically for this purpose.

In accordance with Financial Assurances, the Authority shall fund post closure costs for the three currently closed sites from future revenues when those costs are incurred. The Authority has entered into a Pledge of Revenue agreement with CalRecycle for this purpose.

C. Closure and Post-Closure Funding Calculations

The Authority shall, as part of the budget process, annually recalculate the closure and post-closure costs on a per ton basis. Funds will be transferred monthly to the appropriate fund based on tonnage landfilled. Post-closure expense incurred due to the current fiscal year solid waste disposal will be recorded as an expense on the Authority's financial statements with a corresponding liability.

Salinas Valley Solid Waste Authority  
Financial Policies

**FISCAL MONITORING**

Authority staff shall prepare and present to the Board regular reports that analyze, evaluate, and forecast the Authority's financial performance and economic condition.

A. Financial Status and Performance Reports

Monthly reports comparing expenditures and revenues to current budget, noting the status of fund balances, and outlining any remedial actions necessary to maintain the Authority's financial position shall be prepared for review by the Board.

B. Five-year Forecast of Revenues and Expenditures

A five-year forecast of revenues and expenditures, to include a discussion of major trends affecting the Authority's financial position, shall be included during the budget process. The forecast shall also examine critical issues facing the Authority, economic conditions, and the outlook for the upcoming budget year. The document shall provide insight into the Authority's financial position and alert the Board to potential problem areas requiring attention.

C. Status Report on Capital Projects

A summary report on capital projects completed and the status of the Authority's various capital projects will be prepared as part of the monthly financial report and presented to the Board.

D. Compliance with Board Policy Statements

The Financial Policies will be reviewed annually and updated, revised, or refined as deemed necessary. Policy statements adopted by the Board are guidelines, and occasionally, exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

Salinas Valley Solid Waste Authority  
Financial Policies

**ACCOUNTING, AUDITING, AND FINANCIAL REPORTING**

The Authority's accounting, auditing and financial reporting shall comply with prevailing local, state, and federal regulations, as well as current professional principles and practices as promulgated by authoritative bodies.

A. Conformance to Accounting Principles

The Authority's accounting practices, and financial reporting shall conform to generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

B. Popular Reporting

In addition to issuing an annual comprehensive financial report (ACFR) in conformity with GAAP, the Authority shall supplement its ACFR with a simpler, "popular" report designed to assist those residents who need or desire a less detailed overview of the Authority's financial activities. This report should be issued no later than six months after the close of the fiscal year.

Salinas Valley Solid Waste Authority  
Financial Policies

**INTERNAL CONTROLS**

The Authority shall establish and maintain an internal control structure designed to provide reasonable assurance that Authority assets are safeguarded and that the possibilities for material errors in the Authority's financial records are minimized.

A. Proper Authorizations

Procedures shall be designed, implemented, and maintained to ensure that financial transactions and activities are properly reviewed and authorized.

B. Separation of Duties

Job duties will be adequately separated to reduce, to an acceptable level, the opportunities for any person to be in a position to both perpetrate and conceal errors or irregularities in the normal course of assigned duties.

C. Proper Recording

Procedures shall be developed and maintained that will ensure financial transactions and events are properly recorded and that all financial reports may be relied upon as accurate, complete, and up to date.

D. Access to Assets and Records

Procedures shall be designed and maintained to ensure that adequate safeguards exist with the access to and use of financial assets and records.

E. Independent Checks

Independent checks and audits will be made on staff performance to ensure compliance with established procedures and proper valuation of recorded amounts.

F. Costs and Benefits

Internal control systems and procedures must have an apparent benefit in terms of reducing and/or preventing losses. The cost of implementing and maintaining any control system should be evaluated against the expected benefits to be derived from that system.

Salinas Valley Solid Waste Authority  
Financial Policies

**OPERATING BUDGET**

The Authority's operating budget will implement the policy decisions of the Board. It will provide a clear picture of the Authority's resources and their use.

A. Budget Format

The budget shall provide a complete financial plan of all Authority funds and activities for the ensuing fiscal year and shall be in such form as the Chief Administrative Officer deems desirable or that the Board may require.

The budget shall begin with a clear general summary of its contents. It shall show in detail all estimated revenues, all carryover fund balances and reserves, and all proposed expenditures, including debt service, for the ensuing fiscal year.

The total of proposed expenditures shall not exceed the total of estimated revenues plus the unappropriated fund balance, exclusive of reserves, for any fund.

The budget will be organized on a program/service level format.

The budget development process will include the identification and evaluation of policy options for increasing and decreasing service levels.

B. Estimated Revenues

The Authority will annually update its revenue forecast to enhance the budgetary decision-making process.

In its budget projections, the Authority will attempt to match current expenses to current revenues. If it becomes apparent that revenue shortfalls will create a deficit, efforts will be made first to reduce the deficiency through budgetary reductions.

If appropriate reductions are insufficient, the Board may decide, on an exception basis, to use an appropriate existing reserve.

C. Appropriations

In evaluating the level of appropriations for program enhancements, or reductions, the Authority will apply the following principles in the priority order given:

1. Essential services, which provide for the health and safety of residents, will be funded to maintain current dollar levels.
2. The budget will provide for adequate ongoing maintenance of facilities and equipment.

Salinas Valley Solid Waste Authority  
Financial Policies

3. Appropriations for program enhancements or reductions will be evaluated on a case-by-case basis rather than across the board.
4. When reductions in personnel are necessary to reduce expenditures, they shall be consistent with the Authority Board's established service level priorities and, when possible, shall be accomplished through normal attrition.
5. Programs, which are self-supported by special revenues or fees, shall be separately evaluated.

Prior to the Authority Board making any supplemental appropriation, the CAO or Finance and Administration Manager shall certify that funds in excess of those estimated in the budget are available for appropriation. Any such supplemental appropriations shall be made for the fiscal year by Board action up to the amount of any excess.

Appropriations may be reduced at any time during the fiscal year by the Authority Board upon recommendation of the CAO. When appropriation reductions are recommended, the CAO shall provide specific recommendations to the Board, indicating the estimated amount of the reduction, any remedial actions taken, and recommendations as to any other steps to be taken.

The CAO may transfer appropriations between divisions, and division managers may transfer appropriations between programs and accounts within their individual divisions, but only the Board by resolution may appropriate funds from reserves or fund balances.

Appropriations for capital improvement programs, post-closure, and grants shall continue in force until expended, revised, or cancelled. All other appropriations shall lapse at the end of the fiscal year to the extent that they have not been expended.

The Authority will endeavor to budget a contingency account in the operating budgets equal to one percent of the total Operating Budget to meet changing operational requirements during the fiscal year.

Salinas Valley Solid Waste Authority  
Financial Policies

**CAPITAL ASSETS**

The Authority will capitalize all assets in accordance with Generally Accepted Accounting Principles to maintain proper control of all assets.

- A. Overview – The Finance Division will maintain an asset management system that will meet external financial reporting requirements and the needs of the Authority in line with these policies.
1. Capital assets are recorded as expenditures in governmental funds at the time the assets are received, and the liability is incurred. These assets will be capitalized at cost on the government wide financial statements. Enterprise fixed assets are recorded as assets within the fund when purchased and a liability is incurred.
    - I. GASB 34 defines Capital Assets as land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and have initial useful lives extending beyond a single reporting period.
    - II. GASB 34 defines Infrastructure Assets as long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems. Buildings that are an ancillary part of a network of infrastructure assets are included.

The Authority uses the most current edition of GOVERNMENTAL ACCOUNTING, AUDITING, AND FINANCIAL REPORTING (GAAFR) published by the Government Finance Officers Association (GFOA) as its authoritative guide in setting policy and establishing accounting procedures regarding capital assets.

- B. Capitalization  
Generally, all capital assets with an original cost of \$15,000 or more will be capitalized (recorded as an asset on the balance sheet versus expensing the item). This capitalization policy addresses financial reporting, not control. The Authority follows the GFOA recommended practices for establishing capitalization thresholds. Specific capitalization requirements are described as follows:

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Financial Policies

1. The asset must cost \$15,000 or more.
2. The asset must have a useful life of more than one year.
3. The capitalization threshold is applied to individual units of capital assets rather than groups. For example, ten items purchased for \$10,000 each will not be capitalized even though the total (\$100,000) exceeds the threshold of \$15,000.
4. For purposes of capitalization, the threshold will generally not be applied to components of capital assets. For example, a keyboard, monitor and central processing unit purchased as components of a computer system will not be evaluated individually against the capitalization threshold. The entire computer system will be treated as a single asset. The capitalization threshold will be applied to a network if all component parts are required to make the asset functional.
5. Repairs to existing capital assets will generally not be subject to capitalization unless the repair extends the useful life of the asset. In this case the repair represents an improvement and is subject to the requirements described in number six below.
6. Improvements to existing capital assets that extend the useful life of the related capital asset will be subject to capitalization if the cost exceeds \$15,000.
7. Capital projects will be capitalized as "construction in progress" until completed. Personal computers will not be capitalized:

C. Leased Assets

GASB 87 requires that all leases are reported as a capital or financing lease unless the lease is a short-term lease, characterized as 12 months or less. A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset as specified in a contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment.

Leases will be capitalized if both of the following criteria are met:

1. The non-cancellable portion of the lease is more than 12 months
2. The total amount of the lease meets the capitalization threshold of \$15,000

At the commencement of the lease term, a lease will be recorded as both a lease liability at the present value of payments expected to be made during the lease term, and a lease asset measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

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Financial Policies

D. Capital Asset Recording

It is the responsibility of the Finance Division to record, monitor and inventory all fixed assets. Each division will assign appropriate staff members to respond to verification, inventories, and filling out the necessary forms for recording transfers, dispositions, or retired fixed assets.

E. Acquisition of Capital Asset

Fixed assets may be acquired through direct purchase, lease-purchase or capital lease, construction, eminent domain, donations, and gifts. When a capital asset is acquired, the funding source will be identified. If funds are provided by a specific funding source, a record will be made of that specific source such as:

- ❖ Bond Proceeds
- ❖ State Grants

F. Measuring the Cost and/or Value

Capital assets are recorded at their "historical cost," which is the original cost of the assets. Donations accepted by the Authority will be valued at the fair market value at the time of donation. Costs include purchase price (less discounts) and any other reasonable and necessary costs incurred to place the asset in its intended location and prepare it for service. Costs could include the following:

- ❖ Sales Tax
- ❖ Freight charges
- ❖ Legal and title fees
- ❖ Closing costs
- ❖ Appraisal and negotiation fees
- ❖ Surveying fees
- ❖ Land-preparation costs
- ❖ Demolition costs
- ❖ Relocation costs
- ❖ Architect and accounting fees
- ❖ Insurance premiums and interest costs during construction

G. Establishing Cost in the Absence of Historical Records

According to GASB 34, an estimate of the original cost is allowable. Standard costing is one method of estimating historical cost using a known average installed cost for a like unit at the estimated date of acquisition. Another recognized method is normal costing wherein an estimate of historical cost is based on current cost of reproduction new indexed by a reciprocal factor of the price increase of a specific item or classification from the appraisal date to the estimated date acquired. When necessary, the Authority will use whichever method gives the most reasonable amount based on available information.

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Financial Policies

H. Recording Costs Incurred After Acquisition

Expenditures/expenses for replacing a component part of an asset are not capitalized. However, expenditures/expenses that either enhance a capital asset's functionality (effectiveness or efficiency), or that extend a capital asset's expected useful life are capitalized. For example, periodically slurry sealing a street would be treated as a repair (the cost would not be capitalized), while an overlay or reconstruction would be capitalized. Adding a new lane constitutes an addition and would therefore also be capitalized.

I. Disposition or Retirement of Fixed Assets

Assets with an estimated remaining value of \$15,000 or more will be scheduled for Board approval prior to disposal. The asset will be disposed of in a way to achieve the highest recovery possible while ensuring that the cost of disposal is minimized. The recovered funds will be allocated to the Capital Improvement Project used to replace the asset. Once disposed, the original cost less depreciation will then be removed from the Authority's capital asset management system.

J. Transfer of Assets

The transfer of fixed assets between divisions requires notification to the Finance Department.

K. Depreciation

In accordance with GASB Statement No. 34 the Authority will record depreciation expense on all capital assets, except for inexhaustible assets.

The Authority will use straight-line depreciation using the half-year convention or mid-month as appropriate. Depreciation will be calculated over the estimated useful life of the asset.

L. Recommended Lives

The Authority follows GFOA Recommended Practices when establishing recommended lives for capitalized assets. In accordance with GASB 34 the Authority will rely on "general guidelines obtained from professional or industry organizations." The Authority will rely on estimated useful lives published by GFOA. If the life of a particular asset is estimated to be different than these guidelines, it may be changed. The following is a summary for the estimated useful lives:

<u>Asset Class</u>	<u>Useful Life</u>
Buildings	20 to 50 years
Improvements	15 to 45 years
Infrastructure	20 to 50 years
Equipment and Machinery	5 to 20 years

Salinas Valley Solid Waste Authority  
Financial Policies

M. Control of Assets

In accordance with GFOA Recommended Practice the Authority will exercise control over the non-capitalized tangible capital-type items by establishing and maintaining adequate control procedures at the division level. The Authority's capitalization threshold of \$15,000 meets financial reporting needs and is not designed for nor particularly suited to maintain control over lower cost capital assets. It is the responsibility of each division to maintain inventories of lower-cost capital assets to ensure adequate control and safekeeping of these assets.

N. Maintenance Schedules

The Authority shall develop and implement maintenance and replacement schedules with a goal of maximizing the useful life of all assets. The schedules shall include estimates of annual maintenance and/or replacement funding required for each asset.

O. Maintenance Funding

The Authority shall identify specific sources of funds for the annual maintenance or replacement of each asset. Whenever possible, the maintenance or replacement funding shall be identified from a source other than the Authority General Fund. The Authority shall endeavor to set aside, on an annual basis, one and one-half percent (1½%) of its Operating Budget to provide for on-going maintenance and required replacement of assets that cannot be reasonably funded from other sources.

P. Inventorizing

The Authority will follow the GFOA recommended practice of performing a physical inventory of its capitalized capital assets, either simultaneously or on a rotating basis, so that all capital assets are physically accounted for at least once every five years.

Q. Tagging

The Authority will tag only moveable equipment with a value of \$15,000 or higher. Rolling stock items will not be tagged. They will be identified by the VIN number. The Finance department will be responsible for tagging equipment.



## Report to the Board of Directors

### ITEM NO. 8

N/A

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** November 21, 2024  
**From:** Janna Faulk, Recycling Coordinator  
**Title:** Monterey County Health Department,  
Environmental Health Bureau, Calendar Year  
2023 Used Motor Oil and Filter Recycling  
Program Annual Report

### RECOMMENDATION

Staff recommends that the Board accept the report. This report is intended to keep the Board apprised of the Countywide Used Motor Oil and Filter Recycling Program as it relates to the Authority's service area.

### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Board's goals from the 2024 Strategic Planning Priority setting process.

- "High-quality Community Engagement": Foster relationships for outreach and education

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, ensuring a comprehensive and cost-effective countywide program.

### FISCAL IMPACT

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

A total of \$85,931 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 August 27, 2024, and covers the period of January 1, 2023, through December 31, 2023.

The purpose of the report is to describe the tasks and accomplishments performed in order 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 2023 Program Highlights:**

- Residential Drop-off Centers: A total of 83,568 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 2023. This represents an approximate increase of 3.6% in used oil collected in the Authority's service area compared to CY 2022.
- Residential Curbside Collection: A total of 18,692 gallons of used oil and 5,838 used oil filters were collected from the Authority's service area. This represents an approximate 13% increase in used oil and decrease of 1% in used oil filters collected in the Authority's service area compared to CY 2023.
- Filter Exchange Events: Six (6) 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. One hundred and fifty-one (151) vouchers were given out over the six (6) filter exchange events.
- Agricultural Oil and Filter Drop off Program: A total of 26,920 gallons of used oil and 14,250 filters were collected from Agricultural Oil & Filter Collection Centers, all of which are located within the Authority's service area. This represents a 47% decrease in used oil and a 44.7% decrease in used oil filters collected compared to calendar year 2022.

### **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 2023

County of Monterey

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

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**Administrator**

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2023**

**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 areas 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 Center's
- 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, 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 SVR service area during the 2023 calendar year.

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2023**

**1. Residential Drop-off Centers Program: Calendar Year 2023**

Table 1a includes data collected from 16 Certified Collection Center’s (CCC) in the SVR service area. A total of 83,568 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 2023 Calendar Year**

		Used Oil		
Drop-off Center	City/Area	2021	2022	2023
*AutoZone #5509	Gonzales	3,695	4,370	4,020
*AutoZone #5510	King City	2,430	2,395	2,360
*AutoZone #6290	Soledad	2,970	4,010	3,290
*AutoZone #5512	Salinas	8,190	9,725	8,390
*Auto Zone #3691	Greenfield	2,340	2,620	3,155
*AutoZone #5513	Prunedale	3,475	3,810	3,940
*AutoZone # 5514	Salinas	9,450	8,905	10,760
*AutoZone #3744	Salinas	10,840	11,110	12,455
*AutoZone #6281	Salinas	3,670	3,670	4,510
O'Reilly Auto Parts # 2702	Salinas	4,920	5,000	5,365
O'Reilly Auto Parts # 2991	Salinas	4,535	4,900	4,907
O'Reilly Auto Parts # 3133	King City	4,550	5,340	5,264
O'Reilly Auto Parts # 2554	Salinas	1,930	2,140	2,335
O'Reilly Auto Parts # 3538	Salinas	5,975	4,650	5,142
O'Reilly Auto Parts # 3566	Soledad	3,610	3,870	3,800
O'Reilly Auto Parts # 4731	Greenfield	4,000	4,170	3,875
	<b>Total</b>	<b>76,580</b>	<b>80,685</b>	<b>83,568</b>
	Difference		4,105	2,883
	Percent Difference		5%	3.57%

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2023**

**Residential Curbside Collection Program: Calendar Year 2023**

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 18,692 gallons of used oil and 5,838 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 staff assembles and delivers the oil container kits to haulers on an as needed basis.

MCEHB receives oil and filter collection data monthly from Waste Management and collects data directly from Bayside Oil, the County’s contracted oil hauler.

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

		Used Oil			Filters		
Hauler	City/Area	2021	2022	2023	2021	2022	2023
Republic Services of Salinas	Salinas	3,455	3,650	2,629	0	0	0
Tri-Cities Disposal	Soledad	5,615	3,466	3,363	1,943	1,879	1,784
Tri-Cities Disposal	Gonzales	2,907	1,512	1,477	949	798	704
Tri-Cities Disposal	Greenfield	8,366	5,418	5,223	2,928	2,953	2,857
Tri-Cities Disposal	CSD of Spreckles	6	0	0	0	0	0
Waste Management, Inc.	King City	1,745	1,375	2,975	375	55	393
Waste Management, Inc.	Unincorporated Monterey County	1,745	1,081	3,025	375	240	100
<b>Total</b>		<b>23,839</b>	<b>16,501</b>	<b>18,692</b>	<b>6,570</b>	<b>5,925</b>	<b>5,838</b>
			(7,339)	2,192		(645)	-87
Percent Difference			-31%	13%		-10%	-1%

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 2023**

**3. Agricultural Oil and Filter Drop off Program: Calendar Year 2023**

Table 3a below includes data from one of the Agricultural collection sites serving small farmers in Monterey County, which is located within the SVR service area. A total of 26,920 gallons of used oil and 14,250 filters were collected from Agricultural Oil & Filter Collection Centers (Ag Centers) in Monterey County. The data below shows a downward trend in used oil and filters collected compared to prior year. The reason for this downward trend is attributed to MCEH amending its contract with Bayside Oil so that we no longer pick up used oil and filters from Sturdy Oil. This decision was made due to the decrease in program funding.

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

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

Ag Center	Used Oil			Filters		
	2021	2022	2023	2021	2022	2023
Sturdy Oil, Salinas	62,100	50,375	26,920	25,750	25,750	14,250
<b>Total</b>	<b>62,100</b>	<b>50,375</b>	<b>26,920</b>	<b>25,750</b>	<b>25,750</b>	<b>14,250</b>
Difference		(11,725)	(23,455)		-	(11,500)
Percent Difference		-19%	-47%		0%	-44.7%

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 2023**

**4. Education and Outreach**

**4A. Used Oil & Filter Recycling Community Outreach**

Date	Event	Vouchers Redeemed	Location
April 29, 2023	Filter Exchange Event	26	Greenfield, Ca.
May 20, 2023	Filter Exchange Event	30	Soledad, Ca.
June 24, 2023	Filter Exchange Event	18	Gonzales, Ca.
September 23, 2023	Filter Exchange Event	24	Soledad, Ca.
October 7, 2023	Filter Exchange Event	26	Greenfield, Ca.
October 21, 2023	Filter Exchange Event	27	Gonzales, Ca.

Conducted site visits to 21 Certified Collection Centers within the SVR service area.

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 and tabling. 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**

MCEHB paid for 200 -15 second radio ads in English and Spanish through 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. 9**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** November 21, 2024

**From:** Cesar Zuñiga, Assistant General Manager/Operations Manager

**Title:** A Resolution Declaring Surplus Property and Authorizing the General Manager /CAO to Dispose of Property

### RECOMMENDATION

Staff recommend that the Board adopt the resolution.

### STRATEGIC PLAN RELATIONSHIP

This is an operational item and does not relate to the Board's strategic plan.

### FISCAL IMPACT

The sale of surplus property may generate some revenue. The surplus units will be placed for sale. Reasonable offers will be considered for the sale of surplus units.

### DISCUSSION & ANALYSIS

The Authority has a replacement schedule that allows staff to replace equipment that may exceed its value due to repairs needed to keep the unit in operational status or may no longer meet California Air Resources Board (CARB) requirements for both on-road or off-road usage. Staff would like to surplus the equipment listed below due to their overall cost to repair compared to the equipment's value, equipment's age and requirements set by CARB.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2006 Skyjack Aerial Lift	SJ7127RT	Age / cost of repairs	\$1,000-\$3,500	Sale / Scrap
2007 Freightliner Water Truck	1FVACWDC67HW68128	Units age / CARB / cost of repairs	\$10,000-\$20,000	Sale
2010 Peterbilt 384	1XPVD09XXAD104420	Units age / mileage / CARB	\$10,000-\$20,000	Sale

2012 Freightliner Cascadia	1FUJGBDV9CSBN9899	Units age / mileage / cost of repairs	\$10,000- \$20,000	Sale
2012 Freightliner Cascadia	1FUJGBDV9CSBN9900	Units age / mileage / cost of repairs	\$10,000- \$20,000	Sale
Kirby LP 1400 Vertical Mixer K1035	KROO4769	Repairs exceed value / usage	\$5,000- \$15,000	Sale
2017 Freightliner Coronado	3AKJGNBG6HDJD1724	Repairs exceed value	\$20,000- \$30,000	Sale

Staff would like to surplus the above-listed equipment based on its operational status, age, cost of repair, and CARB requirements. The 2007 Freightliner water truck was purchased for the Sun Street Transfer Station. It was shifted to the Johnson Canyon Landfill in 2022 after the transfer station closed. The water truck is a 2,000-gallon truck and no longer CARB compliant. The 2010 Peterbilt 384 truck was purchased new in 2009 and currently has 462,932 miles. It is currently used to move materials around at the Johnson Canyon Landfill. The 2012 Freightliners also known as Trucks 7 and 8 were purchased used in 2017 from Penske Truck Rentals. Truck 7 was purchased with 192,148 miles and Truck 8 with 194,529 miles. The transfer trucks currently have 486,607 and 456,115 miles. The used Kirby LP 1400 Vertical Mixer was purchased in 2020 and used to mix the finished feedstock from the De-packager with ground green waste and then composted. The mixer has served its purpose but was not built robust enough for mixing ground green waste with de-packaged material. The repairs needed to re-skin the unit outweigh the value of the mixer, so staff have changed the process it uses thus not requiring the use of the mixer any longer. The 2017 Freightliner Coronado truck has 443,384 miles and recently went down and requires a new engine. The cost of a replacement engine varies between \$40,000 - \$65,000 depending on different options. Staff believe the unit if operational would be worth approximately \$50,000 to \$60,000 making the repair too costly for the units worth.

Staff will place the units for sale and any funds recovered from the sale of surplus equipment will be reallocated to the Equipment Replacement Capital Improvement Project budget for future needs.

## **BACKGROUND**

The Authority purchased the requested surplus equipment to assist with the daily operations at both Sun Street Transfer Station and Johnson Canyon Landfill. The age of both units, mileage, availability of parts, and usage allows for surplus of the equipment. All proceeds from the sales will be re-invested into equipment replacement fund for future capital needs.

## **ATTACHMENT(S):**

Resolution





## Report to the Board of Directors

**ITEM NO. 10**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** November 21, 2024

**From:** Cesar Zuñiga, Assistant General Manager/Operations Manager

**Title:** A Resolution Ratifying the Purchase of One (1) Used 2017 Freightliner Cascadia Truck from Penske Rental and Leasing Company for the Transport Operations for an Amount of \$54,493.90

### RECOMMENDATION

Staff request the Board approves the resolution ratifying the purchase of one (1) used 2017 Freightliner Cascadia truck for the Salinas Area Transfer Station transport services from Penske Rental and Leasing Company.

### STRATEGIC PLAN RELATIONSHIP

The purchase of the one (1) used 2017 Freightliner Cascadia truck will assist the Authority in supporting its Objective to Maintain a High Performance and Flexible Workforce. The purchase of the used 2017 Freightliner Cascadia truck will be used by staff to transport materials from the Salinas Area Transfer Stations.

### FISCAL IMPACT

The funding for the used 2017 Freightliner Cascadia truck will be coming from Capital Improvement Project (CIP) 9101. The CIP has a replacement budget of \$1,881,003 set aside. There are sufficient funds within the Capital Improvement Budget 9101 to fund the purchase of the one (1) used 2017 Freightliner Cascadia truck.

### DISCUSSION & ANALYSIS

The Salinas Area Transfer Station serves the City of Salinas and North Monterey County residents. In July 2022 the Authority assumed the contract at the Madison Lane Transfer Station for transportation services. The Authority also transports out of the Jolon Transfer Station that serves the southern portion of Monterey County. If approved the used truck would be used to service both facilities, as needed.

Staff have purchased several new trucks for the transport operations over the past three (3) years to replace the older trucks that no longer meet the State of California Air Resources Board (CARB) regulations. Staff plans to use this transfer truck to replace two (2) Freightliner units purchased used in 2017 which are approaching 500,000 miles. The purchase of a used 2017 Freightliner with low mileage of 64,079 makes sense to meet our needs while saving cost for the future replacements.

Due to the cancellation of the October 17, 2024 meeting, the Chief Administrative Officer authorized the purchase of the used 2017 Freightliner Cascadia Truck, which was on a date sensitive agreement with Penske due to it being a used vehicle which was available for purchase at any time. Penske agreed to hold the unit for the Authority until its October 17, 2024 meeting. The staff is now asking the Board of directors to ratify the purchase agreement.

### **BACKGROUND**

On September 16, 2021, the Board of Directors authorized a Master Transportation Agreement (MTA) with Republic Services to provide transportation of materials destined for the Johnson Canyon Landfill. The agreement began on July 1, 2022. The purchase of one (1) used 2017 Freightliner Cascadia truck will assist staff with transport efficiencies by replacing older units as required by the MTA.

### **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Quote

**RESOLUTION NO. 2024 -**

**A RESOLUTION RATIFYING THE PURCHASE OF ONE (1) USED 2017 FREIGHTLINER CASCADIA TRUCK FROM PENSKE RENTAL AND LEASING COMPANY FOR THE TRANSPORT OPERATIONS FOR AN AMOUNT OF \$54,493.90**

**WHEREAS** on September 16, 2021, the Board of Directors authorized lease with Republic Services to relocate the Authority's AB939 Services to the Madison Lane Transfer Station; and,

**WHEREAS** the Board of Directors authorized a Master Transportation Agreement with Republic Services effective July 1, 2022; and,

**WHEREAS** the Authority began transportation services at the Madison Lane Transfer Station on July 1, 2022; and,

**WHEREAS** the purchase of the used 2017 Freightliner Cascadia will assist staff by replacing the older units that are approaching 500,000 miles and reduce the maintenance cost associated with older trucks; and,

**WHEREAS** the purchase of the used 2017 Freightliner Cascadia will assist staff with transportation requirements associated with the Salinas Area Transfer Station and maintain an efficient operation for the residents of the Salinas Valley.

**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 one (1) used 2017 Freightliner Cascadia from Penske Rental and Leasing Company for Transport Operations, 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 21st day of November 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



**Motor Vehicle Bill of Sale**

# 07961241002096

"Level 1" Package

This Motor Vehicle Bill of Sale ("Agreement") is made this 02 day of October, 2024, between Penske Leasing and Rental Company ("Penske") and SALINAS VALLEY SOLID WASTE A ("Purchaser") (collectively "the Parties").

1. **Purchase.** Penske agrees to sell the vehicle(s) set forth on Schedule A ("Vehicle(s)") to Purchaser pursuant to the terms of this Agreement. All sales, use, or privilege taxes levied, assessed or charged by any governmental authority in connection with this transaction, shall be borne solely by Purchaser. For purposes of Vehicle(s) subject to federal heavy use tax, Penske hereby states that there was a taxable use of the Vehicle(s) during the period before the Vehicle(s) were sold and transferred to Purchaser.

2. **Use of Vehicle.** The Purchaser represents that the Vehicle(s) purchased will be used for commercial purposes and not for any personal, family or household purposes. This is a material condition of this sale.

3. **Payment.** Purchaser, or any lender, agrees to pay the purchase price noted on Schedule A ("Payment"). Penske will make the Vehicle(s) and corresponding title(s) available to Purchaser after (a) Payment clears, (b) Purchaser provides Penske evidence of legally compliant automobile liability insurance, and (c) the Vehicle(s) are available. Purchaser shall make payment by electronic funds transfer or certified check pursuant to Penske's instructions. If Purchaser has not paid the Payment in full on or before the date that is five (5) days after the date of this Agreement, Penske may elect to terminate this Agreement upon written notice to Purchaser. Unless otherwise set forth on Schedule A, the purchase price does not include towing, pick-up, delivery, or other charges in connection with the Vehicle(s)' retrieval or operation, which shall be at Purchaser's sole cost and expense. Penske is not responsible for any third-party delays in processing title to the Vehicle(s).

4. **Delivery Condition & Notice.** The Parties agree that the Vehicle(s) are part of Penske's "Level 1" package. The Vehicle(s) will meet the conditions on the attached Package Offerings Sheet at the time of delivery ("Delivery Conditions"). Purchaser shall have fifteen days ("Notice Period") to report, in writing, to [usedtruck.support@penske.com](mailto:usedtruck.support@penske.com) (including the applicable VIN and Bill of Sale number) any condition of the Vehicle(s) that did not, upon delivery, meet Delivery Conditions. Failure to notify Penske as indicated during the Notice Period shall constitute an agreement and conclusive proof that the Vehicle(s) met Delivery Conditions. Penske does not guaranty or warrant any condition after delivery. Purchaser acknowledges that it has inspected the Vehicle(s), or has been given an opportunity to do so, and is not relying on any representations of Penske relating to the Vehicle(s), including for online sales. Purchaser will take possession of the Vehicle(s) within five (5) days of being notified by Penske that the Vehicle(s) are available. Penske makes no representation on timing or availability of Vehicles. The Vehicle(s) may not have collision mitigation technology, including without limitation visual or auditory alerts concerning a pending collision or lane drift.

5. **Disclaimer of Warranties & Damages.** Penske warrants that it has free and clear title to the Vehicle(s). Otherwise, PENSKE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY MANUFACTURING OR OTHER DEFECTS OF ANY VEHICLE, OR THE PRESENCE, ABSENCE, OR FUNCTIONALITY OF ANY COLLISION MITIGATION SYSTEMS ON THE VEHICLE(S). REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING PENSKE'S NEGLIGENCE), STATUTE, OR OTHERWISE, PENSKE AND ITS PARTNERS SHALL NOT BE LIABLE FOR LOSS OF REVENUE, PROFITS OR BUSINESS, LOSS OR DAMAGE TO CARGO, LOSS OR DAMAGE RESULTING TO PURCHASER BY REASON OF DELAY IN DELIVERY OF THE VEHICLE(S) OR FAILURE TO DELIVER PRODUCTS OWNED OR TRANSPORTED BY PURCHASER, DRIVER'S TIME OR ANY INDIRECT, SPECIAL, TREBLE STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES. PENSKE'S LIABILITY FOR DAMAGES SHALL NEVER EXCEED THE AMOUNT PAID BY PURCHASER FOR THE VEHICLE(S). OTHER THAN ENSURING THE VEHICLE(S) MEET DELIVERY CONDITIONS, THIS IS AN AS-IS TRANSACTION.

6. **Risk of Loss.** Upon execution of this Agreement or the full payment for the Vehicle(s), whichever is later ("Trigger Event"), Purchaser assumes the risk of loss of, or damage to, all Vehicle(s) from any and every cause whatsoever including, without limitation, weather events, casualty, collision, fire, theft, mischief, vandalism, and glass breakage (collectively "Loss"). Penske has no available liability insurance protecting Purchaser and no insurance is included with the purchase price of the Vehicle(s). A Loss which occurs after a Trigger Event does not constitute a failure of Penske to meet Delivery Conditions.

7. **Third Party Warranty; Repair Contract.** There is no Penske warranty. Any warranty purchased in connection with the Vehicle(s) is a third party warranty that is not offered or controlled by Penske. Purchaser releases Penske from any right, claim or issue in connection with any third party warranty or service contract. Any maintenance, repair, or service contract entered into between the Parties or others concerning the Vehicle(s) shall constitute a completely separate and independent agreement. As such, it shall not operate to amend, affect, or modify any of the terms of this Agreement, including the waivers contained herein and the absolute as-is nature of this transaction.

8. **Repair Obligations/Remedies.** If a Vehicle does not meet Delivery Conditions, as Purchaser's sole and exclusive remedy (and excluding any other remedies under tort, statutory, or other law), Penske shall, at its option, either (a) perform repairs (subject to the limitations of Article 5) to ensure that the Vehicle meets Delivery Conditions, or (b) rescind the contract. The Parties may also agree to other alternative resolutions. Other than ensuring the Vehicle(s) meet Delivery Conditions, Penske has no obligation to conduct any work on the Vehicle(s). If Penske prevails in any claim or defense in connection with any legal proceeding arising out of this Bill of Sale, Penske is entitled to reimbursement of reasonable attorneys' fees and court costs.

9. **Lenders.** Should Purchaser obtain funding from a third party lender ("Lender"), upon Penske's receipt of funds, Penske shall deliver title for the Vehicle(s) to Lender or Purchaser, as instructed. Upon request, Penske will provide to Lender a photocopy of the front and back of the title, showing release of all prior liens. The photocopy is not a marketable title. The original title will not pass until after execution of this Agreement and full payment is received. Purchaser shall comply with all insurance requirements of the Lender (if applicable).

10. **No Representations.** There have been no representations or promises made by the parties or their representatives, and the Parties are not relying on any, other than what is set forth herein in writing, including any advertisements, representations or other information about the Vehicle, all of which is valid and binding only if expressly incorporated into, and not contradictory, to the terms herein.

11. **Waiver of Jury Trial.** THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO THIS AGREEMENT, THE VEHICLE(S), OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, OR OTHERWISE.

12. **Indemnification.** Purchaser agrees to indemnify, defend, and hold harmless Penske from and against any and all claims, actions, issues, and liabilities including without limitation Penske's negligence (and reasonable attorneys' fees) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

13. **Miscellaneous.** This Agreement, and any attachments, including Vehicle schedules, deposits, or delivery instructions, taken together, represents the full and complete agreement of the Parties concerning Purchaser's purchase of the Vehicle(s). No modification of this Agreement shall be binding unless it is in writing and signed by both Parties. This Agreement, and any rights, claims or issues relating to this Agreement or the Vehicle(s), shall be governed by and construed exclusively in accordance with the substantive law of the Commonwealth of Pennsylvania, to the exclusion of other state laws including, without limitation, consumer protection laws or general rights under the Uniform Commercial Code in other states. Any disputes between the Parties arising out of or relating to this Agreement or the Vehicle(s) shall be heard exclusively in the state or federal courts sitting in or having jurisdiction over Berks County, Pennsylvania, and the Parties hereby consent to the exclusive venue and jurisdiction of those courts. Purchaser's representative represents and warrants that he/she has full legal authority to sign this Agreement on behalf of Purchaser.

DS

**Motor Vehicle Bill of Sale / Odometer (Mileage) Statement # 07961241002096**

**Schedule A**

**A. VEHICLE LIST AND PRICE**

Model Year	Make	Model	Serial # (MFG I.D.)	Life To Date Miles	Miles*	Selling Price	State	State Tax	County/Local Tax	Total Price	Deposit Amount	Amount Due	Unit Number
2017	FREIGHTLINER	X12564ST	3AKJGEDV6HSJD8454	64,079	2	\$49,880.00	CA	\$4,613.90	\$0.00	\$49,880.00		\$54,493.90	195670
<b>TOTAL</b>						\$49,880.00		\$4,613.90	\$0.00	\$49,880.00		\$54,493.90	

**Miles\***

- 1) Seller hereby certifies that to the best of its knowledge that the stated odometer reading reflects the actual mileage of the Vehicle(s) described above or on the Equipment List.
- 2) Seller hereby certifies that to the best of its knowledge that the stated odometer reading is NOT the actual mileage of the Vehicle(s) described above or on the Equipment List and should not be relied upon.

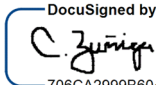
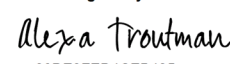
**B. STATE RIDERS**

A heavy-duty tractor and long box-type trailer operated in California may be subject to the Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation set forth under sections 95300 - 95312, title 17, California Code of Regulations. These vehicles may be required to use low-rolling-resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions.

An on-road heavy-duty or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at [www.arb.ca.gov/dieseltruck](http://www.arb.ca.gov/dieseltruck).

A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulation. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

Purchaser certifies that the Vehicle(s) purchased is/are being purchased for business or commercial purposes only.

Purchaser:	SALINAS VALLEY SOLID WASTE A	Seller:	Penske Leasing and Rental Company
Purchaser's Address:	126 SUN STREET, SALINAS, CA, 93901	Seller's Address:	2675 Morgantown Road Reading, PA 19607 610-775-6000
Authorized Representative of Purchaser:	DocuSigned by:  706CA2999B60439	Authorized Representative of Seller:	DocuSigned by:  80DE3FED4CEB435...
Printed Name:	Cesar Zuniga	Printed Name:	Alexa C Troutman



## Report to the Board of Directors

**ITEM NO. 11**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** November 21, 2024

**From:** Cesar Zuñiga, Assistant General Manager/Operations Manager

**Title:** A Resolution Ratifying the Purchase of One (1) Used 2017 International Prostar Water Truck from West Coast Driveway Services Inc. for the Jolon Road Transfer Station for an Amount of \$84,099

### RECOMMENDATION

Staff recommends the Board of Directors approves the resolution ratifying the purchase of one (1) used 2017 International Prostar Water truck for the Jolon Road Transfer Station from West Coast Driveway Services Inc.

### STRATEGIC PLAN RELATIONSHIP

The purchase of the one (1) used 2017 International Prostar Water will assist the Authority in supporting its Objective to Maintain a High Performance and Flexible Workforce. The purchase of the used 2017 International Prostar Water truck will be used by staff to truck in clean water from the King City to the Jolon Road Transfer Station for facility usage.

### FISCAL IMPACT

The funding for the used 2017 International Prostar will be coming from Capital Improvement Project (CIP) 9101. The CIP has a replacement budget of \$1,881,003 set aside before this purchase. There are sufficient funds within the Capital Improvement Budget 9101 to fund the purchase of the one (1) used 2017 International Prostar Water truck.

### DISCUSSION & ANALYSIS

The Jolon Road Transfer Station serves the City of King Salinas and the Unincorporated Southern portion of Monterey County residents. In September 2016 the Authority took over the operation of the facility. The facility has seen a steady flow of tonnage since 2016 but has seen customer trips continue to increase year over year. The access road the leads to the disposal tipping area as you leave the scale house is not paved. The drop off areas for diversion commodities are also not paved and require dust control to be applied multiple times a day to minimize dust and the impacts associated with it.

The facility does have a low production well that provides sufficient water for onsite restroom facilities and for the corporation shop leased to Waste Management, but not enough to meet the daily requirements for operational dust control and maintenance of onsite water

storage. The proposed used 2017 International Water truck would be used to drive into town and bring back water to fill up the onsite tanks and provide dust control to the access roads and drop off locations.

The current water truck purchased in 2016 is a 2012 International Prostar which is starting to have some issues that require major investments for it to be driven on public roads and be compliant with California Air Resources Board (CARB). The plan for this unit is to move the 2012 International Prostar water truck to the Johnson Canyon Landfill and use it onsite. Staff would then surplus the 2007 Freightliner water truck that is currently being used onsite.

Vendor	Model	Mileage	Price with Tax & Delivery
West coast Driveway Services Inc.	2017 International Prostar with new Calfire Tanker System	293,000	\$84,099
EM Tharp Inc.	2017 Freightliner Business Class 4K Water tank	282,000	\$109,158
TCI	2017 Freightliner Business Class 4k Water Tank	272,201	\$114,620

Due to the cancelation of the October 17, 2024 Board Meeting and time sensitive agreement with the vendor of the used 2017 International Prostar water truck the Chief Administrative Officer authorized the purchase of the water truck. Since this is a used vehicle the vendor made an exception and held the vehicle for the Authority until its board meeting which was scheduled for October 17, 2024. The vendor could not guarantee the units availability until our next Board meeting on November 21, 2024.

**BACKGROUND**

On September 1, 2016, the Authority took over the operations of the Jolon Road Transfer Station. Since then, a steady flow of tonnage continues to be processed annually with a consistent growth in self-haul trips to the facility. The Jolon Road Transfer Station has a low producing water well that requires staff to drive offsite to get water and maintain the facility tanks full while spreading dust control on the access roads and drop areas to minimize dust and its impacts.

Proposed Purchase 2017 International Prostar Water Truck:



**ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Quote

**RESOLUTION NO. 2024 -**

**A RESOLUTION RATIFYING THE PURCHASE OF ONE (1) USED 2017 INTERNATIONAL PROSTAR WATER TRUCK FROM WEST COAST DRIVEWAY SERVICES INC. FOR THE JOLON ROAD TRANSFER STATION FOR AN AMOUNT OF \$84,099.00**

**WHEREAS**, the Authority assumed the operations of the Jolon Road Transfer Station in September 2016; and,

**WHEREAS**, to maintain an efficient operation staff needs to replace the older units that are approaching their working life standards and may require major repairs; and,

**WHEREAS**, the purchase of the used 2017 International Prostar Water truck will allow staff to continue efficient importation of water from King City to the Jolon Transfer Station and assist with dust control operations for our south county customers while minimizing down time associated with major repairs.

**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 used 2017 International Prostar Water truck for the Jolon Road Transfer Station operations from West Coast Driveway Services Inc., 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 21st day of November 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

# PURCHASE INVOICE

10/04/24

## West Coast Driveaway Services Inc.

10051 Beech Ave. Fontana, Ca 92335

Phone: (909) 665-0010 Email: wcdriveaway@yahoo.com

Dealer License #: 07047

SALINAS VALLEY SOLID WASTE AUTHORITY

126 SUN ST.

SALINAS, CA 93901

SHIPPING ADDRESS: 52654 JOLON ROAD

KING CITY, CA 93930

YEAR. MAKE. MODEL	VIN#	MILES	Total	
2017 INTERNATIONAL PROSTAR WATER TRUCK. CAL FIRE SPEC	3HSDJAPRXHN751383	294,510	\$76,000.00	
		Tax	9.25%	\$7,030.00
		Doc Fee		\$80.00
<b>CUSTOMER DEMANDS TITLE</b>		DMV Fees	EXEMPT	\$0.00
		Transportation		\$989.00
		Deposit		\$
		<b>Total Due</b>		<b>\$84,099.00</b>

**\*\*AS IS DISCLAIMER\*\*** BOTH PARTIES ACKNOWLEDGE THAT THE ABOVE MENTIONED VEHICLE IS SOLD AS-IS. THE BUYER HAS TRIED AND INSPECTED THE VEHICLE TO HIS/HER SATISFACTION AND HAS APPROVED THE PURCHASE WITH THE UNDERSTANDING THAT THE VEHICLE IS SOLD "AS IS" WITHOUT WARRANTIES OR GUARANTEES EITHER EXPRESSED OR IMPLIED. ALL RISKS AND RESPONSIBILITIES PASS TO THE BUYER ONCE PAYMENT IS MADE IN FULL AND THE BUYER TAKES POSSESSION OF THE VEHICLE.

X \_\_\_\_\_



**Report to the Board of Directors**

**ITEM NO. 12**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** November 21, 2024

**From:** Brian Kennedy, Engineering and Environmental Compliance Manger

**Title:** A Resolution Awarding the Construction Contract for the Jolon Dump Road Pavement Rehabilitation Project to Tri-Valley Excavation Co., Inc. in the Amount of \$1,098,394.45, and Approval of Contract Change Order #1 in the Amount of \$183,396.

**RECOMMENDATION**

Staff recommends the Board adopt the resolution awarding the construction contract for the Jolon Dump Road to Tri Valley Excavation Co., Inc. in the amount of \$1,098,394.45, and approve Contract Change Order #1 in the amount of \$183,396.

**FISCAL IMPACT**

The CIP budget approved on September 19, 2024, includes \$1,514,318 allocated to Road Improvements and has enough funds for the rehabilitation project. Construction Quality Assurance (CQA) is required for this project and is estimated at \$25,000. The CQA work contract will be in addition to the construction component.

**BACKGROUND**

The entrance road to the Jolon Road Transfer Station has been in poor condition for many years. At the February 2024 meeting, the Board approved a contract with J.R. Miller and Associates which included providing detailed engineered plans and specification for the rehabilitation of the pavement on the entrance road. The plans also included adding pavement on a currently unpaved section of road from the scale house to the covered transfer station tipping area. A request for Bids for this project was released on September 20, 2024, with the engineers estimate at \$1,715,652.

**DISCUSSION & ANALYSIS**

On October 30, 2024, the construction bids for the Jolon Dump Road Pavement Rehabilitation Project (CIP 9528) were opened with the following results:

Contractor	Bid
Tri Valley Excavation Co., Inc.	\$ 1,098,394.45
McKim Corporation	\$ 1,365,194.84
Papich Construction	\$ 1,464,374.45
Graniterock Co.	\$ 1,523,854.90
Monterey Peninsula Engineering	\$ 1,697,088.00
Precision Grade Inc.	\$ 1,710,326.00
R&M Paving	\$ 1,962,478.88

Staff reviewed the bids and found Tri Valley Excavation Co., Inc. to be the lowest responsive and responsible bidder. The bid from Tri-Valley Excavation Co., Inc. was so favorable that staff is recommending the approval of Contract Change Order #1 in the amount of \$183,396. The change order will provide additional paving to the front of the maintenance shop that is currently leased by Waste Management for their King City and south county franchise waste hauler operations. Staff has included language in the resolution allowing for minor additional change orders to be approved by the General Manager due to the Board not meeting in December to ensure timely project completion.

**ATTACHMENT(S)**

1. Resolution
2. Attachment "A" – Public Works Agreement
3. Attachment "B" – Change Order No. 1

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING THE CONSTRUCTION CONTRACT TO TRI VALLEY EXCAVATION CO., INC. FOR THE  
JOLON DUMP ROAD PAVEMENT REHABILITATION PROJECT FOR THE AMOUNT OF  
\$1,098,394.45, AND CHANGE ORDER #1 IN THE AMOUNT OF \$183,396**

**WHEREAS**, the entrance road to the Jolon Road Transfer Station is in a degraded condition and needs repaving; and,

**WHEREAS**, on September 20, 2024 the Authority released a Request for Bids for the Johnson Canyon Landfill Module 7 Construction Project due on October 30, 2024; and,

**WHEREAS**, seven proposals were received and the Authority determined that Tri Valley Excavation Co., Inc. was the lowest responsive qualified bidder; and,

**WHEREAS**, the bid received by Tri Valley Excavation Co., Inc. was so favorable that there are sufficient funds in the CIP budget to add additional paving to the shop area; and,

**WHEREAS**, the Board may not meeting in December, to ensure timely project completion minor additional change orders may be required.

**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 award the Jolon Dump Road Pavement Rehabilitation Project contract to Tri Valley Excavation, Co. Inc. as attached hereto and marked "Attachment A" for the amount of \$1,098,394.45, and Contract Change Order #1 attached hereto and marked "Attachment B" in the amount of \$183,396.

**BE IT FURTHER RESOLVED**, that the Chief Administration Officer or his delegate is hereby authorized to approve change orders to the contract subject to the following conditions:

- There is adequate funding remaining in the Capital Improvement Project for Road Improvement for the change order.
- The change order must occur prior to the next Board meeting to keep the project on schedule, or is less than \$50,000.
- Any change orders over \$50,000 must be presented to the Board for ratification at the next available Board Meeting.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 21<sup>st</sup> day of November 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
Anthony Rocha, President

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

\_\_\_\_\_  
Roy Santos, General Legal Counsel



**Project Name/No.:** IDRRP2024-  
**Project Manager:** B. Kennedy

**Contract No.:** 2024-  
**Approved:** \_\_\_\_\_

**PUBLIC WORKS AGREEMENT  
BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND  
TRI VALLEY EXCAVATING COMPANY INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 21<sup>st</sup> day of November, 2024 by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“**Authority**”) and Tri Valley Excavating Co., Inc. (“**Contractor**”). Authority and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties.**”

**RECITALS**

- A. The Authority desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.
- B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. Pursuant to the Authority of Salinas Valley Solid Waste Authority and California state law, Authority has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**ARTICLE 1. CONTRACTOR SERVICES**

**1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Jolon Dump Road Pavement Rehabilitation (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the Authority, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project to the extent applicable or appropriate (it being understood that

one or more of such documents may not be applicable in the event a competitive bidding process is not utilized due to existence of emergency or exigent circumstances), including but not limited to, the Notice Inviting Bids, Summary of Work, Instructions to Bidders, Bid or Bid Proposal, General Provisions, Special Provisions, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

## **1.2 Incorporation of Greenbook.**

The provisions 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Labor and Wage Laws.**

(a) Public Work. The Parties acknowledge that 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) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) 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 128 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 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. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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."

(j) 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.**

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

#### **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed; (ii) has carefully considered how the services should be performed; and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

#### **1.6 Discovery of Unknown Conditions.**

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) Authority shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between Authority and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

### **1.7 Unidentified Utilities.**

To the extent required by Government Code section 4215, Authority will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by Authority in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require Authority to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve Authority from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by Authority in the plans or specifications, Contractor shall immediately notify Authority and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

### **1.8 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000.00 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the Authority, or a registered civil or structural engineer employed by the Authority to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the Authority or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### **1.9 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as caused by Authority's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without Authority's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### **1.10 Warranty.**

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

### **1.11 Additional Work and Change Orders.**

(a) Authority shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and Project Manager prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to

the interest of the Authority, may be approved by the Project Manager. Any greater increases, taken either separately or cumulatively, must be approved by the Authority Board of Directors.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Project Manager. If the cost of the Change Order cannot be agreed upon, the Authority will pay for actual work of the Change Order completed, to the satisfaction of the Authority, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other Authority authorized services and expenditures in such detail as the Authority may require. Failure to submit a daily report by the close of the next working day may, at the Authority's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **1.12 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.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive compensation of the bid amount of One Million, Ninety Eight Thousand, Three Hundred Ninety Four Dollars and Forty Five Cents (\$1,098,394.45) for completion of the work.

### **2.2 Invoices.**

Each month Contractor shall furnish to Authority an original invoice for all work performed during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

### **2.3 Payment.**

Authority shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by Authority, Authority will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that Authority does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Contractor, not later than seven (7) days after receipt by the Authority, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the Authority of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, Authority will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public

Contract Code. In the event of a dispute between Authority and Contractor, Authority may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

## **2.5 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the Authority to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the Authority. Upon Contractor's completion of its obligations hereunder, as evidenced by the Authority's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the Authority within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the Authority and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the Authority shall make payments of the retention earnings directly to the escrow account.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Schedule of Performance.**

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the Authority and the work shall be completed within thirty five (35) consecutive working days from the date on which the work was started and in accordance with any schedule contained in or required to be provided by the Bid Documents, and any revisions thereof approved by the Authority in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply.

### **3.2 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 Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the Authority or owner of the utility to provide for removal or relocation of utility facilities.

### **3.3 Inspection and Final Acceptance.**

Authority may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If Authority finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the Authority. Authority shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
Molly Galedrige	Project Manager and Safety
Jeanne Gonzalves	Controller
Jorge Cruz	Grading Foreman
Temo Rodriguez	Paving Foreman

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Authority. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Authority of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

Contractor shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise

expressly conferred in writing by Authority. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Project Manager.**

The Project Manager shall be Brian Kennedy or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Authority to the Project Manager. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the Authority General Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Authority shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Authority and shall remain at all times as to Authority a wholly independent contractor with only such obligations as are consistent with that role. Authority shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the Authority) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Authority.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of Authority, and prior to commencement of any services under this Agreement, Contractor 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. Contractor 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 \$2,000,000.00 per occurrence, \$4,000,000.00 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. Contractor 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 Contractor 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 \$1,000,000.00 combined single limit for each accident.

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

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000.00 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

## **5.2 General Insurance Requirements.**

(a) Subcontractors. Contractor 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to Authority as evidence of the insurance coverages 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.

(c) Duration of Coverage. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor 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.

(e) 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 Contractor or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of

recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. 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. Contractor 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Contractor ninety (90) days advance written notice of such change. If such change results

in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor'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. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor 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.

(r) Endorsements.

### **5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by Authority, and hold harmless Authority, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the Authority. Should conflict of interest principles preclude a single legal counsel from representing both Authority and Contractor, or should Authority otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the Authority its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Authority (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of Authority under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless Authority for liability attributable to the active negligence of Authority, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Authority is shown to have been actively negligent and where Authority's active negligence accounts for only a percentage of the

liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of Authority.

#### **5.4 Notification of Third-Party Claims.**

Authority shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. Authority shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance, Labor, and Warranty Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the Authority the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A labor and materials bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.9 of this Agreement, in an amount not less than 10% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on a form approved by the Authority Clerk. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the Authority determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the Authority, the Contractor agrees that the minimum limits of the insurance policies and the bonds required in Section 5.5 may be changed accordingly upon receipt of written notice from the Authority.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. 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. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Authority, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **6.2 Reports.**

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Authority for all damages resulting therefrom. Moreover, Contractor 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.

#### **6.4 Confidentiality and Release of Information.**

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

(b) Contractor, its officers, employees, agents or subcontractors, 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 Contractor gives Authority notice of such court order or subpoena.

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

(d) Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors 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 there under. Authority retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

### **ARTICLE 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, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. 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 Termination.**

This Agreement may be terminated in accordance with Section 6-7 and 6-8 of the 2018 Edition of the Standard Specifications for Public Works Construction (the Greenbook).

### 7.3 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the Authority has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Authority.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) Authority's Response. Upon receipt of a claim pursuant to this section, Authority shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Authority issues its written statement.

(i) If the Authority needs approval from the Authority Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Authority Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three days following the next duly publicly noticed meeting of the Authority Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the Authority may request in writing additional documentation supporting the claim or relating to defenses or claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Authority and the Contractor.

(iii) The Authority's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The Authority and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the Authority and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) Authority's Responses. The Authority's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Authority's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor. Authority's failure to respond shall not waive Authority's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Authority may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the Authority until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(h) Civil Actions for Claims of \$375,000.00 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000.00 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

#### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

#### **7.5 Rights and Remedies Are Cumulative.**

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.

#### **7.6 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor without further acknowledgment by the Parties.

## **ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of Authority Officers and Employees.**

No officer or employee of the Authority shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor shall take affirmative action to insure 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.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Provisions Required By Law.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### **9.2 Notices.**

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, 128 Sun Street, Salinas, California 93901 and in the case of the Contractor, 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.

### **9.3 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.

### **9.4 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.

### **9.5 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Authority Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### **9.6 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

**9.7 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. Contractor 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. Contractor 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. Contractor 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.

**9.8 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.

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

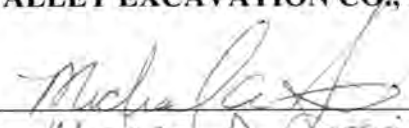
**AUTHORITY:**

SALINAS VALLEY SOLID WASTE  
AUTHORITY, a California Joint Powers  
Authority

\_\_\_\_\_  
R. Patrick Mathews, General Manager/CAO

**CONTRACTOR:**

**TRI VALLEY EXCAVATION CO., INC.**

\*By:   
Name: Michael A. Gasco  
Title: CEO/President

11-5-24

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 ALAMEDA

On NOVEMBER 5, 2024 before me, EMILY MARIE POTKONJAK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL A GARCIA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/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.



Place Notary Seal and/or Stamp Above

Signature Emily Potkonjak  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AGREEMENT

Document Date: NOVEMBER 5, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: NA

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MICHAEL A GARCIA Signer's Name: NA

Corporate Officer – Title(s): CEO / PRESIDENT  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_


Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Roy C. Santos, General Counsel

\*By:   
Name: Michael A. Garcia  
Title: Secretary  
11-5-24  
Address:  
PO Box 287, Sunol, Ca. 94586

**\*Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 ALAMEDA }

On NOVEMBER 5, 2024 before me, EMILY MARIE POTKONJAK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL A GARCIA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/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 Emily Potkonjak  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MICHAEL A GARCIA Signer's Name: NA

- Corporate Officer – Title(s): SECRETARY  Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General  Partner –  Limited  General
  - Individual  Attorney in Fact  Individual  Attorney in Fact
  - Trustee  Guardian or Conservator  Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_  Other: \_\_\_\_\_
- Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CORPORATION RESOLUTION**  
**FOR**  
**TRI VALLEY EXCAVATING CO., INC.**

It was resolved that the Board of Directors of Tri Valley Excavating Co., Inc. hereby authorizes Michael Garcia, CEO/President and Secretary, to act on behalf of Tri Valley Excavating Co., Inc. in entering into the agreement with Salinas Valley Solid Waste Authority for the project known as Jolon Dump Road Pavement Rehabilitation; and to sign for and perform any and all responsibilities in relation to such agreement and bonds required by the Contract Documents.

Approved: November 5, 2024

A handwritten signature in cursive script, appearing to read "Michael Garcia", is written over a horizontal line.

Michael Garcia  
CEO/President

**EXHIBIT A**  
**CONTRACTOR'S BID**

**EXHIBIT B**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

**Exhibit A**

**BID FORM  
FOR  
CONSTRUCTION PROJECTS**

In response to the Authority's notice inviting bids for:

PROJECT TITLE: JOLON DUMP ROAD PAVEMENT REHABILITATION PROJECT

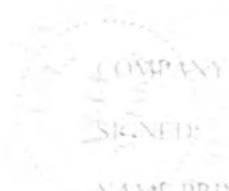
BID/CONTRACT NO: 9528

the following is submitted:

FOR THE TOTAL SUM OF \$ 1,098,394.45 computed from the lump sum shown on the attached Schedule of Bid Items, the undersigned hereby proposes and agrees that if this proposal is accepted, this Document will constitute a Contract with the Salinas Valley Solid Waste Authority to furnish all labor, material, tools, equipment, transportation, and all incidental work and services required to complete all items of work shown on the Contract Drawings, and as stated in the Contract Specifications and Documents.

All work shall conform to the lines, grades and dimensions shown on said drawings and shall be done in accordance the Authority's Construction Contract specifically referenced.

By signing below, the bidder acknowledges that it is a misdemeanor to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within California without having a license therefore. (California Business and Professions Code, Section 7028.15 (e).)



COMPANY NAME: Tri Valley Excavating Co., Inc.

SIGNED: Michael A Garcia

NAME PRINTED TYPED: Michael A Garcia

TITLE: CEO/President

DATE: October 30, 2024

ADDRESS: P.O. Box 287, Sunol, CA 94586

TELEPHONE: (408) 442-4286

CONTRACTOR'S LICENSE NO: 541927

CONTRACTOR'S LICENSE EXPIRATION DATE: 05/31/2025

CONTRACTOR'S LICENSE CLASSIFICATION: A, B, C-12, HAZ

## SCHEDULE OF BID ITEMS – REVISED 10-16-24

FOR

PROJECT TITLE: JOLON DUMP ROAD PAVEMENT REHABILITATION PROJECTBID/CONTRACT NO: 9528

ADDENDA:

If an addendum is made to this bid, please acknowledge receipt. Bidder acknowledges receipt of Addendum (if needed) # 1.10/16

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization / Demobilization	1	Lump Sum	65,998.00	65,998.00
2	Silt Fencing	1,034	LF	6.50	6,721.00
3	Straw Wattle	641	LF	8.00	5,128.00
4	Gravel Bags	1,655	LF	4.00	6,620.00
5	Cold Mill	464	CY	50.00	23,200.00
6	Existing Subgrade Excavation and Recompaction	1,218	CY	44.00	53,592.00
7	Existing Aggregate Baseroak Excavation and Recompaction	4,561	CY	14.00	63,854.00
8	Recompacted Road Base With Interax NX850	13,667	SY	13.85	189,287.95
9	Gravel Edging With Glasgrid 8511	309	SY	8.00	2,472.00
10	Asphalt Concrete	3,844	Tons	166.75	640,987.00
11	Caltrans Striping Detail 22	2,628	LF	11.50	30,222.00
12	Asphalt Dike	1,650	LF	6.25	10,312.50
<b>JOLON ROAD DUMP ROAD PAVEMENT REHABILITATION COST</b>					<b>1,098,394.45</b>

Name of Bidder or Contractor:

TRI Valley Excavating  
Co., INC.

Note: LS = Lump Sum, SF = Square

CY = Cubic Yards, LF = Linear Feet

☐☐☐ AWARD SHALL BE "ALL OR NONE" or by "individual item(s)!"

Other Note: All prices quoted shall include all delivery costs and applicable taxes and permits. In case of discrepancy between the unit price and the total item cost of an item, the unit price shall prevail provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Payment for items of work required by the Contract Plans and Specifications for which no specific proposed item is shown shall be considered as included in the various proposal items of work and no additional compensation will be allowed therefore. Final pay items are indicated with an (f) next to the bid item and are paid in accordance with Section 9-1.015 of the State Specifications.

The basis of the award will be the lowest total on any of the Schedules that may be included in the base bid(s), and any combination of any of the corresponding additive alternates. The Authority further reserves the right to award or reject any base bid(s) or additive alternate(s) item(s), in any combination it chooses.

The undersigned understand that the quantities given are approximate only, being given as a basis for the comparison of bids, and the Authority does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the General Manager without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

COMPANY NAME: Tri Valley Excavating Co., Inc.

AUTHORIZED SIGNATURE: Michael A Garcia

PRINTED NAME & TITLE: Michael A Garcia, CEO/President

DATE: October 30, 2024

CONTRACTOR'S LICENSE CERTIFICATION

FOR BID CONTRACT NO. 0523

(DO NOT WRITE)

The names of all persons as principals interested in the foregoing bid are as follow:

IMPORTANT NOTICE: If bidder or other interested person is a corporation,\* give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full. If a Bidder is a joint venture, supply the above information for each joint venture partner. All bidders must hold an active California Contractor's license at time of bid deposit. ✓

To ensure compliance with the California Business and Professions Code, Sections 7028.5 and 7028.6, include a copy of the following documents with your bid if the project includes 100 square feet or more of surface area asbestos containing materials and is "asbestos-related work" as defined by Section 6501.8 of the Labor Code.

- A current certificate to engage in asbestos-related work issued by the California Contractor's State License Board
- Proof of current registration with the Department of Industrial Relations, Division of Occupational Safety and Health

I licensed in accordance with an act providing for the registration of Contractors in California.

Bidder's license number is: 541927

License classification is: A, B, C-12, HAZ

The license expiration date is: 05/31/2025

The representations made herein are made under penalty of perjury.

Company name: Tri Valley Excavating Co., Inc.

Sign and date here: Michael A Garcia October 30, 2024  
(Signature of Bidder) (Date)

\*Corporation, Legal Name: Tri Valley Excavating Co., Inc. State of Incorporation: California, Corporate Officers: President/Secretary: Michael A Garcia, Vice President: Aaron Potkonjak

1. If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to enter contracts on behalf of the corporation. ✓
2. A licensed Contractor shall not submit a bid to a public agency, unless the officer's Contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency. ✓

AFFIRMATIVE ACTION STATEMENT

BID CONTRACT NO. 9528

SI BSHH WITH BID

I (I) behalf of Tri Valley Excavating Co., Inc. hereby affirm our organization practices equal opportunity in the hiring, training and promotion of personnel. No discrimination in any phase of employment is made on the basis of race, color, creed, national origin or gender.

Project Title: Jolon Dump Road Pavement Rehabilitation Project

Bid Contract No. CIP No. 9528

Company Name: Tri Valley Excavating Co., Inc.

Contractor's Signature: Michael A Garcia

Contractor's Name (printed): Michael A Garcia

Date: October 30, 2024

**DESIGNATION OF SUBCONTRACTORS**

BID CONTRACT NO. 9528

*83 PART WITH BID*

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall in his bid set forth:

- I. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the work, in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. For any portion of the work not so designated Contractor agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself. The successful Bidder shall not, without the consent of the Authority, either:
  - A. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - B. Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - C. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

NAME OF SUBCONTRACTOR	LOCATION Address, city, zip	DIVISION OF WORK
Chrisp Company	43650 Osgood Road FREMONT, CA 94539	STRIPING

COMPANY NAME: Tri Valley Excavating Co., Inc

By: Michael A Garcia Michael A Garcia, CEO/President  
Bidder's Signature

Date: October 30, 2024

**BIDDER'S BOND**

BID/CONTRACT NO. 9528

*SUBMIT WITH BID*

KNOW ALL MEN BY THESE PRESENTS:

That we, Tri Valley Excavating Co., Inc.

\_\_\_\_\_

as Principal, and The Ohio Casualty Insurance Company,  
as Surety, are held and firmly bound unto the Salinas Valley Solid Waste Authority (Authority), in the  
penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named,  
submitted by said Principal to Authority for the work described below, for the payment of which sum in  
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to the Authority for certain construction generally  
described as follows:

Jolon Dump Road Pavement Rehabilitation Project  
52654 Jolon Road, King City, Ca. 93930

Description of Project. This project involves the removal and replacement of asphalt  
pavement for the Jolon Road Transfer Station entrance road. The work will include providing  
all labor, services, tools, machinery, equipment, and materials necessary to complete  
construction as described in the bid documents.

For which bids are to be opened as specified in Section I of this document at 126 Sun Street, Salinas, CA  
93901, has been submitted by Principal to Authority.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified  
therein after the opening of the same, or if no period be specified, within sixty (60) working days after  
said opening, and shall within the period specified therefore, or if no period be specified, within twenty  
(20) calendar days after the prescribed forms are presented to him for signature, enter into a written  
Contract with, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with  
one to guarantee faithful performance and the other to guarantee payment for labor and materials, as  
required by law, or in the event of the withdrawal of said bid within the period specified or the failure to  
enter into such Contract and give such bonds within the time specified, if the Principal shall pay the  
Authority the difference between the amount specified in said bid and the amount for which the Authority  
may procure the required work and/or supplies, if the latter amount be in excess of the former, together  
with all costs incurred by the Authority in again calling for bids, then the above obligation shall be void  
and of no effect, otherwise to remain in full force and virtue.

*Bidder's Bond (Continued)*

BID/CONTRACT NO. 9528

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon said bond by the Authority and judgment is recovered, the Surety shall pay all costs incurred by the Authority in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 24th  
day of October, 2024.

Tri Valley Excavating Co., Inc. (Seal)

 (Seal)

Michael (Seal)  
Principal

The Ohio Casualty Insurance Company (Seal)

 (Seal)

Patricia S. Arana, Attorney-In-Fact (Seal)  
Surety

Address: 175 Berkeley Street, Boston, MA 02116

*NOTE: Signatures of those executing for surety must be notarized.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

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 )  
 ) ss  
County of Los Angeles )

On Oct. 24, 2024, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/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.



(Seal)

Signature: C.L. Hernandez  
C.L. Hernandez, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2024



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



... (faint text) ...

OFFICE CONTRACT No. 2024

ARTICLE I

Approved by the board which complies with the provisions of the code of Civil Procedure...

... (faint text) ...

ARTICLE II

In lieu of 1 and 2 a company of good financial size and stability that is approved by the Authority General Manager.

ARTICLE III

The above comply with the Authority standard... (faint text) ...

Tri Valley Excavating Co., Inc.
Michael A Garcia
Michael A Garcia, CEO/President
October 30, 2024

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER

BID/CONTRACT NO. 0528

SI/BM/ WITH BID

Michael A Garcia

Name

CEO/President

(Position Title)

of

Tri Valley Excavating Co., Inc.

(Company)

I, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

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



Signature

October 30, 2024

Date

STOP NOTICE INFORMATION

BID CONTRACT NO. 9528

ST. BAHT WITH BID

PROJECT NAME: Jolon Dump Road Pavement Rehabilitation Project. CIP No. 9528

CONTRACTOR'S NAME AND ADDRESS: Tri Valley Excavating Co., Inc.

Mailing: P.O. Box 287, Sunol, CA 94586

Physical: 6503 Calaveras Boulevard, Sunol, CA 94586

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is provided for the information of Contractors, Subcontractors and suppliers of labor, materials, equipment, and services under Authority Contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary 20-day notices (if required by California Civil Code 531098) must be filed with:

Sanitas Valley Solid Waste Authority  
126 Sun Street  
Sunolas, CA 95901

STOP NOTICE CONTENTS: See California Civil Code § 3103. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services furnished or agreed to be furnished by the claimant; the name of the person entity, to or for whom the same was done or furnished; the amount in value of that already done or furnished and/or agreed to be done or furnished. Blank stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code § 3181. All persons furnishing labor, materials, equipment or services to the job (except the original Contractor) and persons furnishing provisions, provender or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Civil Code § 3103. Served by personal service, registered mail, or certified mail.

Stop Notice Information - Continues

BID CONTRACT NO. 9528

TIME FOR SERVICE: See California Civil Code § 3184. Stop notices must be served before the expiration of 30 days after the recording of a Notice of Completion (sometimes referred to as a Notice of Acceptance) or Notice of Cessation. If such notice is recorded or if no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF PUBLIC ENTITY (OWNER): See California Civil Code § 3185. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of \$2.00 at the time of filing a stop notice, the Clerk shall provide each stop notice claimant with notice of filing of a Notice of Completion or after the cessation of labor has been deemed a completion of a public work or after the acceptance of completion, whichever is later, to each stop notice claimant, by personal service or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code § 3196 and following. A stop notice can be released if the original Contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of 125% of the stop notice claim. Alternatively, the original Contractor may file an affidavit pursuant to California Civil Code § 3198 stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to 55200 and a summary legal proceeding may be held pursuant to § 3201 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code § 3262.

STOP NOTICE LAWSUIT: See California Civil Codes § 3210 through 3214. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Clerk of the Board within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within two years.

I HEREBY ACKNOWLEDGE THAT I RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS THAT I ENTER INTO FOR LABOR, MATERIALS, EQUIPMENT, AND SERVICES FOR THIS PROJECT.

Bidder's Signature: Michael A Garcia Date: October 30, 2024

Bidder's Name and Title (Print): Michael A Garcia, CEO/President

PREVAILING WAGE STATEMENT

BID/CONTRACT NO. 9628

AT BMTI WITH BMT

If awarded the Contract, we and our subcontractors shall pay all the workers we assign to the project not less than the prevailing wage as determined by the State of California, Director of Industrial Relations in compliance with Paragraph 15 of the Construction Contract. We are aware that this Contractor shall be penalized for non-compliance by either the Contractor or his subcontractors.

In addition, we are informed of the following:

Copies of the prevailing wage rates are on file at:

Salinas Valley Solid Waste Authority  
126 Sun Street  
Salinas, CA 95901  
(831) 775-3000

or

State of California Department of Industrial Relations  
Division of Labor Statistics and Research  
155 Golden Gate Avenue, 5th Floor, Room 5182  
San Francisco, CA 94104  
(415) 703-4287

The successful bidder shall be required to post the prevailing wage determinations at each job site.

Each Contractor and Subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection the public work.

Verified copies of such payroll records must be furnished to the State of Salinas Valley Solid Waste Authority upon request.

*The signing party on this bid/contract must be staffed with the prevailing wages pay.*

Company Name: Tri Valley Excavating Co., Inc.

Contractor's Signature: Michael A Garcia Michael A Garcia  
CEO/President

Date: October 30, 2024

**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY,  
TECHNICAL ABILITY AND EXPERIENCE**

BID CONTRACT NO. 9528

*SUBMIT WITH BID*

The bidder is required to state what work of a similar character to that included in the proposed Contract he/she has successfully performed and give references which will enable the Authority to judge his/her responsibility, experience, skill and business standing.

The undersigned submits herewith a statement of his/her financial responsibility.

The undersigned submits below a statement of the work of a similar character to that included in the proposed Contract, which he/she has successfully performed. Include the type of work, name and phone number of all references.

Type of Work	Name	Phone Number
Parking Lot Asphalt Repair	SFBART A-line Site Improvement at Bayfair Station <i>SAN FRANCISCO BAY AREA RAPID TRANSIT</i>	John Fu, Resident Engineer (925) 519-9853
Traffic Circle Asphalt Repair	CRP FY23 West Circle Road Renewal <i>UNIVERSITY OF CALIFORNIA, BERKELEY</i>	Don Irby, Project Manager Capital Projects (510) 207-4210
Parking Lot Asphalt Repair	North Yard Pavement Rehabilitation Santa Clara Valley Transportation Authority	Deepa Bhaskar, Project Engineer (408) 321-5857

Signed:

*Michael A Garcia*

Name (Printed):

Michael A Garcia, CEO/President

Date:

October 30, 2024

*with Annual Technical Statement, Signature of Authority and Professional Seal/Stamp*

PUBLIC CONTRACT CODE SECTION 10232 AND SECTION 10285.1 STATEMENT

BID CONTRACT NO. 9528

*"BID WITH BID"*

- A. In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
- B. In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats 1985), the Bidder, hereby states under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in the Public Contract Code Section 1101, with any public entity, as defined in the Public Contract Code 1100. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1. (Note: Bidder MUST place a check after "has" or "has not" in the one of the blank spaces provided.)

*We hereby certify the Bidder, copies the above statements. Bidders are cautioned that making a false statement may subject the Bidder to criminal prosecution.*

Contractor's Name: Tri Valley Excavating Co., Inc.

Contractor's Signature: Michael A Garcia

Contractor's Name (printed): Michael A Garcia

Date: October 30, 2024

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BID CONTRACT NO. 9528

ST. BENT WITH BID

In conformance with Public Contract Code Section 10162, the Contractor hereby answers under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  or No

If the answer is yes, explain the circumstances in the following space:

---

---

---

*In signing below the bidder certifies the above statement. Bidders are cautioned that inaccurate certification may subject the certifier to criminal prosecution.*

Company Name: Tri Valley Excavating Co., Inc.

Contractor's Signature: Michael A Garcia

Contractor's Name (printed): Michael A Garcia, CEO/President

Date: October 30, 2024



**SALINAS VALLEY SOLID WASTE AUTHORITY**

**REQUEST FOR BIDS**

**ADDENDUM I**

**for the  
Jolon Dump Road Pavement Rehabilitation Project**

10-16-24

Dear Bidder:

This addendum forms a part of and modifies the Request for Bids (RFB) entitled "JOLON DUMP ROAD PAVEMENT REHABILITATION PROJECT"

Submit bids for this project with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the RFB.

**This Addendum Includes**

1. Responses to Questions
2. Revised Bid Form  
Please use the attached revised Page 11 Bid Form B "Schedule of Bid Items" in lieu of the Bid Form B found in the original RFB. The sole difference between the two Bid Form B documents is the addition of line item 12 "Asphalt Dike".
3. Revised Plans and Specifications  
Please examine the attached revised Plan and Specifications marked "10/15/24 Revision"  
Notable revisions are:
  - Sheet C1.0 – Minor reduction in amount of repurposed aggregate baserock used from stockpile in Section F
  - Sheet C1.2 – Note limits of asphalt modified to square off at existing concrete pad
  - Sheets C1.6 and C1.7 – detail of asphalt dike limits included

Bidders must indicate receipt of this addendum by attaching the addendum to the Bid Package.

Bidders must inform subcontractors and suppliers as necessary.

The Authority reserves the right to reject any, a portion of, or all Bids and to waive any informality in Bids received.

The Authority is sending this addendum by email to ensure that all qualified bidders receive it.

Received: 10/16/2024  
Michael A Garcia  
Michael A Garcia  
CEO/President



# CONTRACT CHANGE ORDER NO. 1

Page 1 of 1

Date: 11-21-2024 Vendor No. TBD P.O. No.: TBD

Project Title: Jolon Dump Road Pavement Rehabilitation Project

To Contractor: Tri Valley Excavation Co., Inc. Project No.: 800-6-9528-66400

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the General Manager or Asst.General Manager.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Engineer.

Change requested by: Owner - SVSWA

1. **Reason for change:** SVSWA determined additional paving in the shop area would be of benefit to the Agency.

2. **Description of change:** Extra Work at Agreed Unit Price

To provide labor and equipment to grade and compact existing subgrade and place and compact 5" of 1/2" Type A asphalt in same areas. Estimated quantity is 23,600 square feet for all this work, the Contractor shall receive and accept the estimated additional sum of \$183,396. This shall include full compensation for furnishing all labor, materials, tools, equipment, markups, incidentals, as shown on the plans, as specified in the contract specifications, by reason of this change.

3. **Change in Contract Cost:**

Contract Bid Award	\$1,098,394.45
Costs from Previous Change Orders	\$ 0.00
Increase This Contract Change Order (est)	<u>\$183,396.00</u>
New Contract Cost (New Encumbrance)	\$1,281,790.45

4. **Time of completion will be adjusted as follows:** 5 Working Days

Approval Project Manager \_\_\_\_\_ Date \_\_\_\_\_.

Approval: Assistant General Manager \_\_\_\_\_ Date \_\_\_\_\_.

Approval: General Manager \_\_\_\_\_ Date \_\_\_\_\_.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date \_\_\_\_\_ Contractor Tri Valley Excavation Co., Inc.

By: \_\_\_\_\_ Title \_\_\_\_\_ Owner \_\_\_\_\_.  
 {insert name here}

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.



## Report to the Board of Directors

**ITEM NO. 13**

N/A

Finance and Administration  
Manager/ Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

General Legal Counsel

**Date:** November 21, 2024

**From:** Janna Faulk, Recycling Coordinator

**Title:** A Resolution Approving the Release and Distribution of a Request for Bids for Design and Construction Services for Electric Vehicle Battery Charging Stations

### RECOMMENDATION

Staff recommends that the Board adopt the resolution approving the release and distribution of a Request for Bids for Design and Construction Services for Electric Vehicle (EV) Battery Charging Stations.

### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Board's goals from the 2024 Strategic Planning Priority setting process related to "Financial Sustainability" and "Facilities Master Planning".

Electric vehicle charging stations reduce the dependency on fossil fuels, which, over time, could provide cost savings for the Authority's fleet management program as California moves towards electrified fleets and personal vehicles.

### FISCAL IMPACT

Funding for this item is not included in the approved budget. A supplemental appropriations request will be included with the Bid Results when staff brings this item to the Board for approval.

The Monterey Bay Air Resources District (MBARD) Board of Directors approved a grant funding seventy percent (70%) of the project up to an amount of \$150,000. Based on quotes received during the grant application process, the Authority's portion of this project is expected to be somewhere between \$45,000 and \$130,000

### DISCUSSION & ANALYSIS

On October 16, 2024, the Monterey Bay Air Resources District (MBARD) Board of Directors approved funding, estimated at \$150,000, for a new battery charging station at the Authority's Administrative offices located at 126 Sun Street. These funds will come from the MBARD's Community Air Protection Program. The grant agreement between MBARD and the Authority will be finalized after the design is completed with a final budget and chosen company through the Request for Bid process. The Authority will be reimbursed up to seventy percent (70%) of the project cost by grant funds once the project has been completed.

In conjunction with the grant application, the Authority requested quotes from local contractors that met the requirements. Three quotes were received, ranging from \$150,000 to \$279,857. All three quotes were based on a contractor site visit of the property and Frontier Energy's Central Coast Community Energy (3CE) Feasibility Report dated December 8, 2023.

The Authority often utilizes existing staff for construction projects. However, one of the MBARD grant requirements is that an Electric Vehicle Infrastructure Training Program (EVITP)- Certified electrician install the system. The Authority has qualified individuals who could install these systems, but none are certified by EVITP. To utilize grant funds, an outside electrical contractor will be used.

The Request for Bids will provide a formal process for choosing a contractor and finalizing the grant budget. Once a contractor has been selected and the grant agreement has been finalized, staff will bring the grant agreement to the board to request approval to accept grant funds and the recommended contractor service agreement.

## **BACKGROUND**

In 2023, the Authority explored several options for EV charging grants through 3CE and PG&E. While these explorations did not come to fruition, the process did yield a feasibility study and a conceptual layout and design.

On August 1, 2024, the Authority submitted a grant application to MBARD for funding to support the installation of public electric vehicle charging stations at 126 Sun Street. The application included six or more EV charging stations. These stations will be accessible to the Authority's fleet, other tenants of the Authority owned office building, and the general public during business hours, providing convenient and reliable charging options for current and future EV owners. The project aims to address the growing demand for EV infrastructure, reduce greenhouse gas emissions, and support local and regional clean energy initiatives.

## **ATTACHMENT(S)**

1. Resolution

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AUTHORIZING THE RELEASE OF A REQUEST FOR BIDS FOR DESIGN AND  
CONSTRUCTION SERVICES FOR ELECTRIC VEHICLE BATTERY CHARGING STATIONS**

**WHEREAS**, the Authority has been awarded grant funds for the installation of six or more electrical vehicle chargers from the Monterey Bay Air Resources District Community Air Protection Program; and,

**WHEREAS**, the Authority is currently examining the installation of battery charging stations at its Administrative offices located at 126 Sun Street that will require the services of an electrician certified by EVITP (Electric Vehicle Infrastructure Training Program); and,

**WHEREAS**, the Authority shall follow a formal bid process for construction projects of this scope; and,

**WHEREAS**, the selected construction company will generate plans, obtain applicable permits, and facilitate all aspects of the construction.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the Chief Administration Officer is hereby authorized to release a Request for Bid for Design and Construction Services for Electric Vehicle Battery Charging Stations.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority this 21<sup>st</sup> day of November 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



## Report to the Board of Directors

ITEM NO. 14

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** November 21, 2024  
**From:** C. Ray Hendricks, Finance and Administration  
Manager  
**Title:** Annual Comprehensive Financial Report for  
the Fiscal Year ended June 30, 2024

### RECOMMENDATION

The Executive Committee recommends that the Board of Directors review and accept the report.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine annual operational item.

### FISCAL IMPACT

This item has no fiscal impact but does reflect continuing year-over-year improvements in the Authority's Net Position. It reports the results of the 2023-24 fiscal year's operations.

### DISCUSSION & ANALYSIS

The Authority's Annual Comprehensive Financial Report was audited by McGilloway, Ray, Brown & Kaufman. The audit of the financial statements is an annual requirement.

The auditors provided an "unmodified opinion," meaning that they took no exception to any of the numbers. The auditors also informed us that there is no management letter for this past fiscal year, meaning that the Authority's financial operations met all internal controls requirements. Typically, a management letter is issued when the auditors feel that internal controls should be improved.

For the fiscal year ended June 30, 2024, the Authority adopted the following pronouncement of the Governmental Accounting Standards Board (GASB):

- Statement No. 99, "Omnibus 2022"
- Statement No. 100, "Accounting Changes and Error Corrections"
- Statement No. 101, "Compensated Absences"

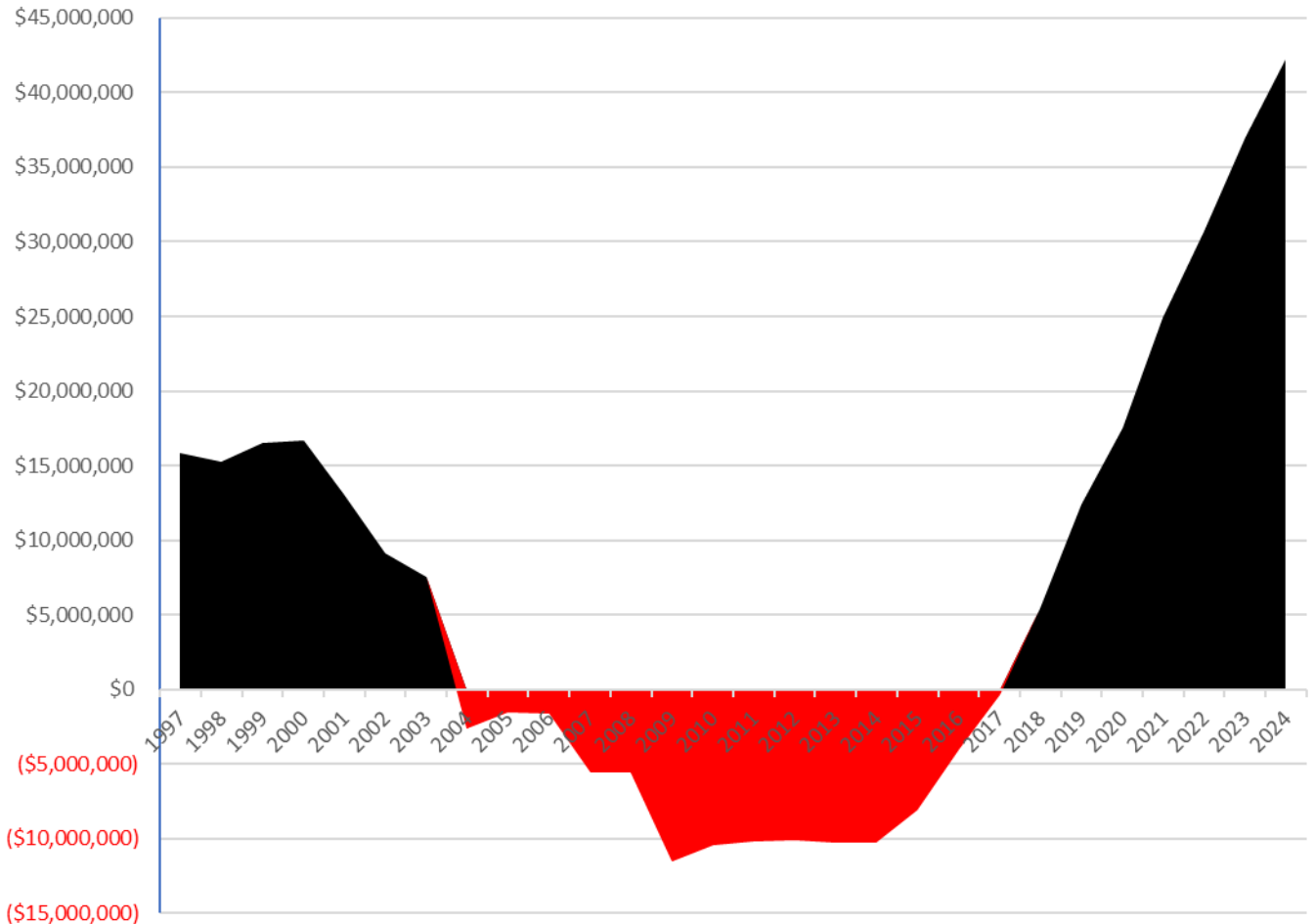
While these pronouncements are effective for our fiscal year ending June 30, 2024, they all have a negligible effect on our financials.

The Annual Comprehensive Financial Report contains information about the Authority's finances in accordance with Governmental Accounting Standards. We highly encourage the Board to read the Management Discussion and Analysis, which provides a summary of the Authority's finances. In this staff report, staff wishes to address the two most important numbers from the financial statements, the Net Position, and the Change in Net Position.

## Net Position of \$42,216,273

The Net Position improved to \$42,216,273. This is an improvement of \$5,221,442 from a net position of \$36,994,831 in FY 2022-23.

The chart below shows the Authority's year-ending net position since 2003.



Following are the key items affecting the Authority's net position:

- 1997 – Authority was formed with a contribution of capital (landfills) from the County and the purchase of Crazy Horse Landfill from Salinas.
- 2001 – Began expedited depreciation of Crazy Horse Landfill to prepare for original 2004 closure date.
- 2002 - \$40M Bond Issue - (\$2.5 million closing cost). Money was used to fund Capital Improvements necessary over the next several years to rectify legacy violations and underfunded facility improvements.
- 2003 – Lewis Road Closure - Write off remaining assets. Closure Post-Closure Expense Catch Up
- 2007 - Jolon Road Closure - Write off remaining assets. Closure Post-Closure Expense Catch Up
- 2009 - Crazy Horse Closure - Write off remaining assets. Closure Post-Closure Expense Catch Up

- 2014 – Bond Refunding
- 2015 - Beginning of staff run operations at Johnson Canyon, and first Substantial Tonnage Increase in 10 years.
- 2017 – Beginning of staff run operations at Jolon Road Transfer Station.
- 2019 – Began prefunding new cell construction (save-as-you-go)
- 2022 – Refunding of 2014 Bonds

Positive Change in Net Position of \$5,221,442

Salinas Valley Solid Waste Authority				
Condensed Statement of Revenues, Expenses, and Changes in Net Position				
For the Years Ended June 30, 2024 and 2023				
	2024	2023	Change	% Change
Operating Revenues				
Charges for Services	\$ 25,495,068	\$ 24,173,300	\$ 1,321,768	5.5%
Sales of Materials	452,365	562,930	(110,565)	-19.6%
Total Operating Revenues	<u>25,947,433</u>	<u>24,736,230</u>	<u>1,211,203</u>	<u>4.9%</u>
Operating Expenses	<u>22,406,639</u>	<u>18,808,894</u>	<u>3,597,745</u>	<u>19.1%</u>
Operating Income/(Loss)	<u>3,540,794</u>	<u>5,927,336</u>	<u>(2,386,542)</u>	<u>-40.3%</u>
Non-Operating Revenues				
Grants and Contributions	386,240	157,464	228,776	145.3%
Investment (Losses)/Earnings	1,807,037	680,979	1,126,058	165.4%
Other Non-Operating Revenue	179,722	274,601	(94,879)	-34.6%
Total Non-Operating Revenue	<u>2,372,999</u>	<u>1,113,044</u>	<u>1,259,955</u>	<u>113.2%</u>
Non-Operating Expenses				
Interest Expense	<u>692,351</u>	<u>725,758</u>	<u>(33,407)</u>	<u>-4.6%</u>
Total Non-Operating Expenses	<u>692,351</u>	<u>725,758</u>	<u>(33,407)</u>	<u>-4.6%</u>
Change in Net Position	<u>5,221,442</u>	<u>6,314,622</u>	<u>(1,093,180)</u>	<u>-17.3%</u>
Total Net Position Beginning	<u>36,994,831</u>	<u>30,680,209</u>	<u>6,314,622</u>	<u>20.6%</u>
Net Position End of Year	<u>\$ 42,216,273</u>	<u>\$ 36,994,831</u>	<u>\$ 5,221,442</u>	<u>14.1%</u>

The Authority's activities increased the net position \$5,221,442 to \$42,216,273. Key elements of this change are as follows:

Operating revenues increased \$1,211,209 (4.9%). Tipping Fees from diversion programs increased \$489,847. AB939 Fees increased by \$470,016. Solid Waste Tipping Fees increased \$297,256. Other Charges for services increased \$64,636. Sales of Materials decreased by \$110,546.

Operating expenses increased by \$3,597,745 (19.1%) to \$22,406,641. The majority of the increase is due to increases in year over year expenses in closure/post-closure discussed below. Personnel services includes an adjustment decrease of \$500,378 to the to pension liabilities. The remaining year over year expenses decreased \$158,941.

Depreciation increased \$159,693.

Closure/Post-Closure Maintenance Expenses increased \$4,257,066 year-over-year. However, the majority of the increase is due to comparing to FY 2022-23 which included a reduction in the closure and postclosure estimate for Crazy Horse Landfill in the amount of \$3,816,542. Other changes include, CPI increases of 3.6% to the liability for all sites, as well as actual expenditures at the closed sites.

Postclosure maintenance expenses for Crazy Horse Canyon Landfill were \$1,101,806. Postclosure maintenance expenses for Lewis Road Landfill were \$335,061 Postclosure

maintenance expenses for Jolon Road Landfill were \$235,454. For the active Johnson Canyon Landfill, Closure and Postclosure Liabilities are expensed as a percentage of capacity used at the landfill. The landfill is at 38.4% capacity as of June 30, 2024. Johnson Canyon closure expenses were \$239,841, and post closure expenses were \$195,147.

Investment earnings increased by \$1,126,058 due to increases in treasuries and overall investment.

The \$692,351 in non-operating expenses is for interest paid on the Authority's long-term debt.

### **BACKGROUND**

The Authority's financial statements are presented on a full accrual basis similar to a business. The Authority's financial statements are audited by McGilloway, Ray, Brown & Kaufman. The audit of the financial statements is an annual requirement.

### **ATTACHMENT(S)**

1. Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024
2. Governance letter from McGilloway, Ray, Brown & Kaufman
3. Power Point Presentation

**SALINAS VALLEY  
SOLID WASTE AUTHORITY**  
**Monterey County, California**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**For the Fiscal Year Ended June 30, 2024**



PREPARED BY  
THE AUTHORITY'S FINANCE DIVISION  
C. Ray Hendricks  
Finance and Administration Manager/Treasurer/Controller  
Ernesto Natera, Business Services Supervisor  
Linda Vasquez, Accounting Technician  
Salma Sandoval, Accounting Technician

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# **INTRODUCTORY SECTION**



*“To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost-effective practices through an integrated system of waste reduction, reuse recycling, innovative technology, customer service and education”*

October 2, 2024

Citizens and Board of Salinas Valley Solid Waste Authority:

We are pleased to submit the Salinas Valley Solid Waste Authority’s (Authority) Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024. These statements combined with other information are analyzed in the narrative section called Management’s Discussion and Analysis (MD&A). The MD&A provides financial highlights and interprets the financial reports by analyzing trends and by explaining changes, fluctuations, and variances in the financial data. In addition, the MD&A is intended to disclose any known significant events or decisions that affect the financial condition of the Authority.

This report consists of management’s representations concerning the financial position of the Authority. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, the management of the Authority has established a comprehensive internal control framework that is designed both to protect the Authority’s assets from loss, theft, or misuse, and to compile sufficient reliable information for the preparation of the Authority’s financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the Authority’s comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

McGilloway, Ray, Brown & Kaufman, an independent firm of certified public accountants, has audited the Authority’s financial statements. The goal of the independent audit is to provide reasonable assurance that the financial statements of the Authority for the fiscal year ended June 30, 2024, are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used, and significant estimates made by management, and evaluating the overall financial statement presentation. Based upon the audit, the independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that the Authority’s financial statements for the fiscal year ended June 30, 2024, are fairly presented in conformity with GAAP. The independent auditor’s report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Authority's MD&A can be found immediately following the report of the independent auditors.

### **Reporting Entity**

On January 1, 1997, the Salinas Valley Solid Waste Authority was created through a joint powers agreement among the cities of Salinas, Gonzales, Greenfield, King City, and Soledad, and the unincorporated area of the eastern portion of Monterey County, to provide waste recovery and solid waste disposal services to the member cities, and the unincorporated area in the eastern and southern portion of the county. The Authority is governed by a nine-member board consisting of three members of the Salinas City Council, two members of the Monterey County Board of Supervisors, and one City Council member each from the cities of Gonzales, Greenfield, King City, and Soledad.

### **Operating Results**

GAAP requires that depreciation, estimated closure costs, and estimated post-closure maintenance costs be charged as a current expense. These expenses are allocated over the estimated remaining capacity of the landfills within the Authority's disposal system. Based on these requirements, the Salinas Valley Solid Waste Authority reports operating income of \$3,540,794 and an increase in net position of \$5,221,442 for the fiscal year ended June 30, 2024.

Per the agreement with the California Integrated Waste Management Board, dated June 19, 1998, the Authority has pledged future revenue to cover the cost of post-closure maintenance. The Authority's tipping fees are not expected to cover the accrual of post-closure expenses for all of its sites in the current period. At June 30, 2024, the Authority has accrued post-closure liabilities totaling \$15,613,768. Since Johnson Canyon Landfill is the Authority's last regional landfill, the Authority has begun to prefund the post-closure liability for this site to ensure that there is adequate funding for post-closure maintenance of the landfill for the minimum required 30 years. As of June 30, 2024, Johnson Canyon's share of the total post-closure care liability is \$2,657,288, which is fully funded with \$2,746,547 in funds that are held in a separate Post-Closure Fund and designated specifically for this purpose.

In accordance with CalRecycle requirements, the Authority sets aside sufficient funds to fully fund all accrued closure costs liability for Johnson Canyon Landfill. These funds are held in a separate Closure Fund restricted specifically for this purpose. As of June 30, 2024, \$5,191,744 has been set aside. Closure liabilities of \$3,265,919 are fully funded at June 30, 2024.

The Authority's tipping fees are set at an amount sufficient to provide for operations, closure set-aside requirements, post-closure maintenance on a pay-as-you-go basis, capital requirements, and debt service on bonds issued for capital replacement. The Authority's tipping fees are not expected to recover depreciation expense, though Capital Replacement Budgets function to provide a portion of depreciated asset replacement costs.

The Statement of Cash Flows for the fiscal year ended June 30, 2024, provides a detailed reconciliation of the Authority's cash, which increased \$2,191,034 from \$36,242,788 to \$38,433,822.

## **Financial Management**

The Authority carefully monitors its charges for services. Tonnage had increased significantly due to increased economic activity and reduced markets for recycled materials. Increases in disposal tonnage had allowed the Authority to not increase solid waste tipping fees since July 1, 2016, when the tipping fee increased \$1.50 to \$68.50 per ton. As part of the negotiations for the Madison Lane Transportation Agreement, the Authority agreed to reduce its landfill tipping fees for FY 2022-23 by \$3.75/ton (\$68.50 to \$64.75) in order to minimize the impacts to the rate payers. Effective July 1, 2013 the Board adopted an AB939 Fee, which generated \$4.10 million during the year ended June 30, 2024. This revenue is guaranteed for funding of non-landfill related AB 939 programs regardless of tonnage received. This will reduce the fluctuations in revenue due to economic changes in tonnage.

## **CalPERS Pension Liabilities**

The Authority's Financial Policies require prioritizing the use of cash surpluses to pay off its entire Unfunded Actuarial Liability (UAL) whenever possible, which has been the practice since FY 2018-19. Additionally, in order to help manage any future UAL, the Authority set up an account through the California Employers' Pension Prefunding Trust Program (CEPPT), a 115 trust, along with a budget to be used to deposit funds into the trust in years that it is not needed to pay down the UAL.

For the fiscal year ended June 30, 2022, CalPERS reported a net investment return of -6.1%. During Fiscal Year 2023-24, the Authority used funds from the 115 trust, budget allocation, and fund balance to make additional discretionary payments in the amount of \$1,180,247, which kept the pension plan fully funded and saved the Authority over \$1 million in future interest payments.

For the fiscal year ended June 30, 2023, CalPERS reported a preliminary net investment return of 5.8%, which is 1.0% below the target investment return of 6.8%. During Fiscal Year 2024-25 the Authority once again expects to use funds allocated in the budget along with fund balance to ensure that the Pension Plan remains fully funded.

For the fiscal year ended June 30, 2024, CalPERS reported a preliminary net investment return of 9.3%. The CalPERS Funding Risk Mitigation Policy gives the CalPERS Board the option to reduce the discount rate rather than apply the full investment gain to the pension plan any year where the returns exceed the current target rate of return by 2 or more percentage points. It is unknown what the Board's decision will be at this time.

## **Bond Issue 2022**

On February 22, 2022, Salinas Valley Solid Waste Authority issued Taxable bonds (Series 2022A) with a par value of \$25,595,000. The purpose of the bond issuance was to refund both the Alternative Minimum Taxable bonds (Series 2014A), and Taxable bonds (Series 2014B), which were issued to refund Series 2002 revenue bonds, and the Authority's 1997 Installment Purchase Agreement.

The maximum annual debt service is \$3,115,300 including interest at varying rates up to 2.481%. The prefunding allows the Authority to finish paying off the Bonds a year earlier while saving \$1.61 million in total debt service payments. The final interest and principal payment on the bonds is scheduled for August 1, 2030.

## **Expansion Fund**

The “Expansion Fund” was established to collect proceeds from the sale of outside waste, pay costs associated with increased tonnage generated by outside waste, and pay the costs related to locating and permitting a new landfill site, and other long-term expansion costs. Over the term of the revised agreement with South Valley Disposal, revenue from the sale of outside waste was \$23.18 million, with costs estimated at \$4.9 million to operate Crazy Horse, \$1.8 million for landfill cell liners at Johnson Canyon, \$2.2 million in closure costs set asides, and \$1.8 million in taxes and fees. In addition to money allocated to CIPs related to expansion and conversion technologies, and investment earnings, the Board of Directors decided to use a portion of these funds for operations during the Great Recession until the economy recovered in order to avoid tipping fee increases. During FY 2021-22, the Board approved using a portion of these funds to purchase an office building to locate its administration, education, and community service activities. The Board committed to repaying the funds from the future sale of the land where the Sun Street Transfer Station was located. On June 30, 2024, the Expansion Fund had an unrestricted net position of \$5,059,695.

## **Summary**

Benefitting from continued positive economic activity, payments to Debt Service and CalPERS Pension Liabilities, the Authority increased its net position by \$5,221,442 and ended the year with a Net Position of \$42,216,273. As the Authority makes payments to the 2022 Bonds, the Net Position is expected to continue to improve, allowing the Authority to set aside reserves and continue to prefund its long-term liabilities.

## **Awards and Acknowledgements**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Salinas Valley Solid Waste Authority for its Annual Comprehensive Financial Report for the year ended June 30, 2023. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports. Salinas Valley Solid Waste Authority has received this award every year beginning with fiscal year ending June 30, 2014.

I would like to take this opportunity to thank the members of the Salinas Valley Solid Waste Authority’s Board of Directors for their interest and support in the financial operations of the Authority. It is the responsible and progressive manner in which business is conducted that makes the Authority successful. I would also like to extend special recognition to the Authority staff for their day-to-day involvement in the operations. In addition, I would like to offer special thanks to Ernesto Natera (Business Services Supervisor), Linda Vasquez (Accounting Technician), and Salma Sandoval (Accounting Technician), without whom this presentation would not be possible. I would also like to thank the Authority’s auditors McGilloway, Ray, Brown & Kaufman. It is the combined effort of all participants that resulted in the issuance of this document.

Respectfully submitted,



C. Ray Hendricks  
Finance and Administration Manager/Treasurer/Controller



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Salinas Valley Solid Waste Authority  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2023

*Christopher P. Morill*

Executive Director/CEO



## List of Principal Officials

As of June 30, 2024

**Anthony Rocha, City of Salinas**  
President

**Liz Silva, City of Gonzales**  
Vice President

**Glenn Church, County of Monterey**  
Alternate Vice President

**Fernando Ansaldo-Sánchez, City of Soledad**  
Board Member

**Robert S. Cullen, City of King**  
Board Member

**Carla Gonzalez, City of Salinas**  
Board Member

**Christopher M. Lopez, County of Monterey**  
Board Member

**Andrew Sandoval, City of Salinas**  
Board Member

**Drew Tipton, City of Greenfield**  
Board Member

**Roy Santos**  
General Counsel

**R. Patrick Mathews**  
General Manager/  
Chief Administrative Officer

**Cesar Zuniga**  
Assistant General Manager/  
Operations Manager

**Mandy Brooks**  
Resource Recovery Manager

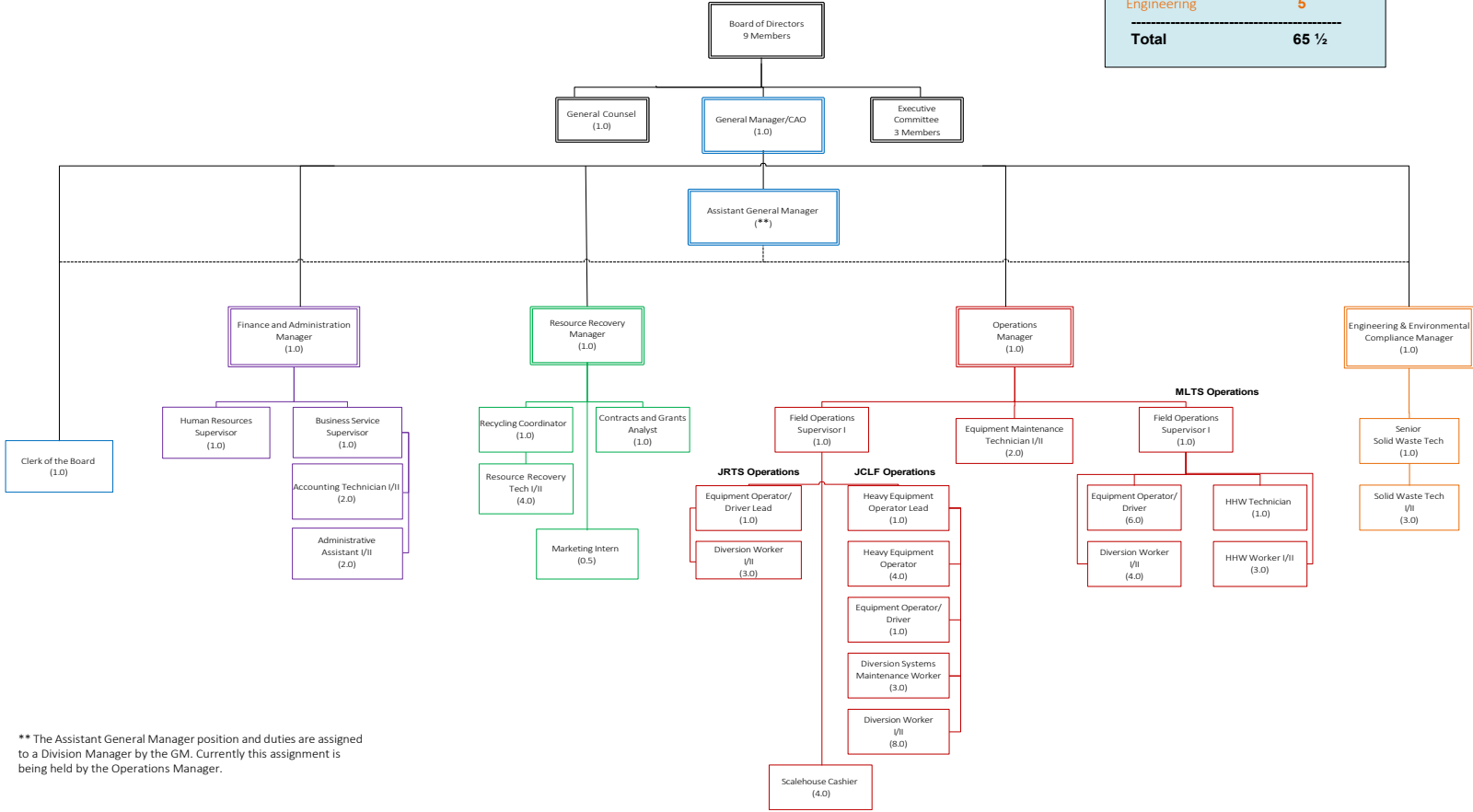
**C. Ray Hendricks**  
Finance & Administration  
Manager/Treasurer/Controller

**Brian Kennedy**  
Engineering & Environmental  
Compliance Manager

# Salinas Valley Solid Waste Authority Organizational Chart

Proposed Effective Date: March 21, 2024

Executive Administration	2
Finance & Administration	7
Resource Recovery	7½
Operations	44
Engineering	5
<b>Total</b>	<b>65 ½</b>



\*\* The Assistant General Manager position and duties are assigned to a Division Manager by the GM. Currently this assignment is being held by the Operations Manager.

# **FINANCIAL SECTION**



McGilloway | Ray  
Brown | Kaufman

ACCOUNTANTS AND CONSULTANTS

2511 Garden Road  
Suite A180  
Monterey, CA 93940  
831-373-3337  
Fax 831-373-3437

379 West Market Street  
Salinas, CA 93901  
831-424-2737  
Fax 831-424-7936

## INDEPENDENT AUDITOR'S REPORT

The Honorable Board of Directors  
of the Salinas Valley Solid  
Waste Authority  
Salinas, California

### **Opinion**

We have audited the accompanying financial statements of Salinas Valley Solid Waste Authority (Authority), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2024, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including and currently known information that may raise substantial doubt shortly thereafter.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

Gerald Ray, CPA | Patricia Kaufman, CPA, CGMA | Smriti Shrestha, CPA

---

Daniel M. McGilloway, CPA, CVA | Sarita Shannon, CPA | Whitney Ernest, CPA |  
Laura Armbruster, CPA | Rose Maxwell, CPA | Eleonora G. Burchill, CPA | Lisette Craft, CPA

assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of Authority's proportionate share of the net pension liability and related ratios as of measurement date – cost sharing defined benefit pension plan, the schedule of statutorily required employer contributions-pension plan, the schedule of changes in the Authority's net OPEB liability and related ratios as of measurement date, and the schedule of employer OPEB contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge

we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Information**

Management is responsible for other information included in the annual report. The other information comprises the introductory and statistical sections, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Report on Summarized Comparative Information**

We have previously audited the Authority's 2023 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated November 2, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived except for the reclassification of restricted net position as described in Note 19.



McGilloway, Ray, Brown & Kaufman  
Salinas, California  
October 2, 2024

## INDEPENDENT AUDITOR'S REPORT

The Honorable Board of Directors  
of the Salinas Valley Solid  
Waste Authority  
Salinas, California

### **Opinion**

We have audited the accompanying financial statements of Salinas Valley Solid Waste Authority (Authority), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2024, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including and currently known information that may raise substantial doubt shortly thereafter.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of Authority's proportionate share of the net pension liability and related ratios as of measurement date – cost sharing defined benefit pension plan, the schedule of statutorily required employer contributions-pension plan, the schedule of changes in the Authority's net OPEB liability and related ratios as of measurement date, and the schedule of employer OPEB contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **Other Information**

Management is responsible for other information included in the annual report. The other information comprises the introductory and statistical sections, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## **Report on Summarized Comparative Information**

We have previously audited the Authority's 2023 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated November 2, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived except for the reclassification of restricted net position as described in Note 19.



McGilloway, Ray, Brown & Kaufman  
Salinas, California  
October 2, 2024

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

## **Introduction**

This section of the Salinas Valley Solid Waste Authority (Authority) Annual Comprehensive Financial Report (ACFR) presents a narrative overview and comparative analysis of the financial activities of the Authority for the fiscal years ended June 30, 2024, and June 30, 2023. Please consider the information presented here in conjunction with the basic financial statements that immediately follow, along with the letter of transmittal, and other portions of this ACFR.

For the fiscal year ended June 30, 2024, the Authority adopted the following pronouncements of the Governmental Accounting Standards Board (GASB):

- Statement No. 99, “Omnibus 2022”
- Statement No. 100, “Accounting Changes and Error Corrections”
- Statement No. 101, “Compensated Absences”

## **Financial Highlights**

- The Authority’s net position increased \$5,221,442 to \$42,216,273.
- Operating revenues increased \$1,211,203 (4.9%) as the result of increases to AB939 fees, organics fees, and increase in solid waste and organic tonnage.
- Waste landfilled increased by 3,256 tons (1.4%) from 225,963 tons in fiscal year 2022-23 to 229,219 tons in fiscal year 2023-24 primarily as a result of an increase in overall self-haul waste.
- Operating expenses increased by \$3,597,745 (19.1%) to \$22,406,639 due to increases in the closure and post closure expenses and liabilities for the closed landfills.
- The Authority’s total liabilities decreased by \$1,178,270 to \$45,420,767 due to payments to the debt service.

## **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the ACFR, which is comprised of three components: 1) Management Discussion and Analysis (this document), 2) Basic Financial Statements, and 3) Notes to the Basic Financial Statements. This report also contains other supplementary information in addition to the basic financial statements for further information and analysis.

## **Basic Financial Statements**

The Basic Financial Statements of the Authority report information about the Authority using accounting methods like those used by private sector companies. These statements offer short and long-term financial information about its activities. The Statement of Net Position includes all the Authority’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources. It provides information about the nature and amounts of investments in resources (assets) and the obligations to Authority creditors (liabilities). It also provides the basis for computing rates of return, evaluating the capital structure of the Authority, and assessing the liquidity and financial flexibility of the Authority.

All the current year’s revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the Authority’s operations over the past year and can be used to determine the Authority’s creditworthiness and whether the Authority has successfully recovered all its costs through its user fees and other charges. The final required Financial Statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority’s cash receipts and cash payments during the reporting period. This statement reports cash receipts, cash payments, and net changes in cash resulting from operations and investments.

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

**Notes to the Basic Financial Statements**

The notes provide additional information that is essential to fully understand the data provided in the financial statements.

**Required Supplementary Information**

In addition to the basic financial statements, an ACFR also provides Required Supplementary Information that presents the funding progress of the Authority's retirement plan.

**FINANCIAL STATEMENTS ANALYSIS**

**Statement of Net Position**

The Statement of Net Position is a good indicator of the Authority's financial position. At the end of this fiscal year, the Authority closed with a net position of \$42,216,273, which is an increase of \$5,221,442 from the prior year net position of \$36,994,831.

Salinas Valley Solid Waste Authority Condensed Statement of Net Position June 30, 2024 and 2023				
	2024	2023	Change	% Change
Assets				
Current Assets	\$ 36,255,927	\$ 34,100,625	\$ 2,155,302	6.3%
Other Assets	5,475,206	5,171,874	303,332	5.9%
Capital Assets, Net	42,654,033	41,537,685	1,116,348	2.7%
Total Assets	84,385,166	80,810,184	3,574,982	4.4%
Deferred Outflows of Resources	4,144,459	3,440,113	704,346	20.5%
Liabilities				
Current Liabilities	5,970,302	5,438,472	531,830	9.8%
Long-term Liabilities	39,450,465	41,160,565	(1,710,100)	-4.2%
Total Liabilities	45,420,767	46,599,037	(1,178,270)	-2.5%
Deferred Inflows of Resources	892,585	656,429	236,156	36.0%
Net Position				
Net Investment in				
Capital Assets	21,058,616	17,329,665	3,728,951	21.5%
Restricted	1,888,105	2,437,198	(549,093)	-22.5%
Unrestricted	19,269,552	17,227,968	2,041,584	11.9%
Total Net Position	\$ 42,216,273	\$ 36,994,831	\$ 5,221,442	14.1%

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

**Statement of Revenues, Expenses and Changes in Net Assets**

The following is the Condensed Statement of Revenues, Expenses, and Changes in Net Position for the fiscal years ended June 30, 2024, and 2023.

Salinas Valley Solid Waste Authority  
Condensed Statement of Revenues, Expenses and Changes in Net Position  
For the years ended June 30, 2024 and 2023

	2024	2023	Change	% Change
Operating Revenues				
Charges for Services	\$ 25,495,068	\$ 24,173,300	\$ 1,321,768	5.5%
Sales of Materials	452,365	562,930	(110,565)	-19.6%
Total Operating Revenues	<u>25,947,433</u>	<u>24,736,230</u>	<u>1,211,203</u>	<u>4.9%</u>
Operating Expenses	<u>22,406,639</u>	<u>18,808,894</u>	<u>3,597,745</u>	<u>19.1%</u>
Operating Income	<u>3,540,794</u>	<u>5,927,336</u>	<u>(2,386,542)</u>	<u>-40.3%</u>
Non-operating Revenues				
Grants and Contributions	386,240	157,464	228,776	145.3%
Investment Earnings	1,807,037	680,979	1,126,058	165.4%
Other Non-operating Revenue	179,722	274,601	(94,879)	-34.6%
Total Non-operating Revenues	<u>2,372,999</u>	<u>1,113,044</u>	<u>1,259,955</u>	<u>113.2%</u>
Non-operating Expenses				
Interest Expense	(692,351)	(725,758)	33,407	-4.6%
Total Non-operating Expenses	<u>(692,351)</u>	<u>(725,758)</u>	<u>33,407</u>	<u>-4.6%</u>
Change in Net Position	5,221,442	6,314,622	(1,093,180)	-17.3%
Total Net Position - Beginning of Year	<u>36,994,831</u>	<u>30,680,209</u>	<u>6,314,622</u>	<u>20.6%</u>
Net Position - Ending of Year	<u>\$ 42,216,273</u>	<u>\$ 36,994,831</u>	<u>\$ 5,221,442</u>	<u>14.1%</u>

The Authority's activities increased the net position \$5,221,442 to \$42,216,273. Key elements of this change are as follows:

Operating revenues increased \$1,211,203 (4.9%). Tipping Fees from diversion programs increased \$489,847. AB939 Fees increased by \$470,016. Solid Waste Tipping Fees increased \$297,256. Other Charges for services increased \$64,636. Sales of Materials decreased by \$110,565.

Operating expenses increased by \$3,597,745 (19.1%) to \$22,406,639. The majority of the increase is due to increases in year over year expenses in closure/post-closure discussed below. Personnel services includes an adjustment decrease of \$500,378 to the to pension liabilities. The remaining year over year expenses decreased \$158,941.

Depreciation increased \$159,693.

Closure/Post-Closure Maintenance Expenses increased \$4,257,066. The majority of the increase is due to a reduction in the closure and postclosure estimate for Crazy Horse Landfill in the amount of \$3,816,542 included in FY 2022-23. Other changes include, CPI increases of 3.6% to the liability for all sites, as well as actual expenditures at the closed sites.

Postclosure maintenance expenses for Crazy Horse Canyon Landfill were \$1,101,806. Postclosure maintenance expenses for Lewis Road Landfill were \$335,061. Postclosure maintenance expenses

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

for Jolon Road Landfill were \$235,454. For the active Johnson Canyon Landfill, Closure and Postclosure Liabilities are expensed as a percentage of capacity used at the landfill. The landfill is at 38.4% capacity as of June 30, 2024. Johnson Canyon closure expenses were \$239,841, and post closure expenses were \$195,147.

Investment earnings increased by \$1,126,058 due to increases in treasuries and overall investment. The \$692,351 in non-operating expenses is for interest paid on the Authority's long-term debt.

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets**

At the end of the fiscal year, the Authority had \$42,654,033 invested in capital assets, primarily in landfills as summarized below. During this fiscal year, the Authority added \$3,693,768 in depreciable assets, retired \$115,645 in assets, and recorded a depreciation expense of \$2,785,204. Additional information on the Authority's capital assets can be found in Note 6.

Salinas Valley Solid Waste Authority  
Condensed Statement of Capital Assets  
For the years ended June 30, 2024 and 2023

	2024	2023
Land	\$ 1,416,868	\$ 1,416,868
Buildings	4,058,523	3,285,467
Improvements other than buildings	66,330,168	65,524,616
Equipment	16,360,439	14,760,924
Right-to-use leased building	2,711,810	2,711,810
Water rights	400,000	-
Construction in progress	456,488	248,704
Total Capital Assets	91,734,296	87,948,389
Accumulated Depreciation	(49,080,263)	(46,410,704)
Net Capital Assets	\$ 42,654,033	\$ 41,537,685

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT’S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

**Long-Term Debt**

At the end of this fiscal year, the Authority had \$20.2 million in long-term debt as shown below. On February 22, 2022, Salinas Valley Solid Waste Authority issued Taxable bonds (Series 2022A) in the amount of \$25,595,000 to refund both the Alternative Minimum Taxable bonds (Series 2014A), and Taxable bonds (Series 2014B), which were issued to refund Series 2002 revenue bonds, and the Authority’s 1997 Installment Purchase Agreement. The remaining balance was included in the \$1.53 million deferred loss on refunding of bonds and will be amortized over the life of the 2022 Bonds. Additional information on the Authority’s long-term debt can be found in Note 8. S&P Global Ratings (“S&P”) has assigned a rating of “AA” to the Series 2022A Bonds.

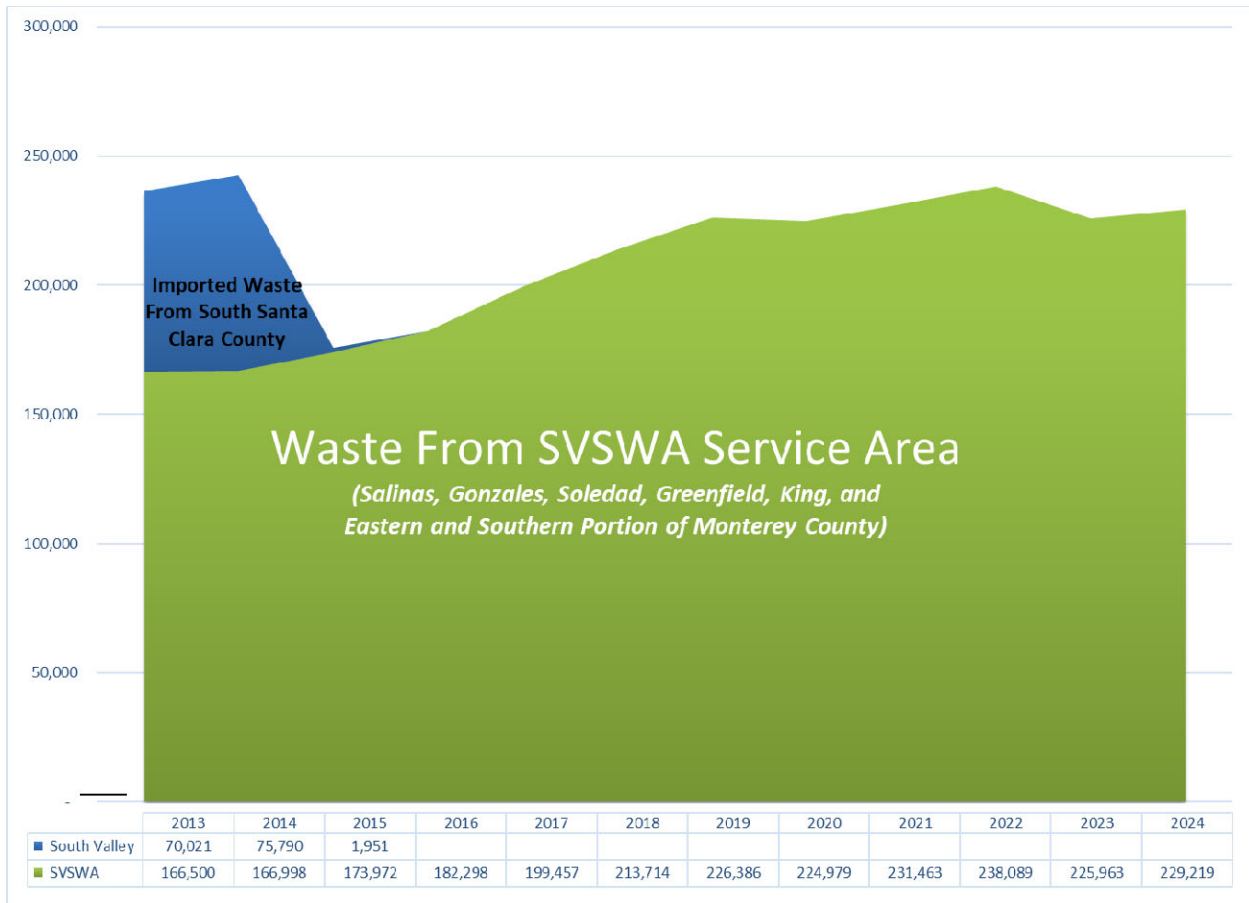
Salinas Valley Solid Waste Authority  
Condensed Statement of Long-Term Debt  
June 30, 2024 and 2023

	2024	2023
2022A (Taxable) Refunding Revenue Bond	\$ 20,195,000	\$ 22,895,000

SALINAS VALLEY SOLID WASTE AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2024

**ECONOMIC FACTORS AND NEXT YEAR'S RATES**

The Authority's operations are dependent on the amount of solid waste that is received at the landfills. A recession can have a drastic effect on solid waste tonnage, as was the case from 2006 to 2012 when the Great Recession led to a 25% decrease in landfilled tonnage. Tonnage remained largely unchanged from 2012 to 2014 and began an upward trend in 2015. The Authority closed Sun Street Transfer Station on September 10, 2022, which led to a 10% decrease in tonnage. However, tonnage returned to its upward trend in 2024. In 2024 the Authority landfilled 229,219 tons. Management has budgeted 217,500 tons during 2024-25 with a no change in the \$64.75 per ton tipping fee. The 2024-25 budget is balanced.



**CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Authority's finances and to show the Authority's accountability for the money it receives. If there are any questions about this report or need additional financial information, please contact the Authority's Finance Department, at the Salinas Valley Solid Waste Authority, 126 Sun Street, Salinas, California 93901.

SALINAS VALLEY SOLID WASTE AUTHORITY  
STATEMENT OF NET POSITION  
JUNE 30, 2024  
With Comparative Totals as of June 30, 2023

	2024	2023
Assets		
Current Assets		
Cash and Cash Equivalents	\$ 32,510,934	\$ 30,478,697
Restricted Cash and Cash Equivalents	768,864	692,921
Receivables, Net	2,377,816	2,404,589
Lease Receivable - Current Portion	100,704	131,107
Accrued Interest Receivable	391,274	265,510
Prepaid Expenses	106,335	127,801
Total Current Assets	36,255,927	34,100,625
Noncurrent Assets		
Restricted Cash and Cash Equivalents	5,154,024	5,071,170
Lease Receivable, Less Current Portion	-	100,704
Capital Assets, Net	42,654,033	41,537,685
Net OPEB Assets	321,182	-
Total Noncurrent Assets	48,129,239	46,709,559
Total Assets	84,385,166	80,810,184
Deferred Outflows of Resources		
Deferred Outflows Related to Pension Liabilities	2,898,255	1,962,218
Deferred Outflows Related to OPEB Liabilities	311,567	264,655
Deferred Loss on Refunding of Bonds	934,637	1,213,240
Total Deferred Outflows of Resources	4,144,459	3,440,113
Total Assets and Deferred Outflows of Resources	\$ 88,529,625	\$ 84,250,297

The accompanying notes are an integral part of this financial statement

SALINAS VALLEY SOLID WASTE AUTHORITY  
STATEMENT OF NET POSITION  
JUNE 30, 2024  
With Comparative Totals as of June 30, 2023  
(Continued)

	2024	2023
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 1,229,642	\$ 1,249,402
Wages Payable	199,227	162,819
Compensated Absences	122,717	109,341
Interest Payable	164,755	175,518
Lease - Current Portion	191,109	191,207
Bonds Payable - Current Portion	2,730,000	2,700,000
Unearned Revenues	719,861	258,494
Postclosure Payable - Current Portion	612,991	591,691
<b>Total Current Liabilities</b>	<b>5,970,302</b>	<b>5,438,472</b>
<b>Long Term Liabilities</b>		
Compensated Absences	765,330	677,697
Lease	2,143,945	2,335,054
Bonds Payable, Net	17,465,000	20,195,000
Closure Payable	3,265,919	3,026,078
Postclosure Payable, Less Current Portion	15,000,777	14,472,959
Net OPEB Liability	-	75,300
Net Pension Liability	809,494	378,477
<b>Total Long Term Liabilities</b>	<b>39,450,465</b>	<b>41,160,565</b>
<b>Total Liabilities</b>	<b>45,420,767</b>	<b>46,599,037</b>
<b>Deferred Inflows of Resources</b>		
Deferred Inflows Related to Leases	100,704	231,811
Deferred Inflows Related to Pension Liabilities	227,061	222,419
Deferred Inflows Related to OPEB Liabilities	564,820	202,199
<b>Total Deferred Inflows of Resources</b>	<b>892,585</b>	<b>656,429</b>
<b>Total Liabilities and Deferred Inflows of Resources</b>	<b>46,313,352</b>	<b>47,255,466</b>
<b>Net Position</b>		
Net Investment in Capital Assets	21,058,616	17,329,665
Restricted for Closure Reserve	1,888,105	2,045,092
Restricted for CALPERS Irrevocable Pension Trust Fund 115	-	392,106
Unrestricted	19,269,552	17,227,968
<b>Total Net Position</b>	<b>42,216,273</b>	<b>36,994,831</b>
<b>Total Liabilities, Deferred Inflows of Resources     and Net Position</b>	<b>\$ 88,529,625</b>	<b>\$ 84,250,297</b>

The accompanying notes are an integral part of this financial statement

SALINAS VALLEY SOLID WASTE AUTHORITY  
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
FOR FISCAL YEAR ENDED JUNE 30, 2024  
With Comparative Totals for fiscal year ended June 30, 2023

	2024	2023
Operating Revenues		
Charges for Services	\$ 25,495,068	\$ 24,173,300
Sales of Materials	452,365	562,930
Total Operating Revenues	25,947,433	24,736,230
Operating Expenses		
Personnel Services	8,851,477	9,938,646
Contractual Services	2,899,439	2,795,512
Operating Contracts	2,339,735	2,352,005
Supplies	1,470,510	1,475,180
Insurance	624,789	556,451
Taxes and Permits	614,738	576,869
Utilities	242,882	203,494
Depreciation and Amortization	2,785,204	2,625,511
Closure/Postclosure Maintenance	2,107,309	(2,149,531)
Hazardous Waste	178,357	167,960
Other	292,199	266,797
Total Operating Expenses	22,406,639	18,808,894
Operating Income	3,540,794	5,927,336
Non-Operating Revenues (Expenses)		
Grants and Contributions	386,240	157,464
Rental income	165,222	166,748
Investment Earnings	1,807,037	680,979
Interest Expense	(692,351)	(725,758)
Gain on Disposition of Capital Assets	14,500	107,853
Total Non-Operating Revenues (Expenses)	1,680,648	387,286
Change in Net Position	5,221,442	6,314,622
Total Net Position - Beginning of Year	36,994,831	30,680,209
Total Net Position - End of Year	\$ 42,216,273	\$ 36,994,831

The accompanying notes are an integral part of this financial statement

SALINAS VALLEY SOLID WASTE AUTHORITY  
STATEMENT OF CASH FLOWS  
FOR FISCAL YEAR ENDED JUNE 30, 2024  
With Comparative Totals for Fiscal Year Ended June 30, 2023

	2024	2023
Cash Flows from Operating Activities:		
Receipts from Customers and Users	\$ 25,675,136	\$ 24,336,173
Payments to Suppliers	(9,979,293)	(9,075,110)
Payments to Employees	(9,295,211)	(7,689,915)
Net Cash Provided by Operating Activities	6,400,632	7,571,148
Cash Flows from Noncapital Financing Activities:		
Grants and Contributions	1,146,677	358,141
Cash Flows from Capital and Related Financing Activities:		
Proceeds from Sale of Assets	14,500	129,399
Acquisition and Construction of Capital Assets	(3,901,552)	(1,974,030)
Principal Paid on Capital Debt	(2,891,207)	(2,885,549)
Interest Paid on Capital Debt	(424,511)	(399,376)
Net Cash Used in Capital and Related Financing Activities	(7,202,770)	(5,129,556)
Cash Flows from Investing Activities:		
Interest Received	1,295,214	581,997
Rental Income Received	165,222	166,748
Change in FMV of LAIF Investment	386,059	(100,282)
Net Cash Provided by Investing Activities	1,846,495	648,463
Net Increase in Cash and Cash Equivalents	2,191,034	3,448,196
Cash and Cash Equivalents at Beginning of Year	36,242,788	32,794,592
Cash and Cash Equivalents at End of Year	\$ 38,433,822	\$ 36,242,788
Cash and Cash Equivalents - Financial Statement Classification:		
Unrestricted Cash and Investments	\$ 32,510,934	\$ 30,478,697
Restricted Cash and Investments	5,922,888	5,764,091
Total Cash and Cash Equivalents - Financial Statement Classification	\$ 38,433,822	\$ 36,242,788

The accompanying notes are an integral part of this financial statement

SALINAS VALLEY SOLID WASTE AUTHORITY  
STATEMENT OF CASH FLOWS  
FOR FISCAL YEAR ENDED JUNE 30, 2024  
With Comparative Totals for Fiscal Year Ended June 30, 2023  
(Continued)

	2024	2023
Reconciliation of Operating Income to Net Cash		
Provided by Operating Activities:		
Operating Income	\$ 3,540,794	\$ 5,927,336
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization	2,785,204	2,625,511
(Increase) Decrease in Receivables	(272,297)	(400,057)
(Increase) Decrease in Prepaid Expenses	21,466	(17,915)
Increase (Decrease) in Accounts Payable	(19,760)	352,325
Increase (Decrease) in Wages Payable	36,408	(219,920)
Increase (Decrease) in Accrued Leave	101,009	76,685
Increase (Decrease) in Closure/Postclosure Payable	788,959	(3,164,783)
Increase (Decrease) in OPEB Liabilities and Related Deferrals	(80,773)	(27,981)
Increase (Decrease) in Pension Liabilities (Assets) and Related Deferrals	(500,378)	2,419,947
Total Adjustments to Net Income	2,859,838	1,643,812
Net Cash Provided by Operating Activities	\$ 6,400,632	\$ 7,571,148

The accompanying notes are an integral part of this financial statement

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

1. **Summary of Significant Accounting Policies:**

**Financial Reporting Entity:** The Salinas Valley Solid Waste Authority (Authority) is a joint exercise of powers authority, created pursuant to an agreement dated as of January 1, 1997, (the "Authority Agreement") among the County of Monterey and the cities of Salinas, Gonzales, Greenfield, Soledad and King (the "Members"). The Authority was established to acquire and manage the landfill assets of each member, ensure long-term landfill capacity of the Authority service area and provide unified and coordinated solid waste management for the member agencies.

The Authority is governed by a nine member governing board, consisting of three members of the Salinas City Council, two members of the Monterey County Board of Supervisors, and one City Council member each from the cities of Gonzales, Greenfield, King City and Soledad. Pursuant to the Authority Agreement, the affirmative vote of at least one member of the Authority Board who is a member of the Salinas City Council is required to approve Board actions.

**Accounting Principles:** The accounting policies of the Authority conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountant (AICPA).

**Basis of Presentation:** The financial activities of the Authority are accounted for in a single enterprise fund that reports the operations of the solid waste system, which is financed primarily by tipping fees. The solid waste system includes landfills, transfer stations, and resource recovery facilities located in Monterey County. Solid waste collection services are provided by local municipalities and private companies.

**Basis of Accounting:** The Authority's single enterprise fund is accounted for using the accrual basis of accounting. Revenue is recognized when earned and expenses are recognized when they are incurred.

**Measurement Focus:** The Authority's single enterprise fund is accounted for on a cost of service or "economic resources" measurement focus. This means that assets and all activities are included on the statement of net position. Operating statements present increases (revenues) and decreases (expenses) in net total assets. The financial statements distinguish operating revenue and expenses from non-operating items. Operating revenue and expenses generally result from providing services and producing and delivering services in connection with the Authority's principal ongoing operations. The principal operating revenues of the Authority are charges to residents and customers for waste collection and disposal and the revenues from the sale of processed waste materials. Operating expenses include the cost of waste disposal and recycling services, administrative expenses, closure and post closure maintenance, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

**Budgets:** The Authority adopts an annual operating budget as a financial plan for the year, pursuant to the legal requirements of the Authority's bond documents. The budget is adopted by the governing Board as an operating plan and budgetary basis financial statements are not presented because there is no legal requirement to report budgetary basis financial information.

**Cash and Cash Equivalents:** Cash and cash equivalents consist of petty cash, deposits in non-interest bearing checking accounts, public investment money market accounts, and investments with Local Authority Investment Fund (LAIF) managed by the State of California. Deposits in LAIF are generally available for withdrawal by the Authority on a next day basis and are therefore considered cash equivalents.

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

For purposes of determining cash equivalents, the Authority has defined its policy concerning the treatment of short-term investments to include investments with a maturity of three months or less when purchased as cash equivalents if management does not plan to reinvest the proceeds. Short-term investments that management intends to rollover into similar investments are considered part of the investment portfolio and are classified as investments.

Investments: Investments consisted of deposits in open end, money market mutual funds and deposits with the LAIF, an investment pool with restricted withdrawals, which is restricted for debt service. All investments are stated at fair value.

Accounts Receivable: Accounts receivable are composed primarily of monthly billings for tipping fees, services, and contractual amounts receivables. All accounts receivable are uncollateralized.

The Authority sets aside an allowance for uncollectible accounts based on an analysis of those accounts considered to be uncollectible at year-end. Accounts receivable are reported net of the allowance for uncollectible accounts.

Prepaid Expenses: Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses.

Restricted Cash: Restricted cash of the Authority represent funds required to be set-aside for the eventual closure of the landfills under state law and California Public Employees' Retirement System (CalPERS) irrevocable pension trust to hold cash and investments that are legally restricted for use in administering the Authority's pension plan. Restricted resources are used first to fund expenses incurred for restricted purposes.

Capital Assets: Capital assets which include property, plant, equipment, and landfills are recorded at historical cost or estimated historical cost if actual cost is not available. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value. Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$15,000 and an estimated useful life in excess of one year. Expenses, which materially extend the useful life of existing assets, are capitalized. Certain costs for professional services and interest associated with the acquisition and construction of capital assets have been capitalized. The cost of capital assets sold or retired is removed from the appropriate accounts and any resulting gain or loss is included in the change in net position.

The cost of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized.

Depreciation of capital assets other than landfill cells is computed using the straight-line method, beginning the following fiscal year, over the estimated useful lives of the assets, which are summarized as follows:

Buildings	20-40 years
Other Improvements	4-50 years
Machinery and Equipment	5-10 years

Landfill cells are depreciated/amortized based on units of consumption. Units-of-consumption depreciation rates are determined annually for our operating landfill at Johnson Canyon. The rates are based on estimates provided by our engineers and accounting personnel and consider the information provided by airspace surveys, which are performed at least annually. Significant changes in estimates could materially increase our landfill depletion rates, which could have a material adverse effect on financial condition and results of operations. In addition, by the time a

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

landfill stops accepting waste that landfill must be fully depreciated. This may lead to larger amounts of depreciation charged at the end of the landfill's life for projects capitalized in those latter years.

Compensated Absences: Authority employees accumulate Paid Time Off (PTO) which is payable to employees upon termination or retirement at the pay rate on that date. The Authority accrues unused PTO, and related taxes and benefits payable within one year on the statement of net position as current liabilities.

Public Employees Retirement System: The Authority offers two retirement plans to its employees. Employees hired before January 1, 2013, are members of the CalPERS Classic Plan and employees hired after January 1, 2013, are members of the California Public Employees' Pension Reform Act Plan (PEPRA Plan).

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expenses, information about the fiduciary net position of the Salinas Valley Solid Waste Authority's CalPERS plans and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS finance office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. See Note 11 for the CalPERS Classic Plan disclosures.

Post-Employment Benefits Other than Pensions: The Authority's net Other Post-Employment Benefits (OPEB) Obligation is recognized as a long-term liability in the Statement of Net Position, the amount is actuarially determined. The Authority offers health benefits to retirees under age 65 as well as their qualified dependents, as required by state law. The Authority joined The California Employer's Retiree Benefit Trust (CERBT) in 2017 to prefund its OPEB liability. Its initial cash contribution to the plan was \$438,000. For future contributions, the Authority will use the annual required contribution (ARC) of the employer, which is expected to prefund all unfunded liabilities by 2040.

Deferred Outflows and Inflows of Resources: In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until then.

*Pensions* - for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the CalPERS Public Employees Retirement System (CalPERS) and additions to/deductions from CalPERS' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

*Other Post-Employment Benefits (OPEB)* - for purposes of measuring the net OPEB liability, deferred outflows of resources, and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Authority's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

*Loss on Refunding* - the item that qualifies in this category is the deferred loss on refunding reported in the Statement of Net Position (deferred outflow). Deferred charges, resulting from the carrying value of refunded debt and its reacquisition price, are deferred and amortized over the shorter of the life of the refunded debt or refunding debt.

*Leases* – the item that qualifies in this category is the present value of future long-term lease revenue and will not be recognized as an inflow of resources (revenue) until that time.

Net Position: The statement of net position reports all financial and capital resources. Net position represents total assets and deferred outflows of resources less liabilities and deferred inflow of resources. There are three components of net position.

*Net Investment in Capital Assets* - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balance of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent, related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

*Restricted* - This component of net position consists of constraints placed on the use of net position by external restrictions imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. There are no net positions restricted by enabling legislation.

*Unrestricted* - This component of net position consists of net position that do not meet the definition of net investment in capital assets or restricted.

Operating Revenue Recognition: Revenue from tipping fees is recognized when the service is provided for customers using the Authority's facilities. Credit customers are billed monthly and non-credit customers pay at the transfer station, landfill, or resource recovery facility.

Grants: In the normal course of operations, the Authority receives funds from state agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement, which may arise as the result of these audits is not believed to be material.

Restricted and Unrestricted Resources: When both restricted and unrestricted resources are available for use, it is the Authority's practice to use restricted resources first, then unrestricted resources as they are needed.

Amortization: Premium, discount and insurance on long-term debt are amortized on the effective interest rate method over the life of the related debt issues.

Landfill Expenses: Landfill expenses include the cost to design and construct landfill cells on property permitted and approved as a landfill site. The design and construction costs for each cell are recorded as capital assets. Landfill expenses also include accruals for landfill closure and post closure care costs based on the landfill capacity used in each year.

Estimates: Management uses estimates and assumptions in preparing financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Comparative Prior Year Financial Information: Selected information regarding the prior year has been included in the accompanying financial statements. Certain reclassifications have been made to confirm current year presentation. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Authority's prior year financial statements, from which this selected financial data was derived.

New Accounting Pronouncements: The following Governmental Accounting Standards Board (GASB) Statements have been implemented in the current financial statements:

Statement No. 99	<i>"Omnibus 2022"</i>	The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023.
Statement No. 100	<i>"Accounting Changes and Error Corrections" - An Amendment of GASB Statement No. 62</i>	The provisions of this Statement are effective for fiscal years beginning after June 15, 2023.
Statement No. 101	<i>"Compensated Absences"</i>	The provisions of this Statement are effective for fiscal years beginning after December 15, 2023.

Future Accounting Pronouncements: GASB Statements listed below will be implemented in future financial statements:

Statement No. 102	<i>"Certain Risk Disclosures"</i>	The requirements of this Statement are effective for fiscal years beginning after June 15, 2024.
Statement No. 103	<i>"Financial Reporting Model Improvements"</i>	The provisions of this Statement are effective for fiscal years beginning after June 15, 2025.

**2. Cash and Investments:**

Cash and Investments: The bank balance and carrying value of the Authority's cash and investments, including restricted balances, at June 30, 2024 were as follows:

Cash and Cash Equivalents	
Unrestricted Cash	\$ 32,510,934
Restricted Cash	5,922,888
Total Cash and Cash Equivalents	\$ 38,433,822

The Authority's cash and investments at June 30, 2024, were held as follows:

Cash managed by the Authority's Treasurer	\$ 2,566,952
Investments managed by the Authority's Treasurer	35,866,870
Total Cash and Investments	\$ 38,433,822

SALINAS VALLEY SOLID WASTE AUTHORITY  
 NOTES TO BASIC FINANCIAL STATEMENTS  
 JUNE 30, 2024

The Authority’s investment policy conforms to state law (Government Code Sections 53601 through 53659). The investment of bond proceeds is governed by the specific Indenture of Trust. The investment policy is reviewed annually. The Authority’s investments are carried at fair value, as required by generally accepted accounting principles. The Authority adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

Investment in State Investment Pool (LAIF): The Authority participates in the California Local Agency Investment Fund (LAIF), an investment pool managed by the State of California. LAIF is a special fund of the California State Treasury through which local governments may pool investments. At June 30, 2024, the total fair value amount invested by all public agencies in LAIF is \$178,048,356,232 and managed by the State Treasurer. Of that amount, 3.00% is invested in medium-term and short-term structured notes and asset-back securities. No amounts were invested in derivative financial products. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute. The fair value of the Authority’s investment in this pool is reported in the accompanying financial statements at amounts based upon the Authority’s pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Pension Trust: The District established a trust account with California Public Employees’ Retirement System (CalPERS) to hold assets that are legally restricted for use in administering the District’s pension plan. The pension trust funds specific cash and investments which are managed by CalPERS under guidelines approved by the District to invest funds in California Employers’ Pension Prefunding Trust (CEPPT) Strategy 2.

The Guidelines and investment policies are as follows:

Risk Tolerance	Capital Appreciation
Risk Management	The CEPPT Strategy 2 portfolio is invested in various asset classes that are passively managed to an index. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer’s portfolio over the long term while bonds are intended to help provide income and stability of principal.
Investment Objective	The CEPPT Strategy 2 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.
Strategic Ranges	21% Global Equity (±5%) 61% Fixed Income (±5%) 9% REITs (±5%) 9% TIPS (±3%) 0% Cash (±2%)

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

Disclosures Related to Fair Value Measurement: The Authority measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Authority has the ability to access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the assets or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

At June 30, 2024, the Authority had no leveled investments. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Accordingly, the Authority's measured fair value of its proportionate share in these types of investments is based on uncategorized inputs not defined as a Level 1, Level 2, or Level 3 input.

Custodial Credit Risk: Custodial credit risk is defined as the risk that the Authority may not recover the securities held by another party in the event of a financial failure. The Authority's investment policy for custodial credit risk requires all investment securities to be held in the Authority's name by a third party safekeeping institution. All deposits with financial institutions are considered fully insured or collateralized pursuant to the custodial credit risk categories of GASB Statement No. 3. According to the investment policy, investment of bond proceeds are restricted by the provisions of relevant bond documents.

Credit Risk: The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. Investments of the Salinas Valley Solid Waste Authority shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The Authority only invests in those instruments that are considered very safe.

The LAIF managed by the State Treasurer, representing 98.8% of the investment portfolio, is not rated.

Investments held in trust accounts, such as a Section 115 pension trust, are governed by the trust documents. Irrevocable Pension Trust Fund 115 is managed by CalPERS, representing 1.2% of the investment portfolio, is not rated.

Interest Rate Risk: The Salinas Valley Solid Waste Authority uses the State of California's Local Agency Fund as its primary investment vehicle. LAIF spreads investments over various maturities which minimizes the risk of portfolio depreciation due to a rise in interest rates. The table below shows the distribution of the Authority's investments by maturity.

Concentration of Credit Risk: Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single issuer. The Authority's investment policy addresses the concentration of credit risk by limiting the maximum amount that may be invested in certain investments and in any one issuer, except for investments in LAIF. The investment in the LAIF account, representing 98.8% of the portfolio is not considered a concentrated risk

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

The Authority was in compliance with these limitations at June 30, 2024. At June 30, 2024, certain individual investments exceeded 5% of the total investment portfolio (including cash and cash equivalents) as follows:

Investment Type	Amount	Investment Maturities			% of Total
		0-6 Mths	6-12 Mths	1-5 Years	
State of California Local Agency Investment Fund	\$ 35,866,870	\$ 25,544,026	\$ 3,852,102	\$ 6,470,742	100.0

**3. Receivables, Net:**

Receivables and the related allowance for doubtful accounts at June 30, 2024, are summarized as follows:

Tipping Fee Accounts Receivable	\$ 1,910,217
Republic ML Hauling	184,072
Intergovernmental Grants Receivable	87,342
LFG Gas Royalties	71,716
QED Refund	37,554
Sales of Recycling Materials	33,638
Franchise Administration	23,693
MO. CO. Compost Procurement	14,539
Atlas JC Electricity	11,625
Employees' Flexible Spending Account	8,144
WM JR Electricity	4,827
Total Receivables	<u>2,387,367</u>
Allowance for Doubtful Accounts	<u>(9,551)</u>
Total Receivables, Net	<u><u>\$ 2,377,816</u></u>

**4. Loss on Bonds Refunding:**

The Authority had a loss on the refunding of the Series 2002 and 2014 Revenue Bonds, which is a deferred outflow of resources.

Deferred Outflows of Resources balances for the year ended June 30, 2024 were as follows:

	June 30, 2023	Increases	Decreases	June 30, 2024
Loss on Refunding of Bonds:				
2022A (Taxable) Refunding Revenue Bonds	<u>\$ 1,213,240</u>	<u>\$ -</u>	<u>\$ (278,603)</u>	<u>\$ 934,637</u>

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The loss is amortized using the effective interest rate method as principal payments are made and is attributed to each of the refunding series of bonds, as follows.

Fiscal Year Ending June 30,	Total
2025	\$ 243,495
2026	207,934
2027	171,791
2028	135,002
2029	97,469
2030-2031	78,946
	\$ 934,637

**5. Restricted Cash:**

Cash and investments of \$5,922,888 are recorded as restricted assets at June 30, 2024.

Cash and investments of \$5,154,024 are restricted by the California Integrated Waste Management Board for the closure of Johnson Canyon Landfill.

Cash and investments of \$657,231 are restricted by the California Department of Resources Recycling and Recovery for various grants related to recycling programs.

Cash and investments of \$4,520 are restricted by the Flexible Spending Arrangement for employees' pay out-of-pocket health and child care costs.

Cash and investments of \$107,113 are restricted by agreement with the Central Coast Recycling Media Coalition. These funds are to be used for the Tri-County public/private cooperative marketing and advertising projects.

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
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**6. Capital Assets, Net:**

The changes in capital assets of the Authority for the year ended June 30, 2024, are summarized as follows:

	June 30, 2023	Increases	Decreases	June 30, 2024
<b>Nondepreciable Assets:</b>				
Land	\$ 1,416,868	\$ -	\$ -	\$ 1,416,868
Construction in Progress	248,704	456,487	(248,703)	456,488
Total Nondepreciable Assets	<u>1,665,572</u>	<u>456,487</u>	<u>(248,703)</u>	<u>1,873,356</u>
<b>Depreciable Assets:</b>				
Buildings	3,285,467	773,056	-	4,058,523
Other Improvements	65,524,616	827,152	(21,600)	66,330,168
Machinery and Equipment	14,760,924	1,693,560	(94,045)	16,360,439
Right-to-Use Building	2,711,810	-	-	2,711,810
Water Rights	-	400,000	-	400,000
Total Depreciable Assets	<u>86,282,817</u>	<u>3,693,768</u>	<u>(115,645)</u>	<u>89,860,940</u>
Less Accumulated Depreciation	<u>(46,410,704)</u>	<u>(2,785,204)</u>	<u>115,645</u>	<u>(49,080,263)</u>
Total Depreciable Assets, Net	<u>39,872,113</u>	<u>908,564</u>	<u>-</u>	<u>40,780,677</u>
Total Capital Assets, Net	<u>\$ 41,537,685</u>	<u>\$ 1,365,051</u>	<u>\$ (248,703)</u>	<u>\$ 42,654,033</u>

The changes in accumulated depreciation by major class is summarized as follows:

	June 30, 2023	Increases	Decreases	June 30, 2024
Buildings	\$ (382,597)	\$ (87,620)	\$ -	\$ (470,217)
Other Improvements	(37,336,358)	(1,078,190)	21,600	(38,392,948)
Machinery and Equipment	(8,506,200)	(1,409,893)	94,045	(9,822,048)
Right-to-used Leased Building	(185,549)	(195,056)	-	(380,605)
Water Rights	-	(14,445)	-	(14,445)
Total	<u>\$ (46,410,704)</u>	<u>\$ (2,785,204)</u>	<u>\$ 115,645</u>	<u>\$ (49,080,263)</u>

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**7. Compensated Absences:**

Employees are eligible to receive their entire unused paid time off upon separation, or can elect to be paid annually for a maximum of fifteen days of annual leave, depending on years of service. At June 30, 2024, the liability for this accrued leave is \$888,047.

The changes in compensated absences of the Authority for the year ended June 30, 2024, are summarized as follows:

	June 30, 2023	Increases	Decreases	June 30, 2024
Compensated Absences				
Current	\$ 109,341	\$ 28,161	\$ (14,785)	\$ 122,717
Noncurrent	677,697	108,132	(20,499)	765,330
Total	<u>\$ 787,038</u>	<u>\$ 136,293</u>	<u>\$ (35,284)</u>	<u>\$ 888,047</u>

**8. Long Term Liabilities:**

The following is a summary of long term liabilities for the year ended June 30, 2024:

	June 30, 2023	Increases	Decreases	June 30, 2024	Due Within One Year
Direct Borrowings and Placements:					
2022A (Taxable) Refunding Revenue Bonds	\$ 22,895,000	\$ -	\$ (2,700,000)	\$ 20,195,000	\$ 2,730,000
Leases	2,526,261	-	(191,207)	2,335,054	191,109
Closure Payable	3,026,078	239,841	-	3,265,919	-
Postclosure Payable	15,064,650	1,911,745	(1,362,627)	15,613,768	612,991
Total Long Term Liabilities	<u>\$ 43,511,989</u>	<u>\$ 2,151,586</u>	<u>\$ (4,253,834)</u>	<u>\$ 41,409,741</u>	<u>\$ 3,534,100</u>

**Advance Refunding:** On February 22, 2022, Salinas Valley Solid Waste Authority issued Taxable bonds (Series 2022A) with a par value of \$25,595,000. These refunding revenue bonds were sold at par value for \$25,595,000. The purpose of the bond issuance was to refund both the Alternative Minimum Taxable bonds (Series 2014A), and Taxable bonds (Series 2014B). Which were issued to refund Series 2002 revenue bonds, and the Authority's 1997 Installment Purchase Agreement.

The refinancing is an advanced refunding. Proceeds of the new refunding bonds were deposited in an escrow account to pay principal and interest on the refunded bonds until the prepayment date of August 1, 2024, at which time, the remaining 2014 bonds will be paid off by the escrow agent.

Under current federal tax laws, a tax-exempt refinancing could have only been completed in 2024. However, refinancing with taxable Bonds allowed the Authority to lock in lower interest rates and achieve substantial savings. The interest rates of the 2022 Bonds are between .636% and 2.481% compared to interest rates between 4.641% and 5.5% remaining for the 2014 bonds. The advance refunding reduced the Authority's total debt service payment by \$1.61 million and resulted in an economic gain of \$1.28 million.

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The annual debt service requirements for the 2022A (Taxable) Refunding Revenue Bond are as follows:

2022A (Taxable) Refunding Revenue Bond Fiscal Year Ending June 30,	Direct Borrowings and Placements		
	Principal	Interest	Total
2025	\$ 2,730,000	\$ 381,569	\$ 3,111,569
2026	2,770,000	340,937	3,110,937
2027	2,820,000	293,020	3,113,020
2028	2,870,000	238,656	3,108,656
2029	2,935,000	177,880	3,112,880
2029-2031	6,070,000	149,140	6,219,140
	<u>\$ 20,195,000</u>	<u>\$ 1,581,202</u>	<u>\$ 21,776,202</u>

Closure and Postclosure Payable: The amounts accrued for Closure Payable and Postclosure Payable are mandated by the California Department of Resources, Recycling, and Recovery. This is the estimated liability for closing and maintaining for 30 years after closure the landfills of the Salinas Valley Solid Waste Authority.

**9. Landfill Closure and Postclosure Requirements:**

The Salinas Valley Solid Waste Authority operates a solid waste disposal system serving the waste shed of the cities of Salinas, Gonzales, Greenfield, Soledad and King, and the eastern and southern portions of the unincorporated area of Monterey County. The system currently consists of one active landfill (Johnson Canyon), two transfer stations (Sun Street and Jolon Road) and three closed landfills (Lewis Road, Jolon Road and Crazy Horse).

The landfills are regulated by the California Department of Resources, Recycling, and Recovery (CalRecycle) which requires the Authority to set-aside funds annually for landfill closure and to fund postclosure maintenance for at least 30 years after closure. On June 19, 1998, the CalRecycle, approved the Authority’s financial assurance mechanisms for closure and postclosure maintenance for the Authority’s four landfills. Since then, the CalRecycle and the Authority have agreed to the financial assurance mechanism for corrective action for the Jolon Road, Johnson Canyon, Lewis Road, and Crazy Horse Landfills. The State found that the Enterprise Fund and Pledge of Revenue Agreement met the requirements of Title 27 of the California Code of Regulations and Federal Title 40 regulations. Under the terms of these agreements, the Authority is to annually set-aside funds for the closure of the landfills. The postclosure maintenance and corrective action costs will be funded on a pay-as-you go basis when they are actually incurred and are secured by a pledge of revenue.

Closure costs are determined and funded annually based on landfill capacity used. Although postclosure maintenance costs will be paid near or after the date that the landfills stop accepting waste, the Authority reports a portion of these costs as an operating expense in each period based on landfill capacity used as of each Statement of Net Position date.

Postclosure maintenance costs are based on the level of service required to protect the environment during the postclosure period. These include the cost of equipment and facilities, such as leachate collection systems and final cover maintenance. Postclosure care costs extend over a 30 year period of time. For this reason, it is likely there will be unforeseen repair or replacement costs during the postclosure period. Some of these variances are due to changes in technologies, changes in operational conditions and physical changes at the landfills. Estimated current costs of closure and postclosure care are evaluated annually as required by Generally Accepted Accounting Principles

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(GAAP). The results of the annual evaluation can increase or decrease closure and postclosure costs depending on the various components here described.

The system estimated capacity at June 30, 2024 is as follows:

	Johnson Canyon
Permitted Capacity (cu. yd.)	16,280,000
Cumulative Capacity Used (cu. yd.)	(6,322,477)
Remaining Capacity (cu. yd.)	9,957,523

System Capacity: As of June 30, 2024, the Authority has 61.16% of its system capacity remaining. System capacity is based on the capacity of the one active landfill, Johnson Canyon. During the fiscal year ended June 30, 2024, the Authority landfilled a total of 229,218 tons of solid waste. As of June 30, 2024 the Authority has 39 years remaining landfill capacity at the FY 2023-24 fill rate.

Johnson Canyon Landfill: On December 21, 2021, Johnson Canyon was granted a revised permit by the California Integrated Waste Management Board increasing its landfill capacity. The site capacity estimates, closure, and postclosure costs were revised as part of the permit process. Johnson Canyon Landfill has capacity to the year 2064 based on remaining capacity and current in-place density per 2024 calculations.

Closed Landfills: Crazy Horse Landfill was closed on May 31, 2009 and received closure certification from CalRecycle in January 2017. Jolon Road Landfill is accepting waste only as a transfer station. The landfill was closed in October 2007. Lewis Road Landfill is a closed landfill. No refuse is being landfilled at any of these sites.

Closure and Postclosure Maintenance Costs: Estimated closure and postclosure maintenance costs and amounts set-aside for closure as of June 30, 2024, are presented as follows:

	Total	Crazy Horse	Johnson Canyon	Lewis Road	Jolon Road
<u>Estimated:</u>					
Closure Cost	\$ 8,409,547	\$ -	\$ 8,409,547	\$ -	\$ -
Postclosure Maintenance Cost	19,798,837	9,404,028	6,842,357	2,056,666	1,495,786
Total Estimated	\$ 28,208,384	\$ 9,404,028	\$ 15,251,904	\$ 2,056,666	\$ 1,495,786
<u>Expense:</u>					
Closure	\$ 239,841	\$ -	\$ 239,841	\$ -	\$ -
Postclosure Maintenance	1,867,468	1,101,806	195,147	335,061	235,454
Total Expense	\$ 2,107,309	\$ 1,101,806	\$ 434,988	\$ 335,061	\$ 235,454
<u>Outstanding Liability:</u>					
Closure	\$ 3,265,919	\$ -	\$ 3,265,919	\$ -	\$ -
Postclosure Maintenance	15,613,768	9,404,028	2,657,288	2,056,666	1,495,786
Total Liability	\$ 18,879,687	\$ 9,404,028	\$ 5,923,207	\$ 2,056,666	\$ 1,495,786
Assets Set-Aside for Closure-Cash	\$ 5,154,024	\$ -	\$ 5,154,024	\$ -	\$ -
Cash over Closure Liability	\$ 1,888,105	\$ -	\$ 1,888,105	\$ -	\$ -

Crazy Horse Landfill estimated postclosure costs increased \$326,781 as a result of a CalRecycle inflation factor of 103.6%. Current year postclosure expenditures were \$775,025.

Johnson Canyon Landfill estimated closure costs increased \$239,841 as a result of a CalRecycle inflation factor of 103.6%, and 1.6% of total capacity used during FY 2023-24.

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Johnson Canyon Landfill estimated postclosure costs increased \$195,147 as a result of a CalRecycle inflation factor of 103.6%, and 1.6% of total capacity used during FY 2023-24.

Lewis Road Landfill estimated postclosure costs increased \$71,467 as a result of the revised CalRecycle inflation factor of 103.6%. Current year postclosure expenditures were \$263,594.

Jolon Road Landfill estimated postclosure costs decreased \$44,277 as a CalRecycle inflation factor of 103.6% and a reduction in the amount of years required for the pledge of revenue. Current year postclosure expenditures were \$279,731.

The postclosure maintenance liability of \$15,613,768 will be funded from future revenues as expenditures take place.

**10. Deferred Compensation Plan:**

Effective July 1, 2004, the Authority established a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Small Business Job Protection Act of 1996 requires the establishment of a trust or similar vehicle to ensure that the assets of the deferred compensation plans under the Internal Revenue Code Section 457 are protected and used exclusively for the benefit of plan participants and/or their beneficiaries. All employees are eligible to participate through voluntary salary reduction. The Authority's adopted Plan Document includes the provision for such a Trust. The existence of the trust does little to change the Plan structure except to add a layer of protection for money set aside for the employee against claims of the Employer's creditors.

The Authority's deferred compensation plan is administered by the ICMA Retirement Corporation. The Deferred Compensation plan has a balance of \$2,053,779 as of June 30, 2024. Since these funds are held by the ICMA Retirement Corporation under a trust arrangement for the benefit of the employees, these funds are not reported on the financial statements.

**11. Retirement Programs:**

**A. General Information about the Pension Plan**

Plan Description: All qualified employees are eligible to participate in the Authority's Miscellaneous Employee Pension Plan, cost-sharing multiple employer defined benefit pension plan administered by the California Public Employees Retirement System (CalPERS). The Authority selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided: CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members or beneficiaries. The Authority entered into a contract with CalPERS effective July 1, 2004 to provide 2% at 55 annual retirement benefits for Local Miscellaneous Members. The California Public Employees' Pension Reform Act (PEPRA) was approved in 2012. It provides a 2% at 62 annual retirement benefit for employees hired after January 1, 2013. All CalPERS participant pension benefits vest after five years of service. Once vested, the plan provides an annual pension at retirement using the following calculation. The employee's final eligible compensation, multiplied by the percentage that corresponds to the employee's age at retirement, multiplied by the number of years of service in the system.

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The Plans' provisions and benefits in effect at June 30, 2024, are summarized as follows:

	Miscellaneous	
	Classic	PEPRA
Hire date	*Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2% @ 55	2.0% at 62
Benefit vesting schedule	5 years service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50-63	52-67
Monthly benefits, as a % of eligible compensation	1.426%-2.418%	1.000% to 2.500%
Required employee contribution rates	7.00%	7.750%
Required employer contribution rates	12.520%	7.870%
Required payment of unfunded liability	\$33,751	\$8,107

*\*Plan is closed to new members. Miscellaneous members that were CalPERS participants before January 1, 2013, with no break of service over six months, may continue in the plan.*

Contributions: Section 20814(c) of the California Public Employee's Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Funding contributions are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Authority is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The CalPERS contract was amended effective July 2, 2018 to include a 1% cost sharing for classic local miscellaneous members. Employees began paying 1% of the required employer contribution rate in addition to the 7% required employee contribution rate.

The Authority's contributions were as follows:

	Fiscal Year Paid	
	2023/24	2022/23
Misc. Classic	\$ 1,236,823	\$ 254,605
Misc. PEPRA	442,429	174,477
	<u>\$ 1,679,252</u>	<u>\$ 429,082</u>

**B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2024, the Authority reported a net pension liability for its proportionate share of the net pension liability was as follows:

	Fiscal Year Ended		Increase/(Decrease)
	June 30, 2024	June 30, 2023	
Authority's Miscellaneous Plan	\$ 809,494	\$ 378,477	\$ (431,017)
Total Net Pension Liability	<u>\$ 809,494</u>	<u>\$ 378,477</u>	<u>\$ (431,017)</u>

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The Authority adopted and funded a Section 115 pension trust in fiscal year 2020-21 to help mitigate against the rising cost of pension contributions. At June 30, 2024 the Authority's Section 115 trust is reflected in the restricted cash balance of \$392,106. See Note 2 for further discussion.

The Authority's net pension liability is measured as the proportionate share of the net pension liability. The net pension liability is measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2023, rolled forward to June 30, 2024 using standard update procedures. The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contributions to the pension plans relative to the projected contributions for all participating employers, actuarially determined. The Authority's proportionate share of the net pension liability as of June 30, 2024 and 2023 were as follows:

	Percentage Share of Risk		Change:
	6/30/2024	6/30/2023	Increase/(Decrease)
Measurement date	6/30/2023	6/30/2022	
Percentage of Plan (PERF C) NPL	0.00649%	0.00328%	0.00321%

For the year ended June 30, 2024, the Authority recognized a pension credit of \$500,378. At June 30, 2024, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 41,353	\$ 6,415
Changes in assumption	48,873	-
Net differences between projected and actual earnings on plan investments	131,064	-
Change in employer's proportion	997,713	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	220,646
Pension contributions subsequent to measurement date	1,679,252	-
Total	\$ 2,898,255	\$ 227,061

\$1,679,252 reported as deferred outflows of resources related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Recognition of amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	
2025	\$ 539,710
2026	327,684
2027	120,788
2028	3,760
Total	\$ 991,942

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Actuarial Methods and Assumptions Used to Determine Pension Liability\*: The total pension liability for the June 30, 2023 measurement period was determined by an actuarial valuation as of June 30, 2023, with update procedures used to roll forward the total pension liability to June 30, 2024.

Total pension liability was based on the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds The Mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvements using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.
Post Retirement Benefit Increase	Contract COLA up to 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies.

\*The Mortality table used was developed based on CalPERS' specific date. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of the scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Changes of Assumptions: The discount rate for the PERF C, changed from 7.15% to 6.90%. The inflation assumptions changed from 2.50% to 2.30%.

Discount Rate: The discount rate used to measure the total pension liability for PERF C was 6.90%.

The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-term Expected Rate of Return: In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

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The expected real rates of return by asset class for the fiscal year ended June 30, 2024 were as follows:

Asset Class	Assumed Asset Allocation	Real Return Years 1-10 <sup>1,2</sup>
Global equity - cap-weighted	30.00%	4.54%
Global equity - non-cap-weighted	12.00	3.84
Private equity	13.00	7.28
Treasury	5.00	0.27
Mortgage-backed Securities	5.00	0.50
Investment Grade Corporates	10.00	1.56
High Yield	5.00	2.27
Emerging Market Debt	5.00	2.48
Private Debt	5.00	3.57
Real Assets	15.00	3.21
Leverage	(5.00)	(0.59)

*This information is from the CalPERS Report:*

*<https://www.calpers.ca.gov/docs/forms-publications/gasb-68-public-agency-schedules-2022.pdf>*

<sup>1</sup> An expected inflation of 2.00% used for this period.

<sup>2</sup> Figures are based on the 2021-22 Asset Liability Management Study.

Amortization of Deferred Outflows and Deferred Inflows of Resources: The Net Difference Between Projected and Actual Earnings on Pension Plan Investments is amortized over a five-year period on a straight-line basis. One-fifth is recognized in pension expense during the measurement period, and the remaining Net Difference Between Projected and Actual Investment Earning on Pension Plan Investments is amortized over the remaining amortization periods. The Net Difference Between Projected and Actual Investment Earnings on Pension Plan Investments in the Schedule of Collective Pension Amounts represents the unamortized balance relating to the current measurement period and the prior measurement periods on a net basis.

Deferred outflows of resources and deferred inflows of resources relating to Differences Between Expected and Actual Experience and Changes of Assumptions are amortized over the Expected Average Remaining Service Lifetime (EARSL) of members provided with pensions through the Plan determined as of the beginning of the related measurement period. The EARSL for PERF C for the June 30, 2023 measurement date is 3.7 years, which was obtained by dividing the total service years of 574,665 (the sum of remaining service lifetimes of all active employees) by 153,587 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

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Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:  
The following presents the Authority’s proportionate share of the net pension liability for each Plan, calculated using the discount rate of 6.90%, as well as what the Authority’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate		
	5.90% (1% Decrease)	6.90% (Current Rate)	7.90% (1% Increase)
Measurement date	June 30, 2023		
Fiscal Year End	June 30, 2024		
Net Pension Liability (Asset)	\$ 2,757,192	\$ 809,494	\$ (793,629)

Pension Plan Fiduciary Net Positions: Detailed information about each plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

Subsequent Events: There were no subsequent events that would materially affect the results presented in this disclosure.

**12. Other Post Employment Benefit (OPEB):**

**A. General Information about the OPEB Plan**

For purposes of measuring the net OPEB liability, deferred outflows of resources, and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Authority’s plan (OPEB Plan) and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes.

For this report, the following timeframes are used:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2023
Measurement Period	July 1, 2022 to June 30, 2023

Plan Description: The Authority joined the Public Employees' Medical & Hospital Care Act (PEMHCA) in 2004. It is an agent multiple-employer plan administered by California Public Employees’ Retirement System (CalPERS). PEMHCA governs health care provided to employees and retirees under health care plans administered by CalPERS. All public agencies providing health care to their active employees through CalPERS PEMHCA plans are also required to offer health care under those plans to their retirees.

OPEB Trust: The Authority joined The California Employers’ Retiree Benefit Trust (CERBT) in 2017 to prefund its OPEB liability. CERBT is an agent multiple employer defined plan for other post-employment benefits administered by CalPERS. The Plan includes participating employers of the State of California and public agencies. CalPERS is governed by a 13-member Board of Administration (the Board); two elected by CalPERS members, one elected by retired members of CalPERS, two appointed by the Governor, one public representative appointed jointly by the Speaker of the Assembly and Senate Rules Committee, and four ex-officio members: State Treasurer, State Controller, Director of California Department of Human Resources, and Designee of the State Personal Board. The Board is responsible for the management and control of CalPERS, including the exclusive control of the administration and investments of the Plan.

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The plan information is as follows:

Fiscal Year End	June 30, 2024
Plan Type	Agent Multiple Employer
OPEB Trust	Yes
Special Funding Situations	No
Nonemployer Contributing Entities	No

Benefits Provided: PEHMCA provides employees who retire directly from the Authority after five years of service a cash subsidy for monthly medical insurance premiums. Employees with 20 years of service with the Authority that do not retire directly from the Authority can request benefits later. Benefits are also paid to the surviving spouse of retirees who elected CalPERS joint and survivor payment options, as well as spouses of an active employee who died while eligible to retire receiving CalPERS survivor’s benefit. The Minimum Employer Contribution amount is prescribed by Government Code Section 22892 of the PEMHCA. It was originally established as a specific dollar value with specified increases from calendar years 2004 through 2008. Starting in calendar year 2009, the calculated adjustments are based upon the medical care component of the Consumer Price Index-Urban (CPI-U). The Authority opted for the unequal method of distribution when it joined in 2004. Using this method, the Authority pays a percentage of the contribution, with the percentage paid increasing by 5% each year. The minimum amount in 2024 is \$157 per month.

Employees Covered: As of the June 30, 2023 measurement date, the following current and former employees were covered by the benefit terms under the PEMHCA Plan:

	Number of Covered Participants
Inactive Employees Currently Receiving Benefit Payments	4
Inactive Employees Entitled to but not yet Receiving Benefit Payments	7
Actives Employees	62
Total Employees	73

Contributions: In 2017, the Authority joined CERBT to prefund it’s OPEB liability. The Authority will use the annual required contribution (ARC) of the employer for the future contributions, which is expected to prefund all unfunded liabilities by 2040. The cash contributions to this fund during the fiscal year ended June 30, 2024, were \$150,000. Authority payments for retired benefits, net investment earnings of the plan, and the estimated implied subsidy was \$21,576 resulting in total payments of \$171,576.

**B. OPEB Liabilities, OPEB Expenses, and Deferred Outflows/Inflows of Resources Related to OPEB**

As of June 30, 2024, the authority reported net OPEB liability (asset) as follows:

Fiscal Year Ended	June 30, 2024	June 30, 2023
Measurement Date	June 30, 2023	June 30, 2022
Total OPEB Liability (TOL)	923,591	\$ 1,179,834
Fiduciary Net Position (FNP)	1,244,773	1,104,534
Total Net OPEB Liability (Asset)	\$ (321,182)	\$ 75,300
Funded status (FNP/TOL)	134.8%	93.6%

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Changes in the OPEB Liability (Asset): The changes in the net OPEB liability (asset) for the Authority Plan are as follows:

<u>Changes in Net OPEB Liability</u>	<u>Total OPEB Liability (a)</u>	<u>Fiduciary Net Position (b)</u>	<u>Net OPEB Liability (Asset) (a) - (b)</u>
Balance at June 30, 2023 (Measurement Date June 30, 2022)	\$ 1,179,834	\$ 1,104,534	\$ 75,300
Service Cost	111,607	-	111,607
Interest	70,582	-	70,582
Changes of Benefit Terms	-	-	-
Actual versus Expected Experience	(197,699)	-	(197,699)
Changes of Assumptions	(224,472)	-	(224,472)
Employer Contributions	-	135,202	(135,202)
Employee Contributions	-	-	-
Net Investment Income	-	21,779	(21,779)
Benefit Payments	(16,261)	(16,261)	-
Administrative Expenses	-	(481)	481
Net Changes	<u>(256,243)</u>	<u>140,239</u>	<u>(396,482)</u>
Balance at June 30, 2024 (Measure Date June 30, 2023)	<u>\$ 923,591</u>	<u>\$ 1,244,773</u>	<u>\$ (321,182)</u>

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB: For the fiscal year ended June 30, 2024, the Authority recognized OPEB expense of \$84,417. As of the fiscal year ended June 30, 2024, the Authority reported deferred outflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ -	\$ 357,074
Changes of Assumptions	12,915	207,746
Net Differences Between Projected and Actual Earnings on Plan Investments	127,076	-
Employer Contributions after Measurement Date	171,576	-
Total	<u>\$ 311,567</u>	<u>\$ 564,820</u>

Deferred outflows of resources in the amount of \$171,576 related to contributions subsequent to the measurement date and will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2025.

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Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expenses as follows:

<u>Year Ending June 30,</u>	
2025	\$ (24,085)
2026	(23,285)
2027	(8,572)
2028	(49,242)
2029	(58,065)
Thereafter	<u>(261,580)</u>
Total	<u>\$ (424,829)</u>

Recognition of Deferred Outflows and Deferred Inflows of Resources: To smooth market volatility, gains and losses related to changes in total OPEB liability and fiduciary net position are recognized over five years. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

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Actuarial Methods and Assumptions Used to Determine the OPEB Liability: The Authority's net OPEB liability was measured as of June 30, 2023. The total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2023, that was used to determine the June 30, 2024 total OPEB liability, based on the following actuarial methods and assumptions:

Significant Accounting Actuarial Assumptions and Methods:

Fiscal Year End	June 30, 2024
Measurement Date	June 30, 2023
Valuation Date	June 30, 2023
<hr/>	
Contribution Policy	Authority plans to contribute at least the full ADC
Discount Rate and Long-Term Expected	5.50% at June 30, 2023
Rate of Return on Assets	5.50% at June 30, 2022
	Expected Authority contributions projected to keep sufficient plan assets to pay all benefits from trust
General Inflation	2.50% annually
Mortality, Retirement, Disability, Termination	CalPERS 2000-2019 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2021
Salary Increases	Aggregate - 2.75% annually
	Merit - CalPERS 2000-2019 Experience Study
Medical Trend	Non-Medicare - 6.75% for 2023, decreasing to an ultimate rate of 4.0% in 2076
	Medicare (Non-Kaiser) - 7.5% for 2025, decreasing to an ultimate rate of 3.45% in 2076
	Medicare (Kaiser) - 6.25% for 2025, decreasing to an ultimate rate of 3.45% in 2076
PEMHCA Minimum Increases	3.50% annually
Healthcare Participation	Actives & surviving spouses: 70%
	Retirees & surviving spouses:
	Covered - 100%
	Waived - 0%
Changes of assumptions	Discount rate was updated based on newer capital market assumptions
	Inflation assumption dropped from 2.75% to 2.50%, which dropped the discount rate, medical trend, and aggregate payroll increase by 0.25%
	Updated medical and PEMHCA minimum trend
	Updated assumption for Medicare eligible implied subsidy
	Updated participation assumption
	New rates from CalPERS Experience Study
	Mortality improvement scale was updated to Scale MP-2021
Changes of benefit terms	None

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Discount Rate: The discount rate used to measure the total OPEB liability was 5.50%. The projection of cash flows used to determine the discount rate assumed that Authority contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan’s fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Expected Long Rate of Return: The long-term expected rate of return on OPEB plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Measurement Date	June 30, 2023	
CERBT Investment Strategy #3	Target	Expected Real
Asset Class	Asset Allocation	Rate of Return
Global Equity	23%	4.56%
Fixed Income	51%	1.56%
TIPS	9%	-0.08%
Commodities	3%	1.22%
REITs	14%	4.06%
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return, Rounded		5.25%

Discount Rate Sensitivity Analysis: The following schedule shows the impact of the Net OPEB Liability (Asset) if the discount rate used was 1% less than and 1% greater than the discount rate that was used (5.5%) in measuring the Net OPEB Liability (Asset).

	Discount Rate		
	(1% Decrease)	(Current Rate)	(1% Increase)
	4.50%	5.50%	6.50%
Net OPEB Liability (Assets)	\$ (174,660)	\$ (321,182)	\$ (441,487)

Medical Trend Sensitivity Analysis: The following presents the net OPEB liability of the Authority if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

	Healthcare Trend		
	(1% Decrease)	(Current Trend)	(1% Increase)
Net OPEB Liability (Assets)	\$ (474,268)	\$ (321,182)	\$ 366,119

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**13. Concentrations:**

The Authority received 65.81% of its Charges for Services (tipping fees) from two haulers: Republic Services and Waste Management. These two haulers comprised approximately \$1,344,160, (70.37%) of accounts receivable balances at June 30, 2024. A major reduction in revenue from any of the above sources may have a significant effect on the future operations of the Authority.

Under the Waste Delivery Agreements that support the Revenue Bonds and under the Joint Powers Agreement, establishing the Authority, each member agency is required to direct all garbage to Authority facilities. They do this by means of the Franchise Agreements with their respective haulers. Republic Services, serving the City of Salinas, and Waste Management serving Unincorporated Monterey County and the City of King, are required to bring their garbage and yard waste to Authority facilities.

**14. Commitments and Contingencies:**

Risk Management: The Authority is exposed to various risks of losses related to torts, theft of, damage to, and destruction of assets, errors, and omissions, injuries to employees, and natural disasters. Effective July 1, 2023, the Authority purchased worker’s compensation insurance through the State Compensation Insurance Fund for its employees.

The Authority has the following commercial insurance policies:

Coverage	Detail	Limits	Deductible
Environmental Impairment Liability	Per Occurrence	\$ 10,000,000	\$ 25,000
Property Insurance	Aggregate	10,000,000	50,000
Environmental Excess Liability	Per Occurrence	10,000,000	-
Earthquake	Per Occurrence	5,294,057	50,000
General Liability	Per Occurrence	1,000,000	-
	Aggregate	2,000,000	-
Commercial Auto	Per Accident	1,000,000	1,000
Public Officials and Employment Practice Liability	Each Act	1,000,000	25,000
Crime	Each Act	1,000,000	5,000
Cyber	Aggregate	1,000,000	5,000
Workers Compensation	-	1,000,000	-

There have been no significant reductions in any insurance coverage, nor have there been any insurance related settlements that exceeded insurance coverage during the past three fiscal years.

Corrective Action Plan: The California Code of Regulations requires landfill owners and operators to demonstrate the availability of financial resources to conduct corrective action activities for all known or reasonably foreseeable releases of contaminants from the disposal facility affecting water quality.

The Authority has conducted studies to determine the site remediation cost to mitigate those releases. These cost estimates are incorporated into the Final Closure and Postclosure Maintenance Plan for each of the landfills. These amounts have been reviewed and approved by CalRecycle and the Regional Water Quality Control Board.

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
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The estimated cost of capital improvements and operations and maintenance costs to mitigate a potential release of contaminants at the Authority landfills is estimated as follows:

Landfill - Action	Capital Improvements	Operations & Maintenance	Contingency	Total
Johnson Canyon	\$ 527,059	\$ 449,733	\$ -	\$ 976,792
Crazy Horse	4,116,562	9,318,956	-	13,435,518
Jolon Road	-	1,842,983	-	1,842,983
Lewis Road	155,273	285,996	44,291	485,560
Total Corrective Actions	<u>\$ 4,798,894</u>	<u>\$ 11,897,668</u>	<u>\$ 44,291</u>	<u>\$ 16,740,853</u>

The capital improvements costs are one-time costs. The maintenance costs are the total estimated cost ranging from 15 years for Lewis Road to 60 years for Johnson Canyon. If there should be a release at one of the landfill sites, the Authority would have to spend up to the amounts shown on capital improvements. If the capital improvements have to be completed, the Authority would be obligated to spend the maintenance amounts shown on the table for maintenance of the improvements.

These amounts have not been recorded as a liability because while some releases are possible, they are not considered probable or if they are considered probable, they are not sufficiently measurable.

**15. Leases:**

Lease Receivable: The Authority leases a Corporation Yard to a third party. The lease terms expire through June 2025, and the Authority receives monthly payment of \$4,750 monthly plus annual increases based on the consumer price index. Monthly payments for the year ended June 30, 2024 were \$6,077. The Authority recognized \$69,701 in lease revenue and \$3,224 in interest revenue during the current fiscal year related to this lease. As of June 30, 2024, the Authority's receivable for lease payments was \$69,882 and is classified as current. The Authority also has deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2024, the balance of the deferred inflow of resources was \$69,882.

The Authority leases office space to a third party. The lease terms expire through December 2024, and the Authority receives monthly payments from a fixed payment schedule. Monthly payments on June 30, 2024 were \$5,642. The Authority recognized \$66,156 in lease revenue and \$6,201 in interest revenue during the current fiscal year related to this lease. As of June 30, 2024, the Authority's receivable for lease payments was \$30,822 and is classified as current. The Authority also has deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2024, the balance of the deferred inflow of resources was \$30,822.

Lease Payable: The Authority entered into a multi-year lease from July 2022 through September 2036 for the use of a building on Madison Lane. An initial lease liability was recorded in the amount of \$2,711,810. As of June 30, 2024, the value of the lease liability was \$2,335,054. The Authority is required to make monthly principal and interest payments of \$16,234 plus annual increases based on the consumer price index for all urban consumers not to exceed 4%. The lease has an interest rate of 3.98%. The leased building has a 14 year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was \$2,331,205 net of accumulated depreciation of \$380,605 as of June 30, 2024.

SALINAS VALLEY SOLID WASTE AUTHORITY  
 NOTES TO BASIC FINANCIAL STATEMENTS  
 JUNE 30, 2024

The future principal and interest payments as of June 30, 2024, were as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 191,109	\$ 19,598	\$ 210,707
2026	191,011	28,124	219,135
2027	190,914	36,986	227,900
2028	190,818	46,198	237,016
2029	190,717	55,780	246,497
2030 - 2034	952,123	436,388	1,388,511
2035 - 2037	428,362	292,245	720,607
	<u>\$ 2,335,054</u>	<u>\$ 915,319</u>	<u>\$ 3,250,373</u>

**16. Related Parties:**

The Authority entered into a memorandum of understanding (MOU) with the City of Gonzales for mitigation issues for hosting the landfill, under this agreement, the Authority will pay the City \$20,833 per month commencing on the date of closure of the Crazy Horse landfill until the initial landfill expansion is entirely filled up by disposed solid waste.

Monterey County Environmental Health serves as the Local Enforcement Agency (LEA) for CalRecycle. They are empowered by CalRecycle to implement programs, locally designated activities, and has primary responsibility for ensuring the correct operation and closure of solid waste facilities. The Authority paid Monterey County Environmental Health \$86,031 in LEA permit fees for its facilities and an additional \$112,691 for its share of \$496,080 in Regional Fees, which are allocated by the percent of total annual county-wide tonnage disposed. After deduction of individual facility permit fees, the Regional Fees are used to fund the LEA's Load Checking Response Program, Illegal Dumping Response and Prosecution, Legislative Development, AB 939 Administration, Diversion/Recycling Programs, and other LEA related services. Total payments to Monterey County Environmental Health during FY 2023-24 were \$198,992.

SALINAS VALLEY SOLID WASTE AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2024

**17. Net Position:**

Net position represents total assets and deferred outflows of resources less liabilities and deferred inflows of resources. Designations of unrestricted net position represents the Authority Board of Director’s intention for the use of resources.

The net position amounts at June 30, 2024 were as follows:

Net Investment in Capital Assets	\$ 21,058,616
Restricted:	
Restricted for Closure Reserve	1,888,105
Unrestricted	
Designated	
Designated for Capital Projects Reserve	4,093,075
Designated for Operations Reserve	3,264,000
Designated for Environmental Impairment Reserve	2,678,487
	10,035,562
Undesignated	9,233,990
Total Unrestricted	19,269,552
Total Net Position	\$ 42,216,273

**18. Bond Rate Covenant:**

Pursuant to the Master Indenture of the Revenue Bonds, Series 2022, the Authority has agreed to, at all times while any of the Bonds remain outstanding, set fees and charges, and manage operations so as to yield Net Revenues during the fiscal year equal to at least one hundred fifteen percent (115%) of the bond’s annual debt service for the fiscal year.

This calculation is based on Net Revenues as described in the Master Indenture. The calculation is based on operating income increased by investment earnings on all funds other than bond project funds and reduced by postclosure expense, depreciation and amortization, and all non-cash items. At June 30, 2024, the calculation is 287%.

SALINAS VALLEY SOLID WASTE AUTHORITY  
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Net revenue available for debt service for the year ended June 30, 2024, is determined as follows:

Salinas Valley Solid Waste Authority  
Debt Service Coverage Ratio Calculations  
Fiscal year ended June 30, 2024

Revenues	
Operating revenues	\$ 25,947,433
Interest not on Project funds	1,807,037
Revised Revenues	27,754,470
Maintenance and Operations Costs	
GAAP Operating Expenses	22,406,639
Less the following items per Master Indenture	
Postclosure maintenance	(1,867,468)
Closure	(239,841)
Depreciation	(2,785,204)
Add Postclosure liability being paid	
Crazy Horse	775,025
Lewis Road	263,594
Jolon Road	279,731
	18,832,476
Revised Maintenance and Operations Expenses per Master Indenture	18,832,476
Net Revenues	\$ 8,921,994
Debt Service on 2022 Bond	\$ 3,113,116
Debt Service Coverage Ratio	287%
Debt Service Coverage Required	115%

**19. Reclassification:**

During the current year, the Authority's management determined that the Authority's Net Investment in Capital Assets did not include the Authority's Lease Liability. Therefore, Net Investment in Capital Assets was overstated and Unrestricted Net Assets was understated by \$2,526,261. To correct this misclassification, the Net Investment in Capital Assets as of June 30, 2023 was reclassified to include the Lease Liability. This resulted in an increase to Unrestricted Net Position from \$14,701,707, as originally reported, to \$17,227,968 and a decrease in Net Investment in Capital Assets from \$19,855,926, as originally reported, to \$17,329,665. Total Net Position was not changed as of June 30, 2023.

**20. Subsequent Events:**

Management has evaluated subsequent events through October 2, 2024, the date which these financial statements were available to be issued.

## **REQUIRED SUPPLEMENTARY INFORMATION**

SALINAS VALLEY SOLID WASTE AUTHORITY  
 REQUIRED SUPPLEMENTARY INFORMATION  
 JUNE 30, 2024

Schedule of the Authority's Proportionate Share of the Net Pension Liability  
 and Related Ratios as of Measurement Date  
 Cost Sharing Defined Benefit Pension Plan

Last 10 Years^

	Fiscal Year End									
	06/30/24	06/30/23	06/30/22	06/30/21	06/30/20	06/30/19	06/30/18	06/30/17	06/30/16	06/30/15
Measurement Date	06/30/23	06/30/22	06/30/21	06/30/20	06/30/19	06/30/18	06/30/17	06/30/16	06/30/15	06/30/14
Authority's proportion of the net pension liability	0.006490%	0.003280%	-0.031270%	-0.000620%	0.000500%	0.010190%	0.01112%	0.01054%	0.00947%	0.01078%
Authority's proportionate share of the net pension liability	\$ 809,494	\$ 378,477	\$(1,691,113)	\$ (67,484)	\$50,979	\$981,942	\$ 1,102,446	\$ 912,076	\$ 50,979	\$670,697
Authority's covered payroll*	\$4,817,442	\$4,528,388	\$ 4,350,173	\$3,949,211	\$ 3,715,429	\$ 3,546,721	\$ 3,334,650	\$2,992,877	\$2,691,705	\$2,418,312
Authority's proportionate share of the net pension liability as a percentage of covered payroll	16.80%	8.36%	-38.87%	-1.71%	1.37%	27.69%	33.06%	30.47%	1.89%	27.73%
Plan's fiduciary net position as a percentage of the plan's total pension liability	76.21%	76.68%	88.29%	75.10%	75.26%	72.56%	73.31%	74.06%	78.40%	79.82%

\* For the year ending on the measurement date.

SALINAS VALLEY SOLID WASTE AUTHORITY  
 REQUIRED SUPPLEMENTARY INFORMATION  
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Schedule of Statutorily Required Employer Contributions

Pension Plan  
 Last 10 Years^

Fiscal year ended:	06/30/24	06/30/23	06/30/22	06/30/21	06/30/20	06/30/19	06/30/18	06/30/17	06/30/16	06/30/15
Actuarially determined contribution	\$1,679,252	\$ 429,082	\$ 397,549	\$ 391,238	\$ 329,307	\$ 342,983	\$ 315,704	\$ 296,695	\$ 220,619	\$ 285,581
Contributions in relation to the actuarially determined contribution	1,679,252	429,082	397,549	482,094	653,073	1,431,107	388,865	358,695	250,906	285,581
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ (90,856)	\$ (323,766)	\$(1,088,124)	\$ (73,161)	\$ (62,000)	\$ (30,287)	\$ -
Authority's covered payroll *	\$5,184,378	\$4,817,442	\$4,528,388	\$4,350,173	\$3,949,211	\$ 3,715,429	\$3,546,721	\$3,334,650	\$2,992,877	\$2,691,705
Contributions as a percentage of covered payroll	32.39%	8.91%	8.78%	11.08%	16.54%	38.52%	10.96%	10.76%	8.38%	10.61%

\* For the fiscal year ended on the date shown.

**SALINAS VALLEY SOLID WASTE AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2024**

Schedule of Changes in the Authority's Net OPEB Liability  
and Related Ratios as of Measurement Date

Measurement Date	Last 10 Years <sup>^</sup>						
	Fiscal Year End						
	06/30/24 06/30/23	06/30/23 06/30/22	06/30/22 06/30/21	06/30/21 06/30/20	06/30/20 06/30/19	06/30/19 06/30/18	06/30/18 06/30/17
<b>Changes in total OPEB liability</b>							
Service cost	\$ 111,607	\$ 108,620	\$ 93,929	\$ 91,193	\$ 98,324	\$ 95,460	\$ 93,000
Interest	70,582	62,182	61,551	54,801	54,628	47,675	41,000
Actual benefits payments	(16,261)	(25,867)	(22,900)	(29,073)	(21,880)	(17,286)	(14,000)
Actual and expected experience difference	(197,699)	-	(151,696)	-	(112,552)	-	-
Changes in assumption	(224,472)	-	17,370	-	(4,645)	-	-
<b>Net changes in total OPEB liability</b>	<b>(256,243)</b>	<b>144,935</b>	<b>(1,746)</b>	<b>116,921</b>	<b>13,875</b>	<b>125,849</b>	<b>120,000</b>
Total OPEB liability - beginning	1,179,834	1,034,899	1,036,645	919,724	905,849	780,000	660,000
<b>Total OPEB liability - ending</b>	<b>\$ 923,591</b>	<b>\$ 1,179,834</b>	<b>\$ 1,034,899</b>	<b>\$ 1,036,645</b>	<b>\$ 919,724</b>	<b>\$ 905,849</b>	<b>\$ 780,000</b>
<b>Changes in plan fiduciary net position</b>							
Employer contributions	\$ 135,202	\$ 175,964	\$ 172,979	\$ 179,176	\$ 155,690	\$ 455,464	\$ -
Net investment income	21,779	(135,779)	124,262	45,120	41,131	9,405	-
Benefit payments	(16,261)	(25,867)	(22,900)	(29,073)	(21,880)	(17,286)	-
Administrative expenses	(481)	(408)	(403)	(472)	(234)	(355)	-
<b>Net changes in plan fiduciary net position</b>	<b>140,239</b>	<b>13,910</b>	<b>273,938</b>	<b>194,751</b>	<b>174,707</b>	<b>447,228</b>	<b>-</b>
Plan fiduciary net position - beginning	1,104,534	1,090,624	816,686	621,935	447,228	-	-
<b>Plan fiduciary net position - ending</b>	<b>\$ 1,244,773</b>	<b>\$ 1,104,534</b>	<b>\$ 1,090,624</b>	<b>\$ 816,686</b>	<b>\$ 621,935</b>	<b>\$ 447,228</b>	<b>\$ -</b>
<b>Net OPEB liability</b>							
Total OPEB liability	\$ 923,591	\$ 1,179,834	\$ 1,034,899	\$ 1,036,645	\$ 919,724	\$ 905,849	\$ 780,000
Plan fiduciary net position	1,244,773	1,104,534	1,090,624	816,686	621,935	447,228	-
<b>Net OPEB liability</b>	<b>(321,182)</b>	<b>75,300</b>	<b>(55,725)</b>	<b>219,959</b>	<b>297,789</b>	<b>458,621</b>	<b>780,000</b>
Net OPEB liability funded percentage	134.8%	93.6%	105.4%	78.8%	67.6%	49.4%	0.0%
Covered payroll *	\$ 4,540,239	\$ 4,528,388	\$ 4,350,173	\$ 3,949,211	\$ 3,715,429	\$ 3,546,721	\$ 3,334,650
Net OPEB liability as a percent of covered payroll	-7.07%	1.66%	-1.28%	5.57%	8.01%	12.93%	23.39%

<sup>^</sup> Fiscal year 2018 was the 1st year of implementation, therefore only seven years are shown.

\* For the year ending on the measurement date.

SALINAS VALLEY SOLID WASTE AUTHORITY  
 REQUIRED SUPPLEMENTARY INFORMATION  
 JUNE 30, 2024

Schedule of Employer OPEB Contributions  
 Last 10 Years^

Contributions for the fiscal year ended:	06/30/24	06/30/23	06/30/22	06/30/21	06/30/20	06/30/19	06/30/18
Actuarially determined contribution	\$ 125,354	\$ 114,979	\$ 116,717	\$ 115,026	\$ 137,800	\$ 133,700	\$ 149,000
Contributions in relation to the actuarially determined contribution	171,576	135,202	175,964	172,979	179,176	155,690	455,000
Contribution deficiency (excess)	<u>\$ (46,222)</u>	<u>\$ (20,223)</u>	<u>\$ (59,247)</u>	<u>\$ (57,953)</u>	<u>\$ (41,376)</u>	<u>\$ (21,990)</u>	<u>\$ (306,000)</u>
Authority's covered payroll *	\$ 4,872,723	\$ 4,540,239	\$ 4,528,388	\$ 4,350,173	\$ 3,949,211	\$ 3,715,429	\$ 3,546,721
Contributions as a percentage of covered-employee payroll	3.52%	2.98%	3.89%	3.98%	4.54%	4.19%	12.83%

^ Fiscal year 2018 was the 1st year of implementation, therefore only seven years are shown.

\* For the fiscal year ended on the date shown.

Significant Actuarial Methods and Assumptions used for Actuarially Determined Contributions:

Valuation Date	June 30, 2021
Actuarially Determined Contribution	2023/24 Fiscal Year
Actuarial Cost Method	Entry Age Normal, Level % of pay
Amortization Method	Level % of payroll
Amortization Period	16-year fixed period for the 2023/24
Asset Valuation Method	Investment gains and losses spread over 5-years rolling period
Discount Rate	5.50%
General Inflation	2.75%
Medical Trend	Non-Medicare - 7.00% for 2022, decreasing to an ultimate rate of 4.0% in 2076 Medicare (Non-Kaiser) - 6.10% for 2022, decreasing to an ultimate rate of 4.0% in 2076 Medicare (Kaiser) - 5.00% for 2022, decreasing to an ultimate rate of 4.0% in 2076
Mortality	CalPERS 1997-2015 experience study
Mortality Improvement	Mortality projected fully generational with scale MP-2020

**STATISTICAL SECTION (unaudited)**

SALINAS VALLEY SOLID WASTE AUTHORITY

Index to Statistical Section (unaudited)

This part of the Authority’s annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Authority’s overall financial health.

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Salinas Valley Solid Waste Authority  
Net Position (unaudited)  
Last Ten Years  
(accrual basis of accounting)

Description	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
Net investment in capital assets	\$ (6,007,513)	\$ (4,921,464)	\$ (3,830,703)	\$ (2,956,872)	\$ 1,564,130	\$ 6,082,771	\$ 10,393,875	\$ 15,430,661	\$ 17,329,665	\$ 21,058,616
Restricted	1,101,582	1,101,436	1,028,150	956,776	858,720	761,858	3,256,346	2,476,637	2,437,198	1,888,105
Unrestricted	(3,200,369)	(220,656)	2,398,199	7,448,904	9,954,238	10,674,815	11,263,584	12,772,911	17,227,968	19,269,552
<b>Total Net Position</b>	<b>\$ (8,106,300)</b>	<b>\$ (4,040,684)</b>	<b>\$ (404,354)</b>	<b>\$ 5,448,808</b>	<b>\$ 12,377,088</b>	<b>\$ 17,519,444</b>	<b>\$ 24,913,805</b>	<b>\$ 30,680,209</b>	<b>\$ 36,994,831</b>	<b>\$ 42,216,273</b>

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Changes in Net Position (unaudited)  
Last Ten Years  
(accrual basis of accounting)

Description	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
Changes in Net Position:										
Operating Revenues	\$ 16,686,788	\$ 18,304,303	\$ 20,848,513	\$ 22,234,166	\$ 22,749,942	\$ 22,817,381	\$24,158,904	\$25,187,667	\$24,736,230	\$25,947,433
Operating Expenses	11,139,153	11,672,645	14,432,350	14,079,124	14,579,026	15,687,957	13,488,641	14,612,600	16,183,383	19,621,435
Depreciation and amortization	1,180,131	1,228,692	1,419,953	1,611,744	1,758,114	1,883,763	2,229,099	3,442,641	2,625,511	2,785,204
Operating income	4,367,504	5,402,966	4,996,210	6,543,298	6,412,802	5,245,661	8,441,164	7,132,426	5,927,336	3,540,794
Non-operating revenues (expenses)										
Investment earnings	36,631	64,248	95,624	303,212	732,658	674,151	21,687	(323,781)	680,979	1,807,037
Grants and contributions	116,641	148,077	66,117	332,789	69,126	79,834	88,061	82,152	157,464	386,240
Gain (loss) on disposition of capital assets	-	-	-	-	(26,942)	-	-	-	107,853	14,500
Interest expense	(1,557,530)	(1,549,675)	(1,521,621)	(1,482,988)	(1,382,565)	(1,294,539)	(1,209,230)	(776,122)	(725,758)	(692,351)
Capital grant income	-	-	-	-	1,014,415	437,249	52,679	-	-	-
Rental income	-	-	-	-	-	-	-	-	166,748	165,222
Other revenue(expense), net	-	-	-	167,367	108,786	-	-	23,611	-	-
Cost of bond issuance	-	-	-	-	-	-	-	(371,882)	-	-
Total non-operating revenues (expense), net	(1,404,258)	(1,337,350)	(1,359,880)	(679,620)	515,478	(103,305)	(1,046,803)	(1,366,022)	387,286	1,680,648
Changes in net position	\$ 2,963,246	\$ 4,065,616	\$ 3,636,330	\$ 5,863,678	\$ 6,928,280	\$ 5,142,356	\$ 7,394,361	\$ 5,766,404	\$ 6,314,622	\$ 5,221,442
Net position by component:										
Net Investment in capital assets	\$ (6,007,513)	\$ (4,921,464)	\$ (3,830,703)	\$ (2,956,872)	\$ 1,564,130	\$ 6,082,771	\$ 10,393,875	\$ 15,430,661	\$ 17,329,665	\$ 21,058,616
Restricted for grants	61,684	95,345	76,499	72,858	60,456	41,628	12,559	-	-	-
Restricted per lease agreement	242,326	-	-	-	-	-	-	-	-	-
Restricted for pension trust fund	-	-	-	-	-	-	182,919	250,268	392,106	-
Restricted for closure reserve	797,572	1,006,091	951,651	883,918	798,264	720,230	3,060,868	2,226,369	2,045,092	1,888,105
Unrestricted	(3,200,369)	(220,656)	2,398,199	7,448,904	9,954,238	10,674,815	11,263,584	12,772,911	17,227,968	19,269,552
Total Net Position	\$ (8,106,300)	\$ (4,040,684)	\$ (404,354)	\$ 5,448,808	\$ 12,377,088	\$ 17,519,444	\$ 24,913,805	\$ 30,680,209	\$ 36,994,831	\$ 42,216,273

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
 Operating Revenue by Source (unaudited)  
 Last Ten Years  
 (accrual basis of accounting)

Fiscal Year	Charges for Services	Sales of Materials	Total Operating Revenues
(As Restated) 6/30/2015	\$ 16,103,054	\$ 583,734	\$ 16,686,788
(As Restated) 6/30/2016	17,685,519	618,784	18,304,303
(As Restated) 6/30/2017	20,201,840	646,673	20,848,513
(As Restated) 6/30/2018	21,532,600	701,566	22,234,166
06/30/19	22,094,564	655,378	22,749,942
06/30/20	22,242,891	574,276	22,817,167
06/30/21	23,479,213	679,691	24,158,904
06/30/22	24,387,160	800,507	25,187,667
06/30/23	24,173,300	562,930	24,736,230
06/30/24	25,495,068	452,365	25,947,433

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Operating Expense by Activity (unaudited)  
Last Ten Fiscal Years  
(accrual basis of accounting)

Fiscal Year	Personnel Services	Contractual Services	Operating Contracts	Supplies	Insurance	Building Rent	Taxes and Permits	Utilities	Closure/ Postclosure Maintenance	Hazardous Waste	Other	Total Operating Expenses
(As Restated) 6/30/2015	\$ 4,093,952	\$ 1,714,543	\$ 3,313,514	\$ 687,375	\$ 287,724	\$ 105,070	\$ 610,254	\$ 146,427	\$ (267,617)	\$ 202,715	\$ 245,196	\$ 11,139,153
06/30/16	4,805,714	1,795,961	2,164,435	687,779	318,293	191,594	597,266	141,808	476,570	220,294	272,931	11,672,645
6/30/2017	5,148,507	2,210,991	2,015,999	697,561	178,486	116,045	520,155	131,476	2,944,468	202,372	266,290	14,432,350
(As Restated) 6/30/2018	5,924,325	2,517,115	2,038,226	808,707	128,141	184,777	528,695	130,160	1,234,202	208,637	376,139	14,079,124
6/30/2019	5,970,904	2,966,255	1,804,703	994,240	147,171	110,544	543,388	138,454	1,395,057	182,101	326,209	14,579,026
6/30/2020	6,885,626	3,051,057	1,759,573	900,096	81,765	110,894	555,550	162,765	1,798,906	198,142	183,583	15,687,957
6/30/2021	6,695,563	2,429,464	2,056,705	911,215	386,762	115,101	590,999	179,013	(311,904)	209,369	226,354	13,488,641
6/30/2022	3,917,139	2,775,174	1,929,384	1,309,849	480,849	117,897	621,199	204,197	2,846,498	214,515	195,899	14,612,600
6/30/2023	9,938,646	2,795,512	2,352,005	1,475,180	556,451	-	576,869	203,494	(2,149,531)	167,960	266,797	16,183,383
6/30/2024	8,851,477	2,899,439	2,339,735	1,470,510	624,789	-	614,738	242,882	2,107,309	178,357	292,199	19,621,435

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Revenue Base (unaudited)  
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Solid Waste Landfilled (tons)</u>
6/30/2015	175,923
6/30/2016	182,298
6/30/2017	199,457
6/30/2018	213,714
6/30/2019	226,386
6/30/2020	224,979
6/30/2021	231,463
6/30/2022	238,089
6/30/2023	225,963
6/30/2024	229,219

Data Source: Salinas Valley Solid Waste Authority Finance Division - CalRecycle Worksheet for Johnson Canyon Landfill

Salinas Valley Solid Waste Authority  
 Revenue Rates (unaudited)  
 Last Ten Fiscal Years

Tipping Fees	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6/30/2020</u>	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>6/30/2023</u>	<u>6/30/2024</u>
Tipping Fee	\$ 67	\$ 67	\$ 69	\$ 69	\$ 69	\$ 69	\$ 69	\$ 69	\$ 65	\$ 65
Surcharge on Salinas franchise waste	14	17	17	18	18	18	18	19	19	20
AB939 Fee	12	15	11	11	10	12	12	15	16	18

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Principal Customers (unaudited)  
Current Fiscal Year and Nine Years Ago

Customer	6/30/2024		Customer	6/30/2015	
	Tons Processed	Percentage of Total		Tons Processed	Percentage of Total
Republic Services Madison Lane	162,742	54.73%	Republic Services Of Salinas	100,487	46.54%
Rural Dispose-All	18,365	6.18%	Waste Management - Madison Lane	28,330	13.12%
King City Disposal	10,873	3.66%	Waste Management - Jolon Road	15,606	7.23%
City of Soledad	10,439	3.51%	City Of Soledad	8,848	4.10%
Tri-Cities Disposal	10,099	3.40%	Rural Dispose-All	7,457	3.45%
City of Greenfield	9,723	3.27%	City Of Greenfield	7,320	3.39%
City of Gonzales	4,661	1.57%	Tri-Cities Disposal	4,454	2.06%
Republic Services of Salinas	3,623	1.22%	City Of Gonzales	3,855	1.79%
OB Trucking, LLC	3,381	1.14%	Avetech Construction, Inc	2,275	1.05%
Goodwill Central Coast	2,319	0.78%	Recology South Valley	1,951	0.90%
All Other Customers	61,111	20.55%	All Other Customers	35,350	16.37%
<b>Total Tons for All Customers</b>	<b>297,336</b>	<b>100.00%</b>	<b>Total Tons for All Customers</b>	<b>215,933</b>	<b>100.00%</b>

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Ratio of Outstanding Debt (unaudited)  
Last Ten Fiscal Years

FYE	2014 Series A Bonds Payable	2014 Series A		Eq Lease Payable	2020 Series A Bonds Payable	Madson Lane Lease Payable	Total		
		Bonds Premium	2014 Series B Bonds Payable				Total (1)	Per Capita (2)	As a Share of Personal Income
(Restated) 6/30/2015	\$ 27,815,000	\$ 2,064,718	\$ 3,260,000	\$ 3,327,721	\$ -	\$ -	\$ 36,467,439	84	0.17%
6/30/2016	27,815,000	1,895,470	2,940,000	2,462,960	-	-	35,113,430	81	0.18%
6/30/2017	27,815,000	1,734,012	2,615,000	1,735,668	-	-	33,899,680	77	0.14%
6/30/2018	27,670,000	1,564,986	2,280,000	985,802	-	-	32,500,788	75	0.14%
6/30/2019	26,405,000	1,398,109	1,935,000	212,663	-	-	29,950,772	69	0.12%
6/30/2020	25,075,000	1,235,193	1,580,000	-	-	-	27,890,193	65	0.11%
6/30/2021	23,675,000	1,076,442	1,210,000	-	-	-	25,961,442	59	0.09%
6/30/2022	-	-	-	-	25,595,000	-	25,595,000	59	0.09%
6/30/2023	-	-	-	-	22,895,000	2,526,261	25,421,261	58	N/A
6/30/2024	-	-	-	-	20,195,000	2,335,054	22,530,054	N/A	N/A

(1) Data Source: Salinas Valley Solid Waste Authority Finance Division

(2) Amount of debt divided by population as provided by U.S. Census Bureau - see Schedule 9 (Demographic Statistics)

Salinas Valley Solid Waste Authority  
Pledged-revenue Coverage (unaudited)  
Last Ten Fiscal Years

Description	(As Restated) 6/30/2015	(As Restated) 6/30/2016	(As Restated) 6/30/2017	(As Restated) 6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
Operating Income	\$ 4,367,504	\$ 5,402,966	\$ 4,996,210	\$ 6,543,298	\$ 6,412,802	\$ 5,245,661	\$ 8,441,164	\$ 7,132,426	\$ 5,927,336	\$ 3,540,794
Investment Earnings	36,631	64,248	95,624	303,212	732,658	674,151	21,687	(323,781)	680,979	1,807,037
Closure/Postclosure Expense	(267,617)	476,570	2,944,468	1,234,202	1,395,057	1,798,906	(311,904)	2,846,498	(2,149,531)	2,107,309
Crazy Horse Postclosure	-	-	-	-	(394,277)	(404,816)	(529,652)	(436,423)	(492,325)	(775,025)
Lewis Rd Postclosure	(115,654)	(76,393)	(188,946)	(175,649)	(174,286)	(194,550)	(179,918)	(178,609)	(241,773)	(263,594)
Jolon Rd Postclosure	(34,437)	(19,870)	(162,615)	(168,022)	(171,518)	(212,981)	(197,403)	(230,702)	(281,156)	(279,731)
Depreciation and Amortization	1,180,131	1,228,692	1,419,953	1,611,744	1,758,114	1,883,763	2,229,099	3,442,641	2,625,511	2,785,204
<b>Total</b>	<b>\$ 5,166,558</b>	<b>\$ 7,076,213</b>	<b>\$ 9,104,694</b>	<b>\$ 9,348,785</b>	<b>\$ 9,558,550</b>	<b>\$ 8,790,134</b>	<b>\$ 9,473,073</b>	<b>\$ 12,252,050</b>	<b>\$ 6,069,041</b>	<b>\$ 8,921,994</b>
<b>Annual Debt Service</b>	<b>\$ 1,920,876</b>	<b>\$ 1,908,648</b>	<b>\$ 1,907,820</b>	<b>\$ 2,051,271</b>	<b>\$ 3,135,978</b>	<b>\$ 3,134,015</b>	<b>\$ 3,136,699</b>	<b>\$ 3,133,956</b>	<b>\$ 3,115,297</b>	<b>\$ 3,113,116</b>
Coverage Percentage	269%	371%	477%	456%	305%	280%	302%	391%	195%	287%
Required Percentage	115%	115%	115%	115%	115%	115%	115%	115%	115%	115%

Data Source: Salinas Valley Solid Waste Authority Finance Division

Salinas Valley Solid Waste Authority  
Demographic Statistics (unaudited)  
Last Ten Fiscal Years

Monterey County, CA				
Year	Unemployment Rate (1)	Population (2)	Personal Income (000) (3)	Personal Income Per Capita (4)
6/30/2015	6.8%	433,898	\$ 21,623,627	\$ 49,836
6/30/2016	6.1%	435,232	19,164,943	44,034
6/30/2017	5.5%	437,907	23,819,797	54,395
6/30/2018	4.2%	435,594	24,477,179	53,625
6/30/2019	4.7%	434,061	25,973,189	56,545
6/30/2020	14.4%	430,906	26,504,847	61,510
6/30/2021	7.3%	437,325	27,747,802	63,449
6/30/2022	4.5%	432,858	28,189,179	65,123
6/30/2023	5.5%	437,614	N/A	N/A
6/30/2024	5.7%	N/A	N/A	N/A

Sources:

- (1) California Employment Development Department; Labor Market Info Division
- (2) U.S. Census Bureau
- (3) U.S. Department of Commerce, Bureau of Economic Analysis (in thousands)
- (4) U.S. Department of Commerce, Bureau of Economic Analysis
- N/A Not available

Salinas Valley Solid Waste Authority  
Number of Businesses, Number of Employees, and Third Quarter Payroll by Size Category (Private Industry)  
Classified by North American Industry Classification System (NAICS) Codes for Metropolitan Statistical Areas (MSAs) (unaudited)

MSA and Industry	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>SALINAS MSA</b>										
<b>Total</b>										
No. of Businesses	11,038	12,180	12,274	12,681	13,380	13,648	13,735	13,907	13,472	14,401
No. of Employees	160,954	170,385	170,383	173,386	178,844	181,536	164,126	172,939	176,578	183,282
Payroll (in thousands)	\$1,565	\$1,685	\$1,823,620	\$1,868,529	\$1,946,321	\$2,030,131	\$1,947,964	\$2,209,513	\$2,356,110	\$2,478,902
<b>Agriculture</b>										
No. of Businesses	546	539	520	530	548	557	561	566	565	586
No. of Employees	66,033	67,029	66,347	67,159	69,481	70,231	67,795	68,579	76,629	72,798
Payroll (in thousands)	\$558	\$597	\$658,994	\$675,089	\$702,286	\$722,652	\$739,270	\$816,000	\$891,569	\$883,717
<b>Utilities</b>										
No. of Businesses	22	20	20	20	21	23	22	21	22	24
No. of Employees	763	789	784	804	788	803	829	538	551	548
Payroll (in thousands)	\$183	\$20	\$21,753	\$22,014	\$21,481	\$23,302	\$25,955	\$17,537	\$21,617	\$22,946
<b>Construction and Mining</b>										
No. of Businesses	857	886	914	951	1,042	1,066	1,095	1,104	1,123	1,179
No. of Employees	5,080	5,538	6,067	6,416	6,538	6,888	6,485	6,793	7,314	7,617
Payroll (in thousands)	\$66	\$75	\$91,161	\$94,666	\$94,772	\$108,057	\$104,888	\$112,696	\$133,526	\$139,097

- (1) Data are confidential if there are fewer than 3 businesses in a category or one employer makes up 80 percent or more of the employment in a category.
- (2) Data are suppressed because confidential data could be extrapolated if these totals were included.
- (3) Data do not include totals for government employment.
- (4) Data is reported at September 30 each year.
- (5) Data for the mining industry is combined with the construction industry beginning in 2008
- (6) Rules instituted by the Federal Bureau of Labor Statistics after September 11, 2001, prohibit state departments of labor or economic security from publicly identifying the names of individual employers.
- (7) 2024 Data is not yet available.

Definitions of Terms and Source Notes

<http://www.labormarketinfo.edd.ca.gov/LMID/Size of Business Data.html>

Salinas Valley Solid Waste Authority  
Number of Businesses, Number of Employees, and Third Quarter Payroll by Size Category (Private Industry)  
Classified by North American Industry Classification System (NAICS) Codes for Metropolitan Statistical Areas (MSAs) (unaudited)

MSA and Industry	2014	2015	2016	2017	2018	2019	2020	2021	2022	2022
<b>Manufacturing</b>										
No. of Businesses	267	259	264	271	289	296	276	292	307	324
No. of Employees	5,337	5,685	5,529	5,759	5,538	5,311	4,695	5,096	5,183	5,281
Payroll (in thousands)	\$61	\$66	\$69,340	\$73,079	\$69,305	\$71,060	\$66,334	\$72,847	\$80,385	\$81,596
<b>Wholesale Trade</b>										
No. of Businesses	411	384	375	366	375	379	376	387	376	375
No. of Employees	4,710	5,459	5,548	5,868	5,923	5,836	5,369	5,317	5,565	5,849
Payroll (in thousands)	\$60	\$94	\$101,499	\$99,856	\$101,941	\$100,277	\$98,253	\$103,086	\$111,160	\$118,646
<b>SALINAS MSA</b>										
<b>Retail Trade</b>										
No. of Businesses	1,358	1,199	1,212	1,188	1,199	1,193	1,220	1,222	477	1,226
No. of Employees	16,969	16,366	16,356	16,241	16,684	16,671	15,346	15,983	7,461	16,178
Payroll (in thousands)	\$114	\$128	\$134,773	\$134,980	\$141,741	\$147,826	\$148,372	\$169,595	\$96,238	\$176,442
<b>Transportation and Warehousing</b>										
No. of Businesses	240	269	266	283	313	329	335	347	383	395
No. of Employees	2,814	3,907	3,817	3,493	3,352	3,531	2,995	3,236	3,216	2,965
Payroll (in thousands)	\$26	\$49	\$46,978	\$45,508	\$44,062	\$45,883	\$40,301	\$46,267	\$50,301	\$46,816

- (1) Data are confidential if there are fewer than 3 businesses in a category or one employer makes up 80 percent or more of the employment in a category.
- (2) Data are suppressed because confidential data could be extrapolated if these totals were included.
- (3) Data do not include totals for government employment.
- (4) Data is reported at September 30 each year.
- (5) Data for the mining industry is combined with the construction industry beginning in 2008
- (6) Rules instituted by the Federal Bureau of Labor Statistics after September 11, 2001, prohibit state departments of labor or economic security from publicly identifying the names of individual employers.
- (7) 2024 Data is not yet available.

Definitions of Terms and Source Notes

<http://www.labormarketinfo.edd.ca.gov/LMID/Size of Business Data.html>

Salinas Valley Solid Waste Authority  
Number of Businesses, Number of Employees, and Third Quarter Payroll by Size Category (Private Industry)  
Classified by North American Industry Classification System (NAICS) Codes for Metropolitan Statistical Areas (MSAs) (unaudited)

MSA and Industry	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Information</b>										
No. of Businesses	119	84	88	87	93	96	94	98	44	96
No. of Employees	2,307	1,325	1,126	1,036	1,028	994	735	852	431	875
Payroll (in thousands)	\$31	\$23	\$17,431	\$15,534	\$14,268	\$14,254	\$12,894	\$14,518	\$6,263	\$6,263
<b>Finance and Insurance</b>										
No. of Businesses	375	333	354	349	366	363	352	345	339	327
No. of Employees	3,711	2,247	2,354	2,430	2,514	2,442	2,290	2,155	2,229	2,107
Payroll (in thousands)	\$51	\$45	\$49,584	\$51,645	\$51,634	\$48,911	\$48,964	\$50,686	\$53,483	\$51,964
<b>Real Estate and Rental and Leasing</b>										
No. of Businesses	428	387	382	390	421	426	451	459	470	483
No. of Employees	2,313	1,781	1,803	1,933	2,032	1,960	1,780	1,978	2,042	2,018
Payroll (in thousands)	\$20	\$20	\$22,487	\$22,408	\$24,369	\$24,675	\$23,178	\$26,708	\$28,692	\$28,438
<b>Services</b>										
No. of Businesses	6,415	7,820	7,879	8,246	8,706	8,920	8,953	9,066	9,366	9,386
No. of Employees	50,917	60,259	60,652	62,247	64,714	66,869	55,807	62,412	65,957	67,046
Payroll (in thousands)	\$395	\$567	\$609,620	\$633,751	\$674,084	\$723,235	\$639,626	\$779,575	\$882,878	\$915,718

- (1) Data are confidential if there are fewer than 3 businesses in a category or one employer makes up 80 percent or more of the employment in a category.
- (2) Data are suppressed because confidential data could be extrapolated if these totals were included.
- (3) Data do not include totals for government employment.
- (4) Data is reported at September 30 each year.
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- (6) Rules instituted by the Federal Bureau of Labor Statistics after September 11, 2001, prohibit state departments of labor or economic security from publicly identifying the names of individual employers.
- (7) 2024 Data is not yet available.

Definitions of Terms and Source Notes

<http://www.labormarketinfo.edd.ca.gov/LMID/Size of Business Data.html>

Salinas Valley Solid Waste Authority  
 Building Permits - County of Monterey (unaudited)  
 Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>New Single Family Residence</u>	<u>Other Residential</u>	<u>Total Residential</u>	<u>Nonresidential</u>	<u>Total All Building Permits</u>
6/30/2015	204	2,340	2,544	452	2,996
6/30/2016	268	2,597	2,865	478	3,343
6/30/2017	892	2,076	2,968	470	3,438
6/30/2018	830	2,196	3,026	513	3,539
6/30/2019	764	1,948	2,712	554	3,266
6/30/2020	244	1,938	2,182	519	2,701
6/30/2021	503	2,130	2,633	169	2,802
6/30/2022	611	2,822	3,433	281	3,714
6/30/2023	458	3,907	4,365	182	4,547
6/30/2024	N/A	N/A	N/A	N/A	N/A

New Single Family Residence: Census.gov

Residential and non residential data: Monterey County Department of Building Services

N/A: Not available

Salinas Valley Solid Waste Authority  
Housing Stock - County of Monterey (unaudited)  
Last Ten Fiscal Years

<u>Date</u>	<u>Single Family Residential Detached</u>	<u>Single Family Residential Attached</u>	<u>Multiple Two to Four</u>	<u>Multiple Five Plus</u>	<u>Mobile Homes</u>
1/1/2015	87,833	8,910	12,513	24,232	5,689
1/1/2016	88,062	8,911	12,496	24,269	5,697
1/1/2017	88,326	8,888	12,550	24,334	5,723
1/1/2018	88,711	8,899	12,555	24,436	5,729
1/1/2019	89,227	8,904	12,573	24,576	5,727
1/1/2020	89,107	8,933	12,661	24,742	5,727
1/1/2021	89,986	8,952	12,727	24,872	5,728
1/1/2022	91,437	9,048	13,055	25,779	5,806
1/1/2023	92,109	9,489	12,783	26,046	5,538
1/1/2024	92,528	9,587	12,823	26,297	5,539

Source:

CA Dept. of Finance - Report E-5 Population and Housing Estimates for Cities, Counties, and the State

Salinas Valley Solid Waste Authority  
 Operating and Capacity Indicators (unaudited)  
 Last Ten Fiscal Years

Fiscal Year	Authority's Employees by Department			
	Finance & Administration	Engineering	Operations	Diversion
6/30/2015	9	1	29	5
6/30/2016	9	1	33	5
6/30/2017	9	1	37	5
6/30/2018	9	2	36	7
6/30/2019	9	2	38	6
6/30/2020	9	3	41	6
6/30/2021	9	4	43	6
6/30/2022	9	4	44	7
6/30/2023	9	4	42	7
6/30/2024	9	5	42	7

Fiscal Year	Other Operating and Capacity Indicators		
	Authority Area (Square Miles)	Landfill Acreage	Daily Landfill Capacity (tons)
6/30/2015	3,280.600	943	1,574
6/30/2016	3,280.600	943	1,574
6/30/2017	3,280.600	943	1,574
6/30/2018	3,280.600	943	1,574
6/30/2019	3,280.600	943	1,574
6/30/2020	3,280.600	943	1,574
6/30/2021	3,280.600	943	1,574
6/30/2022	3,280.600	943	1,574
6/30/2023	3,280.600	943	1,574
6/30/2024	3,280.600	943	1,574

Source:

Authority Area -

U.S. Census Bureau

Other data -

From Internal Sources

Salinas Valley Solid Waste Authority  
 Operating and Capacity Indicators  
 Capital Assets Statistics by Function (unaudited)  
 Last Ten Fiscal Years

Function	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
<u>Finance &amp; Administration</u>										
Vehicles	2	2	2	2	2	2	2	2	2	2
Computer Equipment	9	9	9	9	9	9	9	9	9	9
Buildings	1	1	1	1	1	1	1	1	1	1
Buildings (square footage)	6,884	6,884	6,884	6,884	6,884	6,884	6,884	26,400	26,400	26,400
<u>Operations</u>										
Vehicles	17	26	26	26	26	27	29	29	30	30
<u>Machinery &amp; Equipment</u>										
Forklifts/Hydraulic Lifts	2	2	2	2	2	3	3	4	4	4
Heavy Equipment	10	13	15	15	15	18	18	18	22	24
Water Truck	3	4	4	4	4	4	4	4	4	4
Bulldozers	2	2	2	2	2	3	3	3	3	4
Computer Equipment	9	9	9	9	9	10	10	10	10	10
Fuel Tanks	2	2	2	2	2	2	2	2	2	2
Buildings	10	10	10	10	10	10	10	10	10	10
Buildings (square footage)	29,110	29,110	29,110	29,110	29,110	29,110	29,110	29,110	29,110	29,110
Landfills	4	4	4	4	4	4	4	4	4	4
Flares	4	4	5	5	5	5	5	5	5	5
Site Security Systems	1	3	4	4	4	4	4	4	4	5
Leachate Systems	3	3	3	3	3	3	3	3	3	3
Gas Monitoring Wells	40	40	40	40	40	40	40	40	40	40
Water Wells	48	48	48	48	48	48	48	48	48	48
Water Tanks	3	3	3	3	3	7	7	7	7	7
Land (acreage)	943	943	943	943	943	943	943	943	943	943
Landfill Gas to Energy-Gas Scrubber	1	1	1	1	1	1	1	1	1	1
Food Waste De-Packaging System	-	-	-	-	1	1	1	1	1	1
Composting System	-	-	-	-	-	1	1	1	1	1
<u>Resource Recovery</u>										
Vehicles	2	3	4	4	4	4	4	4	4	4
Computer Equipment	6	6	6	6	6	6	6	6	6	6

Data Source: Salinas Valley Solid Waste Authority Finance Division



McGilloway | Ray  
Brown | Kaufman

ACCOUNTANTS AND CONSULTANTS

2511 Garden Road  
Suite A180  
Monterey, CA 93940  
831-373-3337  
Fax 831-373-3437

379 West Market Street  
Salinas, CA 93901  
831-424-2737  
Fax 831-424-7936

October 2, 2024  
Board of Directors  
Of Salinas Valley Solid Waste Authority

We have audited the financial statements of Salinas Valley Solid Waste Authority as of and for the year ended June 30, 2024, and have issued our report thereon dated October 2, 2024. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated February 1, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of Salinas Valley Solid Waste solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Salinas Valley Solid Waste Authority is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during fiscal year 2024. No matters have come to our attention that would require us, under

Gerald Ray, CPA | Patricia Kaufman, CPA, CGMA | Smriti Shrestha, CPA

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Daniel M. McGilloway, CPA, CVA | Sarita Shannon, CPA | Whitney Ernest, CPA |  
Laura Armbruster, CPA | Rose Maxwell, CPA | Eleonora G. Burchill, CPA | Lisette Craft, CPA

professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates and Related Disclosures*

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts is based on historical collections and an analysis of the collectability of individual accounts.

Management's estimate of landfills is depreciated based on units-of-consumption. Units-of-consumption depreciation rates are determined annual for the operating landfill at Johnson Canyon.

Management's estimate of depreciation other than landfill cells is based on the straight-line method over the estimated useful lives of capital assets.

Management's estimate of closure and postclosure maintenance costs are based on studies performed by the Authority's engineers annual and submitted to the California Intergrated Waste Management Board and the Regional Water Control Board.

Management's estimate of the net pension liability and the related deferred outflows and inflows of resources are based on actuarially determined amounts in accordance with the parameters of GASB Statement No. 68.

Management's estimate of the net OPEB liability and the related deferred outflows and inflows of resources are based on actuarially determined amounts in accordance with the parameters of GASB Statement No. 75.

Management's estimate of lease receivable and lease payable are based on the present value of future non-cancellable lease payments in accordance with GASB Statement No. 87

We evaluated the factors and assumptions used to develop these estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of Landfill Closure and Postclosure requirements in Note 9 to the financial statements describe the estimates and judgements used to calculate the cost and future liability for landfills.

The disclosure of Retirement Programs in Note 11 to the financial statements presents the net pension liability and related deferred outflows and inflows of resources using actuarial assumptions in accordance with GASB Statement No. 68 as of the measurement date of June 30, 2023.

The disclosure of Other Post-Employment Benefit (OPEB) Plan in Note 12 to the financial statements presents the net OPEB liability and related deferred outflows and inflows of resources using actuarial assumptions in accordance with GASB Statement No. 75 as of the measurement date of June 30, 2023

The disclosure of Commitments and Contingencies in Note 14 to the financial statements present the risk management exposure of the Authority and the corrective action plan for the landfills.

The disclosure of Leases in Note 15 to the financial statements presents the effect of the implementation of GASB Statement No. 87 and describe the methods and assumptions used in determining the lease receivable and lease payable

The disclosure of the Restatement in Note 19 to the financial statements presents the restatement of restricted net assets for the 2023 comparative information.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. We did not identify any uncorrected misstatements during the course of our audit.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Salians Valley Solid Waste Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the attached letter dated October 2, 2024

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

## **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with Salinas Valley Solid Waste Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Salinas Valley Solid Waste Authority's auditors.

## **Other Information Included in Annual Reports**

We applied certain limited procedures to Management's Discussion and Analysis, the schedule of the Authority's proportionate share of the net pension liability and related ratios as of measurement date – cost sharing defined benefit pension plan, the schedule of statutorily required employer contributions pension plan, the schedule of changes in the Authority's net OPEB liability and related ratios as of the measurement date, and the schedule of employer contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory section and the statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

## **Restriction on Use**

This information is intended solely for the information and use of the Board of Directors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.



McGilloway, Ray, Brown & Kaufman  
Salinas, California



## **Annual Comprehensive Financial Report**

Salinas Valley Solid Waste Authority  
November 21, 2024

Published 11/14/2024

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## **Annual Comprehensive Financial Report**

- **Auditors**
  - McGilloway, Ray, Brown & Kaufman
- **Finance Staff**
  - Ray Hendricks - Finance and Administration Mgr.
  - Ernesto Natera - Business Services Supervisor
  - Salma Sandoval - Accounting Technician
  - Linda Vasquez - Accounting Technician

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## **Report Highlights**

- Annual Comprehensive Financial Report
  - Includes Statistical Section
  - Will be submitted to Government Finance Officers Association after the board meeting for review under the Certificate of Achievement for Excellence in Financial Reporting
  - No Management Letter

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## **New GASB Pronouncements**

- Statement No. 99
  - Omnibus 2022
- Statement No. 100
  - Accounting Changes and Error Corrections
- Statement No. 101
  - Compensated Absences

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## Financial Highlights

- Operating Revenues (p.6)
  - Increase \$ 1,211,203
- Operating Expenses (p.6)
  - Increased \$ 3,597,745
    - Personnel Decrease \$1,067,562
    - Closure/Post-Closure Increase \$4,256,840
    - Depreciation \$159,693
    - Other Operating Increases \$248,774
- Tons Landfilled (p.8)
  - Increased 3,256 tons

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Salinas Valley Solid Waste Authority  
Condensed Statement of Revenues, Expenses, and Changes in Net Position  
For the Years Ended June 30, 2024 and 2023

	2024	2023	Change	% Change
Operating Revenues				
Charges for Services	\$ 25,495,068	\$ 24,173,300	\$ 1,321,768	5.5%
Sales of Materials	452,365	562,930	(110,565)	-19.6%
Total Operating Revenues	<u>25,947,433</u>	<u>24,736,230</u>	<u>1,211,203</u>	<u>4.9%</u>
Operating Expenses	<u>22,406,639</u>	<u>18,808,894</u>	<u>3,597,745</u>	<u>19.1%</u>
Operating Income/(Loss)	<u>3,540,794</u>	<u>5,927,336</u>	<u>(2,386,542)</u>	<u>-40.3%</u>
Non-Operating Revenues				
Grants and Contributions	386,240	157,464	228,776	145.3%
Investment (Losses)/Earnings	1,807,037	680,979	1,126,058	165.4%
Other Non-Operating Revenue	179,722	274,601	(94,879)	-34.6%
Total Non-Operating Revenue	<u>2,372,999</u>	<u>1,113,044</u>	<u>1,259,955</u>	<u>113.2%</u>
Non-Operating Expenses				
Interest Expense	<u>692,351</u>	<u>725,758</u>	<u>(33,407)</u>	<u>-4.6%</u>
Total Non-Operating Expenses	<u>692,351</u>	<u>725,758</u>	<u>(33,407)</u>	<u>-4.6%</u>
Change in Net Position	<u>5,221,442</u>	<u>6,314,622</u>	<u>(1,093,180)</u>	<u>-17.3%</u>
Total Net Position Beginning	<u>36,994,831</u>	<u>30,680,209</u>	<u>6,314,622</u>	<u>20.6%</u>
Net Position End of Year	<u>\$ 42,216,273</u>	<u>\$ 36,994,831</u>	<u>\$ 5,221,442</u>	<u>14.1%</u>

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Salinas Valley Solid Waste Authority  
Condensed Statement of Net Position  
June 30, 2024 and 2023

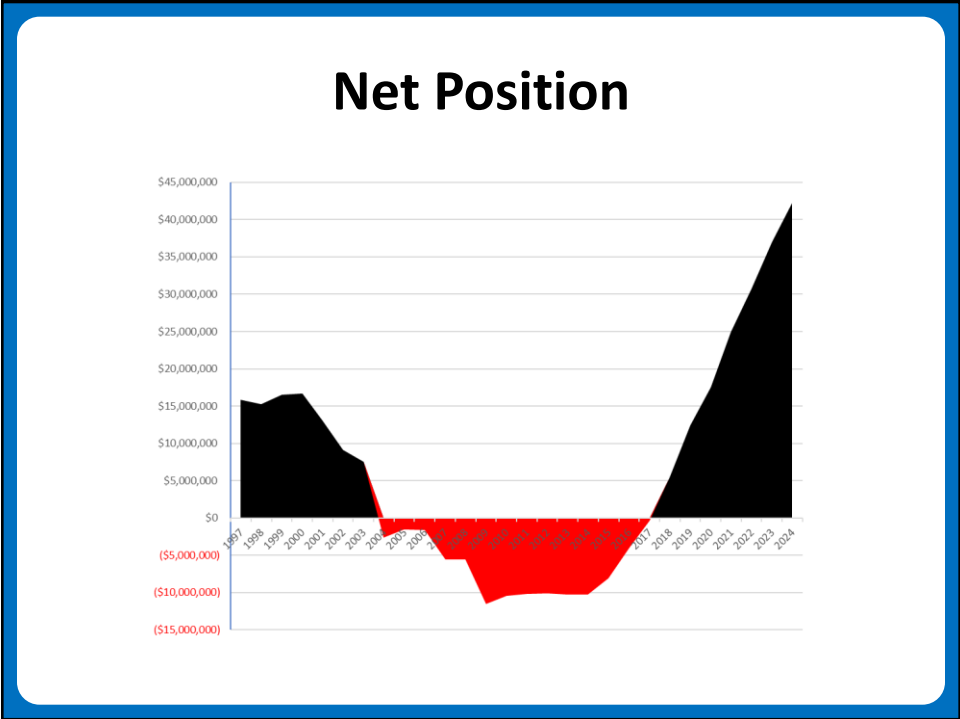
	2024	2023	Change	% Change
<b>Assets:</b>				
Current Assets	\$ 36,255,927	\$ 34,100,625	\$ 2,155,302	6.3%
Other Assets	5,475,206	5,171,874	303,332	5.9%
Capital Assets, Net	<u>42,654,033</u>	<u>41,537,685</u>	<u>1,116,348</u>	2.7%
Total Assets	<u>84,385,166</u>	<u>80,810,184</u>	<u>3,574,982</u>	4.4%
Deferred Outflows of Resources	<u>4,144,459</u>	<u>3,440,113</u>	<u>704,346</u>	20.5%
<b>Liabilities:</b>				
Current Liabilities	5,970,302	5,438,472	531,830	9.8%
Long Term Liabilities	<u>39,450,465</u>	<u>41,160,565</u>	<u>(1,710,100)</u>	-4.2%
Total Liabilities	<u>45,420,767</u>	<u>46,599,037</u>	<u>(1,178,270)</u>	-2.5%
Deferred Inflows of Resources	<u>892,585</u>	<u>656,429</u>	<u>236,156</u>	36.0%
<b>Net Position</b>				
Net Investment in Capital Assets	21,058,616	17,329,665	3,728,951	21.5%
Restricted	1,888,105	2,437,199	(549,094)	-22.5%
Unrestricted	<u>19,269,552</u>	<u>17,227,968</u>	<u>2,041,584</u>	11.9%
Total Net Assets (Deficit)	<u>\$ 42,216,273</u>	<u>\$ 36,994,831</u>	<u>\$ 5,221,442</u>	14.1%

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## Net Position

	2024	2023	Change
Fixed Assets (Net)	42,654,033	41,537,685	1,116,348
Debt (Net)	<u>(21,595,417)</u>	<u>(24,208,021)</u>	<u>2,612,604</u>
Net Change Investment in Capital Assets	<u>21,058,616</u>	<u>17,329,664</u>	<u>3,728,952</u>
Post Closure Payable (closed sites)	(12,956,480)	(12,602,509)	(353,971)
Cash allocated to Post-Closure (closed sites)	<u>905,810</u>	<u>1,276,999</u>	<u>(371,188)</u>
Total Closure/Post Closure	<u>(12,050,670)</u>	<u>(11,325,511)</u>	<u>(725,159)</u>
JC Post Closure Payable	(2,657,288)	(2,462,141)	(195,147)
JC Closure Payable	(3,265,919)	(3,026,078)	(239,841)
Cash allocated to JC Closure/Post-Closure	<u>7,900,571</u>	<u>7,533,311</u>	<u>367,259</u>
Total Closure/Post Closure	<u>1,977,364</u>	<u>2,045,092</u>	<u>(67,729)</u>
OPEB/Pension (Net)	1,929,629	1,348,478	581,151
Restricted Cash for Pension	<u>-</u>	<u>392,106</u>	<u>(392,106)</u>
Net OPEB/Pension	<u>1,929,629</u>	<u>1,740,584</u>	<u>189,045</u>
Cash/Receivables/Payables (Net)	<u>29,301,334</u>	<u>27,205,001</u>	<u>2,096,333</u>
Total Net Position	<u>42,216,273</u>	<u>36,994,831</u>	<u>5,221,442</u>

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# Salinas Valley Solid Waste Authority -Audit Presentation-

**Collin Linder**  
Audit Manager

**Patricia Kaufman**  
Audit Partner

**McGilloway, Ray, Brown & Kaufman**  
Accountants & Consultants



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## Required Auditor Communications Letter

- Management is responsible for the selection and use of appropriate accounting policies.
- All required GASB statements were adopted as described in Note 1.
- We noted no transactions entered into by the Authority during the year for which there is lack of authoritative guidance or consensus.
- All significant transactions have been recognized in the financial statements in the proper period.
- Accounting Estimates – allowance for uncollectible accounts, capitalization and depreciation of fixed assets and landfills, closure and postclosure liability, pension liability, other postemployment benefits, deferred outflows and inflows of resources, and present value calculations related to leases.
  - Evaluated the underlying assumptions in estimates and found them to be appropriate.



11

## Required Auditor Communications Letter (continued)

- Sensitive Financial Statement Disclosures - Note 10, Landfill Closure and Postclosure Requirements; Note 12, Retirement Programs; Note 13, Other Postemployment Benefit (OPEB); Note 15, Commitments and Contingencies; Note 16, Leases; and Note 19, Reclassification.
- We encountered no difficulties in working with management in performing the audit and found that staff was well prepared and provided us all of the documentation requested.
- Management Consultations with Other Independent Accountants – None
- Timing of the audit – Timing went according to schedule and we found no delays, and we had no disagreements with management.
- Other Matters – Required Supplementary Information, Other Information accompanying the financial statements that are not RSI, Restriction on Use.



12

## Uncorrected Misstatements

**No Material Adjustments!**



13

## Management Letter Material Deficiency

**None noted!**



14



**Report to the Board of Directors**

**Date:** November 21, 2024  
**From:** Sara Papineau-Brandt and Julia Brooker,  
 Resource Recovery Technicians  
**Title:** Youth Council Introduction

<b>ITEM NO. 15</b>
N/A _____ Finance and Administration Manager/ Controller/Treasurer
N/A _____ General Manager/CAO
N/A _____ Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE  
 PRESENTED AT THE MEETING**

**Attachment**

1. PowerPoint Presentation



# Salinas Valley Recycles Youth Council

Published 11/14/24

1

## 2024-2025 Training



2

## 2024-2025 Training



3

## 2024-2025 Training



4

## Alisal High School

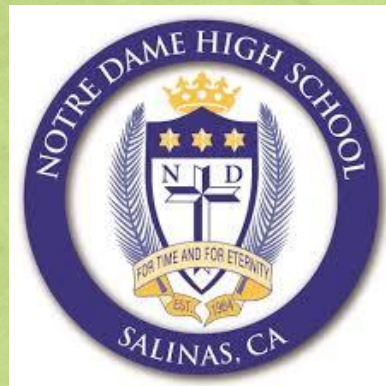
- Alexis Perez-Perez
- Angel Millanes
- Gustavo Perez
- Rosa Perez-Ramirez



5

## Notre Dame High School

- Andrea Lagasca
- Lauren Asuncion



6

## Rancho San Juan High School

- Jaena Serrano – Sr. Youth Council
- Reuben Zamora – Sr. Youth Council
- Jenny De La Cruz Robles – Sr. Youth Council
- Christopher Quintana
- Amanda Grace Rosario
- Fer Aguilar



7

## Salinas High School

- Sarah Billman
- Julian Brandt
- Steven Brandt



8

# The Future is Ours ..... Watch Us Grow!



LEARNING STYLE	
STEVEN	TACTILE
JULIAN	TACTILE AUDITORY
ALEXIS	TACTILE
ROSA	VISUAL
GUSTAVO	AUDITORY
ANGEL	VISUAL
AMANDA	TACTILE VISUAL
CHRISTOPHER	AUDITORY VISUAL TACTILE
JENNY	AUDITORY VISUAL
REUBEN	VISUAL/TACTILE
JAENA	AUDITORY
FER	TACTILE
ANDREA	VISUAL/TACTILE
LAUREN	VISUAL
SARAH	
SARA-GUIDE	AUDITORY
JULIA-GUIDE	

COMMUNICATION STYLE	
STEVEN	- MOVER
JULIAN	- MOVER
ALEXIS	- THINKER
ROSA	- PLANNER
GUSTAVO	- CONNECTOR
ANGEL	- MOVER
AMANDA	- CONNECTOR
CHRISTOPHER	- THINKER
JENNY	- THINKER
REUBEN	- CONNECTOR
JAENA	- PLANNER
FER	- CONNECTOR
ANDREA	- CONNECTOR
LAUREN	- THINKER
SARAH	
SARA-GUIDE	- CONNECTOR
JULIA-GUIDE	



**Report to the Board of Directors**

**Date:** November 21, 2024  
**From:** Janna Faulk, Recycling Coordinator  
**Title:** SVR Marketing & Media Update

**ITEM NO. 16**

N/A  
 \_\_\_\_\_  
 Finance and Administration  
 Manager/Controller/Treasurer

N/A  
 \_\_\_\_\_  
 General Manager/CAO

N/A  
 \_\_\_\_\_  
 Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE  
 PRESENTED AT THE MEETING**

**Attachment**

1. PowerPoint Presentation

Item No. 16

# SVR MARKETING & MEDIA UPDATE

BOARD OF DIRECTOR'S MEETING  
NOVEMBER 21, 2024  
Janna Faulk

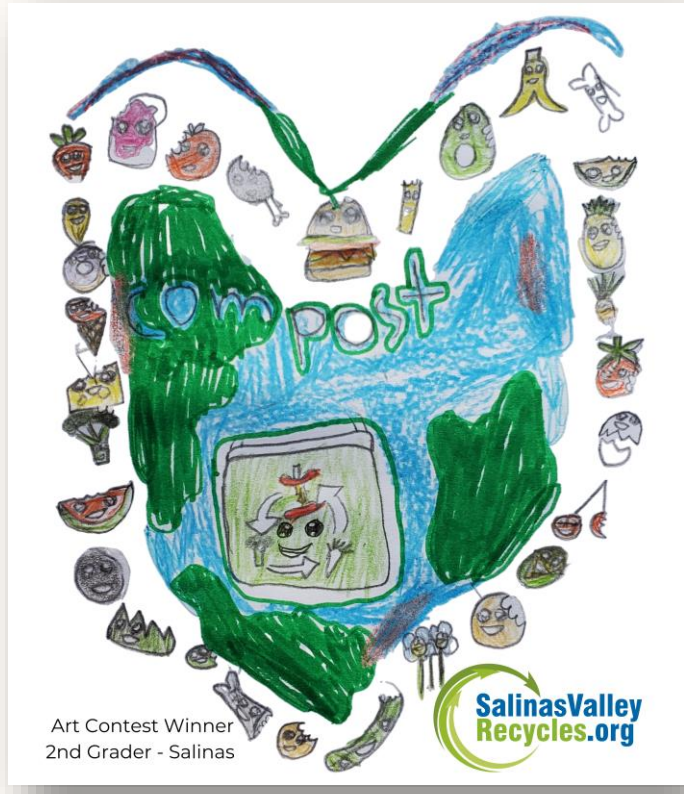
Published 11/14/24

## WALLY WASTE-NOT'S ART EXTRAVAGANZA: FOOD SCRAPS BECOME COMPOST!

### ART CONTEST WINNERS!



# AUDRIANA GARCIA



3

# ERWS DURAN



4

## **RUNNER UP: MICHAEL DURAN**



5

## **SVR MARKETING TYPES**

- Traditional Marketing
- Digital Ads
- Social Media
- Reels
- E-Newsletter

6

# TRADITIONAL ADS



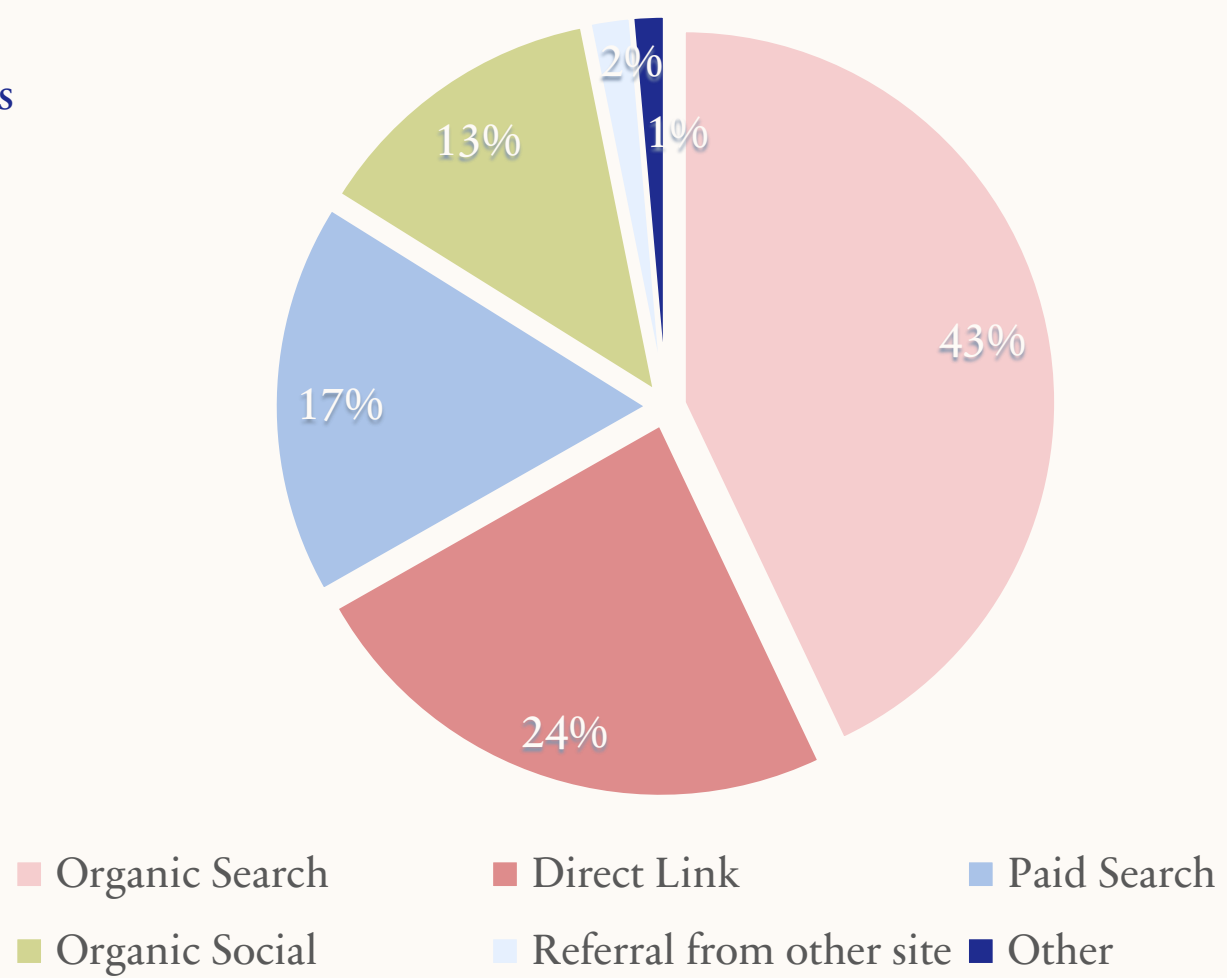
# WEBSITE

134,950 Views by 65,328 Active users

Top visited sites:

1. Home Page
2. Food Scraps
3. Business Trainings
4. Madison Lane
5. What does the No trash symbol mean?
6. Facilities
7. Fees
8. Mission Vision Values
9. Johnson Canyon
10. Community Cleanup Events

### User Acquisition



# DIGITAL ADS

# SOCIAL MEDIA

**Top content by reach**

<p><b>When bringing a load to Johnson Canyon...</b> Fri Jan 5, 2:27pm 180K views, 103 likes, 2 comments, 4 shares</p>	<p><b>¿Qué podría ser más espantoso que los...</b> Tue Oct 31, 10:06am 86.6K views, 74 likes, 1 comment, 9 shares</p>	<p><b>¡Cuando lleve una carga de basura al...</b> Fri Jan 5, 2:29pm 29.7K views, 87 likes, 3 comments, 3 shares</p>
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**Top content by reach**

<p><b>¡Cuando lleve una carga de basura al...</b> Fri Jan 5, 2:43pm 33.2K views, 24 likes, 0 comments, 3 shares</p>	<p><b>GOT TIRES?? 🚗 From now until May 19th,...</b> Wed Apr 17, 8:00am 26.6K views, 23 likes, 2 comments, 10 shares</p>	<p><b>Join us!! 🎉 We are so excited to celebrate...</b> Fri Mar 15, 12:32pm 12K views, 93 likes, 0 comments, 52 shares</p>
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# REELS


**Plays and minutes viewed**

<b>Plays</b> 98,206 <small>Higher than typical</small>	<b>Average minutes viewed</b> 0:03 <small>Lower than typical</small>	<b>Minutes viewed</b> 8,398 <small>Higher than typical</small>
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**Interactions**

<b>Reactions</b> 90 <small>Higher than typical</small>	<b>Comments</b> 2 <small>Higher than typical</small>	<b>Shares</b> 4 <small>Higher than typical</small>	<b>Saves</b> 1 <small>Higher than typical</small>
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# BY THE NUMBERS

Platform	Media Buy
Google Ads	\$ 3,687
Meta	\$ 4,187
Nextdoor	\$ 280
Digital News	\$ 5,900
Radio	\$ 4,850
Billboards	\$ 15,000



4.2 Million Impressions → 530 Thousand Unique Users → 37 Thousand Clicks

# TIRE AMNESTY



April 1 - May 19

## FREE TIRE RECYCLING AT ALL 3 LOCATIONS

<b>SALINAS</b> Salinas Valley Recycles Recycling Center 1104 Madison Lane	<b>GONZALES</b> Johnson Canyon Landfill Transfer Station 31400 Johnson Canyon Road Open on Sundays	<b>KING CITY</b> Jolon Road Transfer Station 52004 Jolon Road
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• Car and small truck tires (with or without rims)  
 • Residents only (no businesses)  
 • Limit 9 tires per trip

(831) 775-3000

CalRecycle SalinasValleyRecycles.org



# NEWSLETTERS

9 Newsletters

5,436 Sends

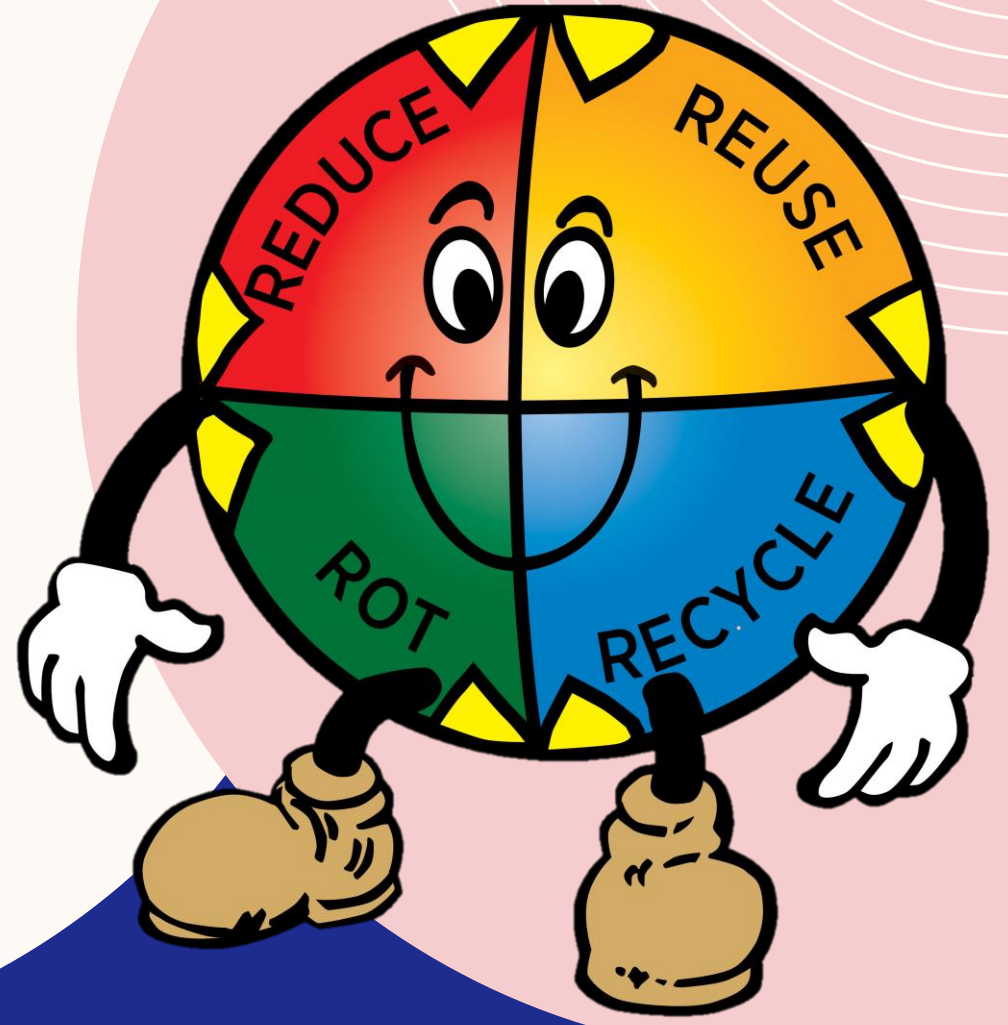
40% Open Rate

141 Click Throughs

<p><b>September 2024 E-Newsletter</b> September 11, 2024</p> <p>Check out our September 2024 E-Newsletter! This month, we feature our Employee of the Year, Tomas Lopez! He was awarded during our Annual Communications Meeting while alongside the colleagues</p> <p><a href="#">Read More &gt;</a></p>	<p><b>Summer 2024 E-Newsletter</b> July 12, 2024</p> <p>Check out our Summer E-Newsletter for tips on how to enjoy your summer sustainably! July is #PlasticFreeJuly where the power of small change creates a giant ripple effect. What</p> <p><a href="#">Read More &gt;</a></p>	<p><b>Earth Month 2024 E-Newsletter</b> April 16, 2024</p> <p>Earth Day is Every Day, but this month we give Earth some extra love! Check out our E-Newsletter to see how we kicked off Earth Month and what great</p> <p><a href="#">Read More &gt;</a></p>
<p><b>Feb-March 2024 E-Newsletter</b> April 16, 2024</p> <p>Check out all the great things we have been up to, including our participation in King City's Trashon Show, Jolon Road Transfer Station updates, and our big celebration on</p> <p><a href="#">Read More &gt;</a></p>	<p><b>January 2024 E-Newsletter</b> January 22, 2024</p> <p>January's E-newsletter shares tips on how to start off 2024 sustainably! We have new dates for our composting workshop, disposal tips if you still have your tree, and how to</p> <p><a href="#">Read More &gt;</a></p>	<p><b>December 2023 E-Newsletter</b> December 15, 2023</p> <p>December 2023 E-Newsletter is available with up-to-date information on our agency! Keep in mind that we will be closed on major holidays, so that our teams may enjoy time with</p> <p><a href="#">Read More &gt;</a></p>

**THANK YOU**  
**QUESTIONS?**

Janna Faulk, Recycling Coordinator





## Report to the Board of Directors

**ITEM NO. 17**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

**Date:** November 21, 2024  
**From:** Patrick Mathews, General Manager/CAO  
**Title:** Succession Planning Update

### RECOMMENDATION

The Executive Committee and staff recommend that the Board accept the Succession Plan update and provide input and direction.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is included under the Strategic Plan item for Governance and Collaboration to develop and maintain a Succession Plan for the Authority.

### FISCAL IMPACT

None

### DISCUSSION & ANALYSIS

Succession Planning remains a key objective for the Authority administration to assure we both maintain quality skilled staff and provide opportunities for advancement and training for our next generation of leaders. The Board recognizes the valuable contributions our employees make through their work ethic and public service contributions. Awards and other accolades our staff continually receive from the public and peers are also a testament to the great work they do. Succession planning has and will be the key to maintaining this high performing team.

The Board has continued to make Succession Planning a priority in our Strategic Plan and this update provides the Executive Committee and Board with the highlights of our ongoing efforts to plan and prepare our staff for the advancement, change and opportunity in the workplace and life.

Attached you will find our Employee Profile Form that the leadership team has used to meet and interview every employee to determine their career goals, aspirations, training and to help develop a career roadmap. The purpose of this process is to create pathways for success and advancement, identify training and educational needs to improve staff skills, and to look forward to the agency's next decade and where our staff skills need to be for the next generation of public service, technology, regulation and career growth.

The sample Succession Planning Summary attached is used to compile all the profiles and is used by Authority leadership to plan and implement the necessary training and

educational programs to help grow our staff resources and prepare for the future. Staff will be returning with a formal Succession Planning Policy to memorialize this ongoing work and is seeking additional feedback from the Executive Committee and Board prior to finalizing our policy.

The Authority practice of looking inward to fill vacancies before resorting to external recruitment has served us very well over the years and creates a sense of opportunity and ownership for staff. Employee job satisfaction and retention remains high and allows for more productive continuum of service with such a deep level of operational and administrative knowledge. The Board's support of our Succession Planning efforts over the years has been key to our human resource successes.

**ATTACHMENT(S)**

1. Employee Profile Form
2. Succession Planning Summary
3. Power Point Presentation

# Employee Profile

<b>Employee Information</b>			
Name:			
Title:			
Job Classification:			
Length of Service:			
Time in Current Job:			
Current Supervisor:			
<b>Career Goals</b>			
1 to 3 Years:			
3 to 5 Years:			
Beyond 5 Years:			
<b>Educational History</b>			
Institution:	Degree:	Area of Study:	Years:
Institution:	Degree:	Area of Study:	Years:
Institution:	Degree:	Area of Study:	Years:
<b>Special Skills / Expertise</b>			
Languages:			
Technology:			
Professional Expertise:			
Other:			
<b>Developmental Experiences – Past 3 Years</b>			
Formal Training:		Competencies / Skills Developed:	
Special Assignments:		Competencies / Skills Developed:	
Other:		Competencies / Skills Developed:	

# CAREER ROAD MAP

## Profile

Name \_\_\_\_\_ Date \_\_\_\_\_

Current Position \_\_\_\_\_ How long in position? \_\_\_\_\_

## Current Position

\_\_\_\_\_

## Interested Position

\_\_\_\_\_

\_\_\_\_\_

Education Level Needed

Special Skills

\_\_\_\_\_

## Development Map (can use a separate sheet if needed)

Employee Current Position	Skill Being Developed	Development Activity	Results of Development

Employee Current Position	Skill Being Developed	Development Activity	Results of Development

Employee Desired Position	Skill Being Developed	Development Activity	Results of Development

Employee Desired Position	Skill Being Developed	Development Activity	Results of Development

## Development

What career activities has the employee been working on? \_\_\_\_\_

\_\_\_\_\_

Resources Needed? \_\_\_\_\_

\_\_\_\_\_

Long and Short Term Strategy \_\_\_\_\_

Additional Information

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Notes:

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# SALINAS VALLEY RECYCLES

## SUCCESSION PLANNING UPDATE

Board of Directors– October 17, 2024

Published 11/14/2024

1

## Introduction

Planning for both the foreseen and unexpected absences of individuals who hold key roles is a task that many employers only engage in informally.

Without concentrated effort on this activity, known as succession planning, a business that has been successful can quickly fail if it loses critical staff.

When succession planning is carefully conducted and periodically reviewed, organizations can avoid extended and costly vacancies. Succession planning must be a priority for every employer and should be part of its strategic business plan.

2

## What is Succession Planning?

- ▶ Succession planning is the process of identifying employee potentials, evaluating and honing their skills and abilities, and preparing them for advancement into positions that are key to the success and continuity of business operations and objectives.
- ▶ Succession planning involves:
  - Understanding the organization's long-term goals and objectives.
  - Identifying candidates and their respective developmental needs.
  - Creating pathways and resources to facilitate training and skill development.
  - Determining workforce trends and predictions.

3

## The Importance of a Plan

- ▶ An effective succession plan can help SVR:
  - Avoid extended and costly vacancies in key positions and ensure the stability of business operations.
  - Provide meaningful developmental opportunities for both the organization and its employees as it targets key leadership positions at varying levels.
  - Help develop a diverse workforce by enabling decision-makers to look at the future makeup of the organization as a whole.

4

## Establishing Present and Future Leadership Roles and Objectives

- ▶ **Establishing Present and Future Leadership Roles and Objectives**
- ▶ Ask questions to assess what tomorrow's organization and roles may look like:
  - How will the state of the industry and economy today affect the business operations in the next one to five years?
  - Which operations are critical to the future of the organization?
  - Will operations be discontinued or downsized, or will they grow or remain constant?

5

## Establishing Present and Future Leadership Roles and Objectives (cont.)

- ▶ **Establishing Present and Future Leadership Roles and Objectives (cont.)**
  - ▶ How will technology affect the business in the future?
  - ▶ What job functions will need to be consolidated or modified?
  - ▶ Will the projected workload increase or decrease?
  - ▶ Will staffing levels change? If so, how?
  - ▶ Which skills and abilities will SVR need to match these changes?

6

# Creating High-Potential Employees

## ► Creating High-Potential Employees

- The incumbents in key positions identify employees available for succession into their positions.
- The organization develops a profile of candidates including a history of performance reviews and accomplishments as well as relevant experience, education and credentials.
- Cross-departmental leadership/key decision-makers must be involved throughout the planning process to represent their selections and discuss concerns with one another. Employers need to plan for identifiable gaps in the event of an emergency replacement of a candidate in another department.

7

# Creating High-Potential Employees (cont.)

## ► Creating High-Potential Employees (cont.)

- Selection is based on available candidates. Some available candidates will be ready, whereas some will not meet the demands of critical positions. In some cases, no identifiable candidate will be available for succession.
- A common method used to chart the available candidates and their readiness level to succeed is a nine-box grid.
- The nine-box grid helps management visualize the available successors along with the strengths/weaknesses in the plan.
- The next slides display a sample nine-box grid and a readiness chart.

8

# 9-Box Grid

	Underperformance	Effective Performance	Outstanding Performance
High Potential	<b>Box 5:</b> Seasoned professional capable of expanded role but may be experiencing problems that require coaching and mentoring.	<b>Box 2:</b> Does extremely well at current job with potential to do more. Give stretch assignments to help prepare for next level.	<b>Box 1:</b> Consistently performs well in a variety of assignments. A superstar employee, big-picture thinker, problem solver, self-motivated.
Medium Potential	<b>Box 8:</b> With coaching, could progress within level. Focus on stretch goals for this employee.	<b>Box 6:</b> May be considered for job enlargement at the same level, but may need coaching in several areas, including people management.	<b>Box 3:</b> Current role may still provide opportunity for growth/development; focused on tactical. Focus should be on helping improve strategic thinking.
Low Potential	<b>Box 9:</b> May be a candidate for reassignment, reclassification to a lower level or to exit the organization.	<b>Box 7:</b> Effective performer but may have reached career potential. Try to coach employee on becoming more innovative, focused on lateral thinking.	<b>Box 4:</b> Experienced high performer but has reached limit of career potential. Still a valuable employee and can be encouraged to develop communication and delegation skills.

# Example Readiness Level Chart

## 2024 Succession Planning Summary

Employee Name	Current Position	Education History	9-Box Grid	Career Goals	Unique or Specialized Skill Set/Knowledge Required	Incumbent Name	Anticipated Vacancy Date	Career Roadmap

## Planning for Positions That Cannot Be Filled Internally

- ▶ **Planning for Positions That Cannot Be Filled Internally**
- ▶ If no internal successor exists, the organization will need to consider external recruitment strategies, and in the interim, consider cross-departmental succession opportunities.
- ▶ While an external candidate may have the technical knowledge and experience for a particular position, they will lack familiarity with the organizational culture and day-to-day operations.
- ▶ Recruiting external talent can bring fresh ideas and diverse talent into the organization but care must be taken to assure cultural fit within the organization.

11

## Keeping the Plan Current

- ▶ **How will the plan be kept current?**
- Develop a recurring time frame for reviewing the plan, whether semiannually or annually.
- Determine the effectiveness of the existing plan.
- Determine whether the current plan still meets the organizational objectives.
- Determine whether the candidates have changed and make necessary adjustments in the plan.
- Assess and develop new candidates.

12

## Summary

- ▶ Succession planning is the process of identifying employee potentials, evaluating and honing their skills and abilities, and preparing them for advancement into positions that are critical to the success and continuity of business operations and objectives.
- ▶ Having a well-developed and current succession plan in place is important in avoiding vacancies in key positions, ensuring the stability of business operations, providing developmental opportunities and helping to develop a diverse workforce.
- ▶ Once an organization develops a workable succession plan, it must keep it current and communicate it to all employees.



## Report to the Board of Directors

**ITEM NO. 18**

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** November 21, 2024  
**From:** Erika J. Trujillo, Clerk of the Board  
**Title:** A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2025

### RECOMMENDATION

Staff recommends that the Board adopt the resolution.

### STRATEGIC PLAN RELATIONSHIP

This is an administrative item.

### FISCAL IMPACT

There is no fiscal impact.

### DISCUSSION & ANALYSIS

#### January Meeting – Impacts Schedule

The Executive Committee meeting in January is proposed to be held one week later than regularly scheduled, due to the holidays, as has been done in the past. If kept on the regular schedule, the Executive Committee meeting would be held on January 1. The Board of Directors meeting is also proposed to be held one week later than regularly scheduled to enable staff to ensure that issues which need Executive Committee review are considered on a timely basis and to allow enough time to prepare reports for the upcoming Board meeting. The League of California New Mayors & Council Members Academy is scheduled for January 22-24, which will coincide with the Board's proposed rescheduling of the regular meeting date. However, staff recommends keeping the meeting as recommended. By moving the meetings one week later, the Executive Committee meeting would be held on January 8 and the Board of Directors meeting would be held on January 23.

#### June Meeting (League of California Cities Mayors, Council Members Executive Forum, and Juneteenth Holiday) – Impacts Schedule

Both the League of California Cities Annual Mayors and Council members Executive Forum and the Annual Conference have not been scheduled, therefore impact to the meeting schedule is unknown at this time. However, the Juneteenth Holiday coincides with the regular Board meeting date falling on the third Thursday of the month. Staff recommends moving the Board meeting to the fourth Thursday of the month to June 26, 2024.

### **October Meeting (League of California Cities Annual Conference) – No Impact**

The League of California Cities Annual Conference has caused an occasional quorum issue in past years. The League's 2025 Annual Conference is scheduled for October 8-10, which does not coincide with any of the Authority meetings. There is no need for changes.

### **December Meeting Optional Cancellation**

Due to past Board comments and concerns raised over the proximity of the December Board meetings with holiday activities and events, staff is proposing to maintain the December meeting as optional, pending any critical issues that would need to be addressed in a timely manner in December. The decision to cancel the December meeting would be made at the October or November meeting, in consideration of agenda needs.

### **BACKGROUND**

Historically, the Board holds their regular Board meetings on the 3rd Thursday of each month at 6:00 p.m. in the City Council Chambers of the City of Gonzales. The Executive Committee meetings, while convened on an "as needed" basis, have an established meeting schedule, which is currently the Wednesday two weeks prior to each Board meeting at 2:30 p.m. This schedule enables staff to ensure that issues which need Executive Committee review are considered on a timely basis and allows enough time to prepare reports for the upcoming Board meeting.

The proposed calendar takes into account holidays and the 2025 League of California Cities January Academy and October Annual Conference. Conflict with Board Members' schedules have previously caused an issue due to lack of quorum.

### **ATTACHMENT(S)**

1. League of California Cities & California State Association of Counties – short list of conferences
2. Resolution
3. Exhibit A – 2025 Meetings Calendar

## League of California Cities – 2025

<b>Date</b>	<b>Event</b>	<b>Location</b>
<i>January 22-24, 2025</i>	New Mayors & Council Members Academy	<i>Sacramento, CA</i>
<i>Dates No Available</i>	Mayors & Council Members Executive Forum	<i>Unknown</i>
<i>October 8-10, 2025</i>	2025 Annual Conference & Expo	<i>Long Beach, CA</i>

## California State Association of Counties - 2025

<b>Date</b>	<b>Event</b>	<b>Location</b>
<i>Dates No Available</i>	Legislative Conference	<i>Unknown</i>
<i>Dates No Available</i>	Annual Meeting	<i>Unknown</i>

**RESOLUTION NO. 2024 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING DESIGNATING THE DATE, TIME AND PLACE FOR REGULAR BOARD AND EXECUTIVE COMMITTEE MEETINGS FOR CALENDAR YEAR 2025**

**WHEREAS**, Section 2.02.010 (a) of the adopted Authority Code provides for the establishment by resolution of the date, time and place for regular Board meetings, and Section 2.06.010 establishes the Executive Committee meeting schedule; and,

**THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that Board of Director meetings shall be held, unless otherwise noticed, at 6:00 p.m. on the third Thursday of each month in the Gonzales City Council Chamber located at 117 Fourth Street Gonzales, California, in accordance with "Exhibit A" attached hereto; and,

**BE IT FURTHER RESOLVED**, that Executive Committee meetings shall be held, unless otherwise noticed, at 2:30 p.m. on the Wednesday two weeks prior to a scheduled Board of Directors meeting at 126 Sun Street, Salinas, California, in accordance with "Exhibit A" attached hereto.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 21st day of November 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



# 2025 Meetings Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

** July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

<b>January</b>	8 – Exec Committee 23 – Board of Directors
<b>February</b>	5 – Exec Committee 20 – Board of Directors
<b>March</b>	5 – Exec Committee 20 – Board of Directors
<b>April</b>	2 – Exec Committee 17 – Board of Directors 30 – Exec Committee
<b>May</b>	15 – Board of Directors
<b>June</b>	4 – Exec Committee 26 – Board of Directors
<b>July</b>	<i>Meetings Recess</i>
<b>August</b>	6 – Exec Committee 21 – Board of Directors
<b>September</b>	3 – Exec Committee 18 – Board of Directors
<b>October</b>	1 – Exec Committee 16 – Board of Directors
<b>November</b>	5 – Exec Committee 20 – Board of Directors
<b>December - Tentative</b>	3 – Exec Committee 18 – Board of Directors

- Executive Committee Meeting | Regularly meets the **Wednesday** 2 weeks before the Board meeting at 2:30 p.m. 126 Sun Street, Suite, Salinas, CA 93901 (unless otherwise noticed)
- Board of Directors Meeting | Regularly meets the 3rd Thursday of month at 6:00 p.m. 117 Fourth Street, Gonzales, CA 93926 (unless otherwise noticed)
- League of California Cities New Mayors & Council Members Academy
- League of California Cities Annual Conference & Expo
- December Meetings Tentative (pending critical Board action items)

\*\* July Meetings Recess

Agenda materials are normally posted to the website on Fridays before the next scheduled meeting.

<http://svswa.org/government/agendas-meeting-schedules/>



**Report to the Board of Directors**

**ITEM NO. 19**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** November 21, 2024  
**From:** Patrick Mathews, General Manager/CAO  
**Title:** Appointment of Nominating Committee for the 2024 Election of Officers

**RECOMMENDATION**

Staff recommends that the Board appoint two members to the Election Nominating Committee to provide a recommendation for the 2025 election of officers at the January 23, 2024, Regular Board of Directors meeting and select an option for conducting the nominating process.

**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 Board President, Vice President, and Alternate Vice President, if they remain in their jurisdictional office, may serve one (1) or two (2) year terms. This provides an opportunity for the officers to become familiar with the responsibilities of their Board position and enables them to be kept current on Authority projects.

President Rocha and Alternate Vice President Church have served two-year terms in their current office. Vice President Silva has served less than one-year term in her current office. The nominating committee may nominate Vice President Silva and Alternate Vice President Church for a one-year term under new positions according to the rotation established within the guidelines established by the Authority Code (see Background) or make an alternate recommendation. The current rotation is as follows:

- Office of President held by a representative of South County Cities*
- Office of Vice President held by a representative of County of Monterey*
- Office of Alternate Vice President held by a representative of City of Salinas*

**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. 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) Elections Procedures
- 2) Elected Officers History
- 3) Attendance Record for 2024

## **AUTHORITY CODE**

### **2.01.010 SELECTION OF PRESIDENT AND VICE-PRESIDENT**

The Authority Board shall choose one of its members to be President and one of its members to be Vice-President. The board member nominated to the office of President 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. The board member nominated to the office of Vice-President shall rotate in the same manner as the office of President, but shall not be from the same member agency's legislative body as the board member elected as President. (Ord. 005, 12/11/2003)

### **2.01.011 SELECTION OF ALTERNATE VICE-PRESIDENT**

In the manner prescribed by the JPA, this section adds the additional office of Alternate Vice-President to be elected in the same manner established in Section 2.01.010. Board shall select an additional officer, designated as the Alternate Vice-President. The Alternate Vice-President shall serve as the Vice-President in the absence of the Vice-President. The Board member elected to the office of Alternate Vice-President shall rotate in the same manner as the office of President and Vice-President, but shall not be from the same member agency's legislative body as the member elected as President and the member selected as Vice-President. (Ord. 005, 12/11/2003)

### **2.01.040 TERM OF OFFICE**

The term of office for the President and Vice-President shall be 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. (Ord. 99-04, 2/18/1999)

### **2.06.010 BOARDS AND COMMISSIONS**

An Executive Committee is hereby formed consisting of the President, Vice-President and Alternate Vice-President. The Committee shall conduct meetings as needed and shall receive direction from, and report directly to, the Board of Directors on all matters considered. Bylaws or procedures may be adopted by Resolution of the Board to provide direction or guidance of the duties and responsibilities delegated to the Committee. (Ord. 005, 12/11/2003)

A majority of the Board may determine from time to time to appoint the Authority's immediate Past President as a fourth member of the Executive Committee, in which case the Board shall specify the term of such appointment. (Ord. 08, 2/18/2010)

## **JOINT POWERS AGREEMENT**

1. **TERMS OF OFFICE:** The term of office of each member of the Authority Board shall be one year and shall not exceed the term of the elective office which the member holds.

2. **OFFICERS OF THE AUTHORITY BOARD:** At its first meeting and thereafter at the first meeting of each calendar year, the Board of Directors shall elect a President, Vice-President; and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of one year unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings.

## Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
<b>2025</b>			
2024	Anthony Rocha <b>City of Salinas</b>	Liz Silva <b>City of Gonzales</b>	Glenn Church <b>County of Monterey</b>
2023	Anthony Rocha <b>City of Salinas</b>	Ben Jimenez <b>City of Soledad</b>	Glenn Church <b>County of Monterey</b>
2022	Chris Lopez <b>County of Monterey</b>	Christie Cromeenes <b>City of Salinas</b>	Andrew Tipton <sup>1</sup> <b>City of Greenfield</b>
2021	Chris Lopez <b>County of Monterey</b>	Christie Cromeenes <b>City of Salinas</b>	Andrew Tipton <b>City of Greenfield</b>
2020	Rob Cullen <b>South County</b>	Gloria De La Rosa <b>City of Salinas</b>	Chris Lopez <b>County of Monterey</b>
2019	Rob Cullen <b>South County</b>	Gloria De La Rosa <b>City of Salinas</b>	Chris Lopez <b>County of Monterey</b>
2018	Simon Salinas <b>County of Monterey</b>	Rob Cullen <b>South County</b>	Gloria De La Rosa <b>City of Salinas</b>
2017	Simon Salinas <b>County of Monterey</b>	Rob Cullen <b>South County</b>	Gloria De La Rosa <b>City of Salinas</b>
2016	Jyl Lutes <sup>2</sup> <b>City of Salinas</b>	Simon Salinas <b>County of Monterey</b>	Richard Perez <sup>3</sup> <b>City of Soledad</b>
2015	Elizabeth Silva <b>City of Gonzales</b>	Jyl Lutes <b>City of Salinas</b>	Simon Salinas <b>County of Monterey</b>
2014	Elizabeth Silva <b>City of Gonzales</b>	Jyl Lutes <b>City of Salinas</b>	Simon Salinas <b>County of Monterey</b>
2013	Fernando Armenta <b>County of Monterey</b>	Elizabeth Silva <b>City of Gonzales</b>	Jyl Lutes <b>City of Salinas</b>
2012	Fernando Armenta <b>County of Monterey</b>	Elizabeth Silva <b>City of Gonzales</b>	Dennis Donohue <b>City of Salinas</b>
2011	Gloria De La Rosa <b>City of Salinas</b>	Fernando Armenta <b>County of Monterey</b>	Elizabeth Silva <b>City of Gonzales</b>
2010	Gloria De La Rosa <b>City of Salinas</b>	Richard Ortiz <sup>4</sup> <b>City of Soledad</b>	Fernando Armenta <b>County of Monterey</b>
2009	Lou Calcagno <b>Monterey County</b>	Gloria De La Rosa <b>City of Salinas</b>	Richard Ortiz <b>City of Soledad</b>
2008	George Worthy <b>City of Gonzales</b>	Lou Calcagno <b>Monterey County</b>	Gloria De La Rosa <b>City of Salinas</b>
2007	George Worthy <b>City of Gonzales</b>	Lou Calcagno <b>Monterey County</b>	Gloria De La Rosa <b>City of Salinas</b>
2006	Janet Barnes <b>City of Salinas</b>	George Worthy <b>City of Gonzales</b>	Lou Calcagno <b>Monterey County</b>
2005	Janet Barnes <b>City of Salinas</b>	George Worthy <b>City of Gonzales</b>	Lou Calcagno <b>Monterey County</b>
2004	Fernando Armenta <b>Monterey County</b>	Janet Barnes <b>City of Salinas</b>	George Worthy <b>City of Gonzales</b>
2003	Fernando Armenta <b>Monterey County</b>	Janet Barnes <b>City of Salinas</b>	N/A
2002	Zeke Bañales <sup>5</sup> <b>City of Greenfield</b>	Fernando Armenta <b>Monterey County</b>	N/A
2001	Jan Collins <sup>6</sup> <b>City of Salinas</b>	Zeke Bañales <b>City of Greenfield</b>	N/A

<sup>1</sup> Was not re-elected to City Council

<sup>2</sup> Was not re-elected to City Council

<sup>3</sup> Was not re-elected to City Council

<sup>4</sup> Was not re-elected to City Council

<sup>5</sup> Was not re-elected to City Council

<sup>6</sup> Declined second term – leaving office at end of year

2000	Simon Salinas <sup>7</sup> <b>County of Monterey</b>	Jan Collins <b>City of Salinas</b>	N/A
1999	Gary Gerbrandt <b>City of Soledad</b>	Simon Salinas <b>County of Monterey</b>	N/A
1998	Gary Gerbrandt <b>City of Soledad</b>	Simon Salinas <b>County of Monterey</b>	N/A
1997	Juan Olivarez <b>City of Salinas</b>	Fabian Barrera <b>City of Soledad</b>	N/A

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<sup>7</sup> Left office of County Supervisor

## Board of Directors Attendance Record for 2024 (Jan-Oct)

### 8 BD Meetings

BOARD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	*Oct	Nov	Dec	Total
Lopez (County)	1	1	/	/	/	1		1	/				4
Church (County)	1	/	/	/	1	1		1	1				5
Rocha (Salinas)	1	1	1	1	1	1		1	1				8
Gonzalez (Salinas)	/	/	/	/	/	/		/	/				0
Sandoval (Salinas)	/	1	1	1	1	/		1	1				6
Silva (Gonzales)	1	1	1	1	/	1		1	/				6
Jimenez (Soledad)	1	/	/										1
Ansaldo (Soledad)				1	1	1		/	/				3
Tipton (Greenfield)	1	1	1	1	1	1		1	/				7
Cullen (King City)	1	1	1	1	/	1		/	1				6

Alternates	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	*Oct	Nov	Dec	Total
Alejo (County)	/	/	1	/	1	/		/	/				2
Osornio (Salinas)	1	/	/	/	/	/		/	/				1
Funk (Gonzales)	/	/	/	/	1	/		/	/				1
Corralejo (Soledad)	/	/	/	/	/	/		/	/				0
Bañuelos (Soledad)									1				1
White (Greenfield)	/	/	/	/	/	/		/	/				0
Avalos (King City)	/	/	/	/	/	/		/	/				0

### 9 EC Meetings

EXECUTIVE	Jan	Feb	*Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Rocha (President)	1	1		1	1	1	1		1	1	1		9
Jimenez (Vice President)	1	1											2
Liz (Vice President)					/	1	1		/	1	1		4
Church (Alt. Vice President)	/	1		1	1	1	1		1	1	1		8

\* Meetings cancelled due to lack of quorum.

# SVR Agenda Item - View Ahead 2024-25

**ITEM No. 20**

SVR Agenda Item - View Ahead 2024-25							ITEM No. 20
	Dec	Jan	Feb	Mar	Apr	May	
A		Election of Officers					
1	Minutes	Minutes	Minutes	Minutes	Minutes	Minutes	
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	
3	Member Agencies Activities Report	December 31 Cash & Investments Report	Member Agencies Activities Report	Member Agencies Activities Report	March 31 Cash & Investments Report	1st Qtr. Tonnage & Diversion Report	
4		Member Agencies Activities Report	4th Qtr. Tonnage & Diversion Report	<b>Public Hearing: Rate &amp; Fee Sched (EC)</b>	Member Agencies Activities Report	Member Agencies Activities Report	
5		Mid-Year Budget Adjustment (EC)	<b>Recycling Recognitions</b>	FY 25-26 Proposed Budget (EC)	<b>Earth day/Recycling Recognition</b>	FY Investment Policy (EC)	
6		Contract w/McGilloway, Ray, Brown & Kaufman	FY 25-26 Preliminary Budget (EC)	Update from County Public Works on the roadside litter cleanups.		Financial Policy (EC)	
7		Supplemental Appropriation EV Vehicle Grant	5 & 10 Year Look Ahead (EC)	<b>2024 Franchise Hauler Performance Report</b>			
8		Supplemental Appropriation for Charging Station Grant and Award Contract					
9		<b>Annual Employee Survey Results (EC)</b>					
10		<b>Landfill Gas Project</b>					
11		FY 25-26 Budget Direction (EC)					

Consent
<b>Presentation</b>
Consideration
<i>Closed Session</i>

**[Other]** (Public Hearing, Recognition, Informational, etc.)  
 (EC) Executive Committee  
 (sp) Strategic Plan Item