Landfill Agency

JOINT PUBLIC IMPROVEMENT AGREEMENT

THIS JOINT PUBLIC IMPROVEMENT AGREEMENT ("Agreement") is made and entered into, effective on the effective date herein provided, by and between the City of Winterset, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa, the City of Indianola, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa, Madison County, Iowa, a county duly organized and existing under and by virtue of the laws and constitution of the State of Iowa, and the South Central Iowa Landfill Agency (Agency), a separate and independent public agency created pursuant to Chapter 28E of the Code of Iowa, whose membership consists of the Cities of Indianola and Winterset, Iowa and Madison County, Iowa, in consideration of the following promises and agreements and upon the following terms and conditions:

WHEREAS, the Agency was created for the purpose, among others, of acquiring, operating, managing, maintaining and controlling 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 selection and securing a site for the operation of solid waste disposal facilities; and

WHEREAS, in accordance with that purpose, the Agency desires to purchase a landfill site in Madison County, Iowa, known as the "Rice Site"; and

WHEREAS, the Cities may issue essential corporate purpose general obligation bonds for the purpose of undertaking any project jointly or in cooperation with any other governmental body which, if undertaken by the City alone, would be for an essential corporate purpose including the joint purchase, acquisition, construction, ownership or control of any real or personal property and including the collection and disposal of solid waste in a sanitary manner; and

WHEREAS, the County may plan, establish, own, acquire by purchase, condemnation or otherwise, lease, sell, construct, reconstruct, extend, remodel, improve, repair, equip, maintain, operate, issue bonds and otherwise finance works and facilities useful for the collection and disposal of solid waste in the same manner as a city may exercise such powers by virtue of Section 332.52 of the Code of Iowa; and

FILED NO. 192
BOOK 33 PAGE 165
1980 AUG -8 PM 3:55
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee

WHEREAS, the Cities, the County and the Agency desire to further facilitate the purposes of the South Central Iowa Landfill Agreement by providing in this separate agreement for the issuance of essential corporate purpose general obligation bonds of the Cities and the County to purchase the Rice Site for use as a landfill site of the Agency and further to provide for the repayment to the Cities and the County of debt service and costs incident to the issuance of bonds; and

WHEREAS, the Cities and the County have instituted proceedings and taken additional action for the sale and issuance of essential corporate purpose general obligation bonds, the proceeds of which bonds will be used to provide funds to pay the costs of purchasing the Rice Site on condition that the Agency agree to reimburse the Cities and the County for debt service requirements and costs incident to the issuance of bonds:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Definitions. The following words and phrases when used in this Agreement shall, for the purposes of this Agreement, have the meanings respectfully ascribed to them in this paragraph:

Project - The term project shall mean the purchase of the "Rice Site" for use as a landfill site by the Agency, the issuance of bonds by the Cities and the County to initially fund said purchase and the repayment of principal, interest and issuance costs to the Cities and the County by the Agency.

Project cost - The term project cost shall mean all costs and expenses reasonably incurred by the Cities and the County in connection with the project and the costs incident to the issuance of bonds by the Cities and the County including but not limited to: the cost of engineering, architectural, technical and legal services, preliminary reports, property valuations, estimates, plans, specifications, notices, acquisition of real property, publications, printing and sale of bonds and provisions for contingencies.

2. Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the Cities, the County and the Agency, in connection with the project and pursuant to the provisions of Chapter 28E, the Code, 1979. This Agreement supplements and serves the purposes set out in the South Central Iowa Landfill Agency Agreement and shall be construed in accordance therewith.

3. Project and project cost -- source of funds. Funding of the project shall be accomplished as follows: the total cost of the project shall not exceed $365,000. The Cities and the County shall divide the cost of the project on a percentage basis based upon the population of each as it bears to the population of all as follows:

City or County	Population	Percentage Contribution	General Obligation Bonds
City of Indianola	10,119	51%	$185,000
City of Winterset	3,686	18.6%	$ 70,000
Madison County	6,043	30.4%	$110,000
	19,848	100.00%	$365,000

The Cities and the County shall initially finance the project cost through the sale of essential corporate purpose general obligation bonds. Following the sale of bonds by the Cities and the County each shall provide the Agency with the bond proceeds together with a schedule of payments due over the life of the bonds.

The Agency shall pay annually to the Cities and the County an amount equal to the principal and interest requirements on each bond issue in accordance with the Schedule to be provided to the Agency by each City and the County. Said payments to be made by the Agency from its revenues including gate fees, a per capita charge to members, revenues derived from contracts with third parties, and from such other sources as may be legally available; and

On or before February 1 of each year the Agency shall give written notification to the Cities and the County that action has been taken to include in the Agency budget for the forthcoming annum the amount of the annual payment due to each in accordance with the above mentioned schedule in order that the Cities and County can accurately state in

their budgets the exact amount that will be levied and the amount that can be abated and paid from funds to be received from the Agency.

On or before May 1 of each year the Agency shall pay to the Cities and the County the amount due to each in accordance with the above mentioned schedule. Provided, however, that the first payment by the Agency to the Cities and the County shall be on or before November 1, 1980 and will be sufficient to cover the interest requirements on the bonds from the date of their issuance through December 1, 1980 in accordance with the schedule to be provided to the Agency by each City and County.

4. Title to real estate. The Agency shall purchase the Rice Site for use as a landfill site in accordance with the South Central Iowa Landfill Agency Agreement. Title to the Rice Site shall be deeded upon closing to the Agency who shall retain the same for use in accordance with the aforesaid South Central Iowa Landfill Agency Agreement.

5. Agreement method of approval. Each of the parties hereto shall approve this agreement by resolution of its governing body which resolution shall authorize the execution of this Agreement.

6. Agreement - Filing with Secretary of State. When this Agreement has been approved by each of the parties, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Section 28E.8, the Code, 1979.

7. Agreement - Recording with Madison and Warren County Recorders. When this Agreement has been filed with the Secretary of State of the State of Iowa, it shall be recorded in the office of the Madison County Recorder and in the office of the Warren County Recorder in accordance with the provisions of Section 28E.8, the Code, 1979.

8. Agreement - Effective date. This Agreement shall be effective from and after the date on which it is recorded and filed as above set out.

9. Agreement - Duration. This Agreement shall be effective from the effective date herein provided until terminated as herein provided.

10. Agreement - Termination. This Agreement shall be for a term of 15 years and may be terminated or continued by mutual agreement of the parties. Provided, however, that this Agreement may not be terminated while general obligation bonds of either City or the County referred to in Section 3 hereof are outstanding.

11. Agreement - Effect of termination. Termination of this Agreement shall not relieve any part of any obligation or liability accrued to the effective date of such termination.

12. Governing law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto and shall not be construed to relieve the parties of any obligation imposed upon them by law.

13. Entire agreement. This Agreement contains the entire Agreement between the parties and may not be changed except by an amendment in writing, approved by resolution of each of the parties and executed pursuant thereto.

IN WITNESS WHEREOF, the City of Indianola, Iowa, has by resolution caused this Agreement to be executed in seven counterparts, each of which shall be considered an original, this 2nd day of June, 1980.

CITY OF INDIANOLA, IOWA

By Kenneth E. Smith
Mayor

ATTEST:

R. L. Long
City Clerk

(SEAL)

IN WITNESS WHEREOF, the City of Winterset, Iowa, has by resolution caused this Agreement to be executed in seven counterparts, each of which shall be considered an original, this 16th day of June, 1980.

CITY OF WINTERSET, IOWA

By _____
Mayor

Attest:

_____
City Clerk

(SEAL)

IN WITNESS WHEREOF, the County of Madison, State of Iowa, has by resolution caused this Agreement to be executed in seven counterparts, each of which shall be considered an original, this 16th day of June, 1980.

COUNTY OF MADISON, STATE OF IOWA

By _____
Chairman

Attest:

_____
County Auditor and Secretary
of the Board of Supervisors

(SEAL)

IN WITNESS WHEREOF, the South Central Iowa Landfill Agency has by resolution caused this Agreement to be executed in seven counterparts, each of which shall be considered an original, this 19th day of June, 1980.

SOUTH CENTRAL IOWA LANDFILL

By Kenneth W. Madsen
Chairman

Attest:

Secretary

(SEAL)