



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

MEMORANDUM

DATE: February 16, 2021

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, February 17, 2021, Board Meeting

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This month's board meeting is scheduled for Wednesday, February 17, 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 323.6535 (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:

Regular Agenda Items for Approval

8. **Resolution 02-21-03 – Approval of Land Acquisition for Metro Park East Landfill– Action Item**

The proposed land for purchase is to ensure adequate space is available for future management of waste at Metro Park East Landfill (MPE). The property owner has agreed to sell Metro Waste Authority the parcel of 3.0 acres, located south of MPE. Staff recommends approval.

9. **Resolution 02-21-04 – Approval of Compost It! Yard Waste Collection and Compost It! Program Agreement with Ankeny Sanitation, Inc. – Action Item**

Metro Waste Authority (MWA) contracts with private haulers for the collection of yard waste in member communities that participate in the Compost It! program. MWA and Ankeny Sanitation, Inc. (ASI) have drafted a contract to provide collection of yard waste in eight of the 11 member communities currently participating in the Compost It! program. ASI would be paid \$159.82 per ton for yard waste hauled to Metro Park East Landfill, on behalf of the Compost It! program. This contract would be in effect for one year, beginning April 1, 2021. Staff recommends approval.

10. **Resolution 02-21-05 – Approval of Extension to Compost It! Yard Waste Collection and Compost It! Program Agreement with Waste Management – Action Item**

Metro Waste Authority (MWA) and Waste Management (WM) have drafted a contract for collection of yard waste in three of the 11 communities that participate in the Compost It!

program. MWA entered the initial term of the Compost It! collection agreement in 2017, which was a three-year agreement. The contract allows mutually agreed upon extensions. WM requested a change to a per household payment model for all Compost It! yard waste delivered to the compost center at Metro Park East Landfill. As a result, the hauler would be paid \$2.53 per household in Altoona, Pleasant Hill, and Carlisle for the 2021-yard waste season.



**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 February 17, 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 7
5. Consideration of Minutes January 20, 2021, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 02-21-01 - Consideration of December 2020, Financial Statements – Action to Receive and File
7. Resolution 02-21-02 – Consideration of January 2021, Monthly Expenditures – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 8 through 10

8. Resolution 02-21-03 – Approval of Land Acquisition for Metro Park East Landfill – Action Item
9. Resolution 02-21-04 – Approval of Compost It! Yard Waste Collection and Composting Agreement with Ankeny Sanitation, Inc.– Action Item
10. Resolution 02-21-05 – Approval of Extension to Compost It! Yard Waste Collection and Composting Agreement with Waste Management – Action Item

12. Chair's Report

13. General Board Discussion and Other Business

14. Correspondence

15. Adjournment

March Executive/Finance Meeting: March 3, 2021, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

March Board Meeting: March 17, 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

January 20, 2021 Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Mark Holm, chair, called the January 20, 2021, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona
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
Tom Hockensmith, Polk County
Ron Pogge, Urbandale
Bret Hodne, West Des Moines
Susan Skeries, Windsor Heights

2. Resolution 01-21-01 – Approval of MWA Board of Director Officers for Calendar Year 2021 – Action Item

Moved by Polk County, seconded by Altoona, to approve the MWA Board of Director Officers for Calendar Year 2021. Motion carried unanimously by voice vote.

Ron Pogge, Urbandale, was voted in as chair and David Gisch, Grimes, was voted in as vice-chair.

Executive Director Michael McCoy recognized David McKay, Urbandale alternate, and Threase Harms, Windsor Heights primary, as outgoing board members. McCoy welcomed John Larson, Urbandale alternate, and Susan Skeries, Windsor Heights primary, to the Metro Waste Authority Board.

3. Approval of Regular Agenda

Moved by Ankeny, seconded by Clive, to approve the January 20, 2021, board meeting agenda as presented. Motion carried unanimously by voice vote.

4. 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:

5. Approval of Consent Agenda – Items 4 through 7
Moved by Clive, seconded by West Des Moines, to approve the Consent Agenda, items 4 through 7. Motion carried unanimously by voice vote.
6. Consideration of Minutes of December 16, 2020, Metro Waste Authority Board Meeting – Action for Approval
7. Resolution 01-21-02 -- Consideration of November 2020, Financial Statement - Action to Receive and File
8. Resolution 01-21-03 -- Consideration of December 2020, Monthly Expenditures - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 9

9. Resolution 01-21-04 - Approval of P-61, Cold Storage Building 1 Retrofit Completion at Metro Park East Landfill - Action Item
Moved by Clive, seconded by Johnston, to approve Resolution 01-21-04. Motion carried unanimously by voice vote.

Judi Mendenhall, director of recycling and diversion, reported the building was converted from a truck shed to the demanufacturing building. The project was completed on time and under budget, by Formation Group.

10. Director's Report
Michael McCoy, executive director, reviewed Metro Waste Authority's key priorities, highlighting the Material Recovery Facility. Adam Douglas, Graham Construction, reported the foundation for the tipping floor and pits for the conveyor belts have been completed. Within the next week, pre-cast walls will be placed, and by next month the concrete flooring will be poured.

McCoy reported Metro Waste Authority(MWA) staff are working with cities to set dates for 2021 spring clean-up.

McCoy reported MWA donated about 40 discarded Christmas trees to the City of Johnston for fish habitat in frozen fishponds.

McCoy reported MWA is working with Polk County Soil and Water to utilize the surplus of wood from trees disposed of due to the Derecho for five bioreactors that will create cleaner water in Camp Creek.

The February executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, February 3, 2021, at 12:00 pm.

The February board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, February 17, 2021 at 5:45 pm.

11. Chair's Report

Ron Pogge, chair, expressed appreciation to Mark Holm, Ankeny, for his years of service as Metro Waste Authority's Board Chair. Pogge congratulated McCoy on his 5th anniversary and shared successes during his tenure.

12. General Board Discussion and Other Business

David Gisch, Grimes, expressed interest in working with Sarah Borzo, education and outreach coordinator, to work with libraries for summer programs.

Dean O'Connor, Altoona, and Tom Hockensmith, Polk County, expressed gratitude to McCoy for his work as Executive Director.

13. Closed Session

Moved by Clive, seconded by Johnston, to enter closed session at 6:16 pm as provided in Iowa Code 21.5.1.j. to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed. No action was taken during the closed session. A motion was made by Clive, seconded by Johnston, to adjourn closed session at 6:34 pm. Motion carried unanimously by voice vote. The public meeting reconvened at 6:36 pm.

14. Adjournment

Moved by Ankeny, seconded by Des Moines, to adjourn the January 20, 2021, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:37 pm.

Michael McCoy, Executive Director

Ron Pogge, Chair

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

Vendor	Services Provided	Amount
ABM PARKING	Parking	6,000.00
ACCESS SYSTEMS	Office printing	332.50
ACCURATE COMMERCIAL	Cold storage building	24,335.72
ALL FORMS	Office supplies	172.60
ALLENDER BUTZKE	Engineering fees	13,087.74
AMERICAN FENCE	Site maintenance	1,191.92
ANKENY SANITATION	Waste/drop off/contract expense	267,358.09
ARAMARK	Rags/mats/supplies	791.20
ASPEN WASTE	Curbside/drop off/waste collection	3,806.25
A-TEC	Contract disposal	1,982.76
AUREON	Telephone expense	8,619.08
BETTER BUSINESS BUREAU	Dues/subscription/fee	655.00
BOOT BARN	Health/safety	1,593.12
BRICK GENTRY	Legal fees	19,929.00
CAMP TOWNSHIP FIRE DEPT	Host fees	2,711.43
CAPITAL CITY EQUIPMENT	Equipment/parts/labor	113.80
CAROLINA SOFTWARE	Computer supplies/maintenance/fees	2,100.00
CENTRAL IOWA MECHANICAL	Site maintenance	1,149.50
CENTRAL UNITED	Life insurance	274.49
CHAMPLIN TIRE RECYCLING	Tire processing	3,591.90
CHECKFLUID	Small equipment	556.10
CHRISTENSEN DEVELOPMENT	Consulting fees	35,000.00
CITY GARDENS	Site maintenance	2,925.00
CITY OF BONDURANT	Utilities	105.86
CITY OF DES MOINES	Lease/leachate processing	9,486.02
CITY OF GRIMES	Utilities	258.04
CL SMITH	Contract disposal	705.00
CLEAN DES MOINES	Janitorial services	3,390.40
CLEAN EARTH SYSTEMS	Contract disposal	1,520.00
CLEAN HARBORS ENVIRONMENTAL SERVICE	Contract disposal	8,237.49
COMMONWEALTH ELECTRIC	Site maintenance	5,808.93
CONSTRUCTION & AGGREGATE PRODUCTS	Leachate maintenance/collection	1,135.00
CONTROLLED ACCESS	Site maintenance	297.00
CPI	Phone system	150.00
CRYSTAL CLEAR	Office supplies	119.00
DATASHIELD	Recycling expense	64.56
DES MOINES MOBILE WASH	Preventive maintenance	971.80
DES MOINES REGISTER	Advertising	353.30
DES MOINES SOLID WASTE	Yard waste collection	24,207.92
DES MOINES WATER WORKS	Utilities	1,899.32
DIAM PEST	Pest control	258.00
ED M FELD EQUIPMENT	Health/safety	100.00
ELECTRICAL ENG	Parts/labor	212.50
ELECTRONIC ENGINEERING	Parts	261.28

EMPLOYEE AND FAMILY RESOURCES	Employee benefits	1,713.60
EMSL	Asbestos testing	781.75
EXCEL MECHANICAL	MRF	77,091.55
EXPRESS LAUNDRY	Floor mats	125.00
EXPRESS TARP	Litter control	2,040.00
FASTENAL	Health/safety	264.58
FERRELLGAS	Utilities/equipment fuel	6,853.60
FIRST CHOICE	Office supplies	20.50
FLYNN WRIGHT	Public information/promotion	9,275.22
FORMATION GROUP	Consultation/professional fees	1,398.98
FREIGHTLINER	Parts	305.48
GRAHAM CONSTRUCTION	MRF	215,490.36
GRAINGER	Parts/small tools/supplies	469.84
GRAPHITE CONSTRUCTION	MRF	435,280.46
GREGORY CONTAINER	Recycling containers	10,760.00
GRIMES CHAMBER OF COMMERCE	Dues/subscription/fee	470.00
GRP	Contract disposal	1,207.00
HAWKEYE TRUCK	Parts	206.50
HDR	Engineering services	6,489.79
HEALTHCARE MARKETING MAKEOVERS	Public information/promotion	350.00
HEAVY HIGHWAY FRINGE BENEFIT	Medical insurance	675.00
HILLTOP TIRE	Equipment maintenance	739.96
HIRE QUALITY SOLUTIONS	Temporary labor	1,333.30
HIRERIGHT	Health/safety	100.95
HOME DEPOT	Office supplies	22.72
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maintenance	10,891.62
HOUSBY MACK	Parts/labor/preventive maintenance	14,968.03
HY-VEE	Employee rewards programs	2,014.38
IMWCA	WC insurance	15,495.00
INLAND TRUCK PARTS	Parts/labor/preventive maintenance	444.60
IOWA DES MOINES SUPPLY	Janitorial supplies	348.46
IOWA LABORERS' DISTRICT COUNCIL	Medical insurance	32,576.76
IOWA METHODIST	DOT px/workers' comp	2,091.10
IOWA PHYSICIANS	DOT px/workers' comp	260.00
IOWA WORKFORCE	Unemployment tax	882.00
IPERS	Employer's share of IPERS	66,617.28
J A KING	Site maintenance/parts	2,517.76
JACQUELINE WILL	Mileage/expenses	46.00
JOEL T BUCKLIN	Parts	244.25
KABEL BUSINESS SERVICES	HRA disbursements/fees	8,022.74
KAL	Yard waste collection	402.26
KEY COOPERATIVE	Equipment fuel	54.00
KEYSTONE CONSTRUCTION	Building services	6,070.00
KOCH BROTHERS	Office supplies	24.10
LABSOURCE	Health/safety	269.90
LARRY'S WINDOW	Building services	310.00
LUBE-TECH	Equipment fuel	16,269.49
MANAGEMENT PROFESSIONALS	Property management fee/site maintenance	7,137.56
MANUFACTURERS' NEWS	Public information/promotion	193.06

MCANINCH	MRF Dirtwork	267,935.48
MHC KENWORTH	Parts/labor/preventive maintenance	9,067.35
MIDAMERICA RECYCLING	Curbside processing expense	37,027.01
MIDAMERICAN ENERGY	Utilities	19,308.86
MIDLAND POWER	Utilities	1,340.93
MMC CONTRACTORS	Bldg repairs/site maintenance	7,000.08
MOTOR PARTS	Parts/small tools/supplies	409.35
NAPA	Parts/small tools/supplies	87.57
NATIONWIDE OFFICE CLEANERS	Janitorial services	740.79
NEWPORT GROUP	Consulting fees	785.00
O'HALLORAN	Parts/labor/preventive maintenance	170.37
O'REILLY	Parts/small tools/supplies	2,404.25
OTIS	Elevator inspection	110.00
OVERHEAD DOOR COMPANY	Building maintenance	164.20
PDM	MRF	89,606.85
PER MAR	Security	137.50
PERRY CHAMBER OF COMMERCE	Dues/subscription/fee	250.00
PETERBILT	Parts/labor/preventive maintenance	49.40
PETERSON CONTRACTORS	Contracted fly ash hauler	28,686.45
POMP'S TIRE	Tire/track repairs	5,873.95
PRAXAIR	Welding supplies	191.60
PREMIER ELECTRIC	Building services	598.20
PROSPERITY JANITORIAL	Janitorial services	2,501.67
QUICK OIL	Equipment fuel	63,946.08
RELIANCE STANDARD	Insurance premium	3,377.28
REPUBLIC SERVICES	Leachate processing	1,700.00
RSM US	Consulting/professional service/dues	17,078.90
RSM US PRODUCT	Computer supplies/maintenance/fees	21,068.33
SCOTT'S AUTO GLASS	Parts/labor	150.00
SHARE MARKETING	Consulting fees	8,690.90
SIERRA	Computer supplies/maintenance/fees	1,020.00
SINK PAPER	Yard bag storage/distribution	133.92
SIOUX CITY TARP	Parts	732.08
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	33,325.40
SOUTHEAST POLK COMM SCHOOL	Host fees	5,422.85
STATE FOREST NURSERY	MWA grant	660.00
STENSLAND SOD	Site maintenance	3,841.25
TESTAMERICA	Environmental monitoring	4,550.45
TIFCO	Parts/small tools/supplies	1,499.83
TREASURER STATE OF IOWA	Sales tax	7,650.75
TRUENORTH	Dues/subscription/fee	2,770.00
URBAN DALE PUBLIC WORKS	Yard waste collection	4,936.57
VALLEY ENVIRONMENTAL	Contract disposal	255.60
VAN WALL	Parts/labor/preventive maintenance	830.45
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	9,313.77
VERIZON	Computer supplies/maintenance/fees	776.71
VERMEER	Parts	9,021.16
VOBR NIEMEYER	Surveying	2,500.00
WASTE CONNECTIONS	Waste collection/tire processing	272,078.44

WASTE CONNECTIONS OF IOWA	Contract management revenue	12,860.58
WASTE MANAGEMENT	Curbside/drop off/waste collection	598,218.34
WASTE MANAGEMENT - CM	Contract management revenue	2,134.60
WASTE SOLUTIONS	Building services	644.00
WAYNE DALTON	Building repairs	612.00
WELLS FARGO	Building services	5.29
WEST BANK	Office/travel expenses/service fees	13,892.39
WEX BANK	Equipment fuel	1,092.86
WHITEOWL	Computer supplies/maintenance	7,417.52
WOODRUFF CONSTRUCTION	Cold storage building	48,773.15
WRIGHT OUTDOOR	Building services	534.00
ZIEGLER	Part/labor/preventive maintenance/subscription	47,719.48
GRAND TOTAL		3,105,116.90

The MWA Executive Director and the Director of Finance 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
February 17, 2021
AGENDA ITEM 8

ITEM:

Approval of Land Acquisition for Metro Park East Landfill.

SUMMARY:

The proposed land for purchase is to ensure adequate space is available for future management of waste at Metro Park East Landfill (MPE). The property owner has agreed to sell Metro Waste Authority (MWA) the parcel of 3.0 acres, located south of MPE.

DISCUSSION POINTS:

On Tuesday, February 9, 2021, the property owner accepted a purchase offer from MWA in the amount of \$93,000.00.

Upon Board approval of the purchase, MWA would take final actions to complete the purchase.

STAFF RECOMMENDATION:

Staff recommends approval of the land acquisition for future management of waste at MPE.

BUDGET REQUIREMENTS:

The agreed upon purchase price, between MWA and the current property owner, is \$93,000.00.

Funds are available in the FY20/21 budget.

ATTACHMENTS:

Purchase Agreement

CONTACT:

Michael McCoy, executive director, 515.323.6535

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is deemed made on the date the last of the parties executes this Agreement (the "Effective Date") by and between Metro Waste Authority, whose address for the purposes of this Agreement is 300 East Locust St. #100, Des Moines, Iowa 50309 (hereafter referred to as the "Buyer" or "MWA") and Kristen and Shane Grego, whose address for the purposes of this Agreement is 612 Stonegate Ct. SW, Altoona, Iowa 50009 (collectively hereafter referred to as the "Seller.")

RECITALS

WHEREAS, Seller is the owner of the following legally described property:

Lot 2 WEBSTER ACRES PLAT 1, an Official Plat in Polk County, Iowa

Subject only to easements, restrictions and covenants of record (collectively referred to as the "Property");

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property;

WHEREAS, Buyer and Seller desire to set forth the obligations, restrictions, limitations, and conditions upon which the Property will be conveyed by Seller to Buyer;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, each for the other, Buyer and Seller agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, for the Purchase Price set forth below and, on the terms, and conditions set forth in this Agreement, the Property. For purposes of this Agreement, Property shall be deemed to mean, on a collective basis: (a) the parcel of land described above, together with all rights, easements and interests appurtenant thereto; and (b) all improvements located on the land, if any.
2. Compensation. Seller, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Seller for cash in the amount of \$93,000.00 (the "Purchase Price").

The parties acknowledge that purchase of the Property as part of this Agreement will require approval of the MWA Board, in addition to approval of this Agreement as a whole. If purchase of

the property is not approved by the MWA Board, this Agreement shall be rendered null and void.

3. Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller, in good and immediately available funds by wire transfer or cashier's check, at the time of Closing.

4. Abstract and Title. Seller, at its expense, shall provide an abstract of title for the Property continued to and including a date no earlier than sixty (60) days prior to the Closing Date. Such abstract shall be delivered to an attorney for a title opinion for Buyer, such attorney to be selected by Buyer. Such abstract of title shall show merchantable title in Seller in conformity with this Agreement, the land title laws of the State of Iowa and the Iowa Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of additional abstracting and/or title work to establish merchantable title in Seller.

5. Condition of the Property. Seller shall preserve the Property in its present condition until the Closing Date. Buyer shall have the right to make a final inspection of the Property within 24 hours prior to the Closing Date to determine that there has been no change in the condition of the Property. If there has been a change to the condition of the Property, Buyer may, at its election, terminate this Agreement.

6. Closing. The Closing of this transaction shall occur on or around March 01, 2021 (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein. Time is of the essence in this Purchase Agreement.

7. Real Estate Taxes.

- A. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- B. Seller shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given and due and payable in the subsequent fiscal year.
- C. Buyer shall pay all subsequent real estate taxes.

8. Special Assessments.

- A. Seller shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- B. All charges for solid waste removal, sewage and maintenance that are attributable

to Seller's possession, including those for which assessments arise after closing, shall be paid by Seller.

C. Buyer shall pay all other special assessments.

9. Commission. Seller and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement. Buyer represents to Seller that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated. Seller represents to Buyer that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. Seller and Buyer each, one to the other, indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming, by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of the Closing. Should any third-party claim a commission is due and owing, both parties agree to cooperate in challenging such claim. Such cooperation shall not be deemed to alter the indemnifications contained in this paragraph in any manner.

10. Warranties and Representations of Seller. Seller warrants and represents to Buyer that they have the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out the Seller's obligations hereunder. At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property; said Groundwater Hazard Statement shall be considered a representation and warranty of the Seller related to the matters contained therein.

11. Conveyance Documents. Seller shall convey the Property to Buyer by a general warranty deed.

12. Closing Costs. Seller shall pay (i) the cost to update the abstract of title under Section 4 of this Agreement; (ii) the cost to clear any defects to title necessary to deliver marketable title to the Property to the Buyer; (iii) any necessary transfer taxes; (iv) any legal fees incurred by Seller; and (v) all other fees customarily incurred by sellers of real estate in Iowa not specifically contemplated by this Agreement. Buyer shall pay (i) the recording fees in connection with the general warranty deed conveying title to Buyer; (ii) Buyer's attorney fees; and (iii) all other fees customarily incurred by buyers of real estate in Iowa not specifically contemplated by this Agreement.

13. Possession; Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the Closing Date. Seller shall preserve and care for the Property until the Closing Date

in a manner consistent with its prior practice, including the maintenance of sufficient insurance to cover any loss or damage to the Property prior to the Closing Date. If the Property is damaged or destroyed in any material way prior to the Closing Date, Seller shall promptly notify the Buyer of said damage and Buyer shall have the option to (i) terminate this Agreement with written notice to Seller, or (ii) complete the closing and receive insurance proceeds paid to the Seller as a result of the loss incident.

14. Pending Actions. Seller represents and warrants that there is no action, litigation, proceeding, regulatory enforcement action, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Seller to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

15. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy for a breach hereof by the other party unless such breach continues for a period of ten (10) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement. All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

16. Assignment; Agreement Binding on Successors; Survival of Provisions. This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights and duties hereunder, shall survive the Closing and shall be fully binding at all times against Seller, and Buyer as well as any and all of its or their successors in interest, assigns or transferees.

17. Default; Remedies of the Parties.

17.1 Buyer's Remedies for Seller's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Seller fails or refuses to timely convey the Property to Buyer in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Buyer, Buyer may elect one of the following remedies: (a) be entitled to terminate Buyer's obligations under this Agreement by written notice to Seller; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

17.2. Seller's Remedies for Buyer's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Buyer fails

or refuses to timely purchase the Property and Close in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Seller, Seller may elect one of the following remedies: (a) be entitled to terminate Seller's obligations under this Agreement by written notice to Buyer; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

18. Time. Time is of the essence in the performance of each party's obligations hereunder.

19. No Waiver. Subject to the deemed approvals under this Agreement, no waivers by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

20. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

21. Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both Buyer and Seller and approved by the MWA Board.

22. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Survival of Warranties. Any warranties, covenants and representations contained in this document shall survive the execution of this Agreement and any other documents, including the general warranty deed given by Seller to Buyer to consummate this transaction, shall not be merged into such documents.

24. Attorney Fees. In the event of default by either party pursuant to any of the terms of this Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

25. Governing Law; Construction. This Agreement shall be construed pursuant to the laws of the State of Iowa. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this

Agreement.

26. **Headings.** Article and section headings used in this Agreement are for the *convenience of the parties only and shall not affect the construction of this Agreement.*

27. **Further Assurances.** At or after Closing, the parties shall prepare, execute and deliver at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Seller

Buyer

By: 

Kristen Grego

Metro Waste Authority.

By: _____

Michael McCoy

By: 

Shane Grego

Date: 2 - 9, 2021

Metro Waste Authority Board**Monthly Board Meeting****February 17, 2021****AGENDA ITEM 9**

ITEM:

Approval of Compost It! Yard Waste Collection and Compost It! Program Agreement with Ankeny Sanitation, Inc.

SUMMARY:

Metro Waste Authority (MWA) contracts with private haulers for the collection of yard waste in member communities that participate in the Compost It! program.

DISCUSSION POINTS:

MWA and Ankeny Sanitation, Inc. (ASI) have drafted a contract to provide collection of yard waste in eight of the 11 member communities currently participating in the Compost It! program.

- **Affected Communities:** ASI is the current solid waste hauler for all but one of the cities proposed for yard waste collection, including: Bondurant, Clive, Grimes, Johnston, Norwalk, Polk City, and Windsor Heights. The contract also includes yard waste collection for the City of West Des Moines.
- **Rate:** ASI would be paid \$159.82 per ton for yard waste hauled to Metro Park East Landfill, on behalf of the Compost It! program.
- **Term:** This contract would be in effect for one year, beginning April 1, 2021.
- **Bond Requirements:** ASI has requested acceptance of a line of credit in the amount of \$500,000, in lieu of a Bond.

STAFF RECOMMENDATION:

Staff recommends approval of the Compost It! yard waste collection and composting agreement with Ankeny Sanitation, Inc.

BUDGET REQUIREMENTS:

Yard waste collection is a budgeted expense. The revenue from Compost It! bags, stickers and carts will cover the cost of the expense.

ATTACHMENTS:

Contract for Compost It! Yard Waste Collection and Compost It! Program Agreement with Ankeny Sanitation, Inc.

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

**Metro Waste Authority
Compost It! Yard Waste Collection and Composting Agreement**

THIS AGREEMENT is made and entered into this ____ day of, _____, ~~2016~~2021, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code (hereinafter referred to as "Authority" or "MWA"), and _____, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Contractor has heretofore submitted a proposal (Contractor 's Proposal) to provide curbside yard waste collection service to ~~eleven-eight (118)~~ Central Iowa communities that participate in the Compost It! yard waste collection and composting program and to deliver the same to the Metro Park East Landfill, and providing that all of the expenses of every kind and nature incurred in collecting and depositing said yard waste material shall be borne and paid for by the Contractor.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other and the fees established herein, it is hereby agreed by the parties hereto that:

Section 1. Definitions

The following definitions shall apply to this Agreement:

Authority's Service Area shall mean the incorporated areas within the political boundaries of any Authority member or planning member and the area under the jurisdiction of any entity that may contract with MWA for curbside yard waste collection service. ~~MWA's Service area may change from time to time.~~

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Approved Receptacles shall mean Compost It! bags, generic yard waste bags with Compost It! stickers, Compost It! stickers adhered to brush bundles (not to exceed 18 inches in diameter and four feet in length), and Compost It! rolling carts (96-gallon).

Contractor's Proposal shall mean Contractor's proposal to the Authority ~~in response to the Authority's Request for Proposals dated November 16, 2016~~, and all addenda thereto and all follow-up clarifications submitted by the Contractor.

Designated Collection Area shall mean all Eligible Residences identified for Compost It! yard waste collection and composting within Authority's Service Area initially as identified in Schedule 2 and as it may be changed by MWA or Participating Member Communities from time to time.

Eligible Residence shall mean a resident who lives within a Participating Member Community and are eligible for city services. Member communities determine which residents are eligible.

Exceptional Service shall mean the pick-up, handling, and return of Compost It! rolling cart(s) to the point of Set-Out, which may be other than curbside, at those Eligible Residences occupied by

~~November 2016~~February 2021

physically handicapped, elderly, or others as designated by MWA as requiring such special service.

Participating Member Communities shall mean those communities that contract with **MWA** for curbside yard waste collection service.

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Yard Waste Material shall mean waste materials that include lawn trimmings and garden waste such as leaves, grass clippings, brush and small branches but does not include stumps, garbage, stone, concrete or other non-organic types of waste. All yard waste must remain separate from residential garbage and only collected through proper use of Approved Receptacles.

Set-Out shall mean Yard Waste Material that is placed in Approved Receptacles at the curb of an Eligible Resident no later than ~~7-6~~ a.m. on their designated collection day, which is no less than three feet from garbage and recycling carts and other obstructions, such as mailboxes.

Section 2. Contract Term

The initial term of this contract shall be ~~three-one~~ years starting ~~February-April 1, 2017~~**2021**, and can be mutually extended from year to year by written agreement. Additional terms may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

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Section 3. Designated Collection Area

During the term of the Agreement the Contractor shall collect and deposit all Yard Waste Material from Eligible Residences identified for Compost It! yard waste collection and composting within Authority's Service Area.

Currently, the Agency contracts with ~~eleven-eight (11-8)~~ Central Iowa communities to provide yard waste collection services: ~~Bondurant, Clive, Grimes, Johnston, Norwalk, Polk City, West Des Moines, and Windsor Heights~~**Altoona, Bondurant, Carlisle, Clive, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, West Des Moines and Windsor Heights**. In the event the Agency contracts with additional communities during the term of this Agreement, or if communities withdraw from participating in the program during the term of this Agreement, the Designated Collection Area shall be automatically amended to include or exclude the relevant area over which such municipality or other public entity has control. In the event all of the entities included within the Designated Collection Area shall withdraw from collection service, this Agreement shall terminate.

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Section 4. Contractor Compensation

The Contractor shall be compensated for each ton of Yard Waste Material it collects from Eligible Residents within the Designated Collection Area and delivered to the compost site at Metro Park East Landfill. The contractor will communicate accurate information at the scale allowing MWA staff to identify and label accepted Compost It! Program yard waste material into the Waste Works system. MWA will generate a report and pay Contractor based on material code and yard waste tonnage each month following the month of performance.

Fee Adjustment

No price escalation will be allowed during the original one-year term of agreement. After the first year of the contract the collection fee shall be adjusted on the anniversary date of the Agreement as follows.

DELIVERY LOCATION		2017	2018	2019
Metro Park East Landfill: 12181 University Ave. NE in Mitchellville				
		\$ 128.95	\$159.82	

The effective date of the tonnage fee adjustment will be the first Monday of the start of yard waste season each year.

Other than any proposed price adjustment set forth above, there will be no other price adjustments during the initial term of the contract.

Section 5. Services to be Provided By Contractor

A. The Contractor shall provide weekly collection of Yard Waste Material to all Eligible Residences within the Designated Collection Area specified in Section 3 above. The collection schedule shall coincide with the regular trash collection schedule for such area wherever possible, provided that said collection shall coincide with the regular trash collection schedule where required by the municipality within which the Eligible Residence is located. The Contractor shall prepare a collection schedule that will be subject to annual review and approval by MWA. The refuse collection schedule of the cities within the Designated Collection Area and the house counts as of the date of the execution of this contract are set out in Schedule 2 attached- here to; however it shall be the responsibility of the Contractor to determine the exact number of homes on its individual collection routes. Contractor will be informed of any new customers by the Participating Member Community. Yard waste season generally runs April through November, and for two weeks following the Christmas holiday, but is subject to change at the sole discretion of the Agency.

B. The Contractor may only refuse to provide service to an Eligible Residence in the event and to the extent that the material is not Yard Waste Material and/or that has not been properly Set-Out in Approved Receptacles. If a household Set-Out consistently contains unacceptable materials such as garbage or recyclables, the driver should use the camera to detect the contaminants, note the household location, and report such occurrences to MWA. In the event the Contractor shall refuse service to any Eligible Residence under this provision, the Contractor shall advise the person affected in writing of the reason for the refusal of collection service. This shall be accomplished by the Contractor affixing an information tag (i.e., a "rejection notice") on the rolling cart, yard waste bag, or in some like manner determined by MWA to be acceptable. Blank form rejection notices will be provided by the Contractor.

C. On each regularly scheduled collection day, the Contractor shall collect from Eligible Residences all collectible Yard Waste Material that is in Approved Receptacles placed in the proper Set-Out location for collection as determined by MWA and municipality. If a collection

from an Eligible Residence is missed and the Contractor is notified by the household, MWA, or municipality, the Contractor shall return to collect the materials. In all cases, the missed collection shall be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor shall, upon being notified of the complaint, resolve the complaint with the Eligible Residence or other person/entity submitting the complaint. The Contractor shall work cooperatively with the eligible households, municipalities, and/or Authority to resolve complaints as appropriate.

D. Certain Eligible Residences in the area defined in Section 3 above may require Exceptional Service due to the occupant(s) being physically handicapped or elderly, or both. MWA and/or municipality shall identify those Eligible Residences requiring Exceptional Service prior to the initiation of service, and Contractor shall collect Yard Waste Material at the location of Set-Out at such premises and return any Compost It! rolling cart to the original location of Set-Out. This location of Set-Out may vary due to the individual needs and conditions of the occupant(s). The list of Eligible Residences requiring Exceptional Service may be modified from time-to-time by MWA and/or municipality throughout the term of this Agreement.

E. The Contractor shall not litter public or private property while collecting and removing Yard Waste Material and shall clean up any spilled Yard Waste Material, if any, immediately. All Yard Waste Material hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing are prevented.

F. The Contractor shall weigh and deposit all collected Yard Waste Material at the Facility in accordance with the schedule of operating hours for the Facility.

G. The Contractor shall take reasonable care to prevent damage to carts during collection.

H. The Contractor shall provide curbside collection of all Yard Waste Material and shall ensure that only Yard Waste Material is collected.

I. The Contractor shall create, install and maintain an information system which will be adequate to provide for the storage and ready retrieval of data required to be reported to MWA under the terms of this Agreement. Within ten (10) days following the end of each month of the term of this Agreement, the Contractor shall submit to MWA (either in hard copy format or electronically in PDF or Microsoft Office format) all information and data to be reported by Contractor to MWA under the terms of Section 7F of this Agreement.

J. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor shall also pay, at its own expense, all fees associated with the collection and removal of the Yard Waste Material from Eligible Residences.

K. Collection days for Yard Waste Materials shall coincide with waste collection days in the communities indicated as set out in the attached Schedule 2. The Contractor(s) must comply with all restrictions on collection operations that are in place in each municipality.

L. Yard Waste Materials will be kept separate from trash by residential generators and shall be placed in Approved Receptacles for collection by the Contractor. Eligible Residents will be required to roll the Compost It! cart and/or place their yard waste bags at their collection point. Contractor will deliver the materials to the Facility.

M. The Contractor shall establish collection routes in a manner that provides collection services to all Eligible Residents. The Contractor shall submit a map designating the collection routes to MWA for their files.

N. The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient spares to provide uninterrupted service. Automatic lifters must be compatible with rolling carts. The collection vehicles must be outfitted with windcreens or shields to minimize wind-blown litter when tipping the carts. The vehicle must be outfitted with a camera to detect large unacceptable materials. All equipment and vehicles used by the selected Contractor shall be titled, registered and licensed in the State of Iowa. The Contractor shall provide copies of each Iowa equipment or vehicle registration document for each vehicle. Contractor shall keep all equipment in proper repair and in a clean, sanitary and presentable condition. All vehicles shall be secure, preventing any leakage of fluids or littering of materials. All vehicles shall be manufactured and maintained to conform to applicable ANSI standards. Each vehicle shall be permanently identified, at a minimum, with the Contractor's name and phone number plainly visible on each side of the vehicle.

O. All Yard Waste Materials shall be delivered to the facility set forth herein. The facility site layout, a schedule of operating hours, and a complete description of delivery procedures shall be provided to the Contractor by MWA. All collection vehicles delivering Yard Waste Materials to the Facility must weigh upon entering and exiting the site.

P. Nothing in this Agreement is intended, nor shall it be construed or interpreted, to constitute the grant of a franchise or exclusive right to the Contractor to collect Yard Waste Material in the Designated Collection Area set forth in Section 3 above. Neither the Contractor nor its employees shall make any representations in any manner to the contrary.

Section 6. Services to be Provided By MWA

A. MWA shall facilitate the purchase and delivery of Compost It! rolling carts to the Participating Member Communities. MWA shall receive, store and distribute the storage containers prior to commencement of collection services and during provision of the services as needed under this Agreement. MWA shall distribute new or replacement carts to Eligible Residences that may be added or may require a replacement cart.

B. MWA shall arrange for the production of all Compost It! compostable yard waste bags and Compost It! stickers to be used for collection of Yard Waste Material in the Designated Collection Area. Program instructions shall be printed on the bags.

C. MWA shall arrange for the storage and distribution of the Compost It! compostable yard waste bags and Compost It! stickers to area grocers, hardware stores and discount retail stores in

participating communities. (Bag and sticker price is the same in all communities).

D. MWA shall be responsible for educating residents on the proper use of the Compost It! program, in conjunction with participating communities, via radio, television, newsletters, social media, websites and various other means.

Section 7. Contractor's Operations

A. The Contractor shall provide MWA with maps and schedules of collection routes and shall keep such information current at all times.

- (1) Maps and schedules of collection routes shall be provided to **MWA** not less than twenty (20) days prior to the initiation of collection operations or changes in operation. The Contractor shall not initiate collection operations nor shall the Contractor implement any changes in collection routes or schedules without first receiving written approval from MWA.
- (2) Maps and schedules of collection routes shall show the days for regularly scheduled collection for each route and area.
- (3) The Contractor shall observe holidays corresponding with those in each municipality and shall so notify persons to be affected by Contractor's holiday collection schedule prior to the holiday in question. Persons whose regularly scheduled collection day falls on a holiday will be serviced on the next regularly scheduled collection day, or in accordance with the applicable municipal holiday collection schedule for general trash collection, whichever comes first. The Contractor shall not suspend collection service due to inclement weather unless specifically authorized to do so by MWA. MWA shall notify the Contractor of any delay, modification, or suspension of service as soon as practicable after a decision is made. If collection is suspended, Contractor shall perform collection on the next regular collection day.

B. The Contractor shall at all times provide and maintain a sufficient number of collection vehicles, equipment, tools, supplies and personnel necessary to perform the services called for under this Agreement. The Contractor shall utilize collection vehicles specifically designated for the collection of Yard Waste Material. The Contractor shall own, operate and employ all vehicles, equipment, tools, supplies and personnel used in the performance of the services required under this Agreement unless some other manner of providing such items is approved by MWA.

C. All vehicles and other equipment used in the performance of this Agreement must be clearly identified, titled, registered, and licensed in the State of Iowa, and must be kept in good repair, appearance, and in a sanitary condition at all times. Safety inspections must be provided as required by State of Iowa and local laws.

- (1) Bodies of Contractor's trucks shall be enclosed, water-tight, sanitary, and capable of being unloaded by dumping or automatic push-out means.

- (2) All of Contractor's equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. All vehicles shall be manufactured and maintained to conform to American National Standards Institute (ANSI) standards.
- (3) All of Contractor's equipment shall have clearly visible letters with the name, address, and phone number of the Contractor's local office on each side of the equipment. Letters shall be at least six (6) inches high and of proportionate width to be easily readable.
- (4) Contractor shall ensure that each vehicle carries sufficient hand tools to allow cleanup of spilled or littered Yard Waste Material, a first aid kit, and necessary emergency equipment.
- (5) Contractor shall furnish MWA with a list identifying all vehicles to be used in fulfilling this Agreement and notify MWA of any additions or deletions at least thirty (30) days prior to such addition(s) or deletion(s). The list shall include the year, make, and model of chassis and body, registration and license number of each vehicle. Contractor shall update the list annually.

D. The Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractor's obligations under this Agreement. Such personnel shall have the ability and authority to make operating decisions during normal working hours. The Contractor shall have key maintenance and operational personnel on call at all other times.

- (1) Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Contractor's employees shall be courteous at all times and shall work quietly, not use profane or loud language.
- (2) Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial vehicle operator's license of the State of Iowa required for the type of vehicle they are operating.
- (3) Contractor's employees, officers, and agents, shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of MWA or a municipality.
- (4) No person shall be denied employment or all benefits of employment by the Contractor for reasons of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure same. Benefits of employment shall include, but not be limited to, recruitment, compensation, training, promotion, transfer, termination, and disciplinary action. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. Similar notice shall be included in any advertisements for employees.

E. Throughout the term of this Agreement, the Contractor shall establish and maintain a local office and an authorized service manager within the MWA service area and shall designate in writing to MWA the agent upon whom all notices may be served from MWA or a municipality. Services upon the Contractor's agent shall always constitute service upon the Contractor.

- (1) Contractor's local office shall be open during normal business hours (8:00 a.m. to 5:00 p.m. CST) so that customers can lodge complaints, requests for information, or requests for service.
- (2) Contractor's local office shall have a responsible person in charge during normal business hours on collection days, shall be equipped with sufficient telephones, and sufficient attendants to receive telephone calls. Attendant(s) shall receive calls in a courteous and polite manner, record all complaints and requests for service and resolve all complaints in an expeditious manner within the following twenty-four (24) hour period or during the next scheduled work shift, whichever is sooner. Contractor shall maintain capability for telephone answering services on a 24-hour-per-day basis. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day. ~~Contractor shall maintain a special team of customer service professionals assigned to MWA contracts and trained on specific details of service areas. When a resident calls 515-244-7336, the call shall be routed directly to this team.~~
- (3) The Contractor shall furnish MWA with the name and background information of its service manager fifteen (15) days prior to commencing collection operations and shall notify **MWA** if the service manager or agent is changed at any time.
- (4) Contractor's service manager shall serve as the point of contact for dealings and communications with the Contractor.

F. The Contractor shall create, install and maintain an information system to provide storage and ready retrieval of operating data. The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided, including any records that maybe required by the State. All quantities shall be reported in tons. These records shall include but shall not be limited to:

- (1) Safety and accident reports;
- (2) Regulatory inspections;
- (3) Complaint log noting location, problem, and resolution;
- (4) Date and addresses of non-compliant set outs and location of where education materials are placed, with a photograph of such non-compliant set-outs when occurring consistently at a given household.

The Contractor shall provide MWA with a recordkeeping and reporting format using software acceptable to MWA (electronically in PDF or Microsoft Office format) on a monthly basis, within ten (10) operating days following the end of each month.

Section 8. Customer Complaints and Notification

A. The Contractor shall make a record of each complaint received on a form approved by MWA and shall indicate thereon the name and address of the complainant, the day and hour the complaint was received, the nature of the complaint, the nature of disposition of the complaint and the day and hour the complaint was resolved. The Contractor shall maintain all such forms during the term of this Agreement and shall provide copies of the same to MWA upon request.

B. MWA shall notify the Contractor of each complaint reported to MWA. It shall be the duty of the Contractor to take whatever steps may be necessary and appropriate to remedy the cause of the complaint and notify MWA of its disposition within twenty-four (24) hours after receipt of the complaint. MWA shall provide a list of such complaints received by MWA to the Contractor each day at the Contractor's office.

C. The Contractor shall provide MWA with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

D. The failure of the Contractor to remedy the cause of any service complaint which is found to be justified shall be deemed a breach of this Agreement. In the event of such breach, the Contractor shall pay liquidated damages to **MWA** according to the following schedule. It is agreed between the parties that **MWA** may deduct such damages from payments due or to become due to the Contractor.

- (1) Failure to clean up spilled Yard Waste Material - \$20 each incident
- (2) Failure or neglect to collect Yard Waste Material from any Eligible Residence within twenty-four (24) hours from the scheduled date for collection - \$50 each failure or neglect.
- (3) Failure to return yard waste cart to designated location - \$10 each instance
- (4) Failure to keep equipment in clean, safe and sanitary manner- \$100 per vehicle incident per day
- (5) Failure to have vehicle operators properly licensed - \$100 per incident per day
- (6) Failure to maintain office hours in the manner specified in Section 6E - \$100 per incident per day
- (7) Failure to file on a timely basis information and reports required by this Agreement - \$50 per incident per day
- (8) Failure or neglect to complete each route on the regular scheduled collection day, if failure to complete collection is attributable to the Contractor-\$1,000.00 for each route not completed each day,
- (9) If **MWA** is required to perform more than two (2) hours of work during a forty (40) hour work week due to Contractor's neglect or failure to perform, Contractor shall be charged an amount for all time spent by **MWA** at the rate of \$40 per hour.

Complaints listed above will be vigorously investigated and penalties will be assessed when justified. However, MWA, prior to any assessment of penalties, shall give written notice to Contractor of any allegations and shall also give reasonable opportunity for Contractor to contest

the alleged violation. **MWA** shall have the option to waive penalty assessment where, in its sole judgment, circumstances warrant the same.

Section 9. Quality of Service

A. If, at any time during the term of this Agreement, the Contractor shall fail to have available equipment (including vehicles) adequate for the performance of the Contractor's obligations hereunder, or if the equipment used by the Contractor for such purposes shall be or become inadequate, **MWA** shall notify the Contractor in writing of any such deficiency and shall direct the Contractor to add, repair or replace equipment necessary to rectify the same. If the Contractor shall fail to comply with any such order within sixty (60) days after its receipt, such failure shall constitute a breach of this Agreement and the Contractor shall be liable to **MWA** for liquidated damages in the amount of \$300.00 for each day that the Contractor fails to comply with such notice after the expiration of the initial sixty (60) day period.

B. **MWA** shall have the right to inspect Contractor's facilities, equipment, operations, and the records of the Contractor at any reasonable time.

Section 10. Termination

A. This Agreement shall terminate automatically as of the date the Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of the Contractor. Upon any termination under this provision, this Agreement shall not be or become an asset of the Contractor in the hands of any trustee or receiver.

B. **MWA** shall have the option to terminate this Agreement at any time for cause. Cause is defined as any breach by Contractor of any provision or provisions of this Agreement or the insolvency of the Contractor. **MWA** shall exercise its option to terminate this Agreement under this provision as follows. **MWA** shall give written notice to the Contractor of its intent to terminate the Agreement and shall set forth therein the reason or reasons for such termination. The Contractor shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice. If the Contractor shall fail, within such ten (10) days, to remedy such cause, the Agreement shall terminate.

C. Upon the termination of this Agreement under the provisions of this section **MWA** shall have no further obligations to the contractor, provided, however, that termination shall not abrogate, impair, release or extinguish any debt, obligation or liability of the Contractor to **MWA** hereunder which may have accrued prior to such termination, including, but not limited to, any such debt, obligation or liability which was the cause of termination or arose out of such cause.

D. Upon termination under this provision, the Contractor shall be entitled to payment for all work performed to date of termination provided that **MWA** shall have the right to withhold any amounts then due or to become due to Contractor hereunder for liquidated damages as otherwise provided for hereunder and for expenses incurred by **MWA** arising out of or related to the breach or other cause for termination.

E. No right or remedy conferred upon MWA under the terms of this Agreement, including, but not limited to, the right of termination or the right to assess liquidated damages shall be exclusive of any other right conferred upon MWA under the terms of this Agreement or by law or equity. All rights and remedies conferred upon MWA under the terms of this Agreement or by law or equity are cumulative and no single exercise of any such right or remedy shall preclude the exercise of any other such right or remedy with respect to the same or any other breach by Contractor.

F. In the event of any termination under this Section, MWA shall have the right to forthwith obtain copies from Contractor of all records prepared by or used by the Contractor in the performance of this Agreement through the date of termination.

Section 11. Contractor's Insurance and Bond Requirements

A. Contractor shall, at all times, keep fully insured, at its own expense, all persons employed by it in connection with the performance of its obligations hereunder as required by the laws of the State of Iowa relating to worker's compensation insurance and it shall hold MWA free and harmless from all liability to any employee of the Contractor or its agents, who may be injured while performing work or labor necessary to carry out the provisions of this Agreement, except for that due to Authority's gross negligence or willful misconduct. The Contractor shall supply to MWA memorandum policies demonstrating the existence of such coverage.

B. Contractor shall keep all trucks and motor vehicles used in the performance of this Agreement insured with minimum liability coverages of \$1,000,000 for any one person; \$1,000,000 for any one accident; and \$1,000,000 for property damage. Additionally, the Contractor shall obtain and maintain a policy of general liability insurance with minimum liability coverages of \$1,000,000 for any one person; \$1,000,000 for any one incident; and property damage of \$1,000,000. Such policy shall fully provide coverage for all of the Contractor's operating exposures related to the Contractor's activities in carrying out the terms of this Agreement.

C. Contractor shall provide to **MWA** certificates of insurance demonstrating the existence of all required insurance coverage. Such policy or policies shall name MWA and each member municipality of MWA as an additional insured and, further, shall contain a provision requiring written notice to MWA at least thirty (30) days prior to any change or cancellation of such coverage. All policies of insurance required to be obtained and maintained by Contractor pursuant to the terms of this Agreement shall be subject to the approval of MWA.

D. Contractor expressly understands and agrees that any insurance protection obtained and maintained by the Contractor pursuant to the terms of this Agreement shall in no way limit the Contractor's obligation to indemnify and save harmless **MWA** under the provisions of Section 12 of this Agreement.

E. It shall be solely the responsibility of the Contractor to obtain property insurance protecting against the loss of or damage to any premises, structures or equipment owned or operated by the Contractor and used by it in the performance of its obligations under the terms of this Agreement. **MWA** shall have no responsibility for any such loss or damage.

F. Prior to the commencement of services under this Agreement, Contractor shall purchase and provide a ~~bond-line of credit~~ in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00), payable to the Authority, covering the faithful performance of the Contractor's duties and responsibilities under the Agreement and any and all payment obligations of the Contractor under the Agreement. The ~~bond-line of credit~~ shall remain in force for the entire duration of the Agreement and shall be in a form acceptable to the Authority.

Section 12. Compliance with Laws

Prior to commencement of performance of services hereunder, the Contractor shall make itself familiar with all statutes, ordinances, rules and regulations having application to the services it provides hereunder and, during the term of this Agreement, the Contractor shall at all times comply with all such statutes, ordinances, rules and regulations in the carrying out of its obligations hereunder. The Contractor shall be solely responsible for any fines, penalties or forfeitures occasioned by its failure to adhere to, or its violation of, any such statutes, ordinances, rules or regulations.

Section 13. Indemnification

Contractor shall indemnify and save harmless MWA and its member municipalities, and their respective officers, employees and agents, from all claims, suits, demands or causes of action of any nature or description whatsoever made upon or brought against them or any one of them for or on account of any injuries or damages sustained by any person or entity as a result of the negligent acts or omissions of the Contractor, its employees or agents committed or omitted by them or any of them in the carrying out of the Contractor's obligations pursuant to the terms of this Agreement, except that which is due to Authority's gross negligence or willful misconduct. The Contractor's indemnification agreement includes all costs and expenses incurred by the person or entity to be indemnified, including, but not limited to, reasonable attorney fees.

Section 14. Assignment

The Contractor shall not assign this Agreement or any part of it to any other party without the express written consent of MWA. MWA shall not assign this Agreement or any part of it to any other party.

Section 15. Force Majeure

Neither Contractor nor MWA shall be held liable for the failure to perform their duties if such failure is caused by a catastrophe, war, strike, Act of God or other similar contingency beyond reasonable control of either party. In the event of a strike, the Contractor shall use its best efforts to minimize any harm to MWA, including, but not limited to the obligation to hire temporary employees during a strike period.

Section 16. Modification of Agreement

No amendment or modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Provided, if there shall be a conflict between the provisions of this document and other documents incorporated herein by reference, the provisions of this document shall control.

Section 17. Governing Law

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Iowa.

Section 18. Illegal Provisions

If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. Relationship of Parties

Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way establishing a partnership between the parties hereto or as constituting the Contractor as the agent, representative or employee of MWA or the member municipalities of MWA, or vice versa, for any purpose whatsoever. The Contractor is, and shall remain during the term of this Agreement, an independent contractor with respect to the performance of its obligations hereunder and not a partnership to MWA.

Section 20. Nonwaiver

No failure, forbearance, neglect or delay by either party to enforce this Agreement or any provision of this Agreement or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Agreement or any provision thereof in the future.

Section 21. Payment of Attorneys Fees

If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, in addition to any other legal or equitable relief to which it may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

CONTRACTOR:

By: _____

Its: _____

Metro Waste Authority Board
Monthly Board Meeting
February 17, 2021
AGENDA ITEM 10

ITEM:

Approval of Extension of Compost It! Yard Waste Collection and Composting Agreement with Waste Management.

SUMMARY:

Metro Waste Authority (MWA) and Waste Management (WM) have drafted a contract for collection of yard waste in three of the 11 communities that participate in the Compost It! program.

DISCUSSION POINTS:

MWA entered the initial term of the Compost It! collection agreement in 2017, which was a three-year agreement. The contract allows mutually agreed upon extensions. WM requested to change to a per household payment model for all Compost It! yard waste delivered to the compost center at Metro Park East Landfill. As a result, the hauler would be paid \$2.53 per household in Altoona, Pleasant Hill, and Carlisle for the 2021-yard waste season.

STAFF RECOMMENDATION:

Staff recommends approval of extension of Compost It! yard waste collection and composting agreement.

BUDGET REQUIREMENTS:

Yard waste collection is a budgeted expense. The revenue from Compost It! bags, stickers and carts will cover the cost of the increased expense.

ATTACHMENTS:

Extension Agreement of Compost It! Yard Waste Collection and Composting with Waste Management.

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

Metro Waste Authority
Extension of Term—Compost It! Yard Waste Collection and Composting Agreement

THIS EXTENSION OF TERM is made and entered into this ____ day of ~~March~~February ~~2020~~2021, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as "Authority" or "MWA") and Waste Management of Iowa, Inc. (hereinafter referred to as "Contractor.")

WHEREAS, in _____ of 2016 the Contractor and MWA entered into a Compost It! Yard Waste Collection and Composting Agreement (the "Agreement") wherein Contractor agreed to collect, remove and deposit at the MWA facility all collectible residential yard waste material from eligible residences located within the designated collection area for a period of three years from February 1, 2017, through February 1, 2020; and

WHEREAS, the Agreement provides that additional terms can be negotiated upon mutually agreeable terms; and

WHEREAS, the parties have negotiated an additional one-year term with a ~~10% fee increase~~change from the per ton pay model to a pay per residential unit, at a mutually agreed upon amount of \$2.53 per unit.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Section 2 of the Agreement, the parties have agreed to extend the term of the Agreement for one (1) year.

2. The extended term shall be effective from ~~February~~March 1, ~~2020~~2021 to ~~February~~March 1, ~~2021~~2022 ("Extended Term.")

3. ~~Pursuant to Section 4 of the Agreement, there shall be a 10% fee adjustment for the Extended Term. The collection fee for the Extended Term shall be \$149.82 per ton.~~
Pursuant to Section 4 of the Agreement, and the parties' agreement to transition to a per home payment model, the fees per home, per month, shall be \$2.53. The monthly fee paid to the Contractor by MWA shall be calculated based upon the sum of the current house count associated with the MWA Curb It! Quarterly House Count for all communities serviced at the time each invoice is generated, times the monthly fee per home, per month. [e.g., Current House Count x Fee = Monthly Invoice Amount]. Monthly billing shall occur for all 12 months of the extended term.

~~3. Pursuant to Section 4 of the Agreement, there shall be a 10% fee adjustment for the Extended Term. The collection fee for the Extended Term shall be \$149.82 per ton.~~

4. All other terms of the Agreement shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
EXECUTIVE DIRECTOR

CONTRACTOR:

WASTE MANAGEMENT OF IOWA, INC.

By _____