FILED NO 1629
BOOK 33 PAGE 11
1980 MAR 27 AM 10:56
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee - County

SOUTH CENTRAL IOWA LANDFILL AGENCY AGREEMENT

THIS AGREEMENT made and entered into by the City of Winterset, Iowa, Madison County, Iowa, and the City of Indianola, Iowa, all such parties referred to as "Municipalities" for the creation of the South Central Iowa Landfill Agency, hereinafter referred to as the "Agency", whose membership consists of the Municipalities as hereinafter provided:

IT IS AGREED AS FOLLOWS:

I.

AUTHORITY

The Municipalities enter into this Agreement pursuant to the powers granted by Chapters 28E and 28F of the Code of Iowa of 1979, as amended.

II.

FORMATION

Pursuant to those powers conferred, the Municipalities do hereby create a separate and independent public agency to carry out the purposes of this Agreement.

III.

TITLE

The public agency herein created shall be known as the South Central Iowa Landfill Agency, hereafter referred to as "Agency."

IV.

PURPOSE

The purpose of the Agency is as follows:

To acquire, operate, manage, maintain and control the solid waste disposal facilities for solid waste produced and generated within Madison County, the cities of Winterset and Indianola, Iowa, and incident thereto perform such functions as are reasonable and necessary including but not limited to:

a. Select and obtain suitable site or sites for the operation of the solid waste disposal facilities;

b. Employ such persons and provide offices, equipment, machinery, and buildings as are necessary to perform the functions of the agency in compliance with the applicable state and federal rules and regulations;

c. Enter into such contracts or agreements with any person, firm, corporation or public agency as are necessary to perform the functions of the agency in compliance with the applicable state and federal rules and regulations;

d. Provide for the collection and/or disposal of solid waste produced and generated within the member Municipalities to contract with other Municipalities or private persons or firms for the collection and/or disposal of solid waste and collect payment for such services and to receive and expend state, federal, private grants and other monies which may be made available, as provided by the applicable state and federal laws;

e. Cooperate with local, state and federal agencies to prevent the contamination and pollution of the land, water and air resources of Madison County, Iowa, through the control, collection and disposal of solid waste.

V.

POWERS

The Agency shall have all powers granted by the laws of the State of Iowa and these powers shall specifically include, but are not limited to:

1. Those reasonably necessary to achieve the purposes set forth herein.

2. To charge and collect fees from all users of its facilities and services including the Municipalities.

3. To hire employees, fix their compensation, benefits and rules of employment and terminate their employment.

4. To purchase, lease or otherwise acquire and hold title in the name of the agency all land, buildings, equipment, machinery and supplies

necessary to carry out the functions of the agency and to dispose of the same.

5. To borrow money for the acquisition and maintenance of land, equipment and other improvements and to provide a reserve for their retirement and incident thereto perform any functions such as the issuance of revenue bonds as are reasonably necessary.

6. To prepare and recommend to the Municipalities ordinances governing the refuse collection, transportation and disposal, regulation of private and public waste, incineration standards and such other regulations as may be required from time to time.

7. To prepare bylaws and rules and regulations for the conduct of its own functions.

8. To provide a system of budgeting, accounting, auditing and reporting of all agency funds and transactions and a depository for its funds and the disbursement therefrom and a bonding of employees where required.

VI.

DURATION

It is the intention of this Agreement that the Agency be a permanent organization with a perpetual existence. Additional municipalities may be added to the membership of the Agency upon a three-fourths vote of all the members of the Board and approval by a majority vote of the governing body of three-fourths of the members to this Agreement. A condition of acceptance to membership to the Agency shall be that the Municipality abide by the terms of this Agreement as set out herein and possess legal power and authority to do so. Such additional municipalities shall pay their respective share of the original organizational expenses plus any additional charge or fee as may be reasonably determined by the Board.

VII.

ORGANIZATION

1. The business and affairs of the Agency shall be conducted by a body designated as the Agency board of directors, hereafter referred to as "Board."

2. The Board shall consist of a representative appointed by the governing bodies of Madison County and the City of Winterset, and two representatives appointed by the governing body of the City of Indianola. Said 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 shall each designate a substitute who may act in the official representative's absence. The governing bodies of those non-member municipalities 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 municipalities. Each governing body shall have one vote in the election process. The initial representative for the contracting non-member municipalities shall be appointed by the four members selected by the member Municipalities. The representative so selected shall serve until December 31, 1980. By December 31, 1980, the non-member municipalities shall be expected to have selected their representative in the manner set out. The representative so elected shall serve for a term of two years. If a vacancy should occur at any time during the two year period, the governing bodies of the non-member contracting municipalities shall hold a caucus to appoint his successor. In the event that the non-members fail to hold a caucus and make a selection as provided, then until such a selection is made the Board, for purposes of a quorum and otherwise, shall be considered a four member board. In the event that there is a dispute as to the validity of the selection of the representative to serve the non-member users of the site because of the selection process used, notice of the caucus to those entitled to vote or for any other reason, thenthe

recognition or non-recognition of the board member so selected shall be determined exclusively by the four member board existing when the term of the fifth representative's predecessor in office expires. Each board member, whether representing a member municipality or the non-member municipalities, shall have one vote on all matters properly determined by the Agency.

3. A quorum shall consist of a majority of the entire Board membership. Board membership shall only be four; however, in the event that the non-member users have failed to select a representative as set out above.

4. The chairman and the vice-chairman of the Board shall be elected by the majority of the Board membership and shall serve for a term of one (1) year or until their respective successors in office are elected and qualififed. Any officer shall have the right, within the discretion of the Board, to succeed himself for an additional term or terms in the office he holds.

5. A secretary-treasurer shall also be elected by the majority of the Board membership and shall serve on the same terms and conditions as the chairman.

6. The Board shall hold at least one meeting during each quarter of the year on dates and at places which shall be determined by the Board. Special meetings may be held at the call of the chairman, vice-chairman or majority of the Board membership.

7. A vacancy in any Board office occurring because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

VIII.

FINANCING

1. The Board shall prepare annually a budget based on fiscal years commencing July 1st each year for the operation of the Board during the forthcoming annum. The budget shall be adopted no later than the preceding January 15. Each year as a part of the budgeting process, the Board shall

consider and use the most recent census used for Federal Revenue Sharing purposes in determining the per capita contribution to be made by each member Municipality.

2. The Board shall finance its total budget, including current operations, equipment purchases, if any, and the reduction of its indebtedness from gate fees and a per capita charge to members, and from revenues derived from contracts with third parties. The gate fees and per capital charges shall be uniform for all members. After allowing for third party contracts, the Board shall, as nearly as possible, raise one-half of its required revenues from gate fees and one-half from a per capita charge levied against each member Municipality. The Board shall adjust the per capita fee and the gate fee on an annual basis in an effort to achieve and maintain the desired balance. As soon as present contracts permit, all vehicles entering the site for the purpose of disposing of trash shall be charged a minimum fee which shall be large enough to discourage the unloading of small quantitites of trash.

3. The Board shall request each Municipality to provide in its own forthcoming budget the per capita fee that it will be required to contribute. Each Municipality's share of the budget shall be due and payable tothe Board treasurer monthly beginning July 1st each year, or the installment may be paid as otherwise allowed by the Board.

4. Special appropriations shall be made by the Municipalities for the funding of the Board, if required, prior to the establishment of the budget cycle. These appropriations shall cover initial operating costs and capital expenditures for equipment, machinery, facilities and other improvements. The respective appropriations shall be pro rated among the members on the basis that their population bears to the population of all the municipalities which are members to this agreement. Such appropriations made to begin the initial operation of the site may be later refunded in whole or in part on such terms and conditions as the Municipalities and the Board may agree, but any such refund shall be made on the same basis on which the contributions were

were received. The Municipalities shall endeavor to immediately acquire its share of the required funds from its own resources or by the issuance of general obligation bonds in its own name and on its own credit.

This agreement is being executed to facilitate the purchase of a land fill site in Madison County, Iowa, known as the "Rice Site." it is contemplated that the acquisition costs as well as equipment costs, if any, shall be paid by revenue bonds issued by the Agency. If, however, the revenue bonds cannot be issued or are not salable for any reason, it is agreed that the members shall, by appropriation, pay their pro rata share of the cost of the site, and the required equipment, if any, whether said payment be from cash reserves or general obligation bonds issued by the member Municipalities.

5. Any special or budgetary appropriation adopted by the Board shall be a membership requirement of each and every Municipality. The failure of the Municipality to make timely payment to the Board of the allocated share of the Board's budget or its per capita charge shall be considered a monetary withdrawl of the Municipality and a default of this Agreement.

6. All parties to this Agreement are presently users of the Rice Site which the Agency proposes to purchase, and obtain possession of on September 30, 1980. The board shall attempt to immediately determine the per capita charge and the gate fee which will be necessary to charge the member users beginning October 1, 1980, in order to produce the required revenues for the initial operating period from October 1, 1980, to July 1, 1981. In the event that such a determination is not made prior to October 1, 1980, it is agreed that each member Municipality will continue payments on its existing site until a uniform allocation of charges can be initiated in keeping with the intent of this agreement. At that time the agreements between the member Municipalities and the existing owner of the Rice Site will terminate and the Agency and the Municipalities will each be relieved of any responsibility created thereby.

IX.

TECHNICAL COOPERATION

The Municipalities and Board will each be required to meet reasonable requests from the other to provide or make available such records in its control or possession as relate to the purposes of this Agreement and to assure that engineers, architects and consultants hired by the Municipalities or Board release materials, data or other pertinent items paid for by public funds which would aid the efficient and effective accomplishment of these purposes.

X.

SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of default of this Agreement or delinquency by a Municipality in the payment to the Agency of its budget share, such Municipality shall not be entitled to the services of the Agency nor shall the Municipality be entitled to vote on Board matters, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining Board members.

XI.

ADMINISTRATOR

The Board shall have the power to employ an Administrator consisting of one or more persons who shall hold and exercise all powers available to the Board, except those powers expressly reserved by the Board to itself. The Administrator's duties shall include the day-to-day management and operation of the Agency.

XII.

AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time, which amendment may be proposed by a majority vote of the Board. Such amendment shall, however, not be effective until it has been approved by a majority vote of the governing body of each member. This agreement, however, shall not be amended in any way so as to adversely affect the interest of the holder of holders of any bonds or obligations of the Agency.

XIII.

DISSOLUTION

1. Any Municipality may withdraw from this Agreement at any time, but such withdrawl shall not affect funding obligations previously accepted from the Board. The withdrawal of a Municipality need not terminate this Agreement or dissolve the Agency. In the event such withdrawal does not terminate this Agreement, the withdrawing Municipality shall not be then entitled to be paid for or receive any portion of the property contributed to or owned by the Board at that time. The withdrawing Municipality will become so entitled as described below upon complete dissolution of the Board and the termination of the Agreement.

2. The Agency shall be completely dissolved and this Agreement terminated only upon an affirmative vote of three-fourths of the entire Board and a concurrence in that vote by a majority vote of three-fourths of the governing bodies of the members of the Agency.

3. In the event of complete dissolution, any real or personal property owned by the Agency shall be sold and the proceeds pro rated among the member participating Municipalities on the basis of the sum of the comparative portions of the per capita contribution to the Agency actually provided by them during the Agreement period. In lieu of cash distribution, the Municipalities may agree to the fair market value of any item of property and the title to such item or items may be transfered to the Municipality with the value thereof credited towards its share of the proceeds. A Municipality shall not be entitled to any assets, or proceeds therefrom, acquired by the Agency for which the municipality has made no contribution thereto by reason of withdrawal as described in subparagraph one of this Article or default upon this Agreement unless said default be cured by the time of distribution of property.

XIV.

AGREEMENT EXECUTION

Each party executing this Agreement on behalf of a Municipality

warrants by their signature that they, and each of them, have full authority to execute and thereby bind their respective Municipality to this Agreement.

XV.

EFFECTIVE DATE

This Agreement shall be in full force and effect immediately upon filing and recorded as provided by Chapter 28E.8 of the 1979 Iowa Code.

This Agreement entered into by the City of Winterset, Iowa on the 3rd day of March, 1980.

Mayor

ATTEST: Mark Nitchals
Clerk

This Agreement entered into by the City of Indianola, Iowa, on the 17th day of March, 1980.

Mayor

ATTEST: R. L. Long
Clerk

This Agreement entered into by Madison County, Iowa, this 17th day of MARCH, 1980.

Supervisor

Supervisor

Supervisor

Madison County Auditor