



Matt Schultz
 Secretary of State
 State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M506989

4/23/2014 2:16:04 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

| | Full Legal Name | Organization Type | *County |
|---------|----------------------|-------------------|---------|
| Party 1 | County of Benton | County | Benton |
| Party 2 | City of Atkins | City | Benton |
| Party 3 | City of Belle Plaine | City | Benton |
| Party 4 | City of Blainstown | City | Benton |
| Party 5 | City of Garrison | City | Benton |

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 360 Sanitation
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 To continuously study and implement methods and means to efficiently, economically and lawfully manage solid waste generated by the parties to this agreement.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
 NO
 YES Filing # of the agreement: _____
(Use the filing number of the most recent version filed for this agreement)
 The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Fencl FIRST Name Jennifer
 Title Environmental Services Director Department Environmental Services Director
 Email jennifer.fencl@ecicoq.org Phone 319-365-9941

2013 BENTON COUNTY
SOLID WASTE DISPOSAL COMMISSION
ARTICLES OF AGREEMENT

This Agreement is made and entered into as of July 1, 2014, by and between the cities of Atkins, Belle Plaine, Blairstown, Garrison, Keystone, Luzerne, Mount Auburn, Newhall, Norway, Shellsburg, Urbana, Van Horne, Vinton, Walford, and Benton County in Iowa (hereinafter "Members").

The following Articles of Agreement shall govern the operation of the Benton County Solid Waste Disposal Commission.

ARTICLE I - NAME

Section 1. Name. The official name of this organization shall be the Benton County Solid Waste Disposal Commission (hereafter "the Commission").

ARTICLE II - LEGAL STATUS

Section 1. Legal Status. This Commission is a voluntary joint undertaking of public entities in or near Benton County, Iowa using a common "Waste Management Facility" pursuant to the provisions of Chapter 28E of the Iowa Code.

Section 2. Entity. This Commission is an ongoing legal entity created by the parties to this Agreement.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. Commencement of Operations. The operations of this Commission shall commence July 1, 2014, in the manner hereinafter provided. The eligible entities will adopt a resolution and the Joint Agreement will be filed with the Secretary of State by July 1, 2014.

ARTICLE IV - DURATION

Section 1. Duration. The duration of this Commission shall be perpetual, unless terminated or dissolved as hereinafter provided.

ARTICLE V - PURPOSE

Section 1. Purpose. The purpose of the Agreement is to revise the previous joint Solid Waste Management Commission established in 1973. The purpose of the Commission is to continuously study and implement methods and means to efficiently, economically and lawfully manage solid waste generated by these parties to this Agreement. Such management in the judgment of the Commission may include joint projects with other public or private agencies.

Section 2. The parties understand that the Commission is to be operated as a not-for-profit organization and no profit or dividend will inure to the benefit of any person.

ARTICLE VI - POWERS AND DUTIES

Section 1. Powers. This Commission shall have the power to do all things necessary to carry out the stated purpose.

Section 2. Duties of the Commission. The duties shall include:

- a. To adopt by-laws for the operation of the Commission.
- b. To sue and be sued.
- c. To receive and expend funds for solid waste management purposes.
- d. To acquire, hold, use and dispose of real or personal property, money, material, labor, and supplies.
- e. To establish policies, procedures, budgets, and systems related to budgeting, accounting, auditing, and investment practices related to Commission operations.
- f. To participate in the development and implementation of state-required comprehensive solid waste management plans and subsequent updates.
- g. To keep Member entities and the public informed of changing requirements for solid waste management through regular meetings and other communications.
- h. To enter into contracts and agreements in furtherance of Commission purposes.
- i. To acquire insurance necessary to protect the Commission, its property, employees, members, and their designated representatives.
- j. To make or cause to be made studies related to commission purposes.
- k. To contract with consultants for professional services including but not limited to architects, engineers, planners, attorneys, accountants, and rate specialists, for Commission purposes.
- l. To prepare and recommend to members ordinances to govern refuse collection, transportation, and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards, or other regulations believed to further commission purposes. Neither the Commission nor the executive board shall have authority to regulate the manner and method of pickup of any solid waste in any municipality nor shall they have authority to bind any municipality as to

charges for pickup and delivery unless said municipality shall agree to such regulations by written consent.

- m. To consult and/or contract with Federal, State and local agencies or departments on matters related to the furtherance of Commission purposes.
- n. To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Commission's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.
- o. To provide, in the proceeding authorizing such obligations, for remedies upon default in the payment of principal and interest on any such obligations including but not limited to, the appointment of a trustee to represent the holder of such obligations in default and the appointment of a receiver of the Commission's property, such trustee and such receiver to have the powers and duties provided for in the proceedings authorizing such obligations.
- p. To assess members in the amount deemed necessary to meet Commission purposes, and to bill members and other users for the management of solid waste and/or other materials.
- q. To hire and terminate employees, fix their compensation and benefits, and establish personnel rules and regulations.
- r. To pursue and accept grants related to Commission purposes.

Section 3. Acquiring and Holding Property.

- a. The Commission may lease, purchase, or acquire by any other means such real and personal property deemed necessary for the operation of the Commission and carrying out the purposes of this Agreement. The Commission shall maintain title to all such property in the name of the Commission and an inventory of all Commission equipment shall be maintained. Property shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Commission meeting.
- b. All conveyances of real property owned or held in the name of the Commission shall be made and executed on behalf of the Commission by the Chairman or Vice-Chairman and Secretary of the Commission.

ARTICLE VII - TECHNICAL COOPERATION

Section 1. Provision of Local Records. The Members agree to ensure that local records are made available to the Commission, its employees, contractors, or consultants as needed to carry out the purposes of the Commission and the terms of this Agreement.

Section 2. Provision of Professional Reports. The Members agree to ensure that engineers, architects, and consultants hired by the Members release materials, data, reports, and other pertinent items to the Commission, its employees, contractors, or consultants, as needed to carry out the purposes of the Commission and the terms of this Agreement.

ARTICLE VIII - FINANCING

Section 1. In the performance of its duties, the Commission may cooperate with, contract with, and accept and expand funds from federal, state or local agencies, and public or semi-public entities, private individuals, or corporations and may carry out such cooperative undertakings and contracts as needed to complete the purposes of this Agreement.

Section 2. The expenditures of the Commission, shall be within the amounts appropriated or provided to the Commission by Member assessments, grants, gifts, contract receipts, tonnage fees, or other documented revenue sources.

Section 3. The Commission shall prepare a budget based on a July 1 to June 30 fiscal year for the operation of the Commission to be adopted by no later than January 15th of the current fiscal year.

Section 4. The Commission shall inform each Member of proposed assessments, tipping fees, and all other rates, by no later than January 15th of each year.

Section 5. The Commission, for the purpose of allocating the portion of the Commission budget for operational costs and for the retirement of the original bonds and interest for each Municipality, shall adopt a percentage formula for the Commission membership based upon population as shown by the official, most recent, federal census, and shall adopt a similar formula for all subsequent operational costs, bonds, interest and improvements based upon the latest official federal census for each Municipality.

Section 6. Member assessments shall be paid in equal installments either monthly or quarterly to be determined between the Commission and the Member.

Section 7. The Commission may adopt both annual and special assessments. The failure of a Member to pay either an annual or special assessment may be considered a momentary withdrawal of that Member and a default of this Agreement. The determination of whether or not said failure is treated as a momentary withdrawal shall be made by a majority vote of the remaining, non-defaulting, members.

Section 8. Special Assessments. The Commission may assess an additional fee, i.e. a special assessment, in excess of the Annual Assessment. The approval of a Special Assessment shall require at least 75% of all possible votes of the Commission members.

ARTICLE IX - MEMBERSHIP

- Section 1. Members. The Members of this Commission may be those entities authorized by Chapter 28E, Code of Iowa, to make joint agreements for the purposes stated in this Agreement.
- Section 2. The governing body of the Commission shall be designated as the Commission. Each Member city signing onto this Agreement shall have one representative on the Commission. The Benton County Board of Supervisors shall designate seven (7) representatives to serve on the Commission: one representative from the Board of Supervisors; two at-large representatives; and at least four representatives that reside in the unincorporated portion of Benton County. The Commission shall consist of representatives of each Member which could be an elected person of the governing body of each Member or a designated substitute to be approved by the Member to be represented. Said representative shall continue to represent that Member until the chairperson has received notification from the Member appointing a new representative. An alternate shall be designated for each representative in the same manner as representatives are designated and shall attend and be entitled to vote in the same manner in the absence of designated representative.
- Section 3. There shall be one class of membership in the Commission, which shall be full membership and each Member entity shall approve, by resolution of its governing body, its representation within the Commission.
- Section 4. New Member. As the Commission was legally formed in 1973, pursuant to Chapter 28E, Code of Iowa, the Commission may accept a new Member as a party to this Agreement by the following process:
- a. Such entity shall make application by its governing body adopting a resolution authorizing application and agreeing to be bound by the terms of this agreement upon approval of their membership by the Commission
 - b. A copy of the resolution and application shall be sent to the Commission.
 - c. The Commission shall consider and act upon such application at its next regular meeting and shall notify the applicant of the Commission's decision within ten (10) days thereof.
 - d. An amendment to this agreement is required to add a new Member as a party to this Agreement, and the provisions of this agreement set out at Article XIV shall be followed.
 - e. If the applicant's request for membership is approved, the new Member shall appoint a representative to the Commission and notify the Commission of this appointment, and shall thereafter execute this agreement, before any rights inure to the benefit of said Member.

- f. The chief elected official, or designated representative of the Member, shall execute the Agreement on behalf of the new Member.
- g. The Commission shall cause the filing of all documents required to be filed with the Iowa Secretary of State.
- h. If the new Member joins the Commission at a time other than the beginning of the fiscal year, the new Member shall be assessed a pro-rated share of the basic assessment calculated according to the number of months of membership in the year divided by twelve (12) months; partial months shall not be pro-rated.
- i. If a Special Assessment is in place and a repayment agreement has previously been negotiated, the repayment agreement shall be modified to reflect the addition of the new Member, the new Member shall agree to the repayment agreement as a condition of membership.

Section 5. Duration of Membership. A Member of this Commission shall continue its membership herein until such time as (i) the Member is expelled, as hereinafter provided, (ii) the Member terminates its membership herein, as hereinafter provided, (iii) this Commission is dissolved, as hereinafter provided or (iv) this organization is terminated, as hereinafter provided.

Section 6. Members-Expulsion. A Member of this Commission may be expelled from membership in this Commission for cause:

- a. The only cause for expulsion shall be a continued violation of the provisions of this Agreement.
- b. The Commission By-Laws shall establish the procedure required for expulsion of a Member for cause.
- c. Expulsion shall not relieve the expelled Member from its obligation to pay its share of Commission expenses and liabilities, incurred or approved to be incurred, during such time as the expelled Member was a Member of the Commission.

Section 7. Membership-Termination. Membership may be withdrawn from this Commission in the following manner:

- a. The governing body of the Member shall adopt a resolution to withdraw from the Commission as of a date certain.
- b. A certified copy of the resolution shall be sent to the Commission by certified mail, or personally served upon the Chairman of the Commission.

- c. Such withdrawal shall not be effective until at least one year has passed since delivery of the Resolution to the Commission.
- d. Membership termination shall not relieve the withdrawing Member of its obligation for a proportionate share of any outstanding project assessments for the agreed upon duration of those assessments. This proportionate share shall be dedicated to the repayment of capital expenditures and paid on the same schedule as all remaining Members' payments, unless the withdrawing Member seeks to make repayment on a more rapid schedule.
- e. If a Member votes against a Special Assessment approved as outlined in Article VIII, Section 7, and subsequently withdraws from the Commission, the withdrawing Member shall not be obligated to a share of the Special Assessment provided the withdrawing Member adopts a resolution signifying its withdrawal from the Commission and provides that resolution to the Commission prior to the Commission formally incurring debt on behalf of its Members. Commission shall not incur debt under Article VII, Section 7 until at least 30 days has passed since approval of the assessment.
- f. A Member that withdraws that later rescinds that decision or subsequently applies to re-join the Commission shall be obligated to pay the Special Assessment they would have paid but for their withdrawal, as a condition of membership.

ARTICLE X - RESOLUTION OF DISPUTES AMONG MEMBERS

Section 1. Except as may be otherwise required by law the Members agree that any disputes which may arise between them or between them and the Commission, involving interpretation of this Agreement, shall be resolved whenever possible by voluntary negotiation in which the executive director of the Regional Council of Governments may act as mediator, or such other mediator chosen by a majority vote of the total commission votes. Such negotiation shall, however, not be obligatory and may, if commenced, be terminated at any time by withdrawal of any party to the conflict.

Section 2. At any time from and after it first appears that such a conflict exists, including the period of voluntary negotiation proposed, any Member or group of Members, collectively, or the Commission as a whole, if a majority of the Members agree, may invoke the processes of arbitration hereinafter described in the following manner:

- a. By serving notice by certified mail upon all adverse parties, and in all cases the Commission, stating as simply as possible the points of difference between the parties stating that the party is initiating such arbitration procedures and the completed service of such notice shall be deemed to have initiated such procedures. Within ten (10) days thereafter the parties to the dispute (acting jointly if more than one) shall each select an arbitrator and shall notify the other in writing of the name and address of the arbitrator selected. The arbitrators so selected shall within ten (10) days after being notified of their selection select a third arbitrator, and after doing so shall in

writing forthwith notify the involved Members and commission of the name and address of such third arbitrator. The three arbitrators selected as aforesaid shall immediately proceed to determine the points of difference stated in such notice, and the conclusion of said arbitrators, or a majority of them shall be reduced to writing and submitted in writing to the involved parties and the Commission, and the determination so made shall be binding upon both the parties and the Commission and shall form the basis for future guidance of the parties and the Commission on the issue(s) so resolved.

- b. If either party shall fail to select an arbitrator as provided above, the arbitration shall be heard and decided by the one arbitrator identified by the selecting Member. The parties to the dispute (collectively, if more than one Member constitutes a single party) shall share equally in the expense of the arbitration. In the event the said arbitrators, or a majority of them shall fail to agree upon a determination of the issues within thirty (30) days after the matter is submitted to them said arbitrators shall be discharged and the proceedings had before them shall be abandoned, and if, for the foregoing or any other reason, any arbitration shall fail, a new arbitration shall be immediately commenced by naming new arbitrators as above provided, and the parties shall so continue until a determination shall be made by such arbitrator(s) or a majority of them as herein provided.
- c. Any vacancy on said board of arbitrators may be filled by the party originally entitled to select such arbitrator, and if such party neglects to do so for a period of ten (10) days after written notice by the other party to select such arbitrator, then such vacancy shall not be filled, and the arbitration decided by the remaining arbitrators.
- d. No arbitrator shall be appointed hereunder unless he be entirely disinterested, not related to another arbitrator or any party; and considered a “licensed” arbitrator under applicable Iowa law and/or regulation.
- e. It is the intent of this Agreement that recourse to arbitration as prescribed shall be a mandatory condition precedent to the invocation of a judicial remedy, and that such arbitration shall be final and binding upon the parties thereto, save and except the limited judicial review allowed by Iowa law.
- f. In rendering the final, binding decision within thirty (30) days of the submission of the matter to them, the arbitrator(s) shall have no power in such decision to add to, subtract from, modify or amend the express terms of this Agreement or of the Commission’s By-laws. A decision of the Arbitrator(s) within the scope of the arbitrator’s authority shall be final and binding upon the Members and Commission. Said decision may not be applied retroactively beyond the date of the specific event that led to the arbitration procedures.
- g. Each party (collectively, if more than one Member constitutes a single party) shall be responsible for its own costs, and the cost of the arbitrators shall be divided equally

among the parties. Any party seeking to have the proceedings recorded shall be responsible for the payment of the recording costs.

Section 3. In the event of Court involvement, the parties hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Benton County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney's fees.

ARTICLE XI - DISSOLUTION

Section 1. Dissolution. This Agreement and the Commission may be dissolved at any time by a unanimous vote of the membership, following which all Members shall pass a resolution supporting such Commission action.

Section 2. Disposition of Assets. If the Commission is dissolved, funds in the keeping of the Commission shall be distributed among the Members at the time of dissolution on a pro-rated basis according to the same formula (per Member population) used for the collection of basic assessments but for any funds required to be maintained by law or regulation, in a fund to manage the closed landfill or existing or closed transfer station, and/or any other landfill/transfer station mandated reserve fund or account.

ARTICLE XII - TERMINATION

Section 1. Termination. This Agreement and the Commission shall automatically terminate at any time when there are less than two (2) Members hereof.

Section 2. Disposition of Assets. If the Commission is terminated under this Article, funds in the keeping of the Commission shall be distributed to the final Member at the time of termination, but for any funds required to be maintained by law or regulation, in a fund to manage the closed landfill or existing or closed transfer station, and/or any other landfill/transfer station mandated reserve fund or account.

ARTICLE XIII - AMENDMENTS

Section 1. The terms of this Agreement may be amended by a majority vote of all possible votes of the Commissioners followed by the approval of same by Resolution of a majority of Member municipalities.

Section 2. Amendments must be in writing and submitted for Commission consideration at one meeting and voted on at a subsequent meeting of the full Commission.

Section 3. If a Member fails to take action for or against a proposed amendment within sixty (60) days after its receipt by such governing body, it shall be deemed that such body has given its consent to such amendment.

Section 4. Any duly approved amendments to the Agreement shall be filed with the Secretary of State.

ARTICLE XIV - COMPREHENSIVE PLAN & FLOW CONTROL RESPONSIBILITIES

Section 1. To the extent permitted by the Constitution and laws of the United States and the State of Iowa, all Members shall require that all waste generated or collected within their jurisdictions shall be delivered to and deposited in the disposal facility(ies) designated by the Commission in its comprehensive solid waste management plan or most recent update thereof.

Section 2. The Commission shall accept for disposal at its facilities all solid waste generated and collected within the service area boundaries of any member, without regard to whether such waste was collected by a public or private entity; provided that such solid waste when delivered is in compliance with the Commission's rules and regulations and is a waste of a kind and nature suitable for disposal at the Commission's site. The Commission may, at its option, refuse to accept any waste for disposal which it, in its sole discretion, deems unsuitable for disposal at the site.

Section 3. All Commission Members shall participate in the waste stream reduction plans as outlined in the Commission's comprehensive solid waste management plan or most recent update thereof. Members shall take all steps necessary to implement their waste stream reduction plans.

ARTICLE XV - RESPONSIBILITY OF INDIVIDUAL MEMBERS FOR COMMISSION INDEBTEDNESS

Section 1. Any indebtedness, liability or expenditure which is initiated, accrued or acquired during the period of time of any individual Member unit's membership in the Commission shall continue to be an obligation of said Member unit until such indebtedness, liability or expenditure is fully paid or satisfied. All Member units shall continue to be responsible for their proportionate share of said indebtedness, liability or expenditure during the period of time the obligation remains outstanding.

ARTICLE XVI – LIABILITY AND INDEMNIFICATION

Section 1. The parties hereto shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, in any way related to and/or arising out of the parties membership in the Commission. This obligation shall apply to claims related to the death of or injury to any person or persons, damage to property, and any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction of a member, after said Member has admitted liability or has been found liable by a court of law or arbitrator, if arbitration has been agreed to or has otherwise been legally invoked. Notwithstanding the above,

each entity at all times reserves the right to retain counsel of its own to defend its respective interests.

ARTICLE XVII – ENTIRE AGREEMENT AND SEVERABILITY

Section 1. The Members acknowledge that this Agreement is the complete and entire agreement of the Members establishing the Commission and shall supersede and replace any and all prior agreements, whether written or oral, regarding the Benton County Solid Waste Disposal Commission. Nothing further may be utilized to explain, contradict or nullify the agreement. The parties further agree that this document is 26 pages in length, including the signature pages, and encompasses 19 numbered Articles, each with their own sections and in some cases subsections. Each party has had ample opportunity to seek independent advice with regard to the terms of this Agreement.

Section 2. If any provisions of the Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or application, and to this and the provisions of these Articles are declared to be severable.

ARTICLE XVIII – ARTICLE HEADINGS

Section 1. The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

County of Benton, Iowa

(Seal)

By Donald H. Freese
Chairperson

Attest:

Jane Maxlen
Auditor

MAR 13 2014


ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

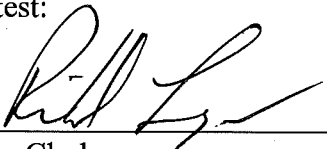
February 3, 2014

City of Atkins, Iowa

(Seal)

By 
Mayor

Attest:

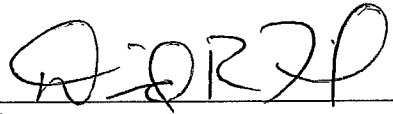

City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

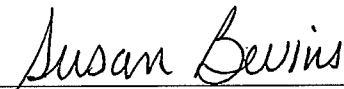
Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Belle Plaine, Iowa

(Seal)

By 
Mayor

Attest:


City Clerk

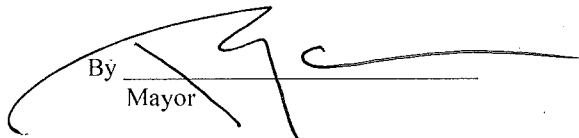
MAR 17 2014

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

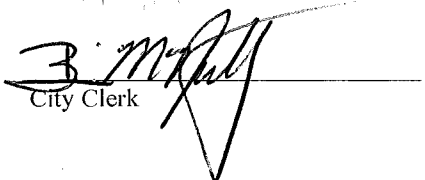
Section I. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Blairstown, Iowa

(Seal)

By 
Mayor

Attest:



City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

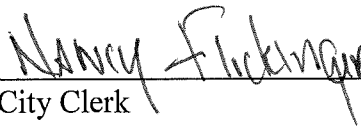
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City of Garrison, Iowa

(Seal)

By 
Mayor

Attest:


City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

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City of Keystone, Iowa

(Seal)

By Michael J. Reed
Mayor

Attest:

Angie Hagen

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

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City of Luzerne, Iowa

(Seal)

By John W Brandt
Mayor

Attest:

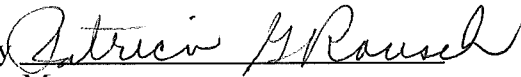
Janice Kendall
City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

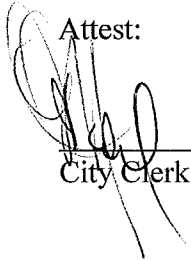
Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Mount Auburn, Iowa

(Seal)

By 
Mayor

Attest:



City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Newhall, Iowa

(Seal)

By *J. Matthes*
Mayor

Attest:


Keri Sours
City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

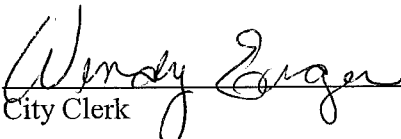
Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Norway, Iowa

(Seal)

By 
Mayor

Attest:


City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

(Seal)



Attest:

Nancy Wilcoxon
City Clerk

City of Shellsburg, Iowa

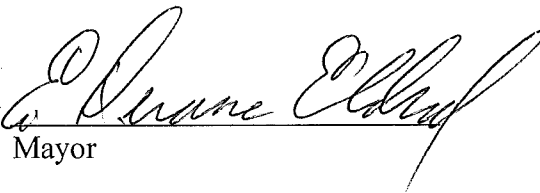
By [Signature]
Mayor

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

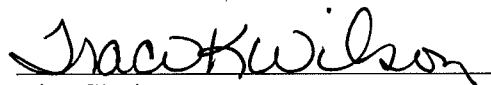
Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Urbana, Iowa

(Seal)

By 
Mayor

Attest:


City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION


Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Van Horne, Iowa

(Seal)

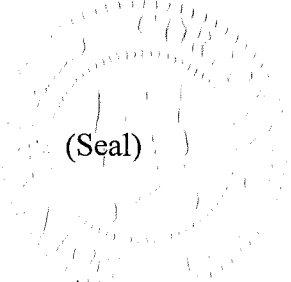
By 
Mayor

Attest:


City Clerk

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.



(Seal)

Attest:

Cindy Michael
City Clerk

City of Vinton, Iowa

By John R. Whitson
Mayor

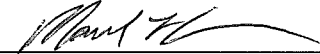
FEB 12 2014

ARTICLE XIX – EXECUTION OF DOCUMENTS AND RECORDATION

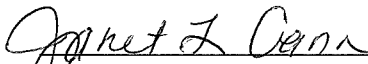
Section 1. The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

City of Walford, Iowa

(Seal)

By 
Mayor

Attest:


City Clerk

JAN 30 2014

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

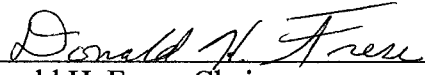
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

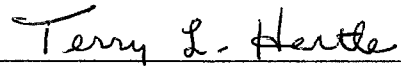
WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the Benton County Board of Supervisors, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

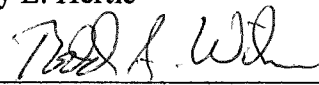
PASSED and APPROVED this 28th day of January 2014.



Donald H. Frese, Chairman



Terry L. Hertle



Todd Wiley

ATTEST:


Jill Marlow, Benton County Auditor

RESOLUTION # 582

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION


WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

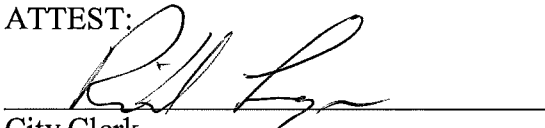
WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the Atkins City Council, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 17th day of March 2014.



Mayor

ATTEST:


City Clerk

RESOLUTION #14-2-1

FEB 10 2014

**RESOLUTION AMENDING THE INTERGOVERNMENTAL
AGREEMENT CREATING THE BENTON COUNTY SOLID WASTE
DISPOSAL COMMISSION**

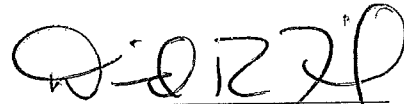
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

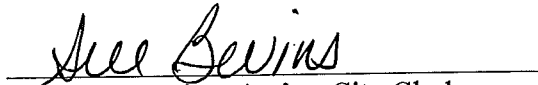
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE PLAINE, IOWA that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 3rd day of February 2014.



David R. Fish, Mayor

ATTEST:


Sue Bevins, Acting City Clerk

RESOLUTION _____ 14-01 _____

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

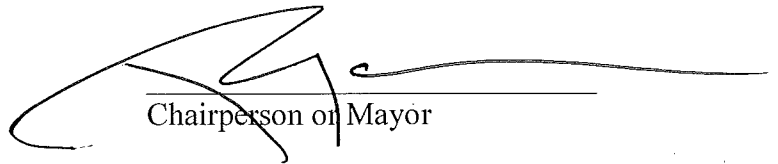
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by Blairstown City Council, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 10th day of March, 2014.



Chairperson of Mayor

ATTEST:



~~BLANK~~ City Clerk

RESOLUTION 2014-04

**RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL
COMMISSION**

WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED, by the City of Garrison that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

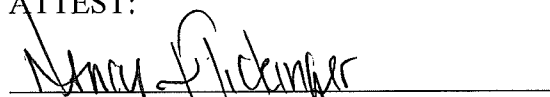
Passed and approved this 3rd day of February, 2014.

AYES: Trimble, H. Kirchner, Kearns, Williams, R. Kirchner

NAYS: None

ABSENT: None


Allan R. Lindsey, Mayor

ATTEST:

Nancy Flickinger, Clerk

JAN 30 2014

RESOLUTION 12-2-13

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by City of Keystone, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 2nd day of December 2013.



Mayor

ATTEST:



City Clerk

JAN 14 2014

A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

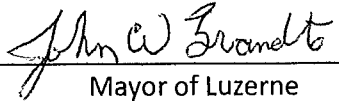
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUZERNE, IOWA, that the 1973 Joint Agreement creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED THIS 2ND DAY OF JANUARY, 2014.



Mayor of Luzerne

ATTEST:



Luzerne City Clerk

RESOLUTION 02 - 14

FEB 05 2014

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

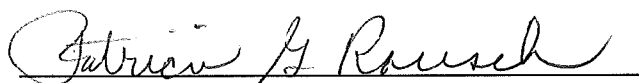
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly Organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the Changes in waste management at the local, state and federal level, and;

WHEREAS, THE UPDATED 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

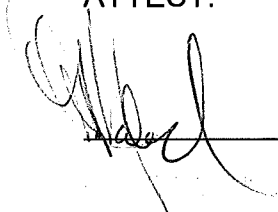
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MT. AUBURN, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 3rd Day of February 2014.



MAYOR

ATTEST:



CITY CLERK

RESOLUTION 02102014

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the City of Newhall, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 10th day of February, 2014.



Mayor

ATTEST:



City Clerk

FEB 03 2014

RESOLUTION 1-14

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

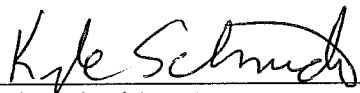
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norway, Iowa, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 13th day of January, 2014.



Kyle Schmidt, Mayor

ATTEST:



Wendy Erger, City Clerk

FEB 21 2014

RESOLUTION #12-02-2013.

**RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL
COMMISSION.**

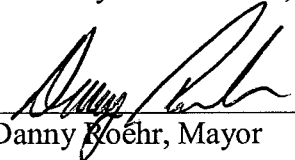
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

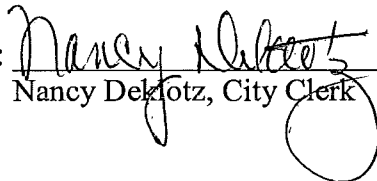
Whereas, the updated 2013 Benton County Solid Waste Deposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by City of Shellsburg City Council, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 2nd day of December, 2013.



Danny Boehr, Mayor

ATTEST: 

Nancy Deklotz, City Clerk

RESOLUTION 14-05

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

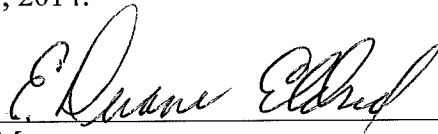
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.


NOW, THEREFORE, BE IT RESOLVED by City of Urbana, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 12th day of February, 2014.



Mayor

ATTEST:



Urbana City Clerk

RESOLUTION 2014-347

RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
CREATING THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

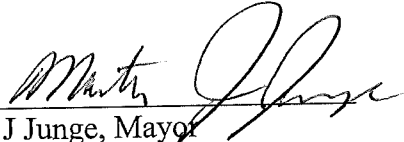
WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, the 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

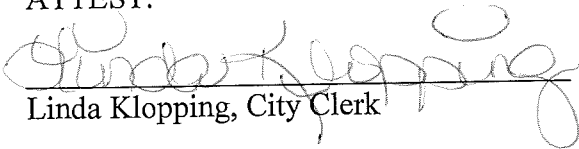
WHEREAS, the updated 2013 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, powers and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the City of Van Horne, that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2013 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 10th day of March 2014


Martin J Junge, Mayor

ATTEST:


Linda Klopping, City Clerk

CITY OF VINTON, IOWA

RESOLUTION NO. 03-14-05

APR 03 2014

**A RESOLUTION TO APPROVE 28E AGREEMENT
FOR BENTON COUNTY LANDFILL**

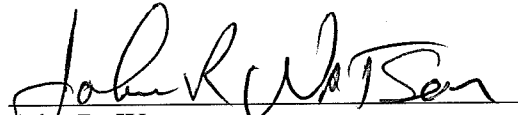
WHEREAS, Benton County and the cities of Benton County are forming a new landfill commission to replace the County managed system, and

WHEREAS, The City of Vinton wishes to participate in the Commission, and


WHEREAS, said agreement is attached to this resolution.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Vinton that the Mayor is authorized to sign the 28E Agreement and make the City of Vinton a member of the Benton County Landfill Commission

Adopted this 27th day of March, 2014.


John R. Watson
Mayor

Attest:


Cindy Michael
City Clerk



MAR 10 2014

RESOLUTION NO. 2-14-3

RESOLUTION AMENDING THE INTERGOVERNMENTAL 28E AGREEMENT CREATING
THE BENTON COUNTY SOLID WASTE DISPOSAL COMMISSION

WHEREAS, the Benton County Solid Waste Disposal Commission is a duly organized intergovernmental corporate body under sections 28E, 28G, and 455B of the Code of Iowa, and;

WHEREAS, THE 1973 Joint Agreement document needed updating to reflect the changes in waste management at the local, state, and federal levels, and;

WHEREAS, the updated 2014 Benton County Solid Waste Disposal Commission Articles of Agreement preserves the original purpose, power and duties of the Benton County Solid Waste Disposal Commission.

NOW, THEREFORE, BE IT RESOLVED by the Walford City Council that the 1973 Joint Agreement Creating the Benton County Solid Waste Disposal Commission be omitted in its entirety to be amended in its entirety with the 2014 Benton County Solid Waste Disposal Commission Articles of Agreement.

PASSED and APPROVED this 10th day of February, 2014.

Ayes: Goodwin, Hoskins, Huber, Kane, Plogman

Nays: None

Absent: None



Mark Carter

Mayor

ATTEST:



Janet L. Gann, MMC
City Clerk