



## Meeting of the Board of Directors

September 16, 2020  
REGULAR MEETING

Regular Session begins at 8:30 a.m.  
Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

Call: 1-669-900-9128  
Password: 047364

Web link:

<https://sonomacounty.zoom.us/j/91691494492?pwd=cW9Ua0hHYlhUb1k2Zy9qcTUvVjZiUT09>

Meeting Agenda and Documents

## **ZERO WASTE SONOMA**

### **Meeting of the Board of Directors**

September 16, 2020

#### **REGULAR MEETING**

Regular Session begins at 8:30

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*Note: This packet is 67 pages total*



## **Zero Waste Sonoma**

### **Meeting of the Board of Directors**

**September 16, 2020**

**REGULAR MEETING**

**Regular Session begins at 8:30 a.m.**

In accordance with Executive Orders N-25-20 and N-29-20 the July 15, 2020 Board of Directors meeting will be held virtually.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

#### **Virtual Meeting via Zoom**

<https://sonomacounty.zoom.us/j/91691494492?pwd=cW9Ua0hHYlhub1k2Zy9qcTUvVjZjUT09>

Password: 047364

Number: +1 669 900 9128

Webinar ID: 916 9149 4492

#### **PUBLIC COMMENT:**

Public Comment may be submitted via recorded voice message or email.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Tuesday, September 15th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email [leslie.lukacs@sonoma-county.org](mailto:leslie.lukacs@sonoma-county.org) and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.



## **Agenda**

### **Item**

1. Call to Order
2. Agenda Approval
3. Public Comments (items not on the agenda)
4. **Consent** (w/attachments)
  - 4.1 Minutes of the July 15, 2020 Regular Meeting
  - 4.2 July, August, September, and October 2020 Outreach Calendar
  - 4.3 Fiscal Year 2019/20 Year End Report [Collard]
  - 4.4 Adoption of a Minimal Disposal Fee for Wood Waste and Yard Waste [Collard]
  - 4.5 Letters of Support – SB212 Second Draft

### **Regular Calendar**

5. Almar Parkway Property Consideration for HHW Facility [Scott]
6. Consideration of an Agreement with Aptim Environmental & Infrastructure, LLC for a Feasibility Study of Property to Become a Household Hazardous Waste Facility [Scott]
7. Boardmember Comments – NO ACTION
8. Executive Director Report – VERBAL REPORT
9. Staff Comments – NO ACTION
10. Next SCWMA meeting: October 21, 2020
11. Adjourn

**Consent Calendar:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**Regular Calendar:** These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

**Public Comments:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Sonoma County Waste Management Agency Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

**Noticing:** This notice is posted 72 hours prior to the meeting on the internet at [www.zerowastesonoma.gov](http://www.zerowastesonoma.gov)





**To:** Zero Waste Sonoma Board Members

**From:** Leslie Lukacs, Executive Director

**Subject:** September 16, 2020 Board Meeting Agenda Notes

## Consent Calendar:

These items include routine financial, informational and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 4.1 Minutes of the May 20, 2020 Meeting
- 4.2 July, August, September, and October 2020 Outreach Calendar
- 4.3 Fiscal Year 2019/20 Year End Report
- 4.4 Adoption of a Minimal Disposal Fee for Wood Waste and Yard Waste
- 4.5 Letters of Support: SB212 Second Draft

## Regular Calendar

- 5 **1688 Almar Parkway Property Consideration for HHW Facility:** At the January 2020 ZWS Board meeting, staff presented research for a permanent HHW facility. At the July 2020 Board meeting, staff presented the HHW Program Options Analysis Report to discuss expansion alternatives to a permanent facility. For the past two years, staff has been working with a Real Estate Broker to identify potential properties. Staff is presenting Almar Parkway in Santa Rosa as a property for a permanent HHW facility and Zero Waste Sonoma Staff offices for consideration by the Board.

**Recommended Action:** Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to enter into negotiations for the purchase of 1688 Almar Parkway and designate an Ad-Hoc Committee to advise the Executive Director in the negotiation process.

- 6 **Consideration of an Agreement with Aptim Environmental & Infrastructure, LLC for a Feasibility Study of Property to Become a Household Hazardous Waste Facility:** At the February 2020 Board Meeting, the Board approved the Request for Proposals (RFP) for a Feasibility Study of Property to Become a Household Hazardous Waste (HHW) Facility and also directed staff to distribute the RFP

**Recommended Action:** Staff recommends the Board execute the Agreement with Aptim Environmental & Infrastructure, LLC ("APTIM") for a Feasibility Study of Property to Become a Household Hazardous Waste Facility.



## Minutes of the July 15, 2020 Meeting

Zero Waste Sonoma met on July 15, 2020, via Zoom to hold a virtual board meeting.

### Board Members Present:

City of Cloverdale	ABSENT	City of Santa Rosa	John Sawyer
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Larry Zimmer	City of Sonoma	ABSENT
City of Petaluma	Patrick Carter	County of Sonoma	Susan Gorin
City of Rohnert Park	ABSENT	Town of Windsor	Bruce Okrepkie

### Staff Present:

Executive Director: Leslie Lukacs

Counsel: Ethan Walsh

Staff: Xinci Tan, Karina Chilcott, Sloane Pagal, Thora Collard, Courtney Scott

Agency Clerk: Janel Perry

### 1. Call to Order Regular Meeting

Regular session was called to order at 8:35 a.m.

### 2. Agenda Approval

### 3. Public Comments (items not on the agenda)

None

### 4. Consent (w/attachments)

4.1 Minutes of the May 20, 2020 Regular Meeting

4.2 May, June, July, and August 2020 Outreach Calendar

4.3 ZWS FY 17/18 Audit of Financial Statements [Collard]

4.4 Summary and End of Home Composting Contract [Tan]

### Action Items:

- Increase promotion of UCCE home composting videos
- Send link of UCCE home composting videos to board members and the county's website team

### Public Comments:

None

**Motion:** For approval of all items on the consent calendar.

**First:** City of Cotati – Susan Harvey

**Second:** City of Sebastopol – Henry Mikus

### Vote Count:

July 15, 2020 – SCWMA Meeting Minutes

City of Cloverdale	ABSENT	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	ABSENT	Town of Windsor	AYE

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-  
**Motion passed.**

### **Regular Calendar**

#### **5. HHW Alternative Program Options Analysis Report [Scott]**

Melanie Bagby joined at 8:47 am.

##### **Board Comments/Action Items:**

- Investigate a short extended timeline option to permit a mobile van while permits are loosening up during the pandemic
- Investigate financing option of bonds
- Compute an annual cost per visit for each option
- Investigate feasibility of Cloverdale's 3.25 acre location (old landfill) for a permanent facility location
- Pursue retail takeback at the same time as other options
- Explore proceeding with multiple HHW options concurrently
- Investigate how to implement EPR programs if State doesn't act (look into most common HHW facility items)
- Consider how to reduce the barriers that are making retailers choose not to be part of the takeback programs
- Question if there is a financial value in limiting the list of items that people can take to a mobile event?
- Consider permanent facility locations near railways
- The Board supports continued exploration of a permanent facility

##### **Public Comments:**

None

#### **6. Boardmember Comments – NO ACTION** Comments were received by the board.

#### **7. Executive Director Report – NO ACTION** Executive Director verbally gave report.

#### **8. Staff Comments – NO ACTION** Staff comments were received.

#### **9. Next SCWMA meeting: August 19, 2020**

#### **10. Adjourn 10:09 am**

Submitted by: Janel Perry  
July 15, 2020 – SCWMA Meeting Minutes



Agenda Item #: 4.2  
Agenda Date: 9/16/2020

## ITEM: July-August-September-October 2020 Outreach Calendar

Note: Events below shown in ~~strikethrough red~~ were cancelled due to the COVID-19 disaster. Note the addition of webinars and virtual presentations substituted for in-person outreach events.

### JULY 2020 OUTREACH

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
7/6/20	7/6/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
<del>7/7/20</del>	<del>7/7/20</del>	<del>4:00 PM</del>	<del>8:00 PM</del>	<del>Household Hazardous Waste Event (Santa Rosa, E)</del>	<del>Santa Rosa</del>
<del>7/10/20</del>	<del>7/12/20</del>	<del>9:00 AM</del>	<del>5:00 PM</del>	<del>E-Waste Recycling Event (Petaluma)</del>	<del>Petaluma</del>
<del>7/11/20</del>	<del>7/11/20</del>	<del>9:00 AM</del>	<del>5:00 PM</del>	<del>Mattress Recycling Event (Petaluma)</del>	<del>Petaluma</del>
7/13/20	7/13/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
7/14/20	7/14/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Boyes Hot Springs)	Unincorporated area
7/18/20	7/18/20	4:00 PM	5:30 PM	Presentation at California Resource Recovery Association Conference (CRRA)	Statewide
7/20/20	7/20/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
7/21/20	7/21/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)	Cloverdale
<del>7/23/20</del>	<del>7/23/20</del>	<del>9:30 AM</del>	<del>10:30 AM</del>	<del>Fulton Labor Center Presentation</del>	<del>Unincorporated area</del>
<del>7/23/20</del>	<del>7/23/20</del>	<del>8:00 AM</del>	<del>9:30 AM</del>	<del>Healdsburg Labor Center Presentation</del>	<del>Healdsburg</del>
7/27/20	7/27/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
7/28/20	7/28/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Rincon Valley)	Unincorporated area

## AUGUST 2020 OUTREACH

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
8/1/20	8/1/20	8:00 AM	4:00 PM	Latino Service Providers Promotores verdes/green promotores cohort	Countywide
8/3/20	8/3/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
8/3/20	8/3/20	7:00 PM	8:00 AM	Rohnert Park Leadership group virtual meeting	Rohnert Park
8/4/20	8/4/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sebastopol)	Sebastopol
8/5/20	8/5/20	10:00 AM	11:00 AM	VIRTUAL Poder de Saber program -- Promoted general recycling, used motor oil/filter recycling and HHW Collection Event	Countywide
8/5/20	8/5/20	5:00 PM	6:00 PM	Virtual meeting with Sonoma County Hispanic Chamber of Commerce	Countywide
8/7/20	8/7/20	11:00 AM	12:00 PM	VIRTUAL What's Cooking Sonoma County Program -- Promoted general recycling, used motor oil/filter recycling and HHW Collection Event	Countywide
8/10/20	8/10/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
8/11/20	8/11/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Windsor)	Windsor
8/14/20	8/15/20	4:00 PM	8:00 PM	HazMobile (Sea Ranch)	Unincorporated area
8/15/20	8/16/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)	Santa Rosa
8/15/20	8/15/20	9:00 AM	5:00 PM	Mattress Recycling Event (Oakmont)	Santa Rosa
8/17/20	8/17/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
8/18/20	8/18/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)	Santa Rosa
8/19/20	8/19/20	2:00 PM	4:00 PM	Virtual community meeting on Leadership on Climate Change	Countywide
8/19/20	8/19/20	10:00 AM	11:00 AM	Poder de Saber -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
8/20/20	8/20/20	9:30 AM	10:30 AM	Fulton Labor Center Presentation	Unincorporated area

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
<del>8/20/20</del>	<del>8/20/20</del>	<del>8:00 AM</del>	<del>9:30 AM</del>	<del>Healdsburg Labor Center Presentation</del>	<del>Healdsburg</del>
8/21/20	8/21/20	2:00 PM	4:00 PM	Virtual meeting with promotores verdes from Latino Services Providers	Countywide
8/24/20	8/24/20	9:00 AM	10:00 AM	Nuestra Tierra Radio Program -- Promoted used motor oil/filter recycling and HHW Collection Event	Countywide
<del>8/25/20</del>	<del>8/25/20</del>	<del>4:00 PM</del>	<del>8:00 PM</del>	<del>Household Hazardous Waste Event (Sonoma)</del>	<del>Sonoma</del>
8/28/20	8/28/20	11:00 AM	12:30 PM	The Story of Plastic Viewing and Panel Discussion	Countywide
8/31/20	8/31/20	9:00 AM	10:00 AM	Nuestra Tierra program - Promoted used motor oil/filter recycling, HHW, illegal dumping, and general recycling	Countywide

## SEPTEMBER 2020 OUTREACH

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
9/1/20	9/1/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Petaluma)	Petaluma
<del>9/8/20</del>	<del>9/8/20</del>	<del>4:00 PM</del>	<del>8:00 PM</del>	<del>Household Hazardous Waste Event (Santa Rosa W)</del>	<del>Santa Rosa</del>
9/11/20	9/13/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Rohnert Park)	Rohnert Park
9/12/20	9/12/20	9:00 AM	5:00 PM	Mattress Recycling Event (Rohnert Park)	Rohnert Park
9/15/20	9/15/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)	Healdsburg
9/17/20	9/17/20	9:30 AM	10:30 AM	VIRTUAL Healdsburg and Fulton Labor Centers Presentations – Plans to promote used motor oil/filter recycling and HHW Collection Event	Unincorporated area
9/22/20	9/22/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Kenwood)	Unincorporated area
9/28/20	9/28/20	3:00 PM	4:00 PM	Presentation Race to Zero Waste Webinar	Countywide
9/29/20	9/29/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Larkfield)	Unincorporated area

## OCTOBER 2020 OUTREACH – Events below are tentatively scheduled

Start date	End date (multiple day only)	Start time	End time	Event	Jurisdiction
10/2/20	10/4/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Windsor)	Windsor
10/3/20	10/3/20	9:00 AM	5:00 PM	Mattress Recycling Event (Windsor)	Windsor
10/6/20	10/6/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Forestville)	Unincorporated area
10/9/20	10/11/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)	Cloverdale
10/10/20	10/10/20	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)	Cloverdale
10/13/20	10/13/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)	Cloverdale
10/20/20	10/20/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, E)	Santa Rosa



Agenda Item #: 4.3  
Cost Center: All  
Staff Contact: Collard  
Agenda Date: 9/16/2020  
Approved by: LL

## ITEM: Fiscal Year 2019-20 Year End Financial Report

### I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2019-20 Year-End Financial Report on the Consent Calendar.

### II. BACKGROUND

The Joint Powers Authority agreement requires the Zero Waste Sonoma (ZWS) Board of Directors receive quarterly financial reports. This report contains information about ZWS operations, all receipts to, and disbursements from, the ZWS for Fiscal Year 2019-20.

### III. DISCUSSION

This report, using information from the County accounting system (EFS) for revenues and expenditures, contains the actual amounts spent or received to date, accounts payable and receivable, the approved budget and the difference between the approved budget and the actual revenues/expenditures.

Included in this financial report are accounts payable and accounts receivable. Accounts payable are invoices that are expected to be paid after the close of the fiscal year for services received prior to June 30, 2020, the end of the fiscal year. Accounts receivable are revenues anticipated for work and/or services performed by ZWS prior to the end of the fiscal year. By including the accounts payable and receivable as well as the reserve balances, this report serves as a year-end financial statement.

#### Revenues

1. The State Other Funding account consists of grant funding once it has been released from a subsidiary account in EFS. All of ZWS grant awards are first placed into subsidiary accounts. When the planned and approved work has been completed, a release request is sent to the Auditor/Controller office for processing. This year we completed the City County Payment Program for FY 17/18 and began spending for FY 18/19, resulting in additional spending of \$5,892 for the year. All additional expenditures were offset by corresponding revenue.
2. County of Sonoma tipping fee revenues were \$930,972 more than budgeted this year due to increased tonnage. The majority of the increased tonnage was in organics tonnage, \$859,803, and was used to offset increased organics hauling costs.
3. Interest on Pooled Cash is revenue in the reserve accounts and was \$115,361 higher than anticipated.
4. Unrealized Gains and Losses related to adjustments made by the Treasury (\$21,917), which maintains ZWS's funds. Accounting practices under which the County and ZWS function (GASB 31) require the Sonoma County Treasury to adjust the fund balances on an annual basis



depending on the market value of each fund, as calculated by the Treasury. Historically, the adjustments were listed in the notes of the financial statements of the Treasury, but were also listed as findings in their annual audits. The decision was made by the Treasury to include the adjustments through normal operations instead of as notes in the financial statements.

5. Donations/Contributions was under budget by \$57,239 due to the changes in the E-waste recycling market. The corresponding expenditures were also under budget. CalRecycle recently approved an increase in the e-waste rebate rate from \$0.19/pound to \$0.26/pound, so we will begin to notice an increase in revenue in the new fiscal year.
6. Prior Year Revenue was \$10,327. The HD29 grant (propane cylinder recycling grant) only allowed grant recipients to make two reimbursement requests for the total life of the grant. Since the grant ran during a three-year period, the prior year's accounts receivable was understated by \$2,792. The remainder of the PY revenue was due to overstated Accounts Payables being written off.
7. Refunds of \$47,616 were booked as an Accounts Receivable to record the Organics hauling cost from the C&D MRF wood waste that was incorrectly charged to the Agency in FY18/19.

#### Expenditures

1. Administration Services is the cost of SCWMA staff. We had some salary savings related to staff leaves.
2. Client Accounting Services was over budget by \$10,446 due to higher than anticipated costs for the use of the County's Auditor staff.
3. Outside Counsel – Legal Advice is over budget due to the ongoing negotiation process with Renewable Sonoma.
4. Other Professional Services was over budget by \$67,448 in Education due to the CCPP Grant. We originally budgeted to use approximately \$75,000 of the grant towards staffing costs for outreach and education, but with the new garbage haulers in the county having robust education programs we were able to reduce our staffing costs to grant implementation costs only. This year we only used \$13,000 for staffing. The costs were instead used for recycling bins distributed throughout the jurisdictions. We also began spending for the new grant cycle which was not accounted for in the original budget.
5. Rents and Leases- Bldg/Land we saw a savings in rents and leases due to the COVID related cancellations of our HHW and E-waste events.
6. Other Contract Services was under budget \$240,096. We had originally budgeted \$50,000 budgeted in the Organics Reserve for R3 Consulting Group for help with the composting negotiations, but did not utilize this service. We had \$25,000 budgeted in Contingency for program assistance with a northern county HHW facility (if needed) that was unused. We realized almost \$90,000 in savings from labor and decreased disposal costs from the HHW facility during the COVID closures. We had anticipated higher costs for website enhancements, but had almost \$10,000 in savings. We were under budget \$65,000 in Organics for hauling and processing.
7. County Service Charges was under budget \$39,492. The new cost plan allocation from TPW was not published at the time we adopted our budget. The amount was rolled over from the prior budget.
8. Memberships were over budget due to the renewal of the Recyclist subscription.
9. Office Supplies we under budget due to the cancellation of the fairs and outreach events from COVID. We did not need to purchase any promotional materials or booth design materials.
10. Special Department Expense was under budget \$276,841. We had budgeted \$75,000 for a potential office expansion and \$200,000 for the development of the HHW Northern County Facility.

11. Professional Development was under budget due to the cancellation of many of the planned conferences.

#### **IV. FUNDING IMPACT**

In summary, ZWS received \$9,419,199 in revenue, which was \$1,031,473 more than budgeted. We incurred \$8,942,590 of expenditures (\$747,878 under budget) resulting in a net surplus to the ZWS for FY 2019-20 was \$476,610.

#### **V. ATTACHMENTS**

FY 2019-20 Year End Financial Report

**66110300 SCWMA - Organics Reserve**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
44002	Interest on Pooled Cash	13,984.00	13,984.00	66,334.11	(52,350.11)	-374%
44050	Unrealized Gains and Losses	-	-	(5,735.60)	5,735.60	0%
46200	PY Revenue - Miscellaneous	-	-	416.67	(416.67)	0%
<b>All Revenues</b>		<b>13,984.00</b>	<b>13,984.00</b>	<b>61,015.18</b>	<b>-47031.18</b>	<b>-336%</b>

**All Expense/Expenditure Accts**

51201	Administration Services	56,413.00	56,413.00	49,032.55	7,380.45	13%
51206	Accounting/Auditing Services	2,500.00	2,500.00	-	2,500.00	100%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	29,285.98	(24,285.98)	-486%
51803	Other Contract Services	50,000.00	50,000.00	-	50,000.00	100%
51916	County Services Chgs	-	-	379.00	(379.00)	0%
52111	Office Supplies	1,000.00	1,000.00	55.13	944.87	94%
52163	Professional Development	-	-	661.76	(661.76)	0%
<b>All Expense/Expenditure Accts</b>		<b>114,913.00</b>	<b>114,913.00</b>	<b>79,414.42</b>	<b>35,498.58</b>	<b>31%</b>

<b>All Expense/Expenditure Accts</b>		<b>114,913.00</b>	<b>114,913.00</b>	<b>79,414.42</b>	<b>35,498.58</b>	
<b>All Revenues</b>		<b>13,984.00</b>	<b>13,984.00</b>	<b>61,015.18</b>	<b>(47,031.18)</b>	
<b>Net Cost</b>		<b>100,929.00</b>	<b>100,929.00</b>	<b>18,399.24</b>	<b>82,529.76</b>	

**66110900 SCWMA - Contingency Fund**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
44002	Interest on Pooled Cash	9,691.00	9,691.00	38,480.50	(28,789.50)	-297%
44050	Unrealized Gains and Losses	-	-	(4,846.61)	4,846.61	0%
46200	PY Revenue - Miscellaneous	-	-	250.00	(250.00)	0%
<b>All Revenues</b>		<b>9,691.00</b>	<b>9,691.00</b>	<b>33,883.89</b>	<b>(24,192.89)</b>	<b>-250%</b>

**All Expense/Expenditure Accts**

51201	Administration Services	31,091.00	31,091.00	13,576.39	17,514.61	56%
51206	Accounting/Auditing Services	1,500.00	1,500.00	-	1,500.00	100%
51212	Outside Counsel - Legal Advice	2,000.00	2,000.00	4,337.10	(2,337.10)	-117%
51249	Other Professional Services	20,000.00	20,000.00	7,170.25	12,829.75	64%
51803	Other Contract Services	25,000.00	25,000.00	-	25,000.00	100%
51911	Mail Services	-	-	0.44	(0.44)	0%
51916	County Services Chgs	-	-	217.00	(217.00)	0%
52111	Office Supplies	1,000.00	1,000.00	561.00	439.00	44%
52162	Special Department Expense	275,000.00	275,000.00	3,480.00	271,520.00	99%
<b>All Expense/Expenditure Accts</b>		<b>355,591.00</b>	<b>355,591.00</b>	<b>29,342.18</b>	<b>326,248.82</b>	<b>92%</b>

<b>All Expense/Expenditure Accts</b>		<b>355,591.00</b>	<b>355,591.00</b>	<b>29,342.18</b>	<b>326,248.82</b>	
<b>All Revenues</b>		<b>9,691.00</b>	<b>9,691.00</b>	<b>33,883.89</b>	<b>(24,192.89)</b>	
<b>Net Cost</b>		<b>345,900.00</b>	<b>345,900.00</b>	<b>(4,541.71)</b>	<b>350,441.71</b>	

**66110400 SCWMA - HHW**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
42358	State Other Funding	161,189.00	161,189.00	161,667.76	(478.76)	0%
42601	County of Sonoma	1,646,434.00	1,646,434.00	1,699,810.43	(53,376.43)	-3%
44002	Interest on Pooled Cash	5,065.00	5,065.00	33,496.07	(28,431.07)	-561%
44050	Unrealized Gains and Losses	-	-	(4,086.21)	4,086.21	0%
46029	Donations/Contributions	213,698.00	213,698.00	155,914.45	57,783.55	27%
46200	PY Revenue - Miscellaneous	-	-	7,993.94	(7,993.94)	0%
<b>All Revenues</b>		<b>2,026,386.00</b>	<b>2,026,386.00</b>	<b>2,054,796.44</b>	<b>(28,410.44)</b>	<b>-1%</b>

**All Expense/Expenditure Accts**

51041	Insurance - Liability	7,440.00	7,440.00	6,931.18	508.82	7%
51071	Maintenance - Bldg & Improve	-	15,000.00	1,816.89	13,183.11	88%
51201	Administration Services	412,856.00	412,856.00	388,390.22	24,465.78	6%
51205	Advertising/Marketing Svc	12,000.00	12,000.00	12,381.87	(381.87)	-3%
51206	Accounting/Auditing Services	7,500.00	7,500.00	11,160.00	(3,660.00)	-49%
51207	Client Accounting Services	9,951.00	9,951.00	16,428.17	(6,477.17)	-65%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	805.80	4,194.20	84%
51214	Agency Extra/Temp Help	-	20,000.00	4,247.13	15,752.87	79%
51225	Training Services	800.00	800.00	-	800.00	100%
51229	Hazardous Waste Disposal Svc	-	18,000.00	18,414.86	(414.86)	-2%
51249	Other Professional Services	151,189.00	151,189.00	136,132.01	15,056.99	10%
51401	Rents and Leases - Equipment	-	-	2,057.04	(2,057.04)	0%
51421	Rents and Leases - Bldg/Land	12,000.00	12,000.00	3,825.00	8,175.00	68%
51507	Special Departmental Expense	-	115,000.00	53,249.44	61,750.56	54%
51801	Other Services	-	-	990.00	(990.00)	0%
51803	Other Contract Services	1,342,960.00	1,155,500.00	1,065,613.82	89,886.18	8%
51901	Telecommunication Data Lines	2,000.00	2,000.00	489.12	1,510.88	76%
51902	Telecommunication Usage	200.00	200.00	167.92	32.08	16%
51904	ISD - Baseline Services	5,894.00	5,894.00	5,001.73	892.27	15%
51909	Telecommunication Wireless Svc	-	-	1,477.11	(1,477.11)	0%
51911	Mail Services	100.00	100.00	1.50	98.50	99%
51916	County Services Chgs	43,586.00	43,586.00	16,060.00	27,526.00	63%
51922	County Car Expense	930.00	930.00	707.45	222.55	24%
52091	Memberships/Certifications	10,610.00	10,610.00	10,375.00	235.00	2%
52111	Office Supplies	3,000.00	7,960.00	363.25	7,596.75	95%
52162	Special Department Expense	-	10,000.00	4,678.61	5,321.39	53%
52163	Professional Development	1,860.00	1,860.00	2,243.76	(383.76)	-21%
52191	Utilities Expense	-	4,500.00	3,077.10	1,422.90	32%
<b>All Expense/Expenditure Accts</b>		<b>2,029,876.00</b>	<b>2,029,876.00</b>	<b>1,767,085.98</b>	<b>262,790.02</b>	<b>13%</b>

<b>All Expense/Expenditure Accts</b>		<b>2,029,876.00</b>	<b>2,029,876.00</b>	<b>1,767,085.98</b>	<b>262,790.02</b>	
<b>All Revenues</b>		<b>2,026,386.00</b>	<b>2,026,386.00</b>	<b>2,054,796.44</b>	<b>(28,410.44)</b>	
<b>Net Cost</b>		<b>3,490.00</b>	<b>3,490.00</b>	<b>(287,710.46)</b>	<b>291,200.46</b>	

**66111000 Education & Outreach**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
42358	State Other Funding	142,000.00	142,000.00	147,412.91	(5,412.91)	-4%
42601	County of Sonoma	548,811.00	548,811.00	566,603.48	(17,792.48)	-3%
44002	Interest on Pooled Cash	2,256.00	2,256.00	-	2,256.00	100%
44050	Unrealized Gains and Losses	-	-	(1,639.70)	1,639.70	0%
46029	Donations/Contributions	48,233.00	48,233.00	48,777.62	(544.62)	-1%
46050	Cancelled/Stale Dated Warrants	-	-	460.85	(460.85)	0%
46200	PY Revenue - Miscellaneous	-	-	666.66	(666.66)	0%
<b>All Revenues</b>		<b>741,300.00</b>	<b>741,300.00</b>	<b>762,281.82</b>	<b>(20,981.82)</b>	<b>-3%</b>

**All Expense/Expenditure Accts**

51041	Insurance - Liability	3,000.00	3,000.00	2,794.84	205.16	7%
51201	Administration Services	452,062.00	452,062.00	411,169.88	40,892.12	9%
51205	Advertising/Marketing Svc	-	-	987.92	(987.92)	0%
51206	Accounting/Auditing Services	4,000.00	4,000.00	4,500.00	(500.00)	-13%
51207	Client Accounting Services	4,013.00	4,013.00	6,624.26	(2,611.26)	-65%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	17,907.20	(2,907.20)	-19%
51214	Agency Extra/Temp Help	-	1,000.00	-	1,000.00	100%
51241	Outside Printing and Binding	10,000.00	10,000.00	3,096.62	6,903.38	69%
51249	Other Professional Services	67,026.00	67,026.00	134,473.79	(67,447.79)	-101%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	829.45	2,170.55	72%
51421	Rents and Leases - Bldg/Land	8,550.00	8,550.00	5,202.00	3,348.00	39%
51803	Other Contract Services	82,780.00	55,000.00	45,473.93	9,526.07	17%
51901	Telecommunication Data Lines	2,568.00	2,568.00	4,320.56	(1,752.56)	-68%
51902	Telecommunication Usage	960.00	960.00	1,029.41	(69.41)	-7%
51904	ISD - Baseline Services	7,389.00	7,389.00	19,388.79	(11,999.79)	-162%
51905	ISD - Improvement Projects	-	-	1,843.02	(1,843.02)	0%
51906	ISD - Supplemental Projects	1,000.00	1,000.00	300.00	700.00	70%
51909	Telecommunication Wireless Svc	2,046.00	2,046.00	6,747.46	(4,701.46)	-230%
51911	Mail Services	500.00	500.00	290.48	209.52	42%
51916	County Services Chgs	17,575.00	17,575.00	8,658.00	8,917.00	51%
51922	County Car Expense	375.00	375.00	285.26	89.74	24%
51923	Unclaimable county car exp	-	-	52.51	(52.51)	0%
52091	Memberships/Certifications	5,850.00	16,070.00	17,708.00	(1,638.00)	-10%
52111	Office Supplies	27,170.00	29,830.00	12,578.57	17,251.43	58%
52114	Freight/Postage	-	-	286.02	(286.02)	0%
52115	Books/Media/Subscriptions	-	-	377.82	(377.82)	0%
52118	Printing and Binding Supplies	-	13,900.00	9,560.00	4,340.00	31%
52163	Professional Development	26,250.00	26,250.00	11,164.10	15,085.90	57%
<b>All Expense/Expenditure Accts</b>		<b>741,114.00</b>	<b>741,114.00</b>	<b>727,649.89</b>	<b>13,464.11</b>	<b>2%</b>

<b>All Expense/Expenditure Accts</b>		<b>741,114.00</b>	<b>741,114.00</b>	<b>727,649.89</b>	<b>13,464.11</b>	
<b>All Revenues</b>		<b>741,300.00</b>	<b>741,300.00</b>	<b>762,281.82</b>	<b>(20,981.82)</b>	
<b>Net Cost</b>		<b>(186.00)</b>	<b>(186.00)</b>	<b>(34,631.93)</b>	<b>34,445.93</b>	

**66111100 Organics**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
42601	County of Sonoma	5,591,300.00	5,591,300.00	6,451,103.17	(859,803.17)	-15%
44002	Interest on Pooled Cash	5,065.00	5,065.00	-	5,065.00	100%
44050	Unrealized Gains and Losses	-	-	(3,998.77)	3,998.77	0%
46200	PY Revenue - Miscellaneous	-	-	999.99	(999.99)	0%
46210	Refunds	-	-	47,616.42	(47,616.42)	0%
<b>All Revenues</b>		<b>5,596,365.00</b>	<b>5,596,365.00</b>	<b>6,495,720.81</b>	<b>(899,355.81)</b>	<b>-16%</b>

**All Expense/Expenditure Accts**

51041	Insurance - Liability	1,560.00	1,560.00	1,453.31	106.69	7%
51201	Administration Services	153,891.00	153,891.00	158,579.86	(4,688.86)	-3%
51206	Accounting/Auditing Services	6,500.00	6,500.00	2,340.00	4,160.00	64%
51207	Client Accounting Services	2,087.00	2,087.00	3,444.62	(1,357.62)	-65%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	3,175.80	1,824.20	36%
51249	Other Professional Services	42,380.00	42,380.00	8,263.59	34,116.41	81%
51401	Rents and Leases - Equipment	-	-	431.32	(431.32)	0%
51803	Other Contract Services	5,350,294.00	6,199,254.00	6,133,569.83	65,684.17	1%
51901	Telecommunication Data Lines	1,467.00	1,467.00	1,222.80	244.20	17%
51902	Telecommunication Usage	-	-	24.86	(24.86)	0%
51904	ISD - Baseline Services	9,587.00	9,587.00	8,452.23	1,134.77	12%
51909	Telecommunication Wireless Svc	584.00	584.00	(235.24)	819.24	140%
51911	Mail Services	250.00	250.00	-	250.00	100%
51916	County Services Chgs	9,139.00	9,139.00	5,494.35	3,644.65	40%
51922	County Car Expense	195.00	195.00	148.34	46.66	24%
52091	Memberships/Certifications	150.00	150.00	8,405.00	(8,255.00)	-5503%
52111	Office Supplies	12,000.00	13,040.00	2,251.42	10,788.58	83%
52163	Professional Development	3,890.00	3,890.00	2,075.00	1,815.00	47%
<b>All Expense/Expenditure Accts</b>		<b>5,598,974.00</b>	<b>6,448,974.00</b>	<b>6,339,097.09</b>	<b>109,876.91</b>	<b>2%</b>

<b>All Expense/Expenditure Accts</b>	<b>5,598,974.00</b>	<b>6,448,974.00</b>	<b>6,339,097.09</b>	<b>109,876.91</b>	
<b>All Revenues</b>	<b>5,596,365.00</b>	<b>5,596,365.00</b>	<b>6,495,720.81</b>	<b>(899,355.81)</b>	
<b>Net Cost</b>	<b>2,609.00</b>	<b>852,609.00</b>	<b>(156,623.72)</b>	<b>1,009,232.72</b>	

**66111200 Unfunded Pension Liability Rsv**

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
44002	Interest on Pooled Cash	-	-	13,111.16	(13,111.16)	0%
44050	Unrealized Gains and Losses	-	-	(1,609.95)	1,609.95	0%
<b>All Revenues</b>		<b>-</b>	<b>-</b>	<b>11,501.21</b>	<b>(11,501.21)</b>	<b>0%</b>

<b>All Expense/Expenditure Accts</b>					
<b>All Revenues</b>	<b>-</b>	<b>-</b>	<b>11,501.21</b>	<b>(11,501.21)</b>	
<b>Net Cost</b>	<b>-</b>	<b>-</b>	<b>(11,501.21)</b>	<b>11,501.21</b>	

## All Department Summary

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
<b>All Revenues</b>						
42358	State Other Funding	303,189.00	303,189.00	309,080.67	(5,891.67)	-1.94%
42601	County of Sonoma	7,786,545.00	7,786,545.00	8,717,517.08	(930,972.08)	-11.96%
44002	Interest on Pooled Cash	36,061.00	36,061.00	151,421.84	(115,360.84)	-319.90%
44050	Unrealized Gains and Losses	0.00	0.00	(21,916.84)	21,916.84	0.00%
46029	Donations/Contributions	261,931.00	261,931.00	204,692.07	57,238.93	21.85%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	460.85	(460.85)	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	10,327.26	(10,327.26)	0.00%
46210	Refunds	0.00	0.00	47,616.42	(47,616.42)	0.00%
<b>All Revenues</b>		<b>8,387,726.00</b>	<b>8,387,726.00</b>	<b>9,419,199.35</b>	<b>(1,031,473.35)</b>	<b>-12.30%</b>

## All Expense/Expenditure Accts

51041	Insurance - Liability	12,000.00	12,000.00	11,179.33	820.67	6.84%
51071	Maintenance - Bldg & Improve	0.00	15,000.00	1,816.89	13,183.11	87.89%
51201	Administration Services	1,106,313.00	1,106,313.00	1,020,748.90	85,564.10	7.73%
51205	Advertising/Marketing Svc	12,000.00	12,000.00	13,369.79	(1,369.79)	-11.41%
51206	Accounting/Auditing Services	22,000.00	22,000.00	18,000.00	4,000.00	18.18%
51207	Client Accounting Services	16,051.00	16,051.00	26,497.05	(10,446.05)	-65.08%
51212	Outside Counsel - Legal Advice	32,000.00	32,000.00	55,511.88	(23,511.88)	-73.47%
51214	Agency Extra/Temp Help	0.00	21,000.00	4,247.13	16,752.87	79.78%
51225	Training Services	800.00	800.00	0.00	800.00	100.00%
51229	Hazardous Waste Disposal Svc	0.00	18,000.00	18,414.86	(414.86)	-2.30%
51241	Outside Printing and Binding	10,000.00	10,000.00	3,096.62	6,903.38	69.03%
51249	Other Professional Services	280,595.00	280,595.00	286,039.64	(5,444.64)	-1.94%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	3,317.81	(317.81)	-10.59%
51421	Rents and Leases - Bldg/Land	20,550.00	20,550.00	9,027.00	11,523.00	56.07%
51507	Special Departmental Expense	0.00	115,000.00	53,249.44	61,750.56	53.70%
51801	Other Services	0.00	0.00	990.00	(990.00)	0.00%
51803	Other Contract Services	6,851,034.00	7,484,754.00	7,244,657.58	240,096.42	3.21%
51901	Telecommunication Data Lines	6,035.00	6,035.00	6,032.48	2.52	0.04%
51902	Telecommunication Usage	1,160.00	1,160.00	1,222.19	(62.19)	-5.36%
51904	ISD - Baseline Services	22,870.00	22,870.00	32,842.75	(9,972.75)	-43.61%
51905	ISD - Improvement Projects	0.00	0.00	1,843.02	(1,843.02)	0.00%
51906	ISD - Supplemental Projects	1,000.00	1,000.00	300.00	700.00	70.00%
51909	Telecommunication Wireless Svc	2,630.00	2,630.00	7,989.33	(5,359.33)	-203.78%
51911	Mail Services	850.00	850.00	292.42	557.58	65.60%
51916	County Services Chgs	70,300.00	70,300.00	30,808.35	39,491.65	56.18%
51922	County Car Expense	1,500.00	1,500.00	1,141.05	358.95	23.93%
51923	Unclaimable county car exp	0.00	0.00	52.51	(52.51)	0.00%
52091	Memberships/Certifications	16,610.00	26,830.00	36,488.00	(9,658.00)	-36.00%
52111	Office Supplies	44,170.00	52,830.00	15,809.37	37,020.63	70.08%
52114	Freight/Postage	0.00	0.00	286.02	(286.02)	0.00%
52115	Books/Media/Subscriptions	0.00	0.00	377.82	(377.82)	0.00%
52118	Printing and Binding Supplies	0.00	13,900.00	9,560.00	4,340.00	31.22%

52162	Special Department Expense	275,000.00	285,000.00	8,158.61	276,841.39	97.14%
52163	Professional Development	32,000.00	32,000.00	16,144.62	15,855.38	49.55%
52191	Utilities Expense	0.00	4,500.00	3,077.10	1,422.90	31.62%
<b>All Expense/Expenditure Accts</b>		<b>8,840,468.00</b>	<b>9,690,468.00</b>	<b>8,942,589.56</b>	<b>747,878.44</b>	<b>7.72%</b>

<b>All Expense/Expenditure Accts</b>		<b>8,840,468.00</b>	<b>9,690,468.00</b>	<b>8,942,589.56</b>	<b>747,878.44</b>	
<b>All Revenues</b>		<b>8,387,726.00</b>	<b>8,387,726.00</b>	<b>9,419,199.35</b>	<b>(1,031,473.35)</b>	
<b>Net Cost</b>		<b>452,742.00</b>	<b>1,302,742.00</b>	<b>(476,609.79)</b>	<b>1,779,351.79</b>	



## 4th Quarter Fund Balances FY 19/20

Fund		Beginning Balance	6/30/2020	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,307,431	2,289,031	2,695,935	-
HHW	78104	1,339,237	1,652,088	1,009,529	304,481
Contingency Reserve	78109	1,932,451	1,936,993	1,592,275	852,278
Education & Outreach	78110	544,751	577,587	451,417	74,111
Organics	78111	1,319,327	1,452,606	1,068,432	839,846
Unfunded Pension Liability Rsv	78112	657,011	668,512		650,000
<b>Total</b>			<b>8,576,817</b>	<b>6,817,588</b>	



Agenda Item #: **4.4**  
Cost Center: **All**  
Staff Contact: **Collard**  
Agenda Date: **9/16/2020**  
Approved by: **LL**

## **ITEM: Adoption of a Minimal Disposal Fee for Wood Waste and Yard Waste**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends approving the establishment of a Light Load fee in alignment with Republic Services gate fees.

### **II. BACKGROUND**

During the Fiscal Year 2017-2018 fiscal audit, the Auditor highlighted the increased revenue ZWS was receiving due to Republic Services gate rate policy related to “light loads”. In order to bring ZWS’s fee resolution in alignment with the rates being collected at the gate by Republic, the auditor recommended the inclusion of light loads be defined in our fee resolution.

### **III. DISCUSSION**

Under the Master Operations Agreement, Republic Services is authorized to establish gate fees for materials delivered to the Central Landfill and Transfer Stations, this includes wood waste and yard debris. They have established a minimum fee (or light load) of \$15 for all loads of wood waste or yard debris of less than 360 pounds to reduce the administrative burden and delay that would result from the requirement to weigh all self-haul loads of less than 360 pounds. This method has been in place since Republic took over management of the landfill operations.

In order to better ensure consistency between existing landfill and transfer station operations and the ZWS’s fee schedule, we ask the Board to approve the inclusion of the minimum fee in our fee schedule.

### **IV. FUNDING IMPACT**

Revenue from light load fees have been added an additional 2% of the organic revenue in the past two years.

### **V. ATTACHMENTS**

Fee Resolution

DATED: September 16, 2020

RESOLUTION OF ZERO WASTE SONOMA (ALSO KNOWN AS THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ESTABLISHING A MINIMUM DISPOSAL FEE FOR WOOD WASTE AND YARD DEBRIS LOADS OF 360 POUNDS OR LESS

WHEREAS, an Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency/Zero Waste Sonoma (Agreement) was approved and entered into by the County of Sonoma and each of the Cities within the County of Sonoma on or around April 17, 2018; and

WHEREAS, the Agreement requires the County of Sonoma (County) to collect and remit to Zero Waste Sonoma (Agency) disposal fees to defray the costs of capital improvements, operations, and maintenance for the Agency's wood waste and yard debris treatment system (treatment system); and

WHEREAS, the Agency has adopted such fees on a per ton basis and such fees have been collected by Republic Services on behalf of the County in accordance with the Master Operations Agreement as entered into by and between the County and Republic Services; and

WHEREAS, under the Master Operations Agreement, Republic Services is authorized to establish gate fees for materials delivered to the Central Landfill and Transfer Stations, including but not limited to wood waste and yard debris, and pursuant to that authority have established a minimum fee of \$15 for all loads of wood waste or yard debris of less than 360 pounds to reduce the administrative burden and delay that would result from the requirement to weigh all self-haul loads of less than 360 pounds; and

WHEREAS, the Agency desires to establish a minimum fee for wood waste and yard debris consistent with the minimum fee currently charged by Republic Services on behalf of the County, in order to better ensure consistency between existing landfill and transfer station operations and the Agency's fee schedule, to appropriately defray the cost associated with the Agency's wood waste and yard debris treatment system, and to reduce the administrative burden associated with the collection of such fees on light loads;

NOW THEREFORE, BE IT RESOLVED Zero Waste Sonoma Board of Directors hereby establishes a minimum fee of \$15 on loads of wood waste or yard debris of up to 360 pounds. All loads greater than 360 pounds shall be charged in accordance with the Agency's existing fees on a per ton basis. The minimum disposal fees established and affirmed by this Resolution shall be collected by the County and remitted to Agency in accordance with the existing process consistent with the Agreement and the Master Operations Agreement between the County and Republic Services, as it may be amended from time to time.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: --      NOES: --      ABSENT: --      ABSTAIN: --

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:

DATE:

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Clerk of Zero Waste Sonoma  
Agency of the State of California in and for the  
County of Sonoma



July 29, 2020

Jason Smyth  
Materials Management and Local Assistance Division  
California Department of Resources Recycling and Recovery  
P.O. Box 4025  
Sacramento, CA 95812-4025

EMAIL: [pharmasharps@calrecycle.ca.gov](mailto:pharmasharps@calrecycle.ca.gov)

**Subject: Second Draft Proposed Regulations (July 2020)  
Pharmaceutical and Sharps Waste Stewardship Program**

Dear Mr. Smyth,

We, the undersigned organizations, would like to thank you for the opportunity to submit comments on the second draft of proposed regulations to implement the Pharmaceutical and Sharps Waste Stewardship Program established by SB 212 (2018 - Jackson, Ting, and Gray). The work you are doing to implement this program for the people of California is vitally important, and we hope our comments provide additional perspective as you complete this task. We have provided several comments below on specific portions of the regulations that have been amended in the most recent draft.

**Proposed Regulations are Inconsistent with Authorizing Statute**

The core of the sharps program is the requirement that a sharps waste container and mail-back materials are either provided to the ultimate user at the point of sale, or the provision of those materials is initiated at the point of sale. This requirement functions as the convenience standard for this program and is therefore quite important to proper operation. The language in PRC 42032.2(d)(1)(F)(i) is very clear:

*"The program provides of initiates distribution of a sharps waste container and mail-back materials at the point-of-sale, to the extent allowable by law. Containers and mail-back materials shall be provided at no cost to the ultimate user. The program operator shall select and distribute a container and mail-back materials sufficient to accommodate the volume of sharps purchased by an ultimate user over a selected period of time."*

For purposes of establishing a foundational fact for the comment we are about to make, we'd stress that the authorizing statute simply does not allow a program operator any flexibility in the requirement to provide or initiate distribution of a sharps container and mail-back materials at the point of sale unless providing or initiating distribution at the point of sale is specifically prohibited by law.

The problem with both the first and second draft of proposed regulations is that they allow a program operator an offramp from the statutory requirement to provide the sharps container and mail-back materials at the point of sale for a reason that is simply not allowed by the law – feasibility.

Section 18972.1(a)(11) creates a definition for “Provides or initiates the distribution of a sharps waste container” and provides three possible meanings for this phrase. Two of them – 18972.1(a)(11)(A) and (B) are consistent with the authorizing statute, but (C) is not. As we note above, (C) states that a program operator can utilize “other methods” if the options in (A) or (B) are not allowed by law or “is not reasonably feasible”. The department simply does not have authority under the authorizing statute to make the allowance for “other methods” if feasibility is the only perceived barrier to providing a sharps container and mail-back materials at the point of sale under (A) or initiating the distribution of those items at the point of sale under (B). This should be struck from the definition.

Although we believe the legal reality described above is unquestionably accurate, we’d also like to make a more general argument in favor of striking the allowance of “other methods” based on feasibility. SB 212 was largely a negotiated compromise – especially the sharps portion of the bill. The sharps industry insisted on a mail-back only program. Stakeholders, to ensure the success of this industry-devised mail-back method, insisted on some very important provisions. Those are:

- That the mail-back container and materials be provided at the point of sale. This is vitally important to ensuring convenience for consumers. We know through experience all over the world that convenience is the most important factor in determining the success of producer responsibility programs and so this was an extremely important requirement.
- That program operators be responsible for either reimbursing local governments for sharps disposal of sharps in the waste stream or come pick them up and dispose of them.

Combined, these two provisions ensure convenience for the ultimate user and create a significant incentive for the producer to design and implement an effective program. They are foundational to the effective operation of the mail-back only program. We do not believe that the regulations should even consider the possibility of a stewardship plan for sharps that does either provide or initiate the delivery of the sharps container and mail-back materials at the point of sale unless there is a demonstrable legal concern. To do so would be inconsistent with legislative intent.

We strongly encourage the department to strike the words “or is not reasonably feasible” from lines 5 and 6 of page 3 of the second draft of proposed regulations because they are inconsistent with the authorizing statute and could significantly weaken the program.

#### **Enforcement of Implementation Timeline and Programmatic Requirements**

Our major concern in this area is that the department, to the degree possible, avoids a situation where the process of submitting, reviewing, and approving stewardship plans doesn’t drag on in ways that jeopardize program efficacy, such as multiple resubmittals of the draft plan or future amendments to the plan. We commented on our past letter about the process for determining plan completeness, as well as the process for approving/disapproving plans. While the second draft of proposed regulations don’t necessarily adopt our prior suggestions, we do believe that the statute and regulations provide the department enough authority to enforce the law.

PRC 42032(a)(1) requires a program operator to submit a complete stewardship plan that meets the requirements of the law within six months of the regulations being approved. PRC 42032(g) requires a program operator to fully implement their stewardship plan within 270 days of the department’s

approval. PRC 42035.2 gives the department authority to impose a civil penalty to a covered entity, program operator, or stewardship organization that provides, sells, or offers for sale a covered product that isn't covered by a stewardship plan. We believe the regulations, in Sections 18975, 18975.1, and 18975.2, also provide the department with the tools necessary to ensure that this program is implemented in a timely and effective manner.

We strongly encourage the department to utilize this enforcement and penalty authority if program operators do not meet implementation timelines and standards. The covered entities required to perform under the law have years of experience implementing local ordinances and will have had nearly three years of ramp-up time between the passage of SB 212 and the deadline to implement the program. There is simply no excuse for a program operator to be unprepared to meet their responsibility under the law.

Similarly, we hope the department will utilize its authority in Section 18975.2 to enforce key aspects of the program. Subsection (a) requires the department to revoke a previously approved stewardship plan if the department finds that a material requirement of the article is not being met by a program operator.

### **Education & Outreach Program**

Product stewardship programs cannot work if they are difficult to understand and navigate. The education and outreach portion of the stewardship plans needs to be robust, consistent, and accessible by all Californians. We strongly support the changes to the education and outreach portions of the regulations (Section 18973.2(j) for medicines and 18973.3(i) for sharps) because they significantly strengthen the regulations and provide clear direction to program operators.

The second draft proposed regulations require program operators to coordinate closely with other program operators or stewardship organizations on their efforts to promote awareness and participation in their stewardship programs, develop educational signage and materials in multiple languages depending on local need, develop internet websites and mobile platforms to provide vital information, establish a toll-free telephone number that provides service for the hearing- and speech-impaired and is also answered by a human representative, and metrics to evaluate and recalibrate efforts as needed. All of these components are necessary for an effective education and outreach program and we support their inclusion in the regulations.

While we understand that the plan development, submission, and approval process will ultimately determine what is in the actual education and outreach programs, we believe the regulations provide a strong foundation for success. We urge the department to be vigilant in terms of this portion of the product stewardship plan – if program operators don't get the education and outreach program correct then the entire effort will suffer.

In our comments on the first draft of proposed regulations we stated that we thought the prohibition against promoting disposal options inconsistent with the purposes of the program, contained in PRC 42031.6(b), should be re-stated in the regulations. We still believe this would be wise because of experiences on the local level where stewardship organization websites linked to information on disposal that was unquestionably in conflict with the purposes of the program.

### **Conclusion**

Thank you again for the opportunity to comment on the second draft proposed regulations. We are supportive of the direction in which the department is moving and believe that the second draft contains many improvements and ensures that this important program will effectively serve all Californians.

Sincerely,

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Doug Kobold, Executive Director  
California Product Stewardship Council

**Emily Barnett, Intergovernmental Relations  
Manager**  
Central Contra Costa Sanitary District

**Jennifer Lombardi, General Manager**  
Mendo Recycle

**Sabrina Marson, Association Staff**  
Russian River Watershed Association

**Amanda Griffis, Staff**  
Upper Valley Waste Management Agency

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Heidi Sanborn, Executive Director  
National Stewardship Action Council

**Amanda Roa, Environmental Programs Manager**  
Delta Diablo

**Veronica Pardo, Regulatory Affairs Director**  
Resource Recovery Coalition of California

**Adam C. Albert, Mayor**  
City of Thousand Oaks

**Leslie Lukacs, Executive Director**  
Zero Waste Sonoma

cc. Senator Hanna Beth Jackson  
Assemblymember Phil Ting  
Assemblymember Adam Gray  
Melissa Immel, Deputy Legislative Secretary & Chief of Legislative Operations / Gov. Newsom





Agenda Item #: 5  
Cost Center: HHW  
Staff Contact: Lukacs/Scott  
Agenda Date: 9/16/2020  
Approved By: LL

## **ITEM: Almar Parkway Property Consideration for HHW Facility**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to enter into negotiations for the purchase of 1688 Almar Parkway and designate an Ad-Hoc Committee to advise the Executive Director in the negotiation process.

### **II. BACKGROUND**

Over the last several years, ZWS staff and the Board expressed concern that the northern portion of Sonoma County has less access to household hazardous waste (HHW) programs. Similarly, the existing Permanent HHW Facility at Central Landfill is operating at full capacity with no room to expand or collect additional materials like e-waste. In an effort to address these concerns, ZWS entered into an agreement with Sweetser & Associates, Inc. on August 18, 2017 to perform an expansion analysis of the HHW program. The expansion analysis was provided to the Board on June 20, 2018 and confirmed that the northern part of the county is underserved by current HHW programs specifically the Santa Rosa, Windsor, Healdsburg, Cloverdale, and Geyserville areas. Sweetser & Associates, Inc. suggested adding a second permanent HHW facility that could become the main HHW facility in the County, and after the June 2018 Board meeting initiated a two-year search for properties.

At the January 2020 ZWS Board meeting, staff presented research for a permanent HHW facility including the following key findings: 1) The timeline from purchase to open is approximately 5 years; 2) The expected construction budget, including land and design, is \$10-\$12 million; 3) Operation costs could increase anywhere from \$350,000-\$600,000 annually. As a result of these findings, the Board requested a report investigating HHW program option alternatives to a permanent facility as well as funding options. Staff hired Sweetser & Associates, Inc. to assist with the request.

At the July 2020 Board Meeting, staff presented the HHW Program Options Analysis Report to discuss expansion alternatives to a permanent facility. While there was no formal action, the board expressed an interest in researching the option of a Mobile HHW Facility as well as continue looking for property for a permanent HHW Facility.

Lastly, ZWS has been searching for office space and was preparing to bring a lease to the March 2020 Board Meeting prior to the COVID-19 shutdown.

### III. DISCUSSION

ZWS has worked with Commercial Real Estate Agent Russ Mayer of Keegan & Coppin Co., Inc. to find a potential property in the Windsor/North Santa Rosa area with industrial zoning for the past two years. Key site characteristics for the ideal property includes proper M2 commercial zoning, location in the target area, easy access to the highway, space for a 10,000 square foot warehouse, space for a bulking room, reuse area, loading dock, and enough outside space to manage traffic flow. Searching for a property with the proper M2 commercial zoning with existing structures has been extremely difficult and limited due to historically low inventory and high costs in Sonoma County. However, Mr. Mayer identified 1688 Almar Parkway in Santa Rosa as an available property that mostly meets the key characteristics and is a strong enough candidate to bring to the Board for consideration. In addition, two Board members, the Executive Director, the HHW Program Manager, and Larry Sweetser (HHW consultant) have toured the property with Mr. Mayer.

#### 1688 Almar Parkway Existing Key Characteristics:

1. Located in the targeted Airport Area in M2 commercial zoning and outside of the Airport expansion plans
2. Lot size of 3.5 acres with plenty of room to expand
3. Existing 5,000 square foot warehouse with an extra covered 1,000 square foot overhang for a loading/unloading area
4. Includes a small office, restroom, storage room, and mezzanine within the warehouse for HHW contractors
5. Ideal space for proper traffic flow

In addition, the property has a separate 2,400 square foot office building that can permanently house current ZWS staff and a portable 200 square foot office building consisting of two offices.

The attached memo from Sweetser and Associates, Inc. outlines the needed modifications to make the existing warehouse operational for use without expansion. The current warehouse could be utilized as a smaller, functional HHW facility with some facility improvements and could be expanded at a later date as funding allows. This location also has the ability to implement additional programs such as e-waste, mattress recycling, and/or CRV collection.

### IV. FUNDING IMPACT

The asking price for the property is \$4.25 million. As of 6/30/2020, the fund balance available in our Contingency and HHW funds is \$2.4 million and a portion of this could be used towards a property purchase. Staff has also reached out to two financial consultants for proposals to:

1. Research and provide financing options for a new HHW facility including CalRecycle and/or State grants to partially offset costs, bond financing, or private financing, and
2. Develop an operating cost proforma including current and future operation estimated with annual growth and inflation estimates, financing costs estimates, debt service obligations, capital requirements, revenue and funding sources, and annual statistical estimates.

These services fall under the \$25,000 signing authority of the Executive Director.

In addition to the purchase price, additional funds will be required to complete immediate facility improvements to the existing warehouse to make it an operational HHW facility. This includes a fire suppression system with sprinklers, ventilation, dividing walls for waste storage, a secondary containment system, and a bulking room. Future improvements are needed to expand the warehouse to a full-scale HHW facility but these improvements can be phased in over time. These costs, along with financing options, available grant funding, and other considerations would all have to be factored into the Agency's determination on how to pay for the facility. This would presumably include an increase to the Agency's surcharge, although it is premature to predict the increase that would be needed.

Should the Board support the initiation of negotiations and authorize the Executive Director to move forward with making a purchase offer, the offer would be contingent upon certain conditions including property inspection, loan approval and final approval of the purchase by the Board. In addition, a feasibility study would be performed to:

- Evaluate the property for site location factors that may preclude development entirely and to identify development issues
- Analyze property codes (CA Code of Regulations, local zoning, fire and building codes, etc.)
- Analyze permitting and approvals
- Complete a Topographic survey (existing surface topography, existing stormwater features, etc.)
- Complete a Phase 1 Environmental Assessment
- Identify existing conditions and improvement options
- Complete a feasibility study report and conceptual cost estimate

Once a financial assessment and feasibility study is complete, staff would raise capital for facility expansion. The Agency's HHW surcharge fee would likely increase to offset costs. CalRecycle HHW grants for shovel ready HHW projects would be requested for this site.

## **V. ATTACHMENTS**

1. Sweetser & Associates, Inc Memo Re: HHW Facility Siting Assessment of 1688 Almar Parkway



**MEMORANDUM**

**Memo to:** Leslie Lukacs and Courtney Scott  
**From:** Larry Sweetser  
**RE:** Household Hazardous Waste Facility Siting Assessment of 1688 Almar Parkway, Santa Rosa Property  
**Date:** September 2, 2020

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Zero Waste Sonoma has been searching for a location to site a permanent Household Hazardous Waste Facility in the northern county. On August 16<sup>th</sup>, Courtney Scott and I conducted a site visit to 1688 Almar Parkway in Santa Rosa, an available property Russ Mayer with Keegan & Coppin found recently available. Russ was also on the site visit along with representatives of the owner.

This site meets the operational criteria as a suitable site to locate a new permanent Household Hazardous Waste (HHW) Facility as discussed below. The existing warehouse could be utilized as a functional HHW facility with some facility improvements and has significant potential to expand the structures at a later date as funding allows.

Existing site

- Located in northern Sonoma County 1.7 miles west of the U.S. 101 Airport Boulevard exit.
- The property is about 3.6 acres and currently utilized for semi-truck and trailer parking and minor maintenance on the fleet.
- Existing shop warehouse is over 5,000 square feet with 2 truck drive-through bays for vehicle maintenance with a small office, restroom, and mezzanine storage area.
- 1,000 square feet of covered overhang.
- On the eastern exterior is a covered drive-through bay apparently used as a truck wash.
- There is a separate office building that is 2,400 square feet.
- Portable building currently consisting of two offices. Roughly 200 square feet.

Property and Existing Facility Highlights

The property provides the following features amenable to siting a Household Hazardous Waste Facility:

- Existing warehouse that can be adapted into an HHW facility with about 132 55-gallon drum equivalents of HHW storage area which is sufficient quantity for shipments.
- The covered drive-through would be a suitable receiving area for unloading incoming vehicles.
- There is significant queuing capacity on property allowing for an excellent traffic flow.
- Existing roll-up doors to allow easy access for removal of waste containers.
- Existing 600-amp electrical service which is more than the minimum 200-amp recommendation.
- There is an established office and a staff area.
- Mezzanine storage area for supplies.
- Fire hydrant on property.
- Sufficient buffer zone from neighboring uses.
- Property has existing fencing and securable access gate.
- Significant space to accommodate expansion of the HHW facility as well as other non-HHW activities.

A potential site layout is attached for discussion purposes along with site photographs.

#### Facility improvements

The existing warehouse can be utilized for HHW with some improvements as indicated below. The warehouse size is less than the optimal 10,000 square feet but the existing footprint could be utilized effectively until expansion is possible.

- Install ventilation on the roof or at least on building sides.
- There was no visible sprinkler system that will be needed for some HHW storage. A fire hydrant is located near the office structure but capacity and proximity to the warehouse is unknown.
- Drainage and containment for sprinkler flow and potential spills will need to be established with possible insertion of drainage trenches in the concrete to allow sprinkler flow drainage. An exterior underground vault might be needed for sprinkler flow containment.
- Construct interior partitions to separate incompatibles.
- Open wall in between exterior receiving and internal storage on the eastern side with roll-up door to allow HHW to be moved from the unloading area to the storage area.
- Installing skylights would allow for a comfortable work area and decrease electrical usage.
- Bulking flammables or other HHW will be difficult within the existing structure but could be a subsequent addition or conducted in portable storage units.
- Occupancy rating of the warehouse is unknown but might require modifications to accommodate flammable storage inside or utilize exterior storage unit.
- Existing drainage system destination is not clear.
- Additional storage capacity for supplies will likely be needed.
- A forklift will be needed on site for movement of HHW and accessing mezzanine storage area.

Additional equipment for consideration includes:

- Install reuse area on exterior of warehouse possibly within a portable unit similar to the one used at the current HHW Facility.
- Locate storage for electronic waste exterior to the warehouse possibly with a truck trailer or debris box.
- Install oil tank.
- There is no loading dock for ease in placing HHW for transportation off-site, but a portable ramp or forklift could be utilized.

An environmental assessment of the property would be needed as well as an assessment of the structural integrity and existing utilities specifications.

#### Summary

The 1688 Almar Parkway property has significant potential for both short-term (with modifications) and long-term use as an HHW facility (with additional storage capacity and other improvements) as well as other Zero Waste Sonoma uses. This is the most suitable property from an operational perspective that we have reviewed since beginning the search for a new HHW Facility in 2018.



## 1688 Almar Parkway, Santa Rosa

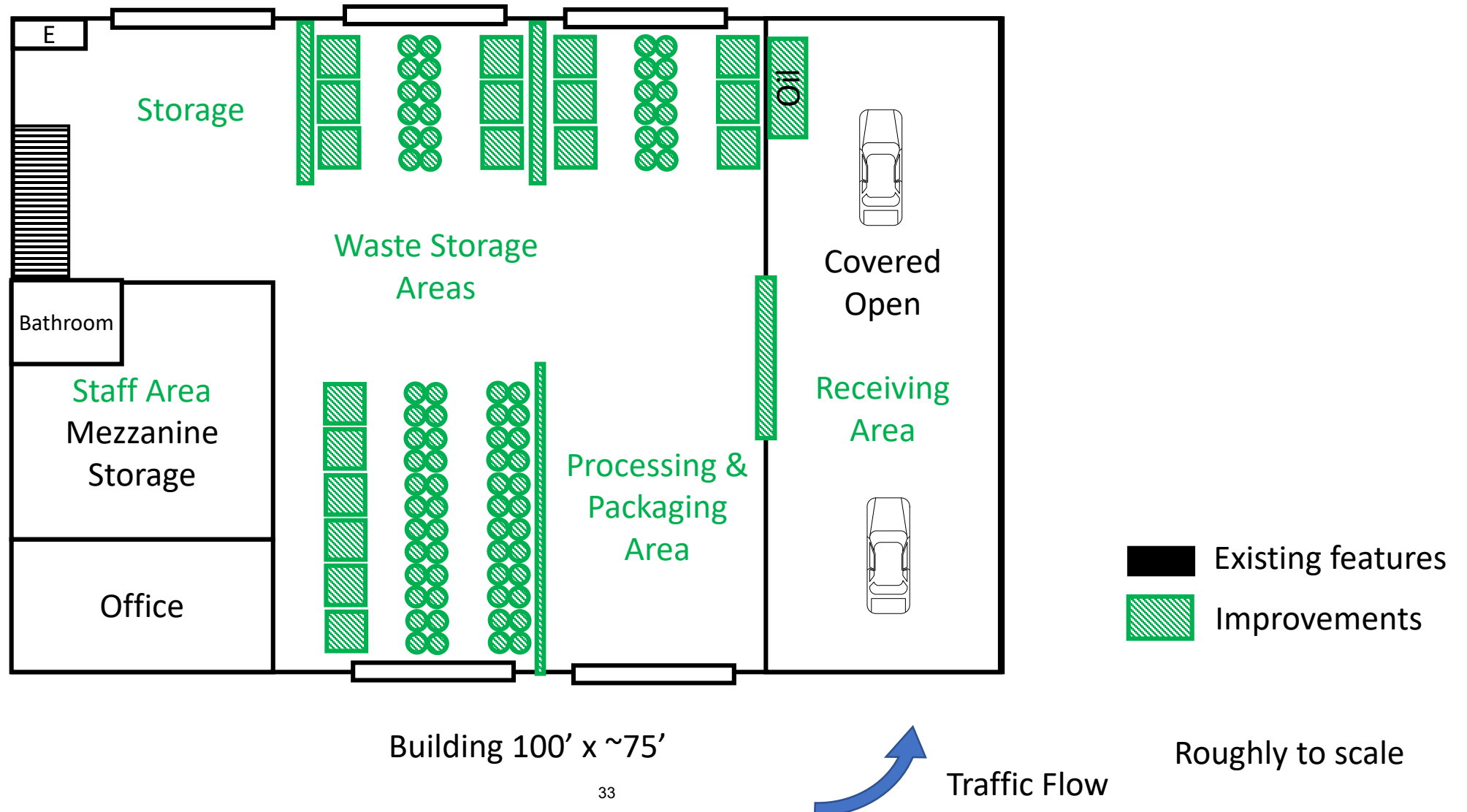
- 3.5 acres
- Existing warehouse with covered receiving area, office, break room, & mezzanine
- Existing office with space for 7 staff, break room, conference room, and yard
- Portable building currently with 2 offices
- Large property to expand services
- Plenty of parking



## IMPROVEMENTS

- Ventilation
- Sprinkler (water supply?)
- Drainage
- Walls
- Punch wall in between receiving and internal

# 1688 Almar Pkwy – Potential Conceptual Layout











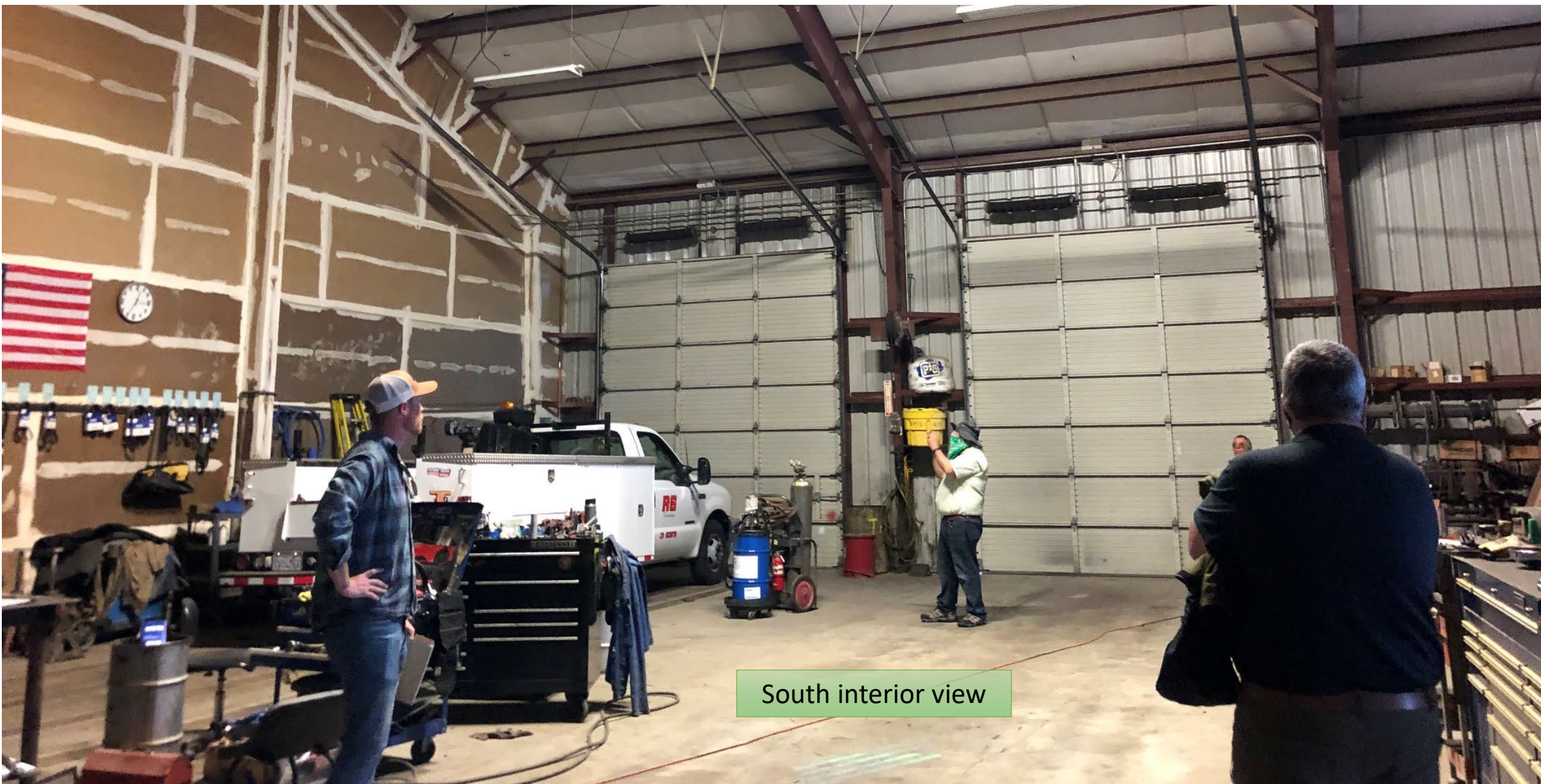
Rollup door needed in  
wall for moving HHW

Receiving area









South interior view





North interior view



Mezzanine storage

Electrical panel  
600-amp service









Warehouse Office for Contractor



Warehouse Break Room





Office Building for ZWS Staff





Conference Room



Copy Room and Desk



Private Office



Shared Office for 3





Portable Building







Agenda Item #: 6  
Cost Center: HHW  
Staff Contact: Scott  
Agenda Date: 9/16/2020  
Approved By: LL

## **ITEM: Consideration of an Agreement with APTIM Environmental & Infrastructure, LLC for a Feasibility Study of Property to Become a Household Hazardous Waste Facility**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board execute the Agreement with APTIM Environmental & Infrastructure, LLC ("APTIM") for a Feasibility Study of Property to Become a Household Hazardous Waste Facility from the execution date through September 2023.

### **II. BACKGROUND**

At the February 2020 Board Meeting, the Board approved the Request for Proposals (RFP) for a Feasibility Study of Property to become a Household Hazardous Waste (HHW) Facility and also directed staff to distribute the RFP.

The purpose of the feasibility study is to determine the existing condition of a Board-selected site and the requirements for the property to become an HHW facility. If the Board decides to make an offer on a property, the Agency will make the offer contingent upon a successful feasibility study. The contract term will begin now but services provided by the contractor will not begin until the Executive Director provides a Notice to Proceed. The Notice to Proceed would only be issued upon the acceptance of an offer for a property.

### **III. DISCUSSION**

On February 21, 2020, staff issued the RFP for a Feasibility Study of Property to Become an HHW Facility. Two proposals were received by the deadline of March 13, 2020 and the project has been on hold due to COVID-19. Proposers included APTIM Environmental & Infrastructure, LLC of Sacramento, CA and Jeff Katz Architecture in partnership with Glass Architects of Santa Rosa, CA.

The proposals were reviewed and evaluated by Leslie Lukacs, Zero Waste Sonoma (ZWS) Executive Director; Thora Collard, ZWS Administrative Manager; Courtney Scott, ZWS HHW Program Manager; and Larry Sweetser, Owner of Sweetser & Associates. Of the two proposals, APTIM was the highest ranking proposer. A table listing all of the Proposers and their ranking is included in this staff report as the Request for Proposals Comparison attachment.

### **IV. FUNDING IMPACT**

APTIM will be paid an amount not to exceed \$69,751 for a complete feasibility study as described in the scope of services. Billable services will not begin until APTIM receives a Notice to Proceed from ZWS's Executive Director. Project funding will come out of contingency reserves.

## **V. ATTACHMENTS**

1. Feasibility Proposals Score Comparison
2. APTIM Environmental & Infrastructure Contract Resolution 2020
3. APTIM Environmental & Infrastructure Agreement for a Feasibility Study of Property to Become a Household Hazardous Waste Facility 2020
4. APTIM Environmental & Infrastructure EXHIBIT A – Scope of Services
5. APTIM Environmental & Infrastructure EXHIBIT B – Project Estimate Detail by Task

**Zero Waste Sonoma Feasibility Study of Property to Become a HHW Facility  
Request for Proposals Comparison**

<b>Primary Selection Criteria</b>	<b>Possible Points</b>	<b>APTIM</b>	<b>JKA/Glass</b>
Ability to perform services as specified within the RFP and all the tasks listed above based on prior experience. Preference for CA PHHWF, then other HHW facilities, then other types of hazardous facilities.	30	18.00	20.00
Ability to perform services as specified within the RFP and the tasks listed above based on knowledge of Sonoma County, Federal, State, and local regulations.	20	12.50	17.00
Description of services offered.	20	16.75	14.75
Cost associated for any property scenario.	30	23.25	16.50
<b>Total:</b>	<b>100</b>	<b>70.50</b>	<b>68.25</b>

Dated: September 16, 2020

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOW AS ZERO  
WASTE SONOMA ("ZWS"), AUTHORIZING AN AGREEMENT WITH APTIM ENVIRONMENTAL &  
INFRASTRUCTURE, LLC FOR A FEASIBILITY STUDY OF PROPERTY TO BECOME A HOUSEHOLD  
HAZARDOUS WASTE FACILITY

WHEREAS, Contractor represents that it is duly qualified and experienced in  
conducting feasibility studies and associated tasks; and

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary  
and desirable to employ the services of Contractor to perform a feasibility study of property to  
become a household hazardous waste facility.

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes  
the Chairperson of the Board to execute a three-year Agreement with APTIM Environmental &  
Infrastructure, LLC for a Feasibility Study of Property to Become a Household Hazardous Waste  
Facility.

MEMBERS:

- - Cloverdale	- - Cotati	- - County	- - Healdsburg	- - Petaluma
- - Rohnert Park	- - Santa Rosa	- - Sebastopol	- - Sonoma	- - Windsor

AYES: - -      NOES: - -      ABSENT: - -      ABSTAIN: - -

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:                      DATE: September 16, 2020

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Clerk of Zero Waste Sonoma of the State of California  
in and for the County of Sonoma



## Agreement for Consulting Services

This agreement ("Agreement"), dated as of September 16, 2020 ("Effective Date") is by and between the Zero Waste Sonoma (also known as Sonoma County Waste Management Agency), (hereinafter "Agency"), and Aptim Environmental & Infrastructure, LLC, a **Louisiana Limited Liability Company** (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in architecture, design, engineering, and related services; and

WHEREAS, in the judgment of the Agency, it is necessary and desirable to employ the services of Consultant to perform a feasibility study of a property to become a permanent household hazardous waste (HHW) within Sonoma County.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

1.1 Consultant's Specified Services. This Agreement is entered into for the purpose of performing a feasibility study of a property to become a permanent HHW facility for the Agency. Consultant shall perform services as defined in Exhibit A, Scope of Services upon the receipt of a written Notice to Proceed from the Executive Director of the Agency.

1.2 Cooperation with Agency. Consultant shall cooperate with Agency and Agency staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its reasonable discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are



deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment.

2.1 Consultant shall wait for a Notice to Proceed from the Agency's Executive Director to begin billable services.

2.2 Consultant shall be paid an amount not to exceed sixty nine thousand seven hundred fifty one dollars (\$ 69,751) for services rendered in accordance with tasks detailed in Section 1.1 and Exhibit B, upon monthly submission of progress reports, verified claims and invoices, in triplicate. Payments shall be made in the proportion of work completed and approved by the Agency based upon progress reports to total services to be performed. Consultant's invoices shall be paid within thirty (30) days from the date of the invoice.

2.3 Monthly progress reports shall be submitted by Consultant and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

3. Term of Agreement. The term of this Agreement shall be from September 16, 2020 to September 16, 2023, unless terminated earlier in accordance with the provisions of Article 4 below.

## 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, or otherwise violate any of the terms of this Agreement, the other party shall have a period of ten (10) days after written notification of default in which to cure said default. If default is not cured within said ten (10) day cure period, the terminating party may immediately after the cure period terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9 and shall submit to Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment

specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if Agency terminates the Agreement for cause pursuant to Section 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant.

## 5. Indemnification

5.1 Indemnity for Design Professional Services (Tasks 3 and 6). In connection with the provision of professional services listed in Tasks 3 and 6 in of the Scope of Services for this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, members, and volunteers serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and injury to any property, to the extent that the same arise out of the negligence or willful misconduct of Consultant or any of its officers, employees, or subconsultants in the performance of professional services listed in Tasks 3 and 6 in Exhibit A of this Agreement with the exception of loss or damage resulting from the Agency's sole, active negligence or willful misconduct. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all reasonable costs and expenses, including actual attorney's fees, incurred in connection with such defense.

5.2 Indemnity for Other Professional Services (Tasks 1-9 and 10). In connection with all claims not covered by Section 5.1 above and services provided in Tasks 1-9, and 10 in Exhibit A of this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, and volunteers serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damages, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and any injury to any property, to the extent that the same arise out of, Consultant's performance of work under this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all reasonable costs and expenses, including actual attorney's fees, incurred in connection with such defense.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount of One Million Dollars (\$1,000,000.00) single limit and Two Million Dollars (\$2,000,000) for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount of One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount of One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.5 Documentation. The following documentation shall be submitted to the Agency:

a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.6 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Consultant, Agency may deduct

from sums due to Consultant any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, a pandemic or epidemic or infectious disease outbreak (e.g. COVID-19), government actions (both civil and/or military authority) in response to an epidemic or pandemic or infectious disease outbreak, Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

#### 9. Representations of Consultant.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed with the professional skill and care ordinarily provided by members of the same profession practicing at the same time in the same or similar locality under the same or similar circumstances and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Agency shall not operate as a waiver or release. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services, and nothing stated in this Agreement shall be interpreted to require Consultant to exercise professional skill and care greater than the required in this Section 9.1.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance

regarding any withholding or other applicable taxes. Consultant agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed by Consultant. In addition, if requested to do so by Agency, Consultant shall complete and file and shall require any other person doing work under Consultant and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Consultant assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Agency or destroy (with destruction to be certified by Consultant if so, directed by Agency) all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing or by email. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma  
Attention: Courtney Scott  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403  
Phone: (707) 565-3632

Consultant: Aptim Environmental & Infrastructure, LLC  
Attention: Darrell Thompson  
420 Exchange, Suite 150  
Irvine, CA 92602  
(760) 977-8106

With copy to: Aptim Environmental & Infrastructure, LLC  
Attention: Legal Department  
4171 Essen Lane  
Baton Rouge, LA 70809

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by e-mail, the notice bill or payment shall be deemed received upon transmission as long as the e-mail is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.9 Entire Agreement. This Agreement and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto and thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: Zero Waste Sonoma

By: \_\_\_\_\_  
Chair

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUBSTANCE BY  
AND CERTIFICATES OF INSURANCE  
ON FILE WITH:

By: \_\_\_\_\_  
Agency Director

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_  
Agency Counsel



# EXHIBIT A

## SCOPE OF SERVICES

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The following is APTIM's Scope of Services and Approach.

### **Task 1: Project Scoping**

APTIM understands that every unit of local government or governmental agency has its own identity. Our goal will be to understand the unique mission and values of Zero Waste Sonoma as the face of the Sonoma County Waste Management Agency. We will strive to tailor our project approach to the needs and interests of its members.

In order to meet this goal and ensure a coordinated approach to the project, APTIM will conduct a project kick-off meeting with Zero Waste Sonoma and key members of our project team. The kick-off meeting will also allow us to introduce our project team in person, obtain an understanding of the location of the desired property and facility requirements, and to confirm project objectives and deliverables.

### **Task 2: Property Research**

APTIM's team will evaluate the candidate property for site location factors that may preclude development entirely, and to identify development issues which may require additional endeavor to reconcile prior to proceeding. This will include the following:

- **Zoning and Land-Use Compatibility** – APTIM will review zoning maps and available surveys for the candidate site and surrounding area to identify, permitted uses, easements, restrictions, setbacks, dedications, and ingress and egress opportunities or restrictions. Typically, this effort also includes a desktop and street-level field reconnaissance to identify and evaluate any potential impact due to the presence of any residentially zoned areas or dwellings that may be present.
- **Utility Service** – Assessment of the location of water and sanitary sewer service lines relative to the candidate site.
- **Roadways** – Review of published information regarding area roadway weight limits, and evaluations to determine if an adequate, compatible truck routes to and from the candidate site are available.
- **Other Factors** – Aptim also evaluates governmental records for the presence of the 100-year floodplain, wetlands or waters of the U.S., recorded historic or archaeological sites, recorded endangered or threatened species, known political considerations, and other concerns.

### **Task 3: Photo Documentation**

APTIM's key team members will visit the candidate property in order to evaluate existing conditions. This will include documentation of any observations and photographic documentation of the site, any existing structures, and of the surrounding area. These photographs will be compiled into a photo log that include descriptions of each photograph.

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If interested, APTIM can provide FAA licensed drone survey and photographic documentation of the selected property for minor additional cost. APTIM's Reality Capture team is able to collect accurate surface data in a safe, efficient manner using our drones to collect the data and our photogrammetric software to post process the data and create 3d models. Surface models and topographic maps can be created and used for volume calculations and engineering/site design activities.



#### **Task 4: Code Analysis**

APTIM's team will review the current California Code of Regulations, local zoning ordinances, fire and building codes, and any other applicable regulations regarding the design, management, and operations of HHW. A summary of requirements will be provided as they pertain to the proposed new HHW facility.

#### **Task 5: Permitting and Approval Analysis**

The construction and operation of an HHW collection facility requires numerous permits. APTIM will provide Zero Waste Sonoma with a summary of the permitting and approval process. This will also include any identified special study requirements, offsite improvements, and/or other permitting concerns. As recommended by Zero Waste Sonoma, APTIM has included budget to meet with representatives of the jurisdiction in which the facility is proposed to be located in order to understand any unique permitting requirements that may exist.

Numerous permits and approvals are subject to requirements of the following agencies where applicable:

- County Planning Department
- City/County Clerk
- Building Department
- Local Utility Company
- Public Works Department
- Local Enforcement Agency/CalRecycle
- Regional Water Quality Control Board (RWQCB)
- Air Pollution Control District/Air Quality Management Board or equivalent agency
- Fire Department
- California Highway Patrol

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- Department of Toxic Substances Control
  - California Department of Health Services—Radiological Health Branch
  - Certified Unified Program Agency (CUPA)
  - Occupational Health and Safety Certification
  - State Board of Equalization—Environmental Fee Division
  - U.S. Army Corp of Engineers
  - Wetland regulations: 402 Permit (if impacting wetland(s) or navigable waterway)

### **Task 6: Topographic Survey**

APTIM will obtain ALTA and topographic surveys of the selected parcel to be conducted by **F3 & Associates** surveyors. The ALTA survey will be prepared in accordance with the most recent Standard Detail Requirements as of the date of the survey, and will include items 1,2,4, 7(a), 9 and 11 (Observed evidence) from the Table A items as part of the ALTA Survey standards. It is assumed that Zero Waste Sonoma will provide a current title commitment and all Schedule B documents per the ALTA standards.

These surveys are also intended to include existing surface topography, and existing surficial stormwater features (basins and invert elevations), and/or other on-site utilities. The topographic portion of the surveys will be done to the California minimum standards for a topographic survey. It will be based on the California State Plane Coordinate System (NAD 83 datum for Zone 2) and NAVD 1988 vertical datum.

### **Task 7: Phase 1 Environmental Assessment**

APTIM will complete a Phase I Environmental Site Assessment (ESA) and report for the selected parcel in accordance with ASTM International (ASTM) Phase I ESA of Commercial Real Estate (ASTM Designation E 1527-13) and U.S. Environmental Protection Agency (USEPA) 40 CFR Part 312, Standards and Practices for All Appropriate Inquiry; Final Rule, November 1, 2005 (i.e., agency data gathering with site visit).

APTIM will perform the Phase I ESA to provide general understandings of the current and historical site environmental activities. This task includes;

- Acquisition and review of facility database information (i.e., regulatory database radius search, Sanborn® maps, city directories, historical topographic and aerial maps);
- A review of available corporate reports or records related to environmental issues, releases, or other incidents;
- An investigation of the historical use of the property by examining records at local municipal offices. The search will go back to the first developed use of the site or to 1940, whichever date is earlier;

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- A review of available property records and related information (tax assessor's office, fire department, building department, etc.) to ascertain previous ownership and historical property use, to the extent these records are available;
  - Documentation of information available on general geology and topography of the property; local groundwater conditions; sources of water, power, and sewer; and proximity to ecologically sensitive receptors (e.g., streams);
  - A review of available local regulatory agency records pertinent to the property to determine the potential for negative impacts to the subject property;
  - A review of potential environmental liens or engineering and institutional controls relative to the subject property;
  - Preparation of a written report describing in detail each identified Recognized Environmental Condition (REC) including the rationale as to why the observed condition is deemed an REC;
  - A limitations section, which will describe any limitations encountered that may have impacted completion of the listed scope of work and the reasons why the limitation could not be rectified prior to completion and submission of the report; and
  - An on-site inspection of the property for visual evidence of potential environmental concerns including:
    - Existing or potential soil and/or water contamination, hazardous substance and/or petroleum hydrocarbon contamination as evidenced by soil staining, discoloration, stressed vegetation, or indications of waste dumping/burial;
    - Pits, ponds, or lagoons;
    - Presence of any groundwater monitoring, observation, and oil and gas wells;
    - Containers of hazardous substances or petroleum products;
    - Waste management, on- and off-site disposal activities including potentially hazardous wastes, storage locations, containment, proximity to floor drains, etc;
    - Electrical equipment that may contain polychlorinated biphenyls such as electrical transformers and capacitors;
    - Underground storage tanks and aboveground storage tanks; or
    - Property line visual assessment of adjoining properties for evidence of potential environmental conditions that may affect the subject property.

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### *ASTM-Compliant Reporting*

The report will also include a description of all activities performed by APTIM including the results of the historical review, regulatory database review, and all site inspection findings and will include a listing of all recognized environmental conditions. Per ASTM guidance, no business recommendations will be offered in the body of the report. The Phase I ESA report will also include a location map, not-to-scale site plan, photographic log of key observations, copies of all environmental databases, and any other relevant information obtained during the course of the ESA.

Given the typical 20-day or more response time from state, federal, and/or local agencies related to file review requests (per ASTM 1527-13, Section 8.1.5, Reasonable Time and Cost), APTIM may not have acquired all relevant agency documents prior to the final report publication. This potential data gap is acknowledged by all parties upon project award.

### *Documents Requested from Zero Waste Sonoma*

According to ASTM E1527-13, the property user is responsible to provide the environmental professional with any environmental knowledge of the property, including environmental reports (i.e. former Phase I ESAs, etc.), land-use restrictions (i.e. deed notifications, etc.) or reasons why the property may be assessed at a lower market rate value due to environmental issues. To facilitate the User responsibilities, a User Questionnaire, derived in part from ASTM E1527-13 Appendix X3 and ASTM E2600-10 Appendix X3, will be submitted to the designated User representatives upon the authorization to proceed.

Chain-of-Title documentation is typically provided by the client/user. If a chain-of-title is not available, yet specifically requested to be included within either Phase I ESA, the cost of the title research will be added to the Phase I ESA cost at \$300 per parcel requested for one owner/deed. If title research is not requested for this assessment, a deviation will be noted in the Phase I ESA report. APTIM will not proceed with chain-of-title research until specific authorization has been received.

### *Assumptions*

APTIM has based the Phase I Environmental Site Assessment on the following assumptions:

- Specific property information will be made available to APTIM, if available (i.e., parcel number[s], deed volume, page, instrument number, etc.).
- APTIM will be provided a contact for the visit/interview.
- Travel and the site reconnaissance can be completed in one day.
- In-person file reviews with state and local agencies, if needed, can be completed concurrent with the site reconnaissance travel and require no additional travel day(s).

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- Agency records are sufficient in detail, reasonably ascertainable, and practically reviewable (i.e., received within 20 days of request).
  - Agency files and any historical property reports can be reviewed in under four cumulative man hours.
  - A site-specific health and safety plan will be developed.
  - All work can be completed during normal business hours.
  - Hazardous travel conditions, if present, may require a work delay.

### **Task 8: Existing Conditions Drawings**

APTIM will prepare an existing conditions drawing(s) that will at a minimum include topography from Task 6, property boundaries, conceptual site grading, drainage, and findings from Task 7, the Phase 1 Environmental Assessment. As further described under Task 9, this drawing will be part of a larger conceptual drawing set.

### **Task 9: Improvement Options**

In coordination with Zero Waste Sonoma, APTIM will develop a conceptual HHW facility design. This design will include facility layout and various salient design features. The conceptual site design process will include:

- Sizing infrastructure to adequately process required waste volumes;
- Establishing site geometrics to assure safe and efficient vehicle movements;
- Incorporating screening and features to appropriately buffer the facility;
- Providing ancillary site facilities, as needed and appropriate, to promote efficient site operations; and
- Incorporation of preliminary site stormwater management features, incorporating best management practice technology where appropriate.

Using previous task findings and upon coordinating with Zero Waste Sonoma on general design parameters, APTIM will recommend solutions for the site and building improvements and will prepare a conceptual design drawing set that will include an existing conditions drawing (generated per Task 6 above), a proposed site plan, a traffic flow pattern drawing, and a building floor plan.

This proposal does not include the development of construction level drawings or specifications. The development of construction level drawings is generally a much larger effort. APTIM can perform these tasks under a separate scope of service as described in Task 11.

APTIM will provide enough information in the conceptual drawing set to allow Zero Waste Sonoma to obtain proposals from design/build contractors. Design-build is a method of project delivery in which a design/build contractor provides design and construction services from an initial concept plan through completion.

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### **Task 10: Feasibility Study Report and Conceptual Cost Estimate**

APTIM will prepare a final feasibility study report that includes a summary of all of the above tasks. This report will include the results of our property research, documentation of existing conditions, code and permitting analysis, and a drawing set including existing conditions and the recommended conceptual site and building improvements. APTIM will also include in the feasibility study report, a general estimate of construction cost of the recommended concept design using published information and previous experience.

However, as previously indicated, APTIM does not propose to provide construction level design drawings with advanced civil or architectural, mechanical and electrical system designs. APTIM can perform these tasks under a separate scope of service as described in Task 11.

### **Task 11: Additional Projects Not Yet Identified (Additional Cost)**

Should Zero Waste Sonoma decide to move forward with facility development, APTIM can provide a proposal for obtaining grants from CalRecycle, procurement, design, and construction phase services. We can aid the Agency in procurement of a design/build firm using concept level design drawings.

Alternatively, APTIM can provide Zero Waste Sonoma with a design team that will develop a bid package including construction level plans and specifications. This would include the provision of architecture, structural, mechanical, electrical, plumbing and fire protection engineering services to prepare design and construction bidding documents for the HHW facility in conformance with applicable building code requirements. APTIM can prepare a formal bid specification package and cost estimate request associated with implementing the improvement activities which can be submitted to qualified contractors selected by APTIM in coordination with the Agency. Upon receipt of completed bid packages and cost estimates from pre-selected contractors, APTIM can conduct an evaluation of the bids and estimated costs for completeness and accuracy, and conduct a comparative analysis and award recommendation.

The following is a partial listing of additional services that we can provide through the design and construction phase of the project:

#### General

- Review and evaluate technical aspects of proposed contract(s) between the Agency and the design/build firm or general contractor;
- Coordinate and manage the activities of the project between the Agency and the selected design/build firm or general contractor in order to facilitate meeting of the project milestones, schedule and budget;
- Provide the Agency with updates to the schedule and weekly progress reports;
- Maintain project files, data and information;
- Conduct periodic meetings throughout the course of the project;

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- Facilitate the flow of communications and information between the Agency and the design/build firm or general contractor to ensure that the Agency's needs are being satisfied;
  - Advise and provide construction phasing recommendations to facilitate minimization of impacts to existing operations;
  - Review and evaluate the invoices from the design/build firm or general contractor for accuracy and provide payment authorization recommendations;
  - Assure consistency with special use zoning approval and solid waste permits; and
  - Advise the Agency with respect to observed issues that could impact schedule or cost.

#### Design Phase

- Assist the Agency in establishing design criteria and project requirements;
- Monitor the preparation of construction documentation including preliminary drawings, specifications, and geotechnical, architectural, engineering and other studies necessary for the development and completion of the project;
- Make advisory recommendations to the Agency and design/build firm or general contractor regarding any design changes that may be required by regulatory authorities; and
- Coordinate the finalization of the construction documents for the project.

#### Construction Phase

- Conduct pre-construction meetings as necessary;
- Review all submittals, requests, and other communications relating to the design or construction documents;
- Make visits to the project site to inspect work and progress;
- Attend building inspections as needed;
- Consult with the Agency regarding proposed changes and modifications to the construction documents;
- Review and evaluate change order requests by the design/build firm or general contractor and, if necessary, conduct an investigation;
- Respond to any questions from the Agency regarding the work or progress of construction, construction methods, scheduling, and the like;
- Review the design/build firm or general contractor's notice of substantial completion;
- Advise the Agency on the acceptability and completeness of the work;
- Obtain as-built drawings, specifications, and all operation and maintenance manuals, warranties and guarantees; and
- Coordinate turnover of the Project when completed.





PROJECT NUMBER: 631013770  
PROPOSAL NUMBER: 631013770

SPM REVISION: 2020 - REV 20.1a  
Release Date: 01/01/20  
Date Pricing Model was Prepared: 3/13/20

Project Estimate  
Detail By Task  
03/13/20  
Zero Waste Sonoma HHW

1) Labor		Scoping				Property Research				Photo Documentation				Code Analysis				Permitting Analysis				Topo Survey				Phase 1 Assessment				Existing Conditions Drawing				Improvement Options				Feasibility Study				Totals =				
		Tsk-001				Tsk-002				Tsk-003				Tsk-004				Tsk-005				Tsk-006				Tsk-007				Tsk-008				Tsk-009				Tsk-010								
Aptim Labor Title		Aptim Labor Bill Rate		Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Contract Labor Hours	Price	Aptim Labor Hours	Price											
Admin Asst II		\$	64.00	1	-	\$	64.00	2	-	\$	128.00	1	-	\$	64.00	2	-	\$	64.00	1	-	\$	64.00	2	-	\$	128.00	1	-	\$	64.00	1	-	\$	64.00	14	\$	896.00								
Civil/Struc Design Tech III		\$	85.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	2	-	\$	170.00	32	-	\$	2,720.00	70	-	\$	5,950.00	6	-	\$	510.00	110	\$	9,350.00				
Client Prog Mgr III		\$	195.00	12	-	\$	2,340.00	8	-	\$	1,560.00	-	-	\$	-	4	-	\$	780.00	4	-	\$	780.00	4	-	\$	780.00	1	-	\$	195.00	1	-	\$	195.00	8	-	\$	1,560.00	8	-	\$	1,560.00	50	\$	9,750.00
Proj Mgr III		\$	230.00	1	-	\$	230.00	1	-	\$	230.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	1	-	\$	115.00	-	-	\$	-	-	-	\$	-	1	-	\$	230.00	4	\$	805.00				
Proj Mgr II		\$	175.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	5	-	\$	875.00	-	-	\$	-	40	-	\$	7,000.00	24	-	\$	4,200.00	69	\$	12,075.00				
Proj Mgr II		\$	175.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	32	-	\$	5,600.00	32	\$	5,600.00				
Civil/Struc Engr II		\$	95.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	35	-	\$	3,325.00	-	-	\$	-	-	-	\$	-	-	-	\$	-	35	\$	3,325.00				
		\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	-	\$	-	-	\$	-				
Total Labor				14	-	\$	2,634.00	11	-	\$	1,918.00	1	-	\$	64.00	6	-	\$	908.00	5	-	\$	844.00	5	-	\$	844.00	46	-	\$	4,808.00	34	-	\$	2,979.00	119	-	\$	14,574.00	73	-	\$	12,228.00	314	\$	41,801.00

Expenses Category	Scoping	Property Research	Photo Documentation	Code Analysis	Permitting Analysis	Topo Survey	Phase 1 Assessment	Existing Conditions Drawing	Improvement Options	Feasibility Study	Totals =
	Tsk-001	Tsk-002	Tsk-003	Tsk-004	Tsk-005	Tsk-006	Tsk-007	Tsk-008	Tsk-009	Tsk-010	
	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Subcontractors	\$ -	\$ 5,375.00	\$ 537.50	\$ 3,762.50	\$ 1,075.00	\$ 14,512.50	\$ 430.00	\$ -	\$ -	\$ -	\$ 25,692.50
Per Diem and Travel	\$ 537.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645.00	\$ -	\$ 537.50	\$ 537.50	\$ 2,257.50
Total Expenses	\$ 537.50	\$ 5,375.00	\$ 537.50	\$ 3,762.50	\$ 1,075.00	\$ 14,512.50	\$ 1,075.00	\$ -	\$ 537.50	\$ 537.50	\$ 27,950.00

Contract Cap Adjustment												\$ -
Total Price	\$ 3,171.50	\$ 7,293.00	\$ 601.50	\$ 4,670.50	\$ 1,919.00	\$ 15,356.50	\$ 5,883.00	\$ 2,979.00	\$ 15,111.50	\$ 12,765.50	\$ 69,751.00	