



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

MEMORANDUM

DATE: January 17, 2020

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, January 22, 2020, Board Meeting

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This month's board meeting is scheduled for Wednesday, January 22, 2020, at 5:45 p.m. in the board room at Central Office (300 E. 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:

Consent Agenda Items for Approval

9. Resolution 01-20-04 – Approval of Compost It! Bag Vendor Renewal Agreement – Action for Approval
Metro Waste Authority recommends contracting with PABCO of Newark, NJ, to supply Compost It! bags for purchases made in 2020. Staff recommends approval.

10. Resolution 01-20-05 – Approval of Yard Waste Transportation and Disposal Agreement with City of Pella – Action for Approval
Agreement allows the City of Pella to offer the Compost It! program to its residents. The City of Pella contracts yard waste collection with KAL Services. Metro Waste Authority sells Compost It! bags and stickers to KAL Services. In turn, they make bags and stickers available to residents, for the City of Pella to offer the Compost It! program to residents. Staff recommends approval.

11. Resolution 01-20-06 – Approval of Yard Waste Transportation and Disposal Agreement with KAL Services– Action for Approval
 The agreement allows KAL Services to transport and dispose of residential yard waste at Metro Park East Landfill from the City of Pella. The City of Pella contracts yard waste collection with KAL Services. Metro Waste Authority sells Compost It! bags and stickers to KAL Services. In turn, they make bags and stickers available to residents, for the City of Pella to offer the Compost It! program to residents. Approve the renewal Agreement with KAL Services. Staff recommends approval.

Regular Agenda Items for Approval

12. Resolution 01-20-07 – Approval of Crawler Loader for Metro Park West landfill – Action Item
 The crawler loader is the primary piece of equipment used at Metro Park West Landfill. Staff reprioritized the budgeted equipment purchase for FY 19/20 based on upcoming equipment repairs and operational needs. Metro Waste Authority received three bids and recommends accepting the bid from John Deere for \$287,700. This is under budget. Staff recommends approval.
13. Resolution 01-20-08 – Set Public Hearing on Entering into Loan Agreement with Polk County Related to Financing Materials Recovery Facility – Action Item
 A public hearing will be held by Metro Waste Authority on a proposed loan agreement with Polk County at its meeting at 5:45 p.m. local time on February 19, 2020, at Central Office. At said time and place, any interested person may appear and file objections thereto. Written objections may also be filed in advance at the following address: 300 E. Locust Street, Ste.100, Des Moines, Iowa, 50309.
14. Resolution 01-20-09 – Approval of Deputy Director for Metro Waste Authority – Action Item
 As of February 2020, Leslie Irlbeck has been employed with Metro Waste Authority (MWA) for eight years. Throughout her employment, Irlbeck has championed our values, has brought the public affairs department to new heights, and has proven herself as a leader for our staff, residents and communities, while positively representing the agency nationally in the solid waste and recycling industries. As Deputy Director, Irlbeck will begin to oversee MWA’s finance department, as well as continue to manage the public affairs department. Irlbeck’s experience and leadership will allow her to thrive in this new role. Staff recommends approval.



Board of Directors
2020 Calendar Year

Mark Holm
Chair

Ron Pogge
Vice-Chair

Dean O'Connor
Altoona

Mark Holm
Ankeny

Wes Enos
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Kevin Smith
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

Threase Harms
Windsor Heights

Michael McCoy
Executive Director

Metro Waste Authority Board Meeting January 22, 2020

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

Agenda

1. Call to Order, Roll Call
2. Resolution 01-20-01 – Approval of MWA Board of Director Officers for Calendar Year 2020 – Action Item
3. Approval of Regular Agenda
4. 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:

5. Approval of Consent Agenda – Items 5 through 11
6. Consideration of Minutes December 18, 2019, Metro Waste Authority Board Meeting – Action for Approval
7. Resolution 01-20-02 – Consideration of November 2019, Financial Statements – Action to Receive and File
8. Resolution 01-20-03 – Consideration of December 2019, Monthly Expenditures – Action for Approval
9. Resolution 01-20-04 – Approval of Compost It! Bag Vendor Renewal Agreement – Action for Approval
10. Resolution 01-20-05 – Approval of Yard Waste Transportation and Disposal Agreement with City of Pella – Action for Approval
11. Resolution 01-20-06 – Approval of Yard Waste Transportation and Disposal Agreement with KAL Services – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 12 through 14

12. Resolution 01-20-07 – Approval of Crawler Loader Purchase for Metro Park West Landfill – Action Item

13. Resolution 01-20-08 – Set Public Hearing on Entering into Loan Agreement with Polk County Related to Financing Materials Recovery Facility – Action Item
14. Resolution 01-20-09 – Approval of Deputy Director for Metro Waste Authority – Action Item
15. Employee Value Survey Results – Leslie Irlbeck
16. Metro Waste Authority Key Priorities – Leslie Irlbeck
17. Director's Report
18. Chair's Report
19. General Board Discussion and Other Business
20. Correspondence
21. Adjournment

February Executive/Finance Meeting: February 5, 2020, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa, 50309, 12:00 p.m.

February Board Meeting: February 19, 2020, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa, 50309, 5:45 p.m.



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

December 18, 2019 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 December 18, 2019, Metro Waste Authority board meeting to order at 5:50 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona
Mark Holm, Ankeny
John Edwards, Clive
Josh Mandelbaum, Des Moines
Rhonda Martin, Johnston
Jon Woods, Mitchellville
Ed Kuhl, Norwalk
Barb Malone, Pleasant Hill
Rob Sarchet, Polk City
Tom Hockensmith, Polk County
Gerald Lane, Runnells
Ron Pogge, Urbandale
Threase Harms, Windsor Heights

2. Approval of Regular Agenda

Dean O'Connor, Altoona, motioned to switch agenda item 9 and 10, and amend agenda item 14 to include Iowa Code 21.5.1.a, to review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

Moved by Altoona, seconded by Polk County, to approve the December 18, 2019, board meeting agenda as amended. 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 Polk County, seconded by Altoona, to approve the Consent Agenda, items 4 through 8. Motion carried unanimously by voice vote.

5. Consideration of Minutes of November 20, 2019, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 12-19-01 - Consideration of October 2019, Financial Statement -

Action to Receive and File

7. Resolution 12-19-02 - Consideration of November 2019, Monthly Expenditures - Action for Approval
8. Resolution 12-19-03 - Approval of Settlement Agreement and Mutual Release with Former Employee and Metro Waste Authority - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 9 and 10 to reflect amended changes.

9. Resolution 12-19-05 - Approval of Metro Waste Authority 2020/2021 Strategic Plan- Action Item

Moved by Clive, seconded by Polk County, to approve Resolution 12-19-05 Motion carried unanimously by voice vote.

Director of Public Affairs Leslie Irlbeck reported key priorities have been updated to reflect changes in 2020/2021 strategic plan as the agency continues to grow. The plan focuses on Metro Waste Authority programs, employees, and services.

Food waste was discussed. Staff is in the early stages of evaluation and will bring recommendations forward after assessment.

10. Resolution 12-19-04 - Approval of Metro Waste Authority 2020/2021 Budget - Action Item

Moved by Polk County, seconded by Clive, to approve Resolution 12-19-04. Motion carried unanimously by voice vote.

Director of Finance Rob Lang reported the budget has been prepared to reflect a conservative nature for revenue and expenses. The budget includes the addition of seven new full-time positions, along with a price increase for commercial waste at the two transfer stations.

11. Director's Report

Executive Director Michael McCoy reported voting of board chair and vice chair will take place during the January board meeting.

McCoy shared a 50th anniversary celebration video.

McCoy shared he is exploring an opportunity for Metro Waste Authority to partner with the Iowa DNR to provide a shooting range for the Greater Des Moines area.

McCoy reported city council presentations are underway. Staff have presented in Grimes, Windsor Heights, Johnston, and Polk County.

Community Relations Coordinator Cassie Riley introduced the agency's new Customer Service Lead Ashley Schaum.

McCoy recognized Barb Malone, Pleasant Hill, for her years of services on the board.

The January executive finance meeting has been cancelled.

The January board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on a Wednesday, January 8, 2020.

12. Chair's Report

No report.

13. General Board Discussion and Other Business

No report.

14. Closed Session

Moved by Clive, seconded by Altoona, to enter closed session at 6:30 pm as provided in Iowa Code 21.5.1.a, to review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds, as well as Iowa Code Chapter 21.5.1.c to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. In addition, this discussion is exempt from Iowa Code Chapter 21 pursuant to the case law on attorney/client privilege as codified in Iowa Code Section 622.10.

A motion was made by Polk County, seconded by Windsor Heights, to adjourn closed session at 7:26 pm. Motion carried unanimously by voice vote.

The public meeting reconvened at 7:27 pm.

Chair stated no action was taken in the closed session.

15. Correspondence

No report.

16. Adjournment

Meeting adjourned at 7:30 pm.

Michael McCoy, Executive Director

Mark E. Holm, Chair

**METRO WASTE AUTHORITY
BILLS PAID IN DECEMBER 2019**

Vendor	Services Provided	Amount
A + LAWN AND LANDSCAPE	Site maintenance	\$ 500.00
A TECH, INC.	Security	\$ 80.85
ABM PARKING	Parking	\$ 6,480.00
ACCESS SYSTEMS	Office printing	\$ 863.38
ACCURATE HYDRAULICS & MACHINE	Parts & labor	\$ 360.10
AFFORDABLE DRAIN SERVICE	Building services	\$ 277.80
A-LINE IRON & METALS KELLOGG, LLC	White goods	\$ 2,914.00
ALL FORMS & SUPPLIES, LTD	Office supplies	\$ 69.80
AMERICAN FENCE CO.	Site maintenance	\$ 19,622.00
AMERICAN MARKING, INC.	Office supplies	\$ 28.00
AMERICAN SECURITY	Security	\$ 485.33
ANKENY CHAMBER OF COMMERCE	Public promotion/information	\$ 370.00
ANKENY SANITATION	Waste/drop off/contract expense	\$ 100,709.98
ARACELI GUZMAN	Mileage/expenses	\$ 43.21
ARAMARK UNIFORM SERVICES, INC.	Rags/mats/supplies	\$ 1,962.31
ARSENAULT ASSOCIATES	Computer supplies/maintenance	\$ 3,279.00
ASPEN WASTE SYSTEMS, INC.	Curbside/drop off/waste collection	\$ 5,693.67
A-TEC RECYCLING, INC.	Contract disposal	\$ 1,408.51
ATLANTIC BOTTLING COMPANY	Office supplies	\$ 37.33
AUTOMATIC DOOR	Site maintenance	\$ 962.56
BOMGAARS	Parts/small tools/supplies	\$ 1,371.84
BONDURANT AREA CHAMBER OF COMMERCE	Membership Dues for 2020	\$ 225.00
BONDURANT, CITY OF	Utilities	\$ 135.69
BOOT BARN	Uniforms	\$ 2,330.20
BRICK GENTRY P.C.	Legal fees	\$ 24,517.00
BROTHERS CONSTRUCTION INC	Site maintenance	\$ 1,141.91
CAPITAL CITY EQUIPMENT CO.	Equipment/parts/labor	\$ 25.42
CAPITAL SANITARY SUPPLY CO INC	Office supplies	\$ 681.20
CHAMPLIN TIRE RECYCLING, INC	Tire processing	\$ 6,602.70
CHRISTENSEN DEVELOPMENT 1 LLC	Consulting fees	\$ 10,000.00
CINTAS FIRST AID & SAFETY	Health/safety	\$ 1,347.80
CITY GARDENS, INC	Site maintenance	\$ 1,409.00
CITY OF PERRY	Leachate processing	\$ 4,612.39
CLEAN EARTH SYSTEMS INC	Contract disposal	\$ 1,520.00
CLEAN HARBORS ENV. SERVICE INC	Contract disposal	\$ 11,109.26
CLIVE CHAMBER OF COMMERCE	Dues/subscriptions	\$ 375.00
COMMUNICATION INNOVATORS INC	Computer supplies/maintenance	\$ 95.00
CONSTRUCTION & AGGREGATE PRODUCTS	Leachate collection	\$ 2,398.12
CONTROLLED ACCESS OF THE MIDWEST, LLC	Site maintenance	\$ 264.00
CP MANUFACTURING INC	Equipment	\$ 200,000.00
CPI TECHNOLOGIES, LLC	Phone system maintenance	\$ 24,869.43
CRYSTAL CLEAR	Office supplies	\$ 175.75
CUTLER, SUSAN	Mileage/expenses	\$ 17.40
DATASHIELD CORP	Recycling expense	\$ 50.00
DENMAN & COMPANY, L.L.P.	Professional fees	\$ 20,300.00
DES MOINE WATER WORKS	Utilities	\$ 321.14
DES MOINES MOBILE WASH, INC	Preventive maintenance	\$ 337.50
DES MOINES SOLID WASTE	Yard waste collection	\$ 55,979.57
DES MOINES STEEL CO.	Site maintenance	\$ 291.36
DES MOINES WATER WORKS	Utilities	\$ 622.67
DES MOINES, CITY OF	Lease/leachate hauling	\$ 19,770.95
DIAM PEST CONTROL	Pest control	\$ 383.00
EXPRESS LAUNDRY	Floor mats	\$ 125.00
FASTENAL COMPANY	Health/safety	\$ 34.61
FERRELLGAS	Utilities/equipment fuel	\$ 2,616.04
FLYNN WRIGHT	Public information/promotion	\$ 16,014.00
GRAINGER	Parts/small tools/supplies	\$ 938.51
GREAT CATERERS OF IOWA	Meetings	\$ 420.00

**METRO WASTE AUTHORITY
BILLS PAID IN DECEMBER 2019**

Vendor	Services Provided	Amount
GRIMES CHAMBER OF COMMERCE	Dues & subscriptions	\$ 450.00
GRIMES, CITY OF	Utilities	\$ 236.58
GRP & ASSOCIATES	Contract disposal	\$ 1,173.00
HARRISON COUNTY LANDFILL COMMISSION	Health & safety	\$ 277.50
HARRISON TRUCK CENTERS	Tractors	\$ 400,827.00
HASLER	Postage	\$ 1,308.99
HAWKEYE TRUCK EQUIPMENT	Parts	\$ 58.00
HDR ENGINEERING, INC.	Engineering services	\$ 7,297.28
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	Medical insurance	\$ 705.00
HIEMSTRA TRUCKING LLC	Leachate processing	\$ 44,325.00
HIRE QUALITY SOLUTIONS	Temporary labor	\$ 703.50
HIRERIGHT SOLUTIONS INC.	Health/safety	\$ 67.30
HOTSY CLEANING SYSTEMS	Parts/labor	\$ 263.67
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maint	\$ 317.18
HOUSBY MACK, INC.	Parts/labor/preventive maint	\$ 5,251.01
HUPP TOYOTALIFT	Equipment maintenance	\$ 191.21
IMWCA	WC insurance	\$ 10,224.00
INLAND TRUCK PARTS CO.	Parts/labor/preventive maint	\$ 2,205.00
INTERSTATE BATTERY SYSTEM OF DES MOINES	Parts	\$ 1,239.60
IOWA DES MOINES SUPPLY	Janitorial supplies	\$ 315.23
IOWA FIRE EQUIPMENT COMPANY	Fire alarm/inspection	\$ 480.00
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	Medical insurance	\$ 29,964.14
IPERS	Employer's share of IPERS	\$ 42,542.52
JOEL T BUCKLIN INC	Parts	\$ 641.67
JOHNSON CONTROLS, INC.	Site maintenance	\$ 694.44
JOHNSTON CHAMBER OF COMMERCE	Membership Dues for 2020	\$ 475.00
KABEL BUSINESS SERVICES	Employee benefit expense/fees	\$ 2,416.88
KAL SERVICES, INC.	Yard waste collection	\$ 2,464.49
KOCH BROTHERS	Office supplies	\$ 979.80
LARRY'S WINDOW SERVICE, INC.	Building services	\$ 730.00
LINK HYDRAULIC, INC	Parts	\$ 122.70
LUBE-TECH & PARTNERS, LLC	Equipment fuel	\$ 7,829.84
MANAGEMENT PROFESSIONALS	Property management fee/site maintenance	\$ 4,741.95
MARSDEN BLDG MAINTENANCE, LLC	Janitorial services	\$ 742.00
MENARDS-ALTOONA	Supplies	\$ 116.69
MHC KENWORTH - DES MOINES	Parts/labor/preventive maint	\$ 2,250.16
MIDAMERICAN ENERGY	Utilities	\$ 12,417.11
MIDWEST AUTO. FIRE SPRINKLER CO.	Inspections	\$ 285.00
MIDWEST OFFICE TECHNOLOGY, INC.	Office printing	\$ 357.00
MIDWEST WHEEL COMPANIES	Preventive maintenance	\$ 880.87
MMC CONTRACTORS IOWA, INC.	Bldg repairs/site maintenance	\$ 388.08
MOTOR PARTS WAREHOUSE, INC	Parts/small tools/supplies	\$ 145.28
NEESE INC.	Leachate processing	\$ 17,142.84
ODORGON	Parts	\$ 892.11
OFFICE OF AUDITOR OF STATE	Filing fees audit report	\$ 850.00
O'REILLY AUTO PARTS	Parts/small tools/supplies	\$ 1,693.80
OTIS	Elevator inspection	\$ 105.00
PER MAR	Security	\$ 137.50
PERRY FINE ARTS	Membership Dues for 2020	\$ 100.00
PETERBILT OF DES MOINES	Parts/labor/preventive maint	\$ 87.01
PETERSON CONTRACTORS, INC.	Contracted fly ash hauler	\$ 35,711.85
PLEASANT HILL CHAMBER OF COMMERCE	Membership Dues for 2020	\$ 620.00
PLUMB SUPPLY	Building services	\$ 175.29
POLK CITY CHAMBER OF COMMERCE	Membership Dues for 2020	\$ 185.00
POMP'S TIRE SERVICE, INC.	Tire/track repairs	\$ 13,194.57
POSTMASTER	Rent for PO Box	\$ 262.00
PRAXAIR DISTRIBUTION INC.	Welding supplies	\$ 232.25
PREMIER ELECTRIC	Building services	\$ 170.00

**METRO WASTE AUTHORITY
BILLS PAID IN DECEMBER 2019**

Vendor	Services Provided	Amount
PREMIER OFFICE EQUIPMENT	Office printing	\$ 157.78
PROSPERITY JANITORIAL	Janitorial services	\$ 1,781.67
QUICK FUEL	Equipment fuel	\$ 1,302.86
QUICK OIL CO.	Equipment fuel	\$ 7,498.15
RADIO ENGINEERING INDUSTRIES, INC.	Parts	\$ 239.55
RED WING SHOE STORE	Health/safety	\$ 761.98
RELIANCE STANDARD LIFE	Insurance premium	\$ 3,207.07
ROAD MACHINERY & SUPPLIES,CO.	Parts/preventive maintenance	\$ 773.68
RSM US LLP	Consulting/prof service/dues	\$ 2,218.50
RSM US PRODUCT SALES LLC	Computer supplies/maint/fees	\$ 796.55
SAFETY-KLEEN SYSTEMS, INC	Supplies	\$ 292.33
SCS FIELD SERVICES	Engineering services	\$ 27,122.28
SECURITY EQUIPMENT INC	Building repairs	\$ 552.00
SENECA COMPANIES	Leachate collection	\$ 5,938.13
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	\$ 32,508.31
STENSLAND	Site maintenance	\$ 1,111.25
STRAUSS SECURITY SOLUTIONS	Security	\$ 2,109.92
SWANA	Dues/subscriptions	\$ 295.00
SYN-TECH SYSTEMS INC	Equipment fuel	\$ 78.30
TAB PRODUCTS CO. LLC	Consulting fees	\$ 4,397.00
TARPOMATIC, INC.	Cover material	\$ 66.41
TESTAMERICA LABORATORIES, INC	Environmental monitoring	\$ 1,212.40
TIFCO INDUSTRIES	Parts/small tools/supplies	\$ 1,156.89
TREASURER STATE OF IOWA	Sales tax	\$ 8,265.66
TURF TOUCH-WEED MAN	Site	\$ 1,422.00
UNITY POINT HEALTH	Health & Safety	\$ 54.00
UNIVERSAL PRINTING SERVICES	Outside printing	\$ 915.21
UPS	Mailing expense	\$ 46.71
URBANDALE CHAMBER OF COMMERCE	Membership Dues for 2020	\$ 450.00
URBANDALE PUBLIC WORKS DEPT.	Yard waste collection	\$ 72,504.71
US BANK LOAN PAYMENT	MNTS loan payment	\$ 62,242.65
VALLEY ENVIRONMENTAL SERVICES	Contract disposal	\$ 220.00
VAN WALL EQUIPMENT	Parts/labor/preventive maint	\$ 822.40
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	\$ 9,058.99
VEIT & COMPANY INC	Various projects	\$ 325,049.76
VERIZON WIRELESS	Computer supplies/maintenance	\$ 715.72
VERMEER SALES & SERVICE INC.	Parts	\$ 840.56
WASTE CONNECTIONS, INC.	Waste collection/tire process	\$ 391,465.44
WASTE MANAGEMENT	Curbside/drop off/waste collection	\$ 78.29
WASTE MANAGEMENT OF IOWA	Curbside/drop off/waste coll	\$ 720,601.69
WASTE SOLUTIONS OF IOWA	Building services	\$ 640.00
WASTEQUIP	Curbside cart expense/repair	\$ 34,550.88
WEIGHTS & MEASURES BUREAU	Site permit	\$ 84.00
WELLS FARGO	Building services	\$ 97.96
WEST BANK	Credit card payment for misc office and travel expenses	\$ 4,115.37
WEST DES MOINES, CITY OF	Advertising	\$ 4,000.00
WEX	Fuel	\$ 1,449.30
WILLIAMSON'S REPAIR	Equipment maintenance	\$ 1,762.73
WOODRUFF CONSTRUCTION, LLC	Site maintenance	\$ 180.00
WRIGHT OUTDOOR	Building services	\$ 334.00
XENIA RURAL WATER DISTRICT	Utilities	\$ 140.18
ZIEGLER, INC.	Part/labor/prev maint/subscrip	\$ 7,970.12
ZONAR SYSTEMS, INC	Dues/subscriptions	\$ 2,039.70
GRAND TOTAL		2,967,933.22

**METRO WASTE AUTHORITY
BILLS PAID IN DECEMBER 2019**

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.

A handwritten signature in blue ink, appearing to read "Michael McCoy", with a long horizontal flourish underneath.

Michael McCoy, Executive Director

A handwritten signature in blue ink, appearing to read "Rob Lang", with a long horizontal flourish underneath.

Rob Lang, Director of Finance

Metro Waste Authority Board
Monthly Board Meeting
January 22, 2020
CONSENT AGENDA ITEM 9

ITEM:

Approval of Compost It! Bag vendor renewal agreement.

SUMMARY:

Metro Waste Authority recommends contracting with PABCO of Newark, NJ to supply Compost It! bags for purchases made in 2020.

DISCUSSION POINTS:

Metro Waste Authority sells approximately 1 million 30-gallon compostable bags each year for its Compost It! program. Based on current inventory, projections indicate we will order 772,200 bags. In 2016, PABCO became the bag supplier. The fourth one-year extension is recommended, and the renewal agreement is included in the board packet.

STAFF RECOMMENDATION:

Staff recommends approving the renewal agreement with PABCO to supply Compost It! bags.

BUDGET REQUIREMENTS:

There is no price increase. The purchase of bags is budgeted each fiscal year. Staff estimates a purchase of 772,200 bags in the 2020-yard waste season, which totals \$307,740.

ATTACHMENTS:

PABCO Proposal/Agreement

CONTACTS:

Leslie Irlbeck, Director of Public Affairs, 515.323.6501

Metro Waste Authority
Acknowledgment of Fourth Renewal—Compostable Kraft Yard Waste Bags Agreement

THIS ACKNOWLEDGMENT OF RENEWAL is made and executed this ____ day of _____, 20____, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter “MWA”) and Pabco Industries, LLC (hereinafter referred to as “Supplier.”)

WHEREAS, in January of 2016 the Supplier and MWA executed the Compostable Kraft Yard Waste Bags Agreement (“Original Agreement”) wherein Supplier agreed to supply Kraft yard waste bags for MWA’s Compost It! program from January 1, 2016, through December 31, 2016; and

WHEREAS, pursuant to Section 1 of the Original Agreement, the parties agreed that the term of the Original Agreement was subject to four (4) additional yearly renewal options; and

WHEREAS, the parties have agreed to exercise the fourth renewal provision and extend the term of the Agreement until December 31, 2020, pursuant to the terms, provisions, and pricing set forth in the Original Agreement—except as set forth herein.

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 1 of the Original Agreement, the parties have exercised the right to renew the Original Agreement for an additional one (1) year period.
2. The renewal period shall be effective for 2020.
3. The price of the bags shall not change in 2020 and shall remain the same as set forth in the Third Renewal.
4. All other terms of the Original Agreement shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: _____
 Michael McCoy, Executive Director

SUPPLIER:


 By: Todd Sherman, Bid Agent / Director of Sales & Operations

Metro Waste Authority Board
Monthly Board Meeting
January 22, 2020
CONSENT AGENDA ITEM 10 AND 11

ITEM:

Yard Waste Transportation and Disposal Agreement with City of Pella and KAL Services

SUMMARY:

Agreement allows the City of Pella to offer the Compost It! program to its residents and KAL Services to transport and dispose of residential yard waste from the City of Pella at Metro Park East Landfill.

DISCUSSION POINTS:

The City of Pella contracts yard waste collection with KAL Services. Metro Waste Authority sells Compost It! bags and stickers to KAL Services. In turn, they make bags and stickers available to residents, for the City of Pella to offer the Compost It! program to residents. Recommend approval.

STAFF RECOMMENDATION:

Staff recommends approval of the renewal agreement with City of Pella and KAL Services.

BUDGET REQUIREMENTS:

Metro Waste Authority pays KAL Services \$29.33 per ton of yard waste delivered to Metro Park East Landfill. This is a budgeted expense. Metro Waste Authority receives the revenue for the Compost It! bags and stickers sold to KAL Services.

ATTACHMENTS:

Agreement enclosed in board packet.

CONTACTS:

Cassie Riley, Community Relations Coordinator, 515.323.6502

**METRO WASTE AUTHORITY
YARD WASTE TRANSPORTATION AND DISPOSAL AGREEMENT
WITH THE CITY OF PELLA**

THIS AGREEMENT, made and entered into the 27th day of December 2019 by and between the CITY OF PELLA, IOWA, A Municipal Corporation, (hereinafter referred to as the City), and METRO WASTE AUTHORITY, (hereinafter referred to as MWA).

WITNESSETH

WHEREAS, City, on behalf of its residents, desires to provide for the composting of all acceptable yard waste collected within the Corporate Limits in an environmentally acceptable manner; and,

WHEREAS, City, anticipates that an agreement with MWA regarding the same will be of substantial benefit to City; and

WHEREAS, MWA desires to provide City with services regarding yard waste disposal;

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter contained, it is mutually agreed as follows:

1. **Services Provided.** During the term of this Agreement MWA agrees to provide the following services regarding yard waste and the disposal of yard waste on behalf of the City to City yard and solid waste customers:
 - a. **Yard Waste Bags and Stickers.** MWA shall purchase and deliver to City's collection contractor, yard waste bags and stickers to be purchased and used by residents for yard waste. Yard waste bags provided by MWA shall have a minimum capacity of 30 gallons or forty (40) pounds and be bundled in packages containing 5 bags each. Yard waste bags and stickers shall be delivered to City's collection contractor on an as-needed basis.
 - b. **Composting Services.** MWA shall become the owner of, and provide for the composting of, all yard waste bagged or stickered, delivered to its composting facility by the City's collection contractor. MWA shall conduct its composting operations in accordance with all applicable Federal, State and Local requirements, laws, regulations, and ordinances now in effect and as may hereafter be modified.
 - c. **Yard Waste.** Yard waste shall consist of bagged yard waste or bundled brush which must be less than four (4) feet in length, weigh less than forty (40) pounds, and must be bound together with biodegradable material. Bundles must have either an MWA-approved bag tied to the bundle or have an approved yard waste sticker affixed to the bundle. Yard waste shall also include natural Christmas


trees for the first two (2) weeks in January which must have either an MWA-approved bag or an approved yard waste sticker attached to the tree.

- d. **Compost.** MWA shall make available to the City, bulk compost in minimum quantities of eight (8) cubic yards, picked up at MWA's Compost Center, 1601 Harriet Street, Des Moines, IA unless otherwise directed to another facility, at the posted rate for bulk compost, when available, on a first come first serve basis.
 - e. **Transportation Costs.** MWA shall enter into a contract with the City's collection contractor (Attachment A) for transporting the yard waste from the City's corporate limits to MWA's composting facility. MWA shall not collect yard waste from individual City residents.
2. **Sale of Bags and Stickers.** MWA shall provide to the City's collection contractor the bags and stickers needed as set out in the contract with the City's collection contractor (Attachment 1). The price of yard waste bags shall not exceed 95 cents per bag in salable units of 5 bags for \$4.75. The price of yard waste stickers shall not exceed 70 cents per sticker.
 3. **Exclusivity.** MWA shall be the exclusive yard waste disposer for City residential customers during the term of this Agreement, or any renewals thereof. The foregoing shall not prohibit City from negotiating with other service providers for period beyond the initial term of this agreement, or any renewals thereof.
 4. **Status.** It is understood that MWA is an independent contractor under this Agreement, and neither it nor its employees shall be considered employees of City.
 5. **Hold Harmless.** Each party shall indemnify and hold the other party harmless for any damages, costs and expenses resulting from the negligent acts or omissions of its respective employees or agents.
 6. **Term.** This Agreement shall commence January 1, 2020, and end at midnight December 31, 2020.
 7. **Termination.** If either party wishes to terminate this agreement for any reason, it may do so by providing the other party sixty (60) days written notice of intent to terminate. In the event of termination of this agreement, MWA shall be entitled to collect for all bags distributed.
 8. **Binding Effect.** This Agreement shall inure to the benefit of and bind the respective successors in interest of the parties hereto.

METRO WASTE AUTHORITY

CITY OF PELLA, IOWA

By _____
Michael McCoy
Executive Director

By  _____
Finance Director

ATTACHMENT A

**METRO WASTE AUTHORITY
YARD WASTE AGREEMENT WITH KAL SERVICES, INC**

THIS AGREEMENT, made the 12 day of ~~December 2019~~ ^{January, 2020^{MC}}, by and between METRO WASTE AUTHORITY (hereinafter referred to as "MWA"), a joint powers entity organized pursuant to §28E of the Iowa Code, (hereinafter referred to as "MWA"), and KAL Services, Inc. DBA Midwest Sanitation, an Iowa corporation, (hereinafter referred to as "Contractor"):

WHEREAS, the City of Pella desires to promote the health, safety and general welfare of its residents, and to comply with necessary provisions of state and federal law, by providing an efficient and cost-effective system to dispose of yard waste, and

WHEREAS the City of Pella has solicited quotes for the transportation and disposal of yard waste from the City limits, and has determined that the Contractor has submitted the most cost effective response to this solicitation, a copy of which has been attached to this agreement (Attachment "A")

NOW, THEREFORE, in consideration of the above factors and the mutual covenants contained herein, and for other good and valuable consideration, MWA and the Contractor agree as follows:

Section 1. CONTRACTOR RESPONSIBILITY.

A. Contractor shall:

1. Obtain all necessary licenses and permits.
2. Take precautions necessary to protect persons or property against injury or damage and perform the work in a reasonable and prudent manner.
3. Abide by all statutes, ordinances, rules and regulations now in existence or hereinafter enacted governing the collection and disposal of yard waste.
4. Provide MWA with a monthly record of tons of yard waste transported under the contract.
5. Transport all household yard waste collected by Contractor from within the City of Pella to the Metro Park East Landfill. The yard waste shall be transported in covered, water tight, non-leaking vehicles licensed by the State of Iowa. Collections shall be made so as not to allow spilling of any yard waste or refuse on public or private property.
6. Provide residents MWA-approved biodegradable yard waste bags and self-adhering MWA-approved stickers according to the terms and conditions outlined in Attachment "B", Yard Waste Bag Distribution.

Section 2. MWA RESPONSIBILITY.

A. MWA shall:

1. Obtain appropriate yard waste bags and stickers for distribution to retail points by the Contractor.
2. Provide Contractor with the procedures to be used by residents in preparing yard waste for collection.
3. Process the materials collected.

Section 6. REVENUES FROM SALE OF BAGS AND STICKERS. All revenues from the sale of yard waste bags and/or stickers will be returned to MWA.

Section 7. PAYMENT TO CONTRACTOR. Contractor will be paid a fee of \$29.33 per ton for all yard waste delivered to the designated disposal site which will include all of the costs for collection services from Pella city limits to the designated site. Payment will be made within 30 days after MWA receives the monthly invoice. No adjustment will be made to this price for the duration of the contract.

Section 8. ACCEPTABLE YARD WASTE. All Yard delivered to the MWA-designated disposal site under this contract shall be in approved MWA bags or bundles with MWA stickers attached. The bundles shall not be longer than four feet in length, weigh more than 40 pounds and shall be secured with a biodegradable tie.

Section 9. FLOW CONTROL. The Contractor agrees to deposit all solid waste collected by the Contractor within MWA's Comprehensive Plan Service Area at the Metro Park East Landfill. Any exceptions to this designated facility must be executed in writing and signed by MWA, the City and the Company; provided in the event the Contractor operates a transfer station for the purpose of compacting waste for transportation to the Metro Park East Landfill, said transfer station shall be approved as a designated disposal site.

Section 10. TONNAGE. The Contractor understands that MWA will not guarantee a minimum or a maximum tonnage to be collected under this agreement.

Section 11. INDEMNITY. Company shall indemnify and save harmless MWA, and their 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 Contractor, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of MWA , their officers, agents, servants and employees.

Section 12. INSURANCE. Contractor shall at all times during this Agreement maintain in full force and effect all insurance necessary to fully indemnify and save harmless MWA, including Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance as set out in the RFP.

Section 13. TRANSFERABILITY OF CONTRACT. Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of MWA, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume all liability and responsibility of Contractor.

Section 14. COMPLIANCE WITH LAWS. Contractor shall conduct operations under this Agreement in compliance with all applicable state, federal and city laws and regulations.

Section 15. SEVERABILITY. In the event that any provision or portion thereof of this Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

Section 16. EFFECTIVE DATE AND TERMINATION. This agreement shall be effective upon the executive of the Agreement and its performance shall begin on January 1, 2020 and end December 31, 2020.


Section 17. ATTORNEY FEES. Any party not in compliance with the provisions of this agreement shall be notified in writing of its non-compliance and given 30 days to comply prior to the commencement of any legal action. In the event it is necessary for a party to initiate legal action to enforce the provisions of this agreement, and it prevails, the losing party shall pay the costs of litigation including reasonable attorney fees

IN WITNESS WHEREOF, we the undersigned, by our duly authorized agents, affix our signatures this 1 day of January 2020.^{mc}

METRO WASTE AUTHORITY

KAL SERVICES, INC.
DBA MIDWEST SANITATION

By _____
MICHAEL MCCOY
Executive Director

By 
MATT CROSS
Site Manager

Attachment B

CITY OF PELLA YARD WASTE BAG DISTRIBUTION

KAL Services, DBA Midwest Sanitation, (Contractor) agrees to the following terms and conditions for storage, sale, and distribution of Compost It! bags, MWA's yard waste collection bags.

1. Contractor shall keep complete and accurate records detailing distribution dates quantities and retailers.
2. Contractor shall deliver bags to retailers in minimum order quantities of 10 cases (a case is 10 saleable units; a saleable unit is a bundle of 5 bags).
3. Contractor shall bill retailers \$47.50 per case for bags delivered (\$0.95 per bag or \$4.75 per salable unit).
4. Contractor shall deliver only to retailers within the community of Pella.
5. Contractor will provide signed bills of lading including product quantity and date from retailers for each order shipped.
6. Bills of lading shall be provided to MWA monthly with statements.
7. Contractor shall provide MWA an inventory report upon request.
8. Contractor shall store the product in an environment free from moisture and any other element, which would otherwise damage the bags.
9. Contractor shall be responsible at the rate of \$50.00 per case for any product which is unaccounted for at the end of the contract period either in actual inventory or signed bills of lading.
10. Contractor will bill MWA monthly for bag delivery. MWA will reimburse Contractor at the rate of \$15 per delivery (minimum of 10 cases), regardless of order size, to retailers with the city limits of Pella.

Metro Waste Authority Board
Monthly Board Meeting
January 22, 2020
AGENDA ITEM 12

ITEM:

Approval of Crawler Loader purchase for Metro Park West Landfill.

SUMMARY:

2020 John Deere 755K Crawler Loader is the lowest bid and best meets the operational needs.

DISCUSSION POINTS:

The crawler loader is the primary piece of equipment used at Metro Park West Landfill. Staff reprioritized the budgeted equipment purchase for FY 19/20 based on upcoming equipment repairs and operational needs. Metro Waste Authority received three bids: Ziegler Cat, 963K Wide Gauge, \$359,689; Ziegler Cat, 963K Standard Gauge, \$327,108; and Murphy Tractor & Equipment, John Deere 755K Crawler Loader, \$287,700.

HISTORY:

The current crawler loader is a 2008 Caterpillar, which came Metro Park East Landfill. The engine was remanufactured twice, and the undercarriage was replaced once, and it's due for another undercarriage replacement for about \$20,000.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of John Deere 755K Crawler Loader with the five year/5,000 hour power train and hydraulic warranty for a total of \$314,000.

BUDGET REQUIREMENTS:

The crawler loader wasn't budgeted, but it will be purchased in replace of the budgeted dozer. It is about \$300,000 under budgeted amount; dollars are available in capital equipment. This price is reflective of state bid pricing.

ATTACHMENTS:

Quote

CONTACT:

Leslie Irlbeck, Director of Public Affairs, 515.323.6501

Quote Id: 20971480

Prepared For:
METRO PARK WEST LANDFILL



Prepared By: **TONY PEARCE**

Murphy Tractor & Equipment
5087 E Broadway Ave
Des Moines, IA 50317-4744

Tel: 515-263-0055
Mobile Phone: 515-346-9660
Fax: 515-263-0002
Email: tpearce@murphytractor.com

Quote Summary

Prepared For:
 METRO PARK WEST LANDFILL
 2499 337th St
 Perry, IA 50220

Prepared By:
 TONY PEARCE
 Murphy Tractor & Equipment
 5087 E Broadway Ave
 Des Moines, IA 50317-4744
 Phone: 515-263-0055
 Mobile: 515-346-9660
 tpearce@murphytractor.com

The price quoted reflects state bid pricing.

Quote Id: 20971480
Created On: 19 December 2019
Last Modified On: 15 January 2020
Expiration Date: 31 January 2020

Equipment Summary	Qty	Extended
JOHN DEERE 755K CRAWLER LOADER	1	
Equipment Total		\$ 287,700.00

Trade In Summary	Qty	Each	Extended
2008 CATERPILLAR 963D - CAT0963DCLC800826	1	\$ 40,000.00	\$ 40,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 40,000.00
Trade In Total			\$ 40,000.00

Quote Summary	
Equipment Total	\$ 287,700.00
Trade In	\$ (40,000.00)
SubTotal	\$ 247,700.00
Total	\$ 247,700.00
Balance Due	\$ 247,700.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20971480

Customer: METRO PARK WEST LANDFILL

JOHN DEERE 755K CRAWLER LOADER

Hours:
Stock Number:

Code	Description	Qty
9810T	755K CRAWLER LOADER	1
Standard Options - Per Unit		
170C	JDLINK Ultimate 5 Year Subscription	1
3010	Joystick Steering with FNR, Variable Speed, Direction Control and Brake Pedal	1
3520	Auto-Reversing, Hydraulic-Drive Engine Fan	1
4630	22 In. (560 mm), Closed Center Double Grouser with Extended Life Bushings	1
5085	Cab with Air Conditioner and Heater	1
5890	Air Suspension Heated Comfort Control High Back Fabric Seat	1
7110	Dual Axis Joystick Loader Controls Without Front Hydraulics	1
8010	Hydraulic And Hydrostatic Oil - Hydrau	1
8710	General Purpose Bucket	1
8820	Bolt-On Segments and Teeth (8)	1
9060	Severe Duty Fuel Filter & Water Separator with Heater	1
9070	Fluid Sampling Ports	1
9096	Bucket Cylinder Protection	1
9097	Lift Cylinder Line Protection	1
9130	Single Stage Rotary Ejector Engine Air Precleaner	1
9155	Sprocket Segments with Recesses	1
9160	Final Drive Trash Guards	1
9340	Retrieval Hitch Loop	1
9530	Engine Block Heater	1



5087 E BROADWAY AVE
DES MOINES, IA 50317
515-263-0055

10893 112 ROAD
DODGE CITY, KS 67801
620-227-3139

1303 3RD AVE NW
FORT DODGE, IA 50501
515-576-3184

220810 HWY 92
GERING, NE 69341
308-436-2177

3204 S ENGLEMAN RD
GRAND ISLAND, NE 68803
308-381-0741

325 S. HWY 281
GREAT BEND, KS 67530
620-792-2748

8600 NE PARVIN RD
KANSAS CITY, MO 64161
816-483-5000

6100 ARBOR RD
LINCOLN, NE 68517
402-467-1300

3701 S. JEFFERS ST
NORTH PLATTE, NE 69101
308-534-7020

9751 S 148TH ST
OMAHA, NE 68138
402-894-1899

4900 HARBOR DR
SIOUX CITY, IA 51111
712-252-2753

1401 S STATE HIGHWAY MM
SPRINGFIELD, MO 65802
417-863-1000

1621 NW GAGE BLVD
TOPEKA, KS 66618
785-233-0556

1410 W. OKLAHOMA AVE
ULYSSES, KS 67880
620-356-1071

3469 W. AIRLINE HWY
WATERLOO, IA 50703
319-235-7085

CORPORATE OFFICE:

5375 N DEERE RD
PARK CITY, KS 67219
316-945-1015

Metro Park West Landfill 755K Crawler Loader Warranty Options

Power Train and Hydraulic Warranty Options

36 Month 3000 Hours PTH Warranty \$12,100

60 Month 5000 Hours PTH Warranty \$26,300

84 Month 7000 Hours PTH Warranty \$51,100

Comprehensive Warranty Options

36 Month 3000 Hours Comp Warranty \$15,400

60 Month 5000 Hours Comp Warranty \$33,700

84 Month 7000 Hours Comp Warranty \$67,200

*All warranty options include all travel time and mileage charges for warrantable repairs made during the warranty period.

Metro Waste Authority Board
Monthly Board Meeting
January 22, 2020
AGENDA ITEM 13

ITEM:

Set public hearing on entering into Loan Agreement with Polk County related to financing materials recovery facility and refinancing the outstanding balance of the Authority's Taxable Revenue Note (Grimes Transfer Station Project) Series 2014.

SUMMARY:

A public hearing will be held by Metro Waste Authority on a proposed loan agreement with Polk County at its meeting at 5:45 pm local time on February 19, 2020, at Central Office. At said time and place, any interested person may appear and file objections thereto. Written objections may also be filed in advance at the following address: 300 E. Locust Street, Ste.100, Des Moines, Iowa 50309.

DISCUSSION POINTS:

Dorsey & Whitney, bond counsel for Metro Waste Authority, reports that state law requires that Metro Waste Authority adopt a resolution to set, on February 19, 2020, the date for a public hearing on a financial agreement to be entered between MWA and Polk County with respect to the financing of the materials recovery facility and refinancing the outstanding balance of the Authority's Taxable Revenue Note (Grimes Transfer Station Project), Series 2014.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

MRF Public Hearing Resolution - January 2020

CONTACT:

Michael McCoy, Executive Director, 515.323.6535

SET DATE FOR HEARING ON ENTERING
INTO A LOAN AGREEMENT

438781-1

Des Moines, Iowa

January 22, 2020

The Board of Directors of the Metro Waste Authority met on January 22, 2020, at 5:45 p.m., at 300 East Locust, Des Moines, Iowa. The Chairman presided and the roll was called showing the following Board Members present and absent:

Present: _____

Absent: _____.

Board Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Board Member _____; and after due consideration thereof by the Board, the Chairman put the question upon the adoption of said resolution, and the roll being called, the following named Board Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairman declared the said resolution duly adopted, as follows:

RESOLUTION NO. _____

To fix a date for a public hearing on a loan agreement in a principal amount not to exceed \$33,000,000

WHEREAS, the Board of Directors (the Board”) of the Metro Waste Authority (the “Authority”) proposes to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed \$33,000,000, pursuant to the provisions of Chapters 28F and 384 of the Code of Iowa, for the purpose of reimbursing Polk County, Iowa (the “County”) for the issuance by the County of General Obligation Bonds or Notes (the “Bonds”), the proceeds of which will be loaned by the County to the Authority for the purpose of financing the construction and equipping of a material recovery facility, including related improvements, funding a debt service fund, if necessary, refunding the outstanding balance of the Authority’s Taxable Revenue Note (Grimes Transfer Station Project), Series 2014 and paying for costs of issuance related to the Bonds (hereinafter referred to as the “Project”); and

WHEREAS, it is necessary for the Board of Directors to set the date for a public hearing on the Loan Agreement;

NOW, THEREFORE, It Is Resolved by the Board of Directors of the Metro Waste Authority, as follows:

Section 1. The Board shall meet on the 19th day of February, 2020, at the Authority Administrative Offices, Des Moines, Iowa, at 5:45 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The Executive Director is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the meeting will be held, by publication at least once, and not less than 4 nor more than 20 days before the meeting, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT
AND BORROW MONEY IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$33,000,000

(MATERIAL RECOVERY FACILITY AND REFUNDING SOLID WASTE DISPOSAL
REVENUE)

The Board of Directors of the Metro Waste Authority, Des Moines, Iowa, will meet on the 19th day of February, 2020, at 300 East Locust, Des Moines, Iowa, at 5:45 p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed \$33,000,000 for the purpose of reimbursing Polk County, Iowa (the “County”) for the issuance by the County of General Obligation Bonds or Notes (the “Bonds”), the proceeds of which will be loaned by the County to the Authority for the purpose of financing the construction and equipping of a material recovery facility, including related improvements, funding a debt service fund, if necessary, refunding the outstanding balance of the Authority’s Taxable Revenue Note (Grimes Transfer Station Project), Series 2014 and paying for costs of issuance related to the Bonds (hereinafter referred to as the “Project”).

The Loan Agreement will be payable solely and only from the Net Revenues of the Metro Waste Authority.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Chapters 28F and 384 of the Code of Iowa.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the Board may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Directors of the Metro Waste Authority.

Michael McCoy
Executive Director

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved January 22, 2020.

Chairman, Board of Directors

Attest:

Executive Director

••••

On motion and vote, the meeting adjourned.

Chairman, Board of Directors

Attest:

Executive Director

STATE OF IOWA
COUNTY OF POLK
CITY OF DES MOINES

SS:

I, the undersigned, Executive Director of the Metro Waste Authority, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Directors of the Authority relating to fixing a date for hearing on the Board's proposal to take action in connection with a loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2020.

Executive Director

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF DES MOINES

I, the undersigned, Executive Director of the Metro Waste Authority, do hereby certify that pursuant to the resolution of the Board of Directors of the Authority fixing a date of meeting at which it is proposed to take action to enter into a loan agreement in an amount not to exceed \$33,000,000, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in Polk County, Iowa.

WITNESS MY HAND this _____ day of _____, 2020.

Executive Director

(Attach here publisher’s original affidavit with a clipping of the notice as published.)

January 17, 2020

Michael McCoy
Executive Director
Metro Waste Authority
300 East Locust Street, Suite 100
Des Moines, IA 50309

Re: \$33,000,000 Solid Waste Revenue Loan Agreement
Our File No. 438781-1

Dear Michael:

We have prepared a revised resolution that may be adopted by the MWA Board of Directors on January 22, 2020 in order to set February 19 as the date for a hearing on the proposal to enter into the Solid Waste Revenue Loan Agreement with Polk County.

The documents enclosed include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold a hearing and take action to enter into the Loan Agreement with Polk County.

The form of notice of hearing is set out in Section 2 of the resolution.

2. Certificate attesting the transcript.

3. Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once not less than 4 nor more than 20 days before the meeting date set for the hearing. Please email or fax a copy of the published notice to our office at (515) 283-1060.

As soon as possible after the Board meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc: Amy Muench
Matt Brick
Matt Stoffel

Metro Waste Authority Board
Monthly Board Meeting
January 22, 2020
AGENDA ITEM 14

ITEM:

Approval of Deputy Director for Metro Waste Authority.

SUMMARY:

As of February 2020, Leslie Irlbeck has been employed with Metro Waste Authority (MWA) for eight years. Throughout her employment, Irlbeck has championed our values, has brought the public affairs department to new heights, and has proven herself as a leader for our staff, residents and communities, while positively representing the agency nationally in the solid waste and recycling industries. As Deputy Director, Irlbeck will begin to oversee MWA's finance department, as well as continue to manage the public affairs department. Irlbeck's experience and leadership will allow her to thrive in this new role.

DISCUSSION POINTS:

Below is a list of high level accomplishments Irlbeck has achieved throughout her tenure at MWA:

- Led culture transformation and continues to drive initiatives
- Reshaped and currently guides MWA Strategic Business Plan
- Led the evolution of MWA education and outreach
 - Offering STEM-based curriculum in more than 240 classrooms last year
- Assisted with material recovery facility planning
- Developed strong relationships with various media outlets
- Provided support to Michael McCoy as he transitioned to Executive Director
- Oversight of Metro Park West, which includes personnel, facility and equipment
- Manages the contractual relationships with haulers and cities

STAFF RECOMMENDATION:

Staff recommends approval of Leslie Irlbeck as Deputy Director.

BUDGET REQUIREMENTS:

There is no financial impact for the FY 19/20.

CONTACT:

Michael McCoy, Executive Director, 515.323.6535