



IOWA DEPARTMENT OF NATURAL RESOURCES

CRT Collection Facility

COLLECTION REGISTRATION FORM



☐ New Registration -CRT- - - To be filled in by agency

FACILITY CONTACT INFORMATION

Facility Information

Name: Cedar Rapids Linn County Solid Waste Agency Phone: 319-377-5290
Address: 1954 County Home Road Fax: 319-377-5480
City, State, Zip: Marion, IA 52302 E-mail: kmcshane@solidwasteagency.org

Responsible Official for the Facility

Name: Karmin McShane Phone: 319-377-5290
Address: 1954 County Home Road Fax: 319-377-5480
City, State, Zip: Marion, IA 52302 E-mail: kmcshane@solidwasteagency.org

CRT Drop-off Location (if different than mailing address): _____

CERTIFICATION

☒ IAC 567 122.5(1) - Attach proof of ownership or legal entitlement to use the property for CRT collection.

OR

☐ IAC 567 122.5(2) - If the facility is leased, the applicant shall also include a statement, signed by the property owner, stating that the property owner is aware that CRT collection is taking place at the site and property owner may be held liable for wastes abandoned at the site (below).

☒ Property Owner

☐ Designated Representative of the property owner

(Provide verification of status as representative)

By signing below, I state that I am the owner or the representative of the owner of the property described in this application. I acknowledge that I or the owner I represent have been informed and are aware of the uses and activities that are ongoing or proposed for the property and consent to those uses and activities. Furthermore, I understand that the issuance by the Iowa Department of Natural Resources, of a Permit/Registration to collect and recycle Cathode Ray Tubes on the property and the terms and conditions of any such registration do not relieve the owner of the Property from any liability, duty, or responsibility arising under Iowa's Solid Waste Management regulations.

Signature: Karmin McShane Date: 11/17/2022
Printed Name: Karmin McShane

CERTIFICATION

I certify under penalty of law that I am the owner, operator, or authorized representative of the owner or operator and that I have examined and am familiar with the information reported above, and that I believe the information is true, accurate and complete.

Printed Name: Karmin McShane Phone: 319-377-5290
Email: kmcshane@solidwasteagency.org Fax: 319-377-5480

Signature: Karmin McShane Date: 11/17/2022

Return completed application with attached information to: Iowa Department of Natural Resources, Solid Waste Section, 502 E 9th St, Des Moines IA 50319-0034.

28-E Agreement

Amendment

By-Laws

Administrative Rules



Cedar Rapids/Linn County Solid Waste Agency
A Local Government Partnership
1954 County Home Road
Marion, IA 52302

FILED
SECRETARY OF STATE
IOWA

AGREEMENT UNDER IOWA CODE CHAPTER 284 (1993)
CREATING THE CEDAR RAPIDS/LINN COUNTY
SOLID WASTE AGENCY

Be it remembered that in order to provide for the proper and efficient management and disposal of solid waste in an integrated manner for the benefit of the public and to effectively provide for the protection of the public health, the environment and related concerns, the City of Cedar Rapids, Iowa, and Linn County, Iowa, have for the mutual promises, covenants and consideration herein contained entered into the following agreement concerning the joint exercise of their powers, to wit:

1. There is hereby created to accomplish the purposes stated in the preamble and as a separate legal entity, the Cedar Rapids/Linn County Solid Waste Agency.

2. The Cedar Rapids/Linn County Solid Waste Agency shall be governed by a Board of Directors consisting of and limited to nine people, six of whom shall be appointed by the City Council of the City of Cedar Rapids, Iowa and three of whom shall be appointed by the Board of Supervisors of Linn County, Iowa. Members of the Board of Directors shall be elected or appointed officials of the City of Cedar Rapids, Linn County or any Associate Member and shall not be disqualified by virtue of being a city, county or other public official from voting or in any manner participating in the activities of the Board of Directors. The Board of Directors is vested with, and shall exercise, all powers of the Cedar Rapids/ Linn County Solid Waste Agency.

In the event Associate Members qualify to nominate a member of the Board of Directors under Article 24 of this Agreement that

person upon appointment by the Board of Supervisors, shall replace the next member selected by Linn County whose term expires at the expiration of that person's term on the Board of Directors.

The members of the Board of Directors, except the first members of the Board, shall each serve a term of three years. The Board of Supervisors of Linn County, Iowa will designate in the initial selection one member to serve one year, one to serve two years, and one to serve three years. The City Council of Cedar Rapids, Iowa, will designate in its initial selection two members to serve one year, two members to serve two years and two members to serve three years. People selected to serve on the Board of Directors may succeed themselves and there shall be no limit on the number of terms that a person may serve. People selected to serve on the Board of Directors may succeed themselves and there shall be no limit on the number of terms that a person may serve. Upon termination of elective or appointive office, a member of the Board of Directors is no longer qualified to serve and their seat on the Board shall become vacant. If a seat on the Board of Directors becomes vacant a person shall be selected by the appropriate Member or the Associate Member to serve only the remainder of the term of the person being replaced.

3. The Members of the Cedar Rapids/Linn County Solid Waste Agency are the City of Cedar Rapids and Linn County, Iowa.

4. The Cedar Rapids/Linn County Solid Waste Agency is responsible for the disposal of solid waste generated within the City of Cedar Rapids and unincorporated portions of Linn County and within the geographic boundaries of any cities and the

unincorporated portions of any counties which become Associate Members (only to the extent provided in paragraph 10 of this Agreement) and is specifically empowered to operate landfills and other disposal sites, transfer stations, processing centers, recycling and related programs and shall have all necessary and implied powers of the City of Cedar Rapids, Linn County, Iowa, and any Associate Members needed to carry out such functions, but it shall not have any power to levy a tax or enact any ordinance and shall carry out only such financing of improvements as are allowed under this agreement or to which the Members shall all consent.

The Agency shall only have the power to operate a solid waste collection system if required to do so by state or federal law or if such collection is undertaken with the consent of a Member or Associate Member under a separate agreement in writing. The Agency may enter into contracts with solid waste haulers or operators as may be necessary and consistent with its powers.

The Agency shall also control, monitor and regulate all special solid waste and special waste authorizations. The Agency shall establish operational standards for itself and all solid waste haulers, carriers or operators and shall monitor and evaluate the implementation of all such standards.

5. All funds coming under the Agency's control will be accounted for and managed by the Cedar Rapids/Linn County Solid Waste Agency in full compliance with law and all investment of funds shall comply with the provisions of Iowa Code sections 12B.10 and 12B.10A through 12B.10C (1993) or successor laws.

6. The Cedar Rapids/Linn County Solid Waste Agency is specifically empowered with the authority of the City of Cedar Rapids and Linn County and any other city or county which may become an Associate Member of the Agency to impose charges for the disposal of solid waste and in areas where it is the collector of solid waste, fees for the collection of waste. The Agency may include in its fees, rates and charges amounts calculated to meet current operating expenses, sums necessary to retire debt, sums needed to build reserves for maintenance, financial assurance requirements and other anticipated expenses including sums to defray future capital or financing needs or expenses. The agency may also establish rates, charges and fees upon the same basis for any other services or operations it undertakes. All income from fees, rates and charges is property of the Agency. Fees and charges of the Agency shall have the full effect under law as if levied or collected by the Member or Associate Member. The right of the Agency to make such charges shall continue for so long as the Agency conducts any function pursuant to this Agreement, whether or not a Member or Associate Member may also impose fees, rates or charges for solid waste services carried out by the Member or Associate Member.

7. The Cedar Rapids/Linn County Solid Waste Agency shall operate on the same fiscal year as a city. The budget shall be prepared each year, after the first year of operation, and shall be approved by the Board of Directors at least three months prior to the commencement of the fiscal year. Upon approval, copies of the budget shall be forwarded to the Members and Associate

Members. The budget for the first year will be established within three months of the commencement of operation.

8. The Cedar Rapids/Linn County Solid Waste Agency is authorized to issue Revenue Bonds under Iowa Code Chapter 28F (1993), or any successor law authorizing such bonds or a form thereof. In the event financing in the form now allowed by Iowa Code Chapter 28F (1993) becomes unavailable or impaired the Members agree to undertake the issuance of solid waste revenue bonds on behalf of the Agency.

9. The Cedar Rapids/Linn County Solid Waste Agency shall allocate among the Members and Associate Members the assessment of any penalties levied upon the Agency, shall undertake corrective actions and required emergency response actions to meet state or federal rules, regulations or laws, and shall assess the costs of such corrective actions and emergency response actions to the Members and Associate Members who shall timely pay such assessments.

10. Each Member and Associate Member shall deliver all solid waste, excluding water and waste water process residuals, which it collects through its own governmental or proprietary activities to the Cedar Rapids/Linn County Solid Waste Agency and the Agency shall receive and dispose of such solid waste.

11. To the extent permitted by the Constitution and laws of the United States and the State of Iowa, Members and Associate Members shall require that all solid waste generated or collected within their service area boundaries be delivered to the Cedar Rapids/Linn County Solid Waste Agency for disposal.

12. The Cedar Rapids/Linn County Solid Waste Agency shall accept for disposal at its facilities all solid waste generated and collected within the service area boundaries of any Member or Associate Member without regard to whether such solid waste was collected by a public or private agency; provided that such solid waste and collection is in compliance with the agency's rules and regulations. The Agency may at its option accept or reject other solid waste.

13. The Cedar Rapids/Linn County Solid Waste Agency is empowered to take such measures as are necessary to meet any solid waste reduction obligations which are imposed upon the Members or Associate Members by state or federal law and the Agency is hereby charged as the entity responsible to meet the solid waste reduction obligations of the Members and Associate Members. The agency is empowered to provide such solid waste services as are necessary to maintain the operation of City and County solid waste collection and reduction services, including special collection services, recycling management and collection and such other reasonable or necessary services as may be needed to reach or maintain goals established by statute.

14. The Cedar Rapids/Linn County Solid Waste Agency shall adopt rules and regulations for its own governance and to accomplish the purposes for which the Agency is created. Such rules may provide for the assessment to Members or Associate Members of penalties, costs or expenses which result from the separate and identifiable violation of rules by a Member or Associate Member and may include penalties for wilfull or reckless

violation of the rules of the Agency or penalties or assessments to a Member or Associate Member for violation of the rules, regulations or laws of the United States or State of Iowa, or any agency of the United States or State of Iowa which may be imposed upon the Agency.

15. The Members and Associate Members agree to enact ordinances consistent with this agreement governing the collection of solid waste, the collection of any fees which the Cedar Rapids/Linn County Solid Waste Agency may impose and when requested ordinances concerning the collection, gathering, separation, recycling, delivery or any other management or disposition of solid waste and to enforce said ordinances as required to meet the solid waste management obligations imposed by state or federal laws.

16. The Agency is empowered to employ a director and such other persons as are reasonably needed to maintain its operation or mission.

17. The Cedar Rapids/Linn County Solid Waste Agency shall hold all real, personal and intangible property which it acquires in its own name. The Agency may acquire such property as it needs to accomplish its public purposes by sale, exchange or otherwise. The Agency may also acquire real property by use of the power of eminent domain and is authorized to bring an action in eminent domain for a public purpose in its own name or may request a Member or Associate Member to bring such action, which the Member or Associate Member shall then do, but the agency shall fully reimburse the Member or Associate Member for all costs of

acquisition including not only damages to be paid the owner but all administrative and related costs incurred by the Member or Associate Member to complete the acquisition. The Agency may dispose of any of its property in the same manner as a city. All proceeds from the sale or disposition of property is property of the Agency.

18. The City of Cedar Rapids, Iowa, and Linn County, Iowa, shall each transfer, effective July 1, 1994, all their rights, title and interest in the landfills they presently own or operate (as described in "Exhibit A" and "Exhibit B" attached hereto and made a part of this Agreement) to the Cedar Rapids/Linn County Solid Waste Agency by quit claim deed.

19. The economic structure of the Agency shall be established under the following schedule:

A. On March 1, 1994, Linn County shall transfer \$55,500 and the City of Cedar Rapids shall transfer \$445,500 to the Agency to provide the Agency with working capital.

B. Effective July 1, 1994, the Members shall each transfer certain assets of their respective solid waste enterprises including all lands, machinery, equipment, tangible assets and accounts receivable and accounts payable to the Agency. All documents of transfer showing the effective date of ownership as July 1, 1994, shall be executed by the Members and delivered to the Agency prior to June 1, 1994. On and after July 1, 1994, the Agency shall be the owner of the enterprises transferred, and except as expressly limited by this paragraph 19, the Agency shall

assume all liabilities of the enterprises and hold harmless therefrom the City of Cedar Rapids and Linn County, Iowa.

Each Member will continue the operation of its waste disposal enterprise until the effective date of transfer and neither Member will make any substantial change in the method of operation without consultation with and the consent of the other Member and the Agency.

C. Each Member will determine as of June 30, 1994, with the aid of mutually acceptable auditors and using the same methods, their then current liability for financial assurance for closure costs consistent with G.A.S.B. 18 which method shall include as its basis the current estimate costs of closure and post closure reduced to equal the percentage of the total capacity of each landfill which has been used as of June 30, 1994. The current liability for closure thus reduced to a dollar sum shall be the liability of the Member who contributed the landfill to which the liability shall be attributed, provided however, that the assets of the solid waste enterprise of each Member, including all lands (without reduction for closure costs or potential remediation), machinery, equipment and tangible assets shall be appraised by an independent appraiser agreed upon by the Members and the liability of the Member for closure costs shall be reduced by the amount of the appraised value of such assets and further reduced or increased by the difference between the book values of the Member's solid waste enterprise accounts payable and receivable. In the event a Member's appraised value adjusted by the book values of its accounts payable and receivable exceeds the amount

of the liability for closure costs of the landfill transferred to the Agency by the Member, the amount of such excess shall be repaid to the Member contributing the landfill by the Agency over a period of ten years at an interest rate of five percent (5%) per annum. In the event a Member's appraised value adjusted by the book values of its accounts payable and receivable is less than the amount of its liability for closure costs of the landfill transferred to the Agency by the Member, then the Member contributing the landfill shall either retain liability for the amount by which the closure costs determined as of June 30, 1994, exceed the appraised value of the assets transferred to the Agency plus or minus the difference between the book values of the Member's solid waste enterprise accounts payable and receivable and hold the Agency harmless therefore or transfer to the Agency funds equal to the amount by which the closure costs determined as of June 30, 1994, exceed the appraised value of the assets transferred to the Agency, adjusted by the books values of its accounts payable and receivable, in which case the Agency shall assume liability for all closure costs to the landfill transferred by the Member.

D. The Agency shall hold each Member harmless from 1) any closure costs up to the amount of the current liability for closure of a Member as of June 30, 1994, determined as set out in paragraph C of this section, which is transferred to and is assumed by the Agency under paragraph C of this section, 2) costs, losses or expenses in excess of the amounts of current liability for closure as of June 30, 1994, determined as set out in

paragraph C of this section, including all increases in financial assurance costs which result from the imposition of regulatory standards and all increases in financial assurance costs which arise from the operation of the Agency.

E. Each member shall hold the Agency harmless from any closure costs up to the amount of the current liability for closure of a Member as of June 30, 1994, reduced as set forth in paragraph C of this section, which is retained by the Member under paragraph C of this section.

F. The provisions of this paragraph 19 may be modified by the City of Cedar Rapids and Linn County, Iowa, by a separate or additional protocol making specific reference to this paragraph.

20. The Cedar Rapids/Linn County Solid Waste Agency shall obtain and hold in its own name all permits required for its operations, but the Agency may continue to operate landfills transferred to it by the City of Cedar Rapids, Iowa, and Linn County, Iowa, until such time as it shall obtain permits in its own name to the extent allowed by law.

21. The Cedar Rapids/Linn County Solid Waste Agency shall be responsible for the implementation and regulation of closure, post closure, financial assurance, leachate collection and final disposition of all solid waste disposal sites, including landfills which it may operate. Where applicable, in order to meet financial assurance requirements for any period in which the Agency may lack necessary bond ratings, the Members agree to commit to the issuance of their general obligation bonds for the purpose of meeting financial guaranty requirements of the Agency,

and further agree to provide all necessary guaranty, however, upon such provision the Agency agrees to save and hold harmless the Members and to reimburse each of them for any sums expended pursuant to said guaranty.

22. Services and operations provided by the Cedar Rapids/Linn County Solid Waste Agency shall be provided in a manner which does not discriminate between Members, or between Members and Associate Members, except, the agency may establish pilot programs for evaluation purposes in a limited area or upon a limited basis. The Agency may also operate solid waste collection services as provided in this Agreement, but all said collection services shall be financially self-sustaining.

23. Solid waste shall mean and include and the agency shall accept, solid waste only as defined, or as it is authorized to accept under federal or state law.

24. Any City or County may become an Associate Member of the Cedar Rapids/Linn County Solid Waste Agency by adopting a resolution to abide by this Agreement and all its terms including provisions for the financing and closure of solid waste disposal sites. Each Associate Member shall be bound as are Members to each and every provision hereof, including all financial and operational obligations and duties, but shall have only such rights to nominate persons to serve on the Board of Directors as are explicitly provided in this article. No City or County shall become an Associate Member until both the City Council of the City of Cedar Rapids, Iowa, and the Board of Supervisors of Linn County, Iowa shall approve such membership by resolution.

In the event the total population of all Associate Members, as shown by the last United States census, exceeds 10,000 people then one of the members of the Board of Directors selected by the Linn County Board of Supervisors shall be selected from persons nominated by the Associate Members.

25. If any provision of this Agreement is held invalid by a Court of competent jurisdiction the invalidity does not affect any other provision which can be given effect without the provision declared invalid and to that end the provisions of this Agreement are severable.

26. The initial Board of Directors shall be appointed by the Members ^{on Jan 14 JFS RS 20} before January 26, 1994 and the Board shall hold its first meeting January 26, 1994. Between January ^{26 J.M.H. JFS RS 20} 26, 1994 and June 30, 1994 the Board shall make preparations for full operation and to such ends may expend funds, hire personnel, contract for services and direct or perform such other functions as are necessary to prepare for full operation. This Agreement shall become fully operative on July 1, 1994 and continue until June 30, 2044. At the termination of this Agreement the assets and liabilities of the Agency shall be divided among Members in proportion to their populations. At termination each Member and Associate Member shall make such guaranties as are necessary to facilitate closure of all solid waste disposal sites. This Agreement shall remain effective after June 30, 2044, for such time as may be necessary to fully meet and comply with closure and post-closure requirements of law imposed with respect to Solid Waste facilities by the Agency. Provided, that the Members may by

separate agreement assume the obligations of the Agency themselves or delegate the same to another entity.

27. The Cedar Rapids/Linn County Solid Waste Agency and each Member and Associate Member shall undertake all actions necessary to accomplish the provisions of this Agreement, including without limitation, those actions necessary to transfer permits and amend or develop comprehensive plans.

28. This Agreement may be amended from time to time by the Members but no amendment shall deprive the Associate Members of their right to equal services, charges, fees, rates or obligations.

City of Cedar Rapids, Iowa


Larry Seibousek
by Larry Seibousek, its Mayor

Signed as authorized by resolution of the City Council of the City of Cedar Rapids, Iowa.

Attest.

Ann Ollinger
Ann Ollinger
City Clerk

Linn County, Iowa


by James Houser
Chair of the Board of Supervisors

Signed as authorized by resolution of the Board of Supervisors of
Linn County, Iowa.

Attest.


Linda Langenberg
Auditor of Linn County, Iowa

a10120046agreecfdocgp012494

EXHIBIT A

SHORT LEGAL DESCRIPTION OF THE CEDAR RAPIDS LANDFILL:

A solid waste disposal enterprise located in portions of the S 1/2 of the SW 1/4 and portions of the SW 1/4 SE 1/4 of Section 27-83-7 and portions of the NW 1/4 and NE 1/4 of Section 34-83-7.

EXHIBIT B

SHORT LEGAL DESCRIPTION OF THE LINN COUNTY LANDFILL:

A solid waste disposal enterprise located in the NW 1/4 of Section 16, Township 84 North, Range 6 West of the 5th Principal Meridian in Linn County, Iowa.

THE CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY
ASSOCIATE MEMBER AGREEMENT

WHEREAS, the City of Cedar Rapids and Linn County, Iowa have created the Cedar Rapids/Linn County Solid Waste Agency by an agreement under Iowa Code Chapter 28E (1993); and

WHEREAS, pursuant to that agreement, cities or counties may become associate members of the Cedar Rapids/Linn County Solid Waste Agency by adopting a resolution to abide by the 28E Agreement and all its terms including provisions for the financing and closure of solid waste disposal sites; and

WHEREAS, (Name of City etc.), desires to become an associate member as contemplated by the Agreement, and has adopted a resolution as referred to above;

NOW THEREFORE, the Cedar Rapids/Linn County Solid Waste Agency and _____ have for the mutual promises, covenants and considerations herein contained, entered into the following Agreement concerning the associate membership of _____ to wit:

1. The terms and conditions of the Agreement Under Iowa Code Chapter 28E (1993) Creating The Cedar Rapids/Linn County Solid Waste Agency is incorporated herein and by this reference made a part hereof.
2. _____ shall become an associate member of the agency and agrees to and shall abide by the 28E Agreement and all its terms, including provisions for the financing and closure of solid waste disposal sites, and agrees to be, and shall be bound as are members, to each and every provision thereof, including all financial and operational obligations and duties, but

shall have only such rights to nominate persons to serve on the Board of Directors as are explicitly provided in the 28E Agreement.

3. _____ has adopted a resolution as required by the 28E Agreement. A copy of the resolution is attached hereto as Exhibit A and by this reference incorporated herein.

4. The City of Cedar Rapids and Linn County, Iowa have approved the membership of _____ by separate resolution. The resolutions are attached hereto as Exhibits B and C.

5. _____ shall provide the Cedar Rapids/Linn County Solid Waste Agency with copies of all ordinances, resolutions, or policies relating to the collection and disposition of solid waste within its jurisdiction now or in the future.

CEDAR RAPIDS/LINN COUNTY

SOLID WASTE AGENCY

BY: _____
Chairman

DATE: _____

(NAME OF CITY OR COUNTY)

BY: _____
Authorized Official

DATE: _____

AMENDMENT TO AGREEMENT UNDER IOWA CODE
CHAPTER 28E CREATING THE CEDAR RAPIDS/
LINN COUNTY SOLID WASTE AGENCY

Section 1. Section 2 of the Agreement is amended by striking the present Section 2 and substituting the following which shall become Section 2 to wit:

2. The Cedar Rapids/Linn County Solid Waste Agency shall be governed by a Board of Directors consisting of and limited to nine people, six of whom shall be appointed by the City Council of the City of Cedar Rapids, Iowa, two of whom shall be appointed by the Board of Supervisors of Linn County, Iowa and one of whom shall be appointed by the City Council of the City of Marion, Iowa. Members of the Board of Directors shall be elected or appointed officials of the City of Cedar Rapids, Linn County or the City of Marion, Iowa and shall not be disqualified by virtue of being a city, county or other public official from voting or in any manner participating in the activities of the Board of Directors. The Board of Directors is vested with, and shall exercise, all powers of the Cedar Rapids/Linn County Solid Waste Agency.

The members of the Board of Directors shall each serve staggered terms of three years. People selected to serve on the Board of Directors may succeed themselves and there shall be no limit on the number of terms that a person may serve. Upon termination of elective or appointive office, a member of the Board of Directors shall become vacant. If a seat on the Board of Directors becomes vacant for any reason except expiration of term a person shall be selected by the entity making the original appointment to serve only the remainder of the term of the person being replaced.

The present seat for Associate Members provided in the original Agreement Under Iowa Code Chapter 28E Creating the Cedar Rapids/Linn County Solid Waste Agency appointed by the Linn County Board of Supervisors is abolished. The initial member of the Board of Directors to be appointed by the Marion City Council shall serve a term of one year, and all subsequent members appointed by the Marion City Council under this Amendment shall serve terms of three years under the provisions of this amended section.

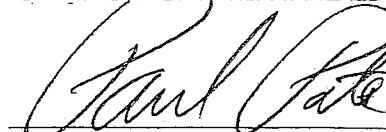
Section 2. Section 24 of the Agreement is amended by striking the present Section 24 and substituting the following, which shall become Section 24 to wit:

24. Any City or County may become an Associate Member of the Cedar Rapids/Linn County Solid Waste Agency by adopting a resolution to abide by this Agreement and all its terms including provisions for the financing and closure of solid waste disposal sites. Each Associate Member shall be bound as are Members to each and every provision hereof, including all financial and operational objections and duties. No City or County shall become an Associate Member until both the City Council of the City of Cedar Rapids, Iowa, and the Board of Supervisors of Linn County, Iowa shall approve such membership by resolution.

Section 3. Except as herein specifically provided those portions of the AGREEMENT UNDER IOWA CODE CHAPTER 28E CREATING THE CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY are ratified and confirmed.

Section 4. This Agreement shall take effect after filing with the Secretary of State and recording with the Linn County Recorder.

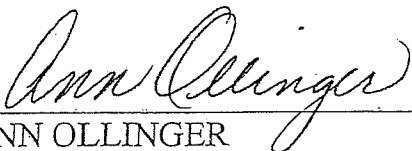
CITY OF CEDAR RAPIDS, IOWA



PAUL PATE, MAYOR

Signed as authorized by resolution of the City Council of the City of Cedar Rapids, Iowa.

Attest:



ANN OLLINGER
CITY CLERK

LINN COUNTY, IOWA

Jim Houser 12/20/05
JIM HOUSER
CHAIR OF THE BOARD OF SUPERVISORS

Signed as authorized by resolution of the Board of Supervisors of Linn County, Iowa.

Attest:

Linda Langenberg by Rebecca Shoop,
LINDA LANGENBERG Deputy
AUDITOR OF LINN COUNTY, IOWA

**SECOND AMENDMENT TO AGREEMENT
UNDER IOWA CODE CHAPTER 28E CREATING THE
CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY**

WHEREAS the City of Cedar Rapids and Linn County are the members of the Cedar Rapids/Linn County Solid Waste Agency under a document filed with the Secretary of State, February 16, 1994, as amended, December 20, 2005 and

WHEREAS the City of Cedar Rapids and Linn County desire to amend said Agreement,

NOW THEREFORE the following new numbered paragraph is adopted as an amendment to be added to said Agreement as numbered paragraph 29, to wit:

29. The Agency may contract with public entities (which are not Members or Associate Members) for the Agency to dispose of solid waste not generated within the service area described in numbered paragraph 4 hereof upon such terms and conditions as the Board of Directors may deem to be in the public interest

City of Cedar Rapids, Iowa

Kay Halloran
by Kay Halloran, Mayor

Signed as authorized by resolution of the City Council of the City of Cedar Rapids, Iowa, adopted the
10th day of January, 2007.

Attest

Ann Ollinger
Ann Ollinger, City Clerk
City of Cedar Rapids, Iowa

Linn County, Iowa

James M. Houser
by James Houser, Chair
Board of Supervisors

Signed as authorized by resolution of the Board of Supervisors of Linn County, Iowa, adopted the

13 day of December, 2006.

Attest

Linda Langenburg
Linda Langenburg
Auditor of Linn County, Iowa
Deputy

RESOLUTION NO. 0020-01-07

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Agreement under Iowa Code Chapter 28E creating the Cedar Rapids/Linn County Solid Waste Agency to allow the Agency to receive waste from other service areas.

Passed this 10th day of January, 2007.

Voting: Council member Podzimek moved the adoption of the resolution; seconded by Council member McGrane. Adopted, Yeas, Council members Fagan, Gulick, Henderson, McGrane, Podzimek, Shields, Swore and Mayor Halloran.

Kay Halloran, Mayor

Attest:

Ann Ollinger, City Clerk

Adopted 4-20-94

BY-LAWS

OF

CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY

dba

BLUESTEM SOLID WASTE AGENCY

ARTICLE I

Name and Object

SECTION I The official name of this organization is the Cedar Rapids/Linn County Solid Waste Agency, hereinafter called the "Agency."

SECTION II The purpose of the Agency is to provide integrated solid waste management for its Members and Associate Members with provision of services administered through an equitable rate structure which fairly distributes risks and benefits.

ARTICLE II

Membership

SECTION I Charter membership of the Agency shall consist of Linn County and City of Cedar Rapids.

SECTION II Governing bodies of cities and counties may apply for associate membership in the Agency upon enacting a binding resolution agreeing to the terms and conditions set forth in the Agreement under Iowa Code Chapter 28-E creating the Cedar Rapids/Linn County Solid Waste Agency.

ARTICLE III

Board of Directors and Officers

SECTION I The Board of Directors is vested with, and shall exercise, all powers of the Agency and shall consist of and be limited to nine people, six of whom shall be appointed by the City Council of the City of Cedar Rapids, Iowa and three of whom shall be appointed by the Board of Supervisors of Linn County, Iowa. Members of the Board of Directors shall be elected or appointed officials of the City of Cedar Rapids, Linn County or any Associate Member and shall not be disqualified by virtue of being a city, county or other public official from voting or in any manner participating in the activities of the Board of Directors.

In the event Associate Members qualify to nominate a member of the Board of Directors under Article 24 of the Agreement under Iowa Code Chapter 28-E creating the Agency, that person upon appointment by the Board of Supervisors, shall replace the next member selected by Linn County whose term expires at the expiration of that person's term on the Board of Directors.

SECTION II Selection of Board Members

A. The Board of Supervisors of Linn County, Iowa will designate in the initial selection one member to serve one year, one to serve two years, and one to serve three years.

B. The City Council of Cedar Rapids, Iowa will designate in its initial selection two members to serve one year, two members to serve two years and two members to serve three years.

C. Thereafter, the members of the Board shall each serve a term of three years. People selected to serve on the Board of Directors may succeed themselves and there shall be no limit on the number of terms that a person may serve. Upon termination of elective or appointive office, a member of the Board of Directors is no longer qualified to serve and their seat on the Board shall become vacant. If a seat on the Board of Directors becomes vacant, a person shall be selected by the appropriate Member to serve only the remainder of the term of the person being replaced.

SECTION III The officers of the Agency shall consist of Chairperson, Vice-Chairperson, Secretary and Treasurer. The officers shall be elected from the Board.

SECTION IV The terms of the officers shall be for one year or until their successors are elected.

ARTICLE IV Management

SECTION I The Agency shall manage its affairs in accordance the Agreement under Iowa Code Chapter 28-E creating the Cedar Rapids/Linn County Solid Waste Agency and its by-laws. The Agency shall adopt Administrative Rules, as appropriate, and shall provide procedures for adoption of amendments or additions to same.

SECTION II Rates and tipping fees shall be established according to a rate making procedure established under the Administrative Rules of the Agency and shall be administered equitably.

SECTION III Assessments, as defined and established under the Administrative Rules of the Agency, shall be made following an investigation and discovery process.

SECTION IV An annual audit of the financial records of the Agency shall be performed at the direction of the Board of Directors.

SECTION V Administrative Rules for exercise of eminent domain proceedings and levy of assessments shall be established.

SECTION VI Executive Committee

The Agency may designate an executive committee composed of the Chairperson, Vice-Chairperson, Secretary, Treasurer, and a member selected from and by the Board of Directors. Said committee shall have such powers as the Agency shall see fit. Three (3) members of the executive committee shall constitute a quorum.

SECTION VII Duties of the Officers:

A. Chairperson: The Chairperson shall preside at the meetings of the Cedar Agency. This person shall represent the Agency at any and all conferences, and/or assemblies, where attendance is requested or where attendance is deemed necessary to further the aims and objectives of the Agency. To carry out the aims and objectives of this Agency, the Chairperson shall appoint such committees as deemed necessary, including a technical operations committee, subject to approval by the Board of Directors.

B. Vice-Chairperson: In the absence of the Chairperson, duties shall be vested in the Vice-Chairperson.

C. Secretary: The Secretary, or designee, shall record the proceedings of all meetings, making said records available to all members of the Agency.

D. Treasurer: The Treasurer, or designee, shall receive all moneys due the Agency, deposit same in the name of the Agency in such bank as may be chosen, and disperse moneys as authorized by the Board of Directors. The Treasurer shall have charge of the books of account of the Agency and shall render a quarterly statement of same to the Agency and/or executive committee.

ARTICLE V
Meetings

- SECTION I The Agency shall meet quarterly each year, with one meeting being in the first quarter of the calendar year. The Chairperson may call a regular meeting of the Agency provided that said notice of the meeting be in writing and mailed to the membership at least ten days in advance of the date of the meeting.
- SECTION II The Executive Committee shall meet as often as necessary, but at least monthly.
- SECTION III Five members of the Agency shall constitute a quorum. No official business of the Agency shall take place in the absence of a quorum.
- SECTION IV All meetings of the Agency and Executive Committee shall be conducted in accordance with Robert's Rules of Order Newly Revised, unless otherwise provided in these by-laws.

ARTICLE VI
Vacancies

- SECTION I Vacancies in the offices of the Chairperson, Vice-Chairperson, Secretary and Treasurer may be filled by the Agency at any scheduled meeting.

ARTICLE VII
Amendments

- SECTION I The By-Laws and Administrative Rules of the Cedar Rapids/Linn County Solid Waste Agency may be amended or suspended only by an affirmative vote of at least seven voting members of the Agency Board of Directors.

ARTICLE VIII
Effective Date

- SECTION I The effective date of these articles shall be that date upon which a resolution of adoption has been signed by at least seven members of the Agency Board of Directors.

ARTICLE IX
Business, Administrative, Professional, and Support Services

SECTION I The Agency may use the business, administrative, professional, and support services of its Members and Associate Members, to the extent available, on an actual cost basis, as approved by the Board of Directors.

Adopted 9-11-96
ADMINISTRATIVE RULES
BLUESTEM SOLID WASTE AGENCY

Statement of Purpose

The Cedar Rapids/Linn County Solid Waste Agency, dba Bluestem Solid Waste Agency adopts and authorizes for use the following administrative rules for the purpose of administering activities of the Agency consistent with the joint exercise of powers established under Chapter 28E of the Code of Iowa. These rules are intended to assist the Agency to comply with state, federal and local laws, ordinances and rules, and to promote the wise stewardship of resources. These rules shall be applicable to any contractor or agent operating on behalf of the Agency.

Chapter 1.0 Definitions

1.01 "Assessment" means a separate levy to a Member or Associate Member for its actions or omissions resulting in additional costs, penalties or financial obligations to the Agency imposed by a federal or state regulatory body or agency.

1.02 "Charge" means a fee for ordinary services and operations. Charges may include tipping fees, fees for special services and handling, fees for sale of materials and other fees all of which are periodically approved in the general rate schedule of the Agency or are established by and are available from Agency management.

1.03 "Fine" means any separate or additional punitive fee other than an assessment or a charge to Member(s), Associate Member(s) or users of Agency facilities for actions or omissions which violate operating rules established by the Board of Directors or management of the Agency.

1.04 "Rate" means the amount per unit of measure as established by the Board of Directors in the general rate schedule for categories of services such as tipping fees.

1.05 "User" means the person, corporation or entity in physical control of the transportation of materials to Agency facilities, generally at the time of delivery.

Chapter 2.0 Budget and Finances

2.01 The Agency shall adopt an annual budget after a public hearing. The budget shall be for the fiscal year beginning July 1. The budget shall include the adopted rate schedule.

2.02 A copy of the proposed budget and notice of hearing shall be sent to designated persons or officers of all Members and Associate Members not less than twenty days prior to the date of public hearing.

2.03 The budget for a fiscal year shall be adopted on or prior to January 1 preceeding the fiscal year.

Chapter 3.0 Rates and Charges

3.01 The Board shall adopt a general rate schedule. Rates and charges for Agency services and operations shall be established using a rate formula consistent with the requirements of Article VI of the 28E Agreement. The rate formula shall itemize the proposed tipping fees or applicable rate charges and shall be based on projected tonnages for the next fiscal year. A public hearing shall be conducted by the board of directors prior to any rate adoption or adjustment for landfill tipping fees or for yard waste tipping fees.

3.02 The rate formula shall include all identified costs for current and planned expenses for operations, maintenance and closure of Agency facilities. Identified costs other than day-to-day expenses shall include, but not be limited to, adopted closure/post closure estimate, landfill construction reserve, equipment reserve, land acquisition reserve, operating reserve and applicable state fees.

Chapter 4.0 Assessments

4.01 The purpose of this administrative rule is to implement Section 9 of the Agreement under Iowa Code Chapter 28E (1993) creating the Cedar Rapids/Linn County Solid Waste Agency (now known as the Bluestem Solid Waste Agency) (the "Agency"), filed with the Iowa Secretary of State on February 16, 1994.

4.02 Upon the imposition of any penalty against the Agency or the undertaking of corrective actions and required emergency response actions by the Agency to meet State or federal rules, regulations or laws, the Board of Directors through its Executive Director on behalf of the Agency shall investigate the source or cause of the event, incident or condition giving rise to the penalty, corrective action and/or emergency response action. Following the investigation, the Agency shall present the results of the investigation to the Board of Directors of the Agency (the "Board") at a meeting open to the representatives of the governing bodies of the Members and Associate Members.

4.03 If the Agency's investigation reveals that a Member(s) or Associate Member(s) may be responsible for the source or cause of the event, incident or condition giving rise to the penalty, corrective action or emergency response, the Board shall then determine if a Member(s) or Associate Member(s) shall be assessed the costs of any penalty, corrective action and/or emergency response action. In the event the Board determines that a Member(s) or Associate Member(s) may be subject to such an assessment, the Board shall provide such Member(s) or Associate Member(s) with written notice, setting forth the amount of any assessment, the reasons for the assessment and the date of a hearing before the Board, which date shall be not less than 30 days from the date of the notice, or at such other time as the parties may agree.

4.04 The Member(s) or Associate Member(s) who may be subject to an assessment shall be allowed at any time prior to the hearing to review all information obtained by the Agency and its agents in the course of its investigation and shall be allowed to conduct an independent investigation at its own expense. At the hearing, the Member(s) or Associate Member(s) subject to the assessment shall be afforded an opportunity to respond and to present evidence, including witnesses under oath, and argument on all issues involved and to be represented by counsel at their own expense.

4.05 Following the hearing, the Board shall determine whether to proceed with the assessment, modify the assessment or rescind the assessment against the Member(s) or Associate Member(s). A resolution directing a Member or Associate Member to pay an assessment shall require a written statement of reasons for its decision. A copy of the resolution shall be disseminated to all members and associate members. The resolution shall be considered final Agency action for purposes of judicial review.

4.06 Within 60 days of the date of such resolution the Member(s) or Associate Member(s) shall pay the assessment in full, including interest at the legal rate from the date of the resolution or, in the alternative, shall submit a payment plan acceptable to the Board. In the event the Member(s) or Associate Member(s) fails to pay the assessment or submit an acceptable payment plan, the Board shall impose a surcharge on the Member(s) or Associate Member(s), to be determined by the Board, sufficient to pay the assessment.

Chapter 5.0 Agency Facilities

5.01 The purpose of this Section is to implement Section 17 of the Agreement under Iowa Code Chapter 28E (1993) (the "Agreement") creating the Cedar Rapids/Linn County Solid Waste Agency (now known as the Bluestem Solid Waste Agency)(the "Agency"), filed with the Iowa Secretary of State on February 16, 1994. These provisions are in addition to any requirements imposed by Iowa Code Chapters 455B305A, 28F, 364, 6A and 6B as from time to time amended.

5.02 Siting

5.02(a) Prior to the Agency Board making a final site selection for any proposed solid waste management facility or operation, including but not limited to landfill, recycling, composting, incineration, or transfer station sites, the Agency Board shall give written notice of such proposed site(s) and give written notice establishing a hearing thereon to all Agency Members, Agency Associate Members. The latter notice shall be not less than 30 days prior to the date established for the hearing. The Agency may consider alternate sites as part of any proposal and may direct staff to make such preliminary contacts with landowners and such investigators as may be deemed appropriate.

5.02(b) At the hearing, any Member, Associate Member, or person shall be afforded an opportunity to respond to and present argument and evidence about the proposed siting(s) and shall have the right to be represented by counsel at the hearing at their own expense.

5.02(c) Following the hearing, the Board shall, by resolution, determine whether to proceed with a proposed siting, modify the proposed siting, or vacate the proposed siting. As part of the Resolution, the Board shall make written findings and reasons for its action, including a finding that the proposed siting(s) will not cause undue hardship to Members, Associate Members or affected property owners and/or will not interfere with Members' or Associate Members' infrastructure and/or long range land use planning. The Resolution shall be considered final Agency action for purposes of judicial review. A copy of the Resolution shall be sent to all Members, Associate Members, and affected property owners.

5.03 Land Acquisition

5.03(a) If the Agency Board negotiates the acquisition of property for use by the Agency by purchase, lease or donation, the Agency Board shall give notice to all Members and Associate Members of such acquisition.

5.03(b) Land needed by the Agency shall be appraised and acquired as required by the Uniform Land Acquisition policy standards of Section 6B.54 of the Code of Iowa and relocation assistance shall be provided as authorized by Chapter 316 of the Code of Iowa and their respective implementing administrative rules.

5.04 Eminent Domain

5.04(a) A resolution requesting a Member or Associate Member to bring an action in eminent domain on behalf of the Agency shall require a minimum of seven affirmative votes out of the nine total votes of the Board of Directors.

5.04(b) In the event that a Member or Associate Member is requested to conduct an action in eminent domain for a public purpose on behalf of the Agency, the Agency shall be responsible for payment of all expenses and costs incurred by the Member or Associate Member in connection with the eminent domain proceeding as such expenses and costs are incurred, including but not limited to, all costs of acquisition, attorneys fees, compensation to the property owner, and all administrative and related costs.

Chapter 6.0 Membership Credit

6.01 The Board of Directors may at its discretion establish, as a component of the annual budget, a credit for members and associate members to be used for public sector activities designed to improve community health, safety and welfare.

6.02 The credit may be used by Members and Associate Members for various Agency services. The Board of Directors shall establish policies which limit or define the use of the membership credit.

RESOLUTION DESIGNATING AN EXECUTIVE COMMITTEE COMPOSED
OF THE CHAIRPERSON, VICE-CHAIRPERSON, SECRETARY,
TREASURER AND A MEMBER SELECTED FROM AND BY
THE BOARD OF DIRECTORS

WHEREAS, Article IV, Section V of the By-Laws of the Cedar Rapids/Linn County Solid Waste Agency d.b.a. Bluestem Solid Waste Agency, said By-Laws having been adopted on April 20, 1994, establishes that an Executive Committee may be designated and, if so designated, shall have such powers as the Agency shall see fit; and

WHEREAS, the Board of Directors of the Cedar Rapids/Linn County Solid Waste Agency d.b.a. Bluestem Solid Waste Agency desires to designate the Executive Committee as provided in the By-Laws for the purpose of conducting the necessary business and affairs of the Agency at such times as the full Agency Board of Directors regularly meets on a quarterly basis and for other purposes as specifically established by the Board of Directors; now therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY D.B.A. BLUESTEM SOLID WASTE AGENCY that the Executive Committee is hereby established and that the sitting Chairperson, Vice-Chairperson, Secretary and Treasurer are hereby designated as members of Executive Committee; and

BE IT FURTHER RESOLVED that the Board of Directors shall, from time to time, designate a fifth executive committee member selected from and by the Board of Directors; and

BE IT FURTHER RESOLVED that the Executive Committee of the Cedar Rapids/Linn County shall, upon unanimous approval of the Finance Committee, have the power to expend funds of the Agency for any prudent purpose, subject to and governed by the adopted budget of the Agency.

Passed this 8th day of February, 1995.

Attest:

Jean Oxley
Jean Oxley, Secretary

James M. Houser
~~Larry J. Serbousch, Chairperson~~
James M. Houser Vice Chair