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NO. 94012

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JOINT EXERCISE OF POWERS AGREEMENT FOR
CREATION OF SOUTH LAKE TAHOE BASIN
WASTE MANAGEMENT AUTHORITY

2

BARBARA REED

CLERK

BY [Signature] DEPUTY

5 WHEREAS, the City of South Lake Tahoe ("South Lake Tahoe"), a
6 political subdivision of the State of California, the County of El
7 Dorado ("El Dorado") a political subdivision of the State of
8 California, and the County of Douglas ("Douglas"), a political
9 subdivision of the state of Nevada (individually "Agency" and
10 collectively "Agencies"), are subject to various state and federal
11 requirements and mandates regarding the handling and reduction of
12 solid waste generated within their respective boundaries, and

13 WHEREAS, South Lake Tahoe, El Dorado and Douglas are
14 physically adjacent and share a common interest in cost-effective
15 management of solid waste generated in the southern Tahoe Basin,
16 and

17 WHEREAS, South Lake Tahoe, El Dorado and Douglas wish to
18 encourage the construction of a materials recovery facility and
19 other solid waste handling facilities such as transfer stations in
20 the Tahoe Basin, and wish to establish a fair and equitable
21 arrangement to share in the costs of such a facility, and

22 WHEREAS, South Lake Tahoe, El Dorado and Douglas have
23 determined that the creation of a joint powers authority is the
24 most appropriate manner in which to accomplish their goals while at
25 the same time accommodating their individual interests, and

26 WHEREAS, California Government Code section 6500 et seq., and
27 Nevada Revised Statutes 227.080-277.180 provides that South Lake
28 Tahoe, El Dorado and Douglas may by agreement jointly exercise any

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1 power common to them, and it is the intent of the Agencies to
2 utilize these statutory authorities to enter into this Agreement,

3 NOW, THEREFORE, IT IS HEREBY AGREED:

4 1. Joint Powers Authority Created

5 There is hereby created the South Lake Tahoe Basin Waste
6 Management Authority ("Authority") to exercise in the manner set
7 forth in this Agreement the powers common to each of the Agencies.
8 The members are: City of South Lake Tahoe, California, County of
9 El Dorado, California, and County of Douglas, Nevada. The
10 Authority shall be a public entity separate from the Agencies. No
11 debt, liability or obligation of the Authority shall constitute a
12 debt, liability or obligation of any Agency and each Agency's
13 obligation hereunder is expressly limited only to the appropriation
14 and contribution of such funds as may be levied pursuant to this
15 Agreement or as the Agencies may otherwise agree.

16 2. Boundary

17 The boundary of the Authority shall be the boundaries of South
18 Lake Tahoe, El Dorado within the Tahoe Basin and Douglas within the
19 Tahoe Basin.

20 3. Powers

21 The Authority shall have the following powers:

- 22 a. to make and enter into contracts;
- 23 b. to apply for and accept grants, advances and
24 contributions;
- 25 c. to provide funding to public or private entities for
26 the construction of materials recovery facilities, transfer
27 stations, or other solid waste handling facilities, and/or conduct
28 of programs under the general purview of the Authority.

1 d. to employ or contract for the services of agents,
2 consultants and such other persons or firms as necessary;

3 e. to promulgate regulations governing the
4 construction, management, maintenance, operation and control of any
5 public or private materials recovery facilities, transfer
6 facilities, or other buildings or improvements involved with solid
7 waste processing;

8 f. to acquire, hold or dispose of property, including
9 exercise of the power of eminent domain under the provisions of
10 Code of Civil Procedure sections 1230.010 et seq., as these
11 sections exist and as they may be amended from time to time;

12 g. to sue and be sued in its own name;

13 h. to incur debts, liabilities or obligations, subject
14 to limitations herein set forth;

15 i. to adopt, as authorized by law, ordinances or
16 resolutions necessary to carry out the purposes of this agreement;

17 j. to adopt annually a budget setting forth all
18 administrative, operational and capital expenses for the Authority,
19 together with the apportionment of such expenses by levy against
20 each Agency to the extent as set forth herein.

21 **4. Organization**

22 **a. Board**

23 The Authority shall be governed by the Board which shall
24 exercise all powers and authority on behalf of the Authority.

25 The Board is empowered to establish its own procedures. The
26 Board may do any and all things necessary to carry out the purposes
27 of this Agreement.

28 //

1 b. Members

2 The Board shall consist of one member of the governing body of
3 each of the Agencies. Upon execution of this Agreement, the
4 governing body of each Agency shall by resolution or other
5 appropriate action appoint its member(s) to serve on the Board and
6 one of its members to serve as an alternate member of the Board
7 after his or her appointment, until a successor is selected. Each
8 member and alternate shall serve at the pleasure of the governing
9 body of the appointing Agency. Any change in appointment of a
10 member or alternate shall be by resolution of the governing body of
11 the appointing Agency.

12 c. Vote

13 Each Agency shall have one vote.

14 d. Vote Required

15 A unanimous vote shall be required for the adoption of a
16 resolution or ordinance or for any other action. Actions to
17 approve Authority participation in or financing of materials
18 recovery facilities shall be by resolution, and shall require a
19 unanimous vote of the Agencies.

20 e. Meetings of the Board

21 (1) Regular Meetings

22 The Board shall hold at least one regular meeting each
23 year. The date, hour and place at which each such regular meeting
24 shall be held shall be fixed by resolution of the Board.

25 (2) Special Meetings

26 Special meetings of the Board may be called in accordance
27 with provisions of law.

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1 **(3) Notice of Meetings**

2 All meetings of the Board shall be held subject to both
3 the provisions of the Ralph M. Brown Act, being sections 54960 et
4 seq. of the California Government Code, and applicable laws of the
5 State of Nevada requiring notice of meetings of public bodies to be
6 given.

7 **(4) Minutes**

8 The Board shall cause minutes of all meetings to be kept
9 and shall, as soon as possible after each meeting, cause a copy of
10 the minutes to be forwarded to each member of the Board and to each
11 Agency.

12 **f. Bylaws**

13 The Board shall adopt by resolution from time to time
14 such by-laws, rules or regulations for the conduct of its affairs
15 as may be required.

16 **5. Budget and Dues of Members**

17 The fiscal year of the Authority shall be the year beginning
18 October 1 and ending September 30. For each fiscal year, the
19 Authority shall adopt a budget. A unanimous vote of the Agencies
20 shall be necessary for a budget to be adopted. At the same time as
21 the budget is adopted, the Authority shall establish the dues of
22 each Agency, if necessary.

23 Each Agency shall be responsible for the payment to the
24 Authority, of the dues which are set at the time of adoption of the
25 budget. As long as the Agency is a member of the Authority, the
26 Agency shall pay the dues by imposing a surcharge on the solid
27 waste disposal bill of each person owning, occupying or in
28 possession or control of a parcel of property serviced by a solid

1 waste collection franchisee within the boundary of each Agency of
2 the Authority in an amount sufficient to pay that Agency's dues.
3 Alternately, the governing board of an Agency may pay its dues from
4 other funding sources.

5 Surplus funds generated by the Authority shall be credited
6 against future dues of the Agencies, or may be returned to the
7 Agencies in proportion to the contribution of each Agency during
8 the term of this Agreement.

9 **6. Funds, Audit and Accounting Services**

10 The Authority shall appoint a Finance Officer to serve the
11 combined functions of treasurer and auditor pursuant to Government
12 Code section 6505.6, as it now exists or as it may be amended from
13 time to time. The Finance Officer shall serve as the depository
14 and have custody of all Authority funds from whatever source, and
15 shall perform the following functions:

16 a. Receive and receipt for funds for the Authority and
17 place them in appropriate accounts of a financial institution,
18 checking accounts or interest bearing government accounts to the
19 credit of the Authority, and invest any surplus funds in accordance
20 with Government Code section 53601, as that section exists or as it
21 may be amended from time to time;

22 b. Draw warrants or otherwise be responsible to certify
23 the payment of demands against the Authority when approved by the
24 Authority or by a person authorized by the Authority to so approve;

25 c. Pay and sums due from Authority money, or any
26 portion thereof, only upon warrants or other equivalent
27 certification pursuant to procedures established by the Authority.

28 d. Verify and report in writing on the first day of

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1 July, October, January and April of each year to the Authority and
2 to the Agencies the amount of money held for the Authority, as well
3 as the amount of receipts and the amount paid out since the last
4 report to the Authority; and

5 e. Pursuant to Government Code section 6505.6, as it
6 now exists or as it may be amended from time to time, the Finance
7 Officer shall cause an independent audit of the accounts and
8 records to be conducted by a certified public accountant or public
9 accountant. This independent audit shall comply with the
10 requirements of section 6505 of the Government Code as it now
11 exists or as it may be amended from time to time. In each case the
12 minimum requirements of the audit shall be those prescribed by the
13 State Controller for special districts under section 26909 of the
14 Government Code as it now exists or as it may be amended from time
15 to time. The audit shall conform to generally accepted auditing
16 standards.

17 **7. Disposition of Authority Funds Upon Termination**

18 a. In the event of termination of the Authority where
19 there is a successor public entity which will carry on the
20 activities of the Authority and assume its obligations, Authority
21 funds, including any interest earned on deposits, remaining upon
22 termination of the Authority and after payment of all obligations
23 shall be transferred to the successor public entity.

24 b. If there is no successor public entity which would
25 carry on any of the activities of the Authority or assume any of
26 its obligations, Authority funds, including any interest earned on
27 deposits, remaining upon termination of the Authority and after
28 payment of all obligations, shall be returned in proportion to the

1 contribution of each Agency during the term of this Agreement.

2 c. If there is a successor public agency which would
3 undertake some of the functions of the Authority and assume some of
4 its obligations, Authority funds, including any interest earned on
5 deposits, remaining upon termination of the Authority and after
6 payment of all obligations, shall be allocated by the Board between
7 the successor public entity and member agencies.

8 In the event the Authority is terminated under circumstances
9 falling within (b) or (c) above, all decisions of the Board with
10 regard to determinations of amounts to be transferred to member
11 agencies or any successor shall be final.

12 8. Withdrawal and Termination of Membership

13 Any Agency may withdraw from this Agreement, subject to
14 written notice submitted to the Authority at least one full fiscal
15 year in advance of the effective date of withdrawal. The
16 membership of any Agency which ceases to have powers in common with
17 the parties to this Agreement shall terminate thirty (30) days
18 after the occurrence of the requisite events as specified in this
19 section.

20 9. Execution in Counterpart

21 This Agreement may be executed in identical counterpart by the
22 governing bodies of each Agency, and shall become effective as of
23 the date of execution by the Agency last approving this Agreement.
24 Each Agency shall provide each other Agency with a certified copy
25 of the Agreement showing that Agency's execution.

26 //
27 //
28 //

1 10. Amendment

2 This Agreement may be amended only by the unanimous vote of
3 the governing boards of all Agencies.

4 Dated: January 25, 1994

COUNTY OF EL DORADO
State of California

6 By John E. Upton
Chairman, Board of Supervisors
7 **JOHN E. UPTON** 1-25-94

8 ATTEST:

9 DIXIE L. FOOTE
Clerk of the Board of Supervisors

10 By Margaret E. Moody
Deputy Clerk 1-25-94

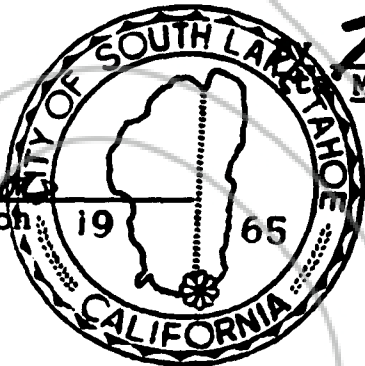
12 Dated: January 4, 1994

CITY OF SOUTH LAKE TAHOE
State of California

14 Kevin Cole
Mayor, Kevin Cole

15 ATTEST:

16 By Angela Peterson
Angela Peterson 19 65
17
18



19 Dated: Feb. 17, 1994

COUNTY OF DOUGLAS
State of Nevada

20
21 By David Pumphrey
Its David Pumphrey, Chairman
22 Douglas County Board of County Commissioners

23 ATTEST:

24 By Barbara J. Reid
By Barbara J. Reid, deputy

27 SHF:jmf
mrfjpa.agr
28 1/3/93

EXHIBIT A
SOUTH TAHOE REFUSE CO., INC.
RATE ANALYSIS - EL DORADO COUNTY/CITY OF SOUTH LAKE TAHOE
May 1985 to November 1993

Description	El Dorado Co			City of SLT		
	Res	Comm		Res	Comm	
	unl.	Per Yd	Per Can	unl.	Per Yd	Per Can
A Base Rate 5/85-1/86	<u>8.55</u>	<u>10.25</u>	<u>1.72</u>	<u>7.75</u>	<u>8.58</u>	<u>1.20</u>
B Douglas Co. Landfill Closure @ 12.37% 11/88	1.06 <u>2.61</u>	1.27 <u>11.52</u>	.22 <u>2.01</u>	.96 <u>8.71</u>	1.06 <u>2.64</u>	.15 <u>1.35</u>
C Tahoe Clean Community 11/8825 <u>8.96</u>	.10 <u>2.74</u>	...
D Transfer Station Compactor @ 5.2-6% 1/90	.58 <u>10.12</u>	.69 <u>12.21</u>	.12 <u>2.13</u>	.47 <u>2.43</u>	.52 <u>10.26</u>	.07 <u>1.42</u>
E Douglas Co. Landfill Closure @ 11.2% 10/90	1.14 <u>11.33</u>	1.37 <u>13.58</u>	.24 <u>2.37</u>	1.05 <u>10.48</u>	1.15 <u>11.41</u>	.16 <u>1.58</u>
F Nevada State Surcharge @ 4% 10/90	.41 <u>11.74</u>	.49 <u>14.07</u>	.09 <u>2.46</u>	.38 <u>10.86</u>	.44 <u>11.85</u>	.06 <u>1.64</u>
G Retro Nevada State Surcharge @ 1% 10/90	-.10 <u>11.84</u>	.14 <u>14.21</u>	.02 <u>2.48</u>	.09 <u>10.95</u>	.12 <u>11.97</u>	.02 <u>1.66</u>
H Delete Retro Nevada State Surcharge @ 1% 10/91	-.10 <u>11.74</u>	-.14 <u>14.07</u>	-.02 <u>2.46</u>	-.09 <u>10.86</u>	-.12 <u>11.85</u>	-.02 <u>1.64</u>
I General Rate Increase @ 9.67% 10/91	1.14 <u>12.88</u>	1.37 <u>15.44</u>	.24 <u>2.70</u>	1.06 <u>11.92</u>	1.14 <u>12.92</u>	.16 <u>1.80</u>
J Transfer Station Enclosure/MRF 2.85% 4/92	.34 <u>13.22</u>	.41 <u>15.85</u>	.07 <u>2.77</u>	.31 <u>12.23</u>	.34 <u>13.33</u>	.05 <u>1.85</u>
K Storey County Trans. Cost @ 6.41% 7/92	.76 <u>13.98</u>	.91 <u>16.76</u>	.16 <u>2.93</u>	.70 <u>12.93</u>	.77 <u>14.10</u>	.10 <u>1.95</u>
L Delete Douglas Co. Surcharges (B & E) Increase Franchise Fee 1% to 5% Establish MRF Trust 10/92	-2.20 .57 1.63	-2.64 .70 1.94	-.46 .12 .34	-2.01 ... 2.01	-2.21 ... 2.21	-.3131
M Delete Enclosure Add to MRF Trust MRF Trust Balance 10/92	-.34 ... 1.97	-.41 .41 2.35	-.07 .07 .41	-.31 .31 2.32	-.34 .34 2.55	-.05 .05 .36
N Delete Nevada State Surcharge Add Storey County Surcharge Add Balance to MRF Trust MRF Trust Balance 11/92	-.41 .21 .20 2.17	-.49 .25 .24 2.59	-.09 .05 .04 .45	-.38 .19 .19 2.51	-.44 .22 .22 2.77	-.06 .03 .03 .39
O Add Nuisance Abatement Surcharge Add Street Sweeping Surcharge Extend 2% Franchise Fee to Resid. 10/9325 .25 .19 1.82	.10 .10 .17 2.40	.01 .01 .01 .36

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**EXHIBIT B
SURCHARGE REVENUES**

	1992	1993	1994
Landfill closure surcharge Dated 11/88 and 9/90	\$257,150	\$1,028,600	\$1,028,600
Nevada Importation Surcharge Dated 9/90 70,000 tons @ \$1.50/ton	\$26,250	\$105,000	\$105,000
Transfer Station Enclosure Dated 4/92	\$35,250	\$141,000	\$141,000
Total Revenue from Surcharges to be applied to MRF project	\$318,650	\$1,274,600	\$1,274,600

Entity	Total	%	MRF	Less Allocations	12 Months	9 Months
City Res	\$1,954,635					
City Com	\$1,708,205					
SubT	\$3,662,840	61.13%	\$779,163	\$137,200*	\$779,163	\$444,794
EDC Res	\$829,916					
EDC Com	\$154,785					
SubT	\$984,701	16.44%	\$209,544	\$42,000	\$167,544	\$125,658
Nev Res	\$271,828					
Nev Com	\$1,072,330					
SubT	\$1,344,158	22.43%	\$285,893	\$17,944*	\$267,949	\$200,962
Total	\$5,991,699	100%	\$1,274,600		\$1,214,656	\$771,414

Total available for construction **\$1,986,070**

Available for ongoing operations: **\$1,152,600*****

*allocation begins 10/93 for FY 93/94

**allocation for Douglas Landfill monitoring

***Assumes \$62,056 in total Douglas Landfill monitoring

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ASSUMPTIONS		25-Oct-93	10:08:48 AM
Tonnages received at MRF			
150 tons/day Dec. Jan. Feb. @7 days/wk		13650	
200 tons/day Mar. Apr. Sept. Oct. Nov. @6 days/wk		26200	
230 tons/day May through Aug. @7 days/wk		<u>27370</u>	
Total		66220	
Tipping fee at landfill		\$5.00	
Percent recycled		25.00%	
Weighted average sales price of recycled materials per ton (net)		\$19.1619	
Allocation Percentages			
Tonnage		Tons	Percent
City		29791.05	44.9880%
El Dorado County		7447.76	11.2470%
Douglas County		16730.48	25.2650%
Self Haul		<u>12250.70</u>	<u>18.5000%</u>
Total		66220.00	100.0000%
Revenue Surcharge		Revenue	Percent
City		\$704,584.38	61.1300%
El Dorado County		\$189,487.44	16.4400%
Douglas County		<u>\$258,528.18</u>	<u>22.4300%</u>
Total		\$1,152,600.00	
Construction Costs			
		Cost	Asset Life
Building		\$1,465,000	30
Equipment		<u>\$723,350</u>	7
Total		\$2,188,350.00	
Loan Amount		\$1,465,000	
Annual Loan Payment @6% interest (Includes P&I)		\$106,431	for 30 years
Equipment Lease		\$140,000	for 7 years

Prepared by Resources Management International, Inc. from data supplied by City of South Lake Tahoe

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**REVENUE REQUIREMENTS AND COST ALLOCATION
SOUTH LAKE TAHOE AREA MRF**

28-Oct-93

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Operating costs:

Labor and labor overhead	585,032
Operations officer	95,000
Liability insurance	3,000
Equipment repairs and replacements	40,000
Utilities	30,530
Fuel	3,720
Professional fees	12,000
Operating supplies	8,100
Depreciation on building	48,833
Interest expense	57,587
Lease payment on equipment	140,000
Licenses and permits	5,000
Other operating expenses	<u>15,000</u>
Subtotal	\$1,023,833

Operating margin:

Operating Margin or profit @ 10% of operating cost	102,383
Gross operating expenses to be paid STR	<u>\$1,126,216</u>

Income from recycled materials (net of sales expenses):

Sales from recycled material	(317,225)
Savings in tipping fees @ 25% of gross tonnage	<u>(62,775)</u>
Subtotal	(400,000)

Allocation of monies to be paid to STR:

Gross operating expenses to be allocated -	
Including sales from recycled material	\$726,216
Without sales from recycled material	\$1,043,441

Allocation including sales from recycled material -

	Tonnage Fee	Less Loan Payment	Net Paid to STR	Surplus Surcharge Revenue
City	\$326,710	(\$65,061)	\$261,648.84	\$442,935.54
El Dorado County	\$81,677	(\$17,497)	\$64,180.26	\$125,307.16
Douglas County	\$183,478	(\$23,672)	\$159,805.99	\$98,922.19
Self Haul	<u>\$134,350</u>	<u>\$0</u>	<u>\$134,349.90</u>	<u>\$0.00</u>
Totals	\$726,216	(\$106,431)	\$619,785	\$667,165

Allocation without sales from recycled material -

	Tonnage Fee	Less Loan Payment	Net Paid to STR	Surplus Surcharge Revenue
City	\$469,423	(\$65,061)	\$404,362.14	\$300,222.24
El Dorado County	\$117,356	(\$17,497)	\$99,858.60	\$89,628.84
Douglas County	\$263,625	(\$23,672)	\$239,952.95	\$18,775.23
Self Haul	<u>\$193,037</u>	<u>\$0</u>	<u>\$193,036.57</u>	<u>\$0.00</u>
Totals	\$1,043,441	(\$106,431)	\$937,010	\$408,625

Prepared by Resource Management International, Inc. from data supplied by City of South Lake Tahoe

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

94 FEB 23 AM 1:16

SUZANNE BEAUDREAU
RECORDER

8 K2 PAID DEPUTY

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SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 23, 1994
B. Reed Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carole M. Mullock Deputy