



300 E. Locust Street, Ste. 100  
Des Moines, Iowa 50309  
515-244-0021

## MEMORANDUM

**DATE:** September 10, 2021

**TO:** MWA Board Members

**CC:** MWA Staff

**FROM:** Michael McCoy, Executive Director

**RE:** Wednesday, Sept. 15, 2021, Board Meeting

.....  
This month's board meeting is scheduled for Wednesday, Sept. 15, 2021, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6519 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

### **Consent Agenda Items for Approval**

8. Resolution 09-21-04 - Approval of Revenue Sharing for Large Item Stickers  
This is an annual agreement to split the revenue from sales of extra and large item stickers among contracted haulers for municipal solid waste. Staff recommends approval.
9. Resolution 09-21-05 - Approval Authorizing the Executive Director to Execute a Settlement Agreement Prepared by ICAP to Resolve Outstanding Employment Litigation Claim  
ICAP Payout for settlement. Staff recommends approval.

### **Regular Agenda Items for Approval**

10. Resolution 09-21-06 – Approval of IT Personnel for Metro Waste Authority  
Metro Waste Authority is in need of an internal IT position to help support the technological infrastructure across all facilities. Staff recommends approval.



**Board of Directors  
2021 Calendar Year**

**Ron Pogge  
Chair**

**David Gisch  
Vice-Chair**

Dean O'Connor  
Altoona

Mark Holm  
Ankeny

Wes Enos  
Bondurant

John Edwards  
Clive

Joe Gatto  
Des Moines

Steve Allen  
Elkhart

David Gisch  
Grimes

Tom Cope  
Johnston

Bill Roberts  
Mitchellville

Ed Kuhl  
Norwalk

Dean Cooper  
Pleasant Hill

Rob Sarchet  
Polk City

Tom Hockensmith  
Polk County

Gerald Lane  
Runnells

Ron Pogge  
Urbandale

Steve Gaer  
West Des Moines

Susan Skeries  
Windsor Heights

**Michael McCoy  
Executive Director**

# **Metro Waste Authority Board Meeting September 15, 2021**

MWA Central Office  
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309  
5:45 pm

**Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. Masks will be available and are mandatory for public guests. Additional CDC recommendations will be implemented.**

## **Agenda**

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

---

### **CONSENT AGENDA**

*The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:*

4. Approval of Consent Agenda – Items 4 through 10
5. Consideration of Minutes July 21, 2021, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 09-21-01 – Consideration of May 2021, Financial Statements –Action to Receive and File
7. Resolution 09-21-02 – Consideration of July 2021, Monthly Expenditures –Action for Approval
8. Resolution 09-21-03 – Consideration of August 2021, Monthly Expenditures – Action for Approval
9. Resolution 09-21-04 – Approval of Extension of Revenue Sharing with Respect to the Collection of Solid Waste - Action for Approval
10. Resolution 09-21-05 – Approval Authorizing the Executive Director to Execute a Settlement Agreement Prepared by ICAP to Resolve Outstanding Employment Litigation Claim. - Action for Approval

---

### **END CONSENT AGENDA**

#### Regular Agenda Items for Approval – Item 11

11. Resolution 09-21-06 – Approval of IT Personnel for Metro Waste Authority– Action Item
12. Director's Report

13. Chair's Report

3 of 29

14. General Board Discussion and Other Business

15. Correspondence

16. Adjournment

**October Executive/Finance Meeting:** October 6, 2021, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

**October Board Meeting:** October 20, 2021, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100  
Des Moines, Iowa 50309  
515-244-0021

## July 21, 2021 Unofficial Metro Waste Authority Board Meeting Minutes

### 1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Ron Pogge, chair, called the July 21, 2021, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

### Roll Call – MWA Board Representatives/Alternates in Attendance

Mark Holm, Ankeny  
John Edwards, Clive  
Joe Gatto, Des Moines  
David Gisch, Grimes  
Tom Cope, Johnston  
Bill Roberts, Mitchellville  
Ed Kuhl, Norwalk  
Dean Cooper, Pleasant Hill  
Rob Sarchet, Polk City  
Tom Hockensmith, Polk County  
Gerald Lane, Runnells  
Ron Pogge, Urbandale  
Bret Hodne, West Des Moines  
Susan Skeries, Windsor Heights

### 2. Approval of Regular Agenda

Moved by Clive, seconded by Des Moines, to approve the July 21, 2021, board meeting agenda as amending #6, striking out May Expenditures to replace with June Expenditures. Motion carried unanimously by voice vote.

### 3. Public Forum

There were no requests to address the Board.

---

### **CONSENT AGENDA**

*The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:*

### 4. Approval of Consent Agenda – Items 4 through 8

Moved by Clive, seconded by Des Moines, to approve the Consent Agenda, items 4 through 8. Motion carried unanimously by voice vote.

### 5. Consideration of Minutes June 16, 2021, Metro Waste Authority Board Meeting – Action for Approval

### 6. Resolution 07-21-01 – Consideration of June 2021, Monthly Expenditures – Action for Approval

7. Resolution 07-21-02 – Approval of Adair County Sanitary Landfill Agreement - Action for Approval
8. Resolution 07-21-03 – Approval of P-59 Material Recovery Facility Change Order 3 - Action for Approval

## END CONSENT AGENDA

---

### Regular Agenda Items for Approval - Item 9

9. Resolution 07-21-04 – Approval of 2021 Caterpillar 836K Landfill Compactor Purchase for Metro Park East Landfill – Action Item

Moved by Clive, seconded by Polk County, to approve Resolution 07-21-04. Motion carried unanimously by voice.

Jon Penheiter, solid waste administrator, reported three bids were received to purchase a compactor for Metro Park East Landfill (MPE). Ziegler Cat is the recommended vendor with pricing in the amount of \$1,195,976.00. Although this is not the lowest bid, Metro Waste Authority (MWA) has had high success with Caterpillar compactors and is currently set up with parts and industry experience. Various landfill managers, operators, and auctioneers were interviewed in the assessment process and the unanimous recommendation for this size compactor was Caterpillar. The company has a long-standing history of performance, parts are readily available, and the resale value for future replacement is significantly higher than competitor units.

Chair, Ron Pogge, asked if MPE has Cat compactors. Jon responded most of our fleet is Cat, with one other brand of compactor.

Tom Hockensmith, Polk County, asked if MWA is required to accept the lowest bid? Matt Brick, legal counsel, reported the MWA is not required to accept the lowest bid, as this is for equipment for daily operation.

Public guest member, Jacob Conaway, sales representative for Mid Country Machinery in Bondurant, Iowa, asked for more information on how the decision was made to purchase a Ziegler Caterpillar Compactor over a Bomag. Michael McCoy, executive director, shared a presentation reviewing the price breakdown between the top three vendors and highlighted feedback from other landfill operators.

10. Director's Report

Michael McCoy, executive director, reported with the minimal demand for ground shingles, the IDNR has asked MWA to temporarily suspend the recycling of shingles, effective August 1, 2021. MWA is continuing to look for end markets and hopes to resume shingle recycling in the future.

The August executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, August 4, 2021, at 12:00 pm.

The August board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, August 18, 2021, at 5:45 pm.

11. Chair's Report  
No report.
12. General Board Discussion and Other Business  
No report.
13. Adjournment  
Moved by Polk County, seconded by Clive, to adjourn the July 21, 2021, board meeting.  
Motion carried unanimously by voice vote. Meeting adjourned at 5:59 pm.

---

Michael McCoy, Executive Director

---

Ron Pogge, Chair

**METRO WASTE AUTHORITY  
BILLS PAID IN JULY 2021**

| <b>Vendor Name</b>                    | <b>Services Provided</b>       | <b>Total</b> |
|---------------------------------------|--------------------------------|--------------|
| ACCESS SYSTEMS                        | Office printing                | 332.50       |
| AFLAC                                 | Insurance premium              | 476.64       |
| AMERICAN EXPRESS                      | Curbside/drop off/waste coll   | 3,866.17     |
| ASPEN WASTE SYSTEMS, INC.             | Curbside/drop off/waste coll   | 7,481.25     |
| BONDURANT, CITY OF                    | Utilities                      | 107.85       |
| CAPITAL CITY EQUIPMENT CO.            | Equipment/parts/labor          | 613.93       |
| CAROLINA SOFTWARE                     | Computer supplies/maintenance  | 73,365.86    |
| CENTRAL UNITED LIFE INSURANCE         | Life insurance                 | 152.22       |
| CHRISTENSEN DEVELOPMENT 1 LLC         | Consulting fees                | 217,541.75   |
| CITY OF DES MOINES                    | Lease/leachate processing      | 33,085.00    |
| CITY OF URBANDALE                     | MWA grant program              | 378.00       |
| CLEAN EARTH SYSTEMS INC               | Contract disposal              | 1,520.00     |
| CLEAN HARBORS ENV. SERVICE INC        | Contract disposal              | 332.00       |
| COMMUNICATION INNOVATORS INC          | Computer supplies/maintenance/ | 1,468.00     |
| CONTROLLED ACCESS OF THE MIDWEST, LLC | Site maintenance               | 297.00       |
| CP MANUFACTURING INC                  | Equipment                      | 2,288,370.00 |
| DATASHIELD CORP                       | Recycling expense              | 128.82       |
| DES MOINES MOBILE WASH, INC           | Preventive maintenance         | 560.00       |
| DES MOINES WATER WORKS                | Utilities                      | 4,773.48     |
| DEZURIK, INC.                         | Parts/labor/preventive maint   | 1,183.24     |
| DOBBINS, EMILY                        | Mileage/expenses               | 95.42        |
| ELECTRONIC ENGINEERING CO.            | Parts                          | 326.60       |
| EXPRESS TARP SERVICE                  | Litter control                 | 385.00       |
| FASTENAL COMPANY                      | Health/safety                  | 183.15       |
| GRAHAM CONSTRUCTION CO.               | MRF                            | 111,800.50   |
| GRAINGER                              | Parts/small tools/supplies     | 8,111.28     |
| GRAPHITE CONSTRUCTION GROUP INC       | MRF                            | 271,781.22   |
| GRIMES, CITY OF                       | Utilities                      | 3,043.90     |
| GRP & ASSOCIATES                      | Contract disposal              | 1,732.00     |
| HANIFEN CO. INC.                      | Parts/labor                    | 277.50       |
| HEALTHCARE MARKETING MAKEOVERS, LLC   | Public information/promotion   | 350.00       |
| HEARTLAND DOOR & FRAME, INC.          | Parts/labor/preventive maint   | 165.00       |
| HIRE QUALITY SOLUTIONS                | Temporary labor                | 978.20       |
| HIRE QUEST, LLC                       | Temporary labor                | 907.46       |
| HOUSBY HEAVY EQUIPMENT                | Parts/labor/preventive maint   | 4,660.79     |
| HOUSBY MACK, INC.                     | Parts/labor/preventive maint   | 8,601.44     |
| INLAND TRUCK PARTS CO.                | Parts/labor/preventive maint   | 1,577.95     |
| IOWA STATE UNIVERSITY                 | MWA grant                      | 2,000.00     |
| IOWA WORKFORCE DEVELOPMENT            | Unemployment                   | 3.36         |
| IPERS                                 | Employer's share of IPERS      | 44,117.29    |
| IRS                                   | PCORI fee                      | 461.51       |
| J. A. KING & CO                       | Site maintenance/parts         | 120,382.80   |
| JO-RO ENTERPRISES, LTD                | Site maintenance               | 644.57       |
| KABEL BUSINESS SERVICES               | Employee benefit expense       | 8,408.80     |
| KABEL BUSINESS SERVICES               | Service fees                   | 73.20        |
| KEY COOPERATIVE                       | Equipment fuel                 | 10,523.12    |
| KOCH BROTHERS                         | Office supplies                | 5,105.32     |
| LEGACY MATERIAL LLC                   | Copper Recycle                 | 2,820.25     |
| LUBE-TECH & PARTNERS, LLC             | Equipment fuel                 | 21,537.08    |
| MHC KENWORTH - DES MOINES             | Parts/labor/preventive maint   | 771.63       |
| MIDAMERICAN ENERGY                    | Utilities                      | 8,073.03     |
| MIDWEST ALARM SERVICES                | Alarm/detection monitoring     | 20.00        |

|                                |   |                     |
|--------------------------------|---|---------------------|
| MIDWEST WHEEL COMPANIES        | Parts   | 507.90              |
| MUIR EMBROIDERY & SPORTS SHOP  | Health/safety   | 400.00              |
| NIELSEN, SUSAN                 | Mileage/expenses  | 21.28               |
| O'HALLORAN INTERNATIONAL, INC. | Parts/labor/prev maint                                  | 1,270.75            |
| ONE SOURCE                     | Background checks                                       | 105.90              |
| O'REILLY AUTO PARTS            | Parts/small tools/supplies                              | 393.57              |
| OVERHEAD DOOR COMPANY          | Building maintenance                                    | 1,010.32            |
| PABCO INDUSTRIES, LLC          | Yard waste bags   | 57,093.66           |
| PFM FINANCIAL ADVISORS LLC     | MRF financing   | 20,000.00           |
| POMP'S TIRE SERVICE, INC.      | Tire/track repairs                                      | 1,435.66            |
| PURCELL PRINTING               | Printing  | 1,580.15            |
| RSM US LLP                     | Consulting/prof service/dues                            | 3,099.39            |
| SCOTT'S AUTO GLASS LLC         | Parts/labor   | 200.00              |
| SENECA COMPANIES               | Leachate collection                                     | 2,907.98            |
| SOCIAL SECURITY ADMINISTRATION | Employer's share of FICA                                | 56,503.91           |
| SOUTHWESTERN SALES COMPANY     | Cover material  | 5,862.27            |
| SPECK USA                      | Building maintenance                                    | 925.00              |
| SUMMIT COMPANIES               | Fire extinguisher                                       | 1,015.00            |
| TIFCO INDUSTRIES               | Parts/small tools/supplies                              | 99.24               |
| TITAN MACHINERY                | Parts   | 1,760.09            |
| TREASURER STATE OF IOWA        | Sales tax   | 15,228.84           |
| UNIVERSITY OF IOWA, THE        | MWA grant   | 1,000.00            |
| UNIVERSITY OF NEBRASKA LINCOLN | MWA grant   | 1,000.00            |
| VAN WALL EQUIPMENT             | Parts/labor/preventive maint                            | 1,140.95            |
| VANTAGEPOINT TRANSFER AGENTS   | Employer's share deferred compensation                  | 13,011.33           |
| VERIZON                        | Phone expense   | 858.91              |
| WEST BANK                      | Credit card payment for misc office and travel expenses | 30,861.09           |
| WEST BANK                      | Service fees  | 432.33              |
| WEX                            | Fuel  | 2,794.14            |
| WRIGHT OUTDOOR SOLUTIONS       | Building services                                       | 534.00              |
| ZIEGLER, INC.                  | Part/labor/prev maint/subscrip                          | 63,589.04           |
| <b>Grand Total</b>             |   | <b>3,562,595.78</b> |

The MWA Executive Director and the Finance Administrator certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.



Michael McCoy, Executive Director



Joel Etienne, Finance Administrator



**METRO WASTE AUTHORITY  
BILLS PAID IN AUGUST 2021**

| Vendor Name                                | Services Provided              | Total      |
|--|--------------------------------|------------|
| A TECH, INC.                               | Security                       | 380.70     |
| ABC PEST CONTROL                           | Building services              | 45.00      |
| ABM PARKING                                | Parking                        | 12,600.00  |
| ACCESS SYSTEMS                             | Office printing                | 332.50     |
| ACCURATE HYDRAULICS & MACHINE              | Parts/labor                    | 1,234.75   |
| ADVENTURE LIGHTING                         | Electrical supplies            | 743.81     |
| AERATION INDUSTRIES INT'L INC.             | CWTS                           | 8,765.00   |
| AFLAC                                      | Insurance premium              | 476.64     |
| AIR FILTER SALES                           | Building services              | 386.01     |
| AIR MACH INC.                              | Site maintenance               | 813.00     |
| ALL FORMS & SUPPLIES, LTD                  | Office supplies                | 244.40     |
| ALLENDER BUTZKE ENGINEERS, INC.            | Engineering fees               | 11,566.65  |
| AMERICAN SECURITY                          | Security                       | 1,103.61   |
| ANFAB INC                                  | Drop off expense               | 1,028.21   |
| ANKENY SANITATION                          | Waste/drop off/contract expens | 235,229.20 |
| ARAMARK UNIFORM SERVICES, INC.             | Rags/mats/supplies             | 1,742.00   |
| ARCHITECTURAL WALL SYSTEMS, LLC            | MRF                            | 99,334.18  |
| ARSENault ASSOCIATES                       | Computer supplies/maintenance  | 3,090.00   |
| ASI  | Computer supplies/maint/fees   | 900.00     |
| A-TEC RECYCLING, INC.                      | Contract disposal              | 5,640.83   |
| ATLANTIC BOTTLING COMPANY                  | Office supplies                | 86.73      |
| AUREON COMMUNICATIONS                      | Telephone expense              | 17,077.88  |
| BLACKHAWK AUTOMATIC SPRINKLERS             | Health/safety                  | 1,924.00   |
| BONDURANT FARRAR COMMUNITY SCHOOL DISTRICT | MWA Grant                      | 781.25     |
| BONDURANT, CITY OF                         | Utilities                      | 117.14     |
| BOOT BARN                                  | Health/safety                  | 169.99     |
| BRICK GENTRY P.C.                          | Legal fees                     | 6,175.50   |
| CAMP TOWNSHIP FIRE DEPT. - HOST FEES       | Host fees                      | 3,763.57   |
| CAPITAL CITY EQUIPMENT CO.                 | Equipment/parts/labor          | 2,440.70   |
| CAPITAL SANITARY SUPPLY CO INC             | Office supplies                | 135.20     |
| CAROLINA SOFTWARE                          | Computer supplies/maintenance  | 2,800.00   |
| CENTRAL IOWA MECHANICAL                    | Site maintenance               | 2,058.00   |
| CENTRAL STATES ROOFING                     | MRF                            | 7,980.00   |
| CENTRAL UNITED LIFE INSURANCE              | Life insurance                 | 608.88     |
| CHAMPLIN TIRE RECYCLING, INC               | Tire processing                | 3,361.80   |
| CHRISTENSEN DEVELOPMENT 1 LLC              | Consulting fees                | 20,000.00  |
| CITY GARDENS, INC                          | Site maintenance               | 15,916.68  |
| CITY OF DES MOINES                         | Lease/leachate processing      | 44,284.37  |
| CITY OF PERRY                              | Leachate processing            | 3,485.80   |
| CLEAN DES MOINES, INC.                     | Janitorial services            | 1,304.00   |
| CLEAN HARBORS ENV. SERVICE INC             | Contract disposal              | 28,013.11  |
| COLLEEN FOWLE                              | MWA Grant                      | 300.00     |
| COLORADO MESA UNIVERSITY                   | MWA Grant                      | 1,000.00   |
| COMMONWEALTH ELECTRIC COMPANY              | Site maintenance               | 5,564.06   |
| COMMUNICATION INNOVATORS INC               | Computer supplies/maintenance/ | 5,250.09   |
| COMPETITIVE EDGE                           | Public information/promotion   | 12,337.35  |
| Concrete Technologies Inc.                 | MRF                            | 168,433.81 |
| CONSTRUCTION & AGGREGATE PRODUCTS          | Leachate maintenance/collectio | 1,144.00   |
| CONTROLLED ACCESS OF THE MIDWEST, LLC      | Site maintenance               | 3,463.70   |
| CPI TECHNOLOGIES, LLC                      | Phone system                   | 150.00     |
| CRYSTAL CLEAR                              | Office supplies                | 388.45     |
| CUTLER, SUSAN                              | Mileage/expenses               | 16.80      |
| DAN'S OVERHEAD DOOR                        | Repair services                | 990.00     |
| DAN'S OVERHEAD DOORS 4                     | Building repairs               | 1,126.76   |
| DARTMOUTH COLLEGE                          | MWA Grant                      | 1,000.00   |
| DARYLE J BENNETT II                        | Building services              | 650.00     |
| DATASHIELD CORP                            | Recycling expense              | 140.16     |

|   |                              |            |
|---|------------------------------|------------|
| DAVIS, KASSANDRA                                | Mileage/expenses             | 43.55      |
| DELUXE BUSINESS CHECKS AND SOLUTIONS            | Office supplies              | 371.49     |
| DES MOINES MOBILE WASH, INC                     | Preventive maintenance       | 3,138.40   |
| DES MOINES PUBLIC SCHOOLS                       | MWA Grant                    | 781.25     |
| DES MOINES REGISTER, THE                        | Advertising                  | 1,143.52   |
| DES MOINES SOLID WASTE                          | Yard waste collection        | 49,048.21  |
| DES MOINES WATER WORKS                          | Utilities                    | 1,595.04   |
| DIAM PEST CONTROL                               | Pest control                 | 742.00     |
| DOBBINS, EMILY                                  | Mileage/expenses             | 116.48     |
| DRAKE UNIVERSITY                                | Consulting fees              | 12,750.00  |
| ED M. FELD EQUIPMENT COMPANY, INC               | Health/safety                | 303.00     |
| ELECTRONIC ENGINEERING CO.                      | Parts                        | 10,276.88  |
| ELLIOTT EQUIPMENT CO.                           | Parts/labor                  | 577.81     |
| EMSL ANALYTICAL, INC                            | Asbestos testing             | 1,032.00   |
| ETC GRAPHICS, INC.                              | Signage                      | 4,344.50   |
| EXCEL MECHANICAL CO., INC.                      | MRF                          | 216,907.80 |
| EXPRESS LAUNDRY                                 | Floor mats                   | 250.00     |
| FAIRBANKS SCALES                                | Site maintenance             | 998.00     |
| FAST SIGNS                                      | Trailer wraps                | 450.57     |
| FASTENAL COMPANY                                | Health/safety                | 1,006.13   |
| FINISHING TOUCHEZ                               | Site maintenance             | 382.66     |
| FIRST CHOICE SERVICES / US COFFEE               | Office supplies              | 198.29     |
| FLYNN WRIGHT                                    | Public information/promotion | 29,807.78  |
| FOREST GREASE & COMMERCIAL LLC                  | Building services            | 782.89     |
| FOX VALLEY FIRE & SAFETY CO INC                 | Parts/labor                  | 6,101.30   |
| FREIGHTLINER OF DES MOINES, INC                 | Parts                        | 1,802.99   |
| GARLAND'S INC.                                  | Self dumping hopper          | 6.05       |
| GENERAL FIRE & SAFETY OMAHA                     | Parts/labor/preventive maint | 163.60     |
| GHD SERVICES INC                                | Professional fees            | 1,788.75   |
| GO GREEN ENVIRONMENTAL SERVICES, LLC            | Parts/labor/preventive maint | 500.00     |
| GOODYEAR TIRE & RUBBER CO                       | Tire/track repairs           | 304.72     |
| GRACE LABEL, INCORPORATED                       | Outside printing             | 2,058.60   |
| GRAHAM CONSTRUCTION CO.                         | MRF                          | 203,782.70 |
| GRAINGER  | Parts/small tools/supplies   | 252.45     |
| GRAPHITE CONSTRUCTION GROUP INC                 | MRF                          | 413,701.85 |
| GREAT CATERERS OF IOWA                          | Meetings                     | 60.00      |
| GREENE COUNTY TREASURER                         | Parts/labor/preventive maint | 945.00     |
| GREENER ALTERNATIVES                            | Site maintenance             | 200.00     |
| GRIMES CITY HALL                                | Utilities                    | 280.40     |
| GRIMES, CITY OF                                 | Utilities                    | 406.15     |
| GROUP CREATIVE SERVICES LLC                     | MRF                          | 1,000.00   |
| GRP & ASSOCIATES                                | Contract disposal            | 1,964.00   |
| HANNAH BENGTON                                  | MWA Grant                    | 300.00     |
| HAWKEYE TRUCK EQUIPMENT                         | Parts                        | 260.36     |
| HDR ENGINEERING, INC.                           | Engineering services         | 14,871.82  |
| HEALTHCARE MARKETING MAKEOVERS, LLC             | Public information/promotion | 350.00     |
| HEARTLAND DOOR & FRAME, INC.                    | Parts/labor/preventive maint | 165.00     |
| HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO. | Medical insurance            | 645.00     |
| HIEMSTRA TRUCKING LLC                           | Leachate processing          | 6,750.00   |
| HIRE QUALITY SOLUTIONS                          | Temporary labor              | 2,016.70   |
| HIRE QUEST, LLC                                 | Temporary labor              | 4,203.62   |
| HIRERIGHT SOLUTIONS INC.                        | Health/safety                | 168.25     |
| HOLM'S/AMERICAN RADIATOR LLC                    | Parts/labor                  | 825.70     |
| HOTSY CLEANING SYSTEMS                          | Parts/labor                  | 3,070.58   |
| HOUSBY HEAVY EQUIPMENT                          | Parts/labor/preventive maint | 3,519.48   |
| HOUSBY MACK, INC.                               | Parts/labor/preventive maint | 5,818.53   |
| HY-VEE - ALTOONA                                | Supplies/meetings            | 805.00     |
| HY-VEE INC.                                     | Supplies/meetings            | 705.16     |
| HY-VEE PERRY                                    | Supplies/meetings            | 526.39     |
| IMWCA   | WC Insurance                 | 50,873.00  |
| IN THE BAG                                      | Meetings                     | 219.25     |
| INLAND TRUCK PARTS CO.                          | Parts/labor/preventive maint | 9,992.91   |

|   |                                |            |
|---|--------------------------------|------------|
| INTEGRITY PRINTING LLC                                | Public information/promotion   | 275.00     |
| INTERSTATE POWER SYSTEMS                              | Parts/labor/preventive maint   | 3,805.68   |
| IOWA DEPT OF AG                                       | Site permit                    | 2,042.69   |
| IOWA DES MOINES SUPPLY                                | Janitorial supplies            | 787.60     |
| IOWA FIRE EQUIPMENT COMPANY                           | Fire alarm/inspection          | 480.00     |
| IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND | Medical insurance              | 30,506.08  |
| IOWA METHODIST OCCUP. MEDICINE                        | DOT px/workers' comp           | 1,430.00   |
| IOWA PUMP WORKS                                       | Leachate collection            | 3,308.27   |
| IPERS   | Employer's share of IPERS      | 66,241.47  |
| J PETTIECORD  | Equipment rent                 | 895.00     |
| J R MILLER & ASSOCIATES INC                           | Consulting/prof service/dues   | 3,278.00   |
| J. A. KING & CO                                       | Site maintenance/parts         | 1,200.88   |
| JACQUELINE WILL                                       | Mileage/expenses               | 100.80     |
| JARED MARTINSEN                                       | MWA Grant                      | 300.00     |
| JASON THOMPSON  | MWA Grant                      | 300.00     |
| JD WELDING & MACHINE LLC                              | Parts                          | 658.53     |
| JETCO, INC  | Leachate maintenance/collectio | 1,986.40   |
| JOHNSON CONTROLS SECURITY SOLUTIONS LLC               | Alarm/detection monitoring     | 477.90     |
| JOHNSTON COMMUNITY SCHOOL DISTRICT                    | MWA Grant                      | 1,562.50   |
| JO-RO ENTERPRISES, LTD                                | Site maintenance               | 1,104.00   |
| KABEL BUSINESS SERVICES                               | Employee benefit expense       | 5,815.56   |
| KABEL BUSINESS SERVICES                               | Service fees                   | 73.20      |
| KAL SERVICES, INC.                                    | Yard waste collection          | 4,340.58   |
| KATHRYN BUNCE   | MWA Grant                      | 300.00     |
| KEY COOPERATIVE                                       | Equipment fuel                 | 40,367.66  |
| KEystone  | Repair services                | 559.86     |
| KIERRA HORTON   | Mileage/expenses               | 67.20      |
| KIRKWOOD COMMUNITY COLLEGE                            | MWA Grant                      | 1,000.00   |
| KNAPP PROPERTIES                                      | Building services              | 1,128.75   |
| KNAPP PROPERTIES                                      | Management Fee                 | 4,359.68   |
| KOCH BROTHERS   | Office supplies                | 1,712.76   |
| LABSOURCE, INC  | Health/safety                  | 2,127.72   |
| LARRY'S WINDOW SERVICE, INC.                          | Building services              | 465.00     |
| LAWSON PRODUCTS, INC                                  | Parts/labor/preventive maint   | 144.82     |
| LUBE-TECH & PARTNERS, LLC                             | Equipment fuel                 | 768.60     |
| LUTHER COLLEGE  | MWA Grant                      | 1,000.00   |
| MACKENSI BURNS  | Mileage/expenses               | 28.84      |
| MADISON BEELER  | MWA Grant                      | 300.00     |
| MAILFINANCE INC                                       | Mailing expense                | 2,748.82   |
| MAIN STREET SCHOOL INC                                | MWA Grant                      | 781.25     |
| MARTIN MARIETTA MATERIALS                             | Site maintenance               | 8,342.35   |
| MCANINCH  | MRF                            | 143,158.15 |
| MCDONALD SUPPLY                                       | Repair services                | 24.78      |
| MCMASTER-CARR SUPPLY CO.                              | Leachate maintenance/collectio | 1,085.30   |
| McNeilus Truck and MFG. CO.                           | Parts/labor/preventive maint   | 823.32     |
| MENARDS-ALTOONA                                       | Supplies                       | 527.40     |
| METRO WASTE AUTHORITY                                 | Petty Cash                     | 115.39     |
| MHC KENWORTH - DES MOINES                             | Parts/labor/preventive maint   | 8,766.67   |
| MICHAELLA KLEINMEYER                                  | MWA Grant                      | 300.00     |
| MICHELE CLAYTON                                       | MWA Grant                      | 300.00     |
| MIDAMERICAN ENERGY                                    | Utilities                      | 12,194.41  |
| MIDWEST WHEEL COMPANIES                               | Parts                          | 1,182.14   |
| MMC CONTRACTORS                                       | Building services              | 1,092.00   |
| MMC CONTRACTORS IOWA, INC.                            | Bldg repairs/site maintenance  | 12,616.35  |
| MOTOR PARTS WAREHOUSE, INC                            | Parts/small tools/supplies     | 370.37     |
| MURPHY TRACTOR & EQUIPMENT CO.                        | Preventive maintenance         | 1,717.88   |
| NAPA DISTRIBUTION CENTER                              | Parts/small tools/supplies     | 349.23     |
| NATIONWIDE OFFICE CLEANERS LLC                        | Janitorial services            | 1,575.70   |
| NEWPORT GROUP INC                                     | Consulting fees                | 1,440.00   |
| NIELSEN, SUSAN  | Mileage/expenses               | 63.84      |
| NORTH POLK COMMUNITY SCHOOLS                          | MWA Grant                      | 1,562.50   |
| NORWALK COMMUNITY SCHOOLS                             | MWA Grant                      | 781.25     |

|                                 |                               |           |
|---------------------------------|-------------------------------|-----------|
| ODORGON                         | Parts                         | 2,300.91  |
| O'HALLORAN INTERNATIONAL, INC.  | Parts/labor/prev maint        | 1,403.37  |
| ONE SOURCE                      | Background checks             | 148.20    |
| O'REILLY AUTO PARTS             | Parts/small tools/supplies    | 672.32    |
| OTIS                            | Elevator inspection           | 375.00    |
| OVERHEAD DOOR COMPANY           | Building maintenance          | 1,580.05  |
| PABCO INDUSTRIES, LLC           | Yard waste bags               | 28,546.83 |
| Paylocity                       | Professional fees             | 4,489.99  |
| PDM                             | MRF                           | 60,711.65 |
| PER MAR                         | Security                      | 266.97    |
| PETERBILT OF DES MOINES         | Parts/labor/preventive maint  | 1,211.33  |
| PETERSON CONTRACTORS, INC.      | Contracted fly ash hauler     | 29,503.95 |
| POMP'S TIRE SERVICE, INC.       | Tire/track repairs            | 29,536.51 |
| PRAIRIE AG SUPPLY, INC.         | Site maintenance              | 328.43    |
| PRAXAIR DISTRIBUTION INC.       | Welding supplies              | 410.28    |
| PROSPERITY JANITORIAL           | Janitorial services           | 3,488.68  |
| PURCELL PRINTING                | Printing                      | 1,554.19  |
| PUSH PEDAL PULL INC.            | Equipment                     | 8,799.68  |
| QUICK OIL CO.                   | Equipment fuel                | 64,725.77 |
| R & R REALTY GROUP              | operating funds               | 6,059.46  |
| R ROGERS SEPTIC LLC             | Site maintenance              | 850.00    |
| RDO INTEGRATED CONTROLS         | Parts/labor                   | 2,086.38  |
| RED WING SHOE STORE             | Health/safety                 | 747.55    |
| REHRIG PACIFIC COMPANY          | Curbside cart expense/repair  | 84,680.32 |
| RELIANCE STANDARD LIFE          | Insurance premium             | 10,314.24 |
| RENALD DAEMICKE                 | MWA Grant                     | 300.00    |
| REPUBLIC COMPANIES              | Parts/labor/preventive maint  | 425.93    |
| REPUBLIC SERVICES INC           | Leachate processing           | 8,060.11  |
| ROAD MACHINERY & SUPPLIES,CO.   | Parts/preventive maintenance  | 78.75     |
| RSM US LLP                      | Consulting/prof service/dues  | 14,583.11 |
| RSM US PRODUCT SALES LLC        | Computer supplies/maint/fees  | 3,608.30  |
| RUETER'S                        | Parts/preventive maintenance  | 5,586.60  |
| SCHAEFER HAULING, INC.          | Equipment rent                | 1,118.00  |
| SCHILDBERG CONSTRUCTION CO INC  | Parts/labor/preventive maint  | 7,032.74  |
| SCHIMBERG CO                    | Parts                         | 9,149.52  |
| SCHUMACHER ELEVATOR CO          | MRF                           | 85,143.00 |
| SCS FIELD SERVICES              | Engineering services          | 15,781.28 |
| SECRETARY OF STATE              | Public information/promotion  | 30.00     |
| SECURITY EQUIPMENT INC          | Building repairs              | 592.00    |
| SHARE MARKETING                 | Consulting fees               | 8,750.00  |
| SIERRA WORKFORCE SOLUTIONS      | Computer supplies/maint/fees  | 1,646.50  |
| SINK PAPER & PACKAGING          | Yard bag storage/distribution | 6,964.98  |
| SIOUX CITY TARP, INC            | Parts                         | 8,997.00  |
| SMITH'S SEWER SERVICE INC.      | Site maintenance              | 532.20    |
| SOCIAL SECURITY ADMINISTRATION  | Employer's share of FICA      | 35,775.74 |
| SOUTHEAST POLK COMM SCHOOL-HOST | Host fees                     | 7,527.15  |
| SOUTHWESTERN SALES COMPANY      | Cover material                | 5,830.94  |
| SPINUTECH                       | Website/social media          | 863.75    |
| SPLIT ROCK STUDIOS              | Public information/promotion  | 24,500.00 |
| STAPLES BUSINESS ADVANTAGE      | Office supplies               | 59.24     |
| STATE FOREST NURSERY            | MWA Grant                     | 45.00     |
| STRAUB MARKETING                | Employee Recognition          | 374.63    |
| STRAUSS SECURITY SOLUTIONS      | Security                      | 593.90    |
| SUMMIT COMPANIES                | Fire extinguisher             | 3,223.25  |
| SUPERIOR JETTING, INC.          | Leachate maintenance          | 9,340.00  |
| SWANA                           | Dues/subscription/fee         | 223.00    |
| TANYA APANA                     | MWA Grant                     | 300.00    |
| TARPOMATIC, INC.                | Cover material                | 3,845.79  |
| TEEMARK CORPORATION             | Health/safety                 | 17.22     |
| TESTAMERICA LABORATORIES, INC   | Environmental monitoring      | 5,076.40  |
| THE WALLING COMPANY             | karynd@thewallingcompany.com  | 225.00    |
| THERMO ENVIRONMENTAL INST INC   | Environmental monitoring      | 1,170.00  |

|                                     |   |                     |
|-------------------------------------|---|---------------------|
| THORPE WATER DEVELOPMENT            | Site maintenance  | 1,421.92            |
| TIFCO INDUSTRIES                    | Parts/small tools/supplies                              | 1,459.45            |
| TITAN MACHINERY                     | Parts   | 4,161.55            |
| TOTER, LLC                          | Cart Expense  | 6,216.00            |
| TREASURER STATE OF IOWA             | Sales tax   | 12,155.36           |
| TRI-CITY ELECTRIC CO OF IOWA        | MRF   | 242,851.93          |
| TRUENORTH COMPANIES                 | Dues/subscription/fee                                   | 5,000.00            |
| URBANDALE COMMUNITY SCHOOL DISTRICT | MWA Grant   | 1,562.50            |
| URBANDALE PUBLIC WORKS DEPT.        | Yard waste collection                                   | 45,725.06           |
| VALLEY ENVIRONMENTAL SERVICES       | Contract disposal                                       | 109.00              |
| VAN WALL                            | Parts/labor/preventive maint                            | 385.22              |
| VAN WALL EQUIPMENT                  | Parts/labor/preventive maint                            | 2,021.06            |
| VANTAGEPOINT TRANSFER AGENTS        | Employer's share deferred compensation                  | 8,860.90            |
| VERIZON WIRELESS                    | Computer supplies/maintenance                           | 2,479.49            |
| VERMEER SALES & SERVICE INC.        | Parts   | 7,382.99            |
| VIKING AUTOMATIC SPRINKLER COMPANY  | Health/safety   | 360.00              |
| W. W. GRAINGER, INC.                | Office supplies   | 58.35               |
| WASTE CONNECTIONS OF IOWA           | Contract management revenue                             | 23,261.36           |
| WASTE CONNECTIONS, INC.             | Waste collection/tire processi                          | 145,042.28          |
| WASTE MANAGEMENT (YARD WASTE)       | Yard waste collection                                   | 27,139.31           |
| WASTE MANAGEMENT OF IOWA            | Curbside/drop off/waste coll                            | 69,522.38           |
| WASTE MANAGEMENT OF IOWA, INC.      | Contract management revenue                             | 9,572.52            |
| WASTE SOLUTIONS OF IOWA             | Building services                                       | 2,740.00            |
| WAYNE DALTON OF CENTRAL IOWA        | Building repairs  | 5,815.50            |
| WEST BANK                           | Credit card payment for misc office and travel expenses | 21,763.90           |
| WEST BANK                           | Service fees  | 344.72              |
| WEX INC                             | Fuel  | 2,694.04            |
| WILLCO INC                          | Parts/labor/preventive maint                            | 1,411.20            |
| WILLIAMSON'S REPAIR                 | Equipment maintenance                                   | 2,501.71            |
| WRIGHT OUTDOOR                      | Building services                                       | 178.00              |
| WRIGHT OUTDOOR SOLUTIONS            | Building services                                       | 237.00              |
| ZEVEZ CORP                          | Computer supplies/maint/fees                            | 1,498.00            |
| ZIEGLER, INC.                       | Part/labor/prev maint/subscrip                          | 43,702.22           |
| <b>Grand Total</b>                  |   | <b>3,537,567.97</b> |

The MWA Executive Director and the Finance Administrator certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.



Michael McCoy, Executive Director



Joel Etienne, Finance Administrator

**Metro Waste Authority Board****Monthly Board Meeting****September 15, 2021****CONSENT AGENDA ITEM 09**

---

**ITEM:**

Approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

**SUMMARY:**

This extension extends the Revenue Sharing with Respect to the Collection of Solid Waste Agreement to June 30, 2022.

**DISCUSSION POINTS:**

This annual agreement identifies the revenue share owed to ASI, Waste Connections, and Waste Management for the collection of bulky waste, extra waste and appliances through Metro Waste Authority's Large and Extra Item Sticker program. The agreement has been reviewed and approved by all affected haulers.

**STAFF RECOMMENDATION:**

Staff recommends the approval of Extension to Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

**HISTORY/PROJECT ANALYSIS:**

This is the eighth annual renewal of this agreement between Metro Waste Authority and the three solid waste haulers.

**ATTACHMENTS:**

Attachment A - Agreement for Revenue Sharing with Respect to the Collection of Solid Waste.

**CONTACT:**

Cassie Riley, community relations manager, 515.323.6502

## AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE

This AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE (this "Agreement") is made and entered into this 1st day of September 2021, by and among **Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("MWA"), **Waste Connections of Iowa, Inc.**, an Iowa corporation ("WCI"), **Waste Management of Iowa, Inc.**, an Iowa corporation ("WMI") and **Ankeny Sanitation, Inc.**, an Iowa corporation ("ASI").

### RECITALS

- A. On or around June 16, 2010, MWA and WCI entered into a certain Agreement for the Collection of Solid Waste (the "WCI Agreement"), whereby WCI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- B. On or around March 16, 2011, MWA and WMI entered into a certain Agreement for the Collection of Solid Waste (the "WMI Agreement"), whereby WMI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- C. On or around December 10, 2012, MWA and ASI entered into a certain Agreement for the Collection of Solid Waste (the "ASI Agreement"; together with the WCI Agreement and the WMI Agreement, the "Collection Agreements"), whereby ASI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- D. In accordance with Section 7.3.7 of each of the Collection Agreements, each of WCI, WMI and ASI (collectively, the "Contractors") have agreed to collect Appliances (as defined in the Collection Agreements) and Bulky Waste Collection (as defined in the Collection Agreements) pursuant to certain requirements and compensation as more specifically set forth therein.
- E. MWA and each Contractor hereby desire to enter into this Agreement in order to set forth the revenue sharing by and among MWA and each Contractor for the collection of Appliances and Bulky Waste Collection.

### AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Defined Terms. Terms not otherwise defined herein shall have the definition as set forth in the Collection Agreements.

2. Collection Agreements. Each of the parties hereto agrees and acknowledges that each of the Collection Agreements and the terms of them shall continue in full force and effect. In the event of a conflict between the provisions of the any of the Collection Agreements and this Agreement, the provisions of such Collection Agreement shall prevail.

3. Term. This Agreement shall be effective July 1, 2021 through June 30, 2022. This Agreement may be mutually extended from year to year upon written agreement of the parties.

4. Section 7.3.7 of the Collection Agreements. Each of the parties hereto agrees and acknowledges that it has agreed to the following provision in Collection Agreement ("Section 7.3.7"):

**"7.3.7 Separate Bulky Waste/Appliance Collection Charges**

The cost to households for Bulky Waste collection will be \$1 for an extra bag or box that does not fit in the cart and \$5 for all Bulky Waste items that do not fit in the cart. Appliances will cost households \$35 each. MWA will sell Bulky Waste stickers to residents of the Participating Member Communities as follows:

- ♦ One extra bag or box sticker = \$ 1.00
- ♦ Bulky Waste item sticker = \$ 5.00

The extra bag must have a capacity no greater than thirty-five (35) gallons or equivalent size box. An appliance must have a total of seven (7) \$5 Bulky Waste item stickers applied.

MWA will retain issuance fees of \$0.10 for each \$1.00 sticker and \$0.20 for each \$5.00 sticker sold for the provision of the stickers and administration. Contractor will be paid the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to the Contractor for the collection and disposal of the Bulky Wastes and Appliances. Contractor will be paid based on the revenue as received by MWA which may be prior to the actual service being used by households. Sticker fees and revenue to the Contractor will not be subject to adjustment and will remain the same throughout the Agreement term and any extensions."

5. Revenue/Revenue Sharing. As a result of the Bulky Waste Collection and Appliance collection as set forth in Section 7.3.7, MWA will pay each Contractor, after retention of the issuance fees by MWA as set forth in Section 7.3.7, the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to Contractors for the Bulky Waste Collection and Appliance collection (the "Revenue"). MWA and each Contractor hereby agree that the Revenue shall be divided and distributed among each Contractor in accordance with the distribution as set forth in Exhibit A attached hereto. MWA and each Contractor hereby agree and acknowledge that the distribution as set forth in Exhibit A is a fair, true and accurate distribution of the Revenue among the Contractors.



6. Default. In the event that any party determines that another party has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of this Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon take whatever action it determined is necessary or appropriate to enforce or obtain performance of the provisions of this Agreement.

7. Notices. All notices, consents, approvals, communications, and requests of or to any of the parties to this Agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

For MWA:

Name: Cassie Riley  
 Title: Community Relations Manager  
 Address: 300 East Locust St., Ste 100  
 City, State: Des Moines, IA 50309

For WMI:

Name: Ammon Taylor  
 Title: Municipal Marketing Manager  
 Address: 201 SE 18<sup>th</sup> St.  
 City, State: Des Moines, IA 50317

For WCI:

Name: Brandon Leonard  
 Title: District Manager  
 Address: 4705 NE 22<sup>nd</sup> St.  
 City, State: Des Moines, IA 50313

For ASI:

Name: Andrew Larson  
 Title: Vice President  
 Address: 7002 SE Deleware Ave  
 City, State: Ankeny, IA 50021

8. Indemnity. Each Contractor shall indemnify and save harmless MWA, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of such Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that no Contractor shall be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees solely arising out of the willful or negligent act or omission of MWA, its officers, agents servants or employees.

9. Amendments. All provisions of this Agreement shall be strictly complied with and conformed to by Contractors; and no amendment to this Agreement shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall any such illegality or invalidity affect any legal or valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

12. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

13. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.

14. Further Assurances. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

**METRO WASTE AUTHORITY**

By: \_\_\_\_\_

Name: Michael McCoy

Title: Executive Director

**WASTE CONNECTIONS OF IOWA, INC.**

By:  \_\_\_\_\_

Name: Brandon Leonard

Title: District Manager

**WASTE MANAGEMENT OF IOWA, INC.**

By: \_\_\_\_\_

Name: Kent Harrell

Title: Director of Public Sector

**ANKENY SANITATION, INC.**

By: \_\_\_\_\_

Name: Andrew Larson

Title: Vice President

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.


**METRO WASTE AUTHORITY**

By: \_\_\_\_\_  
Name: Michael McCoy  
Title: Executive Director

**WASTE CONNECTIONS OF IOWA, INC.**

By: \_\_\_\_\_  
Name: Brandon Leonard  
Title: District Manager

**WASTE MANAGEMENT OF IOWA, INC.**

By:  \_\_\_\_\_  
Name: Kent Harrell  
Title: Director of Public Sector

**ANKENY SANITATION, INC.**

By: \_\_\_\_\_  
Name: Andrew Larson  
Title: Vice President

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

**METRO WASTE AUTHORITY**

By: \_\_\_\_\_  
Name: Michael McCoy  
Title: Executive Director

**WASTE CONNECTIONS OF IOWA, INC.**

By: \_\_\_\_\_  
Name: Brandon Leonard  
Title: District Manager

**WASTE MANAGEMENT OF IOWA, INC.**

By: \_\_\_\_\_  
Name: Kent Harrell  
Title: Director of Public Sector

**ANKENY SANITATION, INC.**

By:  \_\_\_\_\_  
Name: Andrew Larson  
Title: Vice President

**Exhibit A****Fiscal Year 2021-2022****Quarterly Revenue Share For MWA by and among  
Waste Connections of Iowa, Inc., Ankeny Sanitation, Inc., and Waste Management of Iowa, Inc.****100% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC.**

Cappel's Ace Hardware - 5003 EP True Parkway, West Des Moines  
 Hy-Vee - 1990 Grand Avenue, West Des Moines  
 Hy-Vee - Mills Civic, 555 S 51st Street, West Des Moines  
 Hy-Vee Drugstore - 1010 60th Street, West Des Moines  
 Vine Food & Liquor - 2704 Vine Street, West Des Moines

**100% OF REVENUE TO ANKENY SANITATION, INC.**

Cappel's Ace Hardware - 1120 Sunset Drive, Norwalk  
 City of Bondurant  
 City of Clive  
 City of Grimes  
 City of Johnston  
 City of Norwalk  
 City of Polk City  
 City of Windsor Heights  
 Fareway - 1101 S. 5th Street, Polk City  
 Hy-Vee - 7101 University Avenue, Windsor Heights  
 Johnston Hardware  
 Price Chopper - 5440 NW 86th St, Johnston

**86% OF REVENUE TO WASTE MANAGEMENT OF IOWA, INC.; 14% OF REVENUE TO ANKENY SANITATION, INC.**

Hy-Vee - 108 8th Street SW, Altoona

**80% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC.; 20% OF REVENUE TO ANKENY SANITATION, INC.**

Hy-Vee - 1005 E. Hickman Road, Waukee  
 Hy-Vee - 1700 Valley West Drive, West Des Moines  
 Hy-Vee - West Lakes, 1725 Jordan Creek Parkway, West Des Moines  
 Fareway - 329 Grand Avenue, West Des Moines  
 Menards - Clive 12000 Hickman Road  
 True Value - 100 Grand Avenue, West Des Moines

**100% OF REVENUE TO WASTE MANAGEMENT OF IOWA, INC.**

City of Altoona  
 City of Mitchellville  
 City of Pleasant Hill  
 City of Runnells  
 Hy-Vee - 4815 Maple Drive, Pleasant Hill  
 Altoona Hardware, Inc.

**Metro Waste Authority Board**

**Monthly Board Meeting**

**September 15, 2021**

**Agenda Item 10**

---

**ITEM:**

Approval Authorizing the Executive Director to Execute a Settlement Agreement Prepared by ICAP to Resolve Outstanding Employment Litigation Claim.

**SUMMARY:**

Allows the Executive Director to approve the settlement agreement with ICAP.

**DISCUSSION POINTS:**

Both Parties intend to resolve the issue with ICAP providing payout.

**STAFF RECOMMENDATION:**

Staff recommends approval agenda item.

**BUDGET REQUIREMENTS:**

ICAP will pay out settlement.

**CONTACT:**

Matt Brick, MWA legal counsel, 515.274.1450

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made by and between Des Moines Metropolitan Area Solid Waste Agency d/b/a Metro Waste Authority (“MWA”), Michael McCoy (“McCoy”), Leslie Irlbeck (“Irlbeck”), and Margaretta Geneser (“Geneser”) (collectively referred to herein as “the Parties”)

### **Recitals**

A. On or about April 15, 2019, Geneser filed a Petition at Law in the Iowa District Court in and for Polk County, Case No. LACL144197, against MWA, Michael McCoy, and Leslie Irlbeck. In the suit, Geneser alleged she was subjected to adverse actions, adverse employment actions, hostile work environment, and retaliation based on her age.

B. MWA, Michael McCoy, and Leslie Irlbeck denied, and continue to deny, the allegations on which Geneser based her claims.

C. The Parties now intend to resolve fully and completely any and all disputes, claims, issues and differences between them including, but not limited to, all claims alleged in the Petition at Law against MWA, Michael McCoy, and Leslie Irlbeck, and all other claims, demands, or causes of action which arose prior to the Effective Date of this Agreement

### **Agreement**

NOW THEREFORE, in consideration of the mutual promises and performances set forth herein, the sufficiency of which the Parties expressly acknowledge, the Parties hereby agree as follows:

1. **Non-Admission of Liability.** This Agreement shall not be construed as an admission by MWA or any of its elected officials or employees of any wrongdoing or any violation of any federal, state, or local statute or ordinance or any enforceable right of Geneser. MWA specifically disclaims any wrongdoing whatsoever against Geneser on the part of itself and its current or former officials, employees or agents.

2. **Payment.** On or after the Effective Date as defined in paragraph (4)(f) below, MWA or others on its behalf will pay the total sum of \$210,000.00 (Two Hundred Ten Thousand and 00/100) (“Settlement Amount”) in five checks described below:

A. A payroll check payable to Geneser in the gross amount of \$5,000.00 Dollars (Five Thousand Dollars and 00/100). This entire payment will be designated as wages and MWA will withhold all standard taxes related to wages therefrom including state income tax, federal income tax, and FICA. MWA shall issue a W-2 to Geneser for this payment. Both parties agree that this is an appropriate amount to compensate Geneser for lost wages under the specific facts and circumstances of her claim for lost wage damages.

B. A general check payable to Geneser in the amount of \$195,000.00 (One Hundred and Ninety-Five Thousand Dollars and 00/100), designated as compensatory



damages, including emotional distress. A 1099 will be issued with box 3 checked in the 1099 to Geneser.

C. A check payable to the Hannah Geneser Foundation (EIN 46-3641064) in the amount of \$10,000.00 (Ten thousand Dollars and 00/100) issued by MWA.

Geneser agrees to pay all taxes owed by her regarding to the Settlement Amount she receives pursuant to this Agreement.

3. **Release of All Claims.** In consideration of the promises and performances set forth herein, Geneser on behalf of herself, her successors and assigns hereby releases and forever discharges MWA and its current and former officers, employees, elected officials and agents, including Michael McCoy, Leslie Irlbeck, the Iowa Communities Assurance Pool, Public Entity Risk Services of Iowa, and Sedgwick Claims Management Services, Inc. and its affiliates, and each of their officers, directors, employees, elected officials, successors and assigns (“MWA Parties”) from any and all demands, claims, causes of action, obligations, agreements, promises, representations, damages, suits and liabilities whatsoever, of any kind or nature in law or in equity, that exists as of the date this Agreement is executed, whether developed or undeveloped, known or unknown, foreseen or unforeseen. Geneser acknowledges that Geneser consciously intends these consequences even as to claims for damages that may exist as of the date of this Agreement, but which Geneser does not known exist, and which, if known, would materially affect Geneser’s decision to execute this Agreement, regardless of whether Geneser lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The claims Geneser is releasing include (without limiting the generality of the foregoing) all claims, demands, or actions which were or could have been asserted by Geneser; all claims arising under the Family and Medical Leave Act (“FMLA”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Americans with Disabilities Act (“ADA”), the Fair Labor Standards Act (“FLSA”), the Employee Retirement Income Security Act of 1974, the Rehabilitation Act of 1973 (“ERISA”), the Civil Rights Act of 1868 (42 U.S.C. §§ 1981 and 1983); Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991, the Age Discrimination in Employment Act (“ADEA”), the Worker Adjustment and Retraining Notification Act (“WARN Act”), the Equal Pay Act of 1963, the Iowa Civil Rights Act of 1965 as codified in Iowa Code Chapter 216, Iowa Code chapters 91A, 92, 729, and 729A, Iowa Code section 607A.45, Iowa Code section 49.109, any other federal, state, or local statute or regulation, including but not limited to those regarding employment, discrimination in employment, age discrimination, disability discrimination, employee benefits discrimination, harassment, sexual harassment, retaliatory discharge, payment of wages, the termination of employment, defamation, tortious interference with contract, tortious interference with economic advantage or other intentional torts; and any claims arising under the common law of the State of Iowa or any other state, except for claims which cannot be legally released.

In consideration of the promises and performances set forth herein, the MWA Parties hereby release Geneser and forever discharges her from any and all demands, claims, causes of action, obligations, agreements, promises, representations, damages, suits and liabilities whatsoever, of any kind or nature in law or in equity, that exists as of the date this Agreement is executed, whether developed or undeveloped, known or unknown, foreseen or unforeseen.

4. **Specific Release of ADEA Claims.** In further consideration of the promises and performance set forth herein, Geneser hereby releases and forever discharges MWA and the MWA Parties from any and all claims Geneser has or may have as of the date this Agreement is executed, both known or unknown, arising under the Age Discrimination in Employment Act (“ADEA”), as amended, and its implementing regulations. By signing this Agreement, Geneser hereby acknowledges and confirms that:

- (a) Geneser has read this Agreement in its entirety and understands all its terms;
- (b) Geneser have been advised in writing of the right to consult with an attorney of Geneser’s choosing and has consulted with such counsel as she believed was necessary before executing this Agreement.
- (c) Geneser knowingly, freely, and voluntarily assents to all of the terms and conditions set out in this Agreement including, without limitation, the release and covenants contained in it;
- (d) Geneser is executing this Agreement, including the release in exchange for good and valuable consideration;
- (e) Geneser has been given 21 days to consider the terms of this Agreement and consult with an attorney of her choice. She can waive the 21 days by signing this Agreement.
- (f) Geneser understands that she has seven (7) days from the date she signs this Agreement to revoke the release in this paragraph by delivering and ensuring receipt of notice of revocation to counsel for MWA, Brent L. Hinders, Hopkins & Huebner, P.C., 2700 Grand Ave., Suite 111, Des Moines, IA 50312 by mail or in person prior to the date of this seven-day period. The eighth (8<sup>th</sup>) day after Geneser signs this Agreement will be the Effective Date;
- (g) Geneser understands that the release contained in this paragraph does not apply to rights and claims that may arise after she signs this Agreement; and
- (h) This Release was delivered to Geneser’s attorney on April 30, 2021.

5. **Agreement Not to Seek Re-Employment.** Geneser understand and agrees that she will not apply for employment directly with or otherwise seek to be hired by MWA. Geneser specifically agrees that this provision is appropriate and is not considered by her to be discriminatory or retaliatory in any manner. In the event Geneser applies for such employment, MWA shall have no obligation to consider her application, and such failure shall not constitute legally actionable conduct.

6. **Interpretation of Agreement.** The Parties and their attorneys have reviewed this Agreement, and accordingly, this Agreement shall not be construed for or against any party by reason of source of drafting. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each

such portion, provision, or part of this agreement and release shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

7. **Warranty of Authority to Execute Agreement.** The signatories to this Agreement represent and warrant that each has the right and authority to execute this Agreement in their individual and/or representative capacity, as applicable. In entering into this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth within this Agreement. The Parties intend this Agreement to be legally binding. The Parties are legally able to give and entitled to receive the consideration being provided in settlement of Geneser's Claims. The Parties have not been involved in any bankruptcy or other insolvency proceedings at any time since the aforementioned Complaint was filed.

8. **Third Party Interests.** Geneser represents that she knows of no person or entity who/that has paid any amount on her behalf for which any other person or entity may seek, claim or attempt to recover as a subrogee of Geneser against MWA. If such lienholder, subrogee, or any person/entity with a third-party interest exists, Geneser agrees to satisfy those third-party interests out of the settlement proceeds which Geneser receives and further agrees to indemnify MWA for any such claims or interests that are asserted thereby. Geneser further represents that Geneser has not assigned any of the Claims to any other person or entity.

9. **Entire Agreement.** This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations, and agreements, written or oral.

10. **Amendment, Modification, Waiver.** This Agreement may not be amended, modified, or changed unless the changes are in writing and signed by all of the Parties hereto. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

11. **Additional Representations.** The Parties, without further consideration, agree to execute and deliver such other documents and take such other action as may be necessary to affect delivery of the Settlement Amount and the dismissal of all claims with prejudice, each Party paying their own costs, including, but not limited to execution of necessary documents to dismiss the Claims and Complaint with prejudice and timely deliver payment of the Settlement Amount noted above.

12. **Fees and Costs.** Each party hereto will bear its respective costs and fees, including attorneys' fees and mediator fees incurred in the litigation of this matter, except for the payments noted within Paragraph 2 above.

13. **Choice of Law; Consent to Jurisdiction.** This Agreement will be governed by and construed under the laws of the state of Iowa. The Parties understand that they consent to the personal jurisdiction of the state and federal courts in Iowa with respect to any action seeking to

enforce the terms of this Agreement. MWA agrees that it will abide by the Open Records Act, Iowa Code Chapter 22.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. Copies or facsimiles of signatures shall be the equivalent of original signatures.

15. **Board Approval.** Geneser acknowledges this Release is subject to the approval of the MWA Board of Directors. MWA agrees to present this Release to the MWA Board of Directors at the next meeting following the execution of this Release.

**Please read carefully. This document includes a release of substantial claims and rights you may have. By signing this document, you are acknowledging that you have read the foregoing document, that you understand its terms, and that you are freely and voluntarily signing the same after first bring advised to consult your own attorney.**

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

\_\_\_\_\_  
Margaretta Ann Geneser

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

\_\_\_\_\_  
Des Moines Metropolitan Area Solid Waste Agency

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

\_\_\_\_\_  
Michael McCoy

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

\_\_\_\_\_  
Leslie Irlbeck

**Metro Waste Authority Board**  
**Monthly Board Meeting**  
**September 15, 2021**  
**Agenda Item 11**

---

**ITEM:**

Approval of IT Personnel for Metro Waste Authority.

**SUMMARY:**

Metro Waste Authority (MWA) is in need of an internal IT position to help support the technological infrastructure across all facilities.

**DISCUSSION POINTS:**

Due to the Growth of MWA, there is a need to incorporate an internal IT position. Our current IT support is a third party that is off site. As the needs of our agency and staff have evolved, and we bring on our seventh facility with the MRF, this arrangement has become increasingly strained. The IT position is not budgeted in FY 21/22, however other approved positions remain unfilled.

**STAFF RECOMMENDATION:**

Staff recommends approval of creation of internal IT position.

**BUDGET REQUIREMENTS:**

Use current budgeting for open positions at MWA to fund IT position until it can be budgeted in FY 22/23.

**CONTACT:**

Michael McCoy, executive director, 515.323.6535