



Scott Alvord, City of Roseville, Chair

Shanti Landon, Placer County

Bonnie Gore, Placer County

Bill Halldin, City of Rocklin

Dan Karleskint, City of Lincoln

Ken Grehm, Executive Director

# WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**JULY 13, 2023 5:00 PM**

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

*The WPWMA Board of Directors JULY 13, 2023 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <https://placer-ca-gov.zoom.us/j/99544659181>*

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

1. Call Meeting to Order
2. Pledge of Allegiance (Director Landon)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
6. Announcements & Information
  - a. Reports from Directors
  - b. Report from the Executive Director (Ken Grehm)
  - c. Financial Reports (Eric Oddo) Pg. 3
  - d. Monthly Tonnage Reports (Eric Oddo) Pg. 5
  - e. MRF Improvements Project Update (FCC) Pg. 11
7. Action Items
  - a. Minutes of the Board Meeting held June 8, 2023 Pg. 13  
Approve as submitted.
  - b. Stakeholder Working Group (Emily Hoffman) Pg. 17
    1. Adopt Resolution 23-04 commending the Stakeholder Working Group for its service to the WPWMA related to the Renewable Placer Waste Action Plan and formally concluding the Stakeholder Working Group.

2. Approve the creation of a new Working Group comprised of the WPWMA's adjacent landowners and tenants with the purpose of furthering understanding and implementation of the Renewable Placer Waste Action Plan and development of a local circular economy.
3. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

c. Education Working Group (Emily Hoffman) Pg. 23

1. Approve the creation of an Education Working Group with the purpose of convening local partners in K-12 and higher education to establish an agency-specific Education Program that realizes the WPWMA's education goals and spurs meaningful inspiration and progress for developing a local circular economy.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

d. WPWMA Board Voting Methodology (Ken Grehm) Pg. 25

Conduct a workshop to discuss the WPWMA Board of Directors' voting methodology and provide direction to staff regarding possible adjustments.

8. Closed Session

- a. Government Code §54957(b)(1) – Public Employee Performance Evaluation  
Title: WPWMA Executive Director

9. Upcoming Agenda Items

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

10. Adjournment

**Western Placer Waste Management Authority - Operations Fund Income Statement**  
(unaudited/depreciation excluded)

Year-to-Date  
May 2023

	Year to Date				Notes
	Annual Budget	Budget	Actuals	Variance	
<b>Revenue</b>					
42010:Investment Income					
Interest / Investment Income	104,614	95,896	242,375	146,479	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	-	-	1,073,591	1,073,591	Interest earned on bond funds - not included in Budget
42030:Rents and Concessions	592,577	543,195	432,338	(110,857)	Energy 2001 royalty payments approximately 66% of projected figures
44270:State Aid - Other Programs	-	-	78,520	78,520	Due to variable nature, staff do not include state grant funds as a budgeted revenue source.
46240:Sanitation Services - Other	31,617	31,052	29,499	(1,553)	Tipping fee revenues tracking ~0.6% below budgeted amounts
46250:Solid Waste Disposal	45,173,775	41,083,685	40,848,934	(234,751)	Tipping fee revenues tracking ~0.6% below budgeted amounts
46430:Insurance	208,637	-	361,580	361,580	Reflects final portion of MRF fire insurance settlement
48030:Miscellaneous	40,000	36,667	112,284	75,617	Includes payment from Nortech for recyclable revenue sharing (\$47,686) and CCTV system (\$25,000)
49040:Gain/Loss on Fixed Asset Disposal	1,130,560	1,130,560	1,085,560	(45,000)	Received payment from FCC on 14 of the 15 trucks sold; working with DMV to switch title from Nortech on the 15th truck
<b>Total Revenue</b>	<b>47,281,780</b>	<b>42,921,055</b>	<b>44,264,681</b>	<b>1,343,626</b>	
<b>Expenses</b>					
<b>Capital Assets:</b>					
54430:Buildings & Improvements	30,603,376	30,603,376	9,271,524	21,331,852	Expected costs from FCC related to MRF improvements not yet realized
54450:Equipment	19,701,502	19,411,902	18,299,178	1,112,724	Expected costs from FCC related to MRF improvements not yet realized
54470:Infrastructure	695,000	113,934	-	113,934	Infrastructure projects not started - select projects planned for FY 23/24
54480:Land Improvements	7,891,710	7,891,710	7,056,749	834,961	Module 6 excavation completed ahead of schedule; differential associated with compost pond project not yet completed.
<b>Operating Expenses:</b>					
51010:Wages and Salaries	2,151,929	1,912,826	2,058,206	(145,381)	Approx \$35,990 assoc. w/ OT, \$21,457 and w/ acc'd leave cash outs for a total of \$57,447
52030:Clothing and Personal	6,000	5,500	2,911	2,589	
52040:Communication Services Expense	16,882	15,475	7,841	7,635	
52050:Food	1,000	917	1,472	(555)	
52060:Household Expense	3,000	2,750	206	2,544	
52080:Insurance	341,907	313,415	344,949	(31,534)	Insurance premiums greater than budgeted. Anticipate tracking ~\$30k over budget by end of FY
52140:Parts	3,000	2,750	220	2,530	
52160:Maintenance	32,911	30,168	33,689	(3,521)	Includes full annual payment for SCADA support (\$9,203) and Drone software (\$16,000)
52161:Maintenance - Building	30,000	22,500	-	22,500	No building maintenance costs realized to date.
52170:Fuels & Lubricants	2,000	1,833	4,382	(2,548)	Increased fuel cost for generators during January storms
52180:Materials - Buildings & Improvements	1,000	917	228	688	
52240:Professional / Membership Dues	5,000	5,000	9,550	(4,550)	Includes an unbudgeted, one-time cost of \$2,995 to register for Federal grant opportunities over the next 5 years.
52250:Services and Supplies	1,000	917	-	917	
52260:Misc Expense	-	-	-	-	
52320:Printing	32,200	29,517	13,290	16,227	Reducing printing costs to degree possible.
52330:Other Supplies	25,000	22,917	15,599	7,317	Lower office supply demand to date.
52340:Postage	4,110	3,767	2,853	914	Reducing hardcopy mailing costs to degree possible
52360:Prof. & Special Svcs - General	2,975,659	2,612,557	2,513,293	99,264	Several smaller consultant contracts not yet initiated.
52370:Professional and Special Services - Legal	160,000	146,667	115,041	31,625	Lower than expected legal counsel costs to date
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	5,000	5,000	-	5,000	Costs related to CCTV system maintenance; originally budgeted under 52360
SC3180 MRF Operations	29,208,676	25,904,951	26,522,810	(617,859)	Includes ~\$349,000 in one-time costs paid to Nortech and higher FCC fees due to increased processed tonnages.
SC3190 Landfill Operations	2,791,477	2,558,854	2,328,593	230,261	Lower disposal quantities than budgeted.
SC3320 Environmental and Ecological Services	300,000	275,000	74,611	200,389	Lower than expected County staff time billed to WPWMA-related projects
SC3322 Hazardous Waste	60,000	60,000	52,705	7,295	Full payment for annual HHW collection date realized. Any future costs related to cost sharing agreement with Sac.
52390:Prof. & Special Svcs - County	249,600	228,800	164,982	63,818	Lower than expected County professional service costs to date.
52400:Prof. & Special Svcs - IT	135,200	123,933	4,557	119,377	IT costs not yet billed or realized
52440:Rents and Leases - Equipment	100	92	70	22	
52450:Rents and Leases - Buildings & Improvements	100	92	-	92	
52460:Small Tools & Instruments	1,000	917	727	189	
52480:PC Acquisition	12,500	12,500	-	12,500	Costs associated with server upgrades and one new workstation. Costs not realized or billed yet.
52510:Commissioner's Fees	6,000	5,500	5,400	100	
52540:Signing & Safety Material	10,000	9,167	262	8,905	Costs for new facility signage not yet realized or billed.
52560:Small Equipment	100	92	-	92	
52570:Advertising	20,000	18,333	20,085	(1,752)	Includes annual purchase of "premium items" for give aways and public outreach events
52580:Special Department Expense	10,000	9,167	7,541	1,626	Costs for office furniture for new staff not yet realized.
52785:Training / Education	10,000	7,500	1,338	6,162	Costs for staff training not yet realized or billed.
52790:Transportation and Travel	48,000	44,000	42,404	1,596	
52800:Utilities	250,000	229,167	102,695	126,472	Annual leachate disposal and new sewer discharge fees not realized yet.
52810:Operating Materials	1,000	917	-	917	
53050:Debt Issuance Costs	999,464	999,464	999,464	-	One time costs at realized when bonds were issued in September 2022. No additional costs expected this FY.
53060:Bond Interest	3,488,615	3,488,615	3,409,868	78,747	First bond payment due June 2023
53110:Interest	-	-	-	-	Associated with overdrew on bond proceeds.
53190:Taxes and Assessments	549,512	412,134	442,445	(30,311)	Includes \$22,583 and \$59,630 in annual APCD and Water Board permitting costs, respectively.
53250:Contributions to Other Agencies	269,442	269,442	265,287	4,155	Annual CFD payment lower than projected.
53390:Transfer Out A-87 Costs	84,000	77,000	36,174	40,826	Annual A-87 payment lower than projected.
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	20,800	(20,800)	Costs associated with annual audit. Final Budget included \$20k for audit under account 52360
59000:Appropriation for Contingencies	-	-	-	-	
<b>Total Expenses</b>	<b>103,193,972</b>	<b>97,891,949</b>	<b>74,254,000</b>	<b>23,637,949</b>	
<b>Net Income/(Loss)</b>	<b>(55,912,191)</b>	<b>(54,970,894)</b>	<b>(29,989,319)</b>	<b>24,981,575</b>	
<b>Additional non Income Statement Transactions:</b>					
Bond Proceeds	57,867,742	57,867,742	28,570,166	29,297,576	
Planned use of Reserves	4,195,000	3,845,417	1,419,153	2,426,264	
<b>Total with Bond Proceeds and Reserves</b>	<b>6,150,550</b>	<b>6,742,265</b>	<b>-</b>	<b>56,705,414</b>	

**Notes:**

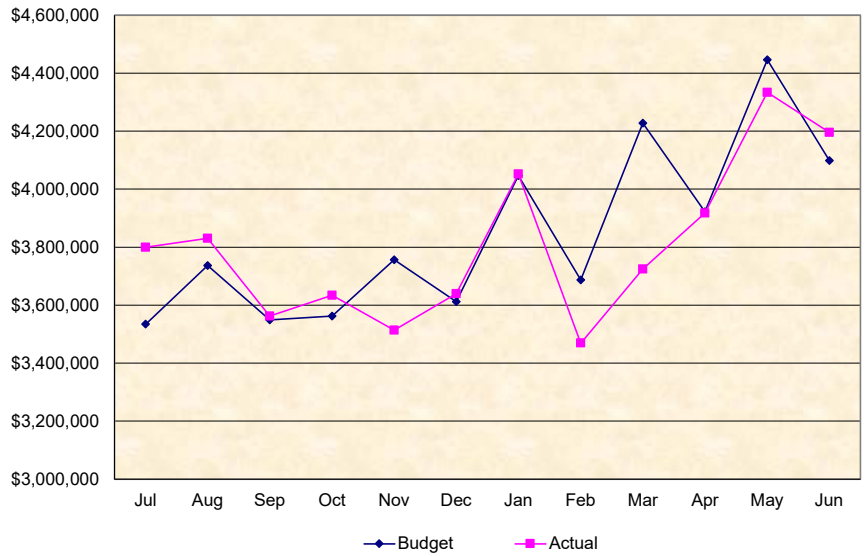
- Budgeted revenues and expenses are generally prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between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

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**Fiscal Year 2022-2023**

**Combined Revenue**

Month	Budget	Actual	Variance
Jul	\$3,534,174	\$3,798,942	\$264,767
Aug	\$3,736,199	\$3,829,921	\$93,722
Sep	\$3,548,984	\$3,561,853	\$12,869
Oct	\$3,561,882	\$3,633,625	\$71,744
Nov	\$3,756,273	\$3,513,267	(\$243,006)
Dec	\$3,611,935	\$3,639,173	\$27,238
Jan	\$4,047,005	\$4,051,880	\$4,875
Feb	\$3,686,761	\$3,469,476	(\$217,285)
Mar	\$4,227,596	\$3,724,431	(\$503,165)
Apr	\$3,921,883	\$3,917,961	(\$3,922)
May	\$4,446,557	\$4,333,886	(\$112,671)
Jun	\$4,098,871	\$4,195,964	\$97,093
Totals:	\$46,178,120	\$45,670,379	(\$507,741)

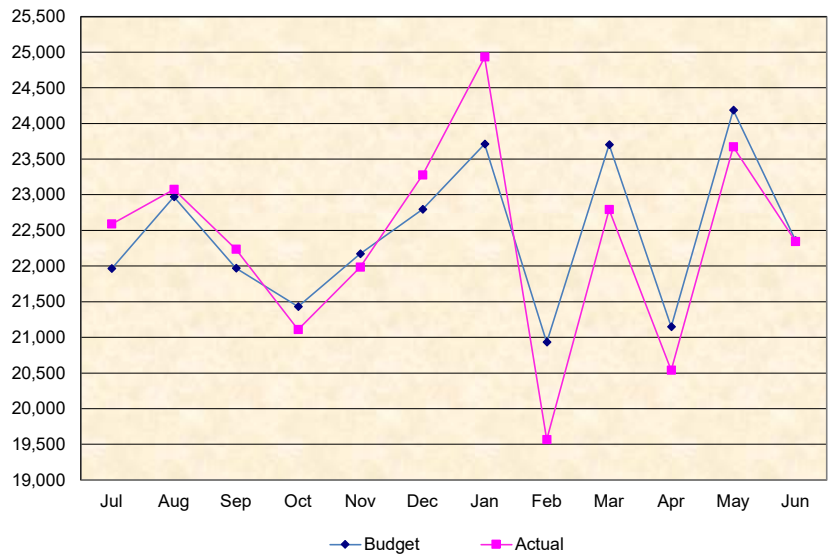


**Combined Tipping Fee Revenue Year to Date**

Budget	\$46,178,120
Actual:	\$45,670,379
Variance	(\$507,741)

**MSW Tonnage**

Month	Budget	Actual	Variance
Jul	21,965	22,588	623
Aug	22,971	23,076	104
Sep	21,969	22,236	267
Oct	21,434	21,110	(324)
Nov	22,171	21,985	(186)
Dec	22,794	23,277	483
Jan	23,712	24,930	1,218
Feb	20,933	19,567	(1,366)
Mar	23,704	22,793	(911)
Apr	21,147	20,539	(608)
May	24,187	23,672	(515)
Jun	22,354	22,340	(14)
Totals:	269,339	268,111	(1,229)

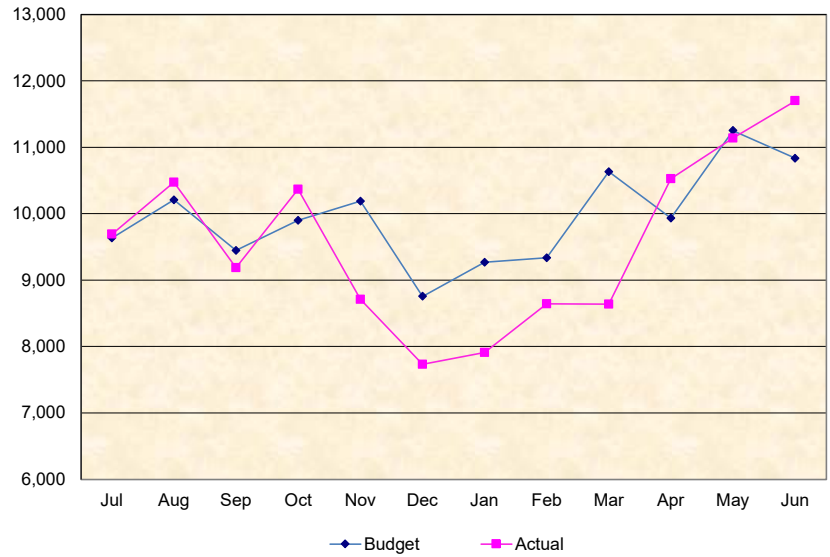


**MSW Tonnage Year to Date**

Budget:	269,339
Actual:	268,111
Variance	(1,229)

**C&D Tonnage**

Month	Budget	Actual	Variance
Jul	9,635	9,690	55
Aug	10,210	10,471	262
Sep	9,448	9,187	(261)
Oct	9,900	10,368	468
Nov	10,189	8,708	(1,481)
Dec	8,757	7,734	(1,023)
Jan	9,268	7,910	(1,358)
Feb	9,336	8,643	(693)
Mar	10,634	8,638	(1,996)
Apr	9,932	10,524	592
May	11,251	11,137	(114)
Jun	10,836	11,699	863
Totals:	119,396	114,710	(4,686)

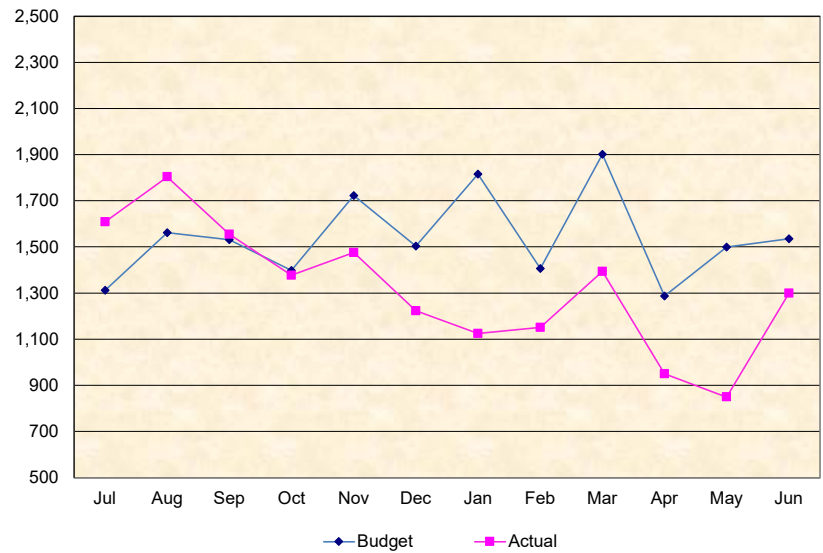


**C&D Tonnage Year to Date**

Budget:	119,396
Actual:	114,710
Variance	(4,686)

**Sludge & Mixed Inerts Tonnage**

Month	Budget	Actual	Variance
Jul	1,311	1,608	297
Aug	1,562	1,804	242
Sep	1,531	1,555	24
Oct	1,398	1,377	(21)
Nov	1,722	1,475	(247)
Dec	1,503	1,223	(280)
Jan	1,815	1,125	(691)
Feb	1,406	1,152	(255)
Mar	1,901	1,394	(507)
Apr	1,287	949	(338)
May	1,498	849	(649)
Jun	1,535	1,299	(236)
Totals:	18,471	15,810	(2,661)

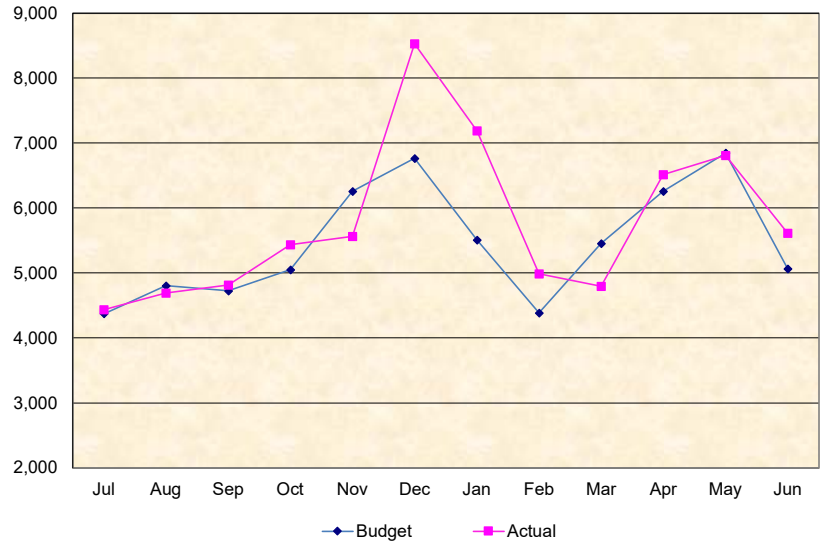


**Sludge & Mixed Inerts Tonnage Year to Date**

Budget:	18,471
Actual:	15,810
Variance	(2,661)

**Green Waste Tonnage**

Month	Budget	Actual	Variance
Jul	4,375	4,437	62
Aug	4,804	4,690	(114)
Sep	4,725	4,813	88
Oct	5,052	5,437	384
Nov	6,256	5,564	(693)
Dec	6,766	8,529	1,763
Jan	5,509	7,189	1,680
Feb	4,388	4,986	598
Mar	5,454	4,797	(657)
Apr	6,260	6,513	252
May	6,849	6,810	(39)
Jun	5,066	5,615	549
Totals:	65,505	69,380	3,875

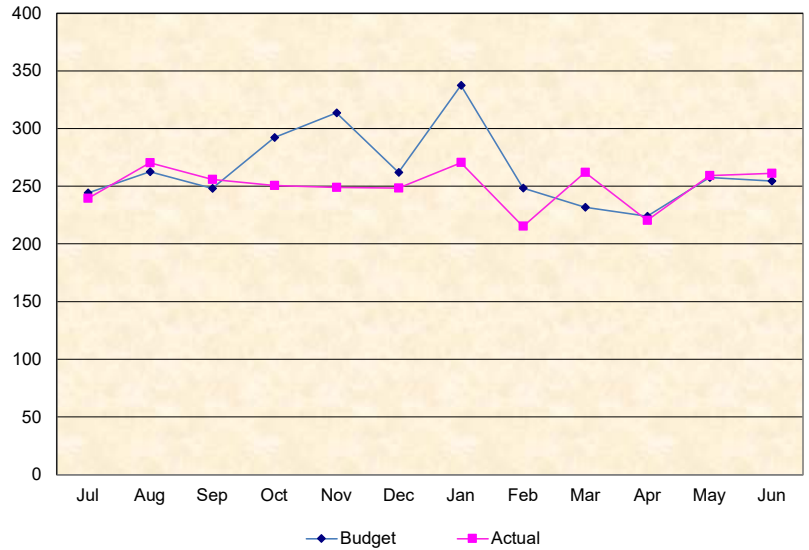


**Green Waste Tonnage Year to Date**

Budget:	65,505
Actual:	69,380
Variance	3,875

**Food Waste Tonnage**

Month	Budget	Actual	Variance
Jul	244	239	(5)
Aug	263	270	8
Sep	248	256	8
Oct	292	251	(42)
Nov	313	249	(64)
Dec	262	248	(14)
Jan	337	270	(67)
Feb	248	215	(33)
Mar	232	262	30
Apr	224	220	(4)
May	257	259	2
Jun	254	261	7
Totals:	3,176	3,002	(174)

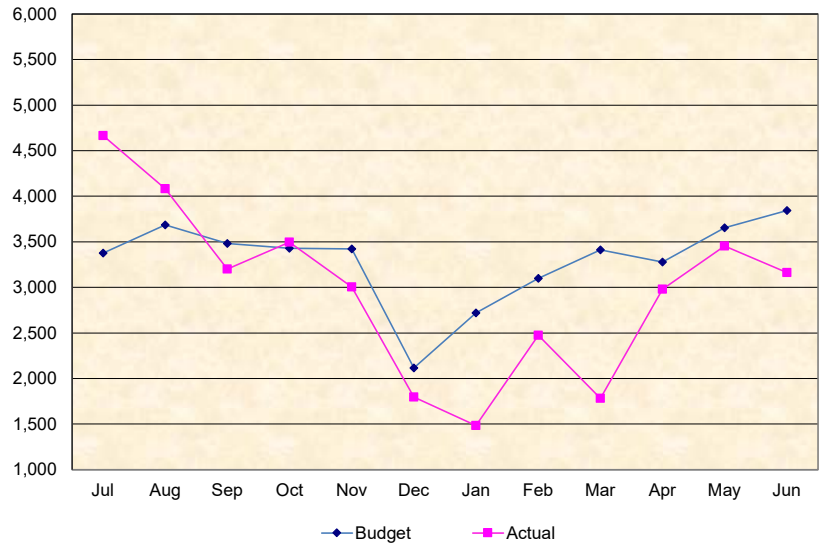


**Food Waste Tonnage Year to Date**

Budget:	3,176
Actual:	3,002
Variance	(174)

**Inerts Tonnage**

Month	Budget	Actual	Variance
Jul	3,377	4,666	1,289
Aug	3,686	4,083	397
Sep	3,482	3,202	(280)
Oct	3,430	3,497	67
Nov	3,423	3,004	(419)
Dec	2,116	1,796	(320)
Jan	2,718	1,485	(1,233)
Feb	3,099	2,472	(627)
Mar	3,412	1,781	(1,631)
Apr	3,279	2,979	(300)
May	3,654	3,454	(200)
Jun	3,845	3,163	(682)
Totals:	39,522	35,580	(3,941)

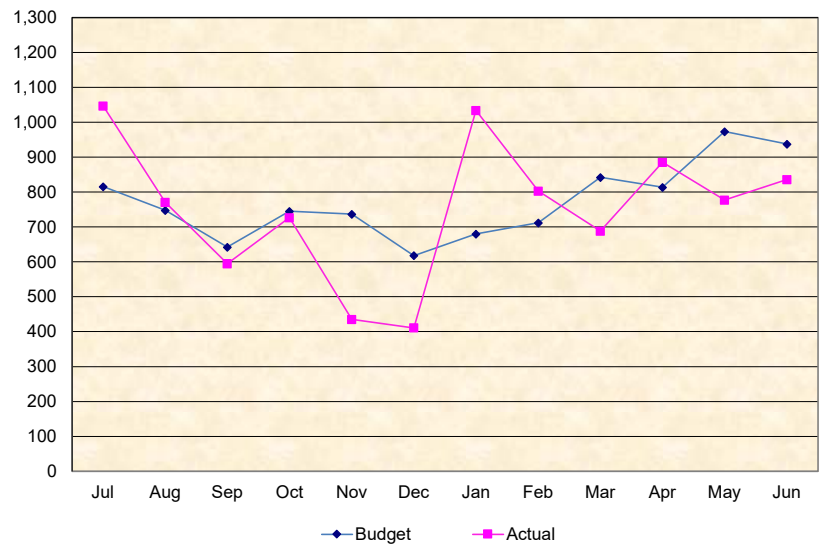


**Inerts Tonnage Year to Date**

Budget:	39,522
Actual:	35,580
Variance	(3,941)

**Wood Tonnage**

Month	Budget	Actual	Variance
Jul	816	1,047	231
Aug	748	771	22
Sep	643	595	(48)
Oct	745	727	(18)
Nov	737	435	(302)
Dec	618	411	(207)
Jan	680	1,034	355
Feb	712	803	91
Mar	842	688	(154)
Apr	814	886	72
May	973	778	(196)
Jun	937	836	(101)
Totals:	9,266	9,010	(256)



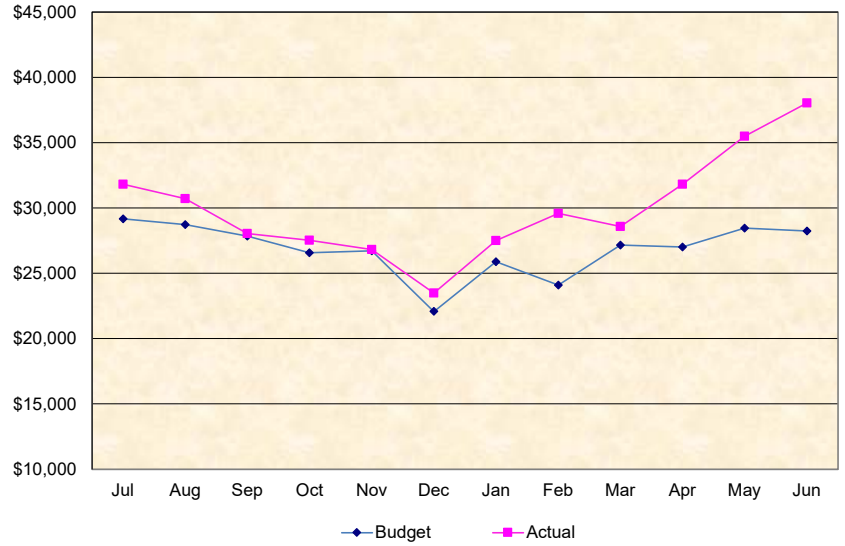
**Wood Tonnage Year to Date**

Budget:	9,266
Actual:	9,010
Variance	(256)



**Miscellaneous Tipping Fee Revenue**

Month	Budget	Actual	Variance
Jul	\$29,174	\$31,807	\$2,632
Aug	\$28,713	\$30,705	\$1,992
Sep	\$27,840	\$28,031	\$191
Oct	\$26,573	\$27,518	\$946
Nov	\$26,706	\$26,800	\$94
Dec	\$22,071	\$23,483	\$1,412
Jan	\$25,878	\$27,492	\$1,614
Feb	\$24,103	\$29,586	\$5,483
Mar	\$27,150	\$28,568	\$1,418
Apr	\$27,015	\$31,819	\$4,804
May	\$28,465	\$35,498	\$7,033
Jun	\$28,230	\$38,035	\$9,804
Totals:	\$321,918	\$359,341	\$37,423



**Miscellaneous Tipping Fee Revenue Year to Date**

Budget:	\$321,918
Actual:	\$359,341
Variance	\$37,423

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

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: WPWMA BOARD OF DIRECTORS DATE: JULY 13, 2023  
FROM: KEN GREHM / WILL SCHEFFLER *WS*  
SUBJECT: MRF IMPROVEMENTS PROJECT UPDATE

**RECOMMENDED ACTION:**

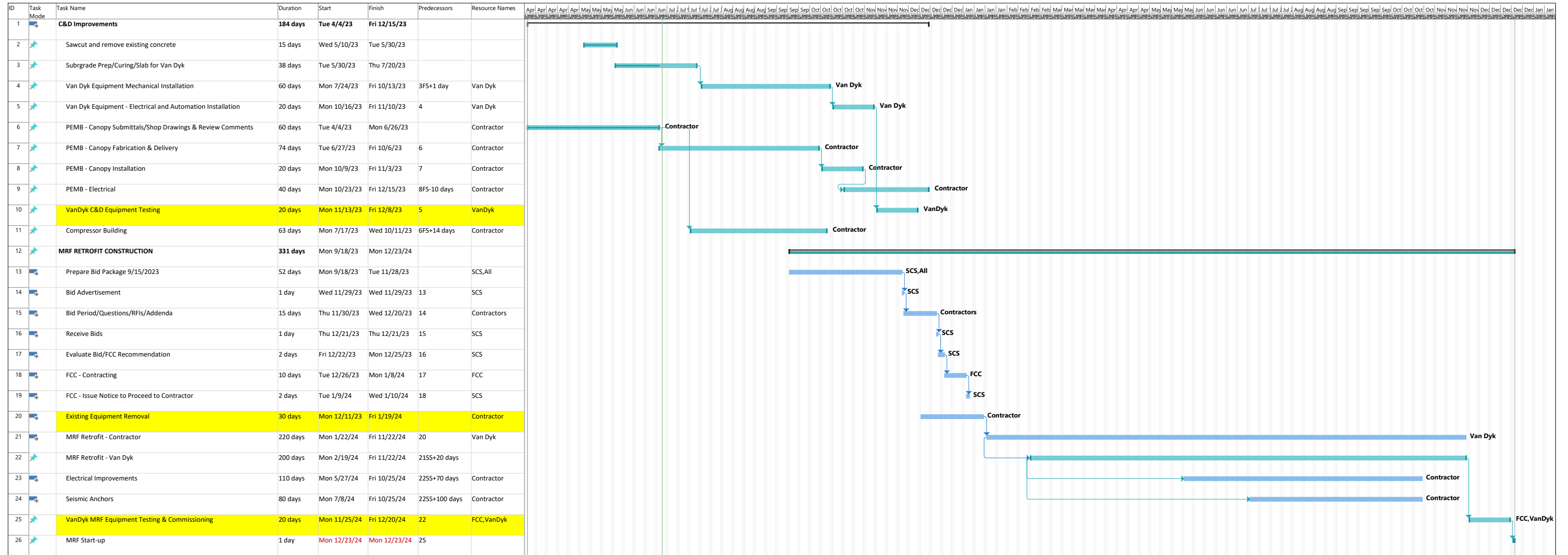
None. This report is for information purposes only.

**BACKGROUND:**

The following information was prepared independently by FCC Environmental Services California, LLC (FCC) and was submitted to the WPWMA on July 5, 2023. The attached is presented to your Board as it was received by WPWMA staff. As such, subjective statements are those of FCC and do not necessarily represent the opinions of WPWMA staff.



# Critical path





**WESTERN PLACER WASTE MANAGEMENT AUTHORITY**  
Minutes of June 8, 2023

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

**Directors Present:**

Scott Alvord  
Shanti Landon  
Ken Broadway  
Dan Karleskint

**Staff Present:**

Ken Grehm	Emily Hoffman
Kevin Bell	Will Scheffler
Eric Oddo	Jennifer Snyder
Robert Sandman	Heather Wilden

1. Call Meeting to Order: Chairman Alvord called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Karleskint led the Pledge of Allegiance.
3. Roll Call: Director Gore was absent.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Public Comment: None.
6. Announcements & Information
  - a. Reports from Directors: None.
  - b. Report from the Executive Director: Ken Grehm noted that he anticipates presenting organizational options to the Board at the July meeting. There were no questions from the Board.
  - c. Financial Reports: Eric Oddo summarized the report and answered questions from the Board.
  - d. Monthly Tonnage Reports: Eric Oddo summarized the report and answered questions from the Board.
  - e. Annual MRF Processing Fee Adjustment: Jennifer Snyder summarized the report. There were no questions from the Board.
  - f. Annual Landfill Processing Fee Adjustment: Jennifer Snyder summarized the report. There were no questions from the Board.
  - g. MRF Operator Report: Byron Hildenbrand of FCC Environmental Services California summarized the report and answered questions from the Board. The Board requested that members of the WPWMA Technical Analysis Group be allowed to observe SB 1383 sampling events. Mr. Hildenbrand responded that FCC would accommodate the request.
  - h. Landfill Operator Report: Byron Hildenbrand of FCC Environmental Services California summarized the report. There were no questions from the Board.
  - i. MRF Improvements Project Update: Andrea Rodriguez of FCC Environmental Services California summarized the report and answered questions from the Board. The Board requested additional detail on future construction schedules to better understand the status of select milestones.

- j. Education Program Update: Emily Hoffman summarized the report and answered questions from the Board.

7. Consent Agenda

- a. Minutes of the Board Meeting held May 11, 2023  
Staff recommended approving the minutes as submitted.
- b. Second Amendment to the Agreement with The EcoHero Show for School Outreach Services  
Staff recommended the Board:
  - 1. Authorize the Chair to sign the Second Amendment with The EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$25,000, increasing the total not-to-exceed amount of the Agreement to \$141,000.
  - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.
- c. Third Amendment to the Agreement with Magma Creative for Creative Services  
Staff recommended the Board:
  - 1. Authorize the Chair to sign the Third Amendment with Magma Creative, Inc. to provide creative services for the WPWMA's Outreach Program for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$502,300.
  - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.
- d. Sole Source Agreement with JSR Strategies for Web Services  
Staff recommended the Board:
  - 1. Authorize the Chair to execute a sole source Agreement with JSR Strategies to provide website development and management services for an amount not to exceed \$50,000.
  - 2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**MOTION TO APPROVE CONSENT AGENDA:** Broadway/Karleskint

**ROLL CALL VOTE:** AYES: Karleskint/Halldin/Landon/Alvord

8. Action Items

- a. Agreement with SCS Field Services for Landfill Gas Operation and Maintenance  
Staff recommended the Board:
  - 1. Authorize the Chair to execute an Agreement with SCS Field Services to provide landfill gas operation and maintenance services at the Western Regional Sanitary Landfill for an amount not to exceed \$1,732,609.
  - 2. Determine that the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

Will Scheffler summarized the report and answered questions from the Board.

**MOTION TO APPROVE ITEM 8a:** Landon/Broadway

**ROLL CALL VOTE:** AYES: Karleskint/Halldin/Landon/Alvord

b. MRF Visitor Gallery and Observation Catwalk

Staff recommended the Board:

1. Authorize the Executive Director, upon review and approval of WPWMA Counsel, to execute an amendment to the Material Recovery Facility Expansion: Design-Build Services Agreement with FCC Environmental Services California, LLC for design, construction and installation of visitor gallery and observation catwalk for a maximum direct cost to the WPWMA of \$325,000.
2. Determine that the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

Ken Grehm summarized the report and answered questions from the Board.

The Board discussed the merits of paying for a portion of the gallery and catwalk. Chairman Alvord asked if the item had been discussed with the Technical Analysis Group. Ken Grehm indicated that the concept of the gallery and catwalk had been discussed but not the proposal for the WPWMA to split the cost of the improvements.

Chairman Alvord opened the item for public comment; Brian Craighead from the City of Roseville stated that he believed there was insufficient information to proceed with the recommendation and suggested the Technical Analysis Group discuss further before the Board took action.

The Board amended the recommended action to reflect the WPWMA's intent to pay 50% of the cost up to a maximum, not-to-exceed value of \$325,000.

**MOTION TO APPROVE ITEM 8b1 AS AMENDED:** Karleskint/Landon

**ROLL CALL VOTE:** AYES: Karleskint/Broadway/Landon/Alvord

**MOTION TO APPROVE ITEM 8b2:** Karleskint/Landon

**ROLL CALL VOTE:** AYES: Karleskint/Broadway/Landon/Alvord

9. Upcoming Agenda Items: None.

10. Adjournment: Meeting was adjourned at 6:18 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board  
Western Placer Waste Management Authority

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM / EMILY HOFFMAN**  
SUBJECT: **STAKEHOLDER WORKING GROUP**

DATE: **JULY 13, 2023**

**RECOMMENDED ACTION:**

1. Adopt Resolution 23-04 commending the Stakeholder Working Group (SWG) for its service to the WPWMA related to the Renewable Placer Waste Action Plan and formally concluding the SWG.
2. Approve the creation of a new Working Group comprised of the WPWMA's adjacent landowners and tenants with the purpose of furthering understanding and implementation of the Renewable Placer Waste Action Plan and development of a local circular economy.
3. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

As reported to your Board at the February 2019 meeting, the WPWMA established a Stakeholder Working Group (SWG) to elevate transparency and stakeholder engagement throughout the environmental review process for the Renewable Placer Waste Action Plan (Plan) to: 1) promote education and shared understanding of the Plan, 2) appreciate key stakeholder interests and perspectives related to the Plan, 3) generate project-focused ideas integrating stakeholder interests, and 4) identify points of alignment on key Plan elements. At the May 2019 meeting, your Board approved the charter for the SWG, which is attached to this memo for your Board's reference.

The SWG had its first meeting on May 24, 2019, and met regularly until October 28, 2022. The group's members included representatives from nearby landowners and developers including the United Auburn Indian Community, Taylor Builders, and Buzz Oates; regional environmental organizations including the Audubon Foothills Society, Alliance for Environmental Leadership, and California Native Plant Society; nearby neighborhood leaders including the Lincoln Crossing, Fiddyment Farms, Blue Oaks, and West Park neighborhood associations; and Pioneer Community Energy.

At the final SWG meeting in October 2022, members agreed that the Working Group had been beneficial and expressed interest in continuing to convene regularly to learn new updates from fellow landowners and key land users including the potential for collaborative planning and synergy, advancing a local circular economy, and reaching common understanding.

At the December 12, 2022 meeting, when your Board voted to certify the Renewable Placer Waste Action Plan and select a Project, several members of the SWG spoke in affirmation of your Board's decision to chart an innovative future for the WPWMA,

prioritizing the creation of a local circular economy and ensuring future landfill capacity. Additionally, several members of the SWG attended the April 13, 2023 meeting for the ceremonial groundbreaking of the \$120 million investment in new facilities across the WPWMA's campus.

Since the intention and charter for the SWG was tied to the development of the Renewable Placer Waste Action Plan, the SWG no longer meets. For this reason, staff is proposing formally concluding the SWG's work and establishing a new Working Group to convene nearby landowners and tenants (including the United Auburn Indian Community, Buzz Oates, Taylor Builders/Placer One, Sacramento State, Sierra College, and others) to continue these conversations related to the enactment of the Renewable Placer Waste Action Plan.

Following approval from your Board, staff will work with WPWMA Counsel to develop a Working Group Charter that will establish member roles and expectations prior to convening the group.

**ENVIRONMENTAL CLEARANCE:**

The recommended actions are each not considered a "project" under CEQA guidelines Section 15378.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN/GOALS:**

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

GOAL 2 – Enhance economic development and investment in innovation

ATTACHMENTS: RESOLUTION 23-04  
RENEWABLE PLACER WASTE ACTION PLAN WORKING GROUP CHARTER

# Before the Board of Directors

## Western Placer Waste Management Authority

In the matter of:

Resolution No. 23-04

**COMMENDING THE STAKEHOLDER WORKING GROUP FOR ITS SERVICE TO THE WPWMA RELATED TO THE RENEWABLE PLACER WASTE ACTION PLAN AND FORMALLY CONCLUDING THE STAKEHOLDER WORKING GROUP.**

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held July 13, 2023, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

---

Chair

---

Clerk of said Board

---

**WHEREAS**, the WPWMA's Renewable Waste Action Plan Stakeholder Working Group (SWG) was comprised of representatives from neighboring landowners including the United Auburn Indian Community, Taylor Builders, and Buzz Oates, and neighborhood associations, environmental organizations and local utilities, and WPWMA staff; and

**WHEREAS**, the SWG was established to continue engaging with the local stakeholders related to the WPWMA's development of its Renewable Waste Action Plan Environmental Impact Report; and

**WHEREAS**, the SWG met regularly from May 2019 to October 2022; and

**WHEREAS**, the SWG prioritized education and understanding of key interests and perspectives related to the WPWMA's operations and opportunities; and

**WHEREAS**, the SWG provided input to the WPWMA that reflected alignment of interests among members for consideration, further investigation, and/or development in connection with the Renewable Placer Waste Action Plan; and

**WHEREAS**, SWG members participated in an active and focused manner, educated other members about key interests and concerns, and sought solutions that integrated diverse priorities and views; and

**WHEREAS**, input from the SWG helped lead to the successful adoption of the Renewable Waste Action Plan that will serve to foster regional sustainability and innovation for many years to come.

**WHEREAS**, the work of the SWG has concluded.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY:** that this Board commends the Stakeholder Working Group for its service to the WPWMA related to the Renewable Placer Waste Action Plan and, further, that this Board formally concludes the SWG.

## Renewable Placer: Waste Action Plan - Working Group Charter

### **Project Background**

The Western Placer Waste Management Authority (WPWMA) has been developing the *Renewable Placer: Waste Action Plan* since 2016. Phase I consisted of development of facility Plan Concepts to address solid waste management needs throughout the western Placer County region. Phase II will involve performing environmental review of the two Plan Concepts identified in Phase I.

At their December 13, 2018 meeting, the WPWMA Board of Directors approved equal evaluation of both Plan Concepts pursuant to the California Environmental Quality Act (CEQA). Additionally, due to the project's complexity, the Board approved continued enhanced stakeholder engagement at their February 14, 2019 meeting, including creation of a stakeholder working group.

### **Objectives**

Kearns & West has been retained by Jacobs, WPWMA's principal project consultant, on behalf of the WPWMA to establish the Renewable Placer Working Group to:

1. Promote education and shared understanding of the WPWMA Waste Action Plan constraints and opportunities.
2. Maximize understanding of key stakeholder interests and perspectives related to the project.
3. Generate project-focused ideas that integrate multiple stakeholder interests.
4. Identify points of stakeholder alignment regarding key elements of the Waste Action Plan Project.

The Working Group is intended to inform the following throughout the CEQA process:

1. Potential project-related mitigation measures, findings, or facility layouts.
2. Potential non-project related planning, operations, and maintenance including but not limited to procedures, communications, or contracting.

Kearns & West is committed to the process of seeking alignment on these types of potential outcomes but cannot assure that they will be achieved or subsequently approved and/or implemented by the WPWMA.

### **Membership and Timeframes**

Working Group members will be selected by Kearns & West to represent diverse interests in and perspectives about the Waste Action Plan. Key factors for selection as a Working Group member include:

1. Adds to diversity among users of the WPWMA facility.
2. Reliably represents an identifiable constituency or group of stakeholders and commits to ongoing, effective communication about the Working Group's activities.
3. Relevant knowledge and/or expertise.
4. Track record of constructive, collaborative engagement on public issues, regardless of views.
5. Commitment to and interest in long-term engagement with the Waste Action Plan Project.

Working Group members will:

- Prioritize education and understanding of key interests and perspectives as well as the WPWMA's constraints and opportunities.
- Identify points of alignment and divergence among stakeholders in understanding project challenges and potential solutions.
- Develop options that reflect alignment of interests among Work Group members for potential consideration, further investigation, and/or development in connection with the Waste Action Plan.

The WPWMA will participate as a member of the Working Group by providing technical assistance and conveying information to the WPWMA Board and its Member Agencies.

### **Decision-Making**

The Working Group will prioritize identifying points of stakeholder about significant elements of the proposed project. WPWMA staff will present outcomes from the Working Group to the WPWMA Board for Board consideration. The WPWMA Board will be solely responsible for making final decisions on any matters directly related to the WPWMA.

### **Communications & Media**

Working Group members are advised that documents provided by or related to the Working Group proceedings may be subject to disclosure under the California Public Records Act (Cal. Govt. Code Section 6250 et seq.) Discussions are meant to be informal and promote mutual education, understanding, and creativity in support of informed decision making by the WPWMA Board.

Working Group members agree to honor and sustain the constructive, collaborative process through their communications. Working Group members are free to speak with the media from their perspectives as individuals or representatives of their respective organizations. Members will not serve as a spokesperson on behalf of the Working Group and will not attribute statements, views, or motives to other members.

### **Participation and Collaboration Principles**

By agreeing to serve on the Working Group, members commit to the following principles:

- Participate in an active and focused manner
- Interact respectfully with all other members, regardless of differences in perspectives related to the Waste Action Plan
- Be prepared to educate other members about key interests, priorities, and concerns
- Seek solutions that integrate diverse interests and views
- Share relevant information

*Participation in the Working Group will not limit an individual's right to comment during the environmental review process.*

Kearns & West will support the Working Group process by providing a range of services, including but not limited to in-meeting facilitation. Kearns & West is a private, firm with extensive experience supporting stakeholder collaboration. Kearns & West will:

- Maintain a neutral, non-partisan position regarding the Waste Action Plan, the interests of Working Group members, and options or proposals developed in the Working Group.
- Work to ensure that Working Group members have opportunities to participate equally.
- Guide meeting discussions to follow agenda topics and stay on time.
- Prioritize clarification of interests, education, and understanding among Working Group members.
- Prepare meeting agendas and summaries including action items, meeting outcomes, options, and alignment on those options. Meeting summary statements will not be attributed to individual Working Group members.

### **Point of Contact for Working Group Members**

Julie Leimbach, Facilitator, Kearns & West  
Phone – 530-622-4350, Cell – 530-919-3102

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

**TO: WPWMA BOARD OF DIRECTORS**  
**FROM: KEN GREHM / EMILY HOFFMAN**  
**SUBJECT: EDUCATION WORKING GROUP**

**DATE: JULY 13, 2023**

**RECOMMENDED ACTION:**

1. Approve the creation of an Education Working Group with the purpose of convening local partners in K-12 and higher education to establish an agency-specific Education Program that realizes the WPWMA's education goals and spurs meaningful inspiration and progress for developing a local circular economy.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

At the April 2023 meeting, your Board directed staff to prioritize convening local partners in K-12 and higher education to develop and implement a more impactful and effective agency-specific Education Program that realizes the WPWMA's education goals and spurs meaningful inspiration and progress for developing a local circular economy.

Staff hosted a brainstorming session with members of the Regional Recycling Group (RRG) (Participating Agencies and haulers) to discuss what an ideal Education Program would look like. RRG members concurred that the Education Program should fit seamlessly with state and local educational standards, reach students at multiple points during their K-12 education journey, and be paid for, in part, by funds your Board has already allocated towards regional solid waste education efforts. Based on the brainstorming meeting, staff recommends the WPWMA's Education Program encompass the following multi-year approach:

1. Elementary – One grade level (best fit with educational standards) will have an in-class presentation/demonstration on how the WPWMA's Materials Recovery Facility works and what unique items are recycled in Placer County.
2. Middle – One grade level (best fit with educational standards) will visit the WPWMA's Materials Recovery Facility for a presentation and tour.
3. High – One grade level (best fit with educational standards) will participate in a mock planning/manufacturing activity that highlights the importance of a local circular economy and spurs innovative ideas to repurpose underutilized waste resources.

At the June 2023 meeting, staff shared with your Board intentions to assemble a group to assess the reality of these approaches, funding needs, and identification of the appropriate partners (including Participating Agency staff, local education experts, and other stakeholders). Staff recommends forming an Educational Working Group for the sole purpose of establishing a new WPWMA-specific Education Program. Staff recommends the Education Working Group meet regularly for a duration of no more

than 18 months, unless extended by your Board, and that the group submit a final report of its findings and recommendations to your Board to review for its consideration.

Staff propose including representatives from the Placer County Office of Education, the City of Roseville's Utility Exploration Center, local school districts, ReCreate, and others including interested members of your Board to comprise the Education Working Group.

Staff will work with WPWMA Counsel to develop a Working Group Charter that will establish member roles and expectations prior to convening the group.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not considered a "project" under CEQA guidelines Section 15378.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN/GOALS:**

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



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 13, 2023**

FROM: **KEN GREHM / ERIC ODDO**

SUBJECT: **WPWMA BOARD VOTING METHODOLOGY**

**RECOMMENDED ACTION:**

Conduct a workshop to discuss the WPWMA Board of Directors' voting methodology and provide direction to staff regarding possible adjustments.

**BACKGROUND:**

At a previous meeting, your Board directed staff to bring back an item for discussion on potential weighted voting. Historically, your Board has utilized a non-weighted voting method wherein each Director's vote has the same weight with a simple majority of the full voting membership resulting in a passing motion.

The WPWMA's original Joint Powers Authority (JPA) Agreement provided for a single representative from each Member Agency with a fifth rotating seat to be filled biennially among the Member Agencies. In 1987, the First Amendment to the JPA Agreement established the current arrangement wherein two Directors are appointed by the Placer County Board of Supervisors in lieu of the originally identified fifth rotating seat. The JPA Agreement, including the six amendments to the Agreement, is attached for your Board's reference.

In contrast, with a weighted voting system, each Director's vote would have a defined value based on a mutually agreed upon weighting metric. Weighting metrics could include:

- Jurisdictional population estimates
- Quantity of material delivered to the facility by each jurisdiction
- Tipping fees remitted to the WPWMA by each jurisdiction

Member Agency data attributes are attached to facilitate the discussion. In addition to weighting metrics, your Board may consider the voting threshold required for a passing motion (e.g., simple majority or a level of super majority, etc.)

There are pros and cons to any potential methodology or metrics. Jurisdictional population estimates may overemphasize residentially generated waste and underemphasize commercially generated wastes delivered from that same jurisdiction. Materials delivered to the facility or their associated tipping fees can be variable on a short-term basis as well as the growth of areas over time but may better reflect the financial commitment of each jurisdiction to the facility.

Should your Board elect to explore weighted voting further, staff will identify any necessary changes to the JPA Agreement for the consideration of your Board and each Member Agency.

**ENVIRONMENTAL CLEARANCE:**

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

**FISCAL IMPACT:**

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

**STRATEGIC PLAN/GOALS:**

GOAL 6 – Establish internal policy and inform regional policy

ATTACHMENTS: MEMBER AGENCY ATTRIBUTES  
JPA AGREEMENT AND AMENDMENTS

### Member Agency Attributes

Description	Lincoln	Rocklin	Roseville	Placer	Other <sup>1</sup>
Population <sup>2</sup> & Relative %	52,313 --- 14.1%	71,179 --- 19.2%	152,928 --- 41.2%	95,190 <sup>3</sup> --- 25.6%	9,945
MSW tons <sup>4</sup> & Relative %	26,948 --- 11.7%	40,773 --- 17.7%	106,744 --- 46.5%	55,245 --- 24.0%	37,486
C&D tons & Relative %	570 --- 2.6%	5,295 --- 23.7%	1,662 --- 7.4%	14,811 --- 66.3%	92,372
Organic tons & Relative %	6,592 --- 13.5%	9,555 --- 19.5%	17,870 --- 36.6%	14,861 --- 30.4%	23,504
All Material tons & Relative %	34,700 --- 11.1%	56,237 --- 18.0%	135,643 --- 43.4%	86,180 --- 27.6%	205,852
Total Tip Fees & Relative %	\$3,027,774 --- 11.1%	\$4,936,512 --- 18.2%	\$11,708,716 --- 43.1%	\$7,563,100 - 27.6%	\$18,434,277

<sup>1</sup> For the population attribute, includes Auburn, Colfax and Loomis. For the material quantity and tip fee attributes, includes all other material deliveries made by customers other than directly by the Member Agencies or their Designated Hauler.

<sup>2</sup> Source: 2023 estimates as reported by California Department of Finance as of June 20, 2023  
<https://dof.ca.gov/forecasting/demographics/estimates-e1/>

<sup>3</sup> Represents an estimate of the population of the unincorporated portion of Placer County within the WPWMA's service area. Estimated by reducing CA DIF estimate for UPC by summation of 2020 census tract population estimates in County Franchise Areas 2 and 3. Source: <https://datahub.cityofwestsacramento.org/datasets/SACOG::2020-census-tracts-placer-county/explore>

<sup>4</sup> All tonnage figures are for the period of July 1, 2022 – June 30, 2023 and represent materials delivered directly by the Member Agencies or their Designated Hauler.

1 WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

2 JOINT EXERCISE OF POWERS AGREEMENT

3 COUNTY OF PLACER

CITY OF ROSEVILLE

4 CITY OF ROCKLIN

CITY OF LINCOLN

5  
6 THIS AGREEMENT, dated for convenience as of October 3,  
7 1978, by and between the County of Placer ("County"), a political  
8 subdivision of the State of California, organized and existing  
9 under the *Constitution* and laws of the State of California and  
10 the Cities of Roseville, Rocklin, and Lincoln ("Cities"), each of  
11 which is a municipal corporation, organized and existing under the  
12 laws of the State of California.

13 W I T N E S S E T H:

14 WHEREAS, the County and the Cities are empowered to acquire  
15 real property for solid waste disposal purposes; and

16 WHEREAS, the County and the Cities have determined that such  
17 facilities will serve and be of benefit to the residents of the  
18 Cities and the County as a whole; and

19 WHEREAS, the County and the Cities have determined that  
20 certain facilities comprising the respective projects hereinafter  
21 defined should be constructed for the respective purposes thereof;

22 NOW, THEREFORE, the County and the Cities for and in consi-  
23 deration of mutual promises and agreements herein contained, do  
24 agree as follows:

25 Section 1. Definitions

26 Unless the context otherwise requires, the terms defined in  
27 this Section 1 shall for all purposes of this Agreement have the  
28 meanings herein specified.

1           Authority

2           The term "Authority" shall mean the Western Regional  
3           Sanitary Landfill Authority created by this Agreement.

4           Board

5           The term "Board" shall mean the governing board of the  
6           Authority.

7           Cities

8           The term "Cities" shall mean collectively the Cities of  
9           Roseville, Rocklin, and Lincoln. Any reference to a  
10          named City shall mean that City individually and shall  
11          not include the other Cities.

12          County

13          The term "County" shall mean the County of Placer.

14          Law

15          The term "law" shall mean Chapter 5 of Division 7 of  
16          Title 1 of the Government Code of the State of California.

17          Section 2. Purpose

18          This Agreement is made pursuant to the law and relates to the  
19          joint exercise of powers common to the County and the Cities. The  
20          County and the Cities are empowered by the laws of the State of  
21          California to exercise common powers which will be jointly exercised  
22          to acquire, own, operate, and maintain a sanitary landfill site  
23          and all related improvements in the manner hereinafter set forth.

24          Section 3. Creation of Authority

25          There is hereby created pursuant to the law an agency or  
26          public entity to be known as the Western Regional Sanitary Landfill  
27          Authority. As provided in the law, the Authority shall be a  
28          public entity separate from the County and the Cities.

Section 4. Term

          This Agreement shall become effective as of the date hereof  
          and shall continue in full force and effect until terminated by

1 agreement of the parties as hereinafter set forth.

2 Section 5. Powers

3 The Authority shall have power to acquire real property by  
4 negotiated purchase or eminent domain action and to acquire and  
5 construct or cause to be constructed, and to maintain structures  
6 and improvements and to operate equipment and all related facili-  
7 ties necessary for the operation of a sanitary landfill.

8 The Authority is hereby authorized, in its own name, to do  
9 all acts necessary for the exercise of said power for said pur-  
10 poses, including, but not limited to, any or all of the following:  
11 to make and enter into contracts; to employ agents and employees;  
12 to acquire, construct, manage, maintain and operate any buildings  
13 or works of improvements; to acquire, hold or dispose of property;  
14 to acquire and operate equipment, machinery, and personal property  
15 of all types; to lease all or any part of its facilities to any  
16 person to carry out said public purposes; to establish appropriate  
17 fees and charges for use of the landfill site; to establish rules  
18 and regulations for use of the landfill site; to monitor operations  
19 of any franchise holder to assure compliance with conditions of  
20 a County Use Permit and regulations of all California State  
21 Agencies; to determine who will operate the facility and the manner  
22 in which payment will be made for capital improvements; to incur  
23 debts, liabilities or obligations which do not constitute a debt,  
24 liability or obligation of the County or the Cities; and to sue  
25 and be sued in its own name. Such power shall be exercised subject  
26 only to such restrictions upon the manner of exercising such power  
27 as are imposed upon the County in the exercise of similar powers,  
28 as provided in Section 6509 of the law.

1           Section 6. Termination of Powers

2           The Authority shall continue to exercise the powers herein  
3 conferred upon it until the County and the Cities shall have  
4 mutually rescinded this Agreement.

5           Section 7. Governing Board

6           The Authority shall be administered by the Board, which shall  
7 consist of five (5) members. One (1) member of the Board shall be  
8 appointed by the Board of Supervisors of the County, and one (1)  
9 member of the Board shall be appointed by the City Council of each  
10 of the Cities. Appointees of the Board of Supervisors and the City  
11 Councils shall each be a member of their respective governing  
12 bodies and shall be appointed for a term of office which shall be  
13 determined by the governing body of each city and the county prior  
14 to the time the initial appointments to the authority are made.  
15 The appointees shall serve at the pleasure of the governing body  
16 of which they are a member.

17           The fifth member of the Board shall be a member of the  
18 governing body of one of the Cities or of the County and shall be  
19 appointed for a term of two years. At the first meeting of the  
20 Board, a list shall be adopted which ranks each of the entities  
21 in first, second, third or fourth position on the list and which  
22 shall be used to appoint members on a rotating basis.

23           After the list has been adopted the first appointee shall be  
24 selected from the governing body of the City or County which is  
25 ranked first. Thereafter the second appointee shall be a member  
26 of the governing body of the City or County which is ranked second,  
27 the third appointee shall be a member of the governing body of the  
28 City or County which is ranked third, and the fourth appointee

1 shall be a member of the City or County which is ranked fourth.  
2 For subsequent appointments, the committee shall return to the  
3 beginning of the list and the appointments shall continue to be  
4 made on a rotating basis in a similar manner. In the event that  
5 no member of the governing body of a City or County from which the  
6 appointment is to be made is available, as determined by that  
7 governing body, to serve as a member, the appointment shall be  
8 made from the governing body ranked next in order.

9 Whenever the fifth member of the Board is to be selected  
10 from the governing body of any of the Cities the appointment shall  
11 be made by the Mayors Select Committee, and the appointee shall  
12 serve at the pleasure of said Committee. Whenever the fifth member  
13 of the Board is to be selected from the governing body of the  
14 County the appointment shall be made by the Board of Supervisors  
15 of the County and the appointee shall serve at the pleasure of  
16 said Board of Supervisors.

17 The successor in office of each member of the Board shall be  
18 appointed by the same body that appointed the predecessor of such  
19 member of the Board. In the event a member of the Board ceases to  
20 be a member of the governing body, which appointed the member, a  
21 successor shall be appointed.

22 Section 8. Meetings of the Board

23 (a) Regular Meetings. The Board shall by resolution estab-  
24 lish the number of regular meetings to be held each year and the  
25 date, hour, and location at which such regular meetings shall be

26 ///

27 ///

28 ///



1 held, provided however, that such resolution must provide for at  
2 least one (1) regular meeting to be held each year.

3 (b) Special Meetings. Special meetings of the Board may  
4 be called in accordance with the provisions of Section 54956 of  
5 the Government Code of the State of California.

6 (c) Legal Notice. All meetings of the Board shall be held  
7 subject to the provisions of the laws of the State of California  
8 requiring notice of meeting of public bodies to be given.

9 (d) Minutes. The Secretary of the Authority shall cause  
10 Minutes of all meetings of the Board to be kept and shall, as soon  
11 as possible after each meeting, cause a copy of the Minutes to be  
12 forwarded to each member of the Board and to the County and the  
13 Cities.

14 (e) Quorum. Three (3) of the members of the Board shall  
15 constitute a quorum for the transaction of business, except that  
16 less than a quorum may adjourn from time to time. No action may  
17 be taken by the Board except upon the affirmative vote of a  
18 majority of the entire Board unless a different vote is required  
19 elsewhere in the Agreement or by State law.

20 Section 9. Officers and Employees

21 The Board shall elect a Chairman from among its members and  
22 shall appoint a Secretary who may, but need not, be a member of  
23 the Board.

24 Pursuant to Section 6505.1 of the law the Treasurer and  
25 Auditor of the County are designated as the public officers who  
26 have charge of, handle, and have access to the property of the  
27 Authority and are also designated the Treasurer and Auditor,  
28 respectively, of the Authority and as such shall have the powers,

1 duties, and responsibilities specified in Section 6505.5 of the  
2 law. Each such public officer shall file with the Authority an  
3 official bond in an amount to be fixed by the County and the Cities.

4 The Board of Supervisors of the County shall determine  
5 reasonable charges to be made against the Authority for the services  
6 of the Treasurer and Auditor of the County as Treasurer and  
7 Auditor of the Authority.

8 The Board shall have the power to appoint such other officers  
9 and employees as it may deem necessary.

10 Section 10. Fiscal Year

11 The fiscal year of the Authority shall be the fiscal year of  
12 the County as established from time to time by the County, being  
13 at the date of this Agreement the period from July 1 of each year  
14 to and including the following June 30.

15 Section 11. Agreements to Acquire Site and Operate Facility

16 The Authority shall, by separate instrument, contract for  
17 legal services with qualified attorneys or with the County or one  
18 of the Cities to represent the Authority in acquisition of the  
19 real property for the landfill site, whether by negotiated pur-  
20 chase or eminent domain action.

21 The Authority may operate the landfill site or may, by  
22 separate instrument, contract with either the County or one of  
23 the Cities to operate the facility with their own personnel, or  
24 by franchise, or a combination of both.

25 Section 12. Contributions to Authority

26 The County and the Cities shall contribute to the Authority  
27 funds in an amount sufficient to acquire the real property and  
28 make the landfill site operational. Such contributions shall be

1 computed as follows:

- 2 1. County shall contribute the sum of \$150,000.00
- 3 2. The balance of any funds necessary for acquisition  
4 of the real property and any personal property  
5 necessary to make the landfill site operational, includ-  
6 ing but not limited to, any legal costs incurred in  
7 acquisition of the property, shall be contributed by  
8 each of the parties in the same proportion as the  
9 population of the party bears to the total population  
10 of the area to be served by the landfill site as  
11 specified in the following percentages. For this pur-  
12 pose the population of County shall be the population  
13 residing within County Franchise Area No. 1 only.  
14 Such percentages are as follows:

PUBLIC ENTITY	POPULATION	% OF TOTAL POPULATION
COUNTY (Franchise Area #1)	42	150,000
CITY OF ROSEVILLE	43	153,572
CITY OF ROCKLIN	8	28,572
CITY OF LINCOLN	7	25,000
TOTAL		100%

15 The Authority shall establish appropriate fees and charges so  
16 that the landfill site, when operational, will be self-supporting,  
17 and, over a period of twenty-five (25) years, the parties hereto  
18 will recover their initial contributions.

19 Section 13. Accounts and Reports

20 The Authority shall establish and maintain such funds and  
21 accounts as may be required by good accounting practice or by any  
22 provision of the resolution or resolutions of the Authority. The  
23 books and records of the Authority shall be open to inspection at  
24 all reasonable times to the County and the Cities and their respec-  
25 tive representatives. The Authority, within 120 days after the  
26 close of each fiscal year, shall give a complete written report of  
27 all financial activities for such fiscal year to the County and the  
28 Cities. Such accounts shall be prepared and maintained by the

1 Treasurer and Auditor of the Authority and such written reports  
2 shall be prepared by an independent certified public accountant  
3 employed by the Authority.

4 Section 14. Authority to Approve Improvements and Structures

5 From and after the date of this Agreement, the Authority shall  
6 approve any capital improvements to, structures placed or erected  
7 on, or lease of sanitary landfill property, provided, however,  
8 that such improvements and structures shall comply with the  
9 applicable laws, ordinances, resolutions, or regulations of the  
10 County or any City in which such improvements or structures are  
11 located.

12 Section 15. Real Property Acquisition and Use

13 Any real property hereafter acquired for purposes of the  
14 landfill site shall be acquired and title taken in the name of  
15 the Authority. Any real property acquired under the terms of  
16 this Agreement shall be used for purposes of the landfill site  
17 and any other purpose approved by the Authority.

18 Section 16. Termination and Distribution

19 By mutual agreement of all parties hereto, this agreement  
20 may be terminated at any time.

21 Prior to termination, the Authority shall dispose of all of  
22 its property in a manner determined by the Authority to be most  
23 beneficial to the parties hereto. The proceeds of such disposal  
24 shall be distributed to the parties in the same proportion as  
25 their original percentage contribution.

26 Upon disposal of the property and distribution to the  
27 parties hereto, this agreement shall automatically terminate.

28 //

1           Section 17. Option to Withdraw; Consideration

2           Each of the parties to this agreement is granted an Option  
3 to withdraw from this agreement prior to final distribution and  
4 termination, and be relieved of any responsibilities under this  
5 agreement which thereafter arise, provided however, that with-  
6 drawal shall not relieve a party for any liabilities incurred  
7 prior to such withdrawal.

8           In consideration of said option the parties agree that any  
9 withdrawing party waives all rights under this agreement including,  
10 but not limited to, any right to further reimbursement for the  
11 original contribution paid hereunder, and any share in the proceeds  
12 received from disposal of the property of the Authority upon  
13 termination of this agreement.

14           Upon withdrawal of any party, the Authority shall be composed  
15 of the remaining parties only, and the percentage interest of each  
16 party remaining shall be recomputed using the same population  
17 figures that are contained in Section 12 of the agreement. The  
18 office on the Board which represented the withdrawing party shall  
19 be declared vacant, and a successor to that office shall be  
20 selected by the remaining Board members.

21           Section 18. Severability

22           Should any part, term, or provision of this Agreement be  
23 decided by the courts to be illegal or in conflict with any law  
24 of the State of California, or otherwise be rendered unenforceable  
25 or ineffectual, the validity of the remaining portions or provisions  
26 shall not be affected thereby.

27           Section 19. Successors; Assignment

28           This agreement shall be binding upon and shall inure to the

1 benefit of the successors of the parties. Except to the extent  
2 expressly provided herein, no party may assign any right or  
3 obligation hereunder without the consent of the others.

4 Section 20. Amendments

5 This Agreement may be amended by one or more supplemental  
6 agreements executed by the County and the Cities.

7 Section 21. Section Headings

8 All section headings contained herein are for convenience of  
9 reference only and are not intended to define or limit the scope  
10 of any provision of this Agreement.

11 Section 22. Insurance

12 Authority shall carry sufficient general liability coverage  
13 and shall defend, save, hold harmless and indemnify the Cities  
14 and County, and all of their respective officers, agents and  
15 employees, against all claims, actions, or damages of any nature  
16 whatsoever.

17 IN WITNESS WHEREOF, the parties hereto have caused this  
18 Agreement to be executed and attested by their proper officers  
19 thereunto duly authorized, and their official seals to be hereto  
20 affixed, as of the day and year first above written.

21 COUNTY OF PLACER

22 .. (Seal)

23 BY: Robert P. Mahan  
Chairman, Board of Supervisors

24 Attest: MAURINE I. DOBBAS  
COUNTY CLERK/RECORDER

25 BY: Maurine I. Dobbas  
26 Deputy Clerk

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CITY OF ROSEVILLE

(Seal)

BY: June Waniak  
Mayor

Attest:

BY: Helen Florence  
Deputy City Clerk Title

CITY OF ROCKLIN

(Seal)

BY: Carl H. Chinnock  
Mayor

Attest:

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

CITY OF LINCOLN

(Seal)

BY: David Hillier  
Mayor

Attest:

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

AMENDMENT NO. 1  
JOINT POWERS AGREEMENT  
WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

THIS AGREEMENT, made and entered into this 25th day of August, 1987 pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provisions relating to membership and adding a provision relating to compensation.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

1. Section 7. Governing Board. Is amended to read as follows:  
The authority shall be administered by the Board, which shall consist of five (5) members. Two (2) members of the Board shall be appointed by the Board of Supervisors of the County, and one (1) member of the Board shall be appointed by the City Council of each of the Cities. Appointees of the Board of Supervisors and the City Councils shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and the county. The appointees shall serve at the pleasure of the governing body of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of



such member of the Board. In the event a member of the Board ceases to be a member of the governing body which appointed the member a successor shall be appointed.

2. Section 8. Meeting of the Governing Board.

Add section to read as follows:

(f) The members of this Board and the Board Secretary shall be entitled to receive from the Authority the sum of \$75.00 for attending Board meetings.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 1 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: *Earl Hunter* v  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest: *Georgia Hake*  
Clerk

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

such member of the Board. In the event a member of the Board ceases to be a member of the governing body which appointed the member a successor shall be appointed.

2. Section 8. Meeting of the Governing Board.

Add section to read as follows:

(f) The members of this Board and the Board Secretary shall be entitled to receive from the Authority the sum of \$75.00 for attending Board meetings.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 1 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
Chairman of Board of Supervisors

Attest: \_\_\_\_\_  
Clerk

CITY OF LINCOLN

By: Charles Keller  
Chairman of City Council

Attest: Judith L. Hartpole  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Amendment No. 1 to WRSLA JPA - page 2

such member of the Board. In the event a member of the Board ceases to be a member of the governing body which appointed the member a successor shall be appointed.

2. Section 8. Meeting of the Governing Board.

Add section to read as follows:.

(f) The members of this Board and the Board Secretary shall be entitled to receive from the Authority the sum of \$75.00 for attending Board meetings.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 1 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: H. Ross Lynsworth  
Chairman of City Council

By: \_\_\_\_\_  
Chairman of City Council

Attest: Bedwin  
Clerk

Attest: \_\_\_\_\_  
Clerk -

such member of the Board. In the event a member of the Board ceases to be a member of the governing body which appointed the member a successor shall be appointed.

2. Section 8. Meeting of the Governing Board.

Add section to read as follows:

(f) The members of this Board and the Board Secretary shall be entitled to receive from the Authority the sum of \$75.00 for attending Board meetings.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 1 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

Approved: *Michael J. Dew*  
CITY ATTORNEY  
City of Roseville, Calif.  
Date: 8/12/87

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

By: *W. Hutchinson*  
City Manager - 6

Attest: \_\_\_\_\_  
Clerk

Attest: *Helen Florence*  
Clerk

AMENDMENT NO. 2  
JOINT POWERS AGREEMENT  
WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

THIS AGREEMENT, made and entered into this 25th day of October, 1988 pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision of Section 12 relating to contributions to the Authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS AGREEMENT WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

- 1. Section 12 Contributions to Authority. Is amended to read as follows:

The Authority shall establish appropriate fees and charges so that the landfill site, when operational, will be self-supporting, and, over a period of twenty-five (25) years or when sufficient funds are available, the parties hereto will recover their initial contributions

(The remainder of this section stays the same.)

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 2 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: Robert P. Mahan  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest Christinette Sharp  
Clerk

Attest \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

By: \_\_\_\_\_  
Chairman of City Council

Attest \_\_\_\_\_  
Clerk

Attest \_\_\_\_\_  
Clerk

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

10-25-88  
GEORGINA FLAKE

Clerk of the Board of Supervisors of the County of Placer, State of California.

Sally Guller  
DEPUTY CLERK

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 2 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
Chairman of Board of Supervisors

Attest \_\_\_\_\_  
Clerk

CITY OF LINCOLN

By: *Roy Lasswell*  
Chairman of City Council

Attest *Jinda J. Stackpole*  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

Attest \_\_\_\_\_  
Clerk

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 2 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest \_\_\_\_\_  
Clerk

Attest \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman of City Council

By: W. Hutchinson  
City Manager

Attest \_\_\_\_\_  
Clerk

Attest Kelen Florence  
Clerk

Approved As To Form  
[Signature]  
CITY ATTORNEY  
City of Roseville, Calif.  
Date 8/25/88



IN WITNESS WHEREOF, the member entities have executed this Amendment No. 2 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest \_\_\_\_\_  
Clerk

Attest \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By: *Peter Hill*  
Chairman of City Council

By: \_\_\_\_\_  
Chairman of City Council

Attest *Andie Bedwine*  
Clerk

Attest \_\_\_\_\_  
Clerk

EXHIBIT A  
to Reso. 88-321  
2 of 2

AMENDMENT NO. 3  
JOINT POWERS AGREEMENT

WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

This AGREEMENT, made and entered into this 21st day of November, 1989, pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision relating to compensation.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGE IS HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

Section 8. Meeting of the Governing Board.

Change section (F) to read as follows:

(f) The members of the Board and Secretary to the Board shall be entitled to receive from the Authority, for attending Authority meetings, the sum of \$100.00 per meeting, or a sum equivalent to but not to exceed, that paid to the Board of Supervisors, for attending special meetings. Future adjustments in compensation shall be by Resolution of the Authority.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 3 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY  
By: Alto Ferreira  
Chairman  
Board of Supervisors

CITY OF ROSEVILLE  
By: \_\_\_\_\_  
Chairman of City Council

Attest: Georgia Flake  
Clerk

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN  
By: \_\_\_\_\_  
Chairman of City Council

CITY OF LINCOLN  
By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

AMENDMENT NO. 3  
JOINT POWERS AGREEMENT

WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 1989, pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision relating to compensation.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGE IS HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

Section 8. Meeting of the Governing Board.

Change section (f) to read as follows:  
(f) The members of the Board and Secretary to the Board shall be entitled to receive from the Authority, for attending Authority meetings, the sum of \$100.00 per meeting, or a sum equivalent to but not to exceed, that paid to the Board of Supervisors, for attending special meetings. Future adjustments in compensation shall be by Resolution of the Authority.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 3 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: [Signature]  
City Manager

Attest: [Signature]  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

AMENDMENT NO. 3  
JOINT POWERS AGREEMENT

WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

This AGREEMENT, made and entered into this 14th day of November, 1989, pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision relating to compensation.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGE IS HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

Section 8. Meeting of the Governing Board.

Change section (F) to read as follows:

(f) The members of the Board and Secretary to the Board shall be entitled to receive from the Authority, for attending Authority meetings, the sum of \$100.00 per meeting, or a sum equivalent to but not to exceed, that paid to the Board of Supervisors, for attending special meetings. Future adjustments in compensation shall be by Resolution of the Authority.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 3 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

§

PLACER COUNTY

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF LINCOLN

By: *Keith E. ...*  
Chairman of City Council

By: \_\_\_\_\_  
Chairman of City Council

Attest: *B. ...*  
Clerk

Attest: \_\_\_\_\_  
Clerk

AMENDMENT NO. 3  
JOINT POWERS AGREEMENT

WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 1989, pursuant to the joint Exercise of Powers Act, by and between Placer County and the cities of Lincoln, Rocklin and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

RECITALS

On October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision relating to compensation.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGE IS HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN REGIONAL SANITARY LANDFILL AUTHORITY:

Section 8. Meeting of the Governing Board.

Change section (F) to read as follows:

(f) The members of the Board and Secretary to the Board shall be entitled to receive from the Authority, for attending Authority meetings, the sum of \$100.00 per meeting, or a sum equivalent to but not to exceed, that paid to the Board of Supervisors, for attending special meetings. Future adjustments in compensation shall be by Resolution of the Authority.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 3 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of City Council

By: *Robert A. Babcock*  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Attest: *Jinda L. Stackpole*  
Clerk

AMENDMENT NO. 4

JOINT POWERS AGREEMENT

WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

This AGREEMENT, made and entered into this 3/5 day of July, 1990, pursuant to the Joint Exercise of Powers Act, by and between Placer County and the Cities of Lincoln, Rocklin, and Roseville. These public entities are hereinafter collectively referred to as the "member entities".

R E C I T A L S

WHEREAS, on October 3, 1978, the member entities entered into the Joint Powers Agreement, Western Regional Sanitary Landfill, which they now wish to amend by changing the provision relating to insurance.

NOW, THEREFORE, it is mutually agreed that the following change is hereby made in the Joint Powers Agreement, Western Regional Sanitary Landfill Authority:

Section 22. Indemnity and Insurance

Authority shall defend, save, hold harmless, and indemnify the Cities and County, and all of their respective officers, agents and employees, against all claims, actions, or damages of any nature whatsoever arising out of or in any way connected with the Authority's purpose and activity under this Agreement.

Authority shall carry general liability, automobile liability, pollution, and errors and omissions insurance coverage. The Authority, by unanimous vote, may waive the requirement of errors and omissions insurance coverage if it finds that each member of the Authority is adequately covered with respect to his or her activities on the Authority by the insurance coverage provided by the City or County he or she represents.

Insurance coverage may be either purchased or provided through a self-insurance program or a combination of both.

Insurance coverage limits and self-insurance reserves shall be in an amount determined by the Authority, and shall be based upon an actuarial study. Actuarial studies shall be conducted every five years to assure that the level of self-insurance reserves is still acceptable to the Authority.

Section 16. Termination and Distribution

By mutual agreement of all parties hereto, this agreement may be terminated at any time.

Prior to termination, the Authority shall dispose of all of its property in a manner determined by the Authority to be most beneficial to the parties hereto. The proceeds of such disposal, and proceed of any trust funds and insurance funds held by the authority shall be distributed to the parties in the same proportion as their original percentage contribution.

Upon disposal of the property and distribution to the parties hereto, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 4 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: *George Beland*  
George Beland, Chairman  
Board of Supervisors

Attest: *Christette Sharp*  
Clerk of the Board

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

This document is being executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



IN WITNESS WHEREOF, the member entities have executed this Amendment No. 4 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
George Beland, Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board

CITY OF LINCOLN

By: Stanley P. Nader  
Chairman of City Council

Attest: Linda J. Stackpole  
Clerk

CITY OF ROSEVILLE

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

This document is being executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Joint Powers Agreement  
Amendment No. 4  
Page Three of Three Pages

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 4 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
George Beland, Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: *[Signature]*  
City Manager

Attest: *[Signature]*  
Clerk

CITY OF ROCKLIN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

Approved To Forth  
*[Signature]*  
CITY ATTORNEY  
City of Roseville, Calif.  
Date: \_\_\_\_\_

This document is being executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 4 to the Joint Powers Agreement, Western Regional Sanitary Landfill Authority, on the day and year first above written.

PLACER COUNTY

By: \_\_\_\_\_  
George Beland, Chairman  
Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board

CITY OF LINCOLN

By: \_\_\_\_\_  
Chairman of City Council

Attest: \_\_\_\_\_  
Clerk

CITY OF ROSEVILLE

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
Clerk

CITY OF ROCKLIN

By: Clarke Dominguez  
Mayor of City Council

Attest: Andrea Bedwell  
Clerk

This document is being executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

AMENDMENT NO. 5  
JOINT POWERS AGREEMENT  
WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

THIS AGREEMENT is made and entered into as of this first day of October, 1993, pursuant to the Joint Exercise of Powers Act, by and between Placer County and the Cities of Lincoln, Rocklin and Roseville. These public agencies are hereinafter collectively referred to as the "member entities."

RECITALS

WHEREAS, on October 3, 1978 the member entities entered into a Joint Exercise of Powers Agreement ("Agreement") establishing the Western Regional Sanitary Landfill Authority ("Authority"); and

WHEREAS, the Agreement has been amended by the member entities in 1987, 1988, 1989 and 1990; and

WHEREAS, the Authority has, pursuant to the purpose and powers set forth in the Agreement, entered into an agreement for the design, construction management and operation of a Materials Recovery Facility, Composting Facility and Household Hazardous Waste Facility on the landfill site; and

WHEREAS, by virtue of the construction and operation of these related improvements, the name of the Authority, as established in the Agreement, will no longer accurately describe the Authority's full range of activities; and

WHEREAS, the member entities now wish to amend the Agreement to change the name of the Authority.

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 1 of the Agreement, "Definitions", is amended by changing the definition of "Authority" to read as follows:

"The term 'Authority' shall mean the Western Placer Waste Management Authority created by this Agreement."

2. Section 3 of the Agreement, "Creation of Authority", is amended by revising the first sentence thereof to read as follows:

"There is hereby created pursuant to the law an agency or public entity to be known as the Western Placer Waste Management Authority."

3. The Authority is authorized and directed to file a notice of this Amendment No. 5 with the California Secretary of State, as required by Government Code Section 6503.5.

4. This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

In witness whereof, the member entities have executed this Amendment No. 5 to the Joint Powers Agreement, to be effective as of the day and year first above written.

PLACER COUNTY

By Phil Benich 9-21-93  
Chair, Board of Supervisors

Attest: Georgia Hake  
Clerk of the Board

CITY OF LINCOLN

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

CITY OF ROCKLIN

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

CITY OF ROSEVILLE

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

3. The Authority is authorized and directed to file a notice of this Amendment No. 5 with the California Secretary of State, as required by Government Code Section 6503.5.

4. This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

In witness whereof, the member entities have executed this Amendment No. 5 to the Joint Powers Agreement, to be effective as of the day and year first above written.

PLACER COUNTY

By \_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board

CITY OF LINCOLN

By Roberta Baker  
Mayor

Attest: Linda J. Stuyve  
City Clerk

CITY OF ROCKLIN

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

CITY OF ROSEVILLE

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

3. The Authority is authorized and directed to file a notice of this Amendment No. 5 with the California Secretary of State, as required by Government Code Section 6503.5.

4. This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

In witness whereof, the member entities have executed this Amendment No. 5 to the Joint Powers Agreement, to be effective as of the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
City Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By Kathy E. Lund  
Mayor

By \_\_\_\_\_  
Mayor

Attest: Loei  
City Clerk

Attest: \_\_\_\_\_  
City Clerk



3. The Authority is authorized and directed to file a notice of this Amendment No. 5 with the California Secretary of State, as required by Government Code Section 6503.5.

4. This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

In witness whereof, the member entities have executed this Amendment No. 5 to the Joint Powers Agreement, to be effective as of the day and year first above written.

PLACER COUNTY

CITY OF LINCOLN

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
City Clerk

CITY OF ROCKLIN

CITY OF ROSEVILLE

By \_\_\_\_\_  
Mayor

By  \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Attest:  \_\_\_\_\_  
City Clerk

AMENDMENT No. 6  
JOINT POWERS AGREEMENT  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY  
[FORMERLY WESTERN REGIONAL SANITARY LANDFILL AUTHORITY]

THIS AGREEMENT is made and entered into as of this 14<sup>th</sup> day of April, 2005, pursuant to the Joint Exercise of Powers Act, by and between Placer County and the Cities of Lincoln, Rocklin and Roseville. These public agencies are hereinafter collectively referred to as the "member entities."

WHEREAS, on October 3, 1978 the member entities entered into a Joint Exercise of Powers Agreement ("Agreement") establishing the Western Regional Sanitary Landfill Authority ("Authority"); and

WHEREAS, the Agreement has been amended by the member entities in 1987, 1988, 1989, 1990, and most recently in 1993, at which time the Authority's name was changed to the Western Placer Waste Management Authority, as it is known today; and

WHEREAS, the member entities wish to amend this Joint Powers Agreement a sixth time to change the provision relating to the Governing Board to add the authority for member agencies to designate Governing Board member alternates.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE JOINT POWERS AGREEMENT, WESTERN PLACER WASTE MANAGEMENT AUTHORITY:

Section 7 shall be replaced by the following:

1. Section 7. Governing Board

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

(a) Two members appointed by the board of supervisors from their own membership. The board of supervisors may appoint a third supervisor who shall be an alternate member of the Board.

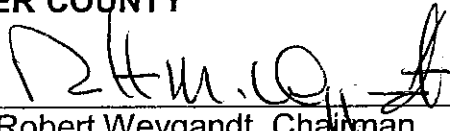
(b) One member appointed by the City Councils of each of the Cities. Each City's City Council may appoint a second council member who shall be an alternate for the appointed member.

(c) Any alternate member may serve and vote in place of any of his agency's member(s) on the Board who is absent or who disqualifies himself or herself from participating in a meeting of the Board. If the office of a regular member becomes vacant, the alternate member may serve and vote in place of the former regular member until the appointment and qualification of a regular member to fill the vacancy.

(d) Appointees of the Board of Supervisors and the City Councils, both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 6 to the Joint Powers Agreement, Western Placer Waste Management Authority, on the day and year first above written.

**PLACER COUNTY**

By:   
Robert Weygandt, Chairman  
Board of Supervisors

**CITY OF LINCOLN**

By: \_\_\_\_\_  
Gerald F. Johnson, City Manager

Approved as to form:

\_\_\_\_\_  
Sabrina Thompson, Agency Counsel

Approved as to form:

\_\_\_\_\_  
Tim Hayes, City Attorney

Attest: \_\_\_\_\_  
Ann Holman, Clerk of the Board

Attest: \_\_\_\_\_  
Linda Stackpoole, City Clerk

**CITY OF ROCKLIN**

By: \_\_\_\_\_  
Carlos A. Urrutia, City Manager ✓

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
W. Craig Robinson, City Manager ✓

Approved as to form:

\_\_\_\_\_  
Russell A. Hildebrand, City Attorney ✓

Approved as to form:

\_\_\_\_\_  
Mark Doane, City Attorney ✓

Attest: \_\_\_\_\_  
Sandra Davies, City Clerk ✓

Attest: \_\_\_\_\_  
Sonia Orozco, City Clerk ✓

(d) Appointees of the Board of Supervisors and the City Councils, both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 6 to the Joint Powers Agreement, Western Placer Waste Management Authority, on the day and year first above written.

**PLACER COUNTY**

By: \_\_\_\_\_  
Robert Weygandt, Chairman  
Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Sabrina Thompson, Agency Counsel

Attest: \_\_\_\_\_  
Ann Holman, Clerk of the Board

**CITY OF LINCOLN**

By: \_\_\_\_\_  
Gerald F. Johnson, City Manager

Approved as to form:

\_\_\_\_\_  
Tim Hayes, City Attorney

Attest: \_\_\_\_\_  
Linda Stackpoole, City Clerk

**CITY OF ROCKLIN**

By: \_\_\_\_\_  
Carlos A. Urrutia, City Manager

Approved as to form:

\_\_\_\_\_  
Russell A. Hildebrand, City Attorney

Attest: \_\_\_\_\_  
Sandra Davies, City Clerk

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
W. Craig Robinson, City Manager

Approved as to form:

\_\_\_\_\_  
Mark Doane, City Attorney

Attest: \_\_\_\_\_  
Sonia Orozco, City Clerk

(d) Appointees of the Board of Supervisors and the City Councils, both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 6 to the Joint Powers Agreement, Western Placer Waste Management Authority, on the day and year first above written.

**PLACER COUNTY**

**CITY OF LINCOLN**

By: \_\_\_\_\_  
Robert Weygandt, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Gerald F. Johnson, City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Sabrina Thompson, Agency Counsel

\_\_\_\_\_  
Tim Hayes, City Attorney

Attest: \_\_\_\_\_  
Ann Holman, Clerk of the Board

Attest: \_\_\_\_\_  
Linda Stackpoole, City Clerk

**CITY OF ROCKLIN**

**CITY OF ROSEVILLE**

By: Carlos A. Urrutia  
Carlos A. Urrutia, City Manager

By: \_\_\_\_\_  
W. Craig Robinson, City Manager

Approved as to form:

Approved as to form:

Russell A. Hildebrand  
Russell A. Hildebrand, City Attorney

\_\_\_\_\_  
Mark Doane, City Attorney

Attest: Sandra Davies  
Sandra Davies, City Clerk

Attest: \_\_\_\_\_  
Sonia Orozco, City Clerk

(d) Appointees of the Board of Supervisors and the City Councils, both regular members and alternates, shall be a member of their respective governing bodies and shall be appointed for a term of office which shall be determined by the governing body of each city and county. The appointees shall serve at the pleasure of the governing board of which they are a member. The successor in office of each member of the Board shall be appointed by the same body that appointed the predecessor of such member of the Board.

IN WITNESS WHEREOF, the member entities have executed this Amendment No. 6 to the Joint Powers Agreement, Western Placer Waste Management Authority, on the day and year first above written.

**PLACER COUNTY**

**CITY OF LINCOLN**

By: \_\_\_\_\_  
Robert Weygandt, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Gerald F. Johnson, City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Sabrina Thompson, Agency Counsel

\_\_\_\_\_  
Tim Hayes, City Attorney


Attest: \_\_\_\_\_  
Ann Holman, Clerk of the Board

Attest: \_\_\_\_\_  
Linda Stackpoole, City Clerk

**CITY OF ROCKLIN**

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Carlos A. Urrutia, City Manager

By:   
W. Craig Robinson, City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Russell A. Hildebrand, City Attorney

  
\_\_\_\_\_  
Mark Doane, City Attorney

Attest: \_\_\_\_\_  
Sandra Davies, City Clerk

Attest:   
\_\_\_\_\_  
Sonia Orozco, City Clerk