

RESOLUTION TO AMEND INTERGOVERNMENTAL
AGREEMENT CREATING THE WOODBURY
COUNTY AREA SOLID WASTE AGENCY

WHEREAS, the following Woodbury County cities and towns, i.e., Anthon, Bronson, Correctionville, Cushing, Danbury, Lawton, Merville, Oto, Pierson, Salix, and Sergeant Bluff, entered into an agreement with Woodbury County, under date of July 20, 1973, entitled Intergovernmental Agreement Creating the Woodbury County Area Solid Waste Agency; and

WHEREAS, it is provided in said agreement, Article XII, that it may be amended from time to time by an affirmative vote of governments having three-fourths of the total financial contribution of the then current fiscal year of the Agency; and

WHEREAS, the existing provisions providing for a quorum, Article III, Paragraph 3, and the present provisions relating to the required meetings of the Agency Board, Article III, Paragraph 6, are in need of amendment in order to improve ability of the Agency Board to function, and in order to provide a modified basis for the more efficient operation of said Board.

NOW, THEREFORE, BE IT RESOLVED that Article III, Paragraph 3, of the Intergovernmental Agreement Creating the Woodbury County Area Solid Waste Agency be amended by deleting therefrom said Paragraph 3 in its entirety and in lieu thereof inserting the following:

"3. A quorum of the Board shall consist of members in attendance representing at least six (6) cities or towns and at least two (2) members of the Board of Supervisors."

IT IS FURTHER RESOLVED that Article III, Paragraph 6, of the Intergovernmental Agreement Creating the Woodbury County Area Solid Waste Agency be amended by deleting therefrom said Paragraph 6 in its entirety and in lieu thereof inserting the following:

"6. The Board shall meet at least semi-annually: The Annual Meeting of the Board and election of officers is to be held on the third Tuesday in January; the semi-annual meeting of the Board will be held on the second

Tuesday in June of each year. Said meetings will be held at 7:30 p.m. on the days thus designated at the City Hall in Merville, Iowa, or elsewhere as may be agreed upon. Special meetings may be held at the call of the Chairman, Vice-Chairman or majority of the membership of the Board. Notice of such meeting shall be given by mailing notice thereof at least five days prior to said meeting."

Roll call vote to adopt the resolution.

Yea:

Nay:

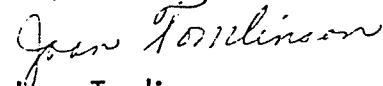
Leo Farber
Wayne Pierce
Gene Kollbaum
Reed Henrichsen
Harold Demarest
Howard Smith
Garry Kollbaum
Nick Gotto
Kevin Clayton
Ed Bonser
Kenneth Rodeen
Jerry O'Sullivan
Bruce Larsen

None

The next General Board Meeting will be June 13, 1978 at 7:30 p.m. at the Merville Town Hall. Notices are to be sent to each representative.

On motion by Jerry O'Sullivan, second by Bruce Larsen, meeting was adjourned.

Respectfully submitted,



Joan Tomlinson
Secretary

RESOLUTION NO. 5985

WHEREAS, the Woodbury County Area Solid Waste Agency has selected what is known as the Huffman site in the NW Quarter of Section Six, Grant Township, in Woodbury County, Iowa, as a ^{PROPOSED} site for the Woodbury County Area Solid Waste Landfill, and

WHEREAS, said landfill site is centrally located, has been approved by the State Department of Environmental Quality, the Iowa Department of Geology, the Woodbury County Board of Adjustment and Review, and

WHEREAS, a substantial amount of money has been expended in purchasing of an option to buy said site, in taking soil borings and in engineering service fees, and

WHEREAS time is of the essence because the State Legislature has mandated a deadline of July 1, 1975, for the beginning date of operation of the landfill site and the Solid Waste Agency had the responsibility of fulfilling said mandate for the 7,174 citizens of the unincorporated area of Woodbury County, Iowa, and the 9,159 citizens of eleven towns in Woodbury County, Iowa,

NOW THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the option on the aforesaid site should be exercised and said site should be made operational forthwith, and further be it resolved that the secretary of this Board should be and hereby is instructed to notify the Woodbury

County Area Solid Waste Commission of this resolution of the Board of Supervisors by submitting to said commission, a copy of this resolution.

It is so resolved.

Dated this 15th day of July, 1974.

WOODBURY COUNTY BOARD OF SUPERVISORS

/s/ Ralph W. Wiley

/s/ James C. Anderson

/s/ Kenneth J. Roden

/s/ W. P. Thompson

/s/ Jerry O'Sullivan

INTERGOVERNMENTAL AGREEMENT CREATING
THE WOODBURY COUNTY AREA
SOLID WASTE AGENCY

PREAMBLE

This Agreement is made and entered into as of the 20th day of July, 1973, by and between Woodbury County, Iowa, the towns of Anthon, Bronson, Correctionville, Cushing, Danbury, Lawton, Merville, Oto, Pierson, Salix, and Sergeant Bluff, all of said governmental bodies hereinafter to be referred to as the "Governments".

ARTICLE I.

AGENCY CREATED

Puruant to the provisions of Chapter 28E, Code of Iowa, 1973, as amended, the Governments hereby form and create a private agency, as a public body corporate and politic and a separate legal entity, the Woodbury County Area Solid Waste Agency (hereinafter referred to as the "Agency").

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STATE OF IOWA
WOODBURY COUNTY

Filed for record this 2 day of

January A. D., 1974 at

10:45 o'clock A.M. and recorded in

Roll 23 Image 1785

W. W. LINGREN, Recorder

ARTICLE II.

PURPOSES.

The purpose of this Agreement is to provide sanitary disposal projects for the final disposition of solid wastes by the residents of the Governments and thereby protect the citizens of Woodbury County, Iowa, from such hazards to their health, safety, and welfare, that result from the uncontrolled disposal of solid waste.

ARTICLE III.

ORGANIZATION

1. The governing body of the Agency shall be designated as the Agency Board (hereinafter called the "Board"), whose membership shall consist of one representative from each participating city or town and six representatives to be appointed by the Woodbury County Board of Supervisors, to represent the unincorporated portion of Woodbury County, Iowa, four of which must be from the unincorporated area of Woodbury County and two members from the Board of Supervisors. Each governmental jurisdiction shall select its own representative and certify the name of the person selected to the Agency. With the exception of the Supervisors, any such representative shall reside in the area which he represents, i.e., within the limits of the town or the unincorporated area of Woodbury County, as the case may be. Cessation of such residence, except as to the Supervisors, will terminate a representative's appointment as well as his death or resignation, and at the option of the governmental agency involved, his

prolonged illness or inattentiveness to his duties. Should a representative's appointment be terminated, the governmental body which appointed him shall immediately appoint a new representative to fill the vacancy thus created. All representatives shall be appointed for a three year period. Each member of the Board, appointed by a town, shall have one vote for each five hundred of population or fraction thereof, residing in the jurisdiction he represents. The members of the Board representing the unincorporated portion of Woodbury County will have a total number of votes equal to the total number of votes of all the towns; said votes will be divided equally among the respective representatives of the unincorporated portion of Woodbury County, Iowa, for the first five years of this Agreement. The population of each governmental body shall be ascertained from the most recent ten-year federal census or special federal census.

2. Beginning with the sixth year, the Total Agency Votes shall be determined by the following equation:

$$\frac{\text{Total Towns Vote}}{\text{Total Agency Votes}} = \frac{\text{All Towns Share of Budget}}{\text{Total Budget}}$$

The "Total Town Votes" will be determined as stated in Article III, paragraph 1. The unincorporated area of Woodbury County, Iowa, shall have the remaining votes. The total votes of the unincorporated area of Woodbury County, Iowa, shall be apportioned amongst the representatives of the unincorporated area of the county on a pro-rata basis.

3. A quorum of the Board shall consist of: (1) a majority of the entire Board membership, and (2) a majority of the total

number of votes of all members of the Board.

4. Beginning with the sixth year of the Agreement the total vote of the unincorporated area of the county shall be apportioned amongst the representatives of the unincorporated area on a pro-rata basis in direct proportion to the areas share of the total budget. The town vote will continue to be based on population and will be used as the constant.

5. A Chairman and Vice-Chairman of the Board shall be elected by a majority of Board membership and shall serve for a term of two years or until their respective successors in office are chosen. The incumbent in each said office may not succeed himself. It shall also elect a secretary pro tem to act as secretary at such times as a director is not in the employ of the Agency.

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 membership of the Board. Notice of such meeting shall be given by mailing notice thereof at least five days prior to said meeting unless waived.

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

8. The Director 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 of funds, disbursement of funds with the approval of the Executive Committee and the preparation and submission of quarterly and annual financial reports to the Board. The Director shall be bonded in the amount of twenty thousand dollars.

9. The Board may retain 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.

10. The Board may employ and pay an engineer to assist in the planning and development of sanitary landfill sites.

11. The Board shall cause this Agreement to be filed with the Secretary of State and recorded with the County Recorder and shall notify said officers of the name of any government withdrawing from or joining the Agency.

ARTICLE IV.

1. An Executive Committee, herein referred to as the Committee, shall be appointed by the Board and will consist of three representatives of the unincorporated portion of Woodbury County, Iowa, to be selected by and from the total representatives of said area and three representatives from the towns of the county, to be selected by and from the representatives of the towns. The original three representatives of the Executive Committee from the towns shall

be selected to serve three, two, and one year terms and the representatives from the unincorporated area of Woodbury County, Iowa, shall be selected to serve like terms. Vacancies shall be filled by the group originally appointing, as they occur. Subsequent appointments to the Executive Committee will be for three terms. The Executive Committee shall have the general responsibility of the day to day management of the sanitary landfill and shall exercise the powers of the Agency, hereinafter enumerated, subject to all limitations found in this Agreement. The Executive Committee may exercise the following powers of the Agency as enumerated in Article VI:

Paragraphs 1, 3, 4 - as to the hiring of employees, other than the Director, only, 8, 9 - except that it may not contract with such agencies and departments, and paragraph 11 - subject to the Board approval.

2. The Executive Committee will meet at such times and places as it sees fit and shall organize itself as in its judgment seems best.

ARTICLE V.

DURATION

1. It is the intention of the Agreement that the Agency be a permanent organization and that additional members may be added to the membership of the Agency from time to time upon a three-fourths vote of all the members of the Board, under the terms and conditions hereinafter more specifically set out.

2. In the event an additional government shall apply for membership in the Agency and said application is considered and approved by the then existing Board, then said government may be added to the membership, provided however, that the said additional government, 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 governing bodies be added into the membership, said added governing bodies shall pay their respective share of all expenses incurred up to the time of their admittance, except operational expenses. The payment will be made directly to the governments then part of the Agency and will be apportioned amongst them on a pro-rata basis in direct proportion to the contributions of the prior members.

ARTICLE VI.

POWERS

The Agency shall have the following powers:

- *1. To provide for the disposal of such solid waste materials as is 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 Commission, within the limits authorized by law. To do all things which by law a private agency, organ-

ized pursuant to Chapters 28E and 28F, of the Iowa Code, 1973, as amended, is authorized to do.

- *3. To receive funds from any source to provide for the operation of the sanitary disposal project as defined by Chapter 1191, the laws of the 63rd General Assembly, Second Session, as amended.
- *4. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- 5. 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.
- 6. To make or cause to be made, studies and surveys necessary to carry out the function of the Agency.
- 7. 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 Commission.
- *8. To provide for a system of budgeting, accounting, auditing, and reporting of all Commission funds and transactions for a depository and for the bonding of employees.
- *9. To consult with representatives of federal, state and local agencies, departments and their officers

and employees and to contract with such agencies and departments.

10. To exercise any and all of the powers consistent with the purpose of the Agency.

*11. 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.

12. 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.

*Powers exercised, all or in part, by the Executive Committee.

ARTICLE VII.

COOPERATION FROM THE GOVERNMENTS

1. The governing bodies agree to respond to reasonable requests to make local records available to the Agency Board and its consultants or employees for the purpose of this Agreement, and to assure that engineers, architects, and consultants hired by the governing bodies 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.

2. Each governing body agrees to adopt such ordinances and resolutions necessary for accomplishment of the stated purposes and objectives of this Agency, as needed to fulfill their obligations as members thereof.

ARTICLE VIII.

FINANCING

1. In order to provide immediate funds for planning studies, the members agree that they will provide funds for use June 1, 1974. The Agency will operate on the same fiscal year as Woodbury County, Iowa.

2. The Agency shall submit a copy of its proposed budget at least seven months and two weeks prior to the commencement of the fiscal year of Woodbury County, Iowa, to each government and show in said budget the share of each government. Each governing body will provide in its budget a sum at least equal to its share of the Agency cost as so submitted except that in no event is the share of Woodbury County, Iowa, to exceed a one-quarter mill levy on the unincorporated real estate in Woodbury County, Iowa, for the first five years of this Agreement, unless by law otherwise provided. Provided, however, for the first five years of this Agreement, that Woodbury County, Iowa, will contribute 50% of the total sanitary landfill budget subject to the limitations above stated. Further provided, however, Woodbury County, Iowa, will pay 50% of all establishment costs, and levy one-quarter mill tax to pay the same and expend all monies in the township dump fund or its successor, if necessary, to meet said obligations. If said one-quarter mill levy is not sufficient

to pay 50% of the budget, the Agency will charge fees to all users in a fair and equitable manner, as determined by the Agency, for the use of the landfill, to make up the deficiency. During said five years, accurate records of sources and amounts of solid waste shall be kept at the landfill and commencing with the sixth year, of the Agreement, Woodbury County's share of the operating budget shall be equal to the share determined by the following equation, except as provided above.

$$\frac{\text{Solid Waste of Unincorporated Area of Woodbury County}}{\text{Total Amount of Solid Waste}} = \frac{\text{Share of Cost of Woodbury County}}{\text{Total Cost of Sanitary Land-fill Operation Budget}}$$

3. Each town's share shall be determined by an equation, as follows:

$$\frac{\text{Population of a Town}}{\text{Population of all Towns}} = \frac{\text{Share of Town}}{\text{All Towns Share of the Budget}}$$

4. "All Towns Share of the Budget" will be that part of the total budget left after determining the share of Woodbury County, Iowa, pursuant to Article VIII, paragraph 2, above. Provided, however, that for the first five years of this Agreement, "All Towns Share of the Operating and Establishing Budget" will be equal to the share of Woodbury County, Iowa. Further provided that, during the second five years of this Agreement, that if the mill levy (now 1/2 mill) levied by Woodbury County, Iowa, is not sufficient to meet the "Share of Cost by Woodbury County, Iowa", the

Agency shall, in a fair and equitable manner, charge fees, to the users of the landfill who are residents of the unincorporated area of Woodbury County, Iowa, calculated to raise sufficient revenue to meet the deficiency.

5. The share of each budget for each governing body shall be due and payable to the Treasurer of the Agency in quarterly payments to be made within thirty days after the beginning of the quarter of the Agency budget year. The penalty for late payment will be $1\frac{1}{2}\%$ per month or any part of a month.

6. Special appropriations shall be made by the parties heretofore funding the operation of the Agency prior to the establishment of the budget cycle. All expenses advanced by any government will be repaid to said government according to the formula set forth in Paragraph 3, above, with interest at an annual rate of 6% commencing sixty days from the date of the advanced payment. By expenses advanced is meant the cost of acquisition of any real or personal property or any other organizational expense related to the establishment of this Agency including but not limited to funds advanced for engineering services. This paragraph is effective as of November 1, 1972, to prior advances and advances thereafter, no interest to be charged prior to November 1, 1972.

ARTICLE VIV.

SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a government in the payment to the Agency of its share of a budget and before such delinquency is determined a voluntary withdrawal, such government shall not be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a three-fourths vote of the remaining members of the Board.

ARTICLE X.

DISSOLUTION

1. In the event of the withdrawal of any government from this Agency, such withdrawing government shall not be entitled to a percentage share of the value of the property acquired by the Agency and such withdrawing government will be deemed to have forfeited to the Agency all of its interest in and to all properties real and personal and wherever located that are owned and managed by the Agency regardless of the contributions made by the government at any time; provided however, that no government may withdraw its membership from this Agency while it is in arrears of any payments owing to said Agency nor without giving notice by December 15th of the fiscal year in which it wishes to terminate its membership; said fiscal year to be from July 1st of a calendar year through June 30th of the following calendar year. Any such termination shall be effective on June 30th of a year. Further provided, that no government may withdraw before June 30, 1983.

2. In the event of complete dissolution of the Agency any real or personal property shall be sold and the proceeds pro-rated among the governments 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 governments have made their proper contributions. If all members have not made their proper contribution, 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.

ARTICLE XI.

MANNER OF ACQUIRING AND HOLDING PROPERTY

1. The Agency may lease, purchase, condemn or acquire by any other means from members or from any other source, real and personal property as is required for the operation of the Agency and the carrying out of the purposes of this Agreement. The Agency shall maintain title to all such property in the name of the Agency and shall require the Secretary to maintain an inventory of all properties. Property, materials, and services shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Agency meeting, provided however, that by the same vote the Agency may authorize the Chairman to expend such funds as the Agency may direct for other authorized purposes of

the Agency.

ARTICLE XII.

The Agreement may be amended from time to time by an affirmative vote of governments having three-fourths of the total financial contribution of the then current fiscal year of the Agency.

ARTICLE XIII.

All proceedings conducted pursuant to this Agreement shall be governed by Robert's Rules of Order except when said rules conflict with this Agreement.

ARTICLE XIX.

Representatives will be paid mileage by the Agency at the rate paid by Woodbury County for all official meetings.

ARTICLE XV.

This Agreement shall not be effective until the governments of towns having at least 80% of the total population of all of the towns listed in the Preamble of this Agreement and also Woodbury County, Iowa, has signed the same.

Without negated or nullifying or altering any part of this Agreement, it is the intent of this Agreement that for the first five years thereof, that the financial contribution of the towns will be equal to that of the unincorporated area of Woodbury County, Iowa.

If any provision of this Agreement or any Article, section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of the Agreement and of the application of any such provision, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

ANTHON, IOWA

By Floyd Farber
Floyd Farber

DANBURY, IOWA

By William C. Kinney
William C. Kinney

BRONSON, IOWA

By Arthur B. Brown
Arthur B. Brown

LAWTON, IOWA

By Robert S. Andrus
Robert S. Andrus

CORRECTIONVILLE, IOWA

By Leslie H. Petersen
Leslie H. Petersen

MOVILLE, IOWA

By Lloyd L. Barnes
Lloyd L. Barnes

CUSHING, IOWA

By Harold Demarest
Harold Demarest

OTO, IOWA

By Thomas L. McDermott
Thomas L. McDermott

PIERSON, IOWA

By Leo Faber
Leo Faber

SALIX, IOWA

By Wray L. Buser
Wray L. Buser, Mayor

SERGEANT BLUFF, IOWA

By Lloyd H. Fymbo
Lloyd H. Fymbo

WOODBURY COUNTY, IOWA

By Kenneth J. Rodeen
Kenneth J. Rodeen