



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515.244.0021

MEMORANDUM

DATE: June 13, 2025

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Chief Executive Officer

RE: Wednesday, June 18, 2025, Board Meeting

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This month's board meeting is scheduled for Wednesday, June 18, 2025, 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:

Consent Agenda Items for Approval

8. Resolution 06-25-03 – Approval of Contract with City of Des Moines for Recyclables –Action for Approval

The City of Des Moines has been bringing recycling collected through its residential curbside program to Metro Recycling Facility since 2021. This is an update to an existing agreement, with a three-year term. It includes annual CPI increases to the processing fee and allows for continuous annual renewals after the initial term expires. As part of the contract, the City of Des Moines is responsible for curbside collection and hauling recyclables to the MRF for processing and sale. Staff recommends approval.

9. Resolution 06-25-04 – Approval of Contract with Ankeny Sanitation/Absolute Waste for Recyclables –Action for Approval

As a private commercial hauler, Ankeny Sanitation/Absolute Waste collects recycling for various customers throughout Iowa. The hauler desires to enter into an agreement with Metro Waste Authority for the processing and sale of recyclable materials at Metro Recycling Facility. The contract term is three years and includes annual CPI increases to the processing fee. Staff recommends approval.

Regular Agenda Items for Approval

10. Resolution 06-25-05 – Approval of Environmental Liability Policy Addition – Action Item

Expanded coverage for environmental liability, for all Metro Waste Authority sites, was evaluated during annual renewal of the agency's property and casualty insurance policies. Staff suggest adding \$3 mil coverage at a cost of \$38k for the coming year. Staff recommends approval.

11. Resolution 06-25-06 – Approval of Chief Executive Officer FY 24/25 Review and FY 25/26 Salary Adjustment – Action Item

A performance review for Chief Executive Officer Michael McCoy was performed by the Board of Directors Chair Rob Sarchet and a committee comprised of Susan Skeries, Windsor Heights, and Ted Weaver, Clive. Eight performance reviews were submitted and reviewed. Overall performance ratings and comments were positive and indicated that McCoy met or exceeded expectations for FY 24/25. Recommend for approval.



**Board of Directors
2025 Calendar Year**

Rob Sarchet
Chair

Susan Skeries
Vice-Chair

Dean O'Connor
Altoona

Joe Ruddy
Ankeny

Bob Peffer
Bondurant

Ted Weaver
Clive

Joe Gatto
Des Moines

Jill Edler
Elkhart

Ryan Burger
Grimes

Bryan Burkhardt
Johnston

Bill Roberts
Mitchellville

Ed Kuhl
Norwalk

Konnor Hodges
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Jeremy Lindquist
Runnells

Patricia Boddy
Urbandale

Doug Loots
West Des Moines

Susan Skeries
Windsor Heights

Michael McCoy
Chief Executive Officer

**Metro Waste Authority
Board Meeting
June 18, 2025**

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

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 9
5. Consideration of Minutes May 2025, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 06-25-01 – Consideration of April 2025, Financial Statements – Action to Receive and File
7. Resolution 06-25-02 – Consideration of May 2025, Monthly Expenditures – Action for Approval
8. Resolution 06-25-03 – Approval of Contract with City of Des Moines for Recyclables – Action for Approval
9. Resolution 06-25-04 – Approval of Contract with Ankeny Sanitation/Absolute Waste for Recyclables

END CONSENT AGENDA

Regular Agenda Items

10. Resolution 06-25-05 – Approval of Environmental Liability Policy Addition – Action Item
11. Resolution 06-25-06 – Approval of Chief Executive Officer FY 24/25 Review and FY 25/26 Salary Adjustment – Action Item
12. Director's Report
13. Chair's Report
14. General Board Discussion and Other Business
15. Correspondence
16. Adjournment

July Executive/Finance Meeting: July 2, 2025, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

July Board Meeting: July 16, 2025, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.

May 21, 2025, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Rob Sarchet, chair, called the May 21, 2025, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Ted Weaver, Clive – In Person
Joe Gatto, Des Moines – In Person
Jill Edler, Elkhart – Virtual
Bryan Burkhardt, Johnston – Virtual
Bill Roberts, Mitchellville – In Person
Konnor Hodges, Pleasant Hill – Virtual
Rob Sarchet, Polk City – In Person
Patricia Boddy, Urbandale – In Person
Doug Loots, West Des Moines – In Person
Susan Skeries, Windsor Heights – In Person

2. Approval of Regular Agenda

Moved by Clive, seconded by Des Moines, to approve the May 21, 2025, board meeting agenda. Motion carried unanimously.

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 12

Moved by Des Moines, seconded by Clive, to approve Consent Agenda, Items 4 through 12, minus Consent Agenda Item 10, which was held for further discussion. Motion carried unanimously by voice vote. Moved by West Des Moines, seconded by Urbandale to approve Consent Agenda Item 10, upon further discussion. Motion carried unanimously by voice vote.

5. Consideration of Minutes March 2025, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 05-25-01 – Consideration of February 2025, Financial Statements – Action to Receive and File

7. Resolution 05-25-02 – Consideration of March 2025, Financial Statements – Action to Receive and File

8. Resolution 05-25-03 – Consideration of March 2025, Monthly Expenditures – Action for Approval
9. Resolution 05-25-04 – Consideration of April 2025, Monthly Expenditures – Action for Approval
10. Resolution 05-25-05 – Approval of Electric Vehicle Purchase at Central Office – Action for Approval
11. Resolution 05-25-06 – Approval to Purchase Fendt Farm Tractor for Metro Park East Landfill – Action for Approval
12. Resolution 05-25-07 – Approval of P-66 Henkel Construction Company Final Payment –Metro Park West Scale House – Action for Approval

END CONSENT AGENDA

Regular Agenda Items

13. Resolution: 05-25-08 – Approval of Environmental Policy Statement – Action Item
Kyle Fisher, environmental management representative, shared the agency's Environmental Policy Statement
14. Presentation: Strategic Objective Close Out – Human Resources
Bailey Ortega, human resources specialist, and Mark Steigleder, safety coordinator, presented outcomes from the completed strategic objectives.
15. Discussion: Strategic Objective Scorecard
Kayla Burkett, public affairs administrator, introduced a quarterly scorecard to track progress on agency objectives.
16. Discussion: Appliance Resale Program
Colby Reid, construction and demolition recycling operations manager, discussed the agency's appliance parts resale initiative.
17. Director's Report
Cassie Riley, community engagement manager, provided updates on the completion of construction at Metro Park West.

Michael McCoy, chief executive officer, discussed insurance renewal.

McCoy updated that litigation brought by Rochon/Graphite regarding Metro Recycling Facility ruled in favor of Metro Waste Authority.

McCoy discussed proposed bills related to municipal solid waste participation and battery stewardship.

McCoy discussed a recent national solid waste conference attended by several staff members.

Emily Dobbins, human resources manager, provided an overview of past and upcoming agency events.

Kayla Burkett, public affairs administrator, shared updates regarding Battery Drop-off containers. A poster tracking pounds collected is on display at Central Office.

18. Chair's Report

Rob Sarchet, chair, informed board members they will be receiving a request to fill out performance evaluations for the executive director.

19. General Board Discussion and Other Business

No report.

20. Correspondence

No report.

21. Adjournment

Moved by Clive, seconded by Urbandale, to adjourn the May 21, 2025, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:23 pm.

Michael McCoy, Chief Executive Officer

Rob Sarchet, Chair

**Metro Waste Authority
Statements of Net Position**

	As of 4/30/2025	As of 6/30/2024
Current Assets		
Cash and cash equivalents	\$ 6,376,522	7,095,138
Accounts receivable	6,627,203	9,018,891
Prepaid expenses, other	413,477	477,308
Inventories	599,835	236,690
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Total current assets	14,017,037	16,828,027
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Assets Whose Use is Limited		
Investments	99,047,063	81,429,241
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Lease Receivables	786,980	786,980
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Capital Assets	208,311,038	201,658,127
Less accumulated depreciation	125,969,258	118,230,380
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Total capital assets	82,341,781	83,427,747
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Total assets	196,192,861	182,471,995
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Deferred Outflows of Resources		
Pension	(2,094,773)	(2,094,773)
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Current Liabilities		
Current portion of notes payable	960,000	960,000
Construction costs payable	-	-
Trade accounts payable	1,980,394	2,425,646
Landfill tax payable	453,674	426,579
Accrued payroll and employee benefits	1,481,858	1,589,531
Other accrued expenses	594,384	414,008
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Total	5,470,310	5,815,764
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Long-term Liabilities		
Notes payable	20,447,295	20,585,159
Accrued landfill closure and post closure care costs	25,237,055	24,196,274
Net pension liability	4,042,806	4,042,806
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Total long-term liabilities	49,727,156	48,824,239
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Total liabilities	55,197,467	54,640,003
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Deferred Inflows of Resources		
Leases	618,988	618,988
Pension	25,099	25,099
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Total deferred inflows of resources	644,087	644,087
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Net Position		
Net investment in capital assets	60,934,486	61,882,588
Restricted for transfer station closure	-	-
Unrestricted	81,511,595	67,400,090
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Total net position	142,446,080	129,282,678
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Total Liabilities, Deferred Inflows and Outflows, and Net Position	\$ 196,192,861	182,471,995
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Metro Waste Authority
Statement of Revenue, Expenses and Change in Net Position
Reported by Line of Business
For the Ten Months Ended 4/30/2025

Revenue by Activity:

Landfills and transfer stations	\$ 36,553,580
Recycling	12,031,995
Contract management - garbage and yard waste	6,576,253
Compost	3,120,419
Office rental	551,423
Total	<u>58,833,670</u>

Expense by Activity:

Landfills and transfer stations	26,244,737
Recycling	11,635,785
Contract management - garbage and yard waste	5,852,506
Compost	2,178,719
Office rental	447,354
Central office	2,969,782
Total	<u>49,328,882</u>

Contribution by Activity:

Landfills and transfer stations	10,308,844
Recycling	396,209
Contract management - non-recycling	723,747
Compost	941,700
Office rental	104,070
Central office	(2,969,782)
Total	<u>9,504,788</u>

Investment income (loss)	<u>3,658,614</u>
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Change in Net Position **13,163,402**

Net Position, beginning of year **129,282,678**

Net Position, end of period **\$ 142,446,080**

The interim financial reports provided are believed to be materially accurate and have been prepared in accordance with GAAP in all material respects. The information is unaudited and intended to provide meaningful information relative to mid-year results.

**METRO WASTE AUTHORITY
BILLS PAID IN MAY 2025**

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FERGUSON	BUILDING SERVICES	\$ 69.84
FERRELLGAS	UTILITIES/EQUIPMENT FUEL	\$ 520.73
FIRE ROVER LLC	DUES & SUBSCRIPTIONS	\$ 5,000.00
FIRST CHOICE SERVICES / US COFFEE	OFFICE SUPPLIES	\$ 326.98
FORCE FITTERS LLC	EMPLOYEE UNIFORM	\$ 1,268.20
FREIGHTLINER OF DES MOINES, INC	PARTS	\$ 2,797.98
GARRY & CONNIE HOWE	CAN REDEMPTION	\$ 930.00
GATR OF DES MOINES, INC.	PARTS	\$ 861.20
GRACE LABEL, INCORPORATED	OUTSIDE PRINTING	\$ 6,193.80
GRAINGER	PARTS/SMALL TOOLS/SUPPLIES	\$ 1,151.77
GRIMES, CITY OF	UTILITIES	\$ 13,712.57
GRP & ASSOCIATES	CONTRACT DISPOSAL	\$ 1,766.00
HARRISON COUNTY LANDFILL COMMISSION	COMMODITY PURCHASE	\$ 3,439.75
HDR ENGINEERING, INC.	ENGINEERING SERVICES	\$ 38,288.56
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	MEDICAL INSURANCE	\$ 1,185.00
HEIDI BEDIER	CAN REDEMPTION	\$ 189.85
HENKEL CONSTRUCTION COMPANY	CAPITAL EXPENDITURE PROJECT	\$ 62,060.08
HERITAGE BUILDING	BUILDING SERVICES	\$ 3,539.73
HILLTOP TIRE SERVICE	EQUIPMENT MAINTENANCE	\$ 417.81
HOLICKY BROS LOGISTICS	THIRD PARTY PARTS/LABOR	\$ 5,019.32
HOUSBY HEAVY EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 9,985.21
HOUSBY MACK, INC.	PARTS/LABOR/PREVENTIVE MAINT	\$ 316.28
INDEED, INC	ADVERTISING	\$ 5,855.21
INLAND TRUCK PARTS CO.	PARTS/LABOR/PREVENTIVE MAINT	\$ 13.08
IOWA DES MOINES SUPPLY, INC.	JANITORIAL SUPPLIES	\$ 643.28
IOWA FIRE EQUIPMENT COMPANY	FIRE ALARM/INSPECTION	\$ 531.00
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	MEDICAL INSURANCE	\$ 47,025.76
IOWA REGIONAL UTILITIES ASSOCIATION	UTILITIES	\$ 25.27
IOWA STAFFING INC	TEMPORARY LABOR	\$ 11,316.00
IOWA TRUCK & TRAILER LLC	EQUIPMENT MAINTENANCE	\$ 815.23
IPERS	EMPLOYER'S SHARE OF IPERS	\$ 114,806.81
ISOLVED BENEFIT SERVICES	EMPLOYEE BENEFIT EXPENSE	\$ 16,796.74
ISOLVED BENEFIT SERVICES	SERVICE FEES	\$ 1,116.90
IVY FULLER	MEETINGS	\$ 100.00
JACOB SIMPSON	REIMBURSEMENT	\$ 119.97
JB HOLLAND CONSTRUCTION, INC.	CAPITAL EXPENDITURE PROJECT	\$ 312,795.10
JIM HAWK TRUCK TRAILERS, INC.	EQUIPMENT/PARTS/LABOR	\$ 1,444.18
JUSTINE ARENDS	TRAVEL REIMBURSEMENT	\$ 32.76
KELLY D RICE	PARTS & LABOR	\$ 1,603.25
KEY COOPERATIVE	EQUIPMENT FUEL	\$ 8,846.86
KIRK IRWIN	REIMBURSEMENT	\$ 284.43
KNAPP	MANAGEMENT FEE	\$ 715.00
KNAPP	SITE MAINTENANCE	\$ 487.50
LEGACY PROPANE LLC	EQUIPMENT FUEL	\$ 1,336.50
LINDE GAS & EQUIPEMENT INC.	WELDING SUPPLIES	\$ 255.63
LUBE-TECH & PARTNERS, LLC	EQUIPMENT FUEL	\$ 14,662.07
MANHATTAN LIFE ASSURANCE CO OF AMERICA	LIFE INSURANCE	\$ 608.88
MCMASTER-CARR SUPPLY CO.	LEACHATE MAINTENANCE/COLLECTIO	\$ 1,190.01
MENARD-INC.	SMALL EQUIP./SUPPLIES	\$ 3,871.80
MHC KENWORTH - DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 494.29
MID IOWA OCCUPATIONAL TESTING	HEALTH & SAFETY	\$ 440.00
MIDAMERICAN ENERGY	UTILITIES	\$ 23,694.51
MIDLAND POWER COOPERATIVE	UTILITIES	\$ 1,131.89
MIDWEST SANITATION & RECYCLING	YARD WASTE COLLECTION	\$ 1,543.66
MIDWEST WHEEL COMPANIES	PARTS	\$ 2,714.57
MURPHY TRACTOR & EQUIPMENT CO.	PREVENTIVE MAINTENANCE	\$ 5,365.23
NATIONAL MINERALS CORPORATION	FLY ASH	\$ 98,813.51
NATIONWIDE OFFICE CLEANERS LLC	JANITORIAL SERVICES	\$ 1,064.74
NEWPORT GROUP INC	CONSULTING FEES	\$ 13,000.00
ODORGON	PARTS	\$ 66,542.66
OLDCASTLE LAWN & GARDEN	OUTSIDE PRINTING	\$ 4,674.60
ONE SOURCE	BACKGROUND CHECKS	\$ 162.50
O'REILLY AUTO PARTS	PARTS/SMALL TOOLS/SUPPLIES	\$ 3,900.86
OVERHEAD DOOR COMPANY	BUILDING MAINTENANCE	\$ 5,743.20
P & P SMALL ENGINES, INC.	PARTS	\$ 31.98

**METRO WASTE AUTHORITY
BILLS PAID IN MAY 2025**

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VENDOR NAME	SERVICES	TOTAL
A KING'S THRONE, LLC	BUILDING SERVICES	\$ 330.00
A+ COMMUNICATIONS & SECURITY	THIRD PARTY BUILDING SERVICES	\$ 181.88
ABM PARKING	PARKING	\$ 6,600.00
ABSOLUTE WASTE REMOVAL LLC	COMMODITY SHARE FEE	\$ 422.13
ACCESS SYSTEMS	OFFICE PRINTING	\$ 695.31
AHLERS & COONEY, PC	LEGAL EXPENSE	\$ 3,767.50
AIR MACH INC.	SITE MAINTENANCE	\$ 1,004.06
AIRGAS, INC. DBA AIRGAS USA, LLC	EQUIPMENT FUEL	\$ 447.71
AMES, CITY OF	COMMODITY PURCHASES	\$ 1,153.60
AMY MCKAY	REIMBURSEMENT	\$ 32.20
ANKENY SANITATION	WASTE/DROP OFF/CONTRACT EXPENS	\$ 575,528.82
A-TEC RECYCLING, INC.	CONTRACT DISPOSAL	\$ 4,711.53
ATHLETICO PHYSICAL THERAPY	HEALTH & SAFETY	\$ 300.00
ATLANTIC BOTTLING COMPANY	OFFICE SUPPLIES	\$ 416.68
AUREON COMMUNICATIONS	TELEPHONE EXPENSE	\$ 9,293.76
AUTOMATION PRODUCTS GROUP, INC	LEACHATE WELL MAINTENANCE	\$ 6,213.60
BAILEY ORTEGA	REIMBURSEMENT	\$ 244.02
BAILEY ROOFING CONTRACTORS INC	BUILDING SERVICES	\$ 575.00
BARRON EQUIPMENT COMPANY, INC	THIRD PARTY BUILDING SERVICES	\$ 567.00
BLUE BEACON INTERNATIONAL INC.	PREVENTIVE MAINTENANCE	\$ 216.00
BOMGAARS	PARTS/SMALL TOOLS/SUPPLIES	\$ 1,714.64
BONDURANT, CITY OF	UTILITIES	\$ 113.55
BOONE COUNTY LANDFILL	COMMODITY PURCHASE	\$ 712.80
BOOT BARN	HEALTH & SAFETY	\$ 628.96
BRICK GENTRY P.C.	LEGAL FEES	\$ 20,039.75
BRIO OF JOHNSTON	CAN REDEMPTION	\$ 108.70
CAMP TOWNSHIP FIRE DEPT. - HOST FEES	HOST FEES	\$ 2,987.20
CAPITAL CITY EQUIPMENT CO.	EQUIPMENT/PARTS/LABOR	\$ 426.29
CERRIS SYSTEMS IOWA, INC	BLDG REPAIRS/SITE MAINTENANCE	\$ 1,632.04
CFI TIRE SERVICE	THIRD PARTY TIRE/TRACK MAINT.	\$ 30,365.31
CINTAS CORPORATION NO. 2	EMPLOYEE UNIFORM+SHOP SUPPLIES	\$ 1,420.45
CL SMITH COMPANY	CONTRACT DISPOSAL	\$ 3,082.73
CLEAN DES MOINES, INC.	JANITORIAL SERVICES	\$ 1,325.00
CLEAN EARTH SYSTEMS INC	CONTRACT DISPOSAL	\$ 3,251.20
CLEAN HARBORS ENV. SERVICE INC	CONTRACT DISPOSAL	\$ 39,455.37
COMMUNICATION INNOVATORS INC	COMPUTER SUPPLIES/MAINTENANCE	\$ 11,724.00
COMPETITIVE EDGE	PUBLIC INFORMATION/PROMOTION	\$ 1,778.98
CONSTRUCTION & AGGREGATE PRODUCTS	LEACHATE MAINTENANCE/COLLECTIO	\$ 925.00
CONTROLLED ACCESS OF THE MIDWEST, LLC	SITE MAINTENANCE	\$ 384.00
CORAL DUBON	TRAVEL REIMBURSEMENT	\$ 71.40
CROSS PRECISION MEASUREMENT	SITE MAINTENANCE/PARTS	\$ 620.08
CRYSTAL CLEAR	OFFICE SUPPLIES	\$ 259.04
DATASHIELD CORP	RECYCLING EXPENSE	\$ 356.90
DELTA INDUSTRIES, INC.	THIRD PARTY PARTS & LABOR	\$ 1,372.56
DELUXE BUSINESS CHECKS AND SOLUTIONS	OFFICE SUPPLIES	\$ 257.55
DES MOINES PRINTING	OFFICE PRINTING	\$ 151.00
DES MOINES SOLID WASTE	YARD WASTE COLLECTION	\$ 83,972.01
DES MOINES STEEL CO.	SITE MAINTENANCE	\$ 329.79
DES MOINES WATER WORKS	UTILITIES	\$ 2,399.29
DES MOINES, CITY OF	LEACHATE PROCESSING	\$ 23,362.71
DIAM PEST CONTROL	THIRD PARTY BUILDING SERVICES	\$ 378.00
DIVVY - BILL SPEND	CREDIT CARD PAYMENT	\$ 159,821.08
DJ SERVICES LLC	SITE MAINTENANCE	\$ 656.00
DOBBINS, EMILY	REIMBURSEMENT	\$ 133.42
DSM PROPERTY SERVICES	SITE MAINTENANCE	\$ 390.00
DUKE AERIAL, INC.	MRF EQUIPMENT RENTAL	\$ 3,231.50
ELECTRONIC ENGINEERING CO.	PARTS	\$ 462.46
ELITE ELECTRIC & UTILITY CONTRACTORS	BLDG REPAIRS/SITE MAINTENANCE	\$ 340.00
ENID WALTERS	REIMBURSEMENT	\$ 31.50
ETC GRAPHICS, INC.	SIGNAGE	\$ 506.00
EUROFINS ENVIRONMENT TESTING NORTH CENTRAL	ENVIRONMENTAL MONITORING	\$ 6,690.00
EXPRESS LAUNDRY	FLOOR MATS	\$ 77.70
EXPRESS LAUNDRY & LINEN	THIRD PARTY BUILDING SERVICES	\$ 42.75
FASTENAL COMPANY	HEALTH/SAFETY	\$ 120.50

**METRO WASTE AUTHORITY
BILLS PAID IN MAY 2025**

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PABCO INDUSTRIES, LLC	YARD WASTE BAGS	\$ 72,780.66
PAYLOCITY	PROCESSING FEE	\$ 3,435.42
PRAIRIE AG SUPPLY, INC.	SITE MAINTENANCE	\$ 1,745.41
PRINCIPAL FINANCIAL	EMPLOYER'S SHARE DEFERRED COMPENSATION	\$ 18,161.60
QED ENVIRONMENTAL SYSTEMS, INC	LEACHATE MAINTENANCE/COLLECTIO	\$ 8,223.30
QUICK OIL CO.	EQUIPMENT FUEL	\$ 92,961.11
RACHEL VANCE	MILEAGE REIMBURSEMENT	\$ 14.00
RED WING SHOE STORE	HEALTH/SAFETY	\$ 600.00
RELIANCE STANDARD LIFE	INSURANCE PREMIUM	\$ 19,001.92
RESULTS GROUP LLC	CONSULTING/PROF SERVICE/DUES	\$ 5,100.00
ROCKMOUNT RESEARCH & ALLOYS, INC.	SHOP TOOLS & SUPPLIES	\$ 195.92
ROYAL PALM MARKETING	PUBLIC INFORMATION/PROMOTION	\$ 350.00
RSM US LLP	CONSULTING/PROF SERVICE/DUES	\$ 12,767.13
RSM US PRODUCT SALES LLC	COMPUTER SUPPLIES/MAINT/FEES	\$ 1,742.06
SAFETY-KLEEN SYSTEMS, INC	SUPPLIES	\$ 694.66
SCHIMBERG CO	PARTS	\$ 776.54
SCS ENGINEERS, PC	ENGINEERING SERVICES	\$ 10,024.13
SECURITY EQUIPMENT INC	BUILDING REPAIRS	\$ 213.05
SHERI FULLER	CAN REDEMPTION	\$ 160.35
SINK PAPER & PACKAGING	YARD BAG STORAGE/DISTRIBUTION	\$ 6,514.63
SMART CLEAN LLC	JANITORIAL SERVICES	\$ 1,280.00
SMITH'S SEWER SERVICE	REPAIR SERVICES	\$ 229.50
SOCIAL SECURITY ADMINISTRATION	EMPLOYER'S SHARE OF FICA	\$ 82,177.37
SOUTHEAST POLK COMM SCHOOL-HOST	HOST FEES	\$ 5,974.41
SPINUTECH	WEBSITE/SOCIAL MEDIA	\$ 2,633.75
ST AMBROSE CATHEDRAL	CAN REDEMPTION	\$ 1,079.65
STANDARD BEARINGS OF DM, INC.	PARTS	\$ 165.44
STOREY-KENWORTHY CO.	OFFICE SUPPLIES	\$ 293.30
SUMMIT FIRE PROTECTION CO	FIRE EXTINGUISHER	\$ 578.00
SUPERIOR MOBILE WASH LLC	THIRD PARTY PREV. MAINT.	\$ 2,860.00
SUSAN NORRIS	TRAVEL REIMBURSEMENT	\$ 45.22
T & T SPRINKLER SERVICE	SITE MAINTENANCE	\$ 887.00
TD HARMS & COMPANY, INC DBA ADVOCACY STRATEGIES, LLC	LOBBYIST FEES	\$ 10,000.00
THE FINISHING TOUCHEZ	SITE MAINTENANCE	\$ 225.00
TIFCO INDUSTRIES	PARTS/SMALL TOOLS/SUPPLIES	\$ 2,373.47
TODD WILLIAM COURTNEY	CONSULTING	\$ 1,732.80
TREASURER STATE OF IOWA	SALES TAX	\$ 20,318.14
TROOP 22 - BOYS	CAN REDEMPTION	\$ 614.00
TROOP 223 - GIRLS	CAN REDEMPTION	\$ 338.00
TRUENORTH COMPANIES	DUES/SUBSCRIPTION/FEE	\$ 2,500.00
ULINE	OFFICE SUPPLIES	\$ 372.76
UPKEEP TECHNOLOGIES, INC.	COMPUTER SUPPLIES/MAINT/FEES	\$ 2,438.14
URBAN DALE PUBLIC WORKS DEPT.	YARD WASTE COLLECTION	\$ 55,856.79
VAN WALL EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 5,634.48
VANDER HAAG'S INC.	PARTS	\$ 381.23
VERIZON WIRELESS	COMPUTER SUPPLIES/MAINTENANCE	\$ 883.76
WASTE CONNECTIONS, INC.	WASTE/DROP OFF/CONTRACT EXPENS	\$ 275,669.34
WASTE MANAGEMENT OF IOWA	CURBSIDE/DROP OFF/WASTE COLL	\$ 372,233.66
WASTE SOLUTIONS OF IOWA	BUILDING SERVICES	\$ 2,086.00
WEX	FUEL	\$ 7,899.73
XENIA RURAL WATER DISTRICT	UTILITIES	\$ 143.80
ZIEGLER, INC.	PART/LABOR/PREV MAINT/SUBSCRIP	\$ 15,996.61
GRAND TOTAL		\$ 3,087,831.33

The MWA Executive Director and the Deputy Director 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


Kirk Irwin, Chief Financial Officer

**Metro Waste Authority Board
Monthly Board Meeting
June 18, 2025
CONSENT AGENDA ITEM 8**

ITEM:

Approval of Contract with City of Des Moines for Recyclables

SUMMARY:

This contract extends the partnership between the City of Des Moines and Metro Waste Authority for the processing and marketing of recyclable material.

DISCUSSION POINTS:

The City of Des Moines has been bringing recycling collected through its residential curbside program to Metro Recycling Facility since 2021. This is an update to an existing agreement, with a three-year term. It includes annual CPI increases to the processing fee and allows for continuous annual renewals after the initial term expires. As part of the contract, the City of Des Moines is responsible for curbside collection and hauling recyclables to the MRF for processing and sale.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with the City of Des Moines.

BUDGET REQUIREMENTS:

N/A

ATTACHMENTS:

- Agreement

CONTACT:

Michael McCoy, chief executive officer, 515.323.6535

CITY OF DES MOINES AND METRO WASTE AUTHORITY RECYCLABLES PROCESSING AND MARKETING SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this day 9th of June, 2025 ("Effective Date") by and between City of Des Moines, Iowa ("CITY") and Des Moines Metropolitan Area Solid Waste Authority d/b/a Metro Waste Authority ("Contractor").

WHEREAS, the CITY, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, through its Public Works Department, provides curbside collection of recyclable materials; and

WHEREAS, CITY desires to purchase the services of an exclusive single-stream recycle provider to receive, process and market recyclable materials collected by the Public Works Department; and

WHEREAS, Contractor is a public entity organized pursuant to Iowa Code Chapter 28E for the purpose of providing solid waste services including single-stream recycling through its Metro Recycling Facility (MRF or "Facility"), and wishes to provide services to CITY in accordance with this Agreement.

NOW, THEREFORE, it is mutually agreed by the CITY and Contractor as follows:

1. **Term of Agreement.** The initial term of this Agreement shall be for a three-year period to begin on July 1, 2025, and end June 30, 2028 ("Term"), with consecutive one-year renewal options pursuant to the terms set forth herein. The parties shall each send written notice to the other of its intent to exercise any option renewal no less than ninety (90) days prior to the end of the Term or applicable renewal term. Renewal shall be by written Addendum to this Agreement, which Addendum shall be approved and executed by an authorized representative of the CITY and Contractor. The City Public Works Department Director is authorized to approve and sign renewal addenda on behalf of the CITY, subject to approval as to form by the Legal Department.

2. **General Description of Services.** The Contractor shall provide the labor, management, and all related services necessary to Accept, Process, store, and/or Market Recyclable Materials delivered to the MRF by or on behalf of the CITY. The services rendered by the Contractor shall be in accordance with this Agreement.

A. **"Accept" or "Accepting" or "Accepted"** means the receipt of Recyclable Materials by the Contractor at the MRF upon delivery thereto by or on behalf of the CITY, and that Contractor does not reject pursuant to Section 8(D), herein titled Rejection of Load.

B. **"Acceptable Materials"** means all materials not rejected by mutual agreement of the parties per Section 8(D), "Rejection of Load".

C. **"Annual Adjustment Date"** means July 1 of each successive year during the term of this Agreement and is the date when the processing fee charged by Contractor to the CITY is adjusted based on CPI movement, as described in paragraph 4.

D. **"Process" or "Processing" or "Processed"** means the preparation by the Contractor of the Single-Stream Recyclable Materials for Marketing.

E. **"Market"** means the sale of Recyclable Materials for the purpose of recycling, reuse, or other beneficial use other than disposal in a landfill or otherwise, which generally results in the generation of revenue,

3. **Recyclable Materials.** The following items are "Recyclable Materials" under this Agreement:

- a. Old Newsprint (ONP): Consists of newspaper as typically generated from curbside collections.
- b. Residential Mixed Paper (RMP): Includes magazines and catalogs, junk mail, office paper such as computer paper, sorted white ledger, soiled office paper and other office stationary, and telephone directories and chipboard.
- c. Old Corrugated Containers (OCC): Includes boxes with unbleached, unwaxed paper with raffled liners.
- d. Glass Containers: Includes household glass containers, bottles, and jars.
- e. Steel, Tin and Bi-Metal Containers: Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.
- f. Used Aluminum Beverage Cans (UBC): Also referred to as cans which consist of household beverage cans made of aluminum.
- g. Plastic Containers: Includes plastic containers for food, beverages, and other household products including milk jugs, soda bottles, and cleanser bottles. Commodity codes #1, 2, 3, 4, 5 & 7 will be included.

A. **Single Stream.** Contractor shall accept the Recyclable Material which are (i) separated by participants, (ii) set out for collection, (iii) collected by CITY-approved haulers, and (iv) delivered to the Contractor all mixed together in a single truck compartment (collectively a "Single-Stream" or "Single-Stream Recycling"). CITY shall retain the right to remove glass from the single stream and sell and dispose of it in accordance with their own policies.

B. **Trash (also known as Residue).** Materials which are not Recyclable Materials or Shrink, and which include all non-recoverable or non-recyclable materials.

C. **Shrink.** Shrink is the material consisting primarily of liquids, fine particulates, dirt and organics lost in the system after the initial weigh-in and which cannot be measured separately during an annual Audit. Shrink will be shown in Schedule 1 provided by the Contractor as a separate line item. It will not be calculated into the trash total.

4. **Processing Fee.** The CITY shall pay to Contractor a Processing Fee per ton of all material entering the Facility. The Processing Fee shall be adjusted on the Annual Adjustment Date to reflect the change in the Consumer Price Index (CPI) (Midwest Region) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as evidenced by the year to year change in such index, calculated as of the immediately previous September. CITY shall make payment to the Contractor within 30 business days following the receipt by CITY of the Monthly Report for such month, as provided in the Section herein titled Contractor Submission of Periodic Reports to the CITY. The initial Processing Fee, effective July 1, 2025, shall be \$96.00 per ton of all material entering the Facility.

5. **Unloading of Recyclable Materials at the MRF.** The CITY hauling contractors ("CITY Haulers") will be required to unload Recyclable Materials at the MRF in accordance with the Section herein titled Operation of the MRF. The Contractor shall cooperate with and assist the CITY Haulers in unloading Recyclable Materials at the MRF.

6. **Storage and Processing of Recyclable Materials.** The Contractor shall store and Process Recyclable Materials.

7. **Processing Equipment and Produced Material Quality.** The MRF shall contain Processing equipment necessary to prepare Single-Stream Recyclable Materials for Market in accordance with the specifications inherent in the Scrap Specifications Circular published by the Institute of Scrap Recycling Industries, Inc. (ISRI), as the same is amended from time to time. The MRF shall produce baled Single Stream Recyclable Materials for Market in accordance with the specifications inherent in the Scrap Specifications Circular published by ISRI.

8. **Operation of the MRF.** The Contractor shall be solely responsible for all aspects of management of the MRF, Management activities shall include:

A. **Maintenance of MRF.** The Contractor shall maintain the MRF at its sole expense, in good working order.

B. **Hours of Operation.** The MRF's hours of operation shall be: 7:00a.m. to 4:30p.m.; Monday through Friday (with a scale attendant); self-service use upon request, as well as any Saturdays following New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The CITY reserves the right to re-designate the recycling collection day to replace collections which occur on holidays and to designate additional holidays, upon no less than thirty (30) days prior written notice to Contractor.

C. **Ownership of Material.** The Contractor will inspect all inbound materials at the time of dumping to determine if the load contains any Hazardous Materials (as hereinafter defined) or other materials that are not accepted at the MRF. Once the Contractor has both (i) Accepted a load, and (ii) the delivering vehicle has dumped the load; then the ownership and responsibility for the proper management of the materials transfers to the Contractor. Contractor's ownership and responsibility for materials shall cease upon delivery of the materials to the disposal site, the markets and/or processors. The CITY shall use reasonable efforts to cause only Recyclable Materials to be delivered to the MRF and to minimize the quantities of Trash or contaminated material.

D. **Rejection of Load.** During its inspection of all inbound materials, the Contractor, its agents, employees, or personnel, may reject any load (i) it reasonably deems to consist of excessive amounts of Trash; (ii) it reasonably deems to contain contaminated materials, including, without limitation medical waste or biohazardous waste; or (iii) it reasonably deems to contain any hazardous materials, consisting of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any federal, state or local laws, ordinances or regulations or petroleum products or by-product (collectively "**Hazardous Materials**"). Following the rejection of a load, such load shall be set aside, and CITY shall be notified of such rejection. CITY shall have four (4) business hours following notification to inspect the rejected load ("**Inspection Period**"), and consent to Contractor's rejection of the load or object to Contractor's rejection of the load in writing by email as identified in Section "Notice" below. If CITY fails to object during the Inspection Period, CITY is deemed to have accepted Contractor's rejection of the load. Following rejection of a load, and CITY's acceptance of such rejection ("**Rejected Load**"), Contractor shall dispose of the Rejected Load by taking it to a disposal site. In such instances, the CITY shall reimburse to Contractor: (i) Contractor's costs (whether internal or external) to haul the Rejected Load to the disposal site; (ii) any disposal fee for such Rejected Load; and (iii) a \$100 per ton disposal and handling fee for such Rejected Load. Ownership and responsibility of all Rejected Loads shall remain with CITY, until such time as the Rejected Load is delivered to the landfill.

E. **Tickets.** The Contractor shall provide one (1) certified truck scale and a minimum of one (1) safe, accessible unloading area. The Acceptable Materials shall be weighed as a whole on the truck to the nearest 20-pound increment and then unloaded on a tipping floor. Haulers shall be provided scale tickets which indicate the date, time, truck number, gross weight, tare weight and net weight of each truckload of Acceptable Materials. Manually entered data shall be kept to a minimum and marked: "MANUAL" when a scale ticket is generated. Contractor shall provide CITY with a monthly report of all deliveries and total weights by each hauler. Contractor shall make provisions for receiving Acceptable Materials from haulers during any planned or unanticipated shutdowns, maintenance, or renovations at the MRF.

9. **Trash Disposal.** The CITY shall be responsible for paying 100% of the commercial tipping fees at the disposal site and related transportation costs for the disposal of Trash brought to the Facility as part of loads of recyclable materials. The transportation cost shall be adjusted on the Annual Adjustment Date to reflect the change in the Consumer Price Index (CPI) (Midwest Region) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as evidenced by the year to year change in such index calculated as of the immediately previous September.

10. **Revenue Sharing.** The Contractor shall Process the Single-Stream Recyclable Materials. The Contractor will calculate a revenue share of the Processed Recyclable Materials identified in the attached Schedule 1 at the rates specified or referred to therein. The calculation under Schedule 1 shall be determined by taking the total material processed at the Facility in a given month, multiplying that amount by the Audit percentage of the given material, multiplying the product of those two numbers by the average weekly price per ton of the given material, during the week the material was received. Pricing is based on those published on Secondary Materials, using the

Midwest/Central region. In the event the revenue share calculation is positive, the Contractor shall pay to CITY the positive revenue share amount. In the event the revenue share calculation is negative, the CITY shall pay to Contractor the negative revenue share amount.

11. **Audits and Auditable Records & Reports.** The Contractor and the CITY shall conduct one audit of all materials processed at the Facility for purposes of determining the payments made hereunder for the following year. At the Audit, two (2) randomly selected scoops per day, over a contiguous ten (10) business-day period shall be initially weighed, sorted into eleven categories, as listed below, and measured, to determine the Audit percentages for each material until the next Audit is conducted,

A. **Audit Categories.** All of the materials in each load analyzed shall be separated into the following categories:

- a. OCC (#11);
- b. Mixed Paper (#54), including Newspaper;
- c. UBC;
- d. Steel, Tin and Bi-metal cans;
- e. #1 PET Plastic Containers with Screw Tops;
- f. #2 HDPE Natural Plastic Containers with Screw Tops;
- g. #2 HDPE Color Plastic Containers with Screw Tops;
- h. Mixed Glass Containers;
- i. Trash; and
- j. Shrink (this will be determined by subtracting the final weight of all materials weighed during the processing from the initial weight of the load).

B. **Additional Audits.** Either CITY or Contractor may request an additional audit if there is a reasonable concern by either party that the materials being delivered to the Facility has changed, or the Trash percentage is changing. Such additional audit shall occur following written notice from one party to the other of their intention to require an additional audit. Within thirty (30) days following such written request, the parties shall agree on a date and time for the new audit. Following the new audit, the new audit percentages for each category shall be used, in lieu of the previous audit numbers, and until the next scheduled audit (scheduled or additional). The Contractor and the CITY are each entitled to no more than one (1) additional audit request per year.

C. **Auditable Records & Reports.** Contractor shall maintain records of all incoming loads of Recyclable Materials, which shall list the date, time, weight, carrier name and vehicle number, and whether the load was accepted or rejected. For all rejected loads, whether rejected in part or in full, the Contractor shall note the reason for rejection.

12. **Contractor Submission of Periodic Reports to the CITY.**

A. Contractor shall submit monthly reports to the CITY within 20 days after the end of each month. The "Monthly Report" shall include:

1. The tonnage delivered by the CITY during the month;
2. The quantity of each Recyclable Commodity per Audit percentage;
3. Any Revenue Sharing or Service Fees owed to or by the CITY; and
4. The quantity of Trash received from the CITY's residential single stream collection program during the months as shown in Schedule 1.
5. Upon request, the Contractor shall also submit copies of all mill reports, correspondence or charge backs received during the month related to the quality of materials delivered to the Contractor by the CITY. The CITY reserves the right to contact the mills and brokers directly to ascertain the quality of the material delivered by the Contractor.
6. Proof of current market pricing.
7. Revenue from the sale of recyclable materials by commodity by month.

13. **Periodic Meetings.** The Contractor and the CITY shall meet no less than annually to discuss the status of the delivery and processing of Recyclable Materials, confer on potential efforts to improve quantities and quality, troubleshoot

problems, and evaluate the status of future recycling activity.

14. **Public Education.** Public education on recycling will be the responsibility of the CITY.

15. **Compliance with Applicable Laws and Requirements.** The Contractor shall comply with all applicable laws and requirements pertinent to the processing of Recyclable Materials.

16. **Insurance and Safety Requirements.** The Contractor agrees that it will, at all times during the term of this Agreement, keep in force and effect insurance policies, at its own cost and expense, issued by a company or companies authorized to do business in the State of Iowa and satisfactory to the CITY.

a. Approval of the insurance by the CITY shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the CITY does not in any way represent that any insurance or limits of liability are sufficient or adequate to protect the Contractor's interest or liabilities. The CITY shall be named as an additional insured on all such policies.

b. The Contractor shall: (a) take reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the MRF, to any property on the MRF Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, equipment, structures and utilities; (b) establish and maintain safety procedures, signage, and alarms for the MRF for the protection of employees of the Contractor and all other persons at the MRF and MRF site, including visitors, at a level consistent with applicable law and with good industry standards and practices for materials recovery facilities; (c) comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the safety of persons or property at the MRF or their protection at the MRF from damage, injury or loss; and (d) promptly furnish the CITY with copies of any memorandums, notes, letters, or reports documenting loss control or safety inspections the Contractor performs at the MRF or has performed on its behalf.

17. **CITY Responsibilities.** The CITY has responsibility for the following activities or roles:

- a. Collect and deliver Single-Stream Recyclable Materials to the Facility;
- b. Prepare appropriate public education materials;
- c. Designate additional materials to be collected and processed after conferring with the collection and processing contractors;
- d. Designate different collection days for holidays;
- e. Manage the quantity of the inbound materials and use reasonable efforts in conjunction with the CITY Haulers to minimize Trash collected and delivered to the Facility;
- f. Review and approve reporting and recordkeeping procedures/forms;
- g. Review records as appropriate;
- h. Review monthly reports; and
- i. Meet periodically to discuss status and address any issues.

18. **Loss of Markets for Recyclable Products.**

a. The intent of this recycling program is to ensure materials are in fact recycled and not landfilled or otherwise disposed, however, in the event that a severe, unanticipated Market depression exists such that Marketing of a specific Recyclable Material(s) or product is not possible, the Contractor shall notify the CITY and, after conferring with the CITY, attempt to identify and implement a solution to the problem. If, in the mutual judgment of the CITY and Contractor, it is determined that the material cannot be Marketed, the material shall be characterized as "Unmarketable Material" beginning with the month following such determination is made and continuing until CITY and Contractor agree otherwise.

b. In the event of determination of Unmarketable Material as described above the Contractor and the CITY will share equally the commercial tipping fees and transportation costs. The CITY may specify a commercial trucking contractor to transport the Unmarketable Material or the CITY may remove the unmarketable recyclables to landfill at no cost to the Contractor.

19. **Nondiscrimination.** The Contractor agrees that, during the term of this Agreement, the Contractor will not,

within the State of Iowa or elsewhere, discriminate against any employee or applicant for employment because of any protected classification (e.g., age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, veteran's status or disability) defined by local, state and federal law, and will include a similar provision in all subcontracts entered into for the performance of the Contractor's obligations hereunder.

20. **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.

21. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Polk County, Iowa District Court, or the United States District Court for the Southern District of Iowa.

22. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party on the other, and all reports, payments, and invoices, shall be in writing and shall be deemed given when emailed, hand delivered or when mailed by certified or ordinary mail to the following individuals and addresses:

If to CONTRACTOR:

Michael McCoy
Metro Waste Authority
Chief Executive Officer
300 East Locust St. Suite 100
Des Moines, IA 50309

If to CITY:

Jonathan Gano
City of Des Moines
Public Works Director
1700 Maury St.
Des Moines, IA 50317

CITY's consent or objection to Contractor's rejection of a load may be provided by written notice as stated above in this Section or electronically to the following address:

To/From CITY:

Jonathan Gano, CITY Public Works Director, jagano@dmgov.org, or his designee

To Contractor:

Michael McCoy, Chief Executive Officer, mmc@mwatoday.com, or his designee

23. **Assignment.** Neither party shall assign this Agreement or any part of it to any other party without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall not pledge, hypothecate, or otherwise create any interest, whether for security or otherwise, in any other party to the payments due from Contractor under the terms of this Agreement.

24. **Termination of Agreement.** In addition to, and not in substitution or limitation of any other right of the CITY hereunder to terminate this Agreement, the CITY shall have the option to terminate this Agreement at any time for cause. Cause includes any breach by Contractor of any provision or provisions of this Agreement, subject to any right to cure, or the insolvency of the Contractor. The CITY shall exercise its option to terminate this Agreement under this provision as follows: (1) the CITY 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; (2) the Contractor shall have thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice; and (3) if the Contractor shall fail, within such thirty (30) days, to remedy such cause, the CITY shall have the sole right to terminate the Agreement,

A. **No Further Obligations.** Upon the termination of this Agreement, under the provisions of this section or otherwise, the CITY 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 the CITY 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 and the CITY shall have the right to withhold any amounts then due or to become due the Contractor hereunder for application against any such debt, obligation, or liability.

B. **Non-exclusive Remedies.** No right or remedy conferred upon the CITY under the terms of this Agreement, including, but not limited to, the right of termination or the right to resort to the Contractor's performance bond or other surety, shall be exclusive of any other right conferred upon the CITY under the terms of this Agreement or by law or equity. All rights and remedies conferred upon the CITY 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 the Contractor.

25. **Agreement Documents.** This Agreement contains the entire agreement of the parties, and no amendment or modification of this Agreement shall be effective unless in writing and signed by the parties hereto. If there is a conflict between the provisions of this Agreement and the above-referenced documents incorporated herein by reference, the provisions of this Agreement shall control.

26. **Uncontrolled Circumstances.** If either party is rendered unable, in whole or in part, by an occurrence not within the control of the affected party and which, by the exercise of due diligence, such party is unable to prevent or overcome, and shall include acts of God, acts of the public enemy, wars, blockades, insurrections, riots, enactment of statutes, laws or regulations, and acts of governmental bodies ("Force Majeure"), to carry out its obligations under this Agreement, it is agreed that upon such party's giving notice and reasonably full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, shall, so far as they are affected by Force Majeure, be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all possible dispatch.

27. **Illegal Provisions and Severability.** All parts and provisions of this Agreement are severable. 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.

28. **Non-waiver.** 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 affect 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.

29. **Arbitration.** The parties to this Agreement agree that any disputes arising between them with regard to the interpretation or application of this Agreement shall be submitted to binding arbitration at the request of either party. Any

request for arbitration must be in the form of a written notice requesting arbitration identifying each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question(s) to be arbitrated shall be limited to those specified in the written notice requesting arbitration. The parties may agree on an arbitrator; however, if they fail to mutually agree within thirty (30) days, then application shall be made to the President of the Polk County Bar Association by the party requesting arbitration to have an arbitrator appointed. Should either party refuse to cooperate with the arbitrator, the arbitrator shall be empowered to proceed ex parte. The arbitrator's written decision shall be final and binding on the parties. The arbitration award may include monetary damages, liquidated damages, and/or any legal or equitable remedy otherwise available to the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement _____ of _____, 2025.

“CITY”
CITY OF DES MOINES



By: Connie Boesen

Its: Mayor

Approved as to Form:
/s/ Glenna K. Frank
Assistant City Attorney

“Contractor”
Metro Waste Authority

By: _____

Its: _____

**Metro Waste Authority Board
Monthly Board Meeting
June 18, 2025
CONSENT AGENDA ITEM 9**

ITEM:

Approval of Contract with Ankeny Sanitation/Absolute Waste for Recyclables

SUMMARY:

This contract extends the partnership between Ankeny Sanitation/Absolute Waste and Metro Waste Authority for the processing and marketing of recyclable material.

DISCUSSION POINTS:

As a private commercial hauler, Ankeny Sanitation/Absolute Waste collects recycling for various customers throughout Iowa. The hauler desires to enter into an agreement with Metro Waste Authority for the processing and sale of recyclable materials at Metro Recycling Facility. The contract term is three years and includes annual CPI increases to the processing fee.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with Ankeny Sanitation/Absolute Waste.

CONTACT:

Michael McCoy, chief executive officer, 515.323.6535

**Metro Waste Authority Board
Monthly Board Meeting
June 18, 2025
AGENDA ITEM 10**

ITEM:

Approval of Environmental Liability Policy Addition

SUMMARY:

Expanded coverage for environmental liability, for all Metro Waste Authority sites, was evaluated during annual renewal of the agency's property and casualty insurance policies.

DISCUSSION POINTS:

Most of the agency's property and casualty insurance policies renew in June. This includes policies held with the Iowa Communities Insurance Pool (ICAP), as well as work compensation and executive liability carriers. In total, our renewal reflected an increase of about 3% overall, driven by an increase in insured values with rates being flat or declining across all policies.

Renewal conversations with the broker led to the pursuit of expanded coverage for environmental liability coverage at our sites. Premiums for \$1 mil, \$3 mil, and \$5 mil coverage (both per occurrence and aggregate per year), with \$50,000 deductible, would be \$24k, \$38k, and \$46k, respectively. The quotations include an option to commit to a three-year premium, which would reduce these annual premiums by about 20%.

Staff suggest adding \$3 mil coverage at a cost of \$38k for the coming year. Adding this coverage would result in total new premiums of \$911k, up from \$856k of expiring premiums. This reflects an overall increase of six percent, driven by flat/reducing rates, increased insured values, and, in the case of environmental liability, the addition of coverage for exposures currently not insured.

Staff recommend committing to a one-year policy and using the upcoming year to evaluate the longer-term direction for the insurance program and develop next steps to ensure an optimal strategy with respect to managing operational risks.

STAFF RECOMMENDATION:

Staff recommend approval of a one-year environmental liability policy with \$3 mil limits per occurrence.

CONTACT:

Kirk Irwin, chief financial officer, 515.323.6506

MEMORANDUM

To: MWA Board of Directors

From: Review Committee (Rob Sarchet, Polk City; Susan Skeries, Windsor Heights; Ted Weaver, Clive)

Date: June 9, 2025

Subject: Recommendation for Chief Executive Officer – FY 25/26 Contract and Salary

As you are aware, a committee was formed to evaluate Michael McCoy's employment contract as executive director of the agency. His contract will expire on June 30, 2025.

Attached to this memo is a copy of an updated agreement as well as the Chief Executive Officer Job Description.

As you can see from the contract, we are recommending that Michael's salary be increased to \$302,727 per year. We have also increased his PTO from 8 weeks to 12 weeks. The contract term is 3 years beginning July 1, 2025, through June 30, 2028.

The members of the review committee are:

- Rob Sarchet
- Susan Skeries
- Ted Weaver

If you have any questions or comments before the board meeting on June 18, please direct them to a member of the review committee.

ATTACHMENTS:

- Updated Contract – Chief Executive Officer
- Chief Executive Officer Job Description
- FY 24-25 Performance Review

EMPLOYMENT CONTRACT
FOR
METRO WASTE AUTHORITY CHIEF EXECUTIVE OFFICER

THIS AGREEMENT, effective July 1, 2025, by and between the Metro Waste Authority ("Employer"), a public agency formed pursuant to Iowa Code Chapter 28E, and Michael McCoy ("Employee").

WHEREAS, Employee agrees to continue performing the duties of the position of Chief Executive Officer and Employer agrees to continue to employ Employee as its Chief Executive Officer;

WHEREAS, the Employer and Employee wish to set out in writing the terms and conditions of the employment relationship; and

WHEREAS, Employer and Employee wish to provide a means for terminating Employee's services at any time when, in the opinion of Employer, Employee is not performing the duties of Chief Executive Officer; and

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

Employer agrees to employ Employee as Chief Executive Officer to perform the applicable functions and duties of a director of an Iowa Code 28E public agency as defined by the Employer's policies and procedures, its Business Plan, as well as the job description of the Chief Executive Officer position. Employee acknowledges that the functions and duties of the Chief Executive Officer may be amended from time to time and that Employee agrees to perform other legally permissible and proper duties that Employer may assign.

SECTION TWO

Employee agrees that Employee serves as Chief Executive Officer at the pleasure of Employer. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to determine that Employee shall no longer serve as Chief Executive Officer, subject only to the provisions set forth in Section Three of this Agreement. In addition, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position of Chief Executive Officer, subject only to the provisions set forth in Section Three of this Agreement.

SECTION THREE

Employee's contract shall be for a three (3) year employment term, from July 1, 2025 through June 30, 2028, unless this Agreement is terminated earlier. Neither Employer nor Employee shall have any obligation to renew the contract for any additional term after the expiration of this term and no severance benefits will be provided when this Agreement expires.

The Agreement shall also terminate automatically upon the death or disability of Employee. Disability means the Employee is unable to perform the duties set forth in this Agreement, with or without accommodation, for a period of sixty (60) cumulative business days in any twelve (12) month period, as a result of physical or mental condition or loss of legal capacity. If the Agreement is terminated because of death or disability, then no severance benefits will be provided.

Every twelve (12) months, Employer will perform an annual review of Employee's performance as Chief Executive Officer. Based upon this annual review, Employer may make recommendations regarding goals for the Chief Executive Officer position, future employment agreements between the parties, as well as the salary and/or benefits contained in said agreements. Chief Executive Officer will receive a salary increase, as determined by the Board of Directors, reflecting the Employee's job performance evaluations and market conditions.

In the event Employer or Employee do not intend to renew the employment contract at the end of the term, sixty (60) days' notice prior to the expiration of the contract shall be given by the non-renewing party to the other. In the event Employee voluntarily resigns his position during the contract term, the Employee shall give at least ninety (90) days' notice--which the Board may shorten at its discretion. If Employee voluntarily resigns his position, he shall not be entitled to severance benefits of any kind.

Employee may not be terminated during the Agreement except for just cause unless Employer continues the salary and benefits of Employee for a period of twelve (12) months from the date of termination. Just cause shall include, but shall not be limited to, an incident where Employee has been convicted of a serious misdemeanor or felony, found to be dishonest with the Employer, insubordinate or gross mismanagement. If Employee is terminated for just cause, then no severance benefits will be provided. Employee agrees to accept this continuation of salary and benefits for the aforementioned period as full and complete consideration for any and all claims, causes of action and/or damages related to Employee's employment or termination as Executive Director that Employee may have against Employer and/or Employer's Board of Directors, agents, officers, employees and/or agents.

SECTION FOUR

Effective July 1, 2025, Employer agrees to pay Employee an annual base salary of \$302,727.88, payable in installments as authorized for other administrative employees of Employer. As set forth above, Employer shall review this base salary every twelve (12) months as part of its annual review of Employee's performance.

SECTION FIVE

Employee shall be entitled to those benefits given to the administrative employees of Employer, including life insurance benefits. If Employee fails to give at least ninety (90) days' notice, he shall not be entitled to payment of any accrued but unused benefits. Employee shall not receive longevity pay or overtime pay and shall

be expected to work whatever hours are necessary to efficiently perform the duties of Chief Executive Officer.

Employer agrees to pay for professional dues and subscriptions necessary for Employee's membership in those associations and organizations that are necessary and desirable for Employee's continued professional participation and growth on behalf of Employer. In addition, Employee shall, without loss of pay, be allowed time each year for the purpose of attending--at Employer's expense upon prior approval of the Board Chair--conventions, seminars, and/or educational forums relating to solid waste disposal, environmental protection, or public administration without loss of pay.

Employee shall be provided a company-owned vehicle in accordance with Employer's vehicle policy.

Employer shall pay annually into Employee's designated deferred compensation benefit plan an amount equal to seven percent (7%) of Employee's base salary as set forth in Section Four (4) of this Agreement.

SECTION SIX

Employee shall be entitled to twelve (12) weeks of Paid Time Off ("PTO"). Employee shall comply with the notice requirements of administrative employees and will be allowed to carry PTO over to subsequent years in compliance with the policy for administrative employees..

SECTION SEVEN

This Agreement contains the entire agreement of the parties relating to Employee's employment and the subject matter herein and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to Employee's employment and the subject matter herein. The parties acknowledge that they have made no agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of the Metro Waste Authority has caused this Agreement to be signed and executed by signature of its Chair and the Employee, Michael McCoy, has caused this Agreement to be signed and executed on his behalf.

EMPLOYER:

EMPLOYEE:

Rob Sarchet,
Chairman of Board of Directors

Michael McCoy



Department	Job Title	Position Type	Reports To
Central Office (10)	Chief Executive Officer	Full-Time	MWA Board of Directors
Supervises Staff	Pay Grade	Classification	Date Approved
Yes		Executive	

Position Summary

Under the general direction of the Metro Waste Authority (MWA) Board of Directors, the Chief Executive Officer is responsible for setting the vision and strategic direction for all aspects of Metro Waste Authority (MWA) operations with an emphasis on long-term goals, growth, and return on investment. The Chief Executive Officer leads the organization in the achievement of its mission, vision, strategy, goals, and objectives. The CEO oversees programs and services that are necessary to meet the requirements and needs of member communities. The CEO provides strategic oversight and maintains cost effective, efficient, and reliable services, while complying with government regulations and MWA Board policies. The CEO develops and maintains effective working relationships with constituents to create public and private support and collaboration for existing and enhanced solid waste and recycling services.

Essential Duties and Responsibilities

The essential functions include, but are not limited to the following:

- Advise, guide, and inform the MWA Board in the development and adoption of policies for the governance of the organization in compliance with federal, state, and local rules, regulations, and ordinances.
- Lead and direct Chief Operating and Finance Officers on the development of planning functions, the execution of established vision, strategic objectives, and the achievement of results.
- Oversee the organization's financial structure, ensuring adequate and sound funding for the mission, vision and goals of the company.
- Reviews the financial results of all operations, comparing them with the company's objectives and taking appropriate measures to correct unsatisfactory performance and results.
- Develop and maintain effective working relationships and effective communications with community leaders, governmental authorities, legislators, media, taxpayer groups, and the user public to enlist financial and related program support for solid waste program services.
- Represent MWA before various boards, commissions, governmental, and private organizations to inform parties regarding enhanced services, plans, problems, and external events which have an impact on MWA's ability to provide responsive, cost-effective services.
- Facilitate the MWA Board in its responsibilities assuring the development of plans which will accomplish annual and long-term goals and objectives and provide sufficient financial resources to meet capital and operating needs.
- Oversee the Environmental Management System to ensure that MWA leadership are following the state law and using the model of continuous improvement as the vehicle to achieve desired results.
- Approve appointments, promotions, and transfers consistent with MWA policies and contract provisions.
- Authorize the hiring of consultants, engineers, contractors, and related subject matter specialists.
- Identifies risks and ensures the company remains compliant with legal, regulatory, and ethical standards
- Cultivates a strong organizational culture that aligns with MWA's mission and values, creating a positive and inclusive work environment.
- Leads efforts to implement innovative waste management practices, emerging technologies, and sustainable solutions to position MWA as an industry leader.
- Provides strategic direction to MWA negotiation team ensuring agency vision and direction is considered for collective bargaining agreements.
- Responsible for all MWA facilities, staff, programs, and services.



Environmental Stewardship – Demonstrates an understanding of Metro Waste Authority’s Environmental Management System (EMS). Guided by the EMS processes and procedures, we focus on six main areas aimed at increasing diversion and/or protecting the environment. These include:

- Recycling
- Household Hazardous Waste Collection
- Yard Waste Management
- Water Quality Improvement
- Greenhouse Gas Reduction
- Environmental Education

MWA Values - Demonstrates an understanding of Metro Waste Authority’s values and applies them to the position, and assigned responsibilities, as well as to all interactions with customers and co-workers.

- Leadership – Set the example because everyone is a leader!
- Integrity – Always do what is right!
- Positivity – Bring our best to every task, every day and bring out the best in your colleagues!
- Teamwork – Collaborate because we know that together we will address opportunities and challenges!
- Innovation – Forge a new path and evolve!

Competencies

- Entrepreneurial Thinking - Understands how the business fits into the broader marketplace; identifies opportunities for business growth; monitors market trends and revenue opportunities
- Leveraging Opportunities - Scans the environment for opportunities to grow the business or accelerate performance; encourages people to exploit chances to drive the business forward
- Makes Accurate Judgements and Decisions - Bases decisions on a systematic review of relevant facts and information; avoids making assumptions or rushing to judgment; provides clear rationale for decisions
- Manages Political Situations - Sensitive to how his/her actions may be interpreted by others; looks at things from other people's point of view; takes care to communicate so actions are perceived positively; diplomatically handles disagreements and conflicts
- Manages Risk - Effectively balances risks and opportunities; thinks through potential positive and negative outcomes; looks for ways to mitigate risks
- Negotiating Agreements - Effectively leverages negotiating strategies and tactics to reach mutually agreeable solutions; focuses on win-win solutions; outlines requirements, contingencies and timetables that help drive discussions toward completion
- Sets a Strategic Vision - Identifies and articulates the strategic goals and direction of the company, division, or group; establishes connections between short term goals and long-term objectives and directions
- Thinks Globally - Understands global markets and conditions; aware of how cultural and international differences may impact business plans and strategies; thinks globally when considering resources and/or market opportunities

Travel

- This position requires regular travel in and around the Des Moines metro area to support all Metro Waste Authority facilities and other travel as required.

Minimum Qualifications (Knowledge, Skills, and Abilities)

- Master’s degree in business administration, Public Administration, or related field.
- 5-10 years of progressive management experience in the public sector
- 5 years’ experience in a senior leadership position
- Valid driver’s license

Preferred Education & Experience

Physical Demands

While performing the duties of this position, the employee is regularly required to talk or hear. The employee frequently is required to use hands or fingers; handle or feel objects, tools, or controls. The employee is occasionally required to stand; walk; sit; and reach with hands and arms. The employee must occasionally lift and/or move up to



25 pounds. Specific vision abilities required by this position include close vision, distance vision, and the ability to adjust focus. The noise level in the work environment is usually low to moderate.

Work Environment

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements, and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts, or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed as directed by the Employer. I understand that I may be required to work overtime, different shifts, or hours outside the normally defined workday or workweek.

Reviewed with employee by

Signature: _____ Name (print): _____

Title: _____ Date: _____

Received and accepted by

Signature: _____ Name (print): _____

Title: _____ Date: _____

The company is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.

PERFORMANCE REVIEW

Michael McCoy
Chief Executive Officer
July 2024 – June 2025





FINANCIAL

- Total revenues were \$61.7 million, an increase of 6% compared to the previous year.
- Agency assets were \$182 million at year-end, an increase of 2% compared to the previous year.
- Completed financial audit for fiscal year ending June 30, 2024, with unqualified opinion as to their accuracy, the highest level of assurance that can be provided by the auditor.
- Decreased dollars in accounts receivable by more than \$2 million, representing more than 25% of the beginning fiscal year balance. This resulted in a 75% reduction in dollars more than 90 days past the invoice date.
- Negotiated Metro Recycling Facility's property insurance post-2023 fire claim, securing new coverage with 35% annual savings.
- Aligned the recognition of post-closure costs for transfer stations with the landfill's model to ensure consistency and streamlined reporting.
- Continued focus on best practices related to purchasing, including converting more vendors to electronic payment rather than physical checks and implementing a purchasing card program which offers cash back incentives for volumes moved to that program.
- Evaluated and changed propane vendors for Metro Park East Landfill, resulting in savings of \$0.70 per gallon. The facility uses approximately 47,000 gallons of propane annually.
- Received \$53,301 in grant funding to support environmental projects.

COMMUNITY



- Deployed a chatbot to improve user experience and enhance customer support, resulting in 3,830 automated responses and 1,215 live interactions since launch.
- Assisted in disaster response efforts for the City of Greenfield, routing nearly 7,500 tons of ground storm debris to Metro Park East Landfill for safe disposal. The agency also supported storm cleanup efforts in member communities, ensuring proper removal of vegetative and infrastructure debris, and recycling materials like metal and tree debris.
- Launched 17 free battery drop-off containers and increased recycling drop-off locations to 41 sites to promote proper disposal and reduce facility fires.
- Presented Metro Waste Authority's first Honorary Everyday Hero award to a resident who regularly helps neighbors with recycling and garbage carts, exemplifying the agency's values of positivity, integrity, teamwork, leadership, and innovation.
- Worked with Story County to redirect construction and demolition material to Metro Park East Landfill, mitigating capacity concerns at their landfill.
- Provided garbage, recycling, and yard waste cart deliveries, swaps, and repairs for more than 6,300 households across the metro.
- Introduced wind latches for recycling carts to help secure the loose material and reduce litter on windy days.
- Partnered with four member communities to provide discounted Grow Gold Compost for soil quality restoration initiatives.
- Expanded holiday light recycling campaign to 13 locations, including all interested libraries in our planning area, as well as city halls and public safety buildings.
- Collected more than 38 tons of tires by offering free drop-off events in partnership with 18 communities in our planning area to reduce tires in ditches and increase proper disposal.
- Grew customer database to 111,904 contacts to facilitate more timely and accurate information to enhance the experience for both residential and commercial customers.
- Welcomed four ambassadors in the first year of the Eco Advocate program, helping extend the agency's reach and engagement.

- Partnered with a new advertising firm to enhance brand visibility and reach, resulting in over 7.5 million impressions across multiple platforms.
- Added more than 1,500 followers across all social media channels to increase customer engagement.
- Curated 10 touchpoints with the media, resulting in 12 news stories, including coverage of storm debris being turned to compost and the launch of battery drop-off containers.
- Handled 49,794 customer calls, providing support and information on agency services, programs, and events.



ENVIRONMENT

- Offset approximately 19% of Central Office's electricity consumption with solar powered energy using more than 300 solar panels on the facility's roof.
- Constructed a new scale house at Metro Park West Landfill featuring solar power backup, replacing previously used gas generators.
- Restructured the agency's environmental management system program to better leverage the team's expertise, enhancing efficiency and supporting greater environmental impact.
- Launched a sustainability-focused teacher workshop at Metro Recycling Facility, empowering 10 educators from six districts to connect real-world environmental issues with classroom learning, inspiring future generations of informed and responsible decision-makers.
- Hosted 17 school-age learners at Metro Recycling Facility for two summer camp sessions that combined hands-on activities and lessons to teach recycling and sustainability.
- Increased the recirculation of leachate by more than 1.3 million gallons, reducing the need for treatment, minimizing environmental impact, and lowering operational costs.
- Initiated installation of electric vehicle charging infrastructure at Central Office to reduce greenhouse gas emissions and encourage staff and building tenants to adopt electric and hybrid vehicles.
- Installed solar fountains in the stormwater runoff ponds at Metro Recycling Facility and Metro Hazardous Waste Drop-Off to improve aeration and maintain water quality. Old trees placed in the ponds also created underwater habitats, making them a better home for aquatic life.



EDUCATION

- Awarded \$1,000 scholarships to two high school seniors/college students continuing their education in an environmental field in 2024.
- Launched a Certified Transfer Station Operator Course, offering training and certification to 19 staff members and external partners. State regulations require an operator onsite at facilities permitted for 20,000 tons or more of solid waste per year.
- Transitioned public hours at the Metro Recycling Facility Education Center to a pre-registration model, ensuring a more interactive and engaging visitor experience. Welcomed over 2,500 guests to learn about recycling and sustainability.
- Hosted the agency's Certified Landfill Operator Training, providing 25 hours of training to 19 staff and external partners. Landfills are required to have certified operators onsite; however, the course provides excellent overall industry knowledge for all participants.
- Provided 75 in-person educational programs for school-age learners.
- Engaged nearly 2,500 students through virtual reality programming, providing classrooms and community groups accessible and immersive field trips to the agency's facilities.
- Introduced residents to waste disposal processes and recycling initiatives by hosting 115 vehicles at the annual public tour of Metro Park East Landfill.
- Hosted Hazardous Waste Operations and Emergency Response (HAZWOPER) courses for 143 individuals from across the state. The training provides satellite partners with certification to identify and properly store hazardous waste until agency staff can remove it for processing and safe disposal.
- Developed a comprehensive three-week curriculum for educators to complement the agency's interactive simulation game. Aligned with Iowa Social Studies, Literacy, and NGSS Science standards, the curriculum equips students with knowledge and skills to tackle environmental challenges.
- The agency's two online simulation games were played more than 3,000 times, engaging users of all ages in interactive learning about safe and responsible waste management.

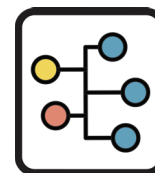


STAFF

- Recruited, hired, and onboarded more than 40 individuals.
- Implemented agency-wide quarterly safety trainings to improve staff knowledge and ensure a safe, effective workplace.
- Launched a new hire welcome breakfast with Executive Staff to introduce new team members, foster connections, and provide an overview of the agency's values.
- Implemented an updated Employee Handbook to ensure compliance, reflect policy changes, and assure it remains a relevant and effective tool for both employees and the agency.
- Initiated an agency-wide compensation analysis to assess market competitiveness.
- Enhanced communication through regular huddles at facilities, including Metro Park East Landfill and Metro Recycling Facility, to encourage greater staff engagement and contribution.
- Offered increased opportunities for staff to attend trainings, join facility tours, and participate in conferences, empowering them and supporting their professional development.
- Emphasized cross-training and succession planning to ensure operational continuity and reduce knowledge gaps.
- Promoted nine existing employees into new positions, including Information Technology Operations Manager, Recycling Equipment Operator, Environmental Technician, and Customer Care Specialist.
- Identified emerging leaders within the agency and hosted sessions to share experiences and explore professional development opportunities.
- Joined the Iowa Corporate Games with 33 staff members participating in 28 events, promoting employee engagement and wellness.
- Launched a new internal environmental management system training model for new hires, yearly updates, and corrective/preventive action requests.
- Continued the agency's partnership with Southeast Polk Apprenticeship Program to recruit new talent and offer training opportunities tailored to the needs of the agency.
- Reviewed all administrative job descriptions and updated naming structure of agency senior leadership titles to improve market competitiveness and ensure consistency across the agency.

- Implemented a new supervisory staffing model at Metro Park East Landfill, ensuring management coverage every day the facility is open.
- Released a new values video highlighting the agency's values of positivity, integrity, teamwork, leadership, and innovation, featuring a diverse range of staff across all facilities.

FACILITIES & PROGRAMS



Agency-Wide

- Highlighted operations and facilities by hosting a variety of agencies and community groups, including the Statewide Solid Waste Educators and Golden Circle Municipal Officers Group, for meetings and tours at Metro Recycling Facility and Metro Park East Landfill.
- Launched an appliance part resale program using functional parts processed through the Appliance Demanufacturing Program. The program recycled nearly 4,000 appliances last year, completely diverting the appliance and all its components from the landfill.
- Positioned the agency as a resource for three bills during the legislative season, including those on solid waste/recycling rate limits and battery stewardship.
- Implemented a Master Services Agreement for construction management services to streamline processes and gather input on full project management.
- Created bilingual signage at facilities to improve accessibility and communication for diverse customers.
- Hosted the agency's first legislative tour of Metro Recycling Facility, in conjunction with the annual legislative open house at Central Office. Both events highlighted the innovative programs and services offered to support disposal needs in communities throughout the state.
- Invested in new equipment, including a tarp machine, compactor, lift, and skid loader, to ensure efficiency and effectiveness.
- Developed and/or updated standard operating procedures, safety plans, and policies at all facilities.
- With Board of Directors' support and in line with the agency's values, defended a lawsuit from a party with a history of frivolous claims in the government and construction sectors.

Metro Park East Landfill

- In alignment with the agency's value of innovation, evaluated expansion opportunities and initiated permitting to extend the physical and vertical boundaries of the Phase II landfill footprint. The proposed expansion would add 49 acres and 52.3 million cubic yards of airspace, extending the landfill's lifespan by nearly 44 years.
- Successfully bid under budget to begin construction of Cell F, a 19-acre expansion providing roughly 3 million cubic yards of additional airspace.

Metro Park East Landfill (Continued)

- Diverted approximately 8,500 tons of wood, concrete, and co-mingled material from the landfill through the construction and demolition recycling sorting program.
- Placed greater emphasis on leachate recirculation and improved how waste is buried, resulting in an 11% increase in landfill density. This helps optimize airspace and extend the landfill's lifespan.
- Invested in a new training approach by hiring an operational consultant to enhance staff efficiency and effectiveness. This initiative, combined with changes to the waste burial process, resulted in the addition of valuable resources, including two new full-time employees and new equipment.
- Received approval from the Iowa Department of Natural Resources for a shingle recycling business plan to repurpose 100% of the agency's shingle supply. The plan will support projects like road construction, maintenance, and wet weather pad expansion, resulting in savings of more than \$2 million.
- Implemented initiatives to improve overall efficiency and optimize productivity at the mechanic shop, including the creation of a dedicated parts department with inventory control systems and the adoption of the 5S organization method.

Metro Compost Center

- Increased sales of pre-bagged Grow Gold Compost from 2,222 to 5,290 by expanding retail locations from three to 16.
- Improved operational efficiency to better utilize the 10-acre compost pad, in line with the agency's vision of "no wasted resources." Photos below show a visual comparison of improvement.



2023



2024

Metro Park West Landfill

- Transitioned to a new facility entrance in accordance with the facility's master plan design to support future growth of site.
- Completed construction and opened a new scale house, featuring a break room, bathrooms, office, and scale management space to support agency growth and provide a more comfortable work environment.
- Initiated permitting to expand the facility footprint by approximately 36 acres. The proposed expansion would add 3.6 million cubic yards of available airspace, extending the landfill's lifespan by 56 years.

Metro Hazardous Waste Drop-Off

- Expanded facility hours to include additional morning availability, to increase accessibility and convenience for residents.
- Diverted 85,500 pounds of waste through the Swap Shop, which offers partially used products to residents free of charge.
- Collected 95,000 pounds of hazardous waste from 443 small businesses, with 57% being first-time customers.
- Increased household hazardous waste collection by nearly 30%, with 270 requests for this convenient service option.

Metro Recycling Facility

- Implemented new fire prevention strategies, including the installation of a fire rover and a thermal alert system.
- A 2025 audit of the Curb It! residential recycling program showed overall contamination at a historic low of 11%. Far below the national average of 25% for single stream programs. This is a direct reflection of investments in strategic education and marketing to influence customer behavior and engagement with the program.
- Increased recycling tonnage received by 36%, while maintaining 90% equipment uptime.
- Secured a contract to receive recyclables from the City of Des Moines, serving approximately 100,000 households.
- Sold 27,276 bales of recycling material, an increase of nearly 50% from the previous year.
- Secured a favorable three-year contract for baled cardboard and mixed paper. In the first three months of the new agreement, revenue has increased 13% for cardboard and 2% for mixed paper.

Metro Central & Metro Northwest Transfer Stations

- Hosted hazardous waste collection events once a month at Metro Northwest Transfer Station, providing a safe convenient disposal site for nearly 1,000 customers, representing a 19% increase from the previous year.
- Purchased 2 new transfer tractors and trailers to support community growth and help maintain some of the lowest rates in the country. The trailers feature educational messaging on safe, smart disposal as they make daily trips between the transfer station and landfill.
- Implemented a hybrid hauling route for semi-truck drivers from Metro Central and Metro Northwest Transfer Stations, improving transportation efficiency and increasing loads of waste brought to the landfill by 35 per week, or 700 additional tons.

Metro Redemption Centers

- Received 4.6 million cans and bottles, an increase of 1.5 million from the previous year. This generated more than \$138,000 in revenue.
- Launched a fundraiser program allowing residents to donate redemption value to local organizations, raising more than \$1,500 for community businesses.



Metro Waste Authority



STRATEGIC BUSINESS PLAN
2024-2025



MISSION

Metro Waste Authority provides answers for safe and smart waste disposal and recycling.

VISION

No wasted resources.

OUR PROMISE

At Metro Waste Authority, we continually **evolve**, leading our industry and shaping our services with an eye on our vision “no wasted resources.” Recognizing we’re **better together**, we **team up** and **bring our best** to each challenge and opportunity. Count on everyone at MWA to **do what’s right** and **offer a smile and willing hand**.

AGENCY VALUES



integrity

Always do what's right.



positivity

Bring my best to every task, every day.
Bring out the best in my colleagues.



teamwork

Collaborate!
Together, we will address opportunities and challenges.



innovation

Forge a new path.
Evolve!



leadership

Set the example.
Everyone's a leader.

Get to Know Metro Waste Authority

Metro Waste Authority is the largest solid waste agency in Iowa. The agency is uniquely positioned to manage day to day garbage from the growing Metro, as well as launch pilot programs to divert challenging waste streams from landfills. Metro Waste Authority manages two landfills, two transfer stations, a recycling facility, a compost facility, a hazardous waste facility, and an administrative office. The agency's holistic approach to solid waste and recycling management is centered around efficiency and effectiveness, providing reliable service at rates among the lowest in the country. Its innovative culture has earned Metro Waste Authority the reputation of serving as a pioneer in the industry. Lastly, the agency's commitment to the environment has proven that waste management and land stewardship can be synonymous.

The Agency's Philosophy

While originally formed to manage solid waste for Polk County, the agency's services extend to more than 200 communities in 25 counties throughout the state. Central Iowa benefits when its neighboring communities have access to safe, smart disposal options. Leveraging key partners within the community and across the state is the key to maximizing resources and environmental stewardship. Much of Metro Waste Authority's work reflects its commitment to strong partnerships, advanced technology, and a robust education program.

Staff & Board of Directors

None of the agency's accomplishments would be possible without the commitment from its 116 staff members and the leadership from its 17 board of directors.

A Look Ahead

At the core of achieving its vision, "no wasted resources," significant consideration is given to opportunities for safe, smart waste disposal and recycling.

Objectives in the FY 2024-2025 Strategic Business Plan emphasize the importance of maintaining premier facilities, the evolution of programs, and the dedication to staff to meet the evolving needs of a diverse customer base throughout the state. As a result, Metro Waste Authority will focus on achieving these six simply stated, yet complex goals:

- *provide safe, smart recycling and disposal options for residents*
- *provide safe, smart recycling and disposal options for businesses*
- *introduce and maintain robust, innovative recycling programs*
- *ensure each facility is innovative, efficient, and environmentally focused*
- *ensure each facility is an asset to communities*
- *encourage employees to reach their fullest potential*

While not every objective is included in the pages to follow, those highlighted are intended to serve as a guide for the next two years and take considerable planning, resources, and collaboration.

PROGRAMS & SERVICES

Goal 1: Provide safe, smart recycling and disposal options for residents.

- | | | |
|---|---------|------------------------------|
| ● Facilitate roundtable discussions twice a year to address facility and industry challenges. | 09/2024 | Deputy Director |
| ● Evaluate community drop off program to grow convenient options for single stream and source separated recyclables, with priority focus on MWA member communities. | 12/2024 | Recycling Administrator |
| ● Grow household hazardous waste participation by 25%. | 06/2025 | MHWD Facility Manager |
| ● Provide targeted residential recycling education in communities with greater than 13% contamination, in order to reduce by 2%. | 06/2026 | Public Affairs Administrator |
| ● Raise public awareness of the proper disposal of rechargeable batteries, along with convenient access, to reduce the presence in landfills and recycling centers. | 06/2026 | Public Affairs Administrator |

Goal 2: Provide safe, smart recycling and disposal options for businesses.

- | | | |
|---|---------|----------------------------|
| ● Increase the acceptance of hazardous waste from small quantity generators by 20% over previous fiscal year. | 06/2025 | Business Waste Coordinator |
|---|---------|----------------------------|

Goal 3: Introduce and maintain robust recycling services.

- | | | |
|--|---------|-----------------------------------|
| ● Create a business plan to market and sell ground shingles. | 07/2024 | Construction & Demolition Manager |
| ● Launch construction and demolition comingled debris management program and process 3,100 tons. | 06/2025 | Construction & Demolition Manager |
| ● Create a business plan and integrate an electronic waste recycling program. | 06/2025 | MHWD Facility Manager |
| ● Expand the appliance de-manufacturing program to include repairs and rebuilds, increasing diversion of such materials. | 06/2026 | Construction & Demolition Manager |

Goal 1: Ensure each facility is innovative, efficient, and environmentally focused.

- | | | |
|---|---------|----------------------------------|
| ● Draft a new five-to-ten-year strategic plan and corresponding organizational chart. | 09/2024 | Deputy Director |
| ● Increase production of compost by 20% over 2021. | 10/2024 | Executive Director |
| ● Develop and/or update Standard Operating Procedures, safety plans, and policies at all facilities. | 12/2024 | Human Resources Manager |
| ● Identify a training program for staff implementation of LEAN principles. | 12/2024 | Deputy Director |
| ● Review the finance department's existing processes and use of technology to manage the agency's recent and anticipated growth. | 02/2025 | Chief Financial Officer |
| ● Evaluate wastewater treatment and evaporation systems to assess the best process for management of leachate on site. | 03/2025 | Environmental Operations Manager |
| ● Evaluate all models to balance the requirements of MWA and tenants at 300 E. Locust to determine a project timeline and design of building to address present and forecasted needs. | 03/2025 | Chief Financial Officer |
| ● Complete the plan and design for the future construction of a state-of-the-art-maintenance shop at Metro Park East Landfill. | 06/2025 | Disposal Operations Manager |
| ● Review the information technology processes, software, and equipment to manage the agency's recent and anticipated growth. | 06/2026 | Chief Financial Officer |

Goal 2: Ensure each facility is an asset to our communities.

- | | | |
|---|---------|----------------------------------|
| ● Review, restructure household hazardous waste service lines to diversify customer base and increase disposal tonnage. | 09/2024 | Recycling Administrator |
| ● Develop an organization-wide internal and external natural disaster/crisis response plan. | 12/2024 | Recycling Administrator |
| ● Implement a new SCADA system at Metro Park East and Metro Park West Landfills. | 12/2024 | Environmental Operations Manager |
| ● Evaluate needs and create a plan for Dallas County facilities. | 06/2025 | Executive Director |
| ● Study the anticipated future waste generation needs of Polk and Dallas County to assess need for (and potential location of) transfer station(s) to meet the increasing demand for efficient waste disposal for residential and commercial waste. | 06/2025 | Executive Director |
| ● Select and integrate data from all service lines into one agency-wide data management program. | 06/2025 | Chief Financial Officer |
| ● Increase the tonnage of inbound material at the Metro Recycling Facility by 25% year over year. | 06/2026 | Recycling Administrator |

Goal 1: Create a work environment where employees are encouraged to reach their fullest potential.

- | | | |
|---|---------|------------------------------|
| ● Revise the staff onboarding process to provide clear expectations of job and understanding of company values. | 12/2024 | Human Resources Manager |
| ● Develop an employee training program to ensure a safe, effective workplace. | 12/2024 | Human Resources Manager |
| ● Create a transfer station operator course and market it to applicable internal and external audiences. | 06/2025 | Marketing Coordinator |
| ● Create an environment that emphasizes professional development of all employees. | 06/2026 | Human Resources Manager |
| ● Re-evaluate internal communication channels to further engage, empower staff at every level of the agency with necessary information to create success and fulfillment. | 06/2026 | Public Affairs Administrator |

Department	Job Title	Position Type	Reports To
Central Office (10)	Executive Director	Full-Time	MWA Board of Directors
Supervises Staff	Salary Range	Classification	Date Approved
Yes		Exempt	

Position Summary

Under the general direction of the Metro Waste Authority (MWA) Board of Directors leads and directs the organization in achievement of its mission, strategy, goals, and objectives. Oversees programs and services necessary to meet the requirements and needs of member communities. Provides oversight, direction, and coordination of MWA staff and facilities to maintain cost effective, efficient, and reliable programs and services within available financial resources, while complying with governmental regulations and MWA Board policies. Develops and maintains effective working relationships with MWA's constituencies (the public, employers, media, governmental agencies, elected officials, and MWA Board of Directors) to promote financial and public support, understanding, and cooperation for existing and enhanced solid waste program services.

Essential Duties and Responsibilities

The essential functions include, but are not limited to the following:

- Advise, guide, and inform the MWA Board in the adoption of policies for the governance of the organization in compliance with federal, state, and local rules, regulations, and ordinances.
- Ensure that policies are effectively implemented, updated as necessary and periodically evaluated and reported. Provide interface between Board and staff, and support Board's evaluation of Executive Director.
- Develop and maintain effective working relationships and effective communications with community leaders, governmental authorities, legislators, media, taxpayer groups, and the user public to enlist financial and related program support for solid waste program services.
- Represent MWA before various boards, commissions, governmental, and private organizations to inform parties regarding enhanced services, plans, problems, and external events which have an impact on MWA's ability to provide responsive, cost effective services.
- Lead and direct operating program administrators in the development of planning functions, the execution of established objectives, and the achievement of results.
- Facilitate the MWA Board in its responsibilities assuring the development of plans which will accomplish annual and long-term goals and objectives and provide sufficient financial resources to meet capital and operating needs.
- Oversee the Environmental Management System to ensure that MWA employees are following the state law and using the model of continuous improvement as the vehicle to achieve desired results.
- Select key leadership staff and track individual levels of performance consistent with goals and objectives.
- Approve appointments, promotions, and transfers consistent with MWA policies and contract provisions.
- Listen to employee and staff concerns and provide direction and guidance as appropriate.
- Authorize hiring of consultants, engineers, contractors, and related subject matter specialists.
- Provide input and direction in the negotiation and administration of recurring labor agreements.
- Responsible for all MWA facilities, staff, programs, and services, providing direct management for Solid Waste and Recycling department leadership.



Environmental Stewardship – Demonstrates an understanding of Metro Waste Authority's Environmental Management System (EMS). Guided by the EMS processes and procedures, we focus on six main areas aimed at increasing diversion and/or protecting the environment. These include:

- Recycling
- Household Hazardous Waste Collection
- Yard Waste Management
- Water Quality Improvement
- Greenhouse Gas Reduction
- Environmental Education

MWA Values - Demonstrates an understanding of Metro Waste Authority's values and applies them to the position, and assigned responsibilities, as well as to all interactions with customers and co-workers.

- Leadership – Set the example because everyone is a leader!
- Integrity – Always do what is right!
- Positivity – Bring our best to every task, every day and bring out the best in your colleagues!
- Teamwork – Collaborate because we know that together we will address opportunities and challenges!
- Innovation – Forge a new path and evolve!

Competencies

- Entrepreneurial Thinking - Understands how the business fits into the broader marketplace; identifies opportunities for business growth; monitors market trends and revenue opportunities
- Leveraging Opportunities- Scans the environment for opportunities to grow the business or accelerate performance; encourages people to exploit chances to drive the business forward
- Makes Accurate Judgements and Decisions - Bases decisions on a systematic review of relevant facts and information; avoids making assumptions or rushing to judgment; provides clear rationale for decisions
- Manages Political Situations - Sensitive to how his/her actions may be interpreted by others; looks at things from other people's point of view; takes care to communicate so actions are perceived positively; diplomatically handles disagreements and conflicts
- Manages Risk - Effectively balances risks and opportunities; thinks through potential positive and negative outcomes; looks for ways to mitigate risks
- Negotiating Agreements - Effectively leverages negotiating strategies and tactics to reach mutually agreeable solutions; focuses on win-win solutions; outlines requirements, contingencies and timetables that help drive discussions toward completion
- Sets a Strategic Vision - Identifies and articulates the strategic goals and direction of the company, division, or group; establishes connections between short term goals and long-term objectives and directions
- Thinks Globally - Understands global markets and conditions; aware of how cultural and international differences may impact business plans and strategies; thinks globally when considering resources and/or market opportunities

Travel

- This position requires regular travel in and around the Des Moines metro area to support all Metro Waste Authority facilities and other travel as required.

Minimum Qualifications (Knowledge, Skills, and Abilities)

- Bachelor's degree in business, engineering, or public administration.
- 5-10 years of progressive management experience in the public sector
- 5 years' experience in a senior leadership position



- Valid driver's license

Preferred Education & Experience

- Master's degree in Business Administration, Public Administration, or related field.

Physical Demands

While performing the duties of this position, the employee is regularly required to talk or hear. The employee frequently is required to use hands or fingers; handle or feel objects, tools, or controls. The employee is occasionally required to stand; walk; sit; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this position include close vision, distance vision, and the ability to adjust focus. The noise level in the work environment is usually low to moderate.

Work Environment

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

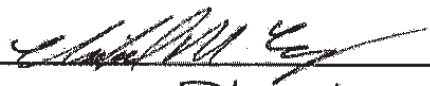
I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements, and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts, or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed as directed by the Employer. I understand that I may be required to work overtime, different shifts, or hours outside the normally defined workday or workweek.

Reviewed with employee by

Signature: _____ Name (print): _____

Title: _____ Date: _____

Received and accepted by

Signature:  Name (print): Michael McCoy
 Title: Executive Director Date: 9/1/22

The company is an Equal Opportunity Employer, drug free workplace, and complies with ADA regulations as applicable.

EMPLOYMENT CONTRACT
FOR
METRO WASTE AUTHORITY EXECUTIVE DIRECTOR

THIS AGREEMENT, effective July 1, 2022, by and between the Metro Waste Authority ("Employer"), a public agency formed pursuant to Iowa Code Chapter 28E, and Michael McCoy ("Employee").

WHEREAS, Employee agrees to continue performing the duties of the position of Executive Director and Employer agrees to continue to employ Employee as its Executive Director;

WHEREAS, the Employer and Employee wish to set out in writing the terms and conditions of the employment relationship; and

WHEREAS, Employer and Employee wish to provide a means for terminating Employee's services at any time when, in the opinion of Employer, Employee is not performing the duties of Executive Director; and

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

Employer agrees to employ Employee as Executive Director to perform the applicable functions and duties of a director of an Iowa Code 28E public agency as defined by the Employer's policies and procedures, its Business Plan, as well as the job description of the Executive Director position. Employee acknowledges that the functions and duties of the Executive Director may be amended from time to time and that Employee agrees to perform other legally permissible and proper duties that Employer may assign.

SECTION TWO

Employee agrees that Employee serves as Executive Director at the pleasure of Employer. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to determine that Employee shall no longer serve as Executive Director, subject only to the provisions set forth in Section Three of this Agreement. In addition, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position of Executive Director, subject only to the provisions set forth in Section Three of this Agreement.

SECTION THREE

Employee's contract shall be for a three (3) year employment term, from July 1, 2022 through June 30, 2025, unless this Agreement is terminated earlier. Neither Employer nor Employee shall have any obligation to renew the contract for any additional term after the expiration of this term and no severance benefits will be provided when this Agreement expires.

The Agreement shall also terminate automatically upon the death or disability of Employee. Disability means the Employee is unable to perform the duties set forth in this Agreement, with or without accommodation, for a period of sixty (60) cumulative business days in any twelve (12) month period, as a result of physical or mental condition or loss of legal capacity. If the Agreement is terminated because of death or disability, then no severance benefits will be provided.

Every twelve (12) months, Employer will perform an annual review of Employee's performance as Executive Director. Based upon this annual review, Employer may make recommendations regarding goals for the Executive Director position, future employment agreements between the parties, as well as the salary and/or benefits contained in said agreements. Executive Director will receive a salary increase, as determined by the Board of Directors, reflecting the Employee's job performance evaluations and market conditions.

In the event Employer or Employee do not intend to renew the employment contract, sixty (60) days' notice prior to the expiration of the contract shall be given by the non-renewing party to the other. In the event Employee voluntarily resigns his position during the contract term, the Employee shall give at least ninety (90) days' notice--which the Board may shorten at its discretion. If Employee voluntarily resigns his position, he shall not be entitled to severance benefits of any kind.

Employee may not be terminated during the Agreement except for just cause unless Employer continues the salary and benefits of Employee for a period of twelve (12) months from the date of termination. Just cause shall include, but shall not be limited to, an incident where Employee has been convicted of a serious misdemeanor or felony, found to be dishonest with the Employer, insubordinate or gross mismanagement. If Employee is terminated for just cause, then no severance benefits will be provided. Employee agrees to accept this continuation of salary and benefits for the aforementioned period as full and complete consideration for any and all claims, causes of action and/or damages related to Employee's employment or termination as Executive Director that Employee may have against Employer and/or Employer's Board of Directors, agents, officers, employees and/or agents.

SECTION FOUR

Effective July 1, 2022, Employer agrees to pay Employee an annual base salary of \$245,000.00, payable in installments as authorized for other administrative employees of Employer. As set forth above, Employer shall review this base salary every twelve (12) months as part of its annual review of Employee's performance.

SECTION FIVE

Employee shall be entitled to those benefits given to the administrative employees of Employer, including life insurance benefits, sick leave benefits, and vacation benefits. If Employee fails to give at least ninety (90) days' notice, he shall not be entitled to payment of any accrued but unused benefits. Employee shall not receive longevity pay or overtime pay and shall

be expected to work whatever hours are necessary to efficiently perform the duties of Executive Director.

Employer agrees to pay for professional dues and subscriptions necessary for Employee's membership in those associations and organizations that are necessary and desirable for Employee's continued professional participation and growth on behalf of Employer. In addition, Employee shall, without loss of pay, be allowed time each year for the purpose of attending--at Employer's expense upon prior approval of the Board Chair--conventions, seminars, and/or educational forums relating to solid waste disposal, environmental protection, or public administration without loss of pay.

Employee shall be provided a company-owned vehicle in accordance with Employer's vehicle policy.

Employer shall pay annually into Employee's designated deferred compensation benefit plan an amount equal to seven percent (7%) of Employee's base salary as set forth in Section Four (4) of this Agreement.

SECTION SIX

This Agreement contains the entire agreement of the parties relating to Employee's employment and the subject matter herein and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to Employee's employment and the subject matter herein. The parties acknowledge that they have made no agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of the Metro Waste Authority has caused this Agreement to be signed and executed by signature of its Chair and the Employee, Michael McCoy, has caused this Agreement to be signed and executed on his behalf.

EMPLOYER:


R. Ronald Pogge,
Chairman of Board of Directors

EMPLOYEE:


Michael McCoy