



Scott Alvord, City of Roseville, Chair

Shanti Landon, Placer County

Bonnie Gore, Placer County

Bill Halldin, City of Rocklin

Dan Karleskint, City of Lincoln

Ken Grehm, Executive Director

WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

DECEMBER 14, 2023 5:00 PM

Materials Recovery Facility Administration Building
3013 Fiddymment Road, Roseville, CA 95747

The WPWMA Board of Directors DECEMBER 14, 2023 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <https://placer-ca-gov.zoom.us/j/92280252192>

City of Lincoln Alternate Director Andreatta will be attending the meeting remotely pursuant to Government Code Section 54943.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@WPWMA.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations, please contact the Clerk of the Board at (916) 543-3960 or info@WPWMA.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Gore)
3. Roll Call
4. Approval of Agenda and Remote Director Attendance
5. Statement of Meeting Procedures (Clerk of the Board)
6. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
7. Announcements & Information
 - a. Reports from Directors ---
 - b. Report from the Executive Director (Ken Grehm) ---
 - c. Financial Reports (Eric Oddo) Pg. 5
 - d. Monthly Tonnage Reports (Eric Oddo) Pg. 7
 - e. MRF Improvements Project Update (FCC) Pg. 13
 - f. FY 2022/23 Energy 2001 Royalty Analysis (Jennifer Snyder) Pg. 15
 - g. Site Wide Odor Plan Annual Update (Jennifer Snyder) Pg. 17
 - h. Summary of Community Meeting to Discuss Odors (Emily Hoffman) Pg. 23

8. Consent Agenda

- a. Minutes of the Board Meeting held November 9, 2023 Pg. 25
Approve as submitted.
- b. CPSC and SWANA LTF Annual Financial Support (Stephanie Ulmer) Pg. 29
 - 1. Adopt Resolution 23-05 approving continued annual financial support of the California Product Stewardship Council and SWANA Legislative Task Force for the next five years.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- c. Module 6 Liner Installation (Ryan Schmidt) Pg. 33
 - 1. Approve an increase of \$133,968 to the spending authority associated with the Module 6 Liner installation project delegated to the Executive Director or designee, increasing the total delegated spending authority to an amount not to exceed \$8,439,576.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- d. Fourth Amendment to the MRF Operating Agreement (Kevin Bell) Pg. 35
 - 1. Authorize the Chair to sign the Fourth Amendment to the Materials Recovery Facility Operating Agreement with FCC Environmental Services California, LLC establishing a short-term reduction in the Construction and Demolition Debris recovery rate requirement and marketing recovered organic materials to meet Member Agency SB 1383 procurement requirements.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

9. Action Items

- a. Proposed Regional Public Safety Training Center Business Points (Ken Grehm) Pg. 47
 - 1. Provide direction to staff regarding proposed business points between the WPWMA and Sierra College associated with the proposed regional public safety training center project.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- b. Greater Sacramento Economic Council Investment (Emily Hoffman) Pg. 49
 - 1. Authorize the Chair to sign a five-year investment agreement with Greater Sacramento Economic Council, with an annual investment of \$25,000.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

- c. BioFiltro Pilot Study Agreement (Ryan Schmidt) Pg. 65
 - 1. Authorize the Chair to sign an agreement with BioFiltro USA, Inc. to install and operate a Biodynamic Aerobic System Pilot Study for an amount not to exceed \$60,000.
 - 2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15306.

- d. Agreement with Jacobs for Landfill Design and Permitting Services (Stephanie Ulmer) Pg. 71
 - 1. Authorize the Chair to sign an Agreement with Jacobs Engineering Group, Inc. for landfill design and permitting services for a total not-to-exceed cost of \$2,323,472.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

- e. Board Meeting Procedures: Virtual Access (Eric Oddo) Pg. 93
 - 1. Approve revisions to the WPWMA's policies and procedures for providing virtual access to WPWMA Board meetings.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

- f. Fiscal Year 2023/24 Final Budgets (Eric Oddo) Pg. 95
 - 1. Approve the Fiscal Year 2023/24 Final Budgets for the Operating Fund, Closure/Postclosure Fund, Self-Insurance Fund and Odor Management Fund as presented in Exhibits A, B and C.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

- g. Future WPWMA Organization (Ken Grehm) Pg. 111
 - 1. Approve the WPWMA / Placer County Memorandum of Understanding.
 - 2. Approve the General Manager position description and initial compensation and benefit plan for use in the solicitation for a new General Manager for the WPWMA.
 - 3. Approve the opening of a recruitment for the General Manager position.

- h. Proposed Amendment to the JPA Agreement (Kevin Bell) Pg. 131
 - 1. Provide direction to staff regarding a proposed amendment to the WPWMA's Joint Powers Authority Agreement.
 - 2. Determine that the proposed action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

- i. Resolution Commending Ken Grehm for his Service to the WPWMA (Kevin Bell) Pg. 135

Adopt Resolution 23-06 commending Ken Grehm for his 8 years of service to the Western Placer Waste Management Authority.

10. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

11. Adjournment

Western Placer Waste Management Authority - Operations Fund Income Statement

(unaudited/depreciation excluded)

Year-to-Date
October 2023

	Year to Date				
	<u>Annual Budget</u>	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	<u>Notes</u>
Revenue					
42010:Investment Income					
Interest / Investment Income	198,562	66,187	120,280	54,093	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	1,019,467	339,822	103,991	(235,832)	Interest on all bond-related accounts not yet realized
42030:Rents and Concessions	499,652	166,551	66,734	(99,817)	Royalty payments for September and October not yet received
44270:State Aid - Other Programs	56,000	18,667	527	(18,140)	Reduced by \$17,131 for reverse accruals from FY 23
46240:Sanitation Services - Other	29,787	9,796	10,366	570	Tipping fee revenues tracking ~2.8% above budgeted amounts
46250:Solid Waste Disposal	48,577,738	16,014,108	16,468,806	454,698	Tipping fee revenues tracking ~2.8% above budgeted amounts
46430:Insurance	-	-	158	158	
48030:Miscellaneous	15,000	5,000	12,484	7,484	
49040: Gain/Loss on Fixed Asset Disposal	45,000	45,000	45,000	-	
Total Revenue	50,441,206	16,665,131	16,828,346	163,214	
Expenses					
Capital Assets:					
54430:Buildings & Improvements	17,082,893	2,409,401	2,409,401	-	
54450:Equipment	44,101,506	34,921,867	34,921,866	1	
54470:Infrastructure	622,000	-	-	-	
54480:Land Improvements	10,949,268	478,657	442,009	36,648	
Operating Expenses:					
51010:Wages and Salaries	2,493,632	831,211	692,934	138,277	Sr Civil Engineer and one Scalehouse Operator position currently unfilled
52030:Clothing and Personal	2,500	833	880	(47)	
52040:Communication Services Expense	9,000	3,000	1,026	1,974	
52050:Food	1,000	333	584	(251)	
52060:Household Expense	500	167	102	65	
52080:Insurance	620,000	206,667	200,152	6,515	
52140:Parts	1,000	333	23	310	
52160:Maintenance	76,796	25,599	45,928	(20,329)	Includes full annual payment of \$16,000 for Drone Deploy aerial mapping software
52161:Maintenance - Building	2,500	625	3,718	(3,093)	
52170:Fuels & Lubricants	2,500	833	1,090	(257)	
52180:Materials - Buildings & Improvements	500	167	65	102	
52240:Professional / Membership Dues	12,000	12,000	3,620	8,380	Several annual membership costs not yet realized
52250:Services and Supplies	500	167	-	167	
52260:Misc Expense	-	-	-	-	
52320:Printing	10,000	3,333	4,088	(755)	Print charges from County not yet realized
52330:Other Supplies	25,000	8,333	7,998	336	
52340:Postage	3,500	1,167	651	516	
52360:Prof. & Special Svcs - General	2,740,086	913,362	659,978	253,384	Several planned professional service contracts not yet initiated.
52370:Professional and Special Services - Legal	150,000	50,000	36,822	13,178	Lower than expected legal counsel costs to date.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	25,000	8,333	-	8,333	No non-FCC paid building maintenance or repairs to date
SC3180 MRF Operations	29,052,360	7,809,634	8,745,081	(935,448)	Greater than projected material quantities received at MRF and HHW facility
SC3190 Landfill Operations	2,768,568	922,856	504,144	418,712	Lower than projected disposal rates and associated costs
SC3320 Environmental and Ecological Services	100,000	33,333	38,701	(5,368)	County staff time billed to WPMWA-related projects not yet billed or realized
SC3322 Hazardous Waste	2,500	833	137	697	Lower than expected cost reimbursement to Sac County for Placer based HHW loads
52390:Prof. & Special Svcs - County	230,000	76,667	10,120	66,546	Lower than expected County service fees to date
52400:Prof. & Special Svcs - IT	75,000	25,000	30,298	(5,298)	IT costs not yet billed or realized
52440:Rents and Leases - Equipment	100	33	-	33	
52450:Rents and Leases - Buildings & Improvements	100	33	-	33	
52460:Small Tools & Instruments	750	250	114	136	
52470: Employee Benefit Systems	21,200	5,300	5,252	48	
52480:PC Acquisition	5,300	-	-	-	
52510:Commissioner's Fees	6,000	2,000	2,000	-	
52540:Signing & Safety Material	1,000	333	-	333	
52560:Small Equipment	100	33	-	33	
52570:Advertising	317,000	105,667	14,010	91,656	Some costs not realized yet, others coded to other GL accounts prior to identification as "Advertising" costs
52580:Special Department Expense	1,500	500	543	(43)	
52785:Training / Education	2,500	625	545	80	
52790:Transportation and Travel	45,000	15,000	19,899	(4,899)	
52800:Utilities	250,000	83,333	39,069	44,264	Annual sewer fees not realized
53050:Debt Issuance Costs	3,700	3,700	-	3,700	
53190:Taxes and Assessments	517,545	129,386	140,940	(11,554)	Includes \$8,595 in permit fees to be reimbursed by FCC and Energy 2001
53250:Contributions to Other Agencies	274,022	274,022	274,022	-	
53390:Transfer Out A-87 Costs	26,969	8,990	-	8,990	Projected A-87 costs not yet billed or realized.
55510:Operating Transfer Out	-	-	-	-	
59000:Appropriation for Contingencies	-	-	-	-	
Total Expenses	112,632,897	49,373,917	49,264,375	109,542	
Net Income/(Loss)	(62,191,691)	(32,708,786)	(32,436,029)	272,757	
Additional non Income Statement Transactions:					
Bond Proceeds	69,579,799	34,921,867	34,921,866	1	
Planned use of Reserves	3,500,000	1,166,667	-	1,166,667	
Total with Bond Proceeds and Reserves	10,888,108	3,379,747	2,485,837	1,439,424	

Notes:

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- Additional non income Statement Transactions reflect amounts from WPMWA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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Fiscal Year 2023-2024

Combined Revenue

Month	Budget	Actual	Variance
Jul	\$3,928,262	\$3,925,609	(\$2,653)
Aug	\$4,177,329	\$4,215,259	\$37,930
Sep	\$3,839,729	\$4,075,915	\$236,186
Oct	\$4,141,013	\$4,264,339	\$123,326
Nov	\$4,169,590	\$4,108,782	(\$60,808)
Dec	\$3,937,667		
Jan	\$4,309,996		
Feb	\$3,975,637		
Mar	\$4,128,940		
Apr	\$4,308,720		
May	\$4,544,674		
Jun	\$4,062,690		
Totals:	\$49,524,247	\$20,589,904	\$333,981

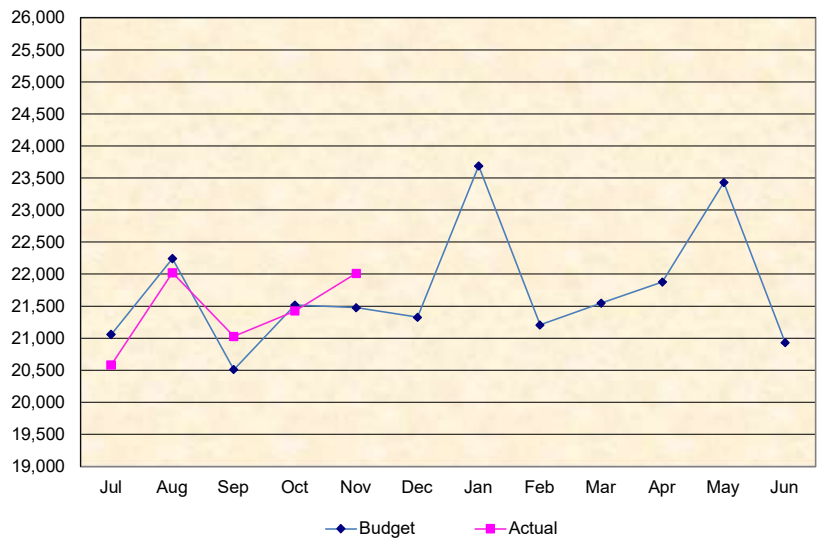


Combined Tipping Fee Revenue Year to Date

Budget	\$20,255,923
Actual:	\$20,589,904
Variance	\$333,981

MSW Tonnage

Month	Budget	Actual	Variance
Jul	21,060	20,585	(476)
Aug	22,242	22,022	(221)
Sep	20,512	21,026	514
Oct	21,518	21,426	(92)
Nov	21,475	22,012	537
Dec	21,327		
Jan	23,689		
Feb	21,206		
Mar	21,547		
Apr	21,879		
May	23,429		
Jun	20,932		
Totals:	260,817	107,071	263

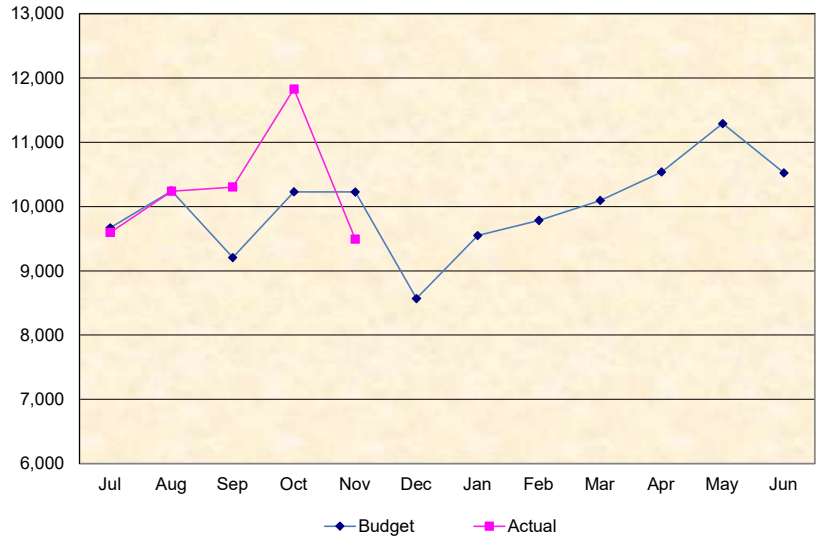


MSW Tonnage Year to Date

Budget:	106,808
Actual:	107,071
Variance	263

C&D Tonnage

Month	Budget	Actual	Variance
Jul	9,669	9,597	(72)
Aug	10,245	10,238	(7)
Sep	9,206	10,303	1,098
Oct	10,230	11,828	1,597
Nov	10,225	9,491	(734)
Dec	8,570		
Jan	9,547		
Feb	9,783		
Mar	10,094		
Apr	10,536		
May	11,290		
Jun	10,523		
Totals:	119,918	51,457	1,882

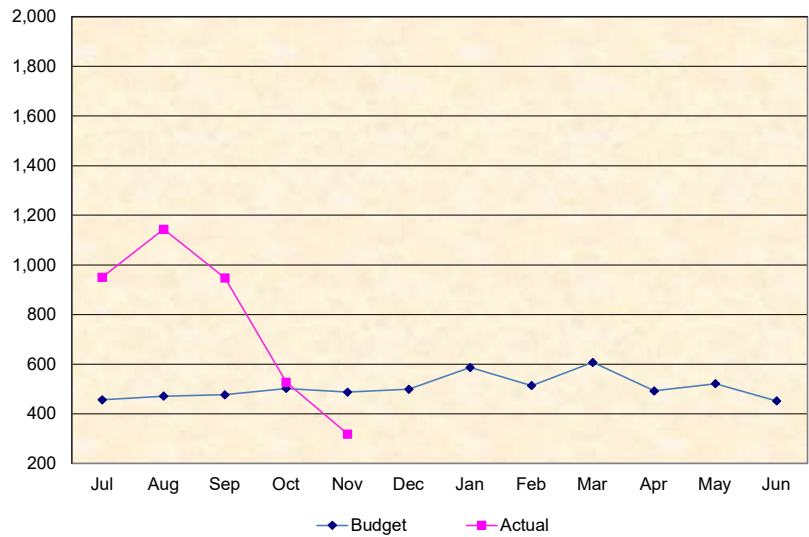


C&D Tonnage Year to Date

Budget:	49,575
Actual:	51,457
Variance	1,882

Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	456	950	494
Aug	471	1,144	672
Sep	477	948	471
Oct	502	527	25
Nov	488	318	(169)
Dec	500		
Jan	586		
Feb	514		
Mar	607		
Apr	493		
May	521		
Jun	452		
Totals:	6,067	3,887	1,493



Sludge & Mixed Inerts Tonnage Year to Date

Budget:	2,395
Actual:	3,887
Variance	1,493

Green Waste Tonnage

Month	Budget	Actual	Variance
Jul	4,036	4,212	176
Aug	4,587	4,687	100
Sep	4,355	4,556	201
Oct	5,131	4,805	(326)
Nov	5,766	5,754	(11)
Dec	6,158		
Jan	5,599		
Feb	4,304		
Mar	4,930		
Apr	6,070		
May	5,973		
Jun	4,363		
Totals:	61,273	24,014	139

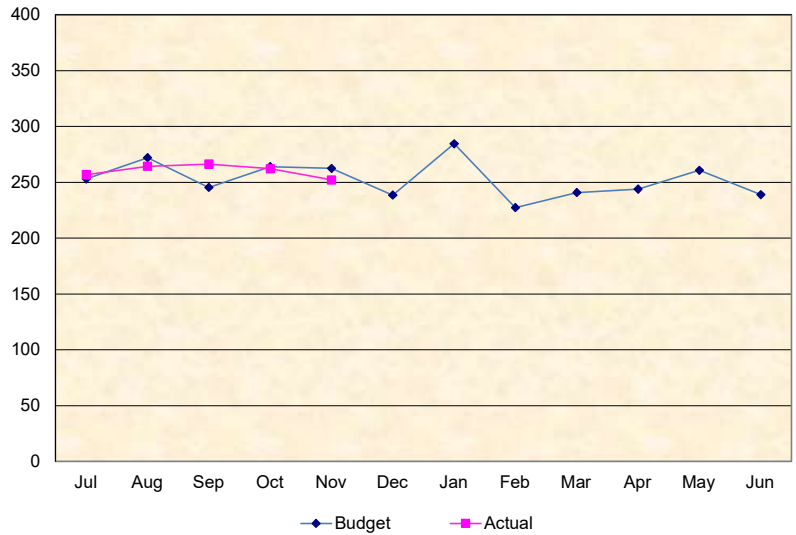


Green Waste Tonnage Year to Date

Budget:	23,875
Actual:	24,014
Variance	139

Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	253	257	4
Aug	272	264	(8)
Sep	245	266	21
Oct	264	262	(2)
Nov	262	252	(10)
Dec	239		
Jan	285		
Feb	227		
Mar	241		
Apr	244		
May	261		
Jun	239		
Totals:	3,032	1,302	5

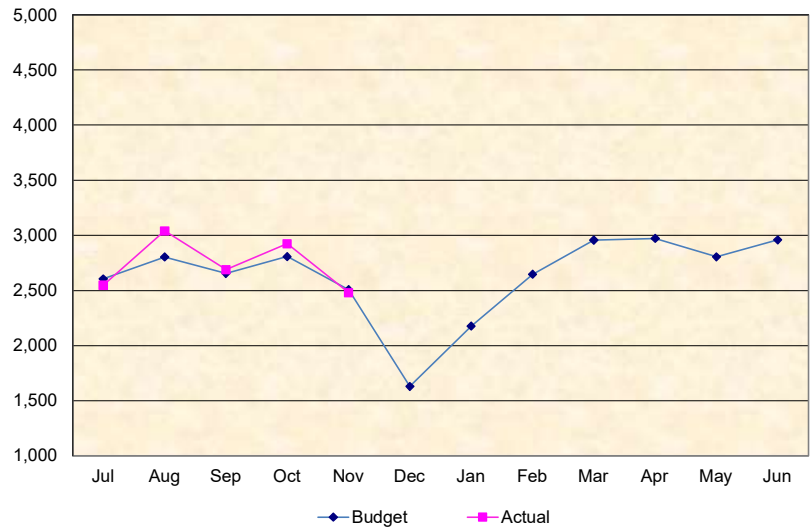


Food Waste Tonnage Year to Date

Budget:	1,297
Actual:	1,302
Variance	5

Inerts Tonnage

Month	Budget	Actual	Variance
Jul	2,606	2,549	(57)
Aug	2,804	3,041	237
Sep	2,654	2,689	34
Oct	2,808	2,924	116
Nov	2,508	2,480	(28)
Dec	1,631		
Jan	2,177		
Feb	2,647		
Mar	2,957		
Apr	2,973		
May	2,806		
Jun	2,958		
Totals:	31,528	13,683	304



Inerts Tonnage Year to Date

Budget:	13,379
Actual:	13,683
Variance	304

Wood Tonnage

Month	Budget	Actual	Variance
Jul	821	801	(20)
Aug	775	802	27
Sep	657	874	217
Oct	716	803	87
Nov	729	583	(146)
Dec	521		
Jan	755		
Feb	696		
Mar	754		
Apr	860		
May	900		
Jun	945		
Totals:	9,128	3,863	165

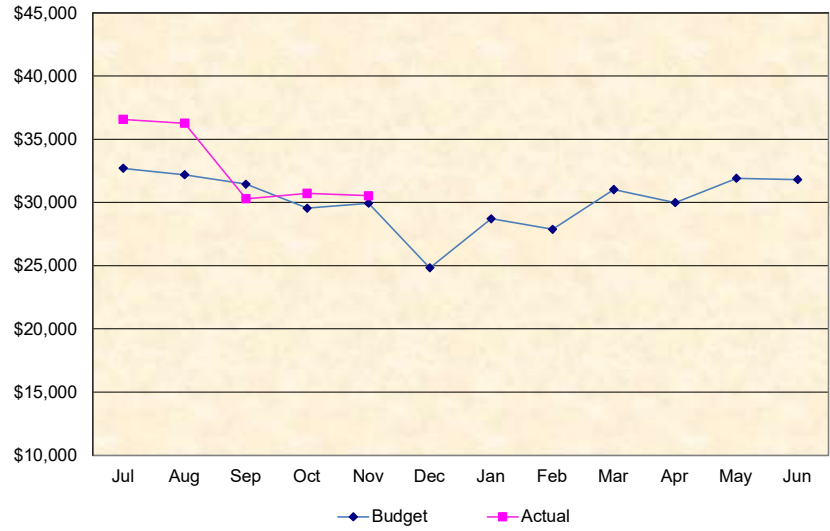


Wood Tonnage Year to Date

Budget:	3,698
Actual:	3,863
Variance	165

Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	\$32,701	\$36,579	\$3,878
Aug	\$32,184	\$36,269	\$4,086
Sep	\$31,435	\$30,283	(\$1,152)
Oct	\$29,538	\$30,719	\$1,181
Nov	\$29,934	\$30,527	\$593
Dec	\$24,833		
Jan	\$28,710		
Feb	\$27,874		
Mar	\$31,015		
Apr	\$29,977		
May	\$31,905		
Jun	\$31,805		



Totals: \$361,910 \$164,376 \$8,586

Miscellaneous Tipping Fee Revenue Year to Date

Budget:	\$155,791
Actual:	\$164,376
Variance	\$8,586

Miscellaneous tipping fee revenue reflects tipping fees received from tires, treated wood waste, appliances, and water treatment plant sludges.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

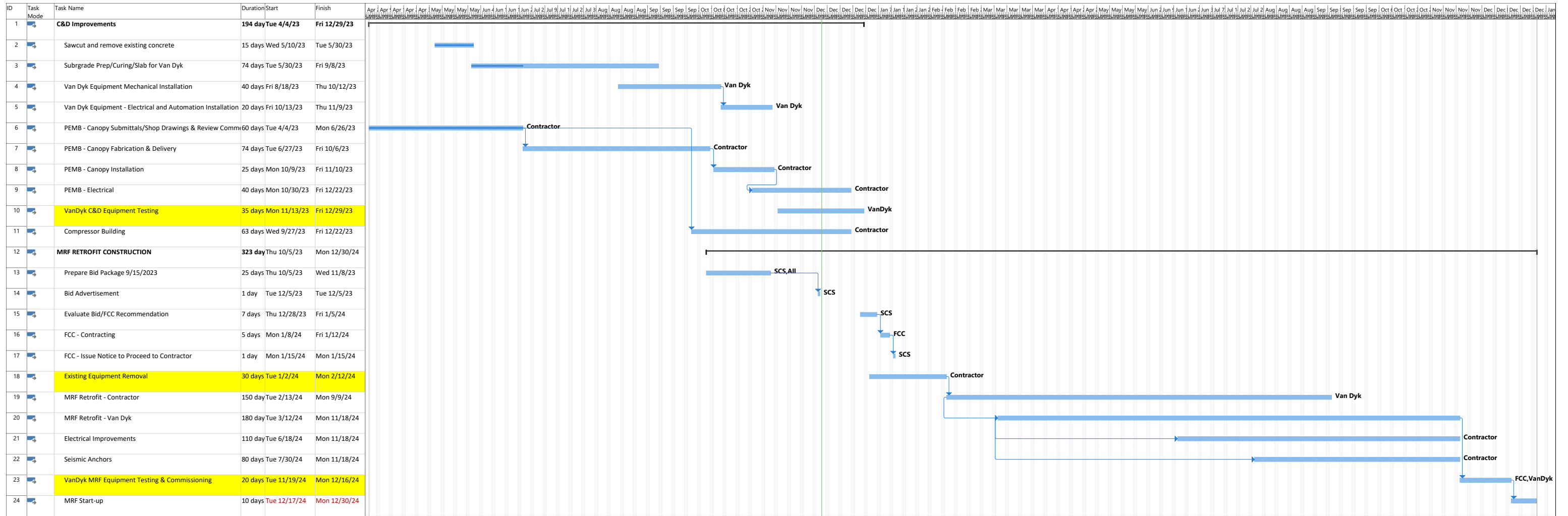
TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / WILL SCHEFFLER** *WS*
SUBJECT: **MRF IMPROVEMENTS PROJECT UPDATE**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

The following information was prepared independently by FCC Environmental Services California, LLC (FCC) and was submitted to the WPWMA on December 7, 2023. The attached is presented to your Board as it was received by WPWMA staff. As such, subjective statements are those of FCC and do not necessarily represent the opinions of WPWMA staff.



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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / JENNIFER SNYDER** JS
SUBJECT: **FY 2022/23 ENERGY 2001 ROYALTY ANALYSIS**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

The Lease Agreement between WPWMA and Energy 2001 includes a provision for the WPWMA to receive royalty payments from Energy 2001 based on electricity generation during the fiscal year. The revenue due to the WPWMA is based on the monthly gross revenues earned by Energy 2001 as opposed to a set percentage of all gross revenues. The methodology for computing the effective monthly royalty rate is shown below.

<u>Monthly Gross Revenues (MGR)</u>	<u>Applicable Monthly Royalty Rate</u>
Less than \$175,000	2%
Between \$175,000 and \$280,000	0.00009524% x MGR – 10.66%
Over \$280,000	16%

Energy 2001 reported \$2,957,725 in gross revenues in FY 2022/23 which resulted in \$362,087 in annual royalties earned by the WPWMA for an average royalty rate of 12.69%. In FY 2022/23, the WPWMA earned \$92,660 less in royalties compared to FY 2021/22. Staff attribute the decrease in royalties to a temporary reduction of active landfill gas wells due to critical facility construction projects performed during the FY 2022/23 including the relocation of stockpiled soil on Modules 1, 2, 10, and 11, and the construction of Module 6. The attached table presents a monthly summary of Energy 2001's revenue and the royalties paid to WPWMA.

ATTACHMENT: SUMMARY OF ENERGY 2001 REVENUES, ROYALTY RATES AND ROYALTIES PAID TO WPWMA

**SUMMARY OF ENERGY 2001 REVENUES,
ROYALTY RATES AND ROYALTIES PAID TO WPWMA**

Month	Energy 2001 Monthly Gross Revenue	Effective Royalty Rate	Royalties Paid to WPWMA
July	\$296,226.98	16.00%	\$46,110.32
August	\$245,954.03	12.76%	\$30,097.73
September	\$233,404.74	11.57%	\$25,718.93
October	\$241,964.79	12.38%	\$28,669.24
November	\$257,466.05	13.86%	\$34,398.79
December	\$245,311.79	12.70%	\$29,868.60
January	\$247,120.46	12.88%	\$30,543.12
February	\$236,629.81	11.88%	\$26,825.62
March	\$235,643.91	11.78%	\$26,472.85
April	\$231,161.71	11.36%	\$24,973.97
May	\$242,293.36	12.42%	\$28,806.84
June	\$244,546.77	12.63%	\$29,600.26
Total	\$2,957,724.40	12.69%	\$362,086.26

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / JENNIFER SNYDER** JS
SUBJECT: **SITE WIDE ODOR PLAN ANNUAL UPDATE**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

The WPWMA's Site Wide Odor Plan (SWOP), adopted by your Board on December 10, 2020, provides an overview of the WPWMA's facilities and services, potential operational odor sources, and associated mitigation measures implemented at the facility. The SWOP is intended to be used as a tool by the WPWMA and its facility operators, contractors, and consultants to consistently and proactively take appropriate steps to reduce the potential for off-site odors.

In January 2021, the WPWMA formally began implementing the SWOP including the identified best management practices (BMPs), regular on- and off-site odor monitoring, continued public education and outreach, and researching new odor reduction and monitoring technologies. This update provides a summary of these efforts over the last reporting period (FY 2022/23) of SWOP implementation.

Staff welcomes any feedback your Board may have on items of interest or additional metrics your Board would like included in these summary reports.

Best Management Practices

The SWOP established a series of BMPs to help mitigate odors from its facilities including the materials recovery facility (MRF), landfill, landfill gas collection and control system, and composting operations.

Staff perform routine facility inspections to ensure BMPs have been implemented and consistently adhered to as outlined in the SWOP. Any operational concerns identified by staff are immediately communicated to the applicable contract entity (e.g., SCS, FCC, etc.) to remediate the identified issue.

During the reporting period, staff notified FCC of several operational issues related to cleanliness in and around the MRF and ensuring the MRF tipping floor doors are closed at the end of the day. The concerns were promptly addressed by FCC, and no additional issues related to other facility operations were identified. WPWMA staff will continue these collaborative efforts with FCC to ensure the BMPs are being adhered to through general management and good housekeeping practices.

Odor Monitoring

Dispersion and Predictive Odor Risk Monitoring

The WPWMA employs a site-wide continuous odor monitoring and dispersion modeling system and meteorological station to provide objective, quantifiable, visual representations of the probable off-site odor concentrations over time associated with the WPWMA's operations.

The system also includes a feature that uses weather forecast data to prepare a 3-day odor risk forecast that identifies periods of time (hourly) where there could be an increased potential for odors to be experienced by nearby receptors. The odor risk forecast is updated daily and provided to the facility operators, contractors, and consultants allowing them to plan their operations to minimize the potential for off-site odors. The odor forecast is also used by WPWMA staff when monitoring BMPs. An example of the daily odor risk forecast report is attached.

During the reporting period, there were 20 days when the odor risk forecast predicted periods of moderate and/or high risk of odors in the region due to weather conditions. For each occurrence, FCC amended operations so that activities with higher potential to produce odors (e.g., turning, screening, or grinding of compost, etc.) did not occur during times of projected elevated odor risks. Additionally, FCC submitted summary reports to the WPWMA outlining how operations were modified.

During six of these instances, the WPWMA received a total of eight odor notifications. Based on the limited number of notifications received during these elevated odor risk periods, staff believe that the forecasting tool and practice of amending operations as necessary is continuing to have a positive impact on reducing the potential for off-site odors.

Routine On- and Off-site Odor Monitoring by WPWMA Staff

Staff conduct weekly on- and off-site odor monitoring at defined locations to evaluate and record the type and intensity of odors that have the potential to be experienced by nearby receptors. Odors are monitored at twelve off-site locations and six on-site locations. Staff generally conducted monitoring in the morning when odors are expected to be the most noticeable. At each location, staff records: 1) time, 2) if there are any noticeable odors, along with a description and intensity, 3) odor strength by using the Nasal Ranger field olfactometer, and 4) any pertinent field observations (e.g., trash collection day in the area, construction activities, surrounding land use conditions, etc.) that could contribute to perceived odors.

Similar to the two previous reporting periods, staff rarely detected odors at the identified off-site monitoring locations. Most odors identified at these locations were classified as faint to mild in intensity and the Nasal Ranger measurements appear to support these observations. Typical types of odors noted by staff at each on-site monitoring location tended to confirm the WPWMA's current understanding that composting and landfill related operations remain the dominant sources of facility related odors.

After each weekly monitoring event, staff compared the data recorded during inspections to the odor monitoring system to see how well the field observations

compared to the odor dispersion model predictions. In most cases, staff found that the data displayed in the modelling system was consistent with the odor conditions noted in the field.

Ambient eNose Sensor Installation

In September 2021, six ambient electronic odor sensors were installed and incorporated into the WPWMA's continuous odor monitoring system to act as an "early warning system" of the potential for off-site odors and to further facilitate the measurement of odors in surrounding areas. Three of the ambient sensors are located along the WPWMA's southern fence line and the other three are in public parks in the City of Roseville south of the facility, including Stizzo Park, Mel Hamel Park and Davis Park.

While the sensors are not designed to discern specific odors or the sources of odor, they are useful in providing real-time information to the WPWMA regarding the potential for elevated odors in nearby neighborhoods. By using this system, staff can conduct proactive off-site odor inspections and, if warranted, work with on-site personnel to modify operations in an effort to further reduce the potential of noticeable off-site odors.

Staff conduct proactive monitoring during normal business hours, as ambient sensor alerts are received and as staffing availability permits. During the reporting period, staff conducted 22 proactive monitoring investigations. Of these, odors were detected in three instances at the ambient sensors located along the WPWMA's southern perimeter fence; no odors were detected at the sensors located in public parks.

Odor Notifications

During the reporting period, the WPWMA received 35 odor notifications. Of these, staff determined that 5 were directly related to the WPWMA's operations, 10 were likely a combination of WPWMA and other non-WPWMA sources, and 20 were likely not related to WPWMA operations.

For purposes of comparison, the previous year (FY 2021/22), the WPWMA received 56 odor notifications with 17 attributable to WPWMA operations, 20 representing a combination of WPWMA and non-WPWMA sources and 19 likely not related to WPWMA operations.

Compared to the previous reporting period, there was a 38% reduction in the total number of odor notifications received and since implementation of the SWOP, there has been an overall 87% reduction. While staff cannot say with certainty that formal implementation of the SWOP had a verifiable impact on reducing off-site odors, the data continues to suggest a significant reduction in the number of odor notifications received may be due to implementation of the SWOP.

Public Education and Outreach

The WPWMA continues to engage with residents to help educate and inform them about the critical function the WPWMA plays in managing solid wastes generated in western Placer County.

Since 2011, the WPWMA has conducted annual public meetings at its facility designed specifically to engage residents who have the potential to experience odors associated

with the WPWMA's operations. Staff held the 2023 annual Odor Workshop on November 2, 2023 and had 25 participants.

Additionally, over the last year staff has presented and provided facility tours to several nearby resident groups discussing facility odors including from Sun City Lincoln Hills, Sun City Roseville, and the Blue Oaks, West Park, and Fiddymont Farms Neighborhood Associations.

At the recommendation of your Board to share the positive steps the WPWMA has taken to reduce and mitigate facility odors, this year the WPWMA's videographer contractor will be producing two videos explaining the SWOP and the process of submitting an odor notification.

Planned Future Efforts

Facility upgrades are currently underway and include the implementation of several improvements to help further reduce facility odors, such as transitioning to a covered aerated static pile (ASP) composting system, transferring organic materials from the MRF to the composting facility via a covered conveyor and installation of an air purification system in the new MRF. Improvements are expected to be finished by February 2025. Staff plan to present a more comprehensive update to your Board in next year's SWOP memo.

STRATEGIC PLAN/GOALS:

GOAL 1 – Improve outreach, public education, and customer experience/service.

ATTACHMENTS: SAMPLE ODOR RISK REPORT

Odor Risk

Daily Risk

Site: Western Placer Waste Management Authority - Western Regional Sanitary Landfill

Report Issued:

Feb 8, 2021 3:31 AM

Report Period:

Shift starting Feb 7, 2021 6:00 PM













No Data None Low Moderate High Extreme



Note: Operational adjustments should be implemented when:
 1) Any continuous three (3) hour period where each hourly risk potential is noted as "HIGH", or
 2) Any continuous six (6) hour period where each hourly risk potential is noted as "MODERATE" or "HIGH"

Day Shift - Monday

Feb 8, 2021 6:00 AM - Feb 8, 2021 6:00 PM

Hours	06 - 07	07 - 08	08 - 09	09 - 10	10 - 11	11 - 12	12 - 13	13 - 14	14 - 15	15 - 16	16 - 17	17 - 18
Risk	 Low	 Low	 High	 Moderate	 High	 High	 High	 Moderate	 Low	 Low	 High	 Moderate
Wind Direction	W	NE	NW	N	N	NW	N	NW	NW	NW	NW	NW
Mixing Height (m)	30.92	51.48	41.42	79.45	81.36	81.37	88.83	156.49	156.29	153.34	99.68	147.36
Temperature (°F)	37.61	37.96	38.37	40.53	42.28	45.36	48.66	51.86	52.56	51.88	50.35	48.30
Wind Speed (mph)	2.25	0.72	1.54	2.26	1.24	1.91	1.43	2.88	6.48	5.89	1.66	4.46
Rainfall (mm)	--	--	--	--	--	--	--	--	--	--	--	--

Alerts

Monday 06:00 - 08:00: Low odor risk

Monday 08:00 - 09:00: Low speed winds blowing towards the south are causing a high odor risk

Monday 09:00 - 10:00: Moderate speed winds blowing towards the south are causing a moderate odor risk

Monday 10:00 - 13:00: Low speed winds blowing towards the south are causing a high odor risk

Monday 13:00 - 14:00: Moderate speed winds blowing towards the south are causing a moderate odor risk

Monday 14:00 - 16:00: Low odor risk

Monday 16:00 - 17:00: Low speed winds blowing towards the south are causing a high odor risk

Monday 17:00 - 18:00: Moderate speed winds blowing towards the south are causing a moderate odor risk

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*
SUBJECT: **SUMMARY OF COMMUNITY MEETING TO DISCUSS ODORS**

RECOMMENDED ACTION:

None. This item is for informational purposes only.

BACKGROUND:

On November 2, 2023, the WPWMA held its thirteenth annual community meeting to discuss facility odors. Staff hosted community members at the first in-person meeting in four years at the WPWMA's Administrative Offices. In addition to the workshop, staff also led attendees on a vehicle tour of the WPWMA's campus, with the opportunity to view the new C&D construction, Module 6 construction, landfill gas extraction wells, active landfill face, and more.

During the workshop, staff presented on the WPWMA's history and operations, regional odor sources, site wide odor sources and the WPWMA's Site Wide Odor Plan, the WPWMA's odor monitoring system, and upcoming facility improvements (particularly related to odor mitigation). The workshop also included interactive components including a scent activity where participants smelled different odor sources from the WPWMA's campus and a live poll where attendees shared which scents were pleasant or unpleasant to show the subjectivity of the human nose. At the conclusion of the workshop, attendees received a car air freshener to take home with a QR code providing additional information about the WPWMA and odor mitigation efforts.

The workshop was advertised via a press release; ads on the WPWMA's website; an email to users of the odor notification system; NextDoor.com; neighborhood association newsletters and Facebook groups; neighborhood association meetings; social media ads; the Placer Recycles and WPWMA Facebook, Instagram, Twitter, and LinkedIn pages; and an article in the Roseville Press Tribune.

25 people attended this year's tour and workshop, the majority of whom discovered the workshop from a WPWMA email, community meeting, or NextDoor advertising. Resident participants included residents from Roseville's Westpark, Blue Oaks, Sun City Roseville, and Crocker Ranch neighborhoods; Rocklin's Whitney Ranch neighborhood; and Lincoln's Sun City Lincoln Hills and Lincoln Crossing. Other attendees included Chairman Alvord, and representatives from the Placer County Air Pollution Control District, the City of Rocklin, and the City of Roseville Utility Exploration Center.

Staff answered participant questions and received feedback from nearby residents expressing appreciation of the WPWMA's efforts to engage with the community.

Future community meetings will be organized to continue communication with local residents and community members regarding the WPWMA's efforts to monitor and control facility-related odors.

STRATEGIC PLAN/GOALS:

GOAL 1 – Improve outreach, public education, and customer experience/service.



WESTERN PLACER WASTE MANAGEMENT AUTHORITY
Minutes of November 9, 2023

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddlyment Road, Roseville, CA.

Directors Present:

Scott Alvord
Shanti Landon
Bonnie Gore
Bill Halldin
Holly Andreatta

Staff Present:

Ken Grehm
Kevin Bell
Eric Oddo
Robert Sandman
Will Scheffler
Heather Wilden

1. Call Meeting to Order: Chairman Alvord called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Landon led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Public Comment: None.
6. Announcements & Information
 - a. Reports from Directors: None.
 - b. Report from the Executive Director:
 1. Ken Grehm explained that the WPWMA is continuing to negotiate with the County on the proposed MOU and staff will provide a draft to the Member Agencies' legal counsels for review once it is ready. Ken indicated staff intends to take an item to the Board in December to begin discussing compensation and benefits for the new General Manager position.
 2. Ken noted that if the Board is interested in observing the Module 6 liner project, they can contact Emily Hoffman to schedule a tour.
 3. Eric Oddo apprised the Board of an article in Waste Today listing the top 25 MRFs in North America based on the recovered recyclable tonnages shipped for reuse, noting that WPWMA is number six in North America and number one in California.
 - c. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - d. Monthly Tonnage Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - e. MRF Operator Quarterly Report: Brandon Stevens of FCC Environmental Services California provided a summary of the report. There were no questions from the Board.
 - f. Landfill Operator Quarterly Report: Brandon Stevens of FCC Environmental Services California provided a summary of the report. There were no questions from the Board.

- g. MRF Improvements Project Update: Brandon Stevens of FCC Environmental Services California provided an update of the improvements and answered questions from the Board.
- h. WPWMA Operations & Engineering Report: Will Scheffler summarized the report. There were no questions from the Board.
- i. Landfill Gas Presentation: Will Scheffler provided a presentation on the landfill gas system and answered questions from the Board.

7. Action Items

- a. Minutes of the Board Meeting held October 12, 2023
Staff recommended approving the minutes as submitted.

MOTION TO APPROVE ITEM 7a: Halldin/Gore
ROLL CALL VOTE: AYES: Andreatta/Halldin/Gore/Landon/Alvord

- b. Compatible Technology Evaluation Criteria:
Staff recommended the Board:
 - 1. Approve criteria associated with the preliminary evaluation of third-party compatible technologies proposed to be sited on the WPWMA's campus.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.Eric Oddo provided a summary of the report and answered questions from the Board.

MOTION TO APPROVE ITEM 7b: Gore/Halldin
ROLL CALL VOTE: AYES: Andreatta/Halldin/Gore/Landon/Alvord

- c. Board Meeting Policies and Practices Virtual Access:
Staff recommended the Board:
 - 1. Provide direction to staff regarding suggested revisions to the WPWMA's policies and procedures for providing virtual access to WPWMA Board meetings.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.Eric Oddo provided a summary of the report and answered questions from the Board.

The Board provided direction to staff noting a preference for live streaming the meetings across the WPWMA's YouTube channel while preserving an option, if feasible, to perform select presentations virtually. The Board directed staff to return at the December meeting with a proposed policy related to the revised meeting practices.

MOTION TO APPROVE ITEM 7c: Gore/Andreatta
ROLL CALL VOTE: AYES: Andreatta/Halldin/Gore/Landon/Alvord

d. WPWMA Board Size and Composition:

Staff recommended the Board provide direction to staff regarding possible adjustments to the size and jurisdictional composition of the WPWMA Board of Directors.

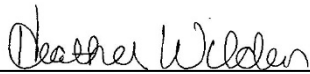
Kevin Bell summarized the report and answered questions from the Board.

After deliberation, the Board provided direction to staff to prepare an amendment to the Joint Powers Agreement to redefine the size and composition of the WPWMA Board to reflect a single seat per Member Agency for a total of four (4) seats.

8. Upcoming Agenda Items: None.

9. Adjournment: Meeting was adjourned at 6:57 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / STEPHANIE ULMER** *SU*
SUBJECT: **CPSC AND SWANA LTF ANNUAL FINANCIAL SUPPORT**

RECOMMENDED ACTION:

1. Adopt Resolution 23-05 approving continued annual financial support of the California Product Stewardship Council (CPSC) and SWANA Legislative Task Force (LTF) for the next five years.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The WPWMA, along with most local government agencies, bear the cost and responsibility for complying with state solid waste mandates, often managing problematic waste streams with little to no state financial support. Two organizations, the CPSC and SWANA's LTF, assist local governments in researching and lobbying for more practical and cost-effective ways to manage materials, relieving government agencies of some of that burden.

CPSC is a non-profit organization supported by local governments, CalRecycle, and businesses with the mission of promoting product stewardship policies and projects by shifting from a government-funded, ratepayer-financed waste management model to one that relies on extended producer responsibility (EPR). The WPWMA has provided financial support CPSC for the past twelve years, as many of the waste products CPSC targets have historically been difficult or costly for the WPWMA to dispose or market for recycling, including paint, mattresses, pharmaceuticals and sharps, batteries, and propane cylinders.

SWANA is a trade organization primarily serving local government agencies that provide solid waste services. The LTF was established to track and influence state legislation and regulations affecting the solid waste industry. The WPWMA has provided financial support to the LTF for the last twenty years.

Staff believes the WPWMA will continue to benefit from CPSC's EPR advocacy and the LTF's role in shaping solid waste legislation and recommends the WPWMA commit to continuing its historical levels of financial support of both entities over the next five years.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under the California Environmental Quality Act.

FISCAL IMPACT:

Staff recommends the WPWMA continue making annual financial contributions to each entity (\$1,500 for CPSC and \$2,000 for the LTF). Sufficient funding for these

expenditures is included in the FY 2023/24 Final Budget and associated Financial Forecast before your Board for consideration this evening.

STRATEGIC PLAN/GOALS:

Goal 3 – Increase material diversion and domestic reuse.

Goal 4 – Maintain fiscally responsible systems.

Goal 6 – Establish internal policy and inform regional policy.

ATTACHMENT: RESOLUTION 23-05

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 23-05

A RESOLUTION AUTHORIZING PAYMENT OF ANNUAL CONTRIBUTIONS TO THE SOLID WASTE ASSOCIATION OF NORTH AMERICA LEGISLATIVE TASK FORCE AND THE CALIFORNIA PRODUCT STEWARDSHIP COUNCIL

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, the WPWMA along with most local government agencies, bear the brunt of responsibility for complying with state solid waste mandates, often managing problematic waste streams with little to no financial support; and

WHEREAS, the California Product Stewardship Council (CPSC) is a non-profit organization supported by local governments, CalRecycle, and businesses with the mission of promoting product stewardship policies and projects by shifting from a government-funded, ratepayer-financed waste management model to one that relies on extended producer responsibility (EPR); and

WHEREAS, the WPWMA has supported CPSC for the past thirteen years, as many of the waste products CPSC targets have historically been difficult or costly for the WPWMA to dispose or market for recycling, including paint, mattresses, pharmaceuticals and sharps, batteries, and propane cylinders; and

WHEREAS, CPSC's efforts have benefited the WPWMA, most notably their role in implementing California's PaintCare program, participation in which has resulted in an

annual cost savings to the WPWMA of approximately \$170,000. CPSC was also instrumental in implementing the Bye Bye Mattress program which provides free mattress disposal for residents; WPWMA staff implemented the Bye Bye Mattress program in February 2022; and

WHEREAS, the WPWMA tracks legislation that could result in significant financial and operational impacts to its facilities; and

WHEREAS, SWANA is a trade organization primarily serving local governments that provide solid waste services, and their LTF was established to track and influence state legislation and regulations affecting the solid waste industry; and

WHEREAS, considering the significant impacts to the WPWMA's operations from recent and pending legislation and regulation, and the LTF's role in helping shape this legislation, staff believes it benefits the WPWMA to continue supporting their efforts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Western Placer Waste Management Authority:

1. Authorizes and empowers the Executive Director, Deputy Executive Director and Program Manager to approve financial support of the California Product Stewardship Council up to a maximum of one thousand five hundred dollars (\$1,500) per year.
2. Authorizes and empowers the Executive Director, Deputy Executive Director and Program Manager to approve financial support of the Solid Waste Association of North America Legislative Task Force up to a maximum of two thousand dollars (\$2,000) per year.
3. Authorizes this Resolution 23-05 to remain effective until December 31, 2028.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / RYAN SCHMIDT** *RS*
SUBJECT: **MODULE 6 LINER INSTALLATION**

RECOMMENDED ACTION:

1. Approve an increase of \$133,968 to the spending authority associated with the Module 6 Liner installation project delegated to the Executive Director or designee, increasing the total delegated spending authority to an amount not to exceed \$8,439,576.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the March 9, 2023 meeting, your Board approved plans and specifications and authorized staff to solicit bids for the Module 6 Liner Installation. On May 11, 2023, your Board authorized the Executive Director or designee to: 1) execute an agreement with Anderson Dragline, Inc. (ADI) for construction of the Module 6 Liner system and 2) approve any required change orders in an amount not to exceed \$210,000 consistent with Section 20142 of the Public Contract Code. The total spending authority delegated to the Executive Director or designee for the project was \$8,305,608.

Construction of the Module 6 Liner began in August 2023 and (weather permitting) will be completed in February 2024. To date, the WPWMA has authorized approximately \$133,968 in change orders, leaving approximately \$76,032 in change order spending authority. Due to the overall complexity of building the liner system, the increased risk for storm-related damages and delays, and ensuring the liner system is completed and receives regulatory approval prior in time to meet operational needs, staff believe it is critical that WPWMA and ADI remain nimble in proactively addressing project needs. To achieve this, staff recommend increasing the available change order spending authority by \$133,968 to bring the available change order spending authority back up to the initial \$210,000 amount.

ENVIRONMENTAL CLEARANCE:

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

FISCAL IMPACT:

The recommended action would increase the total project cost to a not-to-exceed amount of \$8,439,576. Sufficient funding is identified in the FY 2023/24 Final Budget included as a separate item on tonight's agenda.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / KEVIN BELL**
SUBJECT: **FOURTH AMENDMENT TO THE MRF OPERATING AGREEMENT**

RECOMMENDED ACTION:

1. Authorize the Chair to sign the Fourth Amendment to the Materials Recovery Facility (MRF) Operating Agreement with FCC Environmental Services California, LLC (FCC) establishing a short-term reduction in the Construction and Demolition Debris (C&D) recovery rate requirement and marketing recovered organic materials to meet Member Agency SB 1383 procurement requirements.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the September 14, 2023 meeting, your Board authorized and directed staff to negotiate an amendment to the MRF Operating Agreement with FCC related to FCC's C&D diversion levels for FY 2022/23 consistent with the attached deal points.

The attached proposed Fourth Amendment reflects the subsequent discussions between staff and FCC. The proposed Fourth Amendment establishes a six-month reduction in the C&D GMRL from 50% to 35%; FCC will not be eligible to earn incentive payments for exceeding the reduced C&D GMRL during this period. Additionally, the amendment obligates FCC to comply with the annual procurement targets of each of the Member Agencies. Finally, the amendment requires FCC to provide at least \$830,000 towards facility improvements as directed by the WPWMA. Examples of potential facility improvements include installation of an automated "kiosk" scalehouse system for use by the Member Agencies and their Designated Haulers and improvements at the public tipping area.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under CEQA guidelines Section 15378(b)(5). Further, based on the anticipated types of infrastructure upgrade projects contemplated in the proposed Fourth Amendment, the upgrades are exempt from further environmental review in accordance with CEQA Guidelines Section 15301 "Existing Facilities".

FISCAL IMPACT:

While FCC's obligation under the proposed Fourth Amendment to comply with the annual procurement targets on behalf of Member Agencies provides direct and quantifiable value to these entities, this element does not have a direct benefit to the WPWMA. As such, staff have not included an estimate of this value for the purposes of quantifying the fiscal impact to the WPWMA.

As reported to your Board at the September 14, 2023 meeting, FCC was subject to a disincentive payment of \$530,040 in FY 2022/23 for not meeting the C&D GMRL. Additionally, after reviewing FCC's recovery performance since the start of the fiscal year, the parties agreed to reduce the C&D GMRL from 50% to 35% for the first six months of FY 2023/24 (i.e., July 1 through December 31, 2023). Based on the applicable material tonnages the WPWMA anticipates receiving through the first half of the fiscal year and the potential disincentive FCC could be subject to if the GMRL were not reduced, staff valued this amendment provision at approximately \$300,000. As a result, staff negotiated a provision for FCC to make facility upgrades, at the WPWMA's direction and at no cost to the WPWMA, for an amount equal to at least \$830,000.

STRATEGIC PLAN/GOALS:

Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: APPROVED DEAL POINTS
FOURTH AMENDMENT TO THE MRF OPERATING AGREEMENT

APPROVED DEAL POINTS

1. FCC, for the duration of the Agreement, will market recovered organic materials in a manner adequate to meet the procurement target of each Member Agency per Article 12 of the SB1383 regulations.
 - a. FCC will maintain the necessary documentation to demonstrate its efforts and provide such documentation to the WPWMA for distribution to the Member Agencies.
 - b. FCC will be liable to the Member Agencies for any monetary fines or penalties issued by CalRecycle directly associated with the Member Agencies' failure to meet the mandated recovered organic procurement requirements, to the extent such liability is within FCC's reasonable control and such liability is a direct result of FCC's failure.
2. FCC will design, permit, bid and build additional mutually agreed upon infrastructure improvements at the WPWMA's facility in the range of between \$730,000 and \$830,000 in direct value to the WPWMA, to be determined based on a review of recent performance. Such infrastructure improvements may include, but are not necessarily limited to, the following:
 - a. Improvements at the public tipping area to improve the recovery and storage of carpet and electronic wastes.
 - b. An automated scalehouse kiosk system to improve the efficiency for processing customer transactions associated with the City of Roseville, City of Lincoln and Recology haul vehicles.
 - c. A viewing gallery and catwalk or other improvements in the Materials Recovery Facility that would provide the opportunity for interested parties to tour the facility and observe the updated MRF operations.
3. Reduce the C&D Guaranteed Minimum Recycling Level ("GMRL") from the current 50% to a range of 35 to 40%, to be determined based on a review of recent performance, for the period of July 1, 2023 through December 31, 2023. Effective January 1, 2024, the C&D GMRL will return to 50%.

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: 105338

DESCRIPTION: Fourth Amendment to the Operating Agreement for Operation of the Materials Recovery Facility

This FOURTH Amendment (“Fourth Amendment”) is entered into as of the date last signed below (“Effective Date”) by and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (the “WPWMA”), and **FCC Environmental Services California, LLC** (“Contractor”, collectively the “Parties”).

RECITALS

1. The WPWMA and Contractor entered into that certain “Operating Agreement for Operation of The Materials Recovery Facility” and Addendum #1 as of July 1, 2022, which was previously amended by the First Amendment as of April 14, 2022, the Second Amendment as of July 27, 2022, and the Third Amendment as of January 30, 2023 (hereinafter collectively referred to as the “Agreement”). This Fourth Amendment further amends the Agreement as provided herein.
2. As set forth in Section 5.15 B of the Agreement, the C&D Guaranteed Minimum Recycling Level shall be not less than fifty percent (50%) by weight of all Construction and Demolition Debris and qualifying Inert Materials received at the WPWMA Site until substantial completion of the Facility Expansion, which is anticipated for January of 2025.
3. The Parties acknowledge and agree that, in accordance with Section 6.6 B of the Agreement, Contractor is subject to a disincentive adjustment of \$530,039.54 for the period of July 1, 2022 through June 30, 2023.
4. Contractor has advised the WPWMA that it does not believe it will meet the C&D Guaranteed Minimum Recycling Level required in Section 5.15 B of this Agreement during the six-month period of July 1, 2023 through December 31, 2023 and has requested that such C&D Guaranteed Minimum Recycling Level be temporarily reduced to thirty five percent (35%) for the period of July 1, 2023 through December 31, 2023.
5. The Parties reached an agreement, represented by this amendment, that Contractor will not be subject to disincentive payments for the period of July 1, 2022 through June 30, 2023, and the C&D Guaranteed Minimum Recycling Level will be temporarily reduced to thirty five (35%) for the period of July 1, 2023, through December 31, 2023. In exchange, Contractor will invest Eight Hundred Thirty Thousand Dollars (\$830,000) in additional WPWMA-identified infrastructure at the Facility by June 30, 2025, and through the term of the Agreement, Contractor will satisfy the Member Agencies’ Recovered Organic Waste Products (“ROWP”) procurement requirements under Senate Bill (SB) 1383, as may be amended, including any fine and/or penalty amounts.

6. Both Parties recognize that this proposal provides value to both WPWMA and the Contractor, and Contractor and WPWMA desire to amend the Agreement to reflect the revised understanding between the Parties as set forth below.
7. All references in this Fourth Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The above Recitals are true and correct and form a substantive part of this Fourth Amendment.
2. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.
3. The following paragraph is added to Section 6.6 A:

Notwithstanding the foregoing, Contractor shall not be entitled to an incentive payment for exceeding the C&D Guaranteed Minimum Recycling Level for the period of July 1, 2023 through December 31, 2023.

4. Section 6.6 C, "Fiscal Year 2022-23 C&D GMRL Disincentive Terms" is added to the Agreement as follows:

In lieu of the WPWMA exercising its rights under Section 6.6.B and Section 8.2 of the Agreement, Contractor shall expend an amount not to exceed Eight Hundred Thirty Thousand Dollars and No Cents (\$830,000) ("Improvement Funds") to design, permit, bid, and build mutually agreed upon infrastructure improvements at the Facility in direct value to the WPWMA ("Improvements"). Such Improvements may include, but are not necessarily limited to, the following and shall be approved, in writing, by the WPWMA Executive Director:

- i. Improvements at the Publicly Hauled Waste Tipping Area to improve the recovery and storage of carpet and electronic wastes.
- ii. An automated scalehouse kiosk system to improve the efficiency for processing customer transactions associated with the Member Agencies or their Designated Haulers.
- iii. A viewing gallery and catwalk or other improvements in the Materials Recovery Facility that would provide the opportunity for interested parties to tour the Facility.

At the time Improvements are agreed upon by Contractor and WPWMA, Contractor will provide an estimated budget and schedule for each Improvement. Upon completion of the Improvements, Contractor shall provide WPWMA with construction invoices, receipts, and as-built drawings.

Contractor shall complete all Improvements by June 30, 2025, unless otherwise agreed to in writing. If Contractor fails to complete Improvements within this timeframe, WPWMA shall be entitled to withhold the total value of the Improvement Fund from payment due Contractor, less the value of any Improvements completed within this timeframe and shall also be entitled to exercise all of its rights under the Agreement.

5. The following paragraph is added to Section 5.15 B:

Notwithstanding the foregoing, from the period of July 1, 2023, until December 31, 2023, Contractor shall Recycle for Creditable Recovery not less than thirty five percent (35%) by weight of all Construction and Demolition Debris and qualifying Inert Materials received at the WPWMA Site regardless of whether or not it is directed to the Facility for Processing.

6. Section 5.23.D, entitled "SB 1383 Procurement of Recovered Organic Waste Products" shall be added and shall read in its entirety as follows:

Notwithstanding the foregoing, Contractor shall, for the Term of the Agreement, meet the annual ROWP Procurement Target for each Member Agency as defined by California Code of Regulations Title 14, Division 7, Chapter 12, pursuant to the terms in Exhibit Q.

7. Exhibit Q, attached hereto, is added and incorporated into the Agreement.
8. Except as expressly provided in this Fourth Amendment, the Agreement shall remain unchanged and in full force and effect. After this Fourth Amendment is duly executed and delivered by WPWMA and Contractor, this Fourth Amendment shall be and constitute an integral part of the Agreement.

[The remainder of this page intentionally left blank].

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment.

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC

By: _____
Chief Operating Officer

Date: _____

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____
Chair

Date: _____

Approved as to Form

By: _____
WPWMA Counsel

EXHIBIT Q

ANNUAL RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT TARGET

SB 1383 (short-lived climate pollutants) was approved by the Governor in September 2016. Beginning January 1, 2022, SB 1383 required cities and counties to annually procure specific quantities of recovered organic waste product. The SB 1383 regulations relevant to this Agreement are in the California Code of Regulations, Title 14, Division 7, Chapter 12 (“Regulations”). The Regulations set forth quantities of ROWP, including compost, that municipalities must procure (“ROWP Target(s)”). The parties intend that if AB 1383 is amended from time to time or its implementing code sections or regulations renumbered or reorganized, the amended and renumbered sections or regulations will be read into this Agreement and replace any specific references.

As provided below, Contractor shall meet the annual ROWP Target for each Member Agency pursuant to SB 1383, as may be amended from time to time. The Compost under this Agreement must meet the specifications and requirements in the Regulations.

1. Recovered Organic Waste Product (ROWP) Target

Annually, Contractor shall satisfy the state’s published ROWP Targets for the Member Agencies, unless the ROWP Targets are adjusted as provided in Section 3 below, in which case Contractor will be responsible for the adjusted ROWP Target(s) for the respective Member Agency or Agencies. It is Contractor’s responsibility to ensure it is complying with SB 1383 requirements to meet the ROWP Targets for all Member Agencies.

Pursuant to 14 CCR § 18993.1, the per capita ROWP Target is 0.08 Tons and 0.58 Tons of Compost constitutes one (1) ton of ROWP credit. The ROWP Targets established by CalRecycle for January 1, 2022 through December 31, 2026, are provided below, along with the compost equivalent.

Member Agency	Population	Annual ROWP Procurement Target (Tons)	
		Total Procurement	Compost Equivalent
Lincoln	49,624	3,970	2,303
Placer County	114,613	9,169	5,318
Rocklin	70,469	5,638	3,270
Roseville	146,875	11,750	6,815
TOTAL	381,581	30,527	17,706

These targets may be impacted by AB 1985; Contractor is solely responsible for verifying the applicable annual ROWP Targets. The state will provide updated ROWP Targets in the future, and Contractor will be responsible for satisfying those as provided herein.

2. Member Agency Population Estimates

Member Agency population estimates shall be determined based on the most recent annual data reported by the California Department of Finance at www.dof.ca.gov/forecasting/demographics/estimates-e1/ . For the period of January 1, 2022 through December 31, 2026, the population estimates for 2021, which are presented above, shall be used for all subsequent computations required under this Exhibit Q.

3. Adjustment to ROWP Targets

In the event a Member Agency or its Designated Hauler elects to reduce the quantities of Qualifying Materials it delivers (as defined below) to the Facility, the following methodology shall be used to compute the ROWP Targets.

3.1 Qualifying Materials

Qualifying Materials shall include only Source Separated Green Waste, Source Separated Food Waste delivered to the Facility, and a portion of the Municipal Solid Waste directed to the Materials Recovery Facility for Processing by a Member Agency or their Designated Hauler corresponding to the Compostable organics fraction as defined in the most recent waste composition study results conducted by WPWMA¹. As of December 2023, the portion of Municipal Solid Waste deemed Compostable is 22.7%. No other residentially or commercially generated Wastes from within the jurisdictional boundaries of the Member Agency shall be included in determining the Qualifying Materials.

3.2 Per Capita Delivery of Qualifying Materials

WPWMA shall utilize data from its Gatehouse customer transaction database to determine the total Qualifying Materials received from the Member Agencies. For the purposes of determining Contractor's ROWP Targets for a given calendar year, WPWMA shall rely on Qualifying Material Tonnage data for the immediately preceding calendar year.

For purposes of example only, the following table summarizes the total Qualifying Material Tonnage delivered by each Member Agency in calendar year 2022 which would be used for establishing Contractor's calendar year 2023 ROWP Targets for each Member Agency.

Member Agency	Qualifying Materials (Tons)	Population	Per Capita Qualifying Materials (Tons)
Lincoln	12,103	49,624	0.244
Placer County ²	25,277	97,906	0.258
Rocklin	17,501	70,469	0.248
Roseville	37,384	146,875	0.255

3.3 Normalize Per Capita Qualifying Material Delivery Results

For purposes of example only, divide the computed Per Capita Qualifying Material Tonnage values for each Member Agency by the maximum value of the set. This will produce the relative value of the Per Capita Qualifying Material Tonnage value ranging between 0 and 100%.

¹ WPWMA Waste Characterization Study 2018-19, Cascadia Consulting Group, October 2019

² Placer County's population, for purposes of this section, is reduced by 16,707 reflecting the population residing in Franchise Areas 2 and 3 which is outside of the Primary Service Area.

Member Agency	Per Capita Qualifying Materials (Tons)	Max Value	Per Capita Qualifying Materials (Normalized)
Lincoln	0.244	0.258	94%
Placer County	0.258		100%
Rocklin	0.248		96%
Roseville	0.255		99%

3.4 Determine Adjusted ROWP Target

For purposes of example only, using the table below, determine Contractor's minimum ROWP Target coverage requirement.

Normalized Per Capita Range (Percent)	ROWP Target Coverage Factor (Percent)
90 – 100	100
80 – 89	90
70 – 79	80
60 – 69	70
50 – 59	60
40 – 49	50
30 – 39	40
20 – 29	30
10 – 19	20
0 – 9	10

For purposes of example only, using the example figures from Sections 1 and 3 above, Contractor would be obligated to market Compost in such a manner to meet at least the following quantities:

Member Agency	Annual Compost ROWP Target (Tons)	ROWP Target Coverage	Contractor's Min. ROWP Target (Tons)	
			Annual	Quarterly
Lincoln	2,303	100%	2,303	576
Placer County	5,318	100%	5,318	1,330
Rocklin	3,270	100%	3,270	818
Roseville	6,815	100%	6,815	1,704
Total	17,706		17,706	4,428

4. ROWP Procurement Credit Allocation

Each quarter, Contractor will allocate ROWP Credit proportionally among the Member Agencies, based on Relative % of total ROWP Target.

- A. Determine the ROWP Targets for the Member Agencies. These will either be the targets provided by CalRecycle or, if a Member Agency reduces the Qualifying Material delivered to the Facility, it will be the adjusted ROWP Target(s) calculated pursuant to Section 3.
- B. Determine the Member Agencies' relative % of total ROWP Target
- C. Assign ROWP by the relative % of total ROWP Target.

To illustrate the calculation, for the period from January 1, 2022, through December 31, 2026, assuming there is no adjusted ROWP Target, the ROWP credit allocation would be calculated as follows.

Member Agency	ROWP Compost Target (Tons)	Relative % of Total Target
Lincoln	2,303	13.0%
Placer County	5,318	30.0%
Rocklin	3,270	18.5%
Roseville	6,815	38.5%
Total	17,706	100%

For example, using the above calculations, if Contractor procures 5,000 tons of ROWP in a quarter, ROWP credit would be allocated as follows for that quarter:

- *Lincoln:* 5,000 tons * 13% = 650 tons
- *Placer County:* 5,000 tons * 30% = 1,500 tons
- *Rocklin:* 5,000 tons * 18.5% = 925 tons
- *Roseville:* 5,000 tons * 38.5% = 1,925 tons

5. Quarterly Reporting

As part of the Quarterly Reports required under Section 5.22.C., Contractor will provide current data on SB 1383 ROWP procurement in its quarterly reports to WPWMA. The quarterly reports will include, at a minimum:

- The ROWP Target tonnage satisfied during the reporting quarter and supporting documentation
- The allocation of ROWP Target credit amongst the Member Agencies
- The remaining ROWP Target needed for the year for the Member Agencies

6. Penalties

Contractor acknowledges and agrees that it shall be financially liable for any monetary fines or penalties levied against any of the Member Agencies by CalRecycle should Contractor fail to procure the quantity of Compost required under this Exhibit Q, but only to the extent allowable under Applicable Law.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM**
SUBJECT: **PROPOSED REGIONAL PUBLIC SAFETY TRAINING CENTER
BUSINESS POINTS**

RECOMMENDED ACTION:

1. Provide direction to staff regarding proposed business points between the WPWMA and Sierra College associated with the proposed Regional Public Safety Training Center project.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the January 12, 2023 meeting, Sierra College representatives made a presentation to your Board regarding a proposed Regional Public Safety Training Center (RPSTC) on an approximately 40 to 50 acre portion of the WPWMA's western expansion property.

At the May 11, 2023 meeting, your Board authorized the Executive Director to execute a Limited Right of Entry agreement with Sierra College related to site evaluation activities related to the proposed RPSTC.

Since that time, staff have met regularly with Sierra College representatives regarding a framework for a potential Memorandum of Understanding between WPWMA and Sierra College. During these discussions, Sierra College has indicated that to qualify for grant and other funding opportunities, it would need to own the land rather than lease it from the WPWMA. Based largely on this point, staff and Sierra College representatives are in the process of developing draft business points for your Board's subsequent review and comment.

Staff intend to summarize the draft business points and are seeking input and direction from your Board.

ENVIRONMENTAL CLEARANCE:

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

FISCAL IMPACT:

There is no direct fiscal impact to the WPWMA associated with the recommended action.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*
SUBJECT: **GREATER SACRAMENTO ECONOMIC COUNCIL INVESTMENT**

RECOMMENDED ACTION:

1. Authorize the Chair to sign a five-year investment agreement with Greater Sacramento Economic Council, with an annual investment of \$25,000.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the December 2022 meeting, your Board approved the Renewable Placer Waste Action Plan which identified approximately 300 acres of the WPWMA's land for siting compatible manufacturing technologies and facilities. Staff have since met with several entities interested in siting operations on the WPWMA's campus.

The Greater Sacramento Economic Council (GSEC) is a California 501(c) (3) nonprofit corporation that supports the Sacramento region by attracting new businesses and retaining and growing existing businesses with a focus on growth, sustainability, equity, and competitiveness.

Staff met with GSEC to discuss how they could aid the WPWMA with advancing circular economy and compatible manufacturing goals. GSEC is enthusiastic that a partnership between WPWMA and GSEC would advance their goal of increasing regional companies focused on sustainability as well as the WPWMA's goals of increasing material diversion and domestic reuse of materials. GSEC noted that the WPWMA is unique in its willingness to invest in both local innovation and entrepreneurs, as well as wanting to attract commercial-scale private companies to site operations on its property. GSEC recommended the WPWMA join their Competitiveness Council to best maximize efforts of business recruitment and sustainable regional strategic planning.

GSEC's Competitiveness Council is comprised of local leaders and provides strategic direction to the GSEC Board of Directors that will advance the region's competitive position, including policy, workforce, and infrastructure initiatives.

The opportunity for the WPWMA to be a part of the Competitiveness Council also means access to GSEC's research, business attraction and development, as well as exclusive events and meetings with prospective investors and regional employers. This opportunity could also lead to alternative revenue streams for the WPWMA including attracting new flows and increased rents and royalties from on-site operations.

ENVIRONMENTAL CLEARANCE:

Adopting the recommended resolution is not a project under Section 15378 of the California Environmental Quality Act.

FISCAL IMPACT:

The direct cost to the WPWMA is \$25,000 per year for five years, with a total not-to-exceed cost of \$125,000. Sufficient funding for this expenditure is included under “Business Development” in the FY2023/24 Budget and associated Financial Forecast.

STRATEGIC PLAN GOALS:

Goal 2 – Enhance economic development and investment in innovation.

Goal 3 – Increase material diversion and domestic reuse.

Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: GSEC INVESTMENT LETTER
GSEC INVESTOR ROADMAP



Investor roadmap





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- 3** Letter from the President & CEO
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A three-year plan for
growth, sustainability,
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Letter from the President & CEO

To build a truly advanced economy—one that provides opportunities for prosperity to all members of the community—we must bring business and community leaders together to develop one cohesive strategy for the entire region. The Greater Sacramento Economic Council (GSEC) is a public-private partnership with 40+ CEOs and 22 communities paving the way for real, sustainable change in Greater Sacramento. With a focus on growth, sustainability, equity and competitiveness, we do so much more than business attraction—we change the trajectory for the entire region.

Without regional collaboration, communities compete despite different goals and limited resources, further dividing efforts and creating more work with fewer results. By working together, communities pool their resources to have greater influence and more regional wins, benefiting each community. A regional model is critical to a successful economy.

Business leaders are an integral part of this model, driving the change in the region by providing solutions and continuity to the community during times of unprecedented instability, unrest and division. If we want to make real change in Greater Sacramento and California, we need business leaders at the same table as elected officials, leading the charge as they do in competitive markets like Austin and Phoenix.

We have seen incredible progress since GSEC formed in 2015, and we are about to see even more monumental changes moving forward thanks to the leadership and support of our investors. As the only CEO-led public-private-partnership in California, GSEC is truly shaping our region's future. Together we are advancing the economy in Greater Sacramento, setting an example for the state and nation.

Investing in GSEC is not only an opportunity to build your own brand and influence—it is an opportunity to leave your region better than you found it—a goal our stakeholders have in common. It's an opportunity to do better together.

Thank you for your leadership and support. The region needs you.

Sincerely,

Barry Broome
President & CEO
Greater Sacramento Economic Council



About GSEC

Mission

To catalyze growth, prosperity and equity in the Greater Sacramento region.



Pillars



Growth Sustainability Equity Competitiveness

Who

A public-private partnership of 40+ CEOs and 22 communities with the mission of driving economic **growth** throughout the six-county Greater Sacramento region.

What

Brings CEOs and public leaders together to create one economic strategy for the entire region, with an emphasis on elevating Greater Sacramento's global **competitiveness**.

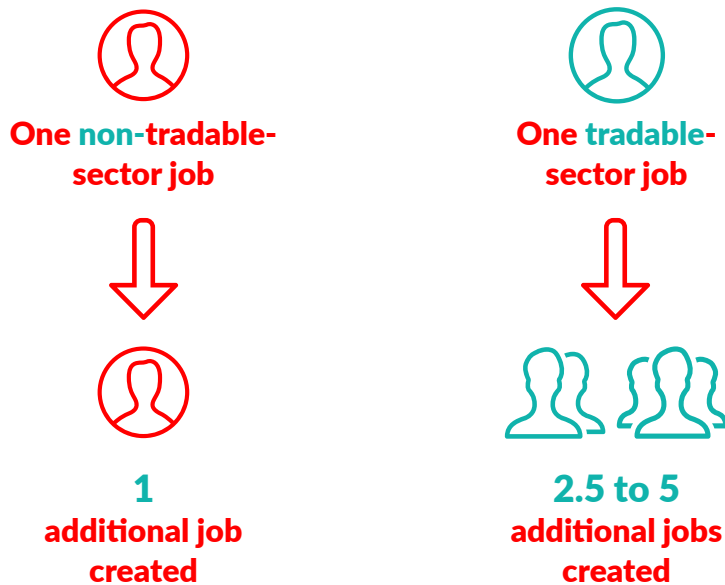
Why

Greater Sacramento's dependency on government jobs is a threat to the regional economy. Shifting away from government jobs and growing tradable-sector industries is the key to building a **sustainable** and **equitable** economy, changing the lives of individuals. .

Importance of tradable-sector job growth

Tradable-sector industries bring outside wealth into a community. They lead to the development of supply and innovation chains that diversify the regional economy and alleviate poverty. Tradable sectors have a multiplier effect in that they increase employment and salaries for those who provide local services. They support the local economy and create demand for small business jobs, including restaurants, bars, grocers and artisans.

Tradable sectors can locate, grow or start up anywhere. Their markets are both national and global. They choose to expand in regions that have competitive advantages for their business models. GSEC focuses on securing tradable-sector companies because it's the most efficient way to create broad-based prosperity and tradable sectors are one of the only parts of an economy that can be controlled.





Accomplishments snapshot

I. Built an elite public-private partnership and engaged local leaders



#3 EDO in
the world
2022 & 2023



The only public-private partnership led by CEOs in California and one of only eight in the United States.



GSEC CEO named among North America's Top 50 Economic Developers

II. Elevated the brand and profile of the Greater Sacramento region within California and the nation

Bloomberg



Forbes





III. Drove change in the regional culture toward an advanced economy



- April 2023: BOSCH announces historic investment to acquire U.S. chipmaker TSI Semiconductors, based in Roseville
- \$1.5B investment
- Bosch will expand its global portfolio of SiC semiconductors by the end of 2030

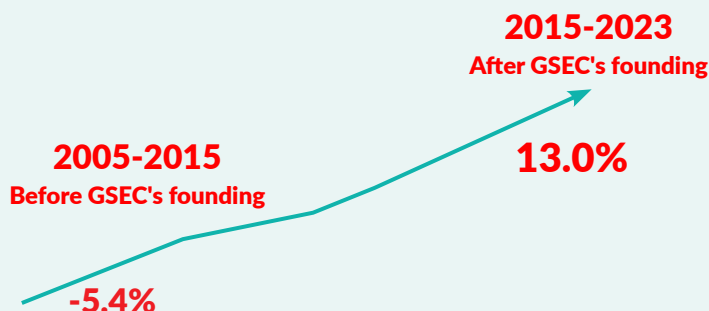


- Sept. 2022: Solidigm, a U.S.-based subsidiary of SK hynix, Inc., the world's second-largest memory chip maker announces Rancho Cordova for its global research and development (R&D) hub.
- Feb. 2023: Solidigm names Rancho Cordova global headquarters.
- 1,950 jobs with \$180,000 average wage
- \$1.06B in capital investment

Helped develop top-tier university-led centers of excellence, Aggie Square and ZEV Innovation Hub

Regional VC value increases 700% from \$268M in 2015 to \$1.8B in 2022

Prior to the formation of GSEC the region was collapsing in tradable sector growth



Inclusion ranking improved from 84 in 2014 to 5 in 2023.



Architecting the future:

A three-year plan for growth, sustainability, equity and competitiveness

Overview

GSEC's three-year strategic plan addresses the efforts needed to architect a more robust and equitable economic future. The plan has four pillars: growth, sustainability, equity and competitiveness, with at least one transformational initiative for each pillar.

Growth

The growth pillar focuses on the core business development efforts of GSEC. Diversifying the economy by growing tradable sectors and reducing the dependency on government jobs will lead to a more sustainable, equitable and inclusive economy for the region. One cannot be pulled out of poverty without a high-paying job. GSEC was founded to enhance the economy, grow more tradable-sector jobs and be a regional leader in economic development.

Sustainability

Local businesses that grow and scale are paramount to any economy. By cultivating industry clusters with high potential for future growth, the economy will generate employment opportunities in tradable and local sectors. Sustainable economic growth will be created by investing in industries of the future such as mobility, life science and fintech, where the region already has a competitive advantage. Growing the talent base and encouraging talented individuals to relocate and remain in the region will also support sustainable growth.

Equity

Create an inclusive economy where every resident can realize the upward social mobility of a growing economy. In coming out of a recession, those who traditionally lack educational opportunities and live in disadvantaged neighborhoods tend to fall further behind. By focusing on bringing programs that lift people out of poverty through training and placement in jobs that have an upward social trajectory, GSEC can make the regional economy more competitive, reduce poverty and increase prosperity.

Competitiveness

The Competitiveness Council will drive the competitiveness pillar of the strategic plan by focusing on core tasks that drive discrete strategies to advance the region's economic future. By developing plans for employment corridors, creating programs that support the attraction and retention of tradable-sector companies and benchmarking progress against key markets, GSEC will be better positioned to track and grow Greater Sacramento's national and global competitive position.



Investment value proposition

LEADERSHIP • INFLUENCE • CORPORATE RESPONSIBILITY

Your **leadership** and vision will shape the region's future, improving the lives of your employees, customers and business partners.

Through your commitment to GSEC, you will increase your **influence** by collaborating with 40+ CEOs and demonstrate **corporate responsibility** as you help build a prosperous and equitable economy.

Competitiveness Council

Comprised of local leaders, GSEC's Competitiveness Council provides strategic direction to the Board of Directors by providing evidenced-based strategies that will advance the Greater Sacramento region's competitive position, including policy, initiative, workforce and infrastructure initiatives.

"The Greater Sacramento region is already a great place to live and work. As a GSEC Competitiveness Council member, we are shining the light on our amazing workforce and resource capacities, strategically paving the way for even more opportunities for growth and prosperity in the region. We believe in the future of our region!"



William H. Duncan IV
Co-Chair, Competitiveness Council
President, Sierra College



Dr. John Jackson
Co-Chair, Competitiveness Council
President, William Jessup University

Commitment:

- \$25K/year for five years
- Four two-hour meetings/fiscal year
- Recruitment/outreach support

Benefits:

- Provide strategic guidance to the Board of Directors around the development and advancement of the region's competitiveness platform
- Access to connections, resources, information and initiatives
- Headshot, bio and logo (linked to your site) included on Competitiveness Council page on GSEC's website
- Listed in Competitiveness Council overview in Annual Report
- Invitation to exclusive events and pitch meetings with prospective investors and employers
- Access to GSEC's research department
- Company listing in GSEC's Annual Report
- Early bird invitation to GSEC's annual event
- Advanced sponsorship opportunities

Competitiveness Council



"GSEC is a great asset to the Sacramento region focusing on opportunities for strategic business and economic growth. GSEC has provided me the ability to strengthen my own network and advance our business. There is a wonderful synergy with this group that I find very valuable."

Wendy Cohen
President & CEO, Kitchell



"I joined the Greater Sacramento Economic Council because UC Davis is an integral part of the regional innovation ecosystem fostered by the council. A solid example is Aggie Square, which GSEC has championed from the beginning. Together, we transform the regional economy and make it as sustainable and inclusive as possible."

Gary S. May
Chancellor, UC DAVIS





GREATER SACRAMENTO
ECONOMIC COUNCIL

October 25, 2023

Investment Year: FY23/24 – 27/28

Investment Level: Competitiveness Council (\$25,000/year for five years)

Eric –

I would like to personally thank you for your commitment to the mission of the Greater Sacramento Area Economic Council (“GSEC”). As you know, we are dedicated to the attraction of new businesses and the expansion and retention of existing business within the six-county Sacramento Region.

Greater Sacramento is a California nonprofit corporation with 501(c) (3) status. Our EIN is 46-5517841.

Please confirm your five-year commitment of \$25,000 per year, beginning in Fiscal Year 23/24 by signing below and returning this form to Brittany Jones, Chief Performance Officer at bjones@greatersacramento.com.

Thank you again for your commitment to help fund Greater Sacramento.

Name

Company

Signature

Date

Sincerely,

Barry Broome
President and CEO
Greater Sacramento Economic Council

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / RYAN SCHMIDT** *RS*
SUBJECT: **BIOFILTRO PILOT STUDY AGREEMENT**

RECOMMENDED ACTION:

1. Authorize the Chair to sign an agreement with BioFiltro USA, Inc. (BioFiltro) to install and operate a Biodynamic Aerobic System Pilot Study for an amount not to exceed \$60,000.
2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15306.

BACKGROUND:

Wastewater generated at the WPWMA's facility is discharged to the City of Roseville's sewer system. On September 20, 2023, the WPWMA began a 90-day sewer study to develop a greater understanding of its sewer effluent pollutants as requested by the City of Roseville Wastewater Treatment Facility. Preliminary results indicate the primary areas of concern are total suspended solids, biological oxygen demand, and UV-transmittance, and that the primary source of these constituents is the landfill leachate.

BioFiltro is an international wastewater treatment company that uses a patented filtration system to naturally remove up to 99% of contaminants. BioFiltro operates a pilot study program involving the installation and operation of a small-scale pre-treatment facility intended to target effluent constituents similar to those in the WPWMA's landfill leachate. The WPWMA engaged with BioFiltro to explore adding their pre-treatment process at the site, including visiting an active pilot project operated by BioFiltro.

This proposed pilot study at the WPWMA's site is aimed at reducing constituents in the landfill leachate in compliance with the WPWMA's current City of Roseville Industrial Sewer Discharge Permit. WPWMA staff discussed the project with the City of Roseville Environmental Utilities Wastewater Division and both parties agree that conducting the pilot study represents a proactive and positive effort by the WPWMA toward compliance.

The proposed agreement will allow BioFiltro to operate the pilot study for a six-month period, during which time the effectiveness of the pre-treatment facility will be evaluated. Due to the "pilot" nature of the facility, only a portion of the landfill leachate will be treated at this time. At the conclusion of the study, WPWMA and BioFiltro will discuss the efficacy of a full-scale pre-treatment facility.

ENVIRONMENTAL CLEARANCE:

Entering into an agreement for and conducting a pilot study is categorically exempt under CEQA Guidelines, Article 19, Section 15306 "Information Collection", which consists of basic data collection, research, experimental management, and resource

evaluation activities which do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

The total not-to-exceed cost of the proposed Agreement is \$60,000, including a \$10,000 contingency for any necessary scope changes to the pilot program. Sufficient funding is included in the FY2023/24 Final Budget before your Board for consideration this evening.

Should the pilot program prove effective, full-scale operation of a biodynamic aerobic system to achieve industrial discharge permit compliance will require additional funding. Staff has included \$1,000,000 for these potential improvements in the Financial Forecast.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENT: BIOFILTRO PILOT STUDY AGREEMENT

**Containerized BIDA® System Unit(s)
Pilot Demonstration Agreement**

BIOFILTRO USA, INC. 1949 5th Street, Suite 101 Davis, CA 95616 A Delaware Corporation ("BioFiltro")	Western Placer Waste Management Authority 3013 Fiddymment Rd Roseville, CA 95747 ("the Client")
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PILOT NUMBER: [P2023-08]

OVERVIEW

This Pilot Demonstration Agreement ("Agreement") with the Agreement effective date upon signature completion (the "Effective Date") by and between "BioFiltro", and "the Client", as each entity is described above. Each entity may herein be referred to individually, as a "Party" and, collectively, as the "Parties."

This Agreement is intended to enable the provision, delivery, installation, operation, and maintenance of one containerized Biodynamic Aerobic (BIDA®) System units onto one "Pilot Demonstration Site" to be located at the Client's pilot facility at 3195 Athens Boulevard, Lincoln, CA 95648, so that Parties can observe and experience the BIDA® System's efficacy in removing contaminants from process wastewater generated by the Client, including biochemical oxygen demand (BOD), total suspended solids (TSS), and Total Nitrogen (TN), and Total Phosphorus (the "Pilot Project Purpose").

TERM

This Agreement shall become effective on the Effective Date and the "Pilot Term" shall continue until the date occurring 90 days after the initial "Start Up Date". The "Start Up Date" shall be the first day that the BIDA Demonstration Unit begins processing water as reasonably determined by BioFiltro. At the end of the Pilot Term BioFiltro shall remove the BIDA Demonstration Unit and any supplemental infrastructure installed and owned by BioFiltro from the Project Demonstration Site. Any extension to the Pilot Term will require an adjustment in the fees outlined below.

SCOPE OF WORK - SERVICES

BioFiltro shall execute the following deliverables:

- Deliver and install one (1) BIDA Unit which shall include a control panel with telemetry controls, flow meter, temperature sensors, pH probes and a biological worm bed (each a "BIDA Pilot Unit");
- Start up and connect the BIDA Pilot Unit with the provided influent/effluent wastewater stream and electrical connection at the Pilot Demonstration Site, provided that any site electrical work to provide power to the containerized BIDA® system will be arranged by the Client;
- Provide monthly system reports which shall include daily flow, monthly flow, total flow to date, and lab analyses to be performed by BioFiltro;
- Collect, transport to testing laboratory, and review results for monthly lab analyses for a total of 6 sampling events to include the following: biochemical oxygen demand (BOD), total suspended solids (TSS), and total nitrogen package (TKN, NO3 - N, NH4 -N, NO2 -N), and Total Phosphorus.

- Remotely review and monitor the telemetry system for the treatment unit, and provide troubleshooting during the pilot term;
- Provide operations and maintenance during the pilot term;
- Execute a total of twelve (12) biweekly onsite visit(s) during the 180-day pilot term to review system performance, and provide corrective actions as required;
- Provide a valid certificate of insurance.

The Client agrees to provide the following items and services at no cost to BioFiltro:

- Provide BioFiltro with availability and access to a Pilot Demonstration Site at the facility location that is suitable for one (1) twenty (20) foot shipping container on a trailer. The Pilot Demonstration Site should ideally be located over concrete or graded and compacted land so as to properly support the weight of the pilot which can reach 25,000 pounds when operating;
- Provide the Pilot Demonstration Site with electrical connectivity (as specified by BioFiltro);
- Access for BioFiltro employees, subcontractors, or assignees to enter the site when conducting technical visits;
- Subject to prior approval from landowner, allow BioFiltro to host third parties to tour the Pilot Demonstration Site;
- Each Party consents to BioFiltro's use of data and/or photos from the Pilot Demonstration Site for future design considerations, presentations, social media, marketing, and other purposes, provided that BioFiltro shall not use the names of the facility owner except if BioFiltro has requested and received the facility owner's consent to do so;
- Assist with the installation and, wherever possible, provide equipment and material for the Pilot to reduce installation time and cost;
- Access to wash down water, if available, but not required.

PAYMENT FOR SERVICES

Delivery, Installation, Supervision and Rental Fee: The Client shall pay BioFiltro total delivery, installation, supervision, and rental fees (collectively, "the Pilot Demonstration Fees") of \$51,800 for installation, startup, operations, maintenance, supervision, and rental for a 180-day testing period in accordance with the following Payment Schedule:

Payment Schedule:

- \$5,000.00 shall be invoiced at the time this Agreement is signed, for mobilization and start up
- \$46,800.00 shall be invoiced in 6 monthly installments (\$7,800 per month), starting at the Start Up Date.
- Additional lab analyses up to \$6,400 requested by the Client and agreed by BioFiltro beyond those stated in the Scope of Work Services, like Fulvic Humic Acids and Volatile Fatty Acids, shall be billed at Time of Expense with a 10% mark up to cover administrative costs.

Any additional labor and/or expenses outside BioFiltro Scope of Work detailed above shall be calculated following the rates and procedures outlined in BioFiltro's Billing Rate Schedule (as shown on Exhibit A).

CONDITIONS

Preliminary data and information generated by the BIDA Demonstration Units shall be available to and subject to the review and analysis of the Parties. Any factual conclusions, reports or other information arising from or

relating to the Pilot Project shall be subject to each Party's review prior to publication or dissemination. It is understood all non-public information provided by each Party to the other Parties in the course of the Pilot Project will be considered to be "Confidential Information." All Confidential Information shall be held in strict confidence and will not be disclosed to any third parties except as required by applicable law. In the case any disclosure of Confidential Information is required by law, the Party subject to such disclosure requirement shall promptly inform the Party whose Confidential Information is subject to disclosure.

INSURANCE REQUIREMENTS

Throughout the Term of this Agreement, BioFiltro, at its own cost and expense, will procure and maintain General Liability and Products/Completed Operations coverage with limits of at least one (1) million dollars (2) million dollars (occurrence/aggregate), Automobile Liability of one million dollars combined limits if automobiles are used, and workers' compensation and employer's liability insurance and shall provide certificates of insurance to the other Parties evidencing such insurance upon request.

MISCELLANEOUS

The Client does not acquire or obtain any right, license, or any other authorization of use over the BIDA® Technology or any other BioFiltro intellectual/industrial property rights through this Agreement. The BIDA System Intellectual Property is and shall remain exclusively owned and controlled by BioFiltro. Any "Derivative Intellectual Property" relating to the use of BIDA System during the Pilot Project shall be owned by BioFiltro.

This Agreement sets out the entire Agreement and understanding between the Parties and no modifications or amendments will be effective unless made in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties have duly executed this Agreement as of the date first written above.

BioFiltro USA, Inc.	Western Placer Waste Management Authority
Signed: _____	Signed: _____
Name: <u>Federico Pumpin</u>	Name: _____
Title: <u>Vice President of Wastewater</u>	Title: _____
	Counsel Approved as to Form: _____

EXHIBIT A



Billing Rate Schedule

Revised on 01-24-23

	Regular Hourly Rate	After Hours Hourly Rate
	Monday - Friday 8am-5pm	Any time outside M-F 8am - 5pm or during holidays
Engineer	\$200	\$280
Systems Integration Technician	\$180	\$252
Operations Manager	\$150	\$210
Quality Control Technician	\$150	\$210
Operator	\$100	\$140

Expenses due to the performance of duties will be charged to client. Rentals, consultants, parts, labs, courier services, all third party services will be billed at cost plus overhead (15%). Travel expenses (hotel, car rental, airfare, parking) will not exceed federal per diem rate(s). Mileage will be charged at current federal mileage rate. BioFiltro will not bill for the first hour of travel. Any time spent in travel greater than 1 hour will be billed at 75% of the billing rates listed above.

This rate schedule is revised annually

*If an operator is required to stay longer than specified in the contract, hours will be billed out as a technician

1949 Davis Street, Suite 101
Davis, CA 95616
530-564-4260

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / STEPHANIE ULMER** *SU*
SUBJECT: **AGREEMENT WITH JACOBS FOR LANDFILL DESIGN AND PERMITTING SERVICES**

RECOMMENDED ACTION:

1. Authorize the Chair to sign the Agreement with Jacobs Engineering Group Inc. (Jacobs) for design and permitting services related to developing a landfill on the WPWMA's western property for an amount not to exceed \$2,323,472.
2. Determine that the recommended action does not constitute a project under the California Environmental Quality Act per CEQA Guidelines Section 15378.

BACKGROUND:

Your Board certified the Renewable Placer Waste Action Plan Environmental Impact Report (EIR) on December 8, 2022 and selected Plan Concept 2 as the approved project. One of the key elements of Plan Concept 2 involves developing the WPWMA's western expansion property for future landfilling. Staff estimates that landfilling on the western property may not be needed for at least 10 years; however, acknowledging that obtaining the necessary permits and approvals to develop the property could take approximately 5 years, staff believe it is critical to initiate the design and permitting process now.

At the May 11, 2023 meeting, your Board authorized staff to solicit proposals from qualified firms for design and permitting services associated with development of future landfill capacity on the WPWMA's western property. The WPWMA released an RFP on July 21 and received proposals from 4 firms which were evaluated by a review panel consisting of WPWMA and Member Agency staff. Of those firms, 3 were invited to interview with the review panel.

Jacobs was identified as the best qualified firm, and staff negotiated the attached Scope of Services which provides for the necessary preliminary design and permitting efforts.

ENVIRONMENTAL CLEARANCE:

Approval of a professional services agreement for landfill design and permitting is not considered a "project" under CEQA guidelines Section 15378(b)(5).

The Renewable Placer Waste Action Plan Final Environmental Impact Report (SCH#2019039087), which addressed future landfilling on the WPWMA's western property, was certified by your Board on December 8, 2022.

FISCAL IMPACT:

The total not-to-exceed cost of the proposed Agreement is \$2,323,472. Sufficient funding for these services is included in the FY 2023/24 Final Budget before your Board for consideration this evening.

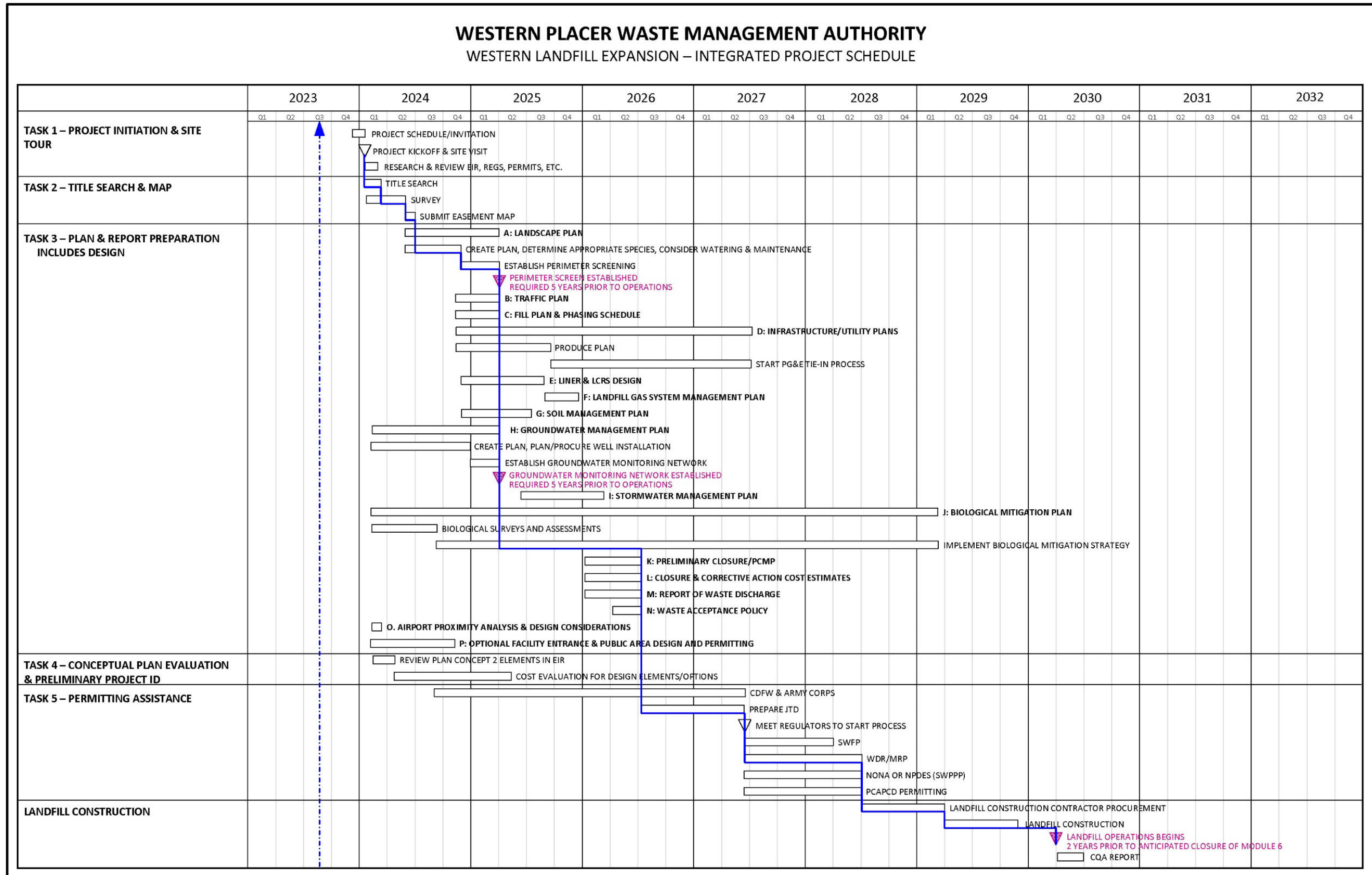
Staff anticipate that the actual costs associated with landfill design and permitting efforts will be realized over several years, consistent with the attached Conceptual Project Schedule prepared by Jacobs as part of their proposal.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENTS: SCOPE OF SERVICES
CONCEPTUAL PROJECT SCHEDULE

Exhibit 4-1. Conceptual Project Schedule



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EXHIBIT A SCOPE OF SERVICES

The purpose of this Agreement is to prepare the necessary technical studies, preliminary designs, and appropriate permitting documents for landfilling operations on the WPWMA's western property consistent with Plan Concept 2 as identified in the Renewable Placer Waste Action Plan Environmental Impact Report (EIR), certified by the WPWMA Board of Directors in December 2022. Consultant shall include necessary mitigation measures identified in and consistent with the EIR. Consultant shall adhere to the following Scope of Services generally in conformance with the proposal submitted by Consultant in response to the WPWMA's Landfill Design and Permitting (Project) RFP (No. 20421), the Work Plan of which is presented in Exhibit E of this Agreement.

This Scope of Services assumes that Consultant shall conduct an initial meeting with each necessary regulatory agency to confirm the proper level of permitting and associated requirements prior to preparing submittal of applications or technical reports, including:

- CalRecycle
- Central Valley Regional Water Quality Control Board (Water Board)
- Department of Toxic Substances Control (DTSC)
- Placer County Air Pollution Control District (PCAPCD)
- Placer County Conservation Program (PCCP)
- Placer County Environmental Health
 - Local Enforcement Agency (LEA)
 - Certified Unified Program Agency (CUPA)
- United States Army Corps of Engineers (USACE)

Consultant shall provide draft documents to the WPWMA for review and shall incorporate comments/revisions into the final document; it is assumed that each draft document will include one (1) round of consolidated comments from the WPWMA necessary to produce final documents. Additional edits requested by the WPWMA will be charged by Consultant at the hourly rates identified in the Rate Schedule in Exhibit B-1. Consultant shall submit draft documents to the WPWMA in Microsoft Office based programs (e.g., Word, Excel, etc.) and final documents in Microsoft Office and PDF formats and shall provide web-viewable PDFs for public documents. Consultant shall provide one (1) electronic copy of each draft and final document unless otherwise noted.

TASK 1 PROJECT INITIATION & PROGRESS MEETINGS

Consultant shall schedule, prepare an agenda and minutes for, and lead a meeting (up to four (4) hours) with WPWMA staff to discuss strategies, solidify objectives and expectations for the Project, confirm roles and responsibilities, identify data sources, and establish communication protocols. As part of this meeting, Consultant shall review the preliminary schedule as proposed in Exhibit E with the WPWMA. Following the kickoff meeting, Consultant shall refine the Project schedule and submit to the WPWMA prior to the first coordination meeting for formal approval. As part of the meeting, Consultant shall tour the WPWMA's western and center properties to observe existing conditions, potential opportunity sites, infrastructure, and environmentally sensitive areas.

Consultant shall schedule and facilitate monthly Project coordination meetings with the WPWMA throughout the duration of the Project to ensure that the Project remains on

schedule. Consultant shall prepare an agenda and summary level meeting notes for each meeting, highlighting action items, key decisions, and outstanding items.

Consultant shall provide schedule updates quarterly during monthly coordination meetings.

<i>Deliverables</i>	<i>Meetings</i>
Meeting Agendas and Notes	Project kickoff and site walk.
Refined Project schedule in Microsoft Project	Monthly virtual project coordination meetings.

TASK 2 TITLE SEARCH AND MAP

Consultant shall conduct a title search and perform boundary, aerial and topographic mapping of the western property and Western Regional Sanitary Landfill (WRSL) Modules 7 and 8, including CalRecycle survey requirements per Title 27. Consultant shall prepare a topographic base map including current and future known easements for use throughout the Project to inform landfill planning and design elements, as well as to define utility corridors, vegetation and berm installation, and monitoring network locations.

Boundary Survey and Records Search – Consultant shall perform a boundary survey for the western property and WRSL Modules 7 and 8 and conduct a records search to obtain record deeds for current ownership and available survey maps and purchase and analyze the title reports for each affected parcel. Consultant shall also conduct a field search to locate property corner monuments or other boundary evidence. Consultant shall prepare a preliminary map of the project area using the public record documents, resolve preliminary boundary map with found evidence and prepare a final boundary DWG file with survey-accurate property and right of way locations, and prepare a PDF of the boundary survey for signature and seal by a California Professional Land Surveyor, and perform final quality control for the boundary survey.

Topographic Survey and Subsurface Utilities – Consultant shall utilize aerial remote sensing combined with ground surveying to create a topographic map including a digital terrain model and visible surface features mapped in 3-D and high-resolution, seamless orthometric image of the Project area. Consultant shall indicate subsurface utilities along roadways and in critical areas to Quality Level B per ASCE 38-22, and accurately reflect paint markings and positions.

Consultant will not file a record of survey, set new property corner monuments, provide engineered traffic control, perform potholing, or include legal descriptions.

<i>Deliverables</i>	<i>Meetings</i>
Title Search Results	Site to be accessed during regular monthly meeting
Final Boundary Map (PDF)	
Final Topographic Map (DWG)	

TASK 3 PLAN AND REPORT PREPARATION

The following plans and reports are necessary for permitting future landfilling operations on the western property. Consultant shall coordinate interdependent activities within and across tasks and develop a regulatory and stakeholder strategy to facilitate permit approvals.

3.1 Landscaping and Vegetation Management Plan

To support construction of the new landfill on the western property by spring 2030, perimeter screening will need to be established by spring 2025 per the WPWMA’s existing Conditional Use Permit.

Consultant shall prepare a Landscaping and Vegetation Management Plan including

verifying allowable species per the EIR, defining an irrigation system utilizing existing non-potable water, and identifying appropriate vegetation along Project borders. Consultant shall prepare necessary maps and plans for implementation by a third-party firm.

<i>Deliverables</i>	<i>Meetings</i>
Draft Landscape and Vegetation Management Plan	None
Final Landscape and Vegetation Management Plan	

3.2 Traffic Plan

Consultant shall utilize the topographic map created in Task 2 to facilitate elements of the Traffic Plan, including an adjacency study, access and operational traffic, and ingress / egress plan. Consultant shall consider and account for adequately sized entrances, safety measures, separation of public and commercial vehicles, efficient traffic routing and queuing, and enhancing internal traffic circulation.

Adjacency Study – Consultant shall work with WPWMA staff, facility operators and jurisdiction haulers (City of Lincoln, City of Roseville and Recology Auburn Placer) to inform the Traffic Plan and create conceptual layouts for onsite roadways. Consultant shall consider roadway alignments and traffic flows for construction, landfill access and maintenance, waste and soil hauling, inspections, scales, etc.

Access and Operational Traffic – Consultant shall develop a site master plan to optimize future operations and shall review the EIR to verify traffic analysis, impacts and mitigation measures outlined therein. Consultant shall consider appropriate sizing of facility entrance areas, incorporate safety measures for public and commercial users, account for efficient traffic routing and queuing, and enhance internal circulation.

<i>Deliverables</i>	<i>Meetings</i>
Draft Ingress / Egress Plan	Interviews with key stakeholders
Draft Traffic Plan	
Final Traffic Plan with Final Ingress/Egress Plan	

3.3 Fill Plan and Phasing Schedule

Consultant shall utilize the EIR and Joint Technical Document (JTD) for the WRSL and work with the WPWMA to confirm existing land use goals, including potential early closure of the existing landfill and compatible manufacturing implementation, to develop a Fill Plan and Phasing Schedule for the new landfill including the following key elements:

Landfill Phasing Goals – Consultant shall prepare a phasing plan for construction of the landfill to effectively develop the landfill for optimum operations and airspace capacity. Consultant shall examine the available acreage to support efficient development of the landfill, maximize air space, manage soils, defer capital expenditures, identify operational efficiencies, and incorporate safety measures.

Consultant shall develop grading and excavation plans to establish the basis for defining the lateral and vertical limits of the landfill that meet temporary and final slope stability requirements. Consultant shall incorporate stormwater, leachate, and soil management into the landfill phasing plans to reduce operational and construction costs during the life of the landfill, and design soil stockpiles for efficient soil handling for daily and intermediate cover as well as preparation for future module construction.

Fill Plan and Phasing Drawings – Consultant shall develop the following plans and drawings for inclusion in the Fill Plan and Phasing Schedule:

- Fill Sequencing Plan
- Excavation Plan
- Fill Module Limits, Interim Grading and Excavation Plans
- Final Phase Grading Plan
- Module Sections
- Liner and LCRS Transition Details
- Stormwater and Erosion Control BMPs

<i>Deliverables</i>	<i>Meetings</i>
Draft Fill Plan and Phasing Schedule	None
Final Fill Plan and Phasing Schedule	

3.4 Infrastructure / Utility Plan

Consultant shall utilize work performed in development of the EIR including analysis, impacts and mitigation measures outlined in Chapter 17 – Utilities and Service Systems and Energy in conjunction with Task 2 deliverables to develop an Infrastructure/Utility Plan. Consultant shall identify and include the optimal method and timing of infrastructure and utility installation determined through an alternatives analysis, while reviewing potential impacts to easements and biological resources. Consultant shall also develop infrastructure and utility phasing.

Alternatives Analysis – Consultant shall conduct an alternatives analysis to identify and evaluate options for bringing utilities onsite, estimate the amount, capacity, and load required to operate the facility through industry best practice calculations, and consider Placer County’s planned infrastructure and utility upgrades.

Consultant shall also consider compatible manufacturing options that could be implemented during this project, including technologies to offset electrical load at the central and western properties, leachate treatment options versus expanded sewer connections, and stormwater reuse options.

Consultant shall take into account the following utilities systems when preparing the Infrastructure and Utility Plan:

- Water: truck wash, administrative and maintenance buildings, water truck filling, fire suppression, washdown, irrigation, and stormwater retention.
- Sewer: truck wash, administrative and maintenance buildings, and leachate/condensate discharge.
- Power: administrative and maintenance buildings, scalehouses, etc.
- Communications: administrative and maintenance buildings, scalehouses, etc.

Infrastructure and Utility Phasing – Consultant shall prepare an Infrastructure and Utility Phasing Plan to serve as a roadmap for implementation and inform budgetary needs. Consultant shall assist the WPWMA in identifying how and when to address infrastructure and utility needs, such as when to upsize the current sewer connection to allow for leachate disposal from the new landfill.

<i>Deliverables</i>	<i>Meetings</i>
Draft Infrastructure and Utilities Plan	None
Draft Alternatives Analysis	
Final Infrastructure and Utilities Plan including Alternatives	

3.5 Liner Design and Report

Consultant shall prepare a Liner Design and Report consistent with California Code of Regulations (CCR) Title 27 under the supervision of Consultant's lead geologist and civil/geotechnical engineer. Consultant shall include in the Design Report the purpose and scope, subsurface soil conditions, conclusion, and recommendations for future work, as necessary, as well as site location and site maps, boring logs, table of analytical test results, laboratory report(s), and chain-of-custody records. Consultant shall schedule review meetings with the Central Valley RWQCB for submittal of the Design Report.

Consultant shall prepare the following key elements as part of the Report:

Preliminary Groundwater Protection System Design – Consultant shall develop a preliminary Groundwater Protection System design including the following key design factors consistent with CCR Title 27, Division 2, Subdivision 1, Chapter 3:

- Incorporation of preliminary Excavation Master and Phased Grading Plans
 - Stable cut slopes to maximize airspace
 - Perimeter and module access roads
 - Stormwater control and diversion options
- Incorporation of Refuse Fill Master and Phased Grading Plans
 - Waste fills with stability benches
 - Evaluation of phased development
- Evaluation and incorporation of soil-to-refuse ratios for sustained operational life
- Evaluation of leachate sump options
- Analysis of preliminary earthwork numbers
 - Excavation
 - Airspace
 - Soil balance

Geotechnical Support Services – Consultant shall conduct the following analyses:

- Data Review – Consultant shall leverage the WPWMA's existing geotechnical work and include the design calculations for the existing landfill to inform the design of the western landfill. Consultant shall perform a review of the published regional and local geology data for the western landfill area, including data on geological hazards (active and potentially active faults, landsliding, rockfalls, subsidence, flooding, etc.), hydrogeology, topographic and geologic maps, air photographs, previous geotechnical engineering reports, particularly the EIR and current information available on the existing landfill as well as applicable local, state, and federal regulatory requirements. Consultant shall also review subsurface soil and groundwater information for the western property, and geotechnical data such as soil shear strength, consolidation, and permeability properties for the existing landfill site to determine if additional information is needed. Consultant shall use recommended material properties from the existing geotechnical investigation reports for preliminary slope stability and settlement analyses and landfill cells design.

- Landfill Location and Geologic Hazards – Consultant shall perform a detailed desktop study including site reconnaissance to investigate potential geologic hazards such as fault areas, unstable areas with landslide risk, and seismic areas and review local and regional faulting and potential fault rupture hazards and identify their impacts on the Project.
- Static Slope Stability Analysis – Consultant shall prepare cross sections of the site and proposed landfill configuration utilizing available information from previous investigations and geological mapping, and show existing topography, interpreted geologic conditions, landfill bottom and sideslopes, and anticipated final cover grade. Consultant shall perform two-dimensional limit-equilibrium stability analyses for the proposed landfill bottom and sideslopes and critical excavations as well as for the proposed landfill liner and waste fill slope configurations. Consultant shall evaluate final fill configuration for various sections and potential failure scenarios, including gross refuse fill and final cover as well as critical landfill liner interfaces, for static and pseudo-static slope stability factors of safety and yield accelerations.
- Seismic Stability Analyses – Consultant shall perform pseudo-static slope stability analyses to evaluate factor of safety for seismic stability of the landfill slopes; stability of the landfill slopes shall be determined based on the computed factors of safety and the acceptable static and seismic slope stability criteria. Consultant shall perform additional analysis if necessary to estimate seismically-induced slope displacements and demonstrate the integrity of critical landfill infrastructure during the design earthquake if the pseudo-static slope stability analysis indicates a factor of safety less than 1.5.
 Consultant shall evaluate seismically-induced permanent displacements based on simplified Newmark-type double-integration analyses (e.g., Bray and Travararou, 2007 or later publications) using the results of previously computed yield accelerations of potential sliding landfill masses and input ground motion design spectral acceleration parameters selected based on the fundamental period of the sliding mass and the site design earthquake magnitude determined from hazard de-aggregation for the site.
- Final Cover Stability Evaluation – Consultant shall perform slope stability analyses to evaluate stability of the prescriptive final cover system under both static and seismic conditions.

Liner Design and Report – Consultant shall prepare a Design Report for the design plans and specifications for the proposed construction area incorporating the following:

- Design approach, criteria and calculations (stormwater drainage and soil loss analyses, earthwork volume, anchor trench design, and LCRS capacity)
- Construction Quality Assurance (CQA) Plan
- Stability analysis and geotechnical information
- Interim refuse grades and phase capacities
- Construction drawings and specifications (80% level)
 - Cover Sheet
 - Overall Site Plan
 - Topographic Survey
 - Subgrade Plan
 - Liner and LCRS Plan

- Final Grading and Erosion Control Plan
- Stormwater Management Plan
- Operations Phasing Plan
- Liner and LCRS Details (base, sideslopes, transition)
- Final Cover Details (top deck and sideslopes)
- Details including: base, slope, bench, and miscellaneous liner terminations, LCRS header and lateral swale, bench collectors, wrapped gravel collectors; and LCRS design analyzing infiltration/leachate generation using the Hydrologic Evaluation of Landfill Performance model (HELP model) to comply with CCR Title 27.
- Plan sheets including: subgrade plans for the liner excavation area, stormwater basin, and miscellaneous civil improvements showing grading, drainage and liner civil improvement components (bench crossings, down drains, storm drain outlets, v-ditches, access roads).
- Detail sheets including: typical cross sections and improvement details enlarged and cross-referenced on the plan sheets; stockpile plan for the anticipated Excavation Soil Volume will be developed in close proximity to the first module liner development; prepared digitally in AutoCAD (Release 2019) to a scale of 1" = 50' (minimum).

<i>Deliverables</i>	<i>Meetings</i>
Landfill Liner System 80% Construction Level Documents (Design Report Appendix A) including Design Drawings	Up to two (2) meetings with the Water Board
Landfill Liner System 100% Construction Level Documents	
Composite Liner System Demonstration Plan	
Draft Technical Memorandum and Design Report	
Final Design Report	

3.6 Landfill Gas System Masterplan

Consultant shall develop a Landfill Gas (LFG) Master Plan for the west landfill that meets the WPWMA's LFG collection and control objectives as well as the requirements of the New Source Performance Standards and Title 40, Code of Federal Regulations (CFR) Part 60, Subpart A and Subpart WWW.

Landfill Gas System Layout

Consultant shall design the LFG collection and control system based on a variety of factors including expected waste streams, operational goals, end use plans, and waste filling practices to accommodate maximum gas generation rates over the life of the landfill and to provide redundancy in the event of operational changes. Consultant shall design LFG collection headers, subheaders and laterals to allow for phased installation of extraction wells, isolation of portions of the system, and the possibility of segregating flow to different end uses.

Landfill Gas Generation and Control

Consultant shall estimate the LFG generation rate for the Western Property landfill using the USEPA Landfill Gas Emissions Model and taking into account the diversion of materials, particularly organics consistent with SB1383, at the WPWMA's adjacent Materials Recovery Facility. Consultant shall evaluate the potential for sending LFG from the western landfill to the existing flare and energy plant on the center property versus installing additional LFG controls on the western property.

Landfill Gas System Drawings

Consultant shall prepare the following drawings for draft and final LFG system design:

- Cover Sheet
- Landfill Gas System Layout Plan – Draft (60%)
- Landfill Gas System Layout Plan – Final (90%)
- Piping Network Diagram
- Piping and Blower Size Plan and Details
- Gas Extraction System Well Schedule
- Well Schematic and Associated Details
- Condensate Control System and Details
- Miscellaneous Details
- Gas Extraction System Operational Plan

If analysis warrants separate LFG controls on western property the following drawings shall be prepared by Consultant. These drawings are not included in the Task 3.6 budget. If these additional drawings are required, Consultant shall prepare the drawings with prior budget approval by the WPWMA. The WPWMA will be charged by Consultant at the hourly rates identified in the Rate Schedule in Exhibit B-1.

- Flare Skid Schematic and Profile
- Flare Area Plan and Details
- Power Plant Plan
- Power Plant Operational Plan

<i>Deliverables</i>	<i>Meetings</i>
Draft Design Drawings	None
Draft Design Report	
Final Design Drawings and Design Report	

3.7 Soil Management Plan

Consultant shall prepare a Soil Management Plan optimizing financial viability while closely aligning with the Fill Plan and Phasing Schedule to streamline soil handling. Consultant shall use existing airspace utilization information and soil use data provided by the WPWMA to inform the analysis. Consultant shall perform an in-depth analysis of effective soil management strategies for the central and western landfills considering various aspects including daily soil cover consumption, long-term intermediate cover, operational/protective cover soils, future landfill closure projects (final cover), and the identification of specialized or low-permeability soils. Consultant shall use the Soil Management Plan to develop the Preliminary Closure/Postclosure Maintenance Plan (PCPMP) and Closure and Corrective Action Cost Estimate and shall incorporate the Plan into the JTD.

<i>Deliverables</i>	<i>Meetings</i>
Draft Soil Management Plan	None
Final Soil Management Plan	

3.8 Groundwater Management Plan

Consultant shall prepare a Groundwater Management Plan that will be used to guide groundwater monitoring well installation, inform new Waste Discharge Requirements

(WDRs) for the new landfill, and be used by the Water Board for incorporation into a Monitoring and Reporting Program.

Due to the Corrective Action Plan for the existing landfill, the WPWMA intends to install new groundwater monitoring wells for the new landfill, including background and compliance monitoring wells, which must be completed a minimum of five (5) years prior to active landfill operations. Consultant shall review existing hydrogeological data from the existing landfill and evaluate groundwater quality up- and down-gradient of the Project site. Consultant shall determine the locations, quantity, size, depth, and arrangement of new wells. Consultant shall coordinate a meeting with the Water Board to confirm the strategy and gather input prior to preparing the Plan.

Upon Water Board approval and issuance of a Monitoring and Reporting Program, Consultant shall subcontract with a California licensed C-57 drilling company to install new groundwater monitoring wells on the western property consistent with the WPWMA-approved Groundwater Management Plan. Consultant shall have well lithology reviewed by a licensed California Professional Geologist. Consultant shall conduct field oversight for the well drilling.

Upon installation, Consultant shall arrange for the wells to be surveyed by a qualified Professional Land Surveyor licensed in the State of California to collect X, Y, and Z coordinates for each well (top of casing and ground surface) reported to 0.01-foot and accurate to +/- 0.10 feet horizontally and to +/-0.03 feet vertically at a 95% confidence level relative to the onsite control; horizontal coordinates shall be provided in NAD 27 California State Plane Zone 3 and vertical datum shall be the NGVD29. Consultant shall prepare and submit a Well Completion Report for submission to the Water Board within 60 days of the completion of the work.

<i>Deliverables</i>	<i>Meetings</i>
Draft Groundwater Management Plan	Up to two (2) meetings with the Water Board
Final Groundwater Management Plan	
Monitoring and Reporting Program (Water Board)	
Installed Well Network	

3.9 Stormwater Management Plan

Consultant shall address water balance and stormwater conveyance and containment on the western property to create a regulatorily compliant and potentially zero-discharge facility. Consultant shall consider and recommend applicable permit coverage under the National Pollutant Discharge Elimination System (NPDES) Permit per Industrial General Permit Order 2014-0057-DWQ (Industrial General Permit) and stormwater conveyance requirements under CCR 27.

Consultant shall identify industrial and non-industrial activity tributary areas on the western property and calculate flow quantities for run-on, runoff, and sediment content of stormwater to size drainage and sediment control facilities that meet or exceed CCR 27 requirements for a Class II landfill for a 1000-year, 24-hour return period design storm. Consultant shall estimate the size, locations and configurations available for stormwater basins.

<i>Deliverables</i>	<i>Meetings</i>
Preliminary Hydrology and Hydraulics Analysis	None
Final Drainage Report	

3.10 Biological Mitigation Plan

Consultant shall develop a Biological Mitigation Plan for the Project to avoid delays in the permitting process over the course of the surveying and planning tasks of this project. Consultant shall update the biological resource surveys conducted in 2017 in support of the EIR. Consultant shall update and finalize pertinent biological surveys for permitting purposes based on species, survey times and protocols identified in the Placer County Conservation Program (PCCP) and other applicable regulations. Consultant shall update and verify the aquatic resources delineation, update the biological resources assessment, and update the special-status plant surveys.

Consultant shall determine the impacts to biological resources identified in the EIR Mitigation Monitoring and Reporting Program (MMRP) and develop a mitigation approach for each. Wherever possible, Consultant shall use the mitigation available from the PCCP; if certain mitigations are not available through the PCCP, Consultant shall identify approaches to meet the mitigation requirements in the Plan. Consultant shall identify opportunities to avoid or minimize impacts to sensitive biological resources, including aquatic resources, and shall document the avoidance and minimization approach in the Plan. Consultant shall develop a mitigation schedule to be included in the Biological Mitigation Plan that outlines the timeline for mitigation compliance based on landfill design, fill planning, construction phasing, and permitting with the various regulatory agencies.

Consultant shall consult with the PCCP to ensure that proposed mitigations are appropriate and shall incorporate comments from the PCCP into the final Plan.

<i>Deliverables</i>	<i>Meetings</i>
Draft Biological Mitigation Plan	One (1) meeting with the PCCP
Final Biological Mitigation Plan	

3.11 Preliminary Closure / Postclosure Maintenance Plan

Consultant shall prepare a Preliminary Closure/Postclosure Maintenance Plan (PCPMP) that will serve as the basis for the cost estimates prepared under Task 3.12.

Consultant shall prepare a preliminary closure plan including final cover description and design that considers site soil balance and closure phasing as well as potential postclosure uses that align with other facility operations, compatible manufacturing processes, and impacts to neighboring properties.

Consultant shall prepare a preliminary postclosure maintenance plan for the landfill referencing the monitoring and control systems described in the preliminary closure plan, outlining the planned uses of the property after closure, and identifying the maintenance, monitoring, and inspection procedures for final cover, vegetative cover, drainage system, leachate control system, LFG extraction and monitoring system, groundwater monitoring network, and final grading. Consultant shall include a discussion of activities which the WPWMA should perform throughout the 30-year postclosure maintenance period, and an estimate of associated equipment, staffing, and resources required.

<i>Deliverables</i>	<i>Meetings</i>
Draft PCPMP	None
Final PCPMP	

3.12 Closure and Corrective Action Cost Estimates

Consultant shall prepare closure and corrective action cost estimates based on the PCPMP developed in Task 3.11.

Closure Cost Estimate

Consultant shall prepare closure cost estimates that cover pertinent activities required for effective closure, and account for pending closure activities at the time of preparation. Consultant shall ensure that the cost estimates encompass or reflect the complete range of elements necessary for successful closure, including design, materials, equipment, labor, administration, and quality assurance essentials, and include a 20% contingency factor to account for unforeseen circumstances leading to increased closure costs consistent with applicable law. Consultant shall also include costs for various closure activities, such as site security enhancement, structure removal, monitoring and control system installation or upgrading (LFG, leachate, groundwater systems), final cover installation, and drainage/erosion control systems.

Consultant shall express the closure cost estimate in current dollars to cover the expenses associated with engaging a third party for executing landfill closure activities detailed in the closure plan.

Corrective Action Cost Estimate

California's regulatory framework mandates that entities responsible for discharges are obligated to secure and uphold financial guarantees to cover the costs associated with addressing and rectifying anticipated or known releases from waste management units. Consultant shall formulate a comprehensive cost projection to support acquiring and maintaining the necessary financial backing to facilitate the initiation and successful conclusion of corrective measures. Consultant shall establish a hypothetical release scenario identifying initial contaminant concentrations, defining treatment cleanup thresholds, and selecting appropriate strategies for corrective action. Consultant shall prepare costs for reasonably foreseeable water and non-water corrective actions.

To complete the reasonably foreseeable release scenario and cost estimate, Consultant shall follow the BMP guidelines prepared by CalRecycle. Consultant shall also verify the engineering analyses conducted for the existing site and conduct new analyses, if necessary, of environmental impacts and to develop corrective action costs for each scenario based on best available and release-appropriate technologies. Consultant shall consider the following in the analyses:

- Damage to the cover system caused by a local Maximum Credible Earthquake (MCE). If, through the engineering analyses, a local MCE is found to cause more than 12 inches of permanent displacement to the landfill, Consultant shall develop a cost to regrade the final cover system, restoring its function and performance, including engineering design, mobilization, equipment and labor, fuel, CQA testing, and reporting.
- Protection from the 1,000-year, 24-hour storm event. Consultant shall evaluate the surface hydrology in the site vicinity with respect to impacts from the design precipitation and flooding event. Hydrologic modeling and calculations shall be used to determine which portions of the site are vulnerable to erosion from the design event, and associated repair costs developed. The cost estimate shall include engineering design, materials, labor and equipment, regulatory liaison, construction oversight, and reporting.
- Repair from damage associated with a wildfire. While the site is not located in a high fire danger zone, Consultant shall evaluate the CalRecycle contingency to replace surface structures within 50 feet of the landfill. Costs shall include regulatory liaison, engineering design, materials, equipment, and labor, and construction oversight and

documentation.

- Repair from damage associated with a subsurface landfill fire. This analysis shall include use of the methods of fire extinguishing recommended by CalRecycle and provide for the repair of the final cover system. Costs shall include fire suppression equipment, materials, labor, and oversight; engineering design for final cover system repairs; labor, equipment, and materials for final cover system repairs; regulatory liaison; CQA testing; and documentation.
- Protection from a 500-year flooding event. Consultant shall evaluate data from Federal Emergency Management Agency (FEMA) to determine if the landfill is in flooding areas and perform modeling and calculations if portions of the site are vulnerable to a 500-year flooding event. The cost estimate shall include engineering design, materials, labor and equipment, regulatory liaison, construction oversight, and reporting.

Reporting

Consultant shall prepare a report summarizing the results of the analyses performed to evaluate the Reasonably Foreseeable Release, including the following:

- Introduction
- Site Conditions-Geologic and Hydrogeologic Review
- Landfill Environmental Control Systems
- Reasonably Foreseeable Non-Water Impacts
- Seismically-Induced Impacts
- Precipitation Impacts
- Fire Impacts
- Flooding Impacts
- Non-Seismic Long-Term Performance of the Final Cover System
- Anticipated Methods of Mitigation
- Estimated Non-Water Release Mitigation Cost Estimate Summary
- References

<i>Deliverables</i>	<i>Meetings</i>
Draft Closure Cost Estimate	None
Final Closure Cost Estimate	
Draft Corrective Action Cost Estimate and Report	
Final Corrective Action Cost Estimate and Report	

3.13 Report of Waste Discharge

Consultant shall prepare the components of a Report of Waste Discharge (ROWD) for the new landfill per California Water Code 13260 necessary to secure Waste Discharge Requirements (WDR) from the Water Board. Consultant shall incorporate the ROWD into the JTD and prepare an application package including these documents along with Form E-1-77 (application for Solid Waste Facility Permit and WDR) and submit the package to the Water Board.

Consultant shall prepare waste containment system and stormwater management design drawings as well as site maps detailing proposed stormwater discharge locations, groundwater monitoring well locations, and waste containment areas.

Consultant shall prepare additional WDR documents or technical drawings as required by the Water Board and shall respond to Water Board comments throughout the permitting process.

<i>Deliverables</i>	<i>Meetings</i>
Draft Report of Waste Discharge Components, Site Maps and Drawings	Up to two (2) virtual meetings with Water Board staff.
Final Report of Waste Discharge Components, Site Maps and Drawings	
Draft Application Package	
Final Application Package	

3.14 Waste Acceptance Policy

Consultant shall develop a Waste Acceptance Policy (WAP) for the new landfill detailing accepted and prohibited wastes and outlining limitations, processes, generator requirements, documentation, acceptance and characterization criteria, sampling results, etc. regarding accepted wastes. Consultant shall identify and develop necessary waste acceptance forms for use by customers when dealing with special or difficult to manage wastes, including soil, sludge, etc.

Consultant shall review the existing WAP to ensure consistency when appropriate and shall recommend revisions to the existing WAP, if necessary, for implementation by the WPWMA.

<i>Deliverables</i>	<i>Meetings</i>
Draft Waste Acceptance Policy	None
Final Waste Acceptance Policy	

TASK 4 FACILITY ENTRANCE AND PUBLIC AREA DESIGN AND PERMITTING

Consultant shall refine conceptual designs and layouts prepared for the EIR to design a new facility entrance and public drop off areas off Fiddymont Road and generally located in the area of planned WRSL Modules 7 and 8. Consultant shall include the following components and improvements in the design:

- Layout and traffic flows
- Grading and drainage
- Structural
- Electrical and fire protection
- Scale and instrumentation
- Vegetation, aesthetics, irrigation
- Utility crossings
- Separation of public and commercial traffic
- Adequate vehicle queuing
- Consideration of future Fiddymont Road widening (by others)
- Site lines and turn lanes or other intersection controls
- Phasing to minimize road closures and other impacts on- and offsite
- Preference for a single scalehouse complex that would serve all customer traffic
- Accommodations for a possible future additional administrative building

For the new public area, Consultant shall consider the recommendations in the Adjacency

Study prepared under Task 3.2 as they relate to the following:

- Confirm adequate space for vehicle queuing and unloading and capacity to address existing and future needs
- Consider a flat public tipping pad designed to separate the public from the operator
- Separating public, commercial and operational traffic with minimal cross points
- Minimize material handling by operator and frequency of internal transfer of material by including adequate storage space for C&D, MSW, wood, appliances, tires, etc.
- Adequate staff parking
- Underground power supply
- Space for future reuse store/area

Consultant shall prepare the necessary documentation associated with an encroachment permit and other necessary permits:

- Site Plan
- Grading and Drainage Plan
- Curb Ramp Details
- Lighting Plan and Details
- Traffic Control Plan and Details
- Stormwater and Erosion Control BMPs
- Utility Plan and Details
- Structural Plan and Profiles for Walls
- Structural Sections and Details

<i>Deliverables</i>	<i>Meetings</i>
Draft Entrance Facility and Public Area Design Package	None
Final Entrance Facility and Public Area Design Package	

TASK 5 CONCEPTUAL PLAN EVALUATION & PRELIMINARY PROJECT IDENTIFICATION

Consultant shall evaluate and refine the conceptual configuration and Project elements, address modifications identified by the WPWMA, and prepare preliminary sizing, design, traffic, growth and cost analyses for each element. Consultant shall refine the models and tools developed for the EIR to account for major changes. Consultant shall evaluate the following Project elements under this task:

- New landfill and entrance on west property
- Fiddyment Road crossing

The following Project elements will be evaluated as part of Task 4:

- New central facility entrance from Fiddyment Road
- New scalehouse facilities
- Public drop-off areas
- Potential expanded organics management area

Consultant shall conduct two (2) design workshops with WPWMA, facility operator, and

Member Agency staff as directed by the WPWMA to review options and refine the conceptual configuration and associated Project elements.

<i>Deliverables</i>	<i>Meetings</i>
Draft Project Plan Configurations	Two (2) design workshops.
Final Project Plan Configuration	
Preliminary Sizing, Design, Traffic, Growth and Cost Analyses	
Draft Entrance Facility and Public Area Design Package	
Final Entrance Facility and Public Area Design Package	

TASK 6 PERMITTING ASSISTANCE

Consultant shall prepare and submit necessary applications and supporting technical reports required for permitting elements of the Project. Consultant shall manage and generally adhere to the following approach for each required permit:

1. Research available documentation (e.g., CalRecycle, GeoTracker, CEQAnet, etc.).
2. Permitting kickoff meeting with the WPWMA to discuss approach and schedule.
3. Prepare necessary data requests and obtain and review existing documentation.
4. Meet with each regulatory agency to discuss the Project, required submittals and schedule.
5. Prepare draft permit documents for WPWMA review and incorporate comments.
6. Prepare draft permit application package for WPWMA review and incorporate comments.
7. Finalize and submit permit documentation and application package to applicable regulatory agency.
8. Review proposed permits provided by regulatory agency and prepare comments as necessary.
9. Provide assistance to regulatory agencies for public meetings as requested by WPWMA.

Solid Waste Facility Permit, Waste Discharge Requirements and Joint Technical Document

Consultant shall prepare a new JTD to reflect the proposed new landfill design and operations in accordance with Title 27. Consultant shall incorporate the deliverables from Tasks 1 through 5 into the JTD. Where appropriate, Consultant shall utilize existing technical studies and/or supporting appendices. Consultant shall prepare separate JTD Tables of Contents for the LEA and Water Board submittals consistent with CalRecycle and Water Board requirements. Consultant shall prepare the associated application package for submittal to the LEA, CalRecycle, Water Board, and Placer County Planning Department including separate application forms E-1-77 for the LEA and Water Board.

This task assumes that the existing landfill SWFP will be updated to include the new landfill and that new WDRs will be required for the new landfill.

<i>Deliverables</i>	<i>Meetings</i>
Draft JTD	Up to three (3) meetings with the WPWMA to confirm operational details.
Draft Application Packages	Up to three (3) meetings with the LEA and CalRecycle.
Final JTD and Application Packages	Up to three (3) meetings with the Water Board.

Authorities to Construct, Permits to Operate, and Title V Permit

Consultant shall utilize the results of the CEQA air quality impact analysis conducted in preparation of the EIR as the basis for evaluating air quality impacts, determining air permitting requirements and preparing necessary air permit applications, including Authorities to Construct and Title V Permit. Consultant shall determine the scope of emissions and processes subject to permitting and conduct a dispersion modeling analysis, best available control technology analysis, human health risk assessment and emission offset determination as required.

Consultant shall use the U.S. Environmental Protection Agency’s LFG generation model, in conjunction with the estimated rate of waste disposal at the new landfill, and historic LFG generation data from the WRS� to estimate the rate of LFG generation, including the amount of LFG that may be collected by the gas collection system and the quantity of emissions.

Consultant shall evaluate the current LFG management plan for modeling of gas generation rates and analyze the capacity of the current collection system and perform conceptual-level planning for future development areas and associated system upgrades.

Consultant shall perform a site-wide air emission and dispersion model to estimate impacts at the western property boundary and offsite potential receptor locations. Consultant shall use the industrial source code short term model to estimate both point source (flares) and area source (landfill surface) emissions for the Title V permit modification application.

<i>Deliverables</i>	<i>Meetings</i>
Draft ATC and Title V Permit Applications	Up to three (3) meetings with the PCAPCD.
Final ATC and Title V Permit Applications	

Clean Water Act Section 404 Permit

Consultant shall evaluate the revised definition of “waters of the United States” (WOTUS) per the May 25, 2023 Supreme Court ruling in the case of Sackett v. Environmental Protection Agency, which may affect which aquatic resources in the Project area are regulated by the Clean Water Act (CWA) and subject to CWA Permitting. Consultant shall assess CWA jurisdiction in the Project area and work with the US Army Corps of Engineers (USACE) to determine the appropriate permit type.

Consultant shall update the aquatic resource delineation prepared for the EIR and obtain an Approved Jurisdictional Determination from the USACE. This scope assumed that the EIR contains sufficient information to support the National Historic Preservation Act Section 106 consultation; however, if the USACE determined additional actions are required, the parties will discuss an amendment to this scope to include the additional necessary services.

<i>Deliverables</i>	<i>Meetings</i>
Draft Clean Water Act 404 Permit Application Package	Up to one (1) meeting with US Army Corps of Engineers.
Final Clean Water Act 404 Permit Application Package	

Stormwater Permitting

Consultant shall meet with the WPWMA and Water Board to determine whether the western landfill should be permitted under a new Industrial General Permit separately from the WRSL. If so, Consultant shall design the stormwater retention/detention basins on the western property as a no-discharge facility and prepare a Notice of Non-Applicability (NONA) Technical Report including supporting calculations (i.e., hydrology/hydraulics analysis, historical rainfall data and route modeling). Consultant shall submit and conduct a meeting to present the draft NONA Technical Report for concurrence from the Water Board prior to preparing the construction level documents for the proposed no-discharge facility improvements.

<i>Deliverables</i>	<i>Meetings</i>
Draft NONA Technical Report	Two (2) meetings with the Water Board.
Final NONA Technical Report	

Industrial Discharge Permit

Consultant shall prepare a permit application for the WPWMA's City of Roseville Industrial Discharge Permit to address changes in quantity of landfill leachate, landfill gas condensate and other liquids discharged to the sanitary sewer as evaluated under Tasks 1, 3 and 4.

<i>Deliverables</i>	<i>Meetings</i>
Draft Industrial Discharge Permit Application	One (1) meeting with City of Roseville; additional communications as necessary.
Final Industrial Discharge Permit Application	

HHW Permit by Rule

Consultant shall prepare a revised HHW Permit by Rule application incorporating changes related to relocating the public HHW drop-off area on the WPWMA's central property.

<i>Deliverables</i>	<i>Meetings</i>
Draft Permit by Rule Application	One (1) meeting with the CUPA.
Final Permit by Rule Application	

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Two Million Three Hundred Twenty-Three Thousand Four Hundred Seventy-Two dollars (\$2,323,472.00).

Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	Project Initiation and Management	\$32,369
2	Title Search and Map	\$146,191
3	Plan and Report Preparation	\$1,409,837
4	Conceptual Plan Evaluation and Preliminary Project Identification	\$163,206
5	Permitting Assistance	\$306,695
6	Facility Entrance and Public Area Design and Permitting	\$265,177
	Total	\$2,323,472

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

EXHIBIT B-1
RATE SCHEDULE

LABOR CLASSIFICATION	2024 RATE
Professional and Project Management	
Subject Matter Expert	\$310
Senior Principal	\$280
Principal	\$256
Specialist	\$236
Senior	\$215
Career	\$194
Associate	\$173
Intermediate	\$153
Entry	\$142
Technician	
Specialist	\$153
Senior	\$137
Career	\$121
Intermediate	\$105
Entry	\$90
Administration and Support	
Senior	\$104
Career	\$97
Intermediate	\$90
Entry	\$82
Global Delivery Center	
Senior	\$124
Intermediate	\$93
Entry	\$72
OTHER DIRECT COSTS	
Expenses – Travel	None
Expenses – Equipment, Supplies, Other Direct Costs	10%
Subconsultants	10%

Consultant's hourly rates are subject annual escalation in January of each year beginning in 2025.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **BOARD MEETING PROCEDURES: VIRTUAL ACCESS**

RECOMMENDED ACTION:

1. Approve revisions to the WPWMA's procedures for providing virtual access to WPWMA Board meetings.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the November 9, 2023 meeting, your Board provided direction to staff regarding changes to the WPWMA's meeting procedures as it relates to virtual access by meeting attendees.

Based on the direction provided by your Board, staff recommend your Board approve the following meeting participation procedure beginning with the first meeting in calendar year 2024:

1. Meeting attendees may attend in person and provide public comment. Public comment will also be accepted via email or in otherwise writing prior to the meeting.
2. Audio and video of the meeting will be livestreamed to the WPWMA's YouTube channel. Recordings of the meetings will be maintained on the WPWMA's YouTube channel for a period of at least 12 months. A link to the WPWMA's YouTube channel will be posted with agenda items on the WPWMA's website.
3. On a case-by-case basis, WPWMA will provide virtual access to entities or individuals scheduled to present an item to your Board.

Should your Board approve the recommended changes to the WPWMA's meeting procedures, the next scheduled meeting will be conducted in accordance with these provisions. At the same meeting, staff will present a resolution to your Board memorializing the changes as well as establishing the 2024 regular meeting schedule consistent with Section 8 of the WPWMA's Joint Powers Agreement.

ENVIRONMENTAL CLEARANCE:

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

FISCAL IMPACT:

Staff has worked with Placer County's Information Technology Department and confirmed that, with a minor hardware upgrade costing approximately \$600, the WPWMA's existing audio-visual system is capable of livestreaming the meetings. The

WPWMA already has a YouTube account; there would be no charge to livestream on this platform.

STRATEGIC PLAN/GOALS:

Goal 1 – Improve outreach, public education, and customer experience/service.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **FISCAL YEAR 2023/24 FINAL BUDGETS**

RECOMMENDED ACTION:

1. Approve the Fiscal Year 2023/24 Final Budgets for the Operating Fund, Closure/Postclosure Fund, Self-Insurance Fund and Odor Management Fund as presented in Exhibits A, B and C.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The WPWMA operates within four budgets:

1. The **Closure/Postclosure Fund**, the purpose of which is to ensure adequate funding for corrective action, final closure and post-closure monitoring and maintenance of the landfill;
2. The **Self Insurance Fund**, which was established to cover expenses from claims, lawsuits and damage assessments against the WPWMA;
3. The **Odor Management Fund**¹, which covers expenses related specifically to odor monitoring, management, and public outreach; and
4. The **Operating Fund**, which covers all other expenses of the WPWMA, including the MRF and landfill operating agreements.

On May 11, 2023, your Board approved the WPWMA's Fiscal Year 2023/24 Preliminary Budgets and directed staff to return to your Board for consideration of the Final Budgets.

The Final Budgets were developed based on the Financial Forecast (Exhibit D) and the following parameters:

1. Tipping Fee Structure – At the July 21, 2022 meeting, your Board approved a three-year tipping fee schedule to ensure sufficient revenues will be available to pay ongoing operations and maintenance costs, fund debt service requirements, and meet the bond coverage covenants. The second tipping fee adjustment, which represented an 8.5% increase, became effective July 1, 2023. The next approved fee adjustment of 2.5% is scheduled to take effect July 1, 2024.
2. Projected Tonnage – 494,635 total tons accepted, composed of mixed solid waste, sludge, green waste, commercial food waste, construction and demolition debris, wood waste and inerts.

¹ Odor management costs are technically included in the Operating Fund. Staff are presenting these odor-related costs and revenues as a separate "fund" solely for the purposes of transparency and clarity as it relates to the WPWMA's ongoing efforts related to facility odors.

Staff estimates that, after taking into account tonnages associated with one-time projects, the potential for customers to deliver materials to other facilities, and the current state of the economy, the WPWMA will realize a decrease in waste tonnages of 4.6% compared to the quantities received in FY 2022/23.

Specifically, compared to the projections included in the Preliminary Budget, staff have reduced quantity and corresponding revenue estimates for all material types (except C&D) by the following amounts.

Material Class	Preliminary Budget	Final Budget	Change
MSW	277,949	260,817	(6.16%)
C&D	116,384	119,918	3.04%
Sludge	16,045	6,067	(62.19%)
Greenwaste	73,954	61,273	(17.15%)
Foodwaste	3,237	3,032	(6.33%)
Woodwaste	9,368	9,128	(2.56%)
Inerts	37,572	31,528	(16.09%)
Miscellaneous	\$384,714	\$361,910	(5.93%)
Total Tip Fees	\$53,022,636	\$49,524,246	(6.60%)

3. Debt Service and Coverage – As a result of the sale of bonds in September 2022 for the MRF improvements and current landfill liner construction, annual principal and interest costs for FY 2023/24 are \$3,135,000 and \$4,631,285, respectively. Approximately half of the interest payment is due in December; the principal and remaining interest payments are due in late May.

As a covenant of the bonds, the WPWMA is obligated to demonstrate it has generated net revenues, after paying operating and maintenance costs, equal to at least 125% of the annual debt service (referred to as “Coverage”). The proposed FY 2023/24 Final Budget is expected to result in a Coverage rate of 132%.

4. Rate Stabilization Fund – Historically, any unspent revenues remaining at the end of a fiscal year were identified in the subsequent fiscal year’s budget as “retained earnings” and treated as a source of available revenue. Beginning in FY 2022/23, and in accordance with Resolution 22-08 adopted by your Board at the August 11, 2022 meeting, any unspent revenues in the Operations Budget remaining at the end of the fiscal year will be deposited into a Rate Stabilization Fund. These monies will be available to your Board for future expenditures including, but not limited to, early retirement of the bonds. Staff projects a contribution to this fund at the end of the fiscal year of approximately \$3.06 million.
5. Construction Projects – As shown at the bottom of the second page of Exhibit A, \$72,733,993 is budgeted for the following anticipated projects:
 - a. Continued design, equipment fabrication and facility construction of MRF and composting system upgrades by FCC (\$61,079,799).
 - b. Install the Module 6 liner system (\$8,223,371).

- c. Complete expansion and lining of the north compost pond and installation of electrical control panel (\$380,750).
 - d. Install two compost groundwater monitoring wells (\$84,000).
 - e. Install new landfill gas wells in Modules 5 and 16 (\$400,000).
 - f. Decommission and abandon on-site water production well near closed portion of the landfill (\$112,000).
 - g. Install continuous flow and pH monitoring systems and sewer lift station to conform to new City of Roseville discharge permit requirements (\$26,000).
 - h. Upgrade the CCTV system (\$15,000).
 - i. Install landfill leachate pre-treatment pilot study infrastructure (\$60,000)
 - j. Procure and install an on-site radio communications system (\$29,600).
 - k. Initiate permitting of the western expansion property for landfill operations (\$2,323,472).
6. Reserve Accounts – A net increase to reserves totaling \$487,633. Staff recommends utilizing \$3,500,000 from the Operating Fund – Contingencies Reserve Account for landfill and compost-related construction projects.

Total fund balances and reserves at the end of the prior and current fiscal years are projected as follows:

	FY 2022/23	FY 2023/24
Operating Fund	\$14,089,952	\$13,694,308
Closure/Postclosure Fund	\$15,996,447	\$16,791,020
Self-Insurance Fund	\$4,872,651	\$4,905,541
Odor Management Fund	\$232,497	\$288,311
Total Reserves	\$35,191,547	\$35,679,180

ENVIRONMENTAL CLEARANCE:

Approval of the Final Budgets does not constitute a "Project" under the California Environmental Quality Act, per CEQA Guidelines Section 15378(b)(5), because your Board does not fully commit to any individual project when approving the budgets. Appropriate environmental review will be conducted prior to your Board’s approval of individual projects.

FISCAL IMPACT:

The Final Budgets include sufficient funding to generate retained earnings for future use. Cancellation of reserves, other than as noted above, is not anticipated.

STRATEGIC PLAN/GOALS:

Goal 5 – Maintain fiscally responsible systems.

- ATTACHMENTS: EXHIBIT A – OPERATING FUND
 EXHIBIT B – CLOSURE/POSTCLOSURE FUND AND SELF-INSURANCE FUND
 EXHIBIT C – ODOR MANAGEMENT FUND
 EXHIBIT D – FINANCIAL FORECAST

EXHIBIT A

OPERATIONS FUND

	2022/23 Final Budget	2022/23 Actual	2023/24 Final Budget	Notes
<u>SOURCES OF FUNDS</u>				
Retained Earnings	0	0	0	
42010: Investment Income	104,614			
Interest/Investment Income		268,502	198,562	
Bond related Interest Income		1,288,175	1,019,467	
42030: Rents and Concessions				
Rent	93,429	89,347	86,565	
Royalties	499,148	461,895	413,088	
44270: State Aid - Other Programs	0	105,651	56,000	
46240: Road and Street Services	31,617	31,776	29,787	
46250: Solid Waste Disposal	45,173,775	44,978,160	48,577,738	
46430: Insurance Settlements	208,637	361,580	0	
48030: Miscellaneous	1,170,560	116,442	15,000	
49040: Gain/Loss from Fixed Asset Disposal		1,085,560	45,000	
49060: Contributions from Other Funds: Closure/Postclosure				
49060: Contributions from Other Funds: Self Insurance				
49140: Bond Proceeds	57,867,742	24,716,018	69,579,799	
Reserve Cancellations				
Fixed Asset Acquisition	0	0	0	
Road Improvement	0	0	0	
HHW Closure	0	0	0	
Imprest Cash	0	0	0	
Contingencies	695,000	695,000	3,500,000	
Rate Stabilization	3,500,000	4,889,424	0	
TOTAL SOURCES OF FUNDS	109,344,521	79,087,529	123,521,005	
<u>USES OF FUNDS</u>				
Ongoing Operations	46,775,449	47,248,309	47,682,655	
Major Construction Projects	58,891,588	31,428,414	72,733,993	
Land Acquisition	0	0	0	
Contribution to Reserves				
Fixed Asset Acquisition	500,000	500,000	0	
Road Improvement	31,617	31,776	29,787	
HHW Closure	715	2,745	1,347	
Imprest Cash	0	0	0	
Contingencies	0	0	0	
Rate Stabilization	3,268,867	0	3,073,222	
Auditor's Year End Adjustment	0	0	0	
Retained Earnings	0	0	0	
TOTAL USES OF FUNDS	109,468,236	79,211,244	123,521,005	
<u>OPERATING FUND RESERVE BALANCES</u>				
Fixed Asset Acquisition	1,219,125	1,219,125	1,219,125	
Road Improvement	158,322	158,481	188,269	
HHW Closure	36,712	38,742	40,089	
Imprest Cash	8,600	8,600	8,600	
Contingencies	11,554,428	11,554,428	8,054,428	
Rate Stabilization	5,768,867	1,110,576	4,183,798	
TOTAL OPERATING FUND RESERVE BALANCES	18,746,054	14,089,952	13,694,308	

APPROPRIATIONS BY ACCOUNT	2022/23	2022/23	2023/24	Notes
	Final Budget	Actual	Final Budget	
51010: Wages and Salaries	1,258,855	1,264,897	1,403,653	
51040: Overtime and Call Back Pay	33,565	38,391	40,022	
51090: Cafeteria Plans (Non-PERS)	57,579	66,999	77,241	
51120: Uniform Allowance	2,400	3,177	2,000	
51210: Retirement	405,184	481,742	535,331	
51220: Payroll Taxes	87,727	97,396	105,857	
51240: Other Postemployment Benefits	59,278	46,042	49,072	
51290: 401(k) Employer Match		1,191	3,000	
51310: Employee Group Insurance	247,340	267,748	277,456	
51360: Workers Comp Insurance		21,787	20,000	
52030: Clothing and Personal	6,000	3,051	2,500	
52040: Communication Services Expense	16,882	8,275	9,000	
52050: Food	1,000	1,707	1,000	
52060: Household Expense	3,000	343	500	
52080: Insurance	341,907	417,399	620,000	
52140: Parts	3,000	908	1,000	
52160: Maintenance	32,911	34,781	73,616	
52161: Maintenance - Buildings	30,000	0	2,500	
52170: Fuels and Lubricants	2,000	4,542	2,500	
52180: Materials - Buildings & Improvements	1,000	228	500	
52240: Professional / Membership Dues	5,000	15,663	12,000	
52250: Services and Supplies	1,000	0	500	
52260: Misc Expense	0	22,842	0	
52320: Printing	32,200	15,042	10,000	
52330: Office and Other Supplies	25,000	23,230	25,000	
52340: Postage	4,110	3,423	3,500	
52360: Prof. & Special Svcs - General	2,975,659	3,455,940	2,740,086	
52370: Prof. & Special Svcs - Legal	160,000	139,318	150,000	
52380: Prof. & Special Svcs - Tech., Eng. & Env.	32,365,152	32,811,879	31,948,428	
52390: Prof. & Special Svcs - County	249,600	227,502	230,000	
52400: Prof. & Special Svcs - IT	135,200	4,557	75,000	
52440: Rents and Leases - Equipment	100	278	100	
52450: Rents and Leases - Buildings & Improvements	100	0	100	
52460: Small Tools & Instruments	1,000	499	750	
52470: Employee Benefits Systems	0	0	21,200	
52480: PC Acquisition	12,500	0	5,300	
52510: Director's Fees	6,000	5,800	6,000	
52540: Signing & Safety Material	10,000	652	1,000	
52560: Small Equipment	100	494	100	
52570: Advertising	20,000	24,011	317,000	
52580: Special Department Expense	10,000	7,541	1,500	
52785: Training / Education	10,000	1,338	2,500	
52790: Transportation and Travel	48,000	49,130	45,000	
52800: Utilities	250,000	112,006	250,000	
52810: Operating Materials	1,000	0	1,000	
53020: Bond Principle	2,215,000	2,215,000	3,135,000	
53050: Debt Issuance Costs	999,464	990,518	3,700	
53060: Bond Interest	3,488,615	3,488,615	4,631,285	
53190: Taxes and Assessments	549,512	550,169	517,545	
53250: Contributions to other Agencies	269,442	265,287	274,022	
53390: Transfer Out A-87 Costs	84,000	36,174	26,969	
54410: Land	0	0	0	
54430: Buildings and Improvements	30,603,376	7,447,524	17,082,893	
54450: Equipment	19,701,502	16,344,902	44,101,506	
54470: Infrastructure	695,000	0	622,000	
54480: Land Improvements	7,891,710	7,635,988	10,927,594	
55510: Operating Transfer Out	0	0	0	
55550: Transfer to County for Road Improvements	0	0	0	
55550: Transfer to Closure/Postclosure Fund	258,066	0	0	
55550: Transfer to Self Insurance Fund	0	0	0	
55561: Interfund/Intrafund Activities Out	20,000	20,800	21,320	
59000: Appropriation for Contingencies	0	0	0	
TOTAL APPROPRIATIONS	105,667,037	78,676,723	120,416,648	
SUMMARY OF APPROPRIATIONS				
Related to Ongoing Operations	46,775,449	47,248,309	47,682,655	
Related to Construction Projects	58,891,588	31,428,414	72,733,993	
Related to Land Acquisition	0	0	0	

SUB-ACCOUNT DETAIL	2022/23	2022/23	2023/24	Notes
	Final Budget	Actual	Final Budget	
52360: Prof. & Special Svcs - General				
2810: Financial Services	160,412	213,608	236,032	
2880: Administration	0	635,528	622,000	
2920: Aerial Surveys and Mapping Services	5,500	0	5,500	
2940: Consulting Services	701,000	426,582	199,000	
2950: Professional Engineering Services	1,984,500	2,091,400	1,567,854	
2977: Website Services	6,248	0	6,500	
3020: Armored Car Services	8,000	14,555	13,200	
3045: Temporary Worker Services	90,000	74,267	90,000	
52380: Prof. & Special Svcs - Tech., Eng. & Env.				
3140: Building Maintenance, Installation & Repairs	5,000	24,879	25,000	
3180: MRF Operations	29,208,676	29,794,350	29,052,360	
3190: Landfill Operations	2,791,477	2,839,546	2,768,568	
3200: New Building Construction Services	0	0	0	
3320: Environmental and Ecological Services	300,000	100,727	100,000	
3322: Hazardous Waste (Temporary HHW events)	60,000	52,378	2,500	
52570: Advertising				
3892: Outreach			156,000	
3893: Public Relations			85,000	
3894: Business Development			76,000	
53190: Taxes and Assessments				
4870: Taxes and Assessments - Disposal Taxes	448,262	464,000	401,845	
4870: Taxes and Assessments - Property Taxes	750	632	700	
4870: Taxes and Assessments - Permit & Regulatory Fees	100,000	85,087	100,000	
4870: Taxes and Assessments - Fines and Penalties	500	450	15,000	
MAJOR CONSTRUCTION PROJECTS				
54430: Buildings and Improvements				
Building Expansions, Retrofits and Modifications	30,603,376	7,447,524	17,082,893	MRF upgrades by FCC
54450: Equipment				
MRF Equipment	19,411,902	16,269,030	43,996,906	MRF upgrades by FCC
LFG Equipment				
Composting Systems	200,000	0		
Information and Communications Technology	29,600	0	29,600	On-site radio system
Security Systems	60,000	51,297	15,000	Upgrade CCTV system
Misc Equipment		24,574	60,000	Leachate pre-treat pilot system
54470: Infrastructure				
Power				
Water	30,000	0	112,000	Decommission domestic water well at WRSL
Leachate/Sewage	65,000	0	26,000	Continuous flow and pH meter
LFG Wells and Piping	200,000	0	400,000	Install new LFG wells in active modules
LFG Monitoring Systems				
Water Monitoring Systems	400,000	0	84,000	Compost GW monitoring wells
54480: Land Improvements				
Liner Systems		216,237	8,223,371	Module 6 liner install
Cover Systems			0	
Compost Pads and Ponds	1,038,710	1,094,728	380,750	Complete North Compost Pond liner project
Other	6,853,000	6,325,024	2,323,472	
MAJOR CONSTRUCTION PROJECTS TOTAL	58,891,588	31,428,414	72,733,993	

TIPPING FEE STRUCTURE	2022/23	2022/23	2023/24	Notes
	Final Budget	Actual	Final Budget	
Tipping Fee (\$ per ton)				
MSW	88.00 / 95.50	88.00 / 95.50	103.75	
C&D	88.00 / 95.50	88.00 / 95.50	103.75	
Sludge and Mixed Inerts	50.00 / 54.25	50.00 / 54.25	59.00	
Green Waste	68.00 / 74.00	68.00 / 74.00	80.50	
Wood Waste	55.00	55.00	56.25	
Food Waste	68.00 / 74.00	68.00 / 74.00	80.50	
Inerts	60.00	60.00	61.50	
H2O Sludge	10.00 / 11.00	10.00 / 11.00	11.50	
Roseville Recyclables	193.00/210.25	193.00/210.25	216.50	
Bulk Tires	210.00/228.75	210.00/228.75	235.50	
Tipping Fee (\$ per cubic yard)				
MSW	20.00 / 21.75	20.00 / 21.75	23.75	
C&D	20.00 / 21.75	20.00 / 21.75	23.75	
Green Waste	16.00 / 17.50	16.00 / 17.50	19.00	
Wood Waste	16.00	16.00	16.50	
Inerts	60.00	60.00	61.50	
Tipping Fee (\$ per unit)				
Appliances	8.50 / 9.50	8.50 / 9.50	10.00	
CFC Devices	39.00 / 42.50	39.00 / 42.50	43.75	
Car Tires	4.00 / 4.50	4.00 / 4.50	4.75	
Truck Tires	21.00 / 23.00	21.00 / 23.00	23.75	
Tractor Tires	84.00 / 91.50	84.00 / 91.50	94.25	
MATERIAL QUANTITIES				
MSW				
Tonnage	246,889	256,116	249,903	
Yardage	151,216	125,963	124,074	
C&D				
Tonnage	119,396	106,474	111,271	
Yardage	0	24,648	25,880	
Sludge and Mixed Inerts	18,471	15,809	6,067	
Green Waste				
Tonnage	58,073	62,293	54,753	
Yardage	38,509	36,721	33,783	
Wood Waste				
Tonnage	7,793	7,669	7,701	
Yardage	5,580	5,076	5,406	
Food Waste	3,176	3,002	3,032	
Inerts				
Tonnage	27,923	27,543	23,575	
Yardage	11,599	9,039	7,954	
Appliances	7,171	9,711	9,367	
CFC Devices	4,000	4,467	4,315	
Tires				
Car	5,686	6,140	5,917	
Truck	93	98	96	
Tractor	40	57	55	
Bulk Tonnage	44	56	56	
H2O Sludge	1,045	1,265	1,265	
Treated Wood Waste	218	75	75	

EXHIBIT B

CLOSURE / POSTCLOSURE FUND	2022/23 Final Budget	2022/23 Actual	2023/24 Final Budget	Notes
<u>SOURCES OF FUNDS</u>				
Retained Earnings	0	0	0	
42010: Investment Income	91,054	272,626	107,976	
46250: Solid Waste Disposal	579,440	435,922	686,597	
	258,066	0	0	
General Reserve Cancellations	240,103	117,322	0	
TOTAL SOURCES OF FUNDS	1,168,663	825,870	794,573	
<u>USES OF FUNDS</u>				
Closure/Postclosure Liability Adjustment	1,123,401	433,393	0	
Contribution to General Reserves	45,262	392,477	794,573	
Contribution to Operating Fund	0	0	0	
Retained Earnings	0	0	0	
TOTAL USES OF FUNDS	1,168,663	825,870	794,573	
CLOSURE/POSTCLOSURE FUND BALANCE				
Closure/Postclosure Liability	15,323,698	15,686,757	15,686,757	
General Reserves	57,906	309,690	1,104,263	
TOTAL CLOSURE/POSTCLOSURE FUND BALANCE	15,381,604	15,996,447	16,791,020	
SELF INSURANCE FUND				
	2022/23 Final Budget	2022/23 Actual	2023/24 Final Budget	
<u>SOURCES OF FUNDS</u>				
Retained Earnings	365,333	365,333	0	
42010: Investment Income	27,527	137,919	32,890	
46250: Solid Waste Disposal	0	0	0	
Future Occurances Reserve Cancellations	0	0	0	
TOTAL SOURCES OF FUNDS	392,860	503,252	32,890	
<u>USES OF FUNDS</u>				
52360: Prof. & Special Svcs - General	0	0	0	
52370: Prof. & Special Svcs - Legal	0	0	0	
52380: Prof. & Special Svcs - Tech., Eng. & Env.	0	0	0	
52390: Prof. & Special Svcs - County	0	0	0	
53140: Judgements and Damages	0	0	0	
55550: Transfer to Operating Fund	0	0	0	
Contribution to Reserve for Future Occurances	392,860	503,252	32,890	
Retained Earnings	0	0	0	
TOTAL USES OF FUNDS	392,860	503,252	32,890	
SELF INSURANCE RESERVE BALANCE				
Reserve for Future Occurances	4,762,259	4,872,651	4,905,541	

EXHIBIT C

ODOR MANAGEMENT FUND

	2022/23 Final Budget	2022/23 Actual	2023/24 Final Budget	Notes
<u>SOURCES OF FUNDS</u>				
Retained Earnings	127	159	0	
42010: Investment Income	600	643	1,744	
46250: Solid Waste Disposal	228,106	225,964	202,567	
49060: Contributions from Other Funds				
PRSP towards Capital Improvements	0	0	0	
PRSP towards Operations and Maintenance	0	0	0	
SAP towards Capital Improvements	0	0	0	
SAP towards Operations and Maintenance	0	0	0	
Odor Management Reserve Cancellations	0	0	0	
TOTAL SOURCES OF FUNDS	228,833	226,766	204,311	
<u>USES OF FUNDS</u>				
Ongoing Operations	212,782	80,002	148,493	
Major Construction Projects	0	0	0	
Contribution to Reserves				
SAP/PRSP Capital and Operating	0	0	0	
Non SAP/PRSP Capital and Operating	16,051	146,763	55,818	
Rate Stabilization Fund	0	0	0	
Auditor's Year End Adjustment	0	0	0	
Retained Earnings	0	0	0	
TOTAL USES OF FUNDS	228,833	226,766	204,311	
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ODOR MANAGEMENT FUND RESERVE BALANCES				
SAP/PRSP Capital and Operating	0	0	0	
Non SAP/PRSP Capital and Operating	101,785	232,497	288,315	
TOTAL ODOR MANAGEMENT FUND RESERVE BALANCES	101,785	232,497	288,315	
APPROPRIATIONS BY ACCOUNT				
51010: Wages and Salaries	28,259	28,156	29,282	
51040: Overtime and Call Back Pay	625	430	0	
51090: Cafeteria Plans (Non-PERS)	758	817	850	
51120: Uniform Allowance	22	81	84	
51210: Retirement	8,708	4,940	5,138	
51220: Payroll Taxes	2,183	2,136	2,222	
51240: Other Postemployment Benefits	1,206	613	638	
51310: Insurance	3,708	3,057	3,179	
52050: Food	0	0	0	
52140: Parts	0	0	0	
52160: Maintenance	122,892	39,769	45,000	
52260: Misc Expense	0	0	0	
52320: Printing	2,800	2	3,000	
52330: Other Supplies	0	0	0	
52340: Postage	90	0	100	
52360: Prof. & Special Svcs - General	0	0	0	
52380: Prof. & Special Svcs - Tech., Eng. & Env.	80,000	0	52,000	
52460: Small Tools & Instruments	0	0	0	
52480: PC Acquisition	0	0	0	
52560: Small Equipment	0	0	0	
52570: Advertising	5,000	0	5,000	
52580: Special Department Expense	0	0	0	
54430: Buildings and Improvements	0	0	0	
54450: Equipment	0	0	0	
54470: Infrastructure	0	0	0	
54480: Land Improvements	0	0	0	
59000: Appropriation for Contingencies	2,000	0	2,000	
TOTAL APPROPRIATIONS	212,782	80,002	148,493	

EXHIBIT D

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
OPERATIONS FUND						
<u>SOURCES OF FUNDS</u>						
Retained Earnings		0	0	0	0	0
42010: Investment Income						
Interest/Investment Income		268,502	198,562	142,811	100,374	101,002
Bond related Interest Income		1,288,175	1,019,467	303,071	290,747	290,747
42030: Rents and Concessions						
Rent		89,347	86,565	85,385	84,231	70,175
Royalties		461,895	413,088	413,088	413,088	413,088
44270: State Aid - Other Programs		105,651	56,000	30,000	30,000	30,000
46240: Road and Street Services		31,776	29,787	30,272	26,192	26,521
46250: Solid Waste Disposal		44,978,160	48,577,738	50,923,716	45,090,238	46,960,456
46430: Insurance Settlements		361,580	0	0	0	0
48030: Miscellaneous		116,442	15,000	15,000	15,000	15,000
49040: Gain/Loss from Fixed Asset Disposal		1,085,560	45,000			
49060: Contributions from Other Funds: Closure/Postclosure						
49060: Contributions from Other Funds: Self Insurance						
49140: Bond Proceeds		24,716,018	69,579,799	1,589,799		
Reserve Cancellations						
Fixed Asset Acquisition		0	0	0	0	0
Road Improvement		0	0	0	0	0
HHW Closure		0	0	0	0	0
Imprest Cash		0	0	0	0	0
Contingencies		695,000	3,500,000	1,000,000	547,337	0
Rate Stabilization		4,889,424	0	0	0	0
TOTAL SOURCES OF FUNDS		79,087,529	123,521,005	54,533,141	46,597,207	47,906,989
<u>USES OF FUNDS</u>						
Ongoing Operations		47,248,309	47,682,655	50,707,095	46,513,544	47,477,455
Major Construction Projects		31,428,414	72,733,993	2,589,799	0	0
Land Acquisition		0	0	0	0	0
Contribution to Reserves						
Fixed Asset Acquisition		500,000	0	0	0	0
Road Improvement		31,776	29,787	30,272	26,192	26,521
HHW Closure		2,745	1,347	1,394	1,443	1,494
Imprest Cash		0	0	0	0	0
Contingencies		0	0	0	0	0
Rate Stabilization		0	3,073,222	1,204,582	56,028	401,519
Auditor's Year End Adjustment		0	0	0	0	0
Retained Earnings		0	0	0	0	0
TOTAL USES OF FUNDS		79,211,244	123,521,005	54,533,142	46,597,207	47,906,989
OPERATING FUND RESERVE BALANCES						
Fixed Asset Acquisition		1,219,125	1,219,125	1,219,125	1,219,125	1,219,125
Road Improvement		158,481	188,269	218,541	244,733	271,254
HHW Closure		38,742	40,089	41,483	42,926	44,420
Imprest Cash		8,600	8,600	8,600	8,600	8,600
Contingencies		11,554,428	8,054,428	7,054,428	6,507,091	6,507,091
Rate Stabilization		1,110,576	4,183,798	5,388,380	5,444,408	5,845,927
TOTAL OPERATING FUND RESERVE BALANCES		14,089,952	13,694,308	13,930,557	13,466,883	13,896,417

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
APPROPRIATIONS BY ACCOUNT						
51010: Wages and Salaries	1,264,897	1,403,653	1,459,799	1,485,346	1,511,339	
51040: Overtime and Call Back Pay	38,391	40,022	41,623	42,352	43,093	
51090: Cafeteria Plans (Non-PERS)	66,999	77,241	80,331	81,736	83,167	
51120: Uniform Allowance	3,177	2,000	2,000	2,000	2,000	
51210: Retirement	481,742	535,331	556,744	566,487	576,401	
51220: Payroll Taxes	97,396	105,857	110,091	112,018	113,978	
51240: Other Postemployment Benefits	46,042	49,072	51,035	51,928	52,837	
51290: 401(k) Employer Match	1,191	3,000	3,000	3,000	3,000	
51310: Employee Group Insurance	267,748	277,456	288,554	293,604	298,742	
51360: Workers Comp Insurance	21,787	20,000	20,800	21,164	21,534	
52030: Clothing and Personal	3,051	2,500	2,550	2,601	2,653	
52040: Communication Services Expense	8,275	9,000	9,180	9,364	9,551	
52050: Food	1,707	1,000	1,020	1,040	1,061	
52060: Household Expense	343	500	510	520	531	
52080: Insurance	417,399	620,000	638,600	657,758	677,491	
52140: Parts	908	1,000	1,020	1,040	1,061	
52160: Maintenance	34,781	73,616	74,916	76,241	77,593	
52161: Maintenance - Buildings	0	2,500	2,550	2,601	2,653	
52170: Fuels and Lubricants	4,542	2,500	2,550	2,601	2,653	
52180: Materials - Buildings & Improvements	228	500	510	520	531	
52240: Professional / Membership Dues	15,663	12,000	12,240	12,485	12,734	
52250: Services and Supplies	0	500	510	520	531	
52260: Misc Expense	22,842	0	0	0	0	
52320: Printing	15,042	10,000	10,200	10,404	10,612	
52330: Office and Other Supplies	23,230	25,000	25,500	26,010	26,530	
52340: Postage	3,423	3,500	4,098	4,096	4,094	
52360: Prof. & Special Svcs - General	3,455,940	2,740,086	2,801,484	2,824,219	2,884,005	
52370: Prof. & Special Svcs - Legal	139,318	150,000	153,000	156,060	159,181	
52380: Prof. & Special Svcs - Tech., Eng. & Env.	32,811,879	31,948,428	34,741,056	30,515,270	31,335,768	
52390: Prof. & Special Svcs - County	227,502	230,000	239,200	243,386	247,645	
52400: Prof. & Special Svcs - IT	4,557	75,000	78,000	79,365	80,754	
52440: Rents and Leases - Equipment	278	100	102	104	106	
52450: Rents and Leases - Buildings & Improvements	0	100	102	104	106	
52460: Small Tools & Instruments	499	750	765	780	796	
52470: Employee Benefits Systems	0	21,200	21,624	22,056	22,498	
52480: PC Acquisition	0	5,300	5,406	30,000	5,500	
52510: Director's Fees	5,800	6,000	6,000	6,000	6,000	
52540: Signing & Safety Material	652	1,000	1,020	1,040	1,061	
52560: Small Equipment	494	100	102	104	106	
52570: Advertising	24,011	317,000	417,340	425,687	434,201	
52580: Special Department Expense	7,541	1,500	1,530	1,561	1,592	
52785: Training / Education	1,338	2,500	2,550	2,601	2,653	
52790: Transportation and Travel	49,130	45,000	45,900	46,818	47,754	
52800: Utilities	112,006	250,000	255,000	260,100	265,302	
52810: Operating Materials	0	1,000	1,000	1,000	1,000	
53020: Bond Principal	2,215,000	3,135,000	3,290,000	3,450,000	3,620,000	
53050: Debt Issuance Costs	990,518	3,700	3,700	3,700	3,700	
53060: Bond Interest	3,488,615	4,631,285	4,478,825	4,318,825	4,151,043	
53190: Taxes and Assessments	550,169	517,545	433,329	319,193	323,979	
53250: Contributions to other Agencies	265,287	274,022	280,873	287,895	295,092	
53390: Transfer Out A-87 Costs	36,174	26,969	27,508	28,059	28,620	
54410: Land	0	0	0	0	0	
54430: Buildings and Improvements	7,447,524	17,082,893	294,988	0	0	
54450: Equipment	16,344,902	44,101,506	2,294,811	0	0	
54470: Infrastructure	0	622,000	0	0	0	
54480: Land Improvements	7,635,988	10,927,594	0	0	0	
55510: Operating Transfer Out	0	0	0	0	0	
55550: Transfer to County for Road Improvements	0	0	0	0	0	
55550: Transfer to Closure/Postclosure Fund	0	0	0	0	0	
55550: Transfer to Self Insurance Fund	0	0	0	0	0	
55561: Interfund/Intrafund Activities Out	20,800	21,320	21,746	22,181	22,625	
59000: Appropriation for Contingencies	0	0	0	0	0	
TOTAL APPROPRIATIONS	78,676,723	120,416,648	53,296,893	46,513,544	47,477,455	
SUMMARY OF APPROPRIATIONS						
Related to Ongoing Operations	47,248,309	47,682,655	50,707,095	46,513,544	47,477,455	
Related to Construction Projects	31,428,414	72,733,993	2,589,799	0	0	
Related to Land Acquisition	0	0	0	0	0	

SUB-ACCOUNT DETAIL	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
52360: Prof. & Special Svcs - General						
2810: Financial Services		213,608	236,032	247,349	219,001	226,683
2880: Administration		635,528	622,000	634,440	647,129	660,071
2920: Aerial Surveys and Mapping Services		0	5,500	5,610	5,722	5,837
2940: Consulting Services		426,582	199,000	202,980	207,040	211,180
2950: Professional Engineering Services		2,091,400	1,567,854	1,599,211	1,631,195	1,663,819
2977: Website Services		0	6,500	6,630	6,763	6,898
3020: Armored Car Services		14,555	13,200	13,464	13,733	14,008
3045: Temporary Worker Services		74,267	90,000	91,800	93,636	95,509
52380: Prof. & Special Svcs - Tech., Eng. & Env.						
3140: Building Maintenance, Installation & Repairs		24,879	25,000	25,500	26,010	26,530
3180: MRF Operations		29,794,350	29,052,360	31,768,256	27,469,418	28,232,955
3190: Landfill Operations		2,839,546	2,768,568	2,844,238	2,916,213	2,972,082
3200: New Building Construction Services		0	0	0	0	0
3320: Environmental and Ecological Services		100,727	100,000	100,500	101,003	101,508
3322: Hazardous Waste (Temp Events & Sac County)		52,378	2,500	2,563	2,627	2,692
52570: Advertising						
3892: Outreach			156,000	193,120	196,982	200,922
3893: Public Relations			85,000	121,700	124,134	126,617
3894: Business Development			76,000	102,520	104,570	106,662
53190: Taxes and Assessments						
4870: Taxes and Assessments - Disposal Taxes		464,000	401,845	315,608	199,411	202,093
4870: Taxes and Assessments - Property Taxes		632	700	721	743	765
4870: Taxes and Assessments - Permit & Regulatory Fees		85,087	100,000	102,000	104,040	106,121
4870: Taxes and Assessments - Fines and Penalties		450	15,000	15,000	15,000	15,000
MAJOR CONSTRUCTION PROJECTS						
54430: Buildings and Improvements						
Building Expansions, Retrofits and Modifications		7,447,524	17,082,893	294,988		
54450: Equipment						
MRF Equipment		16,269,030	43,996,906	1,294,811		
LFG Equipment						
Composting Systems		0				
Information and Communications Technology		0	29,600			
Security Systems		51,297	15,000			
Misc Equipment		24,574	60,000	1,000,000		
54470: Infrastructure						
Power						
Water		0	112,000			
Leachate/Sewage		0	26,000			
LFG Wells and Piping		0	400,000			
LFG Monitoring Systems						
Water Monitoring Systems		0	84,000			
54480: Land Improvements						
Liner Systems		216,237	8,223,371			
Cover Systems			0			
Compost Pads and Ponds		1,094,728	380,750			
Western Property Permitting		6,325,024	2,323,472			
MAJOR CONSTRUCTION PROJECTS TOTAL		31,428,414	72,733,993	2,589,799	0	0

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
TIPPING FEE STRUCTURE						
Tipping Fee (\$ per ton)						
MSW		88.00 / 95.50	103.75	106.50	109.25	111.50
C&D		88.00 / 95.50	103.75	106.50	109.25	111.50
Sludge and Mixed Inerts		50.00 / 54.25	59.00	60.50	62.25	63.50
Green Waste		68.00 / 74.00	80.50	82.75	85.00	86.75
Wood Waste		55.00	56.25	58.00	59.00	60.50
Food Waste		68.00 / 74.00	80.50	82.75	85.00	86.75
Inerts		60.00	61.50	63.25	64.25	65.75
H2O Sludge		10.00 / 10.00	11.50	12.00	12.25	12.75
Treated Wood Waste		193.00/193.00	216.50	222.50	226.00	231.25
Bulk Tires		210.00/210.00	235.50	242.00	245.75	251.50
Tipping Fee (\$ per cubic yard)						
MSW		20.00 / 21.75	23.75	24.50	25.25	26.00
C&D		20.00 / 21.75	23.75	24.50	25.25	26.00
Green Waste		16.00 / 17.50	19.00	19.50	20.00	20.50
Wood Waste		16.00	16.50	17.00	17.50	18.00
Inerts		60.00	61.50	63.25	64.25	65.75
Tipping Fee (\$ per unit)						
Appliances		8.50 / 8.50	10.00	10.50	10.75	11.00
CFC Devices		39.00 / 39.00	43.75	45.00	45.75	47.00
Car Tires		4.00 / 4.00	4.75	5.00	5.25	5.50
Truck Tires		21.00 / 21.00	23.75	24.50	25.00	25.75
Tractor Tires		84.00 / 84.00	94.25	97.00	98.50	100.75
MATERIAL QUANTITIES						
MSW						
Tonnage		256,116	249,903	251,030	185,693	187,617
Yardage		125,963	124,074	124,633	125,144	126,441
C&D						
Tonnage		106,474	111,271	113,031	115,292	117,597
Yardage		24,648	25,880	50,000	51,000	52,020
Sludge and Mixed Inerts						
Tonnage		15,809	6,067	6,086	6,104	6,167
Green Waste						
Tonnage		62,293	54,753	55,437	49,920	50,487
Yardage		36,721	33,783	34,206	34,633	35,027
Wood Waste						
Tonnage		7,669	7,701	8,086	8,114	8,120
Yardage		5,076	5,406	5,676	5,696	5,700
Food Waste						
Tonnage		3,002	3,032	3,062	3,093	3,124
Inerts						
Tonnage		27,543	23,575	23,756	23,896	23,996
Yardage		9,039	7,954	8,015	8,062	8,096
Appliances						
Tonnage		9,711	9,367	9,482	9,598	9,717
CFC Devices						
Tonnage		4,467	4,315	4,368	4,422	4,477
Tires						
Car		6,140	5,917	5,990	6,064	6,139
Truck		98	96	97	98	99
Tractor		57	55	56	57	58
Bulk Tonnage		56	56	56	57	58
H2O Sludge						
Tonnage		1,265	1,265	1,280	1,296	1,312
Treated Wood Waste						
Tonnage		75	75	76	77	78

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
CLOSURE / POSTCLOSURE FUND						
<u>SOURCES OF FUNDS</u>						
Retained Earnings		0	0	0	0	0
42010: Investment Income		272,626	107,976	113,339	118,858	123,788
46250: Solid Waste Disposal		435,922	686,597	704,200	611,593	345,375
49060: Contributions from Other Funds: Operating		0	0			
General Reserve Cancellations		117,322	0	0	0	0
TOTAL SOURCES OF FUNDS		825,870	794,573	817,540	730,451	469,163
<u>USES OF FUNDS</u>						
Closure/Postclosure Liability Adjustment		433,393	0	516,325	405,013	416,617
Contribution to General Reserves		392,477	794,573	301,215	325,438	52,546
Contribution to Operating Fund		0	0	0	0	0
Retained Earnings		0	0	0	0	0
TOTAL USES OF FUNDS		825,870	794,573	817,540	730,451	469,163
CLOSURE/POSTCLOSURE FUND BALANCE						
Closure/Postclosure Liability		15,686,757	15,686,757	16,203,082	16,608,095	17,024,712
General Reserves		309,690	1,104,263	1,405,478	1,730,916	1,783,461
TOTAL CLOSURE/POSTCLOSURE FUND BALANCE		15,996,447	16,791,020	17,608,560	18,339,011	18,808,174
SELF INSURANCE FUND						
<u>SOURCES OF FUNDS</u>						
Retained Earnings		365,333	0	0	0	0
42010: Investment Income		137,919	32,890	33,112	33,336	33,561
46250: Solid Waste Disposal		0	0	0	0	0
Future Occurances Reserve Cancellations		0	0	0	0	0
TOTAL SOURCES OF FUNDS		503,252	32,890	33,112	33,336	33,561
<u>USES OF FUNDS</u>						
52360: Prof. & Special Svcs - General		0	0	0	0	0
52370: Prof. & Special Svcs - Legal		0	0	0	0	0
52380: Prof. & Special Svcs - Tech., Eng. & Env.		0	0	0	0	0
52390: Prof. & Special Svcs - County		0	0	0	0	0
53140: Judgements and Damages		0	0	0	0	0
55550: Transfer to Operating Fund		0	0	0	0	0
Contribution to Reserve for Future Occurances		503,252	32,890	33,112	33,336	33,561
Retained Earnings		0	0	0	0	0
TOTAL USES OF FUNDS		503,252	32,890	33,112	33,336	33,561
SELF INSURANCE RESERVE BALANCE						
Reserve for Future Occurances		4,872,651	4,905,541	4,938,654	4,971,990	5,005,551

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
ODOR MANAGEMENT FUND						
<u>SOURCES OF FUNDS</u>						
Retained Earnings		159	0	0	0	0
42010: Investment Income		643	1,744	2,162	2,624	4,350
46250: Solid Waste Disposal		225,964	202,567	211,718	192,900	199,162
49060: Contributions from Other Funds						
PRSP towards Capital Improvements		0	0	0	180,869	184,486
PRSP towards Operations and Maintenance		0	0	0	8,878	17,756
SAP towards Capital Improvements		0	0	0	0	0
SAP towards Operations and Maintenance		0	0	0	0	0
Odor Management Reserve Cancellations		0	0	0	0	0
TOTAL SOURCES OF FUNDS		226,766	204,311	213,880	385,271	405,754
<u>USES OF FUNDS</u>						
Ongoing Operations		80,002	148,493	152,291	155,229	158,224
Major Construction Projects		0	0	0	0	0
Contribution to Reserves						
SAP/PRSP Capital and Operating		0	0	0	189,747	202,242
Non SAP/PRSP Capital and Operating		146,763	55,818	61,589	40,295	45,287
Rate Stabilization Fund		0	0	0	0	0
Auditor's Year End Adjustment		0	0	0	0	0
Retained Earnings		0	0	0	0	0
TOTAL USES OF FUNDS		226,766	204,311	213,880	385,271	405,754
ODOR MANAGEMENT FUND RESERVE BALANCES						
SAP/PRSP Capital and Operating		0	0	0	189,747	391,989
Non SAP/PRSP Capital and Operating		232,497	288,315	349,904	390,200	435,487
TOTAL ODOR MANAGEMENT FUND RESERVE BALANCES		232,497	288,315	349,904	579,947	827,476
APPROPRIATIONS BY ACCOUNT						
51010: Wages and Salaries		28,156	29,282	30,453	30,986	31,529
51040: Overtime and Call Back Pay		430	0	0	0	0
51090: Cafeteria Plans (Non-PERS)		817	850	884	899	915
51120: Uniform Allowance		81	84	88	89	91
51210: Retirement		4,940	5,138	5,343	5,437	5,532
51220: Payroll Taxes		2,136	2,222	2,311	2,351	2,392
51240: Other Postemployment Benefits		613	638	663	675	687
51310: Employee Group Insurance		3,057	3,179	3,307	3,365	3,423
52050: Food		0	0	0	0	0
52140: Parts		0	0	0	0	0
52160: Maintenance		39,769	45,000	45,900	46,818	47,754
52260: Misc Expense		0	0	0	0	0
52320: Printing		2	3,000	3,060	3,121	3,184
52330: Other Supplies		0	0	0	0	0
52340: Postage		0	100	102	104	106
52360: Prof. & Special Svcs - General		0	0	0	0	0
52380: Prof. & Special Svcs - Tech., Eng. & Env.		0	52,000	53,040	54,101	55,183
52460: Small Tools & Instruments		0	0	0	0	0
52480: PC Acquisition		0	0	0	0	0
52560: Small Equipment		0	0	0	0	0
52570: Advertising		0	5,000	5,100	5,202	5,306
52580: Special Department Expense		0	0	0	0	0
54430: Buildings and Improvements		0	0	0	0	0
54450: Equipment		0	0	0	0	0
54470: Infrastructure		0	0	0	0	0
54480: Land Improvements		0	0	0	0	0
59000: Appropriation for Contingencies		0	2,000	2,040	2,081	2,122
TOTAL APPROPRIATIONS		80,002	148,493	152,291	155,229	158,224

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM**
SUBJECT: **FUTURE WPWMA ORGANIZATION**

RECOMMENDED ACTION:

1. Approve the WPWMA / Placer County Memorandum of Understanding.
2. Approve the General Manager position description and initial compensation and benefit plan for use in the solicitation for a new General Manager for the WPWMA.
3. Approve the opening of a recruitment for the General Manager position.

BACKGROUND:

At your April 13, 2023, August 10, 2023 and October 12, 2023 meetings, your Board heard information on a possible reorganization of WPWMA, including the hiring of a full-time General Manager to oversee WPWMA operations and report directly and exclusively to your Board.

In alignment with the March 9, 2023 Board approval of our Strategic Plan, WPWMA has several large initiatives over the next 2-3 years including:

- Complete upgrades (\$120M) to the facility
- Facility to achieve compliance with various regulations, including SB1383
- Begin permitting of future landfill expansion on Western property
- Construct lining and complete newest landfill cell
- Procurement for use/sale of Landfill Gas
- Explore Opportunities for compatible manufacturing within our region and/or site.

A General Manager would provide full-time on-site executive leadership to direct all WPWMA operations, including initiatives, and be directly and exclusively accountable to your Board. Today the on-site WPWMA employees are employees of the County but are dedicated full-time to WPWMA business. Your Board directed staff to explore a Memorandum of Understanding (MOU) with the County that specifically identifies the relationship between the WPWMA and the County based on the following three principles:

1. General Manager reports exclusively to the WPWMA Board of Directors
2. WPWMA employees report to the General Manager
3. Protect current WPWMA employees who are County Employees

After receiving direction from your Board, staff has had discussions with the County that has resulted in the attached MOU for your consideration. The proposed MOU provides that the General Manager and General Counsel be direct employees or contractors to WPWMA. County employees dedicated to WPWMA would be general employees of the County and special employees of WPWMA (referred to as "WPWMA WORKERS" in

the proposed MOU). WPWMA WORKERS would report to the General Manager for their work activities. By being general employees of the County, existing WPWMA staff would continue to enjoy all the rights and privileges associated with County employment including participation in the PERS retirement system. WPWMA would be required to utilize certain County services and policies associated with human resources and financial systems. WPWMA could choose to utilize additional services from the County as outlined in the proposed MOU. The attached proposed MOU reflects input received from your Board at the October 12, 2023 meeting.

Additionally, at the October 12 meeting, your Board approved a contract with Bob Murray & Associates to assist in the recruitment of a new General Manager and provided feedback on the initial position description; staff have attached the updated position description for your Board's approval. Staff also recommend your Board approve a preliminary salary and benefits plan for inclusion in the recruitment advertising materials.

Your Board has the sole discretion in establishing the salary and benefits for the General Manager position. Staff conducted an informal review and found the following examples of annual salary ranges for comparable positions.

Monterey Regional Solid Waste Authority (Spring 2023)	\$221,000
Salinas Valley Solid Waste Authority	\$238,000
Placer County Public Works Director	\$194,000 - \$242,000
Roseville Environmental Utility Director	\$193,000 - \$259,000
Roseville Public Works Director	\$162,000 - \$217,000

The actual salary paid, as well as any anticipated future salary increases, will be subject to negotiation between your Board and the selected candidate. Staff suggests an initial annual salary range between \$194,000 and \$250,000.

Staff believe it is also important to share a basic structure of the benefits plan the WPWMA anticipates offering. Attached is a suggested structure that includes: 1) paid holidays, sick leave, and vacation, 2) health, dental and vision benefits to the candidate and their dependents, and 3) retirement expectations including a defined contribution retirement plan although no WPWMA match is suggested at this time. Although providing benefits to one individual can be difficult and costly, based on initial research by staff, there are brokers who can fill this need.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under CEQA guidelines Section 15378(b)(5).

FISCAL IMPACT:

The hiring of a new full-time General Manager will have additional costs depending on the salary and compensation package approved by your Board. The costs associated with a change in organization have been discussed but have not yet been included in

the budget. Staff will return to your Board with any future necessary budget adjustments at the appropriate time or as part of the annual budget approval.

STRATEGIC PLAN/GOALS:

Goal 6 – Establish internal policy and inform regional policy.

ATTACHMENTS: WPWMA/COUNTY MOU
GENERAL MANAGER JOB DESCRIPTION
PROPOSED BASE GENERAL MANAGER COMPENSATION PLAN

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND COUNTY OF PLACER**

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, hereinafter referred to as “WPWMA”, and the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

DEFINITIONS

The following terms shall be defined as set forth herein:

WPWMA: The Western Placer Waste Management Authority, a joint exercise of powers authority organized and existing pursuant to the Joint Exercise of Powers Act (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code), by and between the County of Placer and the Cities of Lincoln, Rocklin and Roseville.

WPWMA BOARD: The Governing Board of the Western Placer Waste Management Authority.

WPWMA GENERAL MANAGER: The General Manager of WPWMA, appointed and employed by the WPWMA BOARD on a temporary or permanent basis to act on behalf of WPWMA for the conduct of the regular business of WPWMA.

WPWMA GENERAL COUNSEL: The attorney(s) of WPWMA, appointed and employed and/or retained by the WPWMA BOARD on a temporary or permanent basis to represent and advise WPWMA in all legal affairs.

WPWMA WORKERS: Employees of the COUNTY whose work is under the direction of the WPWMA GENERAL MANAGER and are governed by this agreement.

COUNTY: The County of Placer, a political subdivision of the State of California, organized and existing under constitution and laws of the State of California.

COUNTY BOARD: The Board of Supervisors of the COUNTY.

COUNTY EMPLOYEES: Employees of the COUNTY who are not WPWMA WORKERS.

COUNTY CEO: The County Executive Officer of County of Placer.

COUNTY POLICIES: The written County ordinances, codes, rules guidelines, policies, procedures, practices, or collective bargaining agreements, as amended from time to time.

AGREEMENT

1. SCOPE OF SERVICES. COUNTY will provide WPWMA the required services identified in Attachment “A” to this agreement. Upon written agreement of the parties, COUNTY may provide the optional services identified in Attachment A as may be requested by WPWMA. Unless otherwise provided at law, or unless the COUNTY agrees in writing to provide the service for less, WPWMA

will pay COUNTY for its services at the normal and customary rate that the COUNTY charges for such or similar services to similarly situated entities. COUNTY will give WPWMA notice of intended increases or changes, in order to allow the WPWMA sufficient time to assess and obtain direction from the WPWMA BOARD regarding whether WPWMA should continue to obtain that service or facility from the COUNTY under the new proposed rate or methodology. For proposed changes COUNTY will give the WPWMA four (4) months written notice before the proposed changes are in effect.

WPWMA will pay for said services through the COUNTY Workday system, or its successor system, or through direct payments where appropriate. If a present or future service or facility use provided to WPWMA by the COUNTY is not included in Attachment A, WPWMA and COUNTY agree that WPWMA will continue to receive and compensate COUNTY for said service during the term of this agreement or until this agreement is otherwise modified as to that service or facility. Nothing contained herein shall preclude the parties from modifying in writing the services or facilities contracted for pursuant to this agreement or preclude WPWMA from hiring its own employees at their own discretion

2. COUNTY POLICIES. WPWMA agrees to follow and adhere to the COUNTY POLICIES identified in Attachment “B” to this agreement. Additional policies may require WPWMA adherence, depending on optional services provided by the COUNTY. If the listed COUNTY POLICIES are revised, WPWMA and COUNTY agree that WPWMA will adhere to the revised COUNTY POLICIES during the term of this agreement or until this agreement is otherwise modified as to those COUNTY POLICIES. Nothing contained herein shall preclude the parties from modifying in writing the COUNTY POLICIES that the WPWMA adheres to pursuant to this agreement.

3. WPWMA GENERAL MANAGER.

A) COUNTY will not provide WPWMA GENERAL MANAGER services to WPWMA.

B) The WPWMA GENERAL MANAGER is employed solely by WPWMA. The WPWMA BOARD has sole and complete authority over the hiring, terminating, discipline, direction, compensation, and evaluation of the WPWMA GENERAL MANAGER. The WPWMA BOARD shall have the sole authority to set the salary of the WPWMA GENERAL MANAGER. The WPWMA BOARD’S determination as to salary and benefits shall not be subject to the provisions of any COUNTY compensation plan. The WPWMA GENERAL MANAGER will receive direction from and report only to the WPWMA BOARD. The WPWMA GENERAL MANAGER may need consent from COUNTY on specific items outlined in this agreement, which will not be unreasonably withheld.

C) The WPWMA GENERAL MANAGER will follow COUNTY POLICIES identified in Attachment B as related to WPWMA WORKERS.

D) As to all issues involving WPWMA WORKERS, including employee rights, benefits, privileges, and responsibilities and as to matters related to COUNTY POLICIES and COUNTY facilities related to WPWMA WORKERS, the WPWMA GENERAL MANAGER will follow COUNTY POLICIES, including but not limited to, all rules and procedures set forth in Chapter 3 of the Placer County Code. The WPWMA GENERAL MANAGER may consult with COUNTY CEO or the COUNTY Human Resources Director on any issue related to WPWMA WORKERS. All decisions related to hiring, terminating, discipline, compensation, and evaluation of WPWMA

WORKERS will be made by the WPWMA GENERAL MANAGER in accordance with COUNTY POLICIES and with the agreement of the COUNTY CEO and/or the COUNTY Human Resources Director or his/her designee.

E) All negotiations with the Exclusively Recognized Employee Organizations representing WPWMA WORKERS shall be made by the COUNTY CEO or his/her designee or the COUNTY Human Resources Director or his/her designee. All agreements with the Exclusively Recognized Employee Organizations representing WPWMA WORKERS shall be made solely by COUNTY BOARD.

4. WPWMA WORKERS.

A. WPWMA WORKERS are general employees of COUNTY and special employees of WPWMA. WPWMA WORKERS will follow the direction of the WPWMA GENERAL MANAGER. The WPWMA GENERAL MANAGER will have the same duties and responsibilities as a COUNTY Appointing Authority as to WPWMA WORKERS . All decisions related to hiring, terminating, discipline, compensation, and evaluation of WPWMA WORKERS will be made by the WPWMA GENERAL MANAGER or his/her designee pursuant to COUNTY POLICIES and with the agreement of the COUNTY CEO or his/her designee and/or the COUNTY Human Resource Director, which shall not be unreasonably withheld.

B) If a grievance arises between a WPWMA WORKER and the WPWMA GENERAL MANAGER, the WPWMA WORKER (or the WPWMA WORKER's union representative) shall first attempt to informally resolve the grievance with the WPWMA GENERAL MANAGER or his/her designee. If the grievance is not resolved to the satisfaction of the WPWMA WORKER and the WPWMA GENERAL MANAGER, the WPWMA WORKER and the WPWMA GENERAL MANAGER will follow the grievance procedure identified in Chapter 3 of the Placer County Code.

C) The COUNTY BOARD shall continue to collectively bargain with the Exclusively Recognized Employee Organizations representing WPWMA WORKERS . The WPWMA BOARD will accept the salary, wage, and benefits agreed to for WPWMA WORKERS . Upon completion of negotiations, applicable agreements will be submitted to the WPWMA BOARD for any necessary budget considerations and any related matters.

D) Classification actions affecting WPWMA WORKERS will be handled the same as any other COUNTY position. For proposed changes in job specifications or classifications that exist only in positions held by WPWMA WORKERS, the WPWMA GENERAL MANAGER shall request the COUNTY Human Resources Director, or their designee for handling, to conduct a proposed study of the job specifications or classifications. Any proposed action will come back to the WPWMA BOARD for information purposes prior to any final action by the COUNTY BOARD. Proposed changes in positions/classifications that affect positions held by a broader class than only WPWMA WORKERS may be initiated by the COUNTY without a request from the WPWMA BOARD. The WPWMA BOARD will make necessary budget adjustments resulting from such classification actions.

E) This agreement is intended only to memorialize the particulars of the relationship between the WPWMA and the COUNTY. It is not intended, nor should it be construed, to affect the relationship between any WPWMA WORKER and WPWMA or between any WPWMA WORKER

and the COUNTY. This agreement does not create any beneficial right or interest for any WPWMA WORKERS.

5. WPWMA GENERAL COUNSEL.

A) COUNTY will not provide WPWMA GENERAL COUNSEL services to WPWMA beginning One Hundred Eighty (180) days after the date of the WPWMA General Manager Hiring Notice identified in Section 10 of this agreement. The parties may provide for an earlier termination date for County-provided counsel services upon mutual written agreement.

B) The WPWMA BOARD shall have the sole and complete discretion regarding the appointment and/or procurement of WPWMA GENERAL COUNSEL services for WPWMA.

C) Following the termination of County-provided counsel services: 1) the WPWMA BOARD shall have the sole and complete authority over the hiring, terminating, discipline, direction, compensation and evaluation of the WPWMA GENERAL COUNSEL; 2) the WPWMA BOARD shall have the sole authority to set the salary and/or other compensation of the WPWMA GENERAL COUNSEL; 3) the WPWMA BOARD'S determination as to salary and/or other compensation shall not be subject to the provisions of any COUNTY compensation plan and, 4) the WPWMA GENERAL COUNSEL shall receive direction from and shall report only to the WPWMA BOARD.

D) As to all issues involving WPWMA WORKERS, including employee rights, benefits, privileges, and responsibilities, and as to matters related to COUNTY POLICIES, County services, and facilities, the WPWMA GENERAL COUNSEL will follow COUNTY POLICIES, including but not limited to, all rules and procedures set forth in Chapter 3 of the Placer County Code. The WPWMA GENERAL COUNSEL may consult with COUNTY CEO or COUNTY Counsel on any such issue.

6. INDEMNIFICATION.

A) WPWMA agrees to indemnify and hold harmless COUNTY, COUNTY BOARD, COUNTY EMPLOYEES, and COUNTY officers or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA WORKERS, and WPWMA'S other officers, employees, or agents. This indemnification obligation shall extend beyond termination of this agreement for claims, losses, damages, injury, and liability relating to this agreement. This indemnification shall further extend to any claims based on alleged violations of COUNTY POLICIES or state or federal laws or regulations by WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA WORKERS, and WPWMA'S other officers, employees, or agents.

B) COUNTY agrees to indemnify and hold harmless WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA WORKERS, and WPWMA'S other officers, employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY EMPLOYEES providing services to WPWMA pursuant to Attachment A. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of all COUNTY services, as well as during the process of rendering such services to WPWMA pursuant to Attachment A. This indemnification shall further

extend to any claims based on alleged violations of COUNTY POLICIES or state or federal laws or regulations by COUNTY EMPLOYEES providing services to WPWMA pursuant to Attachment A.

7. **INSURANCE.** It is agreed that WPWMA and the COUNTY shall maintain at all times during the performance of this agreement insurance coverage or self-insurance as specified in Attachment “C”.

8. **ATTACHMENTS.** Attachments “A”, “B” and “C” to this agreement are incorporated fully as contained herein.

9. **AMENDMENTS.** This agreement, including its attachments, or any portion thereof, may be amended by action of the WPWMA BOARD and COUNTY BOARD. Proposed changes or amendments may be recommended by any member of either BOARD, either BOARD as a whole, the WPWMA GENERAL MANAGER, or the COUNTY CEO.

10. **TERM.** The term of this Agreement shall commence on the date that WPWMA provides written notice to the COUNTY that WPWMA has hired or otherwise retained the WPWMA GENERAL MANAGER (the “WPWMA General Manager Hiring Notice”) and shall continue for five (5) years from that date. This Agreement may be renewed for two five-year options under the same terms and conditions, except with regard to cost adjustments, upon written agreement by both the WPWMA BOARD and COUNTY BOARD. In the event WPWMA has not provided the WPWMA General Manager Hiring Notice by December 31, 2024, this Agreement shall be terminated and be of no further force and effect, unless otherwise agreed to in writing by the parties.

11. **TERMINATION OF AGREEMENT.** Each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than Eighteen (18) months advanced written notice of termination to ensure that WPWMA WORKERS have time to transition employment. This timeframe can be modified by mutual consent of the Parties.

12. **NONDISCRIMINATION.** Neither COUNTY nor WPWMA will discriminate against employees or applicants for employment because of gender (including gender identity and expression), sexual orientation, race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, ancestry, religion (including creed and belief), national origin, citizenship, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristic/information), age (40 or over), marital status, military and/or veteran status, sex (including parental status, pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision making, political orientation, or any other classification protected by federal, state or local law.

13. **NOTICES.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally, by registered or certified mail, postage prepaid, by nationally-recognized overnight courier, or by e-mail to the respective parties, at the addresses provided below. With respect delivery by e-mail, any such e-mail message shall be sent using a system that provides reasonable assurance: (i) that the message was sent; (ii) that the message was delivered to the recipient’s information processing system, and (iii) of the time and date the message was delivered to the recipient, along with a verifiable electronic record of the exact content of the message sent. The parties to this agreement may from time to time change the address to which notice may be provided by providing notice of the change to the parties.

To WPWMA:

Western Placer Waste Management Authority
3013 Fiddymment Road
Roseville, CA 95747

To COUNTY:

County of Placer
c/o Clerk of the Board
175 Fulweiler Avenue
Auburn, CA 95603

14. DISPUTE RESOLUTION. If a dispute arises as to the construction, interpretation or implementation of any portion of this Agreement or any matters that arise in connection with this Agreement, the parties shall meet and confer in person in an attempt to resolve the dispute within thirty (30) days of the party giving other party notice of the dispute. If the parties cannot resolve the dispute through that meet and confer process, the parties shall proceed to non-binding mediation of the dispute in front of an independent, neutral mediator agreed to by the parties, unless they both agree to waive that mediation. If the parties in dispute cannot agree upon a mediator, the mediation service selected shall choose the mediator. The parties shall equally divide and pay the mediation costs.

15. GENERAL PROVISIONS.

A) Cooperation. The parties recognize the necessity and hereby agree to reasonably cooperate with each other in carrying out the purposes of this Agreement.

B) Successors; Assignment. Except as provided herein, a party may not assign its duties and obligations in this agreement. This Agreement will be binding upon and inure to the benefit of any successor of a party.

C) Severability. Should any part, term, or provision of this Agreement be determined by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

D) Governing Law; Jurisdiction. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions. Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the State of California, in the County of Placer, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

E) Joint Drafting. This Agreement will not be construed against any Member as the drafter.

F) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

G) Third Party Beneficiaries. This Agreement will not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.

H) Integration. This Agreement represents the full and entire Agreement among the parties with respect to the matters covered herein.

I) Execution. The legislative bodies of the parties each have authorized execution of this Agreement, as evidence by the signatures attested below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Chair, Western Placer Waste Management Authority

Approved as to form:

Robert Sandman, WPWMA Counsel

COUNTY OF PLACER

Chair, Placer County Board of Supervisors

Approved as to form:

Karin Schwab, County Counsel

ATTACHMENT “A”
REQUIRED AND OPTIONAL COUNTY SERVICES

I County Executive Office: Services provided by the County Executive Office, if requested (Countywide Cost Plan, direct billing, or internal service fund) include the following:

1. Procurement Services (Optional) – provision of purchasing services to WPWMA to ensure purchasing policies and procedures are followed to maintain consistency in procurement practices and in compliance with Federal, State, and Local laws.
2. Risk Management (Optional) – provision of services, including but not limited to: management of the Insurance Portfolio; contract review and other matters linked to risk exposures for WPWMA.
3. Document Solutions (Optional) – includes offset and high-quality digital printing, copies; graphic design; interoffice and outgoing US mail processing; paper inventory sales; and document storage.

II. Human Resources (Required): Services provided by the Human Resources Department (Countywide Cost Plan, direct billing or internal service fund) include the following:

1. Human resource services to recruit and test applicants; administration of employee benefits programs and Self-Insured Workers’ Compensation program; Safety and Loss control; Ergonomics Program; employee development and labor relations; advice and consultation on all personnel matters.

III. Information Technology (Optional): Services provided by the IT Department, if requested (Countywide Cost Plan, internal service fund or direct billing) include the following:

1. IT Services for planning, implementing, administering, and maintaining WPWMA data systems, including its servers, data storage, firewall and security systems, as well as administering and maintaining the radio, data and voice networks .

IV. Auditor-Controller (Required): Services provided by the Auditor-Controller (Countywide Cost Plan and per MOU between Auditor-Controller’s Office and WPWMA) include the following:

1. General Accounting – includes use of COUNTY’S centralized accounting system and recording of financial system entries submitted by WPWMA. Transactions will be reviewed or authorized by appropriate WPWMA personnel prior to processing. This also includes compiling the WPWMA financial information to report within the Countywide Cost Plan.
2. Accounts Payable – includes processing payment claims by warrant, wire, or ACH. Claims will be reviewed to validate authorized WPWMA signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditures is not part of the service agreement. Maintaining vendors and payments for purposes of 1099 reporting along with issuing 1099 forms for the calendar year, if applicable.

3. Financial Statements/State Controllers Office's Reports – includes compiling the applicable fiscal year(s) financial information into financial statements and/or the State Controller Officer's Report.

4. Adopted Budget – includes recording WPWMA's adopted budget, ensuring expenditures do not exceed authorized budget and processing budget amendments

V. Treasurer-Tax Collector (Required): Services provided by the Treasurer-Tax Collector include having all WPWMA funds on deposit in the COUNTY Treasury, assistance with financing, ongoing assistance with bond administration, and Treasury staff processing required annual bond disclosures on behalf of WPWMA.

ATTACHMENT “B”
COUNTY POLICIES

General provisions applicable to all items contained in this Attachment (Other policies may apply depending on optional services requested by WPWMA):

Placer County Code, Article 2.104, the Placer County Purchasing Policy, and Procurement Department practices pursuant to that article and policy.

Placer County Code, Articles 2.12 and 2.116. These articles will apply to WPWMA, where applicable.

Placer County Code, Chapter 3 Personnel

Placer County Administrative Manual.

- Accounting Manual for Cash
- Accounting Policies & Procedures
- Affordable Care Act Policy
- Background Check Policy
- Cal-OSHA Inspection Policy
- Capital Assets - Policies & Procedures Guide
- Charge-Out Rate Policy
- County Office Hours and Work Schedule Policy - Non-Exempt
- Drug Alcohol Policy
- Employee Lactation Accommodation Policy
- Employer - Employee Relations Policy
- Equal Employment Opportunity Program
- Floating Mandatory Time Off Program Guidelines
- Holiday List
- Internal Control Standards Manual
- Jury Duty Policy
- Mobile Communication Devices Policy
- New Employee Handbook
- Non-Capital Assets Policy
- Overpayment and Underpayment of Wages or Benefit Premiums Policy
- Reasonable Accommodation Policy & Procedures
- Security Camera Systems Policy
- Telecommute Policy for Non-Exempt Employees
- Travel and Employee Expense Policy
- Tuition Reimbursement Policy
- Workplace Discrimination, Harassment & Retaliation-Policy Against
- Workplace Relationships
- Workplace Violence Prevention Policy

ATTACHMENT “C”
INSURANCE REQUIREMENTS

I. **WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE.**

COUNTY shall provide full worker’s compensation coverage for WPWMA WORKERS which meets the requirements of this section and as required by law or regulation. In accordance with Section 1 of the agreement, WPWMA will pay COUNTY the normal and customary rate for the services associated with providing workers compensation and employers’ liability insurance.

COUNTY shall provide employer’s liability insurance in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to WPWMA WORKERS under the U.S. Longshoremen’s and Harbor Worker’s Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker’s Compensation policy shall be endorsed with the following specific language:

Cancellation Notice – “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.”

Waiver of Subrogation – “COUNTY’S workers’ compensation policy shall be primary and shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against WPWMA, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by WPWMA WORKERS.”

II. **MUTUAL INSURANCE REQUIREMENTS.**

The parties shall each maintain general liability coverage of at least \$1,000,000, which may be fulfilled through a self-insured retention. This provision is not intended to and shall not act as a limitation of liability.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

**JOB
DESCRIPTION**

JOB TITLE:	General Manager		
REPORTS TO:	Board of Directors		
APPROVED:		FLSA STATUS:	Exempt

SUMMARY

WPWMA operates a sanitary landfill, material recovery facility for municipal solid waste, a construction and demolition recovery facility, and an organics/green waste composting facility. The WPWMA has a contract operator who provides the daily operations of the facility. WPWMA staff provide oversight of the Contract Operator, operate the scale houses, and provide engineering, planning, financial and administration for the WPWMA.

Under direction of the WPWMA Board of Directors, manages the operations, engineering, administration, and finances of the WPWMA, including its Contract Operator(s) and 16 special employees of the WPWMA; represents the Board's policies and programs with employees, community organizations, and the public; conducts employer-employee relations; develops and recommends policies to the Board. Serves as the chief administrative officer and has overall responsibility for WPWMA services and operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES *(Other duties may be assigned.)*

Plan, Develop and Implement Board and Organization Policies and Goals -

Develops agendas and prepares supporting documents as appropriate; facilitates and organizes Board meetings; presents oral and written reports to the Board concerning operations of the WPWMA with recommendations for change or improvement to operations; serves as liaison among the Board, management and staff; arranges discussions to develop organizational goals and objectives; proposes and implements strategic plan and organizational policies; coordinates functions to accomplish Board goals and objectives; responsible for the overall direction, coordination, and evaluation of the organization's activities; execute agreements, contracts and documents on behalf of the WPWMA, as approved by the Board.

Budget and Finance - Conducts economic studies and analyzes fiscal requirements; makes recommendations for appropriate rates and fees; oversees development of annual operating and capital budget; enforces compliance with the approved annual budget and approves only expenditures authorized in the budget; ensures all funds and grants are managed and accounted for in accordance with current federal, state, local regulations, and Board policies; provides monthly financial statements to the Board; makes recommendations for budget revisions, as necessary; ensures compliance with generally accepted accounting principles and GASB 34; oversees procurement process enforces contract provisions related to all WPWMA functions; to have charge of all WPWMA property and maintain a current inventory. Seeks out grant opportunities and prepares and administer grant applications and awards.

Communications and Public Relations - Acts as primary spokesperson and media contact for the organization; directs media and public relations; interacts collaboratively and effectively with our Member Agencies (particularly through the Technical Analysis Group), local and national solid waste organizations, and government agencies; serves as WPWMA representative before communities, boards, and commissions.

Human Resource Management - Ensures legal compliance and adherence to approved policies for recruitment and hiring processes; oversees all employee relations including employment procedures, grievances, affirmative action compliance; ensures adherence to the Board approved personnel policy and procedures and adherence to MOU with County regarding special employees; evaluates all division managers, to hire and manage such staff, as necessary and approved by the Board, to carry out the provisions of the JPA Agreement.

Operations – Ensures WPWMA’s compliance with all regulatory requirements; administers and provides oversight of contract operator(s) and their agreements; directs consultants and contractors, as necessary; oversees preparation of grant applications and grant administration.

Circular Economy – Promote circular economy and encourage businesses in the region/county that utilize materials recovered at WPWMA’s facility; explore opportunities for siting local compatible manufacturing within the immediate area.

Business Development – Explores and promotes business opportunities for the WPWMA, including obtaining new waste streams and additional revenue opportunities to most cost-effectively manage the facility for the benefit of the Member Agencies and other customers.

Legislative Advocacy and Public Policy – Stays current on public policy issues within the solid waste industry and advocates for the interests of the WPWMA at the local, regional, and state levels.

SUPERVISORY RESPONSIBILITIES

Supervises managers/supervisors of the administrative, finance, planning, engineering and field operations teams. Responsible for the overall direction, coordination, and evaluation of these teams. Carries out supervisory responsibilities in accordance with the WPWMA's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving issues.

COMPETENCIES

To perform the job successfully, an individual should demonstrate the following competencies:

Accountability/ Planning/Organizing

Holds self and others accountable for required work output and standards. Ensures that effective controls and contingency plans are in place. Projects/tasks within area of own accountability are completed on time and within budget. Structures his/her department/team in an organized, efficient manner. Coordinates team activities to make the best use of individual skills and specialties. Accurately identifies the resources and time scales needed to meet objectives. Puts plans into action effectively. Has contingency plans in place to counter unforeseen developments.

Communication (Oral/Written)

Expresses views in a fluent, clear, logical manner, with enthusiasm and confidence. Communicates openly and honestly, and promotes an open exchange of ideas. Is an effective listener – listens openly without interrupting. Keeps people well informed in respect of key organizational and departmental issues, in a timely manner. Delivers information effectively, with appropriate supporting data, in a variety of written formats including reports, letters, memos, emails, etc.

Employee Development/Empowerment

Provides challenging assignments so employees can learn through practical experience. Actively assists employees in the identification of their learning and development needs and strategies, for current and future positions. Recognizes and builds upon employees' strengths and abilities. Organizes and structures work for employees in a way that encourages ownership. Encourages and promotes decision making authority and accountability at all levels. Provides the time, resources and opportunities for employees to undergo identified learning activities. Enables employees to take calculated risks and learn from their mistakes.

Financial Management

Demonstrates a broad understanding of financial management principles. Understands the key financial indicators affecting the organization. Accurately estimates project plans and budgets, and considers costs versus benefits. Manages and controls budgets effectively; monitors expenditures. Identifies cost-effective approaches to business operations without sacrificing quality. Provides recommendation for rates that are sustainable and best serve WPWMA's customers.

Leadership Skills/Strategic Thinking/Visioning

Establishes a vision and direction and motivates/inspires team members to follow suit. Believes in self and has a sense of purpose. Has good problem-solving and decision-making skills. Has good communication skills (oral and written). Leads by example, and with confidence and authority; takes charge of difficult situations. Has the courage of his/her convictions, and is not afraid to make difficult or unpopular decisions if necessary. Treats others with respect and dignity, and establishes good interpersonal relationships. Makes others feel appreciated, valued and included. Demands excellence and recognizes and rewards excellent performance. Not afraid to take calculated risks and learn from mistakes. Embraces and initiates change. Is fair and forthright. Identifies and keeps up to date on key national and international political, economical, social and technological trends that (may) affect the organization and industry. Identifies and acts upon competitive threats and opportunities. Takes a long-term view of organizational issues and priorities. Formulates effective strategies consistent with the vision and mission of the organization, including compatible manufacturing. Involves, inspires and energizes others to commit to the vision and translating it into action. Uses the organization's strategies effectively to set realistic yet stretching goals. Continually seeks to improve the organization and our business position.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimum Qualifications

A Bachelor's degree from an accredited college or university, and eight (8) years of work experience in solid waste, engineering, public administration, business management or a related field, including at least four (4) years in a managerial position.

Desirable Experience and Knowledge Base

- Thorough knowledge of principles and practices of public administration, including administrative analysis, fiscal planning and control and policy and program development.
- Basic knowledge of engineering and construction principles applicable to the planning, design and construction of environmental control systems, landfill, and recycling facilities.
- Laws, rules, ordinances and legislative processes controlling solid waste management functions, programs and operations.
- Organization, operations, and problems of joint-powers agencies and special public service organizations.
- Demonstration of research and evaluation methodologies.
- Contract administration.
- Principles of budget development and expenditure control, including capital improvement budgets.
- Public personnel and employer-employee relations practices and legislation.
- Public and press relations.
- Principles of supervision, management and general administration.
- Working knowledge of Microsoft Office.

CERTIFICATES, LICENSES, REGISTRATIONS

- A valid California driver's license is required.

OTHER QUALIFICATIONS

Physical Demands - The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Work Environment - The work environment is a typical office setting, however field visits are required on a periodic basis, which may involve outdoor weather conditions, fumes, airborne particles, loud noise levels, and unpleasant odors. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Western Placer Waste Management Authority
General Manager - Proposed Compensation Plan

Compensation Package

Salary – The salary range is \$194,000-\$250,000, with placement dependent on qualifications

Benefits – WPWMA offers a competitive benefit package including the following:

- 10 paid holidays
- 12 days paid annually for personal and family sick and medical leave
- Vacation at 10 days for 0-2 years of service, 12 days for 3-4 years of service, 15 days for 5-9 years of service, 20 days for 10-19 years of service, 25 days for 20+ years of service
- Management Leave of 80 hours/year
- Health insurance options, including medical, dental, and vision for employees and their dependents
- Availability of a deferred compensation plan

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **PROPOSED AMENDMENT TO THE JPA AGREEMENT**

RECOMMENDED ACTION:

1. Provide direction to staff regarding a proposed amendment to the WPWMA's Joint Powers Authority Agreement.
2. Determine that the proposed action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

BACKGROUND:

At the November 9, 2023 meeting, your Board indicated a potential interest in considering an amendment to the WPWMA's Joint Powers Authority Agreement (Agreement) to modify the governance structure of the Board by reducing the number of seats from five (5) to four (4) such that each Member Agency would have a single seat.

Your Board directed staff to review the current Agreement (as amended) and identify possible changes in the section related to the WPWMA's governance. As your Board expressed a desire to consider the proposed change as soon as practical, staff limited its review strictly to addressing the number of seats on the WPWMA Board. After preliminary review, staff believe that changes will only be required to Section 7 "Governing Board" of the Agreement. The edits suggested by staff to this section are attached.

Staff are also seeking direction from your Board regarding: 1) the earliest effective date of the change in governance structure following unanimous approval by each of the Member Agencies and 2) a deadline for consideration and action by the Member Agencies. Staff recommend an earliest effective date of July 1, 2024 as this should allow sufficient time for staff to work with each Member Agencies' legal counsels and for the Member Agencies to present the item to their governing bodies for consideration. Further, staff recommend that if the proposed amendment is not approved by all of the Member Agencies by July 1, 2024, it shall be null and void.

Should your Board direct staff to move forward, staff will work with Member Agency staff and return to your Board for approval of final language for each Member Agency's governing body to consider before final approval by your Board.

ENVIRONMENTAL CLEARANCE:

Consideration of a change in Local Agency organization is categorically exempt in accordance with Section 15320 of the CEQA Guidelines.

FISCAL IMPACT:

While there is no fiscal impact associated with the recommended action, should your Board elect to proceed with amending the Agreement, the WPWMA will incur some

legal costs associated with bond disclosures and updating necessary documentation with the state.

STRATEGIC PLAN/GOALS:

Goal 1 – Improve outreach, public education, and customer experience/service.

ATTACHMENT: SUGGESTED EDITS TO SECTION 7 OF THE JPA AGREEMENT

**SUGGESTED EDITS TO SECTION 7 OF THE JPA AGREEMENT
(STRIKEOUT/UNDERLINE)**

Section 7 Governing Board

The Authority shall be administered by the Board, which shall consist of ~~five (5)~~ four (4) members selected as follows:

- (a) ~~Two members~~ One member appointed by the Board of Supervisors from their own membership. The Board of Supervisors may appoint a ~~third~~ second supervisor who shall be an alternate member of the Board.
- (b) One member appointed by the City Council of each of the Cities. Each City's City Council may appoint a second council member who shall be an alternate for the appointed member.
- (c) Any alternate member may serve and vote in place of ~~any of his~~ their agency's member~~(s)~~ on the Board who is absent or who disqualifies himself or herself from participating in a meeting of the Board. If the office of a regular member becomes vacant, the alternate member may serve and vote in place of the former regular member until the appointment and qualification of a regular member to fill the vacancy.
- (d) Appointees of the Board of Supervisors and the City Councils both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and the county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

SUGGESTED EDITS TO SECTION 7 OF THE JPA AGREEMENT (CLEAN)

Section 7 Governing Board

The Authority shall be administered by the Board, which shall consist of four (4) members selected as follows:

- (a) One member appointed by the Board of Supervisors from their own membership.
The Board of Supervisors may appoint a second supervisor who shall be an alternate member of the Board.
- (b) One member appointed by the City Council of each of the Cities. Each City's City Council may appoint a second council member who shall be an alternate for the appointed member.
- (c) Any alternate member may serve and vote in place of their agency's member on the Board who is absent or who disqualifies himself or herself from participating in a meeting of the Board. If the office of a regular member becomes vacant, the alternate member may serve and vote in place of the former regular member until the appointment and qualification of a regular member to fill the vacancy.
- (d) Appointees of the Board of Supervisors and the City Councils both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and the county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **DECEMBER 14, 2023**
FROM: **KEVIN BELL**
SUBJECT: **RESOLUTION COMMENDING KEN GREHM FOR HIS SERVICE TO
THE WPWMA**

RECOMMENDED ACTION:

Adopt Resolution 23-06 commending Ken Grehm for his 8 years of service to the Western Placer Waste Management Authority.

BACKGROUND:

After dedicating over 21 years of his career to public service in Placer County, Ken Grehm announced his plans to retire from the County of Placer and the WPWMA at the end of the calendar year.

Ken joined the County of Placer in 2002 as the Assistant Director of Public Works and was promoted to Director of Public Works / Road Commissioner in 2006. In 2016, Ken was appointed Executive Director of the WPWMA; a role he has filled for the past 8 years.

During his tenure, Ken was instrumental in many of the WPWMA's significant accomplishments, including securing a AA finance rating for significant facility upgrades of approximately \$120 million, certification of an EIR that will allow the WPWMA to serve the residents of Placer County and its cities well into the next century, and establishing relationships with Sacramento State University and the Carlson Center for Innovation to create manufacturing opportunities using the commodities recovered from the WPWMA's facilities to foster a local circular economy.

Through Ken's tireless dedication and leadership, the WPWMA has continued to prosper, improve its services and ensure a solid economic future for many years to come. The Board and staff wish to commend Ken on the occasion of his retirement, thank him for his 8 years of dedicated service to WPWMA and express their hopes that he enjoys a long and rewarding retirement.

ATTACHMENT: RESOLUTION 23-06

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 23-06

COMMENDATION OF KEN GREHM UPON THE OCCASION OF HIS RETIREMENT

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held December 14, 2023.

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, Ken served Placer County and the Western Placer Waste Management Authority for a combined 21 years when he announced his retirement from his position as Director of Public Works for Placer County and as the Executive Director for the Western Placer Waste Management Authority in December 2023; and

WHEREAS, Ken served from 2016 to 2023 as the Executive Director to the Western Placer Waste Management Authority; and

WHEREAS, Ken's vision and leadership were instrumental to many of the Western Placer Waste Management Authority's successes including certification of an EIR that will allow the WPWMA MRF and Landfill to serve the residents of Placer County and its Cities well into the next century, conducting a competitive procurement process to select a new Material Recovery Facility Operator including significant upgrades of approximately \$120 million dollars, securing financing at very favorable terms to fund the improvements, establishing relationships with Sacramento State University and the Carlson Center for Innovation to foster a circular economy to bring manufacturing opportunities to our region with the hopes of sending commodities "across the street" rather than around the world; and

WHEREAS, Ken led with integrity and respect, working with anyone to find solutions to bring people together and benefit the residents of the County and its cities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY: that this Board commends Ken Grehm upon his retirement, expresses its sincere appreciation for his valuable and loyal service, and wishes Ken a long and enjoyable retirement.