

**RESOLUTION 1723**

**A RESOLUTION APPROVING THE CEDAR COUNTY SOLID WASTE COMMISSION  
28E AGREEMENT**

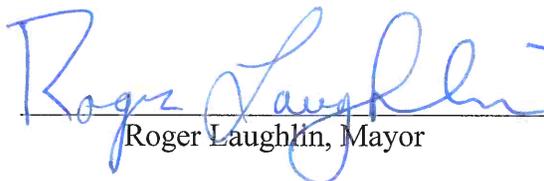
**WHEREAS**, The City of West Branch shares the Cedar County Solid Waste Commission's vision of an integrated solid waste management system; and

**WHEREAS**, the 28E proposed is a continuation of a previous long standing agreement; and

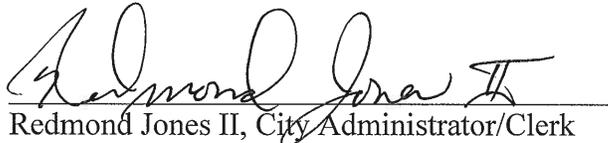
**NOW, THEREFORE, BE IT RESOLVED** the West Branch City Council hereby authorizes the Mayor to sign the Cedar County Solid Waste Commission 28E agreement. Such agreement is to enter into membership of the Commission for the purpose of disposal of solid waste and acquisition, operation and use of public disposal areas and such other related purposes as the Commission decides. This agreement is between the City of West Branch and the Cedar County Board of Supervisors and will commence July 1, 2018 and continue until June 30, 2028.

\* \* \* \* \*

Passed and approved this 25th day of June, 2018.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk

CEDAR COUNTY SOLID WASTE DISPOSAL  
28E AGREEMENT

This agreement entered into this 25 day of June, 2018, by and between Cedar County, Iowa, by its Board of Supervisors, hereinafter called the First Party, and those incorporated Municipalities joining into this agreement by signing this document as herein provided, hereinafter called the parties of the second part.

WHEREAS, that the parties herein desire to enter into a joint enterprise for the purpose of disposal of solid waste and acquisition, operation and use of public disposal areas, and such other related purposes as the Commission herein formed decides and to establish a Commission to implement such purposes as set forth herein, all as provided in Chapter 28E of the 20017 Code of Iowa.

WHEREAS, the parties hereto have been operating under an existing 28E Agreement containing terms substantially the same as contained herein which is now expiring and desire to continue such operation under this new agreement;

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto, and in consideration of the mutual agreement herein, that in implementing said purposes above stated that:

1. There shall be established a Cedar County Solid Waste Disposal Commission consisting of one member from each member municipality signing this agreement who shall be the mayor or any elected municipal official appointed by the mayor and each member of the Cedar County Board of Supervisors. Existing membership and representation under the agreement which expires June 30, 2018, shall continue.
2. That each person named to said Cedar County Solid Waste Disposal Commission shall be certified to said Commission by the Cedar County Board of Supervisors or by the municipality and shall be a member and be entitled to vote on all matters before the Commission and there shall be no votes by proxy; however, an alternate who is an elected official designated by a member may vote in the place of that member in the event that said member is unable to attend any meeting.
3. That this agreement shall commence on July 1, 2018, and continue until June 30, 2028. Except as hereinafter provided, all parties hereto agree to participate in said agreement for the duration of

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this term.

4. The Cedar County Solid Waste Disposal Commission shall be the governing body to execute and implement the provisions of this agreement and shall have the power to establish an Executive Committee, and establish the length of their term and the Executive Committee shall have the authority to act instead of the Cedar County Solid Waste Disposal Commission only in such matters as are assigned to it by the Commission.

The Executive Committee shall consist of three members, one board member of the Board of Supervisors selected by said Board, one board member chosen by the members of the Committee members from the municipalities, and one board member chosen by all members of the Cedar County Waste Disposal Commission who shall be a member of that Commission.

Members of the Executive Committee shall serve a one-year term beginning after their appointment by the Solid Waste Disposal Commission at the January meeting of each year. If a member of the Solid Waste Disposal Committee cannot complete his term of office, the following action will take place:

- a. Mayor's Representative - Appointed by the mayors at a meeting within 30 days.
- b. Supervisor's Representative - Appointed by the Supervisors at a meeting within 30 days.
- c. At-Large Member - Appointed by the entire Solid Waste Disposal Commission at a meeting held within 30 days.

5. The Cedar County Solid Waste Disposal Commission shall have no less than one meeting a year at a date fixed by the Executive Committee during the month of January of each year. Additional meetings may be called by a majority of the Executive Committee by giving at least ten days' notice of the time and place of such meeting to all members of the Commission.

6. There shall be established a Cedar County Solid Waste Disposal Commission Fund whose money shall be obtained as follows:

- (a) Cedar County shall pay \$50,000 per year towards the cost of the operation of said Cedar County Transfer Station. Said amount shall be transferred to the Cedar County Solid Waste Commission Fund as received.
- (b) The municipalities entering into this agreement agree to jointly match the amount raised above.

The per capita amount to be assessed of each municipality entering this agreement shall be determined by the Cedar County Auditor; by dividing the amount assessed by Cedar County under subparagraph (a) above by the total municipal population of the cities signing this agreement, according to the latest census available. The assessment so determined shall be apportioned by population among the municipalities joining this agreement.

7. The Cedar County Solid Waste Disposal Commission is hereby authorized to raise whatever other capital it determines it needs by any means, including the establishment of a gate fee policy and operating of the same.

However, any special assessment of the members of this 28E Agreement as proposed by the Cedar County Solid Waste Disposal Commission shall not be assessed except upon the affirmative vote of 66% of those members of the commission present at the meeting at which such assessment is voted upon.

8. The money raised as provided above shall be placed in a common account which shall be administered by the Cedar County Auditor. No warrants shall be written without the approval of the Executive Committee unless said expenditure is previously approved by the Executive Committee, for items such as salary, etc.

9. This agreement may be terminated at any time with a 100% vote of approval of all members in good standing of the Commission. Any municipality or Cedar County may withdraw from this contract by giving notice by certified mail to the Secretary of the Commission at least five days prior to the annual meeting, which is to be held in January of each year, of their intention to terminate their participation in this agreement from and after one year from the following July 1st, and will be required to pay all annual

meeting, which is to be held in January of each year, of their intention to terminate their participation in this agreement from and after one year from the following July 1st, and will be required to pay all annual assessments through July 1, 2028, when due, to include their pro rata share of unpaid balance on capital expenditure obligations agreed upon by the Commission while they were a member.

10. This agreement shall terminate July 1, 2028, unless it is extended, or redrawn prior thereto, and the Secretary of said Commission shall notify each participant in January of 2028, and any January prior to future termination dates that said agreement will terminate unless the same is extended by written agreement prior to July 1st of the terminating year.

11. All property that becomes the property of this Commission shall vest in the participants of those affiliated with this Chapter 28E Agreement, or any extension, or renewal of the same, except that if any participant withdraws from said agreement prior to the termination date of this agreement, or any extension thereof said participant shall waive its rights in said property and shall not be entitled to reimbursement for the same. In the event this agreement is terminated by unanimous agreement, or on the expiration of such agreement, then all participants at that time shall be entitled to their proportionate share of all personal property of the Commission. Cedar County under the control of the Board of Supervisors shall have the right of first refusal to purchase the real estate property (land and buildings) at a fair market value not to exceed the original cost.

12. The Cedar County Solid Waste Disposal Commission shall have full authority to administer, as it sees fit, the affairs of the Commission and it is empowered to act, hold property, and take whatever action it decides is needed to implement the intent of this agreement. The Cedar County Solid Waste Disposal Commission shall make rules and regulations in relationship to the disposal of waste as it determines are necessary.

13. This agreement must have the approval of the Cedar County Board of Supervisors and the Council and Mayors of each Incorporated Municipality signing the same, each having met in its regular session, and the signing of this agreement attests to the same. The agreement shall come into being effective

July 1, 2018, when signed by the Cedar County Board of Supervisors and when signed by the municipalities in good standing in the previous 28E agreement dated July 7, 2008.

14. It is agreed that no member person serving on or employed by the Solid Waste Disposal Commission shall be eligible for such service or employment if that individual is engaged as a salaried employee or is owner of a business for a profit, in hauling trash or junk.

15. Additional municipalities subsequently wishing to enter into this agreement may do so upon the approval of their Council and Mayor, as hereinbefore provided, and by paying their proportionate share of the fiscal year according to the formula for other municipalities, and an additional charge for pro rate share of capital expenditures to be fixed by Commission, and thereafter shall be included as provided for the regular assessment charge, as provided for municipalities entering into this agreement.

16. Adjoining County municipalities or areas wishing to enter this agreement or use in some way the facilities would need:

- a) approval - majority of commission
- b) if member - meet requirements in 15 above
- c) use of additional surcharge on gate fee to compensate for assessments.

City of Bennett, Iowa  
by Direction of City Council

City of Clarence, Iowa  
by Direction of City Council

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Mayor Date

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Mayor Date

City of Mechanicsville, Iowa  
by Direction of City Council

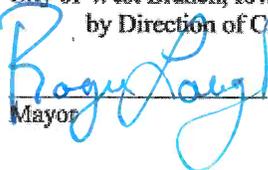
City of Stanwood, Iowa  
by Direction of City Council

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Mayor Date

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Mayor Date

City of West Branch, Iowa  
by Direction of City Council

City of Tipton, Iowa  
by Direction of City Council

  
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Mayor Date 6-25-18

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Mayor Date

City of Durant, Iowa  
by Direction of City Council

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Mayor Date

City of Lowden, Iowa  
by Direction of City Council

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Mayor Date

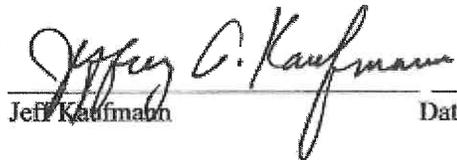
City of Wilton, Iowa  
by Direction of City Council

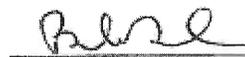
\_\_\_\_\_  
Mayor Date

Cedar County Board of Supervisors

  
Chairperson Dawn Smith Date 5-22-18

  
Jon Bell Date 5-22-18

  
Jeff Kaufmann Date 5-22-18

  
Brad Gaul Date 5-22-18

  
Steve Agne Date 5-22-18