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MADISON COUNTY SANITARY LANDFILL AGENCY AGREEMENT

This agreement made and entered into by, between and among 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; and Madison County, Iowa (all parties being hereinafter called the "Municipalities"), there is hereby formed the Madison County Sanitary Landfill Agency (hereinafter called the "Agency"), consisting of elected representatives of the municipalities.

IT IS AGREED AS FOLLOWS:

I. AUTHORITY

The municipalities enter into this agreement under and by virtue of the power to do so granted by Chapter 28E, Code of Iowa, 1971.

II. PURPOSE

The purposes of the Agency are as follows:

1. To provide for the collection and disposal of solid wastes produced and generated within Madison County.

2. 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, collection, and disposal of solid waste.

3. To engage such employees and provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of the Agency.

4. To contract with member cities, towns and counties and with public or private persons, firms or corporations for the collection and disposal of solid waste, and collect payment for

such services, and to receive and expend State, Federal and private grants and other monies which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

III. ORGANIZATION

Membership shall include at this time 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; and Madison County, Iowa.

1. The Governing body shall be designated as the Agency Board (hereinafter called the "Board"), consisting of an elected representative of the governing bodies of each participating municipality, or his designated substitute, which substitute shall be approved by the body he represents.

2. Each member of the Board shall have one vote per each thousand population or fraction thereof residing in the municipality which he represents. Such population shall be ascertained from the most recent federal census for that municipality. For this purpose, the population of Madison County shall be its population as shown in the last complete federal census less the population of all incorporated cities and towns located within Madison County.

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

4. The Chairman and the Vice-Chairman of the Board shall be elected by majority of Board membership and shall serve for a term of one year or until their respective successors in office are chosen. The incumbent in each said office may succeed himself.

5. 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 membership of the Board.

6. 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 for the performance of his duties.

IV. DURATION

1. It is the intention of this agreement that the Agency be a permanent organization. Additional municipalities may be added to the membership of the Agency upon a three-fourths vote of all of the members of the Board.

2. In the event an additional municipality shall apply for membership in the Agency and said application is considered and approved by the then existing Board, then said municipality may be added to the membership, provided however, that said additional municipality as a condition of membership, agrees to abide by the terms of this agreement as set out herein and possess legal power and authority to do so.

3. Should Additional municipalities be added to the membership, said added municipalities shall pay their respective share of the original organizational expenses, plus any additional charge or fee as may be determined by the Board.

V. POWERS

The Municipalities delegate the following powers to the Agency and Board:

1. To cause the collection and disposal of solid waste materials determined by the Board to be appropriate.

2. To contract with all levels of government, other public agencies, private agencies and private individuals, toward the accomplishment of the stated purposes of the Agency, within the limits authorized by law.

3. To receive funds from each member municipality as payment for providing collection and disposal of domestic refuse from residents therein; provided however, that in lieu of receiving such funds from member municipalities, it shall have the power to bill individuals directly for payment for collection services and to receive such payments, for and on behalf of the municipalities, or the collection for services may be made by each of the several members.

4. To charge a disposal fee to be collected from all such users of the Agency's disposal facilities as the Board shall direct.

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

6. To purchase, lease, receive as gifts or donations, or otherwise acquire all land, buildings, equipment and supplies necessary to carry out the functions of the Agency, and to dispose of the same unless a disposal site has already been acquired.

7. To make or cause to be made studies and surveys necessary to carry out the functions of the Agency.

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

9. To issue revenue bonds for the purchase of land and equipment and erection of buildings and other improvements, and to provide for their retirement.

10. To prepare and recommend to member municipalities local ordinances governing refuse collection transportation and disposal, regulation of private collection haulers, land use regualtions, sanitation, burning of private or public wastes, incineration standards and such other regulations as may from time to time be required.

11. To exercise any and all powers relative to the efficient collection and disposal of solid waste available under then existing laws to each member Municipality.

12. To prepare by-laws, rules and regulations, fee schedules, and entrance and termination forms and procedures for membership in the Agency.

13. 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.

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

15. To exercise any and all other powers consistent with the stated purposes of the Agency available under the then existing law to each member municipality.

VI. TECHNICAL COOPERATION FROM MUNICIPALITIES.

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

VII. FINANCING

1. The Board shall prepare a budget based on calendar years for the operation of the Agency to be adopted in June of the year preceding the budget year.

2. The Board shall request each Municipality to provide in its budget for its share of the Agency budget.

3. The Board shall annually adopt a percentage formula, based on population, as shown in the last completed Federal census, for the purpose of allocating the portion of the Agency budget each municipality will provide. For this purpose, the population of Madison County shall be the population of Madison County as shown in the last completed Federal Census less the population of all incorporated cities and towns located within Madison County.

4. The share of each budget for each municipality shall be due and payable to the Treasurer of the Agency in quarterly payments to be made within 30 days after the beginning of the quarter of the Agency's budget year.

5. Special appropriations shall be made by the parties hereto for funding the operation of the agency prior to the establishment of the budget cycle. Each municipality shall contribute the sum of $10 upon the execution of this agreement, except that Madison County shall contribute the sum of $60 and the City of Winterset shall contribute the sum of $40.

6. Any special or budgetary appropriation adopted by the Agency shall be a membership requirement of each and every municipality and shall upon the municipality's contracting with the Agency therefore constitute a legal liability on the part of such municipality. The failure of a municipality to pay over to the Agency the allotted share of any Agency budget may be considered a momentary withdrawal of that municipality and a default of this agreement.

VIII. SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a municipality in the payment to the Agency of its share of a budget, such municipality shall not be entitled to the services of the Agency, nor shall the

municipality 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.

IX. DISSOLUTION

1. Any member municipality of the Agency may withdraw from the Agency at any time. In the event of the withdrawal of any municipality from the Agency, such withdrawing municipality shall not be entitled to be paid for or receive any portion of the property owned by the Agency.

2. The Agency shall be completely dissolved and this agreement terminated only upon the affirmative three-quarters majority vote of the Board.

3. In the event of complete dissolution of the Agency, any real or personal property owned by the Agency shall be sold and the proceeds prorated among the municipalities at the time of dissolution on the basis of the sum of the portions of the budget for the Agency provided by them for and during the period of this agreement. The current budget year shall be used as one of the years in the calculation if all municipalities have made their proper contribution. If all the municipalities have not made their contribution for the current budget year, the balance remaining of funds collected during the current year shall be refunded to the contributors before determining the value of the assets of the Agency at dissolution, and said year shall not be used in calculating the shares.

X. MANNER OF ACQUIRING AND HOLDING PROPERTY

1. The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of the Agency and the carrying out of the purposes of this Agreement. The Board shall maintain

title to all such property in the name of the Agency and shall require the Secretary to maintain an inventory. Property, materials and services shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Board meeting, provided however, that by the same vote, the Board may authorize expenditure of such funds as the Board may direct for other authorized purposes of the Agency.

This Contract agreed to on this 24 day of June, 1971.

CITY OF WINTERSET, IOWA

By _____
Mayor

TOWN OF TRURO, IOWA

By _____
Mayor

TOWN OF MACKSBURG, IOWA

By _____
Mayor

TOWN OF PERU, IOWA

By _____
Mayor

TOWN OF BEVINGTON, IOWA

By _____
Mayor

TOWN OF PATTERSON, IOWA

By _____
Mayor

TOWN OF ST. CHARLES, IOWA

By _____
Mayor

MADISON COUNTY, IOWA

By _____
Chariman, Board of Supervisors