

**BY-LAWS OF  
THE WEST CENTRAL MISSOURI SOLID WASTE DISTRICT (Region F)**

This joint powers agreement made and entered into by, between, and among the following political subdivisions, hereinafter referred to as "Members or Member:"

The County of Johnson, Missouri: The City of Holden, The City of Leeton, The City of Knob Noster, The City of Warrensburg and Whiteman AFB

The County of Lafayette, Missouri: The City of Concordia, The City of Higginsville, The City of Odessa, The City of Lexington, The City of Waverly, The City of Wellington

The County of Pettis, Missouri: The City of Sedalia, The City of LaMonte, The City of Smithton

The County of Morgan, Missouri: The City of Versailles, the City of Stover, The Village of Laurie

The County of Saline, Missouri: The City of Marshall, The City of Slater, The City of Sweet Springs

pursuant to the authority granted by Section 250.305.1 of the Revised Statutes of Missouri and all acting by and through their respective governing bodies.

ARTICLE I  
NAME OF ASSOCIATION

The Association established hereunder shall be known as the West Central Missouri Solid Waste District, (Region F) hereinafter referred to as the "District."

ARTICLE II  
DURATION

The duration of the District created herein shall be perpetual.

ARTICLE  
III  
LEGAL  
STATUS

This District shall be a voluntary and joint undertaking of the aforesaid members. It is the intent of the parties herein that this District shall be a separate legal entity.

ARTICLE IV  
PURPOSE

The purpose of the district shall be to plan, and provide for or cause to be provided for, the safe and sanitary management of solid wastes (as defined by Senate Bill 530) within all of the incorporated and unincorporated territories of the District as set forth by Senate Bill 530 IAW Missouri Code of State Regulation 10CSR 80-9, Solid Waste Management.

It shall be the purpose and resulting objective of the District to carry out the mandate of Senate Bill 530 or as amended by the state legislature as it pertains to Missouri counties and solid waste districts, to include:

- a. To jointly prepare and implement a solid waste management plan for the citizens of the participating Cities and all of the incorporated and unincorporated territory of each participating County for the District that complies with the provisions of Senate Bill 530 IAW Missouri Code of State Regulation 10CSR 80-9, Solid Waste Management.
- b. Establishing an educational program to inform the public.
- c. Establishing procedures to minimize the introduction of hazardous waste, including household hazardous waste, into the solid waste stream.
- d. Assuring adequate capacity to manage waste which is not otherwise removed from the solid waste stream.
- e. Promoting and assisting with resource recovery and recycling.

Neither the District Council nor the Executive Board shall interfere with the permitted operations and/or ownership of landfills operated or controlled by political entities or private enterprises within its District except in an advisory capacity if requested by that entity or private enterprise.

ARTICLE V  
MEMBERSHIP ELIGIBILITY

Membership in the West Central Solid Waste District F is limited to and may be extended only to political subdivisions of the State of Missouri as defined by Section 260.305.1 of the Revised Statutes of Missouri and any amendment thereto. Any political subdivision not an original party to this Agreement but which is desirous of joining the District may petition to do so by action of its Governing Body in the form of a verified or certified petition presented to the Executive Board of the West

Central Missouri Solid Waste District F. The Executive Board of West Central Missouri Solid Waste District F shall have the sole and exclusive power and authority, by a majority vote of the Executive Board, to sustain or reject such a petition for membership.

ARTICLE VI  
POWERS AND DUTIES

SECTION 1: The District shall be a public body corporate and politic and separate legal entity exercising public and essential governmental functions to provide for the public health, safety, and welfare and shall have the following powers:

- (a) To adopt and have a common seal and to alter the same at pleasure.
- (b) To sue to protect its interests and to enforce its Solid Waste Plan and to enforce all rights granted it pursuant to State law.
- (c) To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other moneys of the District.
- (d) To acquire, hold, use and dispose of other personal property for the purposes of the District.
- (e) To acquire by purchase, gift, lease or otherwise real property and easements therein, necessary or useful and convenient for the operation of the district subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purpose of this District.
- (f) To accept gifts or supplies for the purposes of the District and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.
- (g) To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- (h) To do and perform any acts and things authorized by Section 260.305.1 of the Revised Statutes of Missouri, and by this agreement, under, through or by means of its officers, agents or employees, or by contracts with

any person.

- (i) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purpose of the District or to carry out any powers expressly given by this agreement.
- (j) To cause the disposal of solid waste material originating within each Member, pursuant to the contract between the District and each Member.
- (k) To fix, establish and maintain such rates, tolls, fees, rentals and other charges for the services and facilities of the District sufficient to pay at all times the costs of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of the District then outstanding, to provide for replacements, depreciation and necessary extensions and enlargements and to provide a margin of safety..
- (l) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the District.
- (m) To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, rate specialists and all others found necessary or useful and convenient to the stated purposes of the District.
- (n) To exercise such powers under the effective disposal of solid waste as are available under than existing laws to each Member as is necessary or useful and convenient to carrying out the functions of the District within such Member, as such functions are defined by the service contract entered by and between that Member and the District.
- (o) To provide for a system of budgeting, accounting, auditing and reporting of all District funds and transactions, for a depository, and for the bonding of employees.
- (p) To consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments.
- (q) To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes or any part thereof by a pledge of any or all

of the District's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.

- (r) To provide in the proceeding authorizing such obligation 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 holders of such obligations in default and the **appointment** of a receiver of the District's property, such trustee and such receiver to have the powers and duties provided for in the proceeding **authorizing** such obligations.
- (s) To hire supervisors and employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- (t) To borrow money and accept grants, **contributions** or loans from and to enter into contracts, leases or other **transactions** with municipal, county, state or the federal government.
- (u) To receive funds for domestic solid waste disposal from residents therein; provided, however, that in lieu of receiving such funds from Members and at the discretion of the District, it shall have the power to bill individual residents in such Member directly for payment for disposal services and to receive such payments, for an on behalf of said Members.
- (v) To prepare and recommend to member governing bodies local ordinances or orders **governing** refuse collection, transportation and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards and such other regulations as may from time to time be required.'

SECTION 2: DUTIES OF THE DISTRICT: The duties of this District shall be to provide members with a strategy and ongoing response that will enable the membership to satisfactory respond to Senate Bill 530, IAW 10 CSR 80-9, and achieve the District purpose as set forth in Article IV.

#### ARTICLE VII DISTRICT COUNCIL

SECTION 1: The membership established hereunder shall be known as the District Council, hereinafter referred to as the "District Council." The District Council shall consist of two county commissioners **or their representatives** from each member county, **and**

may have a representative from each city with a population of five hundred (500) or above as defined by Section 260.305.1 of the Revised Statutes of Missouri; or a representative from any political subdivisions that petition and are accepted for membership by the Executive Board.

SECTION 2: There shall be one class of membership in the District Council, which shall be a full membership and each Member shall designate by resolution of its Governing Body its representative in the District. Each member representative shall be entitled to one vote. Each member may have a duly authorized alternate.

SECTION 3: District Council members shall serve a term of two years and may be reappointed thereafter.

SECTION 4: By statute, no person may serve as a Member of the District Council or Executive Board who is a stockholder, officer, agent, attorney or employee or who is in any way peculiarly interested in any business which engages in any aspect of solid waste management regulated under sections 260.200 to 260.345.

SECTION 5: Extent of Covenants: No Personal Liability. All covenants, stipulations, obligations and agreements of a County/City contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of that County/City to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of a County/City contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of that County/City in other than that person's official capacity.

#### ARTICLE VIII MEETINGS

-The District Council shall meet at least twice annually in December and July. Special meetings can be called by the Chairman or upon the call of 30 percent of the membership with such call being a written notification with signatures and directed to the Chairman. Special meetings can be called with two days written or phoned notification to the District Council given by the Secretary.

A quorum shall be a majority (51%) of the District Council members and said majority shall have the rights of the full council.

ARTICLE IX  
EXECUTIVE BOARD

SECTION 1: The Executive Board of the district shall be designated as the Executive Board, hereinafter called the "Executive Board." The Executive Board shall:

- (a) Review and comment upon applications for permits submitted pursuant to Section 260.205, for solid waste processing facilities and solid waste disposal areas which are to be located within the region or, if located in an adjacent region, which will impact solid waste management practices within the region.
- (b) Prepare and recommend to the District Council a solid waste management plan for the district.
- (c) Identify illegal dump sites and provide all available information about such sites to the appropriate county prosecutor and to the State of Missouri Department of Natural Resources.
- (d) Establish an education program to inform the public about responsible waste management practices.
- (e) Establish procedures to minimize the introduction of small quantities of hazardous waste, including household hazardous waste, into the solid waste stream.
- (f) Assure adequate capacity to manage waste which is not otherwise removed from the solid waste stream.
- (g) Enter into contracts with any person for services related to any component of the solid waste management system.
- (h) Shall divide the district into units to maximize access for small businesses when it requests bids for solid waste management services.
- (i) Engage in such other activities to further the interests of the Council on behalf of the District as allowed by these Bylaws and State law.

SECTION 2: There shall be an eleven member Executive Board whose membership shall be selected from the District Council as follows:

- (a) One county commissioner or their representative from each of the five member counties. (This subsection shall provide for five (5) Executive Board members).
- (b) One resident of each of the five member counties who must reside in a member municipality contained within said county. Each of these Executive Board members shall be selected by caucusing of all District Council members within the particular member county. (This subsection shall provide for five (5) Executive Board members).
- (c) One person at large who must merely reside within the West Central Missouri Solid Waste District. This Executive Board member shall be elected by a majority vote of District Council members. (This subsection shall provide for one Executive Board member).
- (d) An Alternate Member shall be appointed for each regular executive member of the Executive Board. Such Alternate Members may represent the regular member at regular or special Board Meetings when said regular member is absent, and in the event of resignation or termination of the regular member shall immediately be installed as the regular Member.

SECTION 3: A quorum of the Executive Board shall consist of a majority of the entire Executive Board membership.

SECTION 4: A majority vote of the Executive Board shall be construed to mean a majority of the total votes cast by the representatives present constituting a quorum of the Executive Board at the meeting at which such action is considered Abstaining votes are not counted.

SECTION 5: The term of each Board Member shall be for a period of two (2) years and each Board Member shall serve until his successor is duly elected and may be reappointed thereafter.

SECTION 6: The Executive Board shall meet at least quarterly with the time and place of said regular meeting to be established, by resolution of the Executive Board without other notice than such resolution. The Executive Board may provide, by resolution, the time and place of the holding of additional regular or special meetings in accordance with Section 7 which follows hereafter.

SECTION 7: Special meetings of the Executive Board may be called by or at the request of the Chairman or any six (6) Board Members. The person or persons authorized to call special meetings of the



Executive Board may fix any reasonable place and time for the holding of any special meeting of the Executive Board called by them.

SECTION 8: Notice of any special meeting of the Executive Board shall be given at least three (3) days prior thereto by written notice mailed to each Board Member as his name appears on the records of the District. Any Board Member may waive notice of any meeting. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened as prescribed in Section 610.011 of the revised Sunshine Law, Missouri State Statutes.

SECTION 9: Notice of Executive Board meeting shall be provided to all District Council members. Notice shall be sent at least 10 days prior to regular meetings and at least 3 days prior to special meetings for informational purposes only.

SECTION 10: The act of the votes present at a meeting at which a quorum is present shall be the act of the Executive Board. The Executive Board may also act by unanimous written consent of all of the Executive Board members.

SECTION 11: Any vacancy occurring on the Executive Board must be filled by the same process used to originally fill the particular Executive Board membership. Alternate members are appointed by the regular member they represent.

SECTION 12: Executive Board Members as such shall not receive any salaries for their services, but may be compensated for actual out-of-pocket expenses incurred on behalf of the District.

SECTION 13: On an annual basis, Executive Board Members and district Staff will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. In addition, on an annual basis, each Board member will sign a conflict of Interest Statement. Further, during the course of meetings or activities, Executive board member and staff will disclose any interests in a transaction or decision where family and/or significant others, employer, or close associates will receive a benefit or gain. After this disclosure, the individual(s) will leave the room for the discussion and will not be permitted to vote on the question. Such recusal, due to conflict or potential conflict of interest shall be recorded in the minutes of the meeting.

ARTICLE X  
OFFICERS OF THE EXECUTIVE BOARD AND DISTRICT COUNCIL

SECTION 1: The officers of the Executive Board shall be the Chairman, a Vice-Chairman, a Secretary and a Treasurer. Such other officers as may be deemed necessary may be elected or appointed by the Executive Board. The offices of Secretary and Treasurer may be combined and held by the same person.

SECTION 2: The Chairman of the Executive Board shall be elected annually by the Executive Board from the Executive Board Members. He shall be the duly appointed representative of the District and shall also serve as Chairman at District Council meetings. The Vice-Chairman, Secretary and Treasurer shall be elected annually by the Executive Board from its members and they shall serve as the officers of the Executive Board and the District Council. Each officer shall hold office until his successor shall have been duly elected and qualified or until he shall resign or shall have been removed.

SECTION 3: REMOVAL: Any officer or agent elected or appointed by the Executive Board may be removed by the Executive Board or by two-thirds (2/3) vote of the remaining Board Members, whenever in its judgment the best interests of the District would be served thereby. Such removal shall be held without prejudice to the contract rights, if any, of the person so removed.

SECTION 4: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Executive Board for the unexpired portion of the term.

SECTION 5: The Chairman shall be the principal executive officer of the District and shall in general supervise and control all of the business and affairs of the District. He shall, when present, preside at all meetings of the members of the Executive Board and District Council. He may sign, with the Secretary or any other proper officer of the District thereunto authorized by the Executive Board, all deeds, mortgages, bonds, contracts, or other instruments which the Executive Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Executive Board or by these bylaws to some other officer or agent of the District, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Executive Board from time to time. The Chairman shall be entitled to vote on all matters coming before the Executive Board and District Council and shall serve as an ex officio member of all committees.

SECTION 6: In the absence of the Chairman or in the event of his death, inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chairman. The Vice-Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Executive Board.

SECTION 7: The Secretary shall ensure that the administrative contactor for the District shall keep the minutes of the Executive Board and the District Council meetings are kept in one or more books provided for that purpose; see that the administrative contactor for the District posts all notices are duly given in accordance with the provisions of this Agreement or as required by law; be custodian of the District records and of the seal of the District and see that the seal of the District is affixed to all documents, the execution of which, on behalf of the District, under its seal are duly authorized; keep a register of all member and the representative of each member and their post office addresses; prepare and cause to be delivered to the Secretary of the State of Missouri, on forms prescribed and furnished by the Secretary of State, between the first day of July and the first day of August of each year, an annual report IAW 10 CSR 80-9 in compliance with the provisions of the statutes of the State of Missouri; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman, Executive Board, or District Council.

SECTION 8: The Officers of the Executive Board shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Executive Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the District; receive and file receipts for moneys due and payable to the District from any source whatsoever, deposit companies, or other depositories as shall be selected in accordance with the provisions of Article XIII of these bylaws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or the Executive Board.

#### ARTICLE XI ORDER OF BUSINESS

SECTION 1: The order of business of any regular or special meeting of the members of the Executive Board shall be:

- a. Meeting Agenda
- b. Reading and approval of last meeting's minutes.
- c. Reports of officers and committees.
- d. Unfinished business.
- e. New business.
- f. Adjournment.

SECTION 2: On questions of parliamentary procedure not covered by these bylaws, a ruling by the Chairman shall prevail. Roberts Rules of Order shall be observed.

SECTION 3: All meetings and activities of the District are subject to Missouri's Sunshine Law Section 610.010 to 610.200. It is the policy of this district that meetings, records, votes, actions and deliberations be open to the public unless otherwise provided by this law.

#### ARTICLE XII COMMITTEES

The Executive Board shall designate such committees as may be required, each of which shall consist of one Executive Board Member, members of District Council and others as deemed appropriate by the Executive Board. Said committees shall have and shall exercise such authority as is extended to it by the body establishing said committee, provided, however, that designation of such committees and the, delegation thereto of authority shall not operate to relieve the Executive Board, or any individual member of any responsibility imposed upon it or him by law. The membership of such committees, the term of offices for members thereof, the manner in which vacancies are to be filled, and the establishment of operating procedures for said committees, shall be as established by resolution adopted by the Executive Board, provided, however, each committee may adopt rules for its own government not inconsistent with this agreement or with any resolution adopted by the Executive Board. The District or Executive Board has the right to appoint ex officio members as deemed necessary.

#### ARTICLE XIII CONTRACTS, LOANS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1: The Executive Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the District, and such authority may be general or confined to specific instances.

SECTION 2: No loans shall be contracted on behalf of the District and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Board and approved by the District Council. Such authority may be general or confined to specific instances.

SECTION 3: All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the District, shall be signed by such officer or officers, agent or agents of the District and in such manner as shall from time to time be determined by resolution of the Executive Board. In the absence of such determination by the Executive Board, such instruments shall be signed by the Chairman and countersigned by the Treasurer of the District or a commissioner of the treasurer's county on the board.

SECTION 4: All funds of the District shall be deposited as received to the Credit of the District in such bank, trust companies or other depositories as the Executive Board may select provided that such institution certify in writing that it has sufficient funds reserved to secure the deposits of the District.

ARTICLE XIV  
BOOKS AND RECORDS

The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Executive Board, and committees having any of the authority of the Executive Board, and shall keep at the registered or principal office a record giving the names and addresses of the members and their representative on the Executive Board. All books and records of the District may be inspected by any member, or his agent or attorney, for any proper purposes at any reasonable time. The Executive Board shall cause an audit of the records of the District to be made each year by a certified auditor.

ARTICLE XV  
FINANCING

SECTION 1: In performance of its duties, the District may cooperate with, contract with, and accept and expend funds from federal, state or local agencies, public or semi-public, or private individuals or corporations, and shall carry out such cooperative undertakings and contracts.

SECTION 2: The District shall enter into necessary contracts and make expenditures for the purchase, lease or rent of required land, facilities, equipment and supplies necessary to carry out the purpose of this agreement. The District shall also have the power to sublet or rent any property owned or leased and the income there from shall accrue to the District.

SECTION 3: The expenditures of the District, exclusive gifts, grants or contract receipts, shall be appropriated or provided to the District by the member governing bodies.

SECTION 4: The District shall prepare a balanced budget based on calendar years for the operation of the District to be adopted in June of the year preceding the budget year.

SECTION 5: The District's continuing budget for implementation of the District's Solid Waste Plan shall be funded pursuant to a prioritized set of funding options as established in and adopted in accordance with the District's Comprehensive solid Waste Management Plan as adopted by the District.

SECTION 6: Special appropriations shall be made by the parties hereto for funding the operation of the District prior to the establishment of the budget year.

SECTION 7:. Any special or budgetary appropriation adopted by the District shall be a membership requirement of each and every Member. The failure of Member to pay over to the District the allotted share of a District budget may be considered a momentary withdrawal of that Member and a default of this agreement.

SECTION 8: In the event that the District Council or the Executive Board uses an employee of a County/City in the service of the District, including without limitation a County/City sanitary engineer or employee in its sanitary engineering department, the County/City employing that person shall provide to the Executive Board information necessary to determine the direct cost and expense to that County/City of the Provision of that employee's service to the district, and the Counties/Cities shall share that cost and expense in the same proportion as operating costs and expenses paid directly by the District are shared.

ARTICLE XVI  
FISCAL YEAR

The fiscal year of the District shall begin on the first day of July and end on the thirtieth day of June in each year.

ARTICLE XVII  
SEAL

The Executive Board shall provide a corporation seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of the incorporation and the words, "Corporate Seal."

ARTICLE XVIII  
WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member or Board Member of the District under the provisions of these by laws or under the Provisions of the Articles of Incorporation, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIX  
TECHNICAL COOPERATION FROM MEMBERS

The Members agree to respond to reasonable request of its consultants or employees of the District for the purposes of this agreement, and to assure that engineers, architects and consultants hired by the members release materials, data and other pertinent items paid for by public funds to the District staff to aid in the efficient and effective accomplishment of such purposes.

ARTICLE XX  
NOT FOR PROFIT

It is expressly understood that the District is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

ARTICLE XXI  
SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Member in the payment to the District of its share of a budget and before such delinquency is determined to be a voluntary withdrawal, such Member shall not be entitled to the services of the District, nor shall the Member be entitled to vote on matters coming before the Executive Board, unless such delinquency shall be waived for voting purposes by a majority of the remaining members of the District.

ARTICLE XXII  
DISSOLUTION AND WITHDRAWAL FROM AUTHORITY

SECTION 1: In the event of the withdrawal of any participating Member from the District, such withdrawing Member shall not be entitled to a refund of any money paid by it to the District.

SECTION 2: The District shall be completely dissolved and this agreement terminated upon the affirmative majority vote of the District Council which vote shall specify the date and time such dissolution shall be effective, which date and time may be amended at or before such time but not thereafter by the same affirmative majority vote of the District Council. The District shall not be dissolved at any time that revenue bonds or obligations issued in anticipation of revenue bonds have been issued and are outstanding.

SECTION 3: In the event of such a vote to completely dissolve the District, any real or personal property shall be sold and the proceeds pro rated among the members on the basis of the sum of the portions of the budget for the District provided by them for and during the period of this agreement; provided, however, that the proceeds of the sale of land acquired by the District shall be divided among the members in proportion to their respective original contributions toward the acquisition of said land. The current budget year shall be

used as one of the years in the calculation if all members have made their proper contributions, but if not the balance remaining of the funds collected during the current year shall be refunded to the contributors before determining the value of the assets of the District at dissolution, and said year shall not be used in calculating the shares.

SECTION 4: Anything herein to the contrary notwithstanding, members may not withdraw or in any way terminate, amend or modify in any manner to the detriment of bondholders this agreement or any contract for the services of the District if revenue bonds or obligations issued in anticipation of the issuance of revenue bonds have been issued and are outstanding. Any revenue bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this agreement to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of moneys sufficient therefore, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this agreement.

SECTION 5: Withdrawal from the District shall not relieve any member or former member of any liability it may have for closure or post-closure landfill costs or any other expense related directly to any member or former member having participated in the activities and operations of the District.

#### ARTICLE XXIII MANNER OF ACQUIRING AND HOLDING PROPERTY

The Executive Board may lease, purchase or acquire by any other legal means, from Members or from any other source, such real and personal property as is required for the operation of the District and the carrying out of the purpose of this agreement. The District shall maintain title to all such property in the name of the District and shall require the Secretary to maintain an inventory. Property, materials and ' services shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Executive Board meeting, provided, however, that by the same vote the Executive Board may authorize the officers to expend such funds as the Executive Board may direct for other authorized purposes of the District.

All conveyances of real property owned or held in the name of the District shall be made and executed on behalf of the District by the Chairman or Vice-Chairman and Secretary of the District.



ARTICLE XXIV  
AMENDMENT AND AGREEMENT

Amendment and agreement shall be by the same procedure by which this agreement was approved and executed, provided, however, that this agreement shall never be amended in any way so to adversely affect the interests of the holder or holders of any bonds or other obligations of the District.

This Agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which so executed and delivered shall be part of the original, and such counterparts together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, said members have caused this agreement to be executed on their behalf by their duly authorized officers, and the same to be attested by their Clerks and the corporate seal of said members to be affixed hereto all as of the day and year written below.

Minutes of By-Law Advisory Committee Meeting  
West Central Missouri Solid Waste District  
Concordia Community Bldg, Concordia, MO  
August 1, 2008

The following Articles were amended:

Title	By-laws
	Add cites above 500 population
Article IV	Add 10 CSR 80-9
Article VI	Add 10 CSR 80-9
Article IX	Delete paragraph (g) Add Alternates to Executive Board Executive Board Reappointments Alternate appointment Conflict of Interest
Article X	Administrative Contractor assistance Surety Bonds for all Officers
Article XI	Mo's Sunshine Law
Article XVI	Change fiscal year to 1 July to 30 June

The Committee felt strongly that the proposed amendments are necessary and will enhance district operations. These changes were presented by the Region F Solid Waste Management District on February 19, 2009.

BY: \_\_\_\_\_  
Scott Sader, Chair  
Region F Solid Waste Management District

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Rod Lindemann, Secretary-Treasurer  
Region F Solid Waste Management District

Date: \_\_\_\_\_