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**FIRST AMENDED AND SUBSTITUTED INTERGOVERNMENTAL
AGREEMENT CREATING THE SOUTH CENTRAL IOWA
LANDFILL AGENCY**

The members of the South Central Iowa Landfill Agency, a Chapter 28E agency, hereby amend the South Central Iowa Landfill Agency Agreement by striking the agreement in its entirety and substituting the following:

**INTERGOVERNMENTAL AGREEMENT CREATING THE
SOUTH CENTRAL IOWA LANDFILL AGENCY**

This agreement is made this 15th day of January, 1997, among the following members: Madison County, Iowa; the City of Winterset, Iowa; and the City of Indianola, Iowa.

I

CREATION OF THE SOUTH CENTRAL IOWA LANDFILL AGENCY

Pursuant to the provisions of Chapter 28E and 28F, of the 1995 Code of Iowa, the Members above named do hereby create, the South Central Iowa Landfill Agency which shall be hereafter referred to as "Agency".

II

PURPOSES

1. The purpose of the Agency is as follows:

- (a) To provide for the economic disposal of all solid waste and recyclable materials generated within the jurisdiction of each member of the Agency.
- (b) To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of the land, water and air resources of the area, through the control and disposal of solid waste and recyclable materials.
- (c) To engage such employees and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the Agency's functions.

COMPILED
RECORDED
COMPARED

REC'D *[Signature]*

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BOOK 43 PAGE 813

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

2

(d) To contract with members, public or private entities, and firms or corporations for the disposal of solid waste and recyclable materials, and collect payment for such services, and to receive and expend State, Federal and private grants and other moneys which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

(e) To provide financial assurance for the closure and postclosure requirements of the Agency pursuant to all local, state and federal laws and regulations.

III

ORGANIZATION

1. The governing body of the Agency shall be designated as the Agency Board (the "Board"), whose membership shall consist of a representative appointed by the governing body of Madison County and the City of Winterset, and two representatives appointed by the governing body of the City of Indianola. The representatives shall serve at the pleasure of the governing body of the individual members and for such term as they may dictate. The governing bodies of those non-member entities who contract with the Agency for the use of its site or services shall select a fifth representative who shall be elected by a caucus of the governing bodies of the contracting entities pursuant to Article XV. Each representative shall have an alternate to serve in the representative's absence. Each member of the Board shall have one vote.

2. The Board shall cause this Agreement to be filed with the Secretary of State and recorded with the County Recorders.

3. A quorum of the Board shall consist of a majority of the entire Board membership.

4. The Board shall hold an annual meeting in January, at a time and place to be

determined by the Board. Special meetings may be called by the Chair, Vice Chair, or a majority of the Board.

5. The Chair and Vice Chair of the Board shall be elected by the Board membership at the annual meeting each year. The Chair and Vice Chair shall serve for one year after election, or until a respective successor is chosen.

6. The Board shall hire a Manager. The Manager shall hire such other supervisory, clerical and other personnel as are necessary to carry out the functions of the Agency. The Manager shall fix their compensation and benefits, and shall approve all personnel rules and regulations pertaining thereto.

7. The Manager shall be the Secretary and Treasurer of the Agency and shall have the authority, duties and obligations normally associated with these offices, including but not limited to the receipt and disbursement of funds and the preparation and submission of monthly and annual financial reports to the Board.

8. The Board may employ legal counsel, who may be a paid employee of one of the Members, and who may receive compensation set by the Board.

IV

DURATION

1. It is the intention of the parties to this Agreement that the Agency be a permanent organization. Additional entities may be added to the membership of the Agency upon a three-fourths vote of all the members of the Board; provided, however, that no such addition shall be made unless a certificate of an independent registered engineer acceptable to the Board shall have been filed with the Board stating the opinion that the addition of such new member shall not have an adverse effect on the operation of the landfill site or sites then existing (or to be acquired concurrently with such addition) of the

4

Agency to a point in time prior to the last maturity date of any Note or Bond of the Agency then outstanding; and, provided further, that any additional new member added to this Agency shall pay to the Agency the pro-rata share of the value of property owned by the Agency and not encumbered or subject to the payment of bonds for the acquisition thereof and further agrees to pay thereafter its pro-rata share of all operating expenses, land acquisition and bonds or other encumbrances as determined by the Agency. The pro-rata share of the Agency's property to be paid by the new member shall be computed by the Board.

2. In the event a new member shall apply for membership in the Agency and the application is considered and approved by the then existing Board, then the new member may be added to the membership; provided, however, that such new member as a condition of membership agrees to abide by the terms of this agreement or amendments thereto, as set out herein and possesses legal power and authority to do so.

V

POWERS

The Agency shall be a public body and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers:

1. To adopt and have a common seal and to alter it.
2. To sue and be sued.
3. To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other moneys of the Agency.
4. To acquire, hold, use and dispose of other personal property for the purposes of the Agency.

5. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Agency, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Agency.

6. To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Agency, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

7. To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.

8. To do and perform any acts and things authorized by Chapters 28E and 28F Code of Iowa, 1995, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person.

9. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Agency or to carry out any powers expressly given by this Agreement.

10. To cause the disposal of all solid waste and recyclable material.

11. To fix, establish and maintain such rates, fees, or other charges for the services and facilities of the Agency sufficient to pay at all times the costs of maintaining, repairing and operating the facilities, to pay the principal of and interest on bonds of the Agency then outstanding and to provide a margin of safety.

12. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Agency.

6

13. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Agency.

14. To exercise such powers relative to the efficient disposal of solid waste and recyclable material as are available under then existing laws to each entity as is necessary or useful and convenient to carrying out the functions of the Agency.

15. To provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for the bonding of employees.

16. To consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments.

17. To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes and to secure the payment of such bonds, certificates, refunding bonds and notes or any part hereof by a pledge of any or all of the Agency's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.

18. To receive funds as payment for providing disposal of solid waste and recyclable materials; provided, however, that in lieu of receiving payment, the Agency shall have the power to bill for disposal and recyclable services and to receive such payments.

19. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.

20. To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the

Federal Government.

21. To assess members for additional contributions to the Agency, for any purpose deemed appropriate by the full Agency Board.

VI

TECHNICAL COOPERATION FROM MEMBERS

The members agree to respond to reasonable requests to make local record available to the Agency staff and its consultants or employees for the purposes of this Agreement, and to assure that engineers, architects and consultants hired by the Agency release materials, data and other pertinent items paid for by public funds to the Agency staff to aid in the efficient and effective accomplishment of such purposes.

VII

FINANCING

The Board shall prepare a budget based on a July 1 to June 30 fiscal year based on the operation of the Agency, the same to be adopted by the Board at the January meeting each year or at such later time as the Board may fix. A copy of the budget for the next ensuing fiscal year shall be forwarded to each member following its adoption.

VIII

NOT FOR PROFIT

It is expressly understood that the Agency is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

IX

SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Member in the payment to the Agency of its share of a budget and before such delinquency is determined a voluntary withdrawal, such

8

Member shall not be entitled to the services of the Agency, nor shall the representatives of the Members be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Board.

X

WITHDRAWAL AND DISSOLUTION

1. Withdrawal. A member cannot withdraw from membership prior to dissolution of the Agency except in accordance with the following procedures:

- a. Notice: The withdrawing member shall serve notice of the withdrawal on the Agency by restricted certified mail, return receipt requested, addressed to the Secretary of the Board, deposited in a United States mail box with sufficient postage thereon. The notice shall state the name of the withdrawing member, its intention to withdraw from the Agency, its willingness to sign the requisite agreements upon withdrawal (see subparagraph 1.e., below), and shall be signed by a duly authorized representative of the member. For purposes of this paragraph, notice of withdrawal is deemed served when received by the Secretary of the Board.
- b. Time of Notice; Effective Date: Notice of withdrawal may be served at any time, and shall be effective on the date it is served.
- c. Effect of Withdrawal Notice: A member which has served notice of withdrawal shall utilize the Agency for disposal of all solid waste and recyclable material generated by the member until the last day of the budget year of the Agency following the budget year in which notice is served. A notice of withdrawal relinquishes any rights to property of the Agency as of the date it is served, excepting rights on dissolution as provided in Article X, Paragraph 3.
- d. Additional Requirements: Concurrently with service of the notice of withdrawal, the withdrawing member shall authorize, sign, and tender to the agency an agreement, which shall provide at a minimum, the following:
 1. That the withdrawing member will pay its proportionate share as defined below, of all costs of maintenance, monitoring, closure and postclosure of the landfill site when all members and former members are assessed by the Agency for this purpose.

2. That the withdrawing member will bear its proportionate share, as defined below, of all cleanup costs pertaining to the landfill site incurred at any time by the Agency, Agency members, their agents, the State of Iowa, the United States of America, or the political subdivisions of these entities even after the member has withdrawn. For purposes of this subparagraph, the term "cleanup costs" means costs incurred in the prevention or mitigation of damages from a hazardous condition or the cleanup of a hazardous substance involved in a hazardous condition. The terms "hazardous condition" and "hazardous substance" are assigned the meanings set forth in Section 455B.381(1), (2), Code of Iowa (1991).
 3. That the withdrawing member will comply with, Iowa Code Section 455B.430, or any amendments thereto, regarding financial disclosure of liabilities and assets of responsible parties when a site is listed on the State registry of abandoned and uncontrolled sites, and regarding repayment of costs and expenses paid by the State.
 4. A "proportionate share" of costs is defined as a pro-rata share based upon the total tonnage of waste brought by the member to the Agency's site or sites, as a percentage of the total tonnage of waste brought by all entities to the Agency site or sites. The determination of the tonnages under this subparagraph shall be in the sole judgement of the Manager, based upon relevant records and the Manager's expertise.
2. Dissolution: The Agency may be dissolved in the following manner:
- a. The Board shall adopt a resolution recommending that the Agency be dissolved, and directing that the question of such dissolution be submitted to a vote at a meeting of the full Board, which may be either an annual or a special meeting.
 - b. Written or printed notice shall be given to each Board member entitled to vote at such meeting and to the clerk or auditor, as the case may be, of each member, by registered mail within the time and in the manner provided in this agreement for the giving of notice of meetings. Whether the meeting be an annual or special meeting, the notice shall state that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Agency.
 - c. For purposes of the meeting, all Board members must be present.
 - d. At such meeting a vote shall be taken on a resolution to dissolve the Agency. Such resolution shall be adopted only upon receiving the

10

affirmative vote of four-fifths of all Board Members.

- e. Upon the adoption of such resolution, a written notice of the dissolution of the Agency shall be filed in the office of the Secretary of State and in the office of the county recorder in each county containing a member of the Agency.
3. Distribution of Assets: Upon dissolution of the Agency, the Agency board shall continue in existence and be empowered to conduct such business of the Agency as is necessary to wind up the Agency's affairs in compliance with State and Federal regulations. All assets of the Agency shall be distributed to members and former members as soon as may be practical, pro-rata, based upon the population of the members and former members at the time of dissolution.

XI

MANNER OF ACQUIRING AND HOLDING PROPERTY

1. The Board shall maintain title to all such property in the name of the Agency and shall require the Manager to maintain an inventory.
2. The Board may lease, purchase, or acquire by any other means, such personal property as is required for the operation of the Agency and the carrying out of the purposes of the Agreement.
3. The sale or disposal of real estate requires the approval of four-fifths of the Board at a meeting where all members are present. All conveyances of real property owned or held in the name of the Agency shall be made and executed on behalf of the Agency by the Chair or Vice-Chair and Secretary of the Board.
4. Property, materials and services, other than real estate, shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Board meeting.

11

XII

AMENDMENT OF AGREEMENT

Amendment of this Agreement shall be by the approval of a majority of the Board Members. Provided, however, that this Agreement shall never be amended in any way so as to adversely affect the interests of the holder or holders of any bonds or other obligations of the Agency.

XIII

ELECTION OF CONTRACT-USERS' REPRESENTATIVE

1. For purposes of this Article, *contract users* shall mean the non-member municipalities or other governmental entities who contract with the South Central Iowa Landfill Agency for use of its site or services.

For purposes of this Article, *contract users' representative* shall mean the South Central Iowa Landfill Agency board member elected to represent the non-member municipalities or other governmental entities who contract with the South Central Iowa Landfill Agency for use of its site or services.

2. The landfill manager shall send notice by ordinary mail to contract users at least 120 days prior to an election of the contract users' representative notifying the contract users that nominations of candidates are being accepted for the election of the contract users' representative. The notice shall give the date of the election and the deadline for submission of nominations.

3. Contract users shall submit nominations of candidates for the election of the contract users' representative to the landfill manager not less than 90 days before the date

of the election.

4. The landfill manager shall prepare a ballot of nominees and shall send one ballot by ordinary mail to each contract user not less than 60 days before the election. The ballot shall have a space for write-in candidates.

5. A contract user may designate an individual to cast the contract users' vote in person at the election, or a contract user may mail a completed ballot by ordinary mail to the landfill manager signed by an authorized official of the contract user. In the case of a vote cast by mail, the completed ballot must be received in the office of the landfill manager at least 24 hours prior to the election.

6. An authorized official or designee of a contract user may make nominations from the floor at the time of the election.

7. The candidate receiving the greatest number of votes cast, if that number is a majority of the total votes cast, is elected as the contract users' representative.

8. If a candidate in the election does not receive a majority of the votes cast, then a run off election shall be held four weeks after the election or at another time as determined by the board. The two candidates who do not receive a majority of the votes cast at the election, but who receive the highest number of votes cast at the election are candidates for the run off election. Ties between candidates when determining the candidates for the runoff election shall be broken by placing names in a hat and having the



landfill manager draw a winner or winners.

Each of the signators to this Agreement declares that he/she is authorized to sign the Agreement on behalf of his/her respective member of the Agency, and to perform any acts necessary to cause the member of the Agency to be obligated in accordance with this Agreement. Each signator further declares that this Agreement is signed pursuant to a previously adopted resolution of the signator's member of the Agency, which was properly adopted prior to the date the signator signed this Agreement.

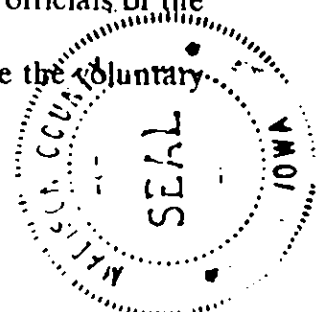
STATE OF IOWA, Madison/WarrenCOUNTY, ss:

On this 13th day of February, 1997, and on other dates between January 20 and February 11, 1997, before the undersigned Iowa Notary Public personally appeared the persons listed below who were sworn and said that they are the designated officials of the respective members and acknowledged the execution of this instrument to be the voluntary act and deed of their respective member.

Madison County

Dean Lauer
Chair, Board of Supervisors

Guan Welch
Auditor



City of Winterset

Jan Schmitt
Mayor

Mark Vitellus
City Clerk



City of Indianola

Ken [Signature]
Mayor

[Signature]
City Clerk



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 20th day of January, 1997, before the undersigned Notary Public in and for said County and State, personally appeared Jerry Schwertfeger and Mark Nitchals, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Winterset, Iowa; that the seal affixed thereto is the seal of said corporation; that execution of this document is authorized and directed by its City Council, as contained in a resolution adopted by the City Council of the City on the 20th day of January, 1997; and, that Jerry Schwertfeger and Mark Nitchals acknowledge the execution of the instrument be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Cindy M. Bush

Notary Public