

Ordinance Number 157

AN ORDINANCE to establish the Scott County Sanitary Landfill Commission to maintain and operate solid waste disposal sites in Scott County, Iowa.

WHEREAS, it is the intent of the undersigned Qualified Political Subdivisions, as parties to this Agreement, to establish, maintain and operate (within the territory over which they have legal jurisdiction) solid waste disposal projects consistent with the protection of the normal health, the general welfare and physical property of the people, under Chapter 28E, Chapter 406 of the 1971 Code of Iowa;

NOW, THEREFORE, the undersigned Qualified Political Subdivisions of Iowa agree as follows:

Section 1. The following terms as used in this agreement shall, unless the context otherwise requires, having the following meanings:

- (a) "Commission is the Scott County Landfill Commission.
- (b) "Committee" is the Technical Advisory Committee.
- (c) "Person" is any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, Political Subdivision, or any other legal entity, or their legal representative, agent or assigns.
- (d) "Political Subdivision" is any city, village, incorporated town, or county.
- (e) "Qualified Political Subdivision" is any Political Subdivision within Scott County.

Section 2. Only Qualified Political Subdivisions are eligible to be parties to this agreement. There is created hereby a regulatory Commission to be known as the Scott County Landfill Commission. The Commission shall consist of one representative with alternate from each of the Qualified Political Subdivisions which is a party to this agreement, such representative with named alternate to be appointed by the Qualified Political Subdivision which he represents for a term of two years. Such appointment shall be made within thirty (30) days after this agreement becomes effective, or if it is in effect, then within thirty (30) days after such Qualified Political Subdivision becomes a party to it. The terms of all representatives shall continue until their respective successors have been duly appointed and qualified. Vacancies shall be filled for the remainder of any term in the same manner as the original appointment. A Qualified Political Subdivision may remove its representative must do so on its rescission of this agreement. The members of the Commission shall receive no compensation for their services but shall be reimbursed for expenses necessarily incurred in the performance of their duties.

Voting rights of Qualified Political Subdivisions through their representative (or his alternate) on the Board shall be constituted and limited as follows:

- (a) Cities, villages and incorporated towns of 6000 or less population based on the then most recent general Federal census....1 vote.
- (b) Cities, and villages and incorporated towns of more than 6000 population based on the then most recent general Federal census..... 1 vote for each 6000 people, as well as 1 vote for a majority fraction in excess thereof.
- (c) Counties.....1 vote for each 6000 people, as well as 1 vote

for a majority fraction in excess thereof, remaining after deducting the population of the Qualified Political Subdivisions under (a) and (b) above (who are parties to this agreement) in the county affected from the then most recent general or special Federal census population figure for that county.

The Commission shall hold at least six (6) regular meetings each calendar year at a place to be fixed by the Commission. The Commission shall select at its first meeting one of its voting members to serve as chairman and another of its voting members to serve as vice-chairman and a third to serve as secretary-treasurer. At the first regular meeting in each calendar year thereafter the chairman and vice-chairman and secretary-treasurer for the ensuing year shall be elected from the voting membership. Special meetings may be called by the Chairman or by one-fourth ($\frac{1}{4}$) of the voting members of the Board upon delivery of written notice to each to each member of the Board. One-third ($\frac{1}{3}$) of the voting members of the Commission constituting 50% of the total votes shall constitute a quorum.

Section 3. There is created an advisory agency to be known as the Technical Advisory Committee. The Committee shall consist of the County Health Officer or his delegate, the County Engineer or his designate, the Director of Public Works or City Engineer or their designate of all Qualified Political Subdivision, and an attorney appointed by the Commission. The term of each member shall continue until a qualified successor has been appointed. Members of the committee shall receive no compensation for their services but shall be reimbursed by the Commission for expenses necessarily incurred in the performance of their duties. The Committee shall hold regular meetings each calendar year, the number, place and time to be fixed by the commission. At the first meeting, and at the first meeting of each calendar year thereafter, the Committee shall select one of its members to serve as chairman. Special meetings may be called by the chairman or three (3) members of the committee upon delivery of written notice to each member of the Committee. Fifty (50%) per cent of the members of the Committee shall constitute a quorum.

Section 4. The purpose of this agreement is to provide cities, Towns, and counties with sanitary disposal projects for the final disposition of solid wastes by their residents and, thereby, protect the citizens of this state from such hazards to their health, safety and welfare that result from the uncontrolled disposal of solid wastes. To accomplish these objectives, responsibilities and authority are vested as follows:

(a) Scott County Sanitary Landfill Commission.

- (1) Employ and compensate, within funds available therefore, such full-time or part-time employees, consultants and technical assistants as may be necessary to carry out the provisions of this agreement and prescribe their duties and responsibilities.
- (2) Prepare and adopt general policies for the final disposition of all solid waste in Scott County, Iowa.
- (3) Adopt and promulgate reasonable rules and regulations consistent with the general intent and purposes of this agreement and in accordance with the provisions of Section 7 hereof.

- (4) The rules and regulations referred to in subsection (3) of this section shall have full force and effect within the territory over which the parties to this Agreement have legal jurisdiction relative to the control of solid waste disposal.
 - (5) Cause to be instituted in a court of competent Jurisdiction legal proceedings to compel compliance with any order or determination entered by the Commission.
 - (6) Provide such technical, operating or other services including the necessary labor and other facilities as may be required for the purpose of this agreement. The basic personell necessary to carry out the provisions of this Agreement, shall be personell employed by the Commission however, the Commission may by agreement secure such services as it may deem necessary from any other agency or consulting firm and may arrange for the compensation for such services. All compensation of Section 6 or this section will be paid for from funds available for purposes of this agreement.
 - (7) Accept, receive and administer grants or other funds or gifts for the purpose of carrying out any of the functions of this Agreement; apply, accept, receive and receipt for Federal & State monies available to the Commission. The Commission is authorized to promulgate such rules and regulation or enter into contracts as it may deem necessary for carrying out the provisions of this section.
 - (8) Budget and receive duly appropriated monies for expenditures to carry out the provisions and purposes of this Agreement.
- (b) Technical Advisory Committee.
- (1) Provide technical guidance and counsel to the Commission in matters relating to standards, specific process problems or other items.
 - (2) Advise the Commission and make recommendations regarding proposed rules and regulations and their practical applications to Sanitary Landfill Operations.
 - (3) Make recommendations to the Commission regarding applications for variances where economic feasibility and technical problems are involved.
 - (4) Act as technical consultants to the Commission in developing plans and programs for carrying out the provisions of this Agreement.

Section 5. Any rule or regulation or amendment or repeal thereof shall not be deemed adopted or in force and effect until it shall have been approved by at least two-thirds (2/3) of the total votes authorized under Section 3(a), (b), and (c) herof.

Section 6. The violation of any rule or regulation of the Commission is hereby declared a misdemeanor.

Section 7. The Commission shall establish its fiscal year at its first regular meeting and prepare an appropriate annual fiscal budget for the first fiscal year and each year thereafter. The portion of the

cost of each such budget which the Commission determines must be borne locally shall be borne proportionally by the Qualified Political Subdivisions which become and are parties to this Agreement in the same ratio as their population bears to the total population of Scott County. The financial accounts of the Commission may be audited at the request of voting member at the end of each fiscal year by an independent certified public accountant, or the State Auditor.

Section 8. The Qualified Political Subdivisions which become and are parties to the agreement have done so in recognition of the authority granted them to do so in the Statutes of the State of Iowa and by so doing have delegated their respective powers to control solid waste disposal in their own jurisdictions to the Commission established by this Agreement, and such delegation shall continue for any Political Subdivision until it rescinds its participation hereunder by appropriate Ordinance. Such rescission may be effected on any anniversary date of the signator's signing of this Agreement after the fourth such date and not otherwise, except that rescission based on proof of inability to contribute assessed pro rata share of the finding of the Board's operation or disagreement with any amendment hereof may be affected at any time. Qualified Political Subdivisions desiring to become parties to this Agreement shall pass and approve an Ordinance which accepts and incorporates verbatim the language of this Agreement. Upon doing so the executive officer of such Qualified Political Subdivision shall sign the original of this Agreement and such act shall constitute such Qualified Political Subdivision a party to this Agreement except that this Agreement shall not become effective until it has been signed initially by the executive officers Political Subdivisions of Davenport, Bettendorf, and Scott County.

Section 9. Amendments to this agreement may be effected by the Board by a vote of two-thirds(2/3) of the total votes authorized under Section 3 (a), (b), and (c) hereof.

Section 10. This Ordinance shall be in full force and effect after its passage and publication as provided by law.

Passed and approved this 4th day of December, 1972.

Signed Loren V. Mosier
Loren V. Mosier Mayor
City of Buffalo, Iowa

Attest: Lewis M. Adams Jr.
Lewis M. Adams Jr. Clerk
City of Buffalo, Iowa