

By-Laws of South Central Iowa Solid Waste Agency

ARTICLE I

SECTION 1. MEETINGS. Pursuant to the intergovernmental agreement, and 28E of the Code of Iowa, the Agency shall meet at least once each month of the year on dates and places which shall be determined by the Agency, which shall be hereafter referred to as the "Board." Special meetings may be held at the call of the Chairman, Vice-Chairman, or a majority of the membership of the Board.

SECTION 2. VOTING AND QUORUM. Board voting shall be pursuant to Article III of the intergovernmental Agreement.

SECTION 3. VOTING. A majority of votes shall be required for any action taken by the Board.

ARTICLE II

SECTION 1. DUTIES AND POWERS. The Board shall have control and management of the affairs and business of the South Central Iowa Solid Waste Agency. The Board members shall in all cases act as a Board, regularly convened, and, in a transaction of business the act of a majority. The Board may adopt such rules and regulations for the conduct of its meeting and the management of the affairs of the Board as Board members deem proper, not inconsistent with the intergovernmental agreement or these by-laws. The Board will act pursuant to Robert's Rules of Order, including revisions thereof, unless other rules are established and adopted by the Board.

SECTION 2. MEETINGS. The Board shall meet monthly unless there shall be insufficient business in which case a meeting may be deferred until the next month. Special meetings of the Board may be called by the Chairman at anytime. The Chairman must, upon the written request of any two members, call a special meeting to be held not more than three days after the receipt of such request.

SECTION 3. NOTICE OF MEETINGS. All meetings shall be publicized according to the requirements of Chapter 21 of the Code of Iowa.

SECTION 4. MEETING LOCATION. The Board shall meet at the office building at the South Central Iowa Solid Waste Agency Landfill unless other notice is properly given to the Board Members, and the public.

ARTICLE III

SECTION 1. EMPLOYEES. The employees of the South Central Iowa Solid Waste Agency shall fill such positions as may be authorized by the Board.

SECTION 2. APPOINTMENT. Only those positions that the Board has authorized shall be filled. The Executive Director of the South Central Iowa Solid Waste Agency shall be hired by the Board with internal or external assistance as deemed necessary for the identification of a qualified candidate. Candidates for lead or supervisory positions shall be selected by the Executive Director with assistance as deemed necessary and then approved by the Board. All other employees shall be hired by the Executive Director with assistance from lead or supervisory staff for that work area.

SECTION 3. DUTIES OF EMPLOYEES. Job descriptions/expectations shall be developed for each Agency work classification.

ARTICLE IV

SECTION 1. MANNER OF AMENDING. These by-laws may be altered, amended, repealed, or added to by the affirmative vote of a majority of the Board members. Written notice shall be distributed via U.S. Postal Service to all Board members at least two weeks in advance of any such meeting wherein a vote shall occur regarding the alteration, amendment, addition, or other change to these bylaws. Only such changes shall be made as have been specified in the notice.

ARTICLE V

SECTION 1. WAIVER OF NOTICE. Whenever under the provisions of these by-laws or any statute, any Board member is entitled to notice of any regular or special meeting or of any action to be taken by the South Central Iowa Solid Waste Agency, such meeting may be held or such action may be taken without provision of such notice provided every Board member entitled to such notice waives, in writing, the requirements of these by-laws in respect thereto.

ARTICLE VI

SECTION 1. THIRD PARTY ACTIONS: The Agency shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Agency) by reason of the fact that he or she is or was a Director, Officer,

employee or agent of the Agency or is or was serving at the request of the Agency as a Director, Officer, employee or agent of a corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorney's fees), liabilities, judgments, fines and amounts paid in settlement actually and reasonably incurred by, or imposed upon, him or her in connection with such action, suit or proceeding, except in such cases wherein such person is adjudged to be liable for misconduct in the performance of his or her duty of loyalty to the Agency of its members, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the Directors derive an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Agency and with respect to any criminal action or proceeding had reasonable cause to believe that his or her conduct was lawful.

SECTION 2: DERIVATIVE ACTIONS: The Agency shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Agency to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of the Agency, or is or was serving at the request of the Agency as a Director, Officer, employee or agent of a corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, except in such cases wherein such person is adjudged to be liable for misconduct in the performance of his or her duty of loyalty to the Agency or its members, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the Director derives an improper personal benefit, unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which such court shall deem proper.

ARTICLE VII

SECTION 1: WRITTEN INSTRUMENTS: Subject always to the specific directions of the Board, all deeds and mortgages made by the Agency and all other written contracts and agreements to which the Agency shall be a party shall be executed in its name by the Chairman or the Vice Chairman.

SECTION 2 LOANS: No loans shall be contracted on behalf of the Agency and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Agency. Such authority may be general or confined to specific instances.

SECTION 3: CHECKS, DRAFTS, ETC.: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Agency shall be signed by such officer or officers, agent or agents of the Agency and in such manner as shall from time to time be determined by resolution of the Agency.

SECTION 4: DEPOSITS: All funds of the Agency not otherwise employed shall be deposited from time to time to the credit of the Agency in such banks, trust companies, or other depositories as the Agency may select.

ARTICLE VIII

SECTION 1: RULES OF CONSTRUCTION: Nothing in these Bylaws is intended to modify, amend, repeal or otherwise alter the terms of the Intergovernmental Agreement Creating the South Central Iowa Solid Waste Agency or any amendments or supplements thereto. In the event of any conflict or inconsistency between these Bylaws and the Agreement or any amendments or supplements thereto, the provisions of the Agreement and any amendments or supplements thereto, as the case shall be, shall prevail.

Amended _____ 2004

Chairman Roger Schletzbaum, Marion County

Vice Chairman Mike Beary, Monroe County

Tim Vick, Lucas County

Tom Law, Poweshiek County