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JOHN E. CASPER
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9-30-82

MADISON COUNTY SANITARY LANDFILL AGENCY AGREEMENT

JUL 21 1 35 PM '79
SECRETARY OF STATE

THIS AGREEMENT made and entered into by the City of Winterset, Iowa; the Town of Macksburg, Iowa; the Town of Bevington, Iowa; the Town of St. Charles, Iowa; the Town of Truro, Iowa; the Town of Peru, Iowa; the Town of Patterson, Iowa; the Town of Earlham, Iowa; and, Madison County, Iowa, all such parties hereafter referred to as "Municipalities", for the creation of the Madison County Sanitary Landfill Agency, hereafter referred to as the "Agency", whose membership consists of elected representatives of the Municipalities.

FILED NO. 343
BOOK 32 PAGE 526
1979 AUG 20 PM 3:44
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee

IT IS AGREED AS FOLLOWS:

I.

RESCISSION

The Municipalities hereby rescind in full the Madison County Sanitary Landfill Agency Agreement entered into by them and filed for record in Madison County Recorder's Office, Miscellaneous Record Book 29 at page 303 on July 6, 1971.

II.

AUTHORITY

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

III.

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.

IV.

TITLE

The public agency herein created shall be known as the MADISON COUNTY SANITARY LANDFILL AGENCY, hereafter referred to as "Agency".

V

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, 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 Madison County, Iowa, and pursuant thereto, to contract with the 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 applical 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.

VI

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 collection haulers, land use regulations, sanitation, burning 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.

VII

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. 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.

VIII

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 an elected representative of the governing bodies of each participating municipality, or the designated substitute for such representative, which substitute shall be expressly approved by the elective body he represents.

3. Each board member shall have one (1) vote for each thousand population or fraction thereof residing in the municipality which he represents. Such population shall be ascertained from the records most currently used for federal revenue sharing purposes or other current statistics which most accurately reflect the true population of the municipality.

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

5. 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 qualified. The encumbent in each said office may succeed himself.

6. 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.

7. 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, ViceChairman or majority of the Board membership.

8. 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.

IX

FINANCING

1. The Board shall prépare 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 15th.

2. The Board shall request each Municipality to provide in its own forthcoming budget its share of the Board budget considering other revenue and funds available to the Board during the budget year for this purpose.

3. Each municipal share of the budget shall be due and payable to the Board treasurer quarterly beginning July 1st each year or the installments may be paid as otherwise allowed by the Board.

4. The Board shall annually adopt a percentage formula for allocating the portion of the Agency budget each municipality will provide based upon the population figures used to determine the member voting rights herein. The respective share shall be a sum equal to the approved budget multiplied by a fraction which is equal to the respective municipal population divided by the total population of all participating Board members.

5. Special appropriations shall be made by the Municipalities for the funding of the Board 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 determined by the percentage formula described herein. Such appropriations may be later refunded, in whole or in part, on such terms and conditions as the Municipalities and Board may agree.

6. Any special or budgetary appropriation adopted by the Board shall constitute a legal liability on the part of each Municipality for its share upon acceptance thereof by the Municipality. Acceptance will be conclusivel presumed unless the Board is notified in writing to the contrary by a Municipality within thirty (30) days of the Board's actual submission of an appropriation request to the Municipality. Upon acceptance, the failure of a Municipality to pay the Board the alloted share of an appropriation at the time agreed shall be considered a default of this Agreement and shall not entitle such municipality to the services of the Agency until the delinquency is cured.

X

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.

XI

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.

XII

ADMINISTRATOR

The Board shall 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 operatio of the Agency.

XIII

AMENDMENT OF AGREEMENT

Amendment of this Agreement shall be by the same procedures used to approve and execute this Agreement; provided, however, this Agreement shall never be amended in any way so as to adversely effect the interest of the holder or holders of any bonds or obligations of the Agency.

XIV

DISSOLUTION

1. Any Municipality may withdraw from this Agreement at any time, but such withdrawal 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.

3. In the event of complete dissolution, any real or personal property owned by the Agency shall be sold and the proceeds prorated among the member participating Municipalities on the basis of the sum of the comparativ portions of the appropriations and budget for 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.

XV

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.

XVI

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 City of Winterset, Iowa, on the 6th day of June, 1979.

[signature] ATTEST: [signature]
Mayor Clerk

This Agreement entered into by the Town of Macksburg, Iowa, on the ___day of _____, 1979.

_____ ATTEST: _____
Mayor Clerk

This Agreement entered into by the Town of Bevington, Iowa, on the 14day of June, 1979.

[signature] ATTEST [signature]
Mayor Clerk

This Agreement entered into by the Town of St. Charles, Iowa on the ____day of _____, 1979.

_____ ATTEST: _____
Mayor Clerk

This Agreement entered into by the Town of Truro, Iowa, on the 1st day of [illegible], 1979.

[signature] ATTEST: [signature]
Mayor Clerk

This Agreement entered into by the Town of Peru, Iowa, on the 6 day of June, 1979.

[signature] ATTEST: [signature]
Mayor Clerk

This Agreement entered into by the Town of Patterson, Iowa, on the ___day of _____, 1979.

_____ ATTEST: _____
Mayor Clerk

This Agreement entered into by the Town of Earlham, Iowa, on the ___day of _____, 1979.

_____ ATTE_____
Mayor Clerk

This Agreement entered into by Madison County, Iowa, on the 7th day of [illegible], 1979.

[signature] ATTEST: [signature]
Board Chairman Secretary