



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

## MEMORANDUM

**DATE:** June 14, 2024

**TO:** MWA Board Members

**CC:** MWA Staff

**FROM:** Michael McCoy, Executive Director

**RE:** Wednesday, June 19, 2024, Board Meeting

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This month's board meeting is scheduled for Wednesday, June 19, 2024, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6519 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

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

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

8. Resolution 06–24–03 – Approval of Electric Vehicle Purchase at Central Office – Action for Approval

The 2024 Telsa will replace the 2022 Chevy Pickup and will be located at Central Office. The Chevy will be relocated to the Hazardous Waste Facility. Telsa is the recommended vendor. The purchase price will not exceed \$50,000. The vehicle is budgeted in the FY23/24 budget. Staff recommends approval.

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

12. Resolution 06–24–04 – Approval of Insurance Policy Update – Action Item

The renewal of our insurance program occurs every June 15. In general, our insurance renewal with carriers (primarily with ICAP) reflected an increase of 12%, based on the combination of insured values increasing and insurance carrier rate increases. The insurance renewal on Metro Recycling Facility was exceedingly difficult with unfavorable terms, due in part to the fire last fall. A policy has been secured with ICAP. Once the current fire claim can be closed and additional fire prevention equipment can be installed, staff anticipate seeking a policy with more favorable terms. Staff recommends approval.

13. Resolution 06-24-05 – Approval of Hazardous Waste Disposal Contract Award – Action Item

Clean Harbors Environmental Services received the highest score for the Hazardous Waste Disposal and was also lowest bid. Metro Waste Authority (MWA) has contracted with Clean Harbors for the hazardous waste disposal since 1994. Through multiple RFP

processes Clean Harbors continues to be an awardee due to pricing and service execution. A-TEC Recycling received the highest score for the Universal Waste and CRT portion of the contract. Staff recommends approval.

14. Resolution 06-24-06 – Approval of Boone County Road Agreement for Metro Park West – Action Item  
MWA plans to construct a new scale house at Metro Park West Landfill (MPW) with access from 335<sup>th</sup> Street. In anticipation of the new entrance, Boone County has requested a Road Use Agreement. The new entrance to MPW is located approximately 300 yards from the existing entrance, so traffic patterns are not expected to change significantly. However, because the new entrance is in Boone County instead of Greene, use is subject to Boone County regulations. The Road Use Agreement stipulates dust control, bi-weekly metal debris mitigation, and an annual reimbursement to Boone County for 200 tons of gravel per mile. Staff recommends approval.
15. Resolution 06-24-07 – Approval of Early Fire Detection System for Metro Recycling Facility – Action Item  
Staff is recommending two systems, one for the tip floor and one for the sorting floor and commodity bale storage area. The Fire Rover system is recommended for the tip floor and the MoviTHERM is recommended for the sorting floor and commodity bale storage area. Funds are available in Capital Expenditures. Staff recommends approval.
16. Resolution 06–24–08 – Approval of City of Jefferson Recycling Contract – Action Item  
This contract establishes a new partnership between the City of Jefferson and MWA for processing and marketing of recyclable material. This agreement includes a per ton fee to the city for marketing and education services provided by MWA. Staff recommends approval.
17. Resolution 06-24-09 – Approval of Executive Director FY23/24 Review and FY24/25 Salary Adjustment – Action Item  
A performance review for Executive Director Michael McCoy was performed by the MWA Board of Directors Chair, Dean O'Connor, and a committee comprised of Rob Sarchet, Polk City, and Mark Holm, Ankeny. Seven performance reviews were submitted and reviewed. Overall performance ratings and comments were positive and indicated that McCoy met or exceeded board expectations for FY23/24. Staff recommends approval.



Board of Directors  
2024 Calendar Year

Dean O'Connor  
Chair

Rob Sarchet  
Vice-Chair

Dean O'Connor  
Altoona

Mark Holm  
Ankeny

Bob Peffer  
Bondurant

Ted Weaver  
Clive

Joe Gatto  
Des Moines

Steve Allen  
Elkhart

David Gisch  
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  
Executive Director

## Metro Waste Authority Board Meeting June 19, 2024

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

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#### 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 8
5. Consideration of Minutes May 15, 2024, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 06–24–01 – Consideration of April 2024, Financial Statements – Action to Receive and File
7. Resolution 06–24–02 – Consideration of May 2024, Monthly Expenditures – Action for Approval
8. Resolution 06–24–03 – Approval of Electric Vehicle Purchase at Central Office – Action for Approval

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#### END CONSENT AGENDA

#### Regular Agenda Items for Approval – Items 12 through 17

9. Discussion: Board Room Design
10. Discussion: Greenfield Disaster Response
11. Presentation: Finance and I/T Update
12. Resolution 06–24–04 – Approval of Insurance Policy Update – Action Item
13. Resolution 06–24–05 – Approval of Hazardous Waste Disposal Contract Award – Action Item
14. Resolution 06–24–06 – Approval of Boone County Road Agreement for Metro Park West – Action Item
15. Resolution 06–24–07 – Approval of Early Fire Detection Systems for Metro Recycling Facility – Action Item

16. Resolution 06–24–08 – Approval of City of Jefferson Recycling Contract – Action Item
17. Resolution 06–24–09 – Approval of Executive Director FY23/24 Review and FY24/25 Salary Adjustment – Action Item
18. Director’s Report
19. Chair’s Report
20. General Board Discussion and Other Business
21. Correspondence
22. Adjournment

**July Executive/Finance Meeting: July 10, 2024**, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

**July Board Meeting: July 17, 2024**, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



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

## May 15, 2024, Unofficial Metro Waste Authority Board Meeting Minutes

### 1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Dean O'Connor, chair, called the May 15, 2024, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

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

Dean O'Connor, Altoona – In Person  
Ted Weaver, Clive – In Person  
Joe Gatto, Des Moines – In Person  
David Gisch, Grimes – In Person  
Bryan Burkhardt, Johnston – Virtual  
Bill Roberts, Mitchellville – Virtual  
Konnor Hodges, Pleasant Hill – Virtual  
Rob Sarchet, Polk City – In Person  
Tom Hockensmith, Polk County – Virtual  
Patricia Boddy, Urbandale – Virtual  
Susan Skeries, Windsor Heights – Virtual

### 2. Approval of Regular Agenda

Moved by Des Moines, seconded by Clive, to approve the May 15, 2024, board meeting agenda as presented. Motion carried unanimously by voice vote.

### 3. Public Forum

There were no requests to address the Board.

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#### **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 9

Moved by Des Moines, seconded by Polk City, to approve the Consent Agenda, items 4 through 9. Motion carried unanimously by voice vote.

### 5. Consideration of Minutes of April 17, 2024, Metro Waste Authority Board Meeting – Action for Approval

### 6. Resolution 05-24-01 – Consideration of March 2024, Financial Statement – Action to Receive and File

### 7. Resolution 05-24-02 – Consideration of April 2024, Monthly Expenditures – Action for Approval

### 8. Resolution 05-24-03 – Approval of Semi-Annual Bond Payment to Polk County – Action for Approval

9. Resolution 05-24-04 – Approval of Equipment Purchase for Metro Park East Landfill – Action for Approval

**END CONSENT AGENDA**

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10. Director's Report

Michael McCoy, executive director, reported that bulky waste will be changing at the landfill. The over sized items such as telephone poles, railroad ties and tree root balls are dangerous, very difficult to handle and take up a lot of air space at the landfill. To offset some of the additional handling we will updating the guidance on disposal. Everything will need to be cut down to 6ft or less to avoid additional fees.

Mattresses – These pose a challenge at the landfill due to their size as well as being so light weight. Anyone bringing in 4 or more mattresses will be charged \$10 per mattress.

McCoy mentioned that the Landfill Operator Course was hosted late April. We had a total of 19 participants it went very well.

Dan Haag, recycling administrator, reported that the Pleasant Hill tornado recovery is slowing down. We still have some roll off trucks in and out while they are getting things cleaned up.

McCoy reported that the June executive finance meeting will be held at Metro Park East Landfill. We will be hosting tours before and after the meeting for those board members who are interested.

Emily Grier, community relations coordinator, mentioned that the public affairs team is working on the eco advocate program. We are currently looking for ambassadors for all things Metro Waste Authority. Applications are coming in and will be reviewed through the end of May.

Emily Dobbins, human resource manager, mentioned that Metro Waste Authority was chosen to participate in the career fair in Perry. We will have a staff member from human resource, a facility manager, and a bilingual staff member attending.

The June executive finance meeting will be held at Metro Park East Landfill (12181 University Ave Mitchellville, Iowa) on Wednesday, June 5, 2024, at 12:00 pm.

The June board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, June 19, 2024, at 5:45 pm.

11. Chair's Report

Dean O'Connor reported that himself as well as 2 other board members will be working on Michael's annual review, all responses are due back by May 31, 2024.

O'Connor introduced Ron Pogge as the new legal counsel. Ron has over 20 years of experience on Metro Waste Authority's board.

12. General Board Discussion and Other Business

No report.

13. Adjournment

Moved by Des Moines, seconded by Grimes, to adjourn the May 15, 2024, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:03 pm.

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Michael McCoy, Executive Director

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Dean O'Connor, Chair

**Metro Waste Authority**  
**Statement of Revenue, Expenses and Change in Net Position**  
**Reported by Line of Business**  
**For the Ten Months Ended 4/30/2024**

**Revenue by Activity:**

Landfills and transfer stations	\$ 34,262,900
Recycling	8,972,844
Contract management - garbage and yard waste	6,315,534
Compost	2,588,389
Office rental	486,673
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<b>Total</b>	<b>52,626,340</b>

**Expense by Activity:**

Landfills and transfer stations	24,492,912
Recycling	10,156,753
Contract management - garbage and yard waste	5,467,516
Compost	2,443,964
Office rental	595,179
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Central office	2,644,092
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<b>Total</b>	<b>45,800,415</b>

**Contribution by Activity:**

Landfills and transfer stations	9,769,989
Recycling	(1,183,909)
Contract management - non-recycling	848,018
Compost	144,425
Office rental	(108,506)
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Central office	(2,644,092)
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<b>Total</b>	<b>6,825,925</b>

Investment income (loss)	<hr/> <b>3,169,602</b>
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**Change in Net Position** **9,995,527**

**Net Position, beginning of year** 

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**119,164,645**

**Net Position, end of period** 

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**\$ 129,160,172**

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  
Statements of Net Position**

	<b>As of 4/30/2024</b>	<b>As of 6/30/2023</b>
<b>Current Assets</b>		
Cash and cash equivalents	\$ 8,081,256	7,724,145
Investments	21,512,723	26,543,299
Accounts receivable	6,820,597	7,777,410
Prepaid expenses, other	224,918	184,748
Inventories	390,060	315,235
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Total current assets	37,029,554	42,544,837
<b>Assets Whose Use is Limited</b>		
Investments	57,445,610	43,360,403
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<b>Lease Receivables</b>	1,061,580	1,061,580
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<b>Capital Assets</b>	201,424,039	197,909,565
Less accumulated depreciation	113,798,674	106,025,940
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Total capital assets	87,625,365	91,883,625
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<b>Total assets</b>	183,162,109	178,850,445
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<b>Deferred Outflows of Resources</b>		
Pension	(1,249,426)	(1,249,426)
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<b>Current Liabilities</b>		
Current portion of notes payable	2,850,000	2,850,000
Construction costs payable	-	2,944,203
Trade accounts payable	257,328	3,707,209
Landfill tax payable	453,243	787,791
Accrued payroll and employee benefits	1,466,023	1,644,215
Other accrued expenses	715,928	349,003
	<hr/>	<hr/>
Total	5,742,522	12,282,421
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<b>Long-term Liabilities</b>		
Notes payable	21,577,950	21,741,909
Accrued landfill closure and post closure care costs	23,544,144	22,524,146
Net pension liability	3,111,888	3,111,888
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Total long-term liabilities	48,233,983	47,377,943
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<b>Total liabilities</b>	53,976,505	59,660,364
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<b>Deferred Inflows of Resources</b>		
Leases	873,508	873,508
Pension	401,350	401,350
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Total deferred inflows of resources	1,274,858	1,274,858
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<b>Net Position</b>		
Net investment in capital assets	63,197,414	64,347,513
Restricted for transfer station closure	320,000	320,000
Unrestricted	65,642,757	54,497,136
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Total net position	129,160,172	119,164,649
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<b>Total Liabilities, Deferred Inflows and Outflows, and Net Position</b>	\$ 183,162,109	178,850,445
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METRO WASTE AUTHORITY  
BILLS PAID IN MAY 2024

VENDOR NAME	COMMENT	Total
A KING'S THRONE, LLC	BUILDING SERVICES	\$ 380.00
ABM PARKING	PARKING	\$ 6,840.00
ACCESS SYSTEMS	OFFICE PRINTING	\$ 1,324.13
ACCURATE HYDRAULICS & MACHINE	PARTS/LABOR	\$ 257.66
ADVENTURE LIGHTING	ELECTRICAL SUPPLIES	\$ 201.08
AFLAC	INSURANCE PREMIUM	\$ 575.52
AHLERS & COONEY, PC	LEGAL EXPENSE	\$ 604.00
AIR FILTER SALES	BUILDING SERVICES	\$ 230.45
AIR MACH INC.	SITE MAINTENANCE	\$ 2,650.00
AIRGAS, INC. DBA AIRGAS USA, LLC	EQUIPMENT FUEL	\$ 621.88
AMERICAN MARKING, INC.	OFFICE SUPPLIES	\$ 65.75
AMES, CITY OF	COMMODITY PURCHASES	\$ 1,712.00
ANKENY SANITATION	WASTE/DROP OFF/CONTRACT EXPENS	\$ 472,502.85
APPLIED INDUSTRIAL TECHNOLOGIES	PARTS	\$ 414.56
A-TEC RECYCLING, INC.	CONTRACT DISPOSAL	\$ 2,881.93
ATHLETICO PHYSICAL THERAPY	CONSULTING FEES	\$ 1,350.00
ATLANTIC BOTTLING COMPANY	OFFICE SUPPLIES	\$ 1,174.61
AUREON COMMUNICATIONS	TELEPHONE EXPENSE	\$ 9,803.39
BAILEY ORTEGA	REIMBURSEMENT	\$ 41.67
BLACKHAWK AUTOMATIC SPRINKLERS	HEALTH/SAFETY	\$ 945.00
BOMGAARS	PARTS/SMALL TOOLS/SUPPLIES	\$ 670.11
BONDURANT, CITY OF	UTILITIES	\$ 113.86
BOOT BARN	HEALTH/SAFETY	\$ 478.95
BRICK GENTRY P.C.	LEGAL FEES	\$ 940.00
CAMP TOWNSHIP FIRE DEPT. - HOST FEES	HOST FEES	\$ 2,823.33
CAPITAL CITY EQUIPMENT CO.	EQUIPMENT/PARTS/LABOR	\$ 3,518.62
CAROLINA SOFTWARE	COMPUTER SUPPLIES/MAINTENANCE	\$ 3,139.06
CENTRAL UNITED LIFE INSURANCE	LIFE INSURANCE	\$ 152.22
CENTURY LINK	TELEPHONE EXPENSE	\$ 316.49
CERTIFIED POWER, INC	PARTS/LABOR	\$ 3,108.88
CFI TIRE SERVICE	THIRD PARTY TIRE/TRACK MAINT.	\$ 17,266.32
CINTAS CORPORATION NO. 2	EMPLOYEE UNIFORM+SHOP SUPPLIES	\$ 4,366.19
CITY GARDENS, INC	SITE MAINTENANCE	\$ 4,508.00
CITY OF URBANDALE	MWA GRANT PROGRAM	\$ 49,194.75
CL SMITH COMPANY	CONTRACT DISPOSAL	\$ 8,686.70
CLARK SUTFIN	TRAVEL REIMBURSEMENT	\$ 77.72
CLEAN DES MOINES, INC.	JANITORIAL SERVICES	\$ 1,325.00
CLEAN HARBORS ENV. SERVICE INC	CONTRACT DISPOSAL	\$ 29,939.66
COMMONWEALTH ELECTRIC COMPANY	SITE MAINTENANCE	\$ 1,439.03
COMPETITIVE EDGE	PUBLIC INFORMATION/PROMOTION	\$ 687.70
CONSTRUCTION & AGGREGATE PRODUCTS	LEACHATE MAINTENANCE/COLLECTIO	\$ 639.80
CONTINENTAL ALARM & DETECTION	SITE MAINTANCE	\$ 288.60
CP MANUFACTURING INC	EQUIPMENT	\$ 35,643.78
CRYSTAL CLEAR	OFFICE SUPPLIES	\$ 379.00
DAN'S OVERHEAD DOORS 4	BUILDING REPAIRS	\$ 7,981.15
DATASHIELD CORP	RECYCLING EXPENSE	\$ 90.46
DELUXE BUSINESS CHECKS AND SOLUTIONS	OFFICE SUPPLIES	\$ 239.55
DES MOINES MOBILE WASH, INC	PREVENTIVE MAINTENANCE	\$ 4,786.02
DES MOINES REGISTER, THE	ADVERTISING	\$ 389.80
DES MOINES SOLID WASTE	YARD WASTE COLLECTION	\$ 58,106.40
DES MOINES STEEL CO.	SITE MAINTENANCE	\$ 114.18
DES MOINES WATER WORKS	UTILITIES	\$ 1,457.35
DES MOINES, CITY OF	LEACHATE PROCESSING	\$ 27,723.19
DIAM PEST CONTROL	THIRD PARTY BUILDING SERVICES	\$ 357.00
DIAMOND OIL COMPANY	EQUIPMENT FUEL	\$ 1,666.68
DSM PROPERTY SERVICES LLC	SITE MAINTENANCE	\$ 342.50
DUKE AERIAL, INC.	IMRF EQUIPMENT RENTAL	\$ 5,116.95
ED JENNINGS - ANKENY TROOP 85	CAN REDEMPTION	\$ 628.45
ELECTRICAL ENG. & EQUIP. CO.	PARTS/LABOR	\$ 1,699.24
ELECTRONIC ENGINEERING CO.	PARTS	\$ 400.96
ELISE SANNY	CAN REDEMPTION	\$ 165.25
ELLIOTT EQUIPMENT CO.	PARTS/LABOR	\$ 310.00
EXPRESS HOLDINGS LLC	BUILDING SERVICES	\$ 130.95
EXPRESS LAUNDRY	FLOOR MATS	\$ 233.10
FASTENAL COMPANY	HEALTH/SAFETY	\$ 614.92
FERRELLGAS	UTILITIES/EQUIPMENT FUEL	\$ 486.12
FINANCIAL FORMS & SUPPLIES INC	OFFICE SUPPLIES	\$ 1,536.13
FINISHING TOUCHEZ	SITE MAINTENANCE	\$ 216.30
FIRST CHOICE SERVICES / US COFFEE	OFFICE SUPPLIES	\$ 400.30
FORCE FITTERS LLC	EMPLOYEE UNIFORM	\$ 830.35
FREIGHTLINER OF DES MOINES, INC	PARTS	\$ 2,376.23
GARRY & CONNIE HOWE	CAN REDEMPTION	\$ 5,876.00
GATR OF DES MOINES, INC.	PARTS	\$ 3,705.75
GRAINGER	PARTS/SMALL TOOLS/SUPPLIES	\$ 2,969.66
GRIMES, CITY OF	UTILITIES	\$ 1,684.28
GRP & ASSOCIATES	CONTRACT DISPOSAL	\$ 683.00
HAUPERT ELECTRIC, LLC	CAPITAL EXPENSE	\$ 1,260.00
HAWKEYE FIRE & SAFETY CO	EQUIPMENT REPAIRS	\$ 13,049.20
HDR ENGINEERING, INC.	ENGINEERING SERVICES	\$ 22,055.05
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	MEDICAL INSURANCE	\$ (5,855.00)
HEIDI BEDIER	CAN REDEMPTION	\$ 299.00
HEIMAN FIRE EQUIPMENT	HEALTH/SAFETY	\$ 95.60
HERITAGE BUILDING MAINTENANCE	JANITORIAL SUPPLIES	\$ 6,505.22
HIRE QUEST, LLC	STAFFING	\$ 13,627.51
HOLICKY BROS INC.	THIRD PARTY PARTS/LABOR	\$ 5,772.75
HOLICKY BROS LOGISTICS	THIRD PARTY PARTS/LABOR	\$ 4,242.31
HOPKINS & HUEBNER PC	LEGAL EXPENSE	\$ 782.50
HOUSBY HEAVY EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 12,673.91
HOUSBY MACK, INC.	PARTS/LABOR/PREVENTIVE MAINT	\$ 920.94
I & S GROUP, INC.	TOPOGRAPHICAL SURVEY	\$ 4,000.00

METRO WASTE AUTHORITY  
BILLS PAID IN MAY 2024

INDEED, INC	ADVERTISING	\$ 11,535.86
INLAND TRUCK PARTS CO.	PARTS/LABOR/PREVENTIVE MAINT	\$ 10,490.00
IOWA DEPT OF NATURAL RESOURCES	SITE PERMITS	\$ 862.40
IOWA DES MOINES SUPPLY, INC.	JANITORIAL SUPPLIES	\$ 1,293.53
IOWA DNR	SWAP GRANT 21-G550-08	\$ 1,388.89
IOWA EVENT CENTER	CAN REDEMPTION	\$ 77.85
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	MEDICAL INSURANCE	\$ 26,158.79
IOWA METHODIST OCCUP. MEDICINE	DOT PX/WORKERS' COMP	\$ 1,950.00
IOWA PUMP WORKS	LEACHATE COLLECTION	\$ 5,122.71
IOWA REGIONAL UTILITIES ASSOCIATION	UTILITIES	\$ 24.30
IOWA STAFFING INC	TEMPORARY LABOR	\$ 10,075.92
IPERS	EMPLOYER'S SHARE OF IPERS	\$ 59,295.31
J. A. KING & CO	SITE MAINTENANCE/PARTS	\$ 49,566.48
JERRY ANDERSON	CAN REDEMPTION	\$ 246.00
JETCO, INC	LEACHATE MAINTENANCE/COLLECTIO	\$ 1,707.75
JIM HAWK TRUCK TRAILERS, INC.	EQUIPMENT/PARTS/LABOR	\$ 3,210.34
JOHNSON CONTROLS FIRE	REPAIR SERVICES	\$ 752.23
JOHNSON CONTROLS, INC.	SITE MAINTENANCE	\$ 308.71
KABEL BUSINESS SERVICES	EMPLOYEE BENEFIT EXPENSE	\$ 15,660.20
KABEL BUSINESS SERVICES	SERVICE FEES	\$ 48.80
KAL SERVICES, INC.	YARD WASTE COLLECTION	\$ 1,189.53
KATHLYN LONG	REIMBURSEMENT	\$ 482.40
KELLY D RICE	PARTS & LABOR	\$ 2,620.00
KENDRA SCHOLT'EN	REIMBURSEMENT	\$ 38.86
KIRK IRWIN	REIMBURSEMENT	\$ 167.51
KNAPP	SITE MAINTENANCE	\$ 850.50
KNAPP	MANAGEMENT FEE	\$ 1,608.99
LARRY'S WINDOW SERVICE, INC.	BUILDING SERVICES	\$ 480.00
LESSING-FLYNN ADVERTISING CO.	ADVERTISING	\$ 77,989.57
LINK HYDRAULIC, INC	PARTS	\$ 3,026.48
LUBE-TECH & PARTNERS, LLC	EQUIPMENT FUEL	\$ 15,531.42
MCCLOUD & CO, INC	PEST CONTROL	\$ 634.74
MCMMASTER-CARR SUPPLY CO.	LEACHATE MAINTENANCE/COLLECTIO	\$ 686.96
MENARDS-ALTOONA	SUPPLIES	\$ 1,965.77
MENARDS-GRIMES	SUPPLIES	\$ 1,075.33
MHC KENWORTH - DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 535.96
MIDAMERICAN ENERGY	UTILITIES	\$ 22,115.97
MIDLAND POWER COOPERATIVE	UTILITIES	\$ 517.68
MIDWEST WHEEL COMPANIES	PARTS	\$ 3,026.12
MIKE BREEN	SMALL EQUIPMENT EXPENSE	\$ 1,100.00
MMC CONTRACTORS IOWA, INC.	BLDG REPAIRS/SITE MAINTENANCE	\$ 776.41
MOTOR PARTS WAREHOUSE, INC	PARTS/SMALL TOOLS/SUPPLIES	\$ 223.20
NATIONAL MINERALS CORPORATION	FLY ASH	\$ 194,018.48
NATIONWIDE OFFICE CLEANERS LLC	JANITORIAL SERVICES	\$ 1,353.04
NMC INDUSTRIAL SERVICES, LLC	PARTS/LABOR/PREVENTIVE MAINT	\$ 68.16
NORWALK, CITY OF	PUBLIC INFORMATION/PROMOTION	\$ 1,140.00
ODORGON	PARTS	\$ 33,305.88
ONE SOURCE	BACKGROUND CHECKS	\$ 362.70
O'REILLY AUTO PARTS	PARTS/SMALL TOOLS/SUPPLIES	\$ 6,504.15
PAYLOCITY	PROCESSING FEE	\$ 2,618.87
POLK COUNTY PUBLIC WORKS	SITE PERMITS	\$ 6.42
PRAXAIR DISTRIBUTION INC.	WELDING SUPPLIES	\$ 368.05
QED ENVIRONMENTAL SYSTEMS, INC	LEACHATE MAINTENANCE/COLLECTIO	\$ 11,737.90
QPS EMPLOYMENT GROUP, INC	STAFFING	\$ 38,427.10
QUADIENT FINANCE USA, INC.	MAILING EXPENSES	\$ 3,000.00
QUICK OIL CO.	EQUIPMENT FUEL	\$ 134,513.94
RED WING SHOE STORE	HEALTH/SAFETY	\$ 600.00
REHRIG PACIFIC COMPANY	CURBSIDE CART EXPENSE/REPAIR	\$ 40,889.36
RELIANCE STANDARD LIFE	INSURANCE PREMIUM	\$ 11,118.16
RESULTS GROUP LLC	CONSULTING/PROF SERVICE/DUES	\$ 5,100.00
ROAD MACHINERY & SUPPLIES, CO.	PARTS/PREVENTIVE MAINTENANCE	\$ 1,482.43
ROYAL PALM MARKETING	PUBLIC INFORMATION/PROMOTION	\$ 350.00
RSM US LLP	CONSULTING/PROF SERVICE/DUES	\$ 5,556.49
RSM US PRODUCT SALES LLC	COMPUTER SUPPLIES/MAINT/FEES	\$ 3,674.80
RUETER'S	PARTS/PREVENTIVE MAINTENANCE	\$ 1,043.30
S&S EMPLOYMENT PARTNERS	TEMPORARY LABOR	\$ 1,628.10
SCOTT'S AUTO GLASS LLC	PARTS/LABOR	\$ 365.00
SCS ENGINEERS, PC	ENGINEERING SERVICES	\$ 1,001.25
SECURITY EQUIPMENT INC	BUILDING REPAIRS	\$ 803.48
SINK PAPER & PACKAGING	YARD BAG STORAGE/DISTRIBUTION	\$ 5,716.53
SILOUX CITY TARP, INC	PARTS	\$ 865.76
SMART CLEAN LLC	JANITORIAL SERVICES	\$ 2,560.00
SOCIAL SECURITY ADMINISTRATION	EMPLOYER'S SHARE OF FICA	\$ 71,627.91
SOUTHEAST POLK COMM SCHOOL-HOST	HOST FEES	\$ 5,646.66
SPINUTECH	WEBSITE/SOCIAL MEDIA	\$ 1,232.50
STOREY-KENWORTHY CO.	OFFICE SUPPLIES	\$ 1,375.90
SUMMIT FIRE PROTECTION CO	FIRE EXTINGUISHER	\$ 868.00
TD HARMS & COMPANY, INC DBA ADVOCACY STRATEGIES, LLC	LOBBYIST FEES	\$ 10,000.00
TESTAMERICA LABORATORIES, INC	ENVIRONMENTAL MONITORING	\$ 6,440.80
THE BERNARD FIRM PLC	LEGAL EXPENSE	\$ 787.50
TIFCO INDUSTRIES	PARTS/SMALL TOOLS/SUPPLIES	\$ 3,228.99
TITAN MACHINERY	PARTS	\$ 5,672.61
TOMPKINS INDUSTRIES, INC.	PARTS	\$ 281.57
TREASURER STATE OF IOWA	SALES TAX	\$ 16,510.85
TROOP 22 - BOYS	CAN REDEMPTION	\$ 877.00
TROOP 223 - GIRLS	CAN REDEMPTION	\$ 172.00
TRUCK EQUIPMENT, INC.	PARTS	\$ 137.73
TRUENORTH COMPANIES	DUES/SUBSCRIPTION/FEE	\$ 2,500.00
TRUGREEN & ACTION PEST CONTROL	REFUND	\$ 140.30
LULINE	OFFICE SUPPLIES	\$ 4,984.40
UNIFIED CONTRACTING SERVICES INC	THIRD PARTY PARTS/LABOR	\$ 359.08

METRO WASTE AUTHORITY  
BILLS PAID IN MAY 2024

VALLEY ENVIRONMENTAL SERVICES	CONTRACT DISPOSAL	\$ 120.00
VAN WALL EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 3,823.07
VANTAGEPOINT TRANSFER AGENTS	EMPLOYER'S SHARE DEFERRED COMPENSATION	\$ 14,607.21
VERIZON WIRELESS	COMPUTER SUPPLIES/MAINTENANCE	\$ 1,019.63
VERMEER SALES & SERVICE INC.	PARTS	\$ 514.00
WASTE CONNECTIONS OF IOWA	CONTRACT MANAGEMENT REVENUE	\$ 9,839.67
WASTE CONNECTIONS, INC.	WASTE COLLECTION/TIRE PROCESSI	\$ 202,701.05
WASTE MANAGEMENT OF IOWA	CURBSIDE/DROP OFF/WASTE COLL	\$ 39,149.14
WASTE SOLUTIONS OF IOWA	BUILDING SERVICES	\$ 1,043.00
WD DOOR	BUILDING REPAIRS	\$ 576.50
WEST BANK	CREDIT CARD PAYMENT FOR MISC OFFICE AND TRAVEL EXPENSES	\$ 18,049.66
WEST BANK	SERVICE FEES	\$ 4.00
WEX	FUEL	\$ 2,638.24
ZIEGLER, INC.	PART/LABOR/PREV MAINT/SUBSCRIP	\$ 20,373.18
GRAND TOTAL		\$ 2,180,928.43

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 19, 2024  
CONSENT AGENDA ITEM 8**

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**ITEM:**

Approval of Electric Vehicle Purchase at Central Office

**SUMMARY:**

The 2024 Tesla will replace the 2022 Chevy Pickup and will be located at Central Office. The Chevy Pickup will be relocated to the Hazardous Waste Facility in Bondurant. Tesla is the recommended vendor. A copy of the vehicle quote is included in the packet.

**STAFF RECOMMENDATION:**

Staff recommends approval of Electric Vehicle purchase from Tesla.

**ATTACHMENTS:**

- Tesla Quote

**BUDGET REQUIREMENTS:**

The vehicle purchase is budgeted in FY23/24. The purchase price of the Tesla is not to exceed \$50,000. Funds are available in the Capital Equipment Fund.

**CONTACT:**

Michael McCoy, executive director, 515.323.6523



< Edit Design

### Your Model Y

Model Y Long Range Dual Motor All-Wheel Drive

Stealth Grey Paint

19" Gemini Dark Wheels

All Black Premium Interior

Five Seat Interior

Autopilot

[30-Day Premium Connectivity Trial](#)

[30-Day Full Self-Driving Capability Trial](#)

Show Details

Cash	Lease	Finance
Vehicle Price		\$47,990
Destination fee		\$1,390
Order Fee		\$250
<hr/>		
<b>Your Model Y</b>		<b>\$49,630</b>
After Federal Tax Credit*		\$42,130

\*See Eligibility Requirements for \$7,500 Federal Tax Credit applied to purchase price.

**Due Today** **\$250**  
Non-refundable Order Fee

Order with Card



**Metro Waste Authority Board  
Monthly Board Meeting  
June 19, 2024  
AGENDA ITEM 12**

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**ITEM:**

Confirmation of Insurance Policy Update for Metro Recycling Facility

**SUMMARY:**

The renewal of our insurance program (property, casualty, general liability, work comp, etc.) occurs every June 15. In general, our insurance renewal with carriers (primarily with ICAP) reflected an increase of 12%, based on the combination of insured values increasing and insurance carrier rate increases.

The insurance renewal on Metro Recycling Facility was exceedingly difficult. The facility sustained a fire loss last fall, which was reserved by the carrier at \$4 mil at the time of occurrence. The carrier, West Bend, notified the agency in January that it would not renew the policy at the end of the term. Substantial effort was undertaken since then to find alternative carriers, including ICAP, who previously declined coverage.

Almost all the carriers declined to offer coverage. This is certainly due to market hesitation with insuring recycling facilities due to risk of fire, and our own loss experience that validates that risk. Two carriers offered to insure, ICAP and another carrier. Of the two, ICAP was more favorable. However, ICAP had a limit of \$5 mil loss (vs. \$29 mil), deductible of \$250k (vs. \$10k), and a premium of \$400k (vs. \$94k). While the effort began in January, commitments from these insurers came in at the very late moments prior to renewal.

**DISCUSSION POINTS:**

While not ideal, the ICAP proposal represents the best option available to us. With additional outlays anticipated for fire prevention systems, this may help the effort to renew the policy next time around. We'll likely need to close the existing claim in order to replace West Bend's loss reserve of \$4 mil with the real cost of the claim (\$2 mil plus) in order to get more competitive quotes once the carriers understand the true amount of the loss. If we are able to find a more competitive policy during the insurance year, we can cancel the policy and pay a prorated portion of the premium (minimum ninety days). Our compliance covenants with Polk County, which funded the facility, require us to insure the property at the lesser of the full insurable value or the face of the notes (about \$20 mil). At this point in time, the insurable value is \$5 mil, based on the renewal efforts. We intend to take steps to close the existing claim, install the fire prevention equipment, etc., in order to lower future insurance costs and increase our ability to insure the facility at a higher level. Our primary goal is to operate the facility on an efficient basis and ensure the investment made by the agency delivers the long-term value and purpose envisioned.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**CONTACT:**

Kirk Irwin, chief financial officer, 515.323.6506

**Metro Waste Authority Board  
Monthly Board Meeting  
June 19, 2024  
AGENDA ITEM 13**

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**ITEM:**

Approval of Hazardous Waste Disposal Contract Award

**SUMMARY:**

In April 2024, Metro Waste Authority (MWA) released a Request for Proposal (RFP) for the Removal and Disposal of Hazardous Waste and Management of Recyclables. A total of seven responses were received and evaluated.

**DISCUSSION POINTS:**

The following vendors submitted bids:

<u>Name</u>	<u>Address</u>	<u>Material Bid</u>
Clean Harbors	Norwell, MA	Entire Disposal Package
Tradebe	Merrillville, IN	Entire Disposal Package
Veolia	Boston, MA	Entire Disposal Package
Heritage	Indianapolis, IN	Partial Disposal Package
A-TEC Recycling Inc.	Des Moines, IA	Universal Waste/CRTs
GKAT	Des Moines, IA	Universal Waste/CRTs
Dynamic's	Onalaska, WI	Universal Waste/CRTs

Staff used a scoring system that included the following criteria:

Response Presentation  
Permitting  
Financial Audits  
Management Method  
Violations  
Insurance  
Project Schedule  
Transportation Cost and other fees  
Estimated Annual Disposal/Recycling Cost

Clean Harbors Environmental Services received the highest score for the Hazardous Waste Disposal and was also lowest bid. MWA has contracted with Clean Harbors for the hazardous waste disposal since 1994. Through multiple RFP processes, Clean Harbors continues to be an awardee due to pricing and service execution. Continuing to utilize their facilities will minimize distribution of waste to different disposal facilities around the country, thereby minimizing potential exposure to liabilities.

A-TEC Recycling received the highest score for the Universal Waste and CRT portion of the contract. They were also low bid in these categories. MWA has contracted with A-TEC for multiple years. They are a local Iowa based company.

**STAFF RECOMMENDATION:**

Staff recommends awarding contracts to Clean Harbors Environmental Services, Inc. and A-TEC Recycling, Inc. for the Removal and Disposal of Hazardous Waste and for Management of Recyclables.



**BUDGET REQUIREMENTS:**

The new contracts will guarantee the proposed pricing for three years. A CPI increase will take affect at the beginning of the fourth year. The proposed pricing is within the FY24/25 budget.

**ATTACHMENTS:**

- Clean Harbors Contract Agreement
- A -TEC Contract Agreement

**CONTACT:**

Dan Haag, recycling administrator, 515.333.4430

**AGREEMENT FOR  
REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AND  
MANAGEMENT OF RECYCLABLES**  
(Clean Harbors Environmental Services, Inc.)



**Metro Waste Authority**  
*No Wasted Resources*

Issued by

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY,  
D/B/A METRO WASTE AUTHORITY  
300 E. Locust, Suite 100  
Des Moines, IA 50309  
515-244-0021

July 1, 2024

**THIS AGREEMENT FOR REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AND MANAGEMENT OF RECYCLABLES** is made and entered into on the 1st day of July, 2024, by and between Clean Harbors Environmental Services, Inc., whose address is 42 Longwater Drive, Norwell, MA 02061, and **Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority** (“MWA”), an intergovernmental agency formed pursuant to Iowa Code Chapter 28E, with its principal office at 300 East Locust Street, Suite 100, Des Moines, Iowa 50309.

**WITNESSETH:**

WHEREAS, in connection with the operation of the Metro Hazardous Waste Drop-Off (“MHWD”) in Bondurant, Iowa, MWA requires services for: (a) technical assistance, transportation and disposal of household hazardous waste (“HHW”) and waste generated by Very Small Quantity Generators (“VSQGs”) as described in 40 CFR 261.5 (“VSQG Waste”, together with HHW, collectively, the “Waste”); (b) recycling and (c) all labor and supplies necessary to produce such technical assistance, transportation, disposal and recycling (collectively, the “Work”);

WHEREAS, CONTRACTOR represents that it possesses the necessary skilled staff, qualifications, proper licensing, and disposal capability to adequately perform the Work in a manner acceptable to and in the best interest of MWA, and

WHEREAS, CONTRACTOR covenants with MWA to furnish its expertise and resources and to cooperate with MWA in accomplishing the execution of the Work in a manner as safe, environmentally-sound and cost-effective as possible.

NOW, THEREFORE, in consideration of these premises, and of their mutual obligations hereinafter set forth, MWA and CONTRACTOR, intending to be legally bound, covenant and agree as follows:

**ARTICLE I. TERM AND TERMINATION**

- A. **Term.** The initial term of this Contract shall begin on July 1, 2024 and end on June 30, 2027. MWA shall have the option, in its sole discretion, to extend the term of this Contract for up to two (2) successive one (1) year terms. MWA shall exercise its option by written notice to CONTRACTOR at least thirty (30) days prior to expiration of the initial term or the first renewal term, as the case maybe. During any such successive one (1) year terms, all the provisions of this Contract shall remain in full force and effect unless the parties shall agree otherwise in writing.
- B. **No Obligation to Extend.** MWA’s right to extend the initial term, as set forth in Paragraph A above, is not intended, and shall not be construed, to obligate MWA to extend the initial term of this Contract.
- C. **Automatic Termination.** This Contract shall terminate automatically as of the date that CONTRACTOR makes a general assignment for the benefit of its creditors, or that proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of CONTRACTOR, or for its adjudication as

bankrupt, or for the appointment of a receiver of the property of CONTRACTOR. Upon any termination under this Paragraph, this Contract shall not be or become an asset of CONTRACTOR in the hands of any trustee or receiver.

- D. **Termination for Cause.** MWA shall have the right to terminate this Contract at any time for cause. Cause shall be defined as (i) any breach by CONTRACTOR of any provision of this Contract, (ii) the insolvency of CONTRACTOR, (iii) an individual or aggregate transfer of interest in or ownership of CONTRACTOR at any time or over time greater than forty-five percent (45%) or (iv) failure of CONTRACTOR to notify MWA of any change in ownership of CONTRACTOR or transfer of any equity interest in CONTRACTOR within ten (10) days of such change.
- E. **Notice of Termination.** MWA shall exercise its right to terminate by giving written notice to CONTRACTOR of its intent to terminate the CONTRACT and stating therein the reason or reasons for such termination. CONTRACTOR shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice. If CONTRACTOR shall fail, within such ten (10) days, to remedy such cause, this Contract shall terminate. CONTRACTOR shall have the right to terminate this Contract upon sixty (60) days prior notice following the first twelve (12) months of the Contract.
- F. **Obligations After Termination.** Upon the termination of this Contract under the provisions of this Article or otherwise, MWA shall have no further obligations to CONTRACTOR, provided, however, that termination shall not abrogate, impair, release or extinguish any debt, obligation or liability of CONTRACTOR to the MWA hereunder which may have accrued prior to such termination, including, but not limited to, any such debt, obligation or liability which was the cause of termination or arose out of such cause. MWA shall have the right to withhold any amounts then due or to become due to CONTRACTOR hereunder for application against any such debt, obligation, or liability.
- G. **Right to Records.** In the event of any termination of this Contract, MWA shall have the right to forthwith take possession of copies of all records prepared by or used by CONTRACTOR in the performance of this Contract through the date of termination.

## **ARTICLE II. PAYMENT TERMS**

- A. **Schedule of Fees.** For all Work provided by CONTRACTOR pursuant to the terms of this Contract, MWA shall pay CONTRACTOR in accordance with the schedule of fees set forth in Exhibit I. The fees set forth in Exhibit I shall not be adjusted during the term of this Contract.
- B. **Payment.** CONTRACTOR shall submit to MWA an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, rates charges and the amount due. CONTRACTOR shall include manifest, bill of lading or equivalent document with each invoice to MWA. Invoices will not be paid by MWA until proper manifest, bill of lading or equivalent documentation has been submitted. MWA shall pay invoices submitted by contractor within 30 days of receipt, unless the charges are objected to by MWA. In such

instance, MWA shall give written notice to CONTRACTOR within 30 days and set forth the reason or reasons for refusal to pay any or all such charges.

- C. **No Fuel Surcharge.** CONTRACTOR shall not include any fuel surcharge fees in any of its transportation or disposal charges to MWA. Under no circumstances will MWA pay fuel surcharge fees.

### **ARTICLE III. CONTRACTOR RESPONSIBILITIES**

A. **Contractor Responsibilities.**

1. CONTRACTOR shall secure at its own expense all personnel required to perform the Work under this Agreement, and skillfully supervise and direct the Work and shall be solely responsible for all, methods, techniques, sequences, procedures and for coordinating all portions of the Work so assigned under this Contract.
2. CONTRACTOR shall perform the Work so as to cause the minimum of inconvenience to and interruption of MWA's operations. CONTRACTOR's failure to give MWA timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with CONTRACTOR.
3. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR 's employees and shall not employ on the work site any unprofessional, untrained, unqualified employee as defined by the Occupational Health and Safety Administration ("OSHA") and any other applicable regulatory authority or MWA.
4. CONTRACTOR shall be responsible for the acts and omissions of all CONTRACTOR's employees and all subcontractors, employees, and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with CONTRACTOR.
5. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of services under this Agreement.

- B. **Contractor Designation.** CONTRACTOR shall designate in writing one individual as a primary contact for all matters relating to this Contract and shall update such designation as necessary.

### **ARTICLE IV. SCOPE OF WORK**

- A. **Scope of Work.** The Work, including all general and special terms and conditions, shall be as set forth in this Article IV and as generally described in this Contract (hereinafter the "Work.")

1. Supplies. If directed by MWA, CONTRACTOR shall provide all supplies required to properly pack and store the Waste. Such items shall include, among other things, manifest forms, labels, absorbent packing materials, lab and bulk drums. The unit price at which CONTRACTOR shall be reimbursed for such supplies shall be as set forth on Exhibit I.
2. Waste Pickup and Delivery.
  - a. *Pickup*. CONTRACTOR shall schedule pickups and transportation of the Waste (i) every week and (ii) on an “on-call” basis. Pickups shall be scheduled no later than 48 hours after notification to CONTRACTOR by MWA unless other arrangements are made at the time of notification.
  - b. *Drop-Off Facilities*. CONTRACTOR shall deliver HHW picked up at the MHWD only to those facilities that have been pre-approved by MWA, as more specifically set forth on Exhibit II.
  - c. *Proof of Final Disposal*. CONTRACTOR shall provide proof of final recycling, treatment, or disposal of all manifested Waste within 30 days of manifest date. Such proof shall be in the form of an acceptable terminated manifest, bill of lading, Certificate of Destruction, or documentation that is equivalent to and signed by the final disposal facility.
3. Facilities.
  - a. *Right to Remove Facilities*. MWA shall have the right to remove any hazardous waste recycling facilities or fully permitted hazardous waste treatment, storage and disposal facilities (“TSDFs”) from the list of pre-approved facilities on Exhibit II. Categories of waste that were designated to go to a facility that has been removed from Exhibit II may be sent to another facility only with the prior written consent of MWA.
  - b. *Approval of New Facilities*. If MWA elects to have Waste disposed of at a facility not currently on Exhibit II, CONTRACTOR shall audit such facility, using the CONTRACTOR’S standard facility auditing procedure, within a reasonable period of time. If the facility meets CONTRACTOR’S standards, the facility shall be added to the list of approved facilities. CONTRACTOR shall provide MWA with a detailed audit report and a detailed cost summary of such audit. MWA shall reimburse CONTRACTOR for such costs only if the audit was performed at the request of MWA.
  - c. *Notification of New Facility*. CONTRACTOR shall notify MWA in writing at least 30 days prior to shipping any Waste to a facility not included on Exhibit II. Within 30 days after receipt of such notification, MWA shall notify CONTRACTOR in writing if it objects to such facility, and, if MWA fails to give such notification within such time, such facility shall be added to the approved facilities list.



a mutually acceptable price schedule for services provided pursuant to this Paragraph, for services that are not otherwise covered by this Contract.

7. No Land Disposal. CONTRACTOR shall not land dispose any of Waste unless previously approved by MWA. CONTRACTOR shall not, under any circumstances, dispose of any Waste in underground liquid injection facilities. All PCB-contaminated waste shall be incinerated.
8. VSQG, Small Quantity Generators, Large Quantity Generators. CONTRACTOR shall not directly accept any waste from VSQGs, Small Quantity Generators (“SQGs”) or Large Quantity Generators (“LQGs”) manifested using MWA’s EPA identification number unless the waste has been sorted and labeled by MWA. MWA will not accept any hazardous waste from SQGs or LQGs and will be pre-qualifying all VSQGs. MWA will also track each individual VSQG. Waste shall not be accepted if at any time the VSQG stores more than 1000 kg or disposes of more than 100 kg of waste on an average in a month’s time.
9. Technical Assistance. CONTRACTOR shall provide MWA with technical assistance on an as-needed basis with regard to the Work, including, but not limited to, telephone consultations or on-site visits. Site visits shall be required only when deemed necessary by MWA.

- B. **Changes in Scope of Work.** If CONTRACTOR requests a modification in the Work as described in this Article and Contract, MWA reserves the right to accept or decline such modification and shall make such acceptance only by separate amendment.

#### **ARTICLE V. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- A. **Insurance Requirements.** CONTRACTOR, and all subcontractors used by CONTRACTOR in providing the Work pursuant to the terms of this Contract, shall obtain and maintain at their sole expense, liability insurance for all trucks and motor vehicles used in the performance of the Work in the following amounts: (1) \$1,000,000 for injury to any one person and \$3,000,000 for any one occurrence; (2) \$3,000,000 for property damage; and (3) Environmental Impairment Liability for sudden accidental occurrences of \$3,000,000 per incident and \$5,000,000 aggregate as applicable, with a MCS-90 endorsement for hazardous waste materials transport of \$5,000,000. Certificates of Insurance shall be provided to MWA by CONTRACTOR for CONTRACTOR and any subcontractors CONTRACTOR may utilize. Provision of such certificates shall be a condition precedent to MWA’s obligations hereunder and shall be a condition precedent to CONTRACTOR’s commencement of the Work hereunder. The terms of this provision shall apply to CONTRACTOR, and all subcontractors used by CONTRACTOR, throughout the term of this Contract.

MWA shall be named as additional insured in such policies. Coverage may not be terminated or changed by CONTRACTOR except upon 30 days’ written notice to MWA. The policy shall fully provide insurance to cover all operating exposures and any other liability related to operating and maintaining any collection, transfer and disposal service. The policy shall not contain any exclusions that will restrict coverage on any operations



performed by CONTRACTOR or any subcontractors and shall be in a standard form policy provided for by a carrier approved by the State of Iowa. MWA's approval of the insurance coverages provided for herein is not intended to and shall not in any way relieve, decrease or limit the liability of CONTRACTOR. It is expressly understood that MWA does not in any way represent that the above-specified insurance limits are sufficient or adequate to protect the interest or potential liabilities of CONTRACTOR.

- B. **Worker's Compensation and Indemnification.** Worker's Compensation Insurance shall be obtained and maintained by CONTRACTOR, at its sole expense, for the term of this Contract, which coverage shall apply to all persons employed by CONTRACTOR in connection with the performance of this Contract. Coverage shall meet the requirements of the laws of the State of Iowa relating to Worker's Compensation Insurance. CONTRACTOR agrees to and shall hold MWA free and harmless, and indemnify MWA, from all liability for any claim that may arise by reason of injuries to any employee of CONTRACTOR or its agents who may be injured while performing work or labor in connection with CONTRACTOR's provision of the Work pursuant to this Contract, except to the extent caused by MWA. CONTRACTOR shall provide MWA with Certificates of Worker's Compensation Insurance including employer's liability. Provision of such evidence of coverage shall be a condition precedent to MWA's obligations hereunder and shall be a condition precedent to CONTRACTOR's commencement of the Work hereunder.
- C. **Other Insurance.** CONTRACTOR shall assume all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Contract but which CONTRACTOR, in its sole discretion, deems necessary to protect its own interests.
- D. **Indemnification.** CONTRACTOR shall hold harmless and indemnify MWA and each individual member municipality from and against all damages (including all costs of defense and reasonable attorney fees) and claims of damages to person or property to the extent caused by any negligent or wrongful act or omission of CONTRACTOR or its agents, employees or subcontractors while engaged in the performance of any aspect of this Contract. CONTRACTOR shall hold harmless and indemnify MWA, and the individual member municipalities of MWA, against all claims, liens, fines, suits and the costs and expenses of such (including defense costs, settlement, and attorney's fees) arising out of CONTRACTOR's failure to pay any suppliers, employees or subcontractors, or arising out of any failure by CONTRACTOR to meet any of its obligations to others. Neither party shall be liable to the other for the indirect, incidental, consequential, or special damages, including but not limited to loss of use and lost profits. Notwithstanding any term or condition of the Agreement to the contrary and, to the greatest extent allowed by law, MWA agrees that Contractor's aggregate liability to MWA and any third party for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind of character, arising out of or in any way related to this contract, the contract Services or project site, shall be limited to the specific insurance limits required to be carried hereunder.
- E. **Permitted TSDF Insurance.** CONTRACTOR agrees that all final disposal facilities identified as permitted TSDFs shall have, Environmental Impairment Liability Insurance

in the amount of \$3,000,000 per occurrence, \$5,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants and contaminants that could harm the land, atmosphere or water. All approved TSDFs shall maintain said coverage for the term of this Contract. CONTRACTOR shall provide evidence of such coverage to MWA.

## **ARTICLE VI. COMPLIANCE WITH LAWS; SAFETY**

### **A. Contractor Compliance and Responsibility.**

1. Applicable Laws. CONTRACTOR shall perform all Work in accordance with all applicable federal, state and local laws, rules, regulations, and orders, including, but not limited to, the Resource Conservation and Recovery Act (“RCRA”); regulations, rules and orders of the EPA, the U.S. Department of Transportation, Iowa’s Department of Natural Resources; and state and federal Occupational Health and Safety Authorities.
2. Liability. CONTRACTOR shall be solely responsible for any fines, penalties, or any other liability or consequence whatsoever resulting from its failure to abide by, or its violation of, any such laws, statutes, ordinances, rules or regulations and shall indemnify MWA from any such charges or liability.

### **B. Notice of Incident.** CONTRACTOR, and all subcontractors who will transport hazardous materials, shall give notice after any incident that occurs during transportation, loading, unloading and temporary storage. This notice shall be given verbally within 24 hours of the discovery of the incident. Written notice shall be given within two (2) weeks of the incident. Any incident involving a spill by the carrier shall require the completion and in duplicate of Department of Transportation Form 5800.1 with a copy sent to MWA within two (2) weeks. For the purposes of this paragraph, “incident” means any leakage, spill, discharge or release of any nature whatsoever of any hazardous materials manifested by MWA.

### **C. Safety.**

1. CONTRACTOR shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of CONTRACTOR or any of the subcontractors or sub-subcontractors; and (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

3. CONTRACTOR, its employees and subcontractors shall comply with MWA's safety procedures while on MWA's premises.
4. CONTRACTOR agrees to take all necessary precautions to protect the public against injury and warrants that it will carry out all its obligations under this Contract in a safe, environmentally sound, and lawful manner maintaining compliance with all applicable federal, state, and local laws, rules and regulations.

#### **ARTICLE VII. PERFORMANCE GUARANTEE**

- A. **Performance Bond.** CONTRACTOR shall procure, furnish to MWA, and maintain during the term of this Contract, at CONTRACTOR's sole cost and expense, an approved performance bond (the "Performance Bond") for the faithful performance of this Contract and for the payment of all persons performing labor and/or furnishing the Work under this Contract. The Performance Bond shall be in the amount of \$150,000.00, with the condition that CONTRACTOR shall comply in all respects with all terms, conditions and agreements of this Contract.
- B. **Termination of Performance Bond.** This Contract shall be subject to termination by MWA if at any time the Performance Bond shall be canceled or the surety thereon relieved from liability for any reason.
- C. **Requirements of Performance Bond.** The required Performance Bond shall be issued by a surety company licensed to do business in the State of Iowa in favor of MWA and shall secure the faithful performance by CONTRACTOR of all the terms of this Contract and the payment of all persons performing labor and/or furnishing the Work under this Contract. The form of the Performance Bond shall be subject to prior approval by MWA and MWA's attorney.
- D. **Performance Bond – Arbitration Requirement.** The Performance Bond shall contain the following terms:

“In the event (a) that arbitration proceedings are commenced under Article IX of the Agreement for Removal and Disposal of Hazardous Waste and Management of Recyclables, dated July 1, 2024, between the Obligor/Contractor and the Obligees/Owner relating to alleged default by Obligor in performance of any of its obligations secured by this bond, (b) that an arbitrator's decision is issued determining that Obligor is in default in performance of any of its obligations secured by this bond, and (c) that Obligor fails to cure its default as determined by the arbitrator within seven (7) days after the issuance of the arbitrator's written decision, then Obligees shall be entitled to serve on the Surety a written Notice of Default and Demand for Payment, specifying the nature of the default and the amount demanded to cure such default, up to the full amount secured by this bond. Notwithstanding any language contained herein to the contrary, and within five (5) days of receipt of said Notice of Default and Demand for Payment, the Surety shall make full payment to Obligees in the amount demanded up to the full amount secured by this bond, without question and without reservation. Any failure to

tender immediate payment shall constitute a willful violation of the bond by the Surety. In the event that the payment is not made within five (5) days of receipt of Notice of Default and Demand, the Surety and Obligor shall be jointly and severally responsible for all Obligees' costs and expenses, including but not limited to attorney fees and arbitration fees, resulting from or associated with any collection activities and any litigation or arbitration related to this bond, the obligations of the Obligees secured by this bond, or against the Obligees or the Surety."

E. **Power of Attorney.** Attorneys-in-fact who sign the Performance Bond shall file a dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the Performance Bond.

F. **Substitutes for Performance Bond.**

1. **Letter of Credit.** In its sole discretion, MWA may allow a letter of credit from an acceptable financial institution to be furnished by CONTRACTOR as a substitute for the Performance Bond, provided that the letter of credit contains substantially the same terms as required herein for a bond. The form of the letter of credit shall be subject to approval by MWA and MWA's attorney.
2. **Cash Deposit.** In lieu of the Performance Bond or letter of credit, CONTRACTOR has the option of delivering a cash deposit to MWA in the amount of \$150,000.00 which will be held by MWA throughout the term of this Contract and which will provide security for the faithful performance of this Contract and for the payment of all persons performing labor and/or furnishing the Work under this Contract. CONTRACTOR shall not be entitled to receive any interest from MWA on account of said cash deposit.
3. **Guaranty Agreement.** In lieu of the Performance Bond, letter of credit or cash deposit, MWA, in its sole discretion, may accept a guaranty agreement from a guarantor acceptable to MWA. A guarantor shall be acceptable to MWA only if such guarantor is financially qualified (as determined solely by MWA) and if such guarantor assumes and guarantees all of CONTRACTOR'S obligations hereunder without reservation, up to the amount of \$150,000.00, throughout the term of this Contract. The form of the guaranty agreement shall be subject to approval by MWA and MWA's attorney.

#### **ARTICLE VIII. INSPECTION OF OPERATIONS AND/OR RECORDS**

A. **Right to Inspect.** MWA shall have the right to inspect any equipment used by CONTRACTOR in providing the Work pursuant to this Contract and, likewise, the right to inspect and make and keep copies of all books and records maintained by CONTRACTOR which relate to the Work provided by CONTRACTOR hereunder, at any reasonable time. Such inspections shall be conducted in a manner that will be least disruptive to CONTRACTOR's business. CONTRACTOR shall cooperate fully with MWA during any inspection.

#### **ARTICLE IX. ARBITRATION**

- A. **Binding Arbitration.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Contract, or the breach hereof or the subject matter hereof, which cannot be resolved informally shall be finally settled by binding arbitration.
- B. **Initiation of Arbitration.** Each party to this Contract may initiate arbitration by serving a written notice upon the adverse party or parties stating as simply as possible the point of difference between the parties and stating an intent to initiate arbitration proceedings if the dispute is not resolved by agreement of the parties. If the dispute is not resolved by agreement of the parties within seven (7) days after service of the notice, the initiating party may serve upon the adverse party or parties a written notice initiating arbitration procedures.
- C. **Procedure.** Within ten (10) days after service of notice initiating arbitration procedures the parties have not agreed on an arbitrator, the parties shall meet and select an arbitrator from a list of seven (7) arbitrators on an arbitration list obtained from the American Arbitration Association. The arbitration hearing shall be held within thirty (30) days after the selection of the arbitrator. The hearing shall be conducted informally. All disputes regarding jurisdiction or procedures in the arbitration shall be submitted to and decided by the arbitrator. The arbitrator shall issue a written decision within fifteen (15) days after the arbitration hearing. The arbitrator's decision shall be binding upon the parties and shall form the basis for future guidance of all parties on the issues so resolved. The costs of the arbitration hearing shall be shared equally between the parties, including the costs of the transcript of the proceedings. Each party shall pay for its own attorney fees and witness costs. The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon such decision in any court of competent jurisdiction. The decision of the arbitrator shall not be subject to modification or appeal, except as provided in Iowa Code Section 679A.12.
- D. **Subcontracts.** The complete text of Paragraphs A, B and C above shall be included by CONTRACTOR in all of its contracts with subcontractors performing the Work under this Contract. It is intended and understood that CONTRACTOR shall contractually bind all of its subcontractors to resolve through arbitration any and all disputes arising under any subcontract for the Work under this Contract.

## **ARTICLE X. MISCELLANEOUS**

- A. **Contract Documents.** The Contract documents which compromise the entire agreement between MWA and CONTRACTOR consist of the following (the "Contract Documents"):
1. This Contract;
  2. Exhibits to this Contract;
  3. Performance Bond;
  4. Request for Proposal for Removal and Disposal of Hazardous Waste and for Management of Recyclables;
  5. CONTRACTOR'S Bid; and
  6. Documentation submitted by CONTRACTOR prior to Notice Of Award

If there shall be any conflict between the provisions of this Contract and any of the provisions of any of the other Contract Documents, the provisions of this Contract shall control. The order of precedence of the Contract Documents shall be in descending order from (1) to (6) above. Contract Documents shall further include any properly executed amendments.

- B. **Amendments.** This Contract and the other Contract Documents contain the entire agreement of the parties, and no amendment or modification of this Contract shall be effective unless in writing and signed by the parties hereto.
- C. **No Right Exclusive.** No right or remedy conferred upon MWA under the terms of this Contract, including, but not limited to, the right to termination or the right to resort to the Performance Bond or other surety, shall be exclusive of any other right conferred upon MWA under the terms of this Contract or by law or equity. All rights and remedies conferred upon MWA under the terms of this Contract 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 to any other breach by CONTRACTOR.
- D. **Illegal Provisions.** If any provisions of this Contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- E. **Relationship of Parties.** Nothing in this Contract is intended, nor should it be interpreted or construed, as in any way established a partnership between the parties hereto or as constituting CONTRACTOR as the agent, representative or employee of MWA, the member municipalities of MWA or Polk County, or vice versa, for any purpose whatsoever. CONTRACTOR is, and shall remain during the term of this Contract, an independent contractor with respect to the performance of its obligations hereunder and in its relationship to MWA.
- F. **No Waiver.** No failure, forbearance, neglect or delay by either party to enforce this Contract or any provision of this Contract or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Contract, or any provision thereof, in the future.
- G. **No Guarantee.** Nothing in this Contract is intended and shall not in any event be interpreted or construed, as any promise, guaranty, warranty or representation of delivery to CONTRACTOR of any particular quantity or category of HHW or of the generation of any particular amount of revenue. CONTRACTOR enters into this Contract in sole reliance on its own skill, knowledge, judgment and investigation concerning all matters which a reasonable and prudent businessperson would investigate before entering into an agreement such as this.
- H. **Headings.** Headings in this Contract are for the sake of convenience and organization and shall not be accorded substantive meaning in the construction and interpretation of this Contract.

- I. **Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of Iowa.
- J. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party on the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to CONTRACTOR:

Attn: Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061  
Attn: General Counsel (Urgent Contract Matter)

If to MWA:

Kyle Fischer, Facility Manager  
Metro Waste Authority  
Regional Collection Center  
1105 Prairie Drive  
Bondurant, IA 50035

- K. **Nondiscrimination.** CONTRACTOR agrees that, during the term of this Contract, CONTRACTOR shall not, within the State of Iowa or elsewhere, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, and shall include a similar provision in all subcontracts entered into in connection with the performance of CONTRACTOR's obligations hereunder.
- L. **Assignment.** CONTRACTOR shall not assign this Contract or any part of it to any other party without the express written consent of MWA. CONTRACTOR shall not pledge, hypothecate or otherwise create any interest, whether for security or otherwise, in any other party to the payments due to CONTRACTOR under the terms of this Contract.
- M. **Severability.** All parts and provisions of this Contract are severable. If any part or provision shall be held invalid, the remainder of this Contract shall remain in effect.
- N. **Non-exclusivity.** This Contract does not confer upon CONTRACTOR the right to be the exclusive provider to MWA of the type of services covered by this Contract. MWA shall be free to enter into separate agreements with other contractors for the provision of the type of work and services covered by this Contract.
- O. **Attorney Fees.** The prevailing party in any litigation or arbitration arising out of this Contract, or its breach, shall be entitled to recover its reasonable attorney fees.

P. **Survival.** The following sections of this Contract shall survive termination of this Contract, without regard to the reason for termination:

1. All obligations of CONTRACTOR to furnish to MWA reports and other documents under Article IV.
2. CONTRACTOR'S obligations to indemnify and hold MWA harmless under Article V.
3. CONTRACTOR'S obligations under Article VI.
4. The arbitration provisions of Article IX.
5. The provisions of Article X, paragraphs D, F, I and M.



IN WITNESS WHEREOF, the parties have executed this Contract the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY,  
D/B/A METRO WASTE AUTHORITY:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

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**Exhibit I**

Price Listing

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**Exhibit II**

List of Approved Disposal Facilities

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**AGREEMENT FOR  
REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AND  
MANAGEMENT OF RECYCLABLES  
(A-tec Recycling, Inc.)**



**Metro Waste Authority**  
*No Wasted Resources*

Issued by

DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY,  
D/B/A METRO WASTE AUTHORITY  
300 E. Locust, Suite 100  
Des Moines, IA 50309  
515-244-0021

July 1, 2024

**THIS AGREEMENT FOR REMOVAL AND DISPOSAL OF HAZARDOUS WASTE AND MANAGEMENT OF RECYCLABLES** (this “Contract”) is made and entered into on the 1st day of July, 2024, by and between A-tec Recycling, Inc., whose address is 5745 NE 17<sup>th</sup> St., Des Moines, IA 50317 , and **Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority** (“MWA”), an intergovernmental agency formed pursuant to Iowa Code Chapter 28E, with its principal office at 300 East Locust Street, Suite 100, Des Moines, Iowa 50309.

**WITNESSETH:**

WHEREAS, in connection with the operation of the Metro Hazardous Waste Drop-Off (“MHWD”) in Bondurant, Iowa, MWA requires services for: (a) technical assistance, transportation and disposal of household hazardous waste (“HHW”) and waste generated by Very Small Quantity Generators (“VSQGs”) as described in 40 CFR 261.5 (“VSQG Waste”, together with HHW, collectively, the “Waste”); (b) recycling and (c) all labor and supplies necessary to produce such technical assistance, transportation, disposal and recycling (collectively, the “Work”);

WHEREAS, CONTRACTOR represents that it possesses the necessary skilled staff, qualifications, proper licensing, and disposal capability to adequately perform the Work in a manner acceptable to and in the best interest of MWA, and

WHEREAS, CONTRACTOR covenants with MWA to furnish its expertise and resources and to cooperate with MWA in accomplishing the execution of the Work in a manner as safe, environmentally-sound and cost-effective as possible.

NOW, THEREFORE, in consideration of these premises, and of their mutual obligations hereinafter set forth, MWA and CONTRACTOR, intending to be legally bound, covenant and agree as follows:

**ARTICLE I. TERM AND TERMINATION**

- A. **Term.** The initial term of this Contract shall begin on July 1, 2024, and end on June 30, 2027. MWA shall have the option, in its sole discretion, to extend the term of this Contract for up to two (2) successive one (1) year terms. MWA shall exercise its option by written notice to CONTRACTOR at least thirty (30) days prior to expiration of the initial term or the first renewal term, as the case maybe. During any such successive one (1) year terms, all the provisions of this Contract shall remain in full force and effect unless the parties shall agree otherwise in writing.
- B. **No Obligation to Extend.** MWA’s right to extend the initial term, as set forth in Paragraph A above, is not intended, and shall not be construed, to obligate MWA to extend the initial term of this Contract.
- C. **Automatic Termination.** This Contract shall terminate automatically as of the date that CONTRACTOR makes a general assignment for the benefit of its creditors, or that proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of CONTRACTOR, or for its adjudication as

bankrupt, or for the appointment of a receiver of the property of CONTRACTOR. Upon any termination under this Paragraph, this Contract shall not be or become an asset of CONTRACTOR in the hands of any trustee or receiver.

- D. **Termination for Cause.** MWA shall have the right to terminate this Contract at any time for cause. Cause shall be defined as (i) any breach by CONTRACTOR of any provision of this Contract, (ii) the insolvency of CONTRACTOR, (iii) an individual or aggregate transfer of interest in or ownership of CONTRACTOR at any time or over time greater than forty-five percent (45%) or (iv) failure of CONTRACTOR to notify MWA of any change in ownership of CONTRACTOR or transfer of any equity interest in CONTRACTOR within ten (10) days of such change.
- E. **Notice of Termination.** MWA shall exercise its right to terminate by giving written notice to CONTRACTOR of its intent to terminate the CONTRACT and stating therein the reason or reasons for such termination. CONTRACTOR shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice. If CONTRACTOR shall fail, within such ten (10) days, to remedy such cause, this Contract shall terminate.
- F. **Obligations After Termination.** Upon the termination of this Contract under the provisions of this Article or otherwise, MWA shall have no further obligations to CONTRACTOR, provided, however, that termination shall not abrogate, impair, release or extinguish any debt, obligation or liability of CONTRACTOR to the MWA hereunder which may have accrued prior to such termination, including, but not limited to, any such debt, obligation or liability which was the cause of termination or arose out of such cause. MWA shall have the right to withhold any amounts then due or to become due to CONTRACTOR hereunder for application against any such debt, obligation, or liability.
- G. **Right to Records.** In the event of any termination of this Contract, MWA shall have the right to forthwith take possession of copies of all records prepared by or used by CONTRACTOR in the performance of this Contract through the date of termination.

## **ARTICLE II. PAYMENT TERMS**

- A. **Schedule of Fees.** For all Work provided by CONTRACTOR pursuant to the terms of this Contract, MWA shall pay CONTRACTOR in accordance with the schedule of fees set forth in Exhibit I. The fees set forth in Exhibit I shall not be adjusted during the term of this Contract.
- B. **Payment.** CONTRACTOR shall submit to MWA an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, rates charges and the amount due. CONTRACTOR shall include manifest, bill of lading or equivalent document with each invoice to MWA. Invoices will not be paid by MWA until proper manifest, bill of lading or equivalent documentation has been submitted. MWA shall pay invoices submitted by contractor within 30 days of receipt, unless the charges are objected to by MWA. In such

instance, MWA shall give written notice to CONTRACTOR within 30 days and set forth the reason or reasons for refusal to pay any or all such charges.

- C. **No Fuel Surcharge.** CONTRACTOR shall not include any fuel surcharge fees in any of its transportation or disposal charges to MWA. Under no circumstances will MWA pay fuel surcharge fees.

### **ARTICLE III. CONTRACTOR RESPONSIBILITIES**

A. **Contractor Responsibilities.**

1. CONTRACTOR shall secure at its own expense all personnel required to perform the Work under this Agreement, and skillfully supervise and direct the Work and shall be solely responsible for all, methods, techniques, sequences, procedures and for coordinating all portions of the Work so assigned under this Contract.
2. CONTRACTOR shall perform the Work so as to cause the minimum of inconvenience to and interruption of MWA's operations. CONTRACTOR's failure to give MWA timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with CONTRACTOR.
3. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR 's employees and shall not employ on the work site any unprofessional, untrained, unqualified employee as defined by the Occupational Health and Safety Administration ("OSHA") and any other applicable regulatory authority or MWA.
4. CONTRACTOR shall be responsible for the acts and omissions of all CONTRACTOR's employees and all subcontractors, employees, and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with CONTRACTOR.
5. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of services under this Agreement.

- B. **Contractor Designation.** CONTRACTOR shall designate in writing one individual as a primary contact for all matters relating to this Contract and shall update such designation as necessary.

### **ARTICLE IV. SCOPE OF WORK**

- A. **Scope of Work.** The Work, including all general and special terms and conditions, shall be as set forth in this Article IV and as generally described in this Contract (hereinafter the "Work.")

1. Supplies. If directed by MWA, CONTRACTOR shall provide all supplies required to properly pack and store the Waste. Such items shall include, among other things, manifest forms, labels, absorbent packing materials, lab and bulk drums. The unit price at which CONTRACTOR shall be reimbursed for such supplies shall be as set forth on Exhibit I.
2. Waste Pickup and Delivery.
  - a. *Pickup*. CONTRACTOR shall schedule pickups and transportation of the Waste (i) every two weeks and (ii) on an “on-call” basis. Pickups shall be scheduled no later than 48 hours after notification to CONTRACTOR by MWA unless other arrangements are made at the time of notification.
  - b. *Drop-Off Facilities*. CONTRACTOR shall deliver HHW picked up at the MHWD only to those facilities that have been pre-approved by MWA, as more specifically set forth on Exhibit II.
  - c. *Proof of Final Disposal*. CONTRACTOR shall provide proof of final recycling, treatment, or disposal of all manifested Waste within 30 days of manifest date. Such proof shall be in the form of an acceptable terminated manifest, bill of lading, Certificate of Destruction, or documentation that is equivalent to and signed by the final disposal facility.
3. Facilities.
  - a. *Right to Remove Facilities*. MWA shall have the right to remove any hazardous waste recycling facilities or fully permitted hazardous waste treatment, storage and disposal facilities (“TSDFs”) from the list of pre-approved facilities on Exhibit II. Categories of waste that were designated to go to a facility that has been removed from Exhibit II may be sent to another facility only with the prior written consent of MWA.
  - b. *Approval of New Facilities*. If MWA elects to have Waste disposed of at a facility not currently on Exhibit II, CONTRACTOR shall audit such facility, using the CONTRACTOR’S standard facility auditing procedure, within a reasonable period of time. If the facility meets CONTRACTOR’S standards, the facility shall be added to the list of approved facilities. CONTRACTOR shall provide MWA with a detailed audit report and a detailed cost summary of such audit. MWA shall reimburse CONTRACTOR for such costs only if the audit was performed at the request of MWA.
  - c. *Notification of New Facility*. CONTRACTOR shall notify MWA in writing at least 30 days prior to shipping any Waste to a facility not included on Exhibit II. Within 30 days after receipt of such notification, MWA shall notify CONTRACTOR in writing if it objects to such facility, and, if MWA fails to give such notification within such time, such facility shall be added to the approved facilities list.





a mutually acceptable price schedule for services provided pursuant to this Paragraph, for services that are not otherwise covered by this Contract.

7. No Land Disposal. CONTRACTOR shall not land dispose any of Waste unless previously approved by MWA. CONTRACTOR shall not, under any circumstances, dispose of any Waste in underground liquid injection facilities. All PCB-contaminated waste shall be incinerated.
8. VSQG, Small Quantity Generators, Large Quantity Generators. CONTRACTOR shall not directly accept any waste from VSQGs, Small Quantity Generators (“SQGs”) or Large Quantity Generators (“LQGs”) manifested using MWA’s EPA identification number unless the waste has been sorted and labeled by MWA. MWA will not accept any hazardous waste from SQGs or LQGs and will be pre-qualifying all VSQGs. MWA will also track each individual VSQG. Waste shall not be accepted if at any time the VSQG stores more than 1000 kg or disposes of more than 100 kg of waste on an average in a month’s time.
9. Technical Assistance. CONTRACTOR shall provide MWA with technical assistance on an as-needed basis with regard to the Work, including, but not limited to, telephone consultations or on-site visits. Site visits shall be required only when deemed necessary by MWA.

- B. **Changes in Scope of Work.** If CONTRACTOR requests a modification in the Work as described in this Article and Contract, MWA reserves the right to accept or decline such modification and shall make such acceptance only by separate amendment.

#### **ARTICLE V. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- A. **Insurance Requirements.** CONTRACTOR, and all subcontractors used by CONTRACTOR in providing the Work pursuant to the terms of this Contract, shall obtain and maintain at their sole expense, liability insurance for all trucks and motor vehicles used in the performance of the Work in at least the following amounts: (1) \$1,000,000 for injury to any one person and \$3,000,000 for any one occurrence; (2) \$3,000,000 for property damage; and (3) Environmental Impairment Liability for sudden accidental occurrences of \$3,000,000 per incident and \$5,000,000 aggregate as applicable, with a MCS-90 endorsement for hazardous waste materials transport of \$5,000,000. Certificates of Insurance shall be provided to MWA by CONTRACTOR for CONTRACTOR and any subcontractors CONTRACTOR may utilize. Provision of such certificates shall be a condition precedent to MWA’s obligations hereunder and shall be a condition precedent to CONTRACTOR’s commencement of the Work hereunder. The terms of this provision shall apply to CONTRACTOR, and all subcontractors used by CONTRACTOR, throughout the term of this Contract.

MWA shall be named as additional insured in such policies. Coverage may not be terminated or changed by CONTRACTOR except upon 30 days’ written notice to MWA. The policy shall fully provide insurance to cover all operating exposures and any other liability related to operating and maintaining any collection, transfer and disposal service. The policy shall not contain any exclusions that will restrict coverage on any operations

performed by CONTRACTOR or any subcontractors, and shall be in a standard form policy provided for by a carrier approved by the State of Iowa. MWA's approval of the minimum insurance coverages provided for herein is not intended to and shall not in any way relieve, decrease or limit the liability of CONTRACTOR. It is expressly understood that MWA does not in any way represent that the above-specified minimum insurance limits are sufficient or adequate to protect the interest or potential liabilities of CONTRACTOR.

- B. **Worker's Compensation and Indemnification.** Worker's Compensation Insurance shall be obtained and maintained by CONTRACTOR, at its sole expense, for the term of this Contract, which coverage shall apply to all persons employed by CONTRACTOR in connection with the performance of this Contract. Coverage shall meet the requirements of the laws of the State of Iowa relating to Worker's Compensation Insurance. CONTRACTOR agrees to and shall hold MWA free and harmless, and indemnify MWA, from all liability for any claim that may arise by reason of injuries to any employee of CONTRACTOR or its agents who may be injured while performing work or labor in connection with CONTRACTOR's provision of the Work pursuant to this Contract, except to the extent caused by MWA. CONTRACTOR shall provide MWA with Certificates of Worker's Compensation Insurance including employer's liability. Provision of such evidence of coverage shall be a condition precedent to MWA's obligations hereunder and shall be a condition precedent to CONTRACTOR's commencement of the Work hereunder.
- C. **Other Insurance.** CONTRACTOR shall assume all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Contract but which CONTRACTOR, in its sole discretion, deems necessary to protect its own interests.
- D. **Indemnification.** CONTRACTOR shall hold harmless and indemnify MWA and each individual member municipality from and against all damages (including all costs of defense and reasonable attorney fees) and claims of damages to person or property to the extent caused by any negligent or wrongful act or omission of CONTRACTOR or its agents, employees or subcontractors while engaged in the performance of any aspect of this Contract. CONTRACTOR shall hold harmless and indemnify MWA, and the individual member municipalities of MWA, against all claims, liens, fines, suits and the costs and expenses of such (including defense costs, settlement, and attorney's fees) arising out of CONTRACTOR's failure to pay any suppliers, employees or subcontractors, or arising out of any failure by CONTRACTOR to meet any of its obligations to others.
- E. **Permitted TSDf Insurance.** CONTRACTOR agrees that all final disposal facilities identified as permitted TSDFs shall have, at a minimum, Environmental Impairment Liability Insurance in the amount of \$3,000,000 per occurrence, \$5,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants and contaminants that could harm the land, atmosphere or water. All approved TSDFs shall maintain said coverage for the term of this Contract. CONTRACTOR shall provide evidence of such coverage to MWA.

## **ARTICLE VI. COMPLIANCE WITH LAWS; SAFETY**

### **A. Contractor Compliance and Responsibility.**

1. Applicable Laws. CONTRACTOR shall perform all Work in accordance with all applicable federal, state and local laws, rules, regulations, and orders, including, but not limited to, the Resource Conservation and Recovery Act (“RCRA”); regulations, rules and orders of the EPA, the U.S. Department of Transportation, Iowa’s Department of Natural Resources; and state and federal Occupational Health and Safety Authorities.
2. Liability. CONTRACTOR shall be solely responsible for any fines, penalties, or any other liability or consequence whatsoever resulting from its failure to abide by, or its violation of, any such laws, statutes, ordinances, rules or regulations and shall indemnify MWA from any such charges or liability.

### **B. Notice of Incident.** CONTRACTOR, and all subcontractors who will transport hazardous materials, shall give notice after any incident that occurs during transportation, loading, unloading and temporary storage. This notice shall be given verbally within 24 hours of the discovery of the incident. Written notice shall be given within two (2) weeks of the incident. Any incident involving a spill by the carrier shall require the completion and in duplicate of Department of Transportation Form 5800.1 with a copy sent to MWA within two (2) weeks. For the purposes of this paragraph, “incident” means any leakage, spill, discharge or release of any nature whatsoever of any hazardous materials manifested by MWA.

### **C. Safety.**

1. CONTRACTOR shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of CONTRACTOR or any of the subcontractors or sub-subcontractors; and (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.
3. CONTRACTOR, its employees and subcontractors shall comply with MWA's safety procedures while on MWA's premises.
4. CONTRACTOR agrees to take all necessary precautions to protect the public against injury and warrants that it will carry out all its obligations under this Contract in a safe, environmentally sound, and lawful manner maintaining compliance with all applicable federal, state, and local laws, rules and regulations.

## **ARTICLE VII. PERFORMANCE GUARANTEE**

- A. **Performance Bond.** CONTRACTOR shall procure, furnish to MWA, and maintain during the term of this Contract, at CONTRACTOR's sole cost and expense, an approved performance bond (the "Performance Bond") for the faithful performance of this Contract and for the payment of all persons performing labor and/or furnishing the Work under this Contract. The Performance Bond shall be in the amount of \$40,000.00, with the condition that CONTRACTOR shall comply in all respects with all terms, conditions and agreements of this Contract.
- B. **Termination of Performance Bond.** This Contract shall be subject to termination by MWA if at any time the Performance Bond shall be canceled or the surety thereon relieved from liability for any reason.
- C. **Requirements of Performance Bond.** The required Performance Bond shall be issued by a surety company licensed to do business in the State of Iowa in favor of MWA and shall secure the faithful performance by CONTRACTOR of all the terms of this Contract and the payment of all persons performing labor and/or furnishing the Work under this Contract. The form of the Performance Bond shall be subject to prior approval by MWA and MWA's attorney.
- D. **Performance Bond – Arbitration Requirement.** The Performance Bond shall contain the following terms:

“In the event (a) that arbitration proceedings are commenced under Article IX of the Agreement for Removal and Disposal of Hazardous Waste and Management of Recyclables, dated July 1, 2024, between the Obligor/Contractor and the Obligees/Owner relating to alleged default by Obligor in performance of any of its obligations secured by this bond, (b) that an arbitrator's decision is issued determining that Obligor is in default in performance of any of its obligations secured by this bond, and (c) that Obligor fails to cure its default as determined by the arbitrator within seven (7) days after the issuance of the arbitrator's written decision, then Obligees shall be entitled to serve on the Surety a written Notice of Default and Demand for Payment, specifying the nature of the default and the amount demanded to cure such default, up to the full amount secured by this bond. Notwithstanding any language contained herein to the contrary, and within five (5) days of receipt of said Notice of Default and Demand for Payment, the Surety shall make full payment to Obligees in the amount demanded up to the full amount secured by this bond, without question and without reservation. Any failure to tender immediate payment shall constitute a willful violation of the bond by the Surety. In the event that the payment is not made within five (5) days of receipt of Notice of Default and Demand, the Surety and Obligor shall be jointly and severally responsible for all Obligees's costs and expenses, including but not limited to attorney fees and arbitration fees, resulting from or associated with any collection activities and any litigation or arbitration related to this bond, the obligations of the Obligees secured by this bond, or against the Obligees or the Surety.”

- E. **Power of Attorney.** Attorneys-in-fact who sign the Performance Bond shall file a dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the Performance Bond.
- F. **Substitutes for Performance Bond.**
1. **Letter of Credit.** In its sole discretion, MWA may allow a letter of credit from an acceptable financial institution to be furnished by CONTRACTOR as a substitute for the Performance Bond, provided that the letter of credit contains substantially the same terms as required herein for a bond. The form of the letter of credit shall be subject to approval by MWA and MWA's attorney.
  2. **Cash Deposit.** In lieu of the Performance Bond or letter of credit, CONTRACTOR has the option of delivering a cash deposit to MWA in the amount of \$40,000.00 which will be held by MWA throughout the term of this Contract and which will provide security for the faithful performance of this Contract and for the payment of all persons performing labor and/or furnishing the Work under this Contract. CONTRACTOR shall not be entitled to receive any interest from MWA on account of said cash deposit.
  3. **Guaranty Agreement.** In lieu of the Performance Bond, letter of credit or cash deposit, MWA, in its sole discretion, may accept a guaranty agreement from a guarantor acceptable to MWA. A guarantor shall be acceptable to MWA only if such guarantor is financially qualified (as determined solely by MWA) and if such guarantor assumes and guarantees all of CONTRACTOR'S obligations hereunder without reservation, up to the amount of \$40,000.00, throughout the term of this Contract. The form of the guaranty agreement shall be subject to approval by MWA and MWA's attorney.

#### **ARTICLE VIII. INSPECTION OF OPERATIONS AND/OR RECORDS**

- A. **Right to Inspect.** MWA shall have the right to inspect any equipment used by CONTRACTOR in providing the Work pursuant to this Contract and, likewise, the right to inspect and make and keep copies of all books and records maintained by CONTRACTOR which relate to the Work provided by CONTRACTOR hereunder, at any reasonable time. Such inspections shall be conducted in a manner that will be least disruptive to CONTRACTOR's business. CONTRACTOR shall cooperate fully with MWA during any inspection.

#### **ARTICLE IX. ARBITRATION**

- A. **Binding Arbitration.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Contract, or the breach hereof or the subject matter hereof, which cannot be resolved informally shall be finally settled by binding arbitration.
- B. **Initiation of Arbitration.** Each party to this Contract may initiate arbitration by serving a written notice upon the adverse party or parties stating as simply as possible the point of difference between the parties and stating an intent to initiate arbitration proceedings if the dispute is not resolved by agreement of the parties. If the dispute is not resolved by

agreement of the parties within seven (7) days after service of the notice, the initiating party may serve upon the adverse party or parties a written notice initiating arbitration procedures.

- C. **Procedure.** Within ten (10) days after service of notice initiating arbitration procedures the parties have not agreed on an arbitrator, the parties shall meet and select an arbitrator from a list of seven (7) arbitrators on an arbitration list obtained from the American Arbitration Association. The arbitration hearing shall be held within thirty (30) days after the selection of the arbitrator. The hearing shall be conducted informally. All disputes regarding jurisdiction or procedures in the arbitration shall be submitted to and decided by the arbitrator. The arbitrator shall issue a written decision within fifteen (15) days after the arbitration hearing. The arbitrator's decision shall be binding upon the parties and shall form the basis for future guidance of all parties on the issues so resolved. The costs of the arbitration hearing shall be shared equally between the parties, including the costs of the transcript of the proceedings. Each party shall pay for its own attorney fees and witness costs. The decision of the arbitrator shall be final and binding on all parties, and judgment may be entered upon such decision in any court of competent jurisdiction. The decision of the arbitrator shall not be subject to modification or appeal, except as provided in Iowa Code Section 679A.12.
- D. **Subcontracts.** The complete text of Paragraphs A, B and C above shall be included by CONTRACTOR in all of its contracts with subcontractors performing the Work under this Contract. It is intended and understood that CONTRACTOR shall contractually bind all of its subcontractors to resolve through arbitration any and all disputes arising under any subcontract for the Work under this Contract.

## **ARTICLE X. MISCELLANEOUS**

- A. **Contract Documents.** The Contract documents which compromise the entire agreement between MWA and CONTRACTOR consist of the following (the "Contract Documents"):
1. This Contract;
  2. Exhibits to this Contract;
  3. Performance Bond;
  4. Request for Proposal for Removal and Disposal of Hazardous Waste and for Management of Recyclables;
  5. CONTRACTOR'S Bid; and
  6. Documentation submitted by CONTRACTOR prior to Notice Of Award

If there shall be any conflict between the provisions of this Contract and any of the provisions of any of the other Contract Documents, the provisions of this Contract shall control. The order of precedence of the Contract Documents shall be in descending order from (1) to (6) above. Contract Documents shall further include any properly executed amendments.

- B. **Amendments.** This Contract and the other Contract Documents contain the entire agreement of the parties, and no amendment or modification of this Contract shall be effective unless in writing and signed by the parties hereto.
- C. **No Right Exclusive.** No right or remedy conferred upon MWA under the terms of this Contract, including, but not limited to, the right to termination or the right to resort to the Performance Bond or other surety, shall be exclusive of any other right conferred upon MWA under the terms of this Contract or by law or equity. All rights and remedies conferred upon MWA under the terms of this Contract 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 to any other breach by CONTRACTOR.
- D. **Illegal Provisions.** If any provisions of this Contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- E. **Relationship of Parties.** Nothing in this Contract is intended, nor should it be interpreted or construed, as in any way established a partnership between the parties hereto or as constituting CONTRACTOR as the agent, representative or employee of MWA, the member municipalities of MWA or Polk County, or vice versa, for any purpose whatsoever. CONTRACTOR is, and shall remain during the term of this Contract, an independent contractor with respect to the performance of its obligations hereunder and in its relationship to MWA.
- F. **No Waiver.** No failure, forbearance, neglect or delay by either party to enforce this Contract or any provision of this Contract or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Contract, or any provision thereof, in the future.
- G. **No Guarantee.** Nothing in this Contract is intended, and shall not in any event be interpreted or construed, as any promise, guaranty, warranty or representation of delivery to CONTRACTOR of any particular quantity or category of HHW or of the generation of any particular amount of revenue. CONTRACTOR enters into this Contract in sole reliance on its own skill, knowledge, judgment and investigation concerning all matters which a reasonable and prudent business person would investigate before entering into an agreement such as this.
- H. **Headings.** Headings in this Contract are for the sake of convenience and organization and shall not be accorded substantive meaning in the construction and interpretation of this Contract.
- I. **Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of Iowa.
- J. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party on the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:



If to CONTRACTOR:           A-tec Recycling Inc.  
5745 NE 17<sup>th</sup> St.  
Des Moines, IA 50317  
Attn: Larry Young

If to MWA:                     Kyle Fischer, Facility Manager  
Metro Waste Authority  
Regional Collection Center  
1105 Prairie Drive  
Bondurant, IA 50035

- K. **Nondiscrimination.** CONTRACTOR agrees that, during the term of this Contract, CONTRACTOR shall not, within the State of Iowa or elsewhere, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, and shall include a similar provision in all subcontracts entered into in connection with the performance of CONTRACTOR's obligations hereunder.
- L. **Assignment.** CONTRACTOR shall not assign this Contract or any part of it to any other party without the express written consent of MWA. CONTRACTOR shall not pledge, hypothecate or otherwise create any interest, whether for security or otherwise, in any other party to the payments due to CONTRACTOR under the terms of this Contract.
- M. **Severability.** All parts and provisions of this Contract are severable. If any part or provision shall be held invalid, the remainder of this Contract shall remain in effect.
- N. **Non-exclusivity.** This Contract does not confer upon CONTRACTOR the right to be the exclusive provider to MWA of the type of services covered by this Contract. MWA shall be free to enter into separate agreements with other contractors for the provision of the type of work and services covered by this Contract.
- O. **Attorney Fees.** The prevailing party in any litigation or arbitration arising out of this Contract, or its breach, shall be entitled to recover its reasonable attorney fees.
- P. **Survival.** The following sections of this Contract shall survive termination of this Contract, without regard to the reason for termination:
  - 1. All obligations of CONTRACTOR to furnish to MWA reports and other documents under Article IV.
  - 2. CONTRACTOR'S obligations to indemnify and hold MWA harmless under Article V.
  - 3. CONTRACTOR'S obligations under Article VI.

4. The arbitration provisions of Article IX.
5. The provisions of Article X, paragraphs D, F, I and M.

IN WITNESS WHEREOF, the parties have executed this Contract the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DES MOINES METROPOLITAN AREA SOLID WASTE AGENCY,  
D/B/A METRO WASTE AUTHORITY:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

By: Larry Young  
Print: Larry Young  
Title: President

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**Exhibit I**

Price Listing

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**Exhibit II**

List of Approved Disposal Facilities

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**Metro Waste Authority Board  
Monthly Board Meeting  
June 19, 2024  
Agenda Item 14**

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**ITEM:**

Approval of Boone County Road Agreement for Metro Park West

**SUMMARY:**

Metro Waste Authority plans to construct a new scale house at Metro Park West Landfill with access from 335<sup>th</sup> Street in Section 31, Township 82N, Range 28W. In anticipation of the new entrance, Boone County has requested a Road Use Agreement. The relocation of the entrance coincides with the next cell development and is necessary to improve customer traffic flow and access.

**DISCUSSION POINTS:**

Metro Waste Authority is committed to being a good neighbor and already employs many of the practices outlined in the Road Use Agreement. The new entrance to Metro Park West (MPW) is located approximately 300 yards from the existing entrance, so traffic patterns are not expected to change significantly. However, because the new entrance is in Boone County instead of Greene, use is subject to Boone County regulations.

The Road Use Agreement stipulates dust control, bi-weekly metal debris mitigation, and an annual reimbursement to Boone County for 200 tons of gravel per mile. The gravel is an unbudgeted expense that will add to the budgeted operating loss at MPW. Staff will continue to evaluate cost-saving and revenue generating opportunities to offset losses.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Road Use Agreement with Boone County, IA.

**BUDGET REQUIREMENTS:**

The annual cost for 200 tons of gravel per mile, for the additional 3.5 miles of road we will be required to reimburse the County for, is \$23,100 based on our internal estimate.

**ATTACHMENTS:**

- Road Use Agreement
- Agreement Map, Exhibit A

**CONTACT:**

Andrew Phillips, environmental operations manager, 515.250.5411

## **METRO WASTE AUTHORITY ROAD USE AGREEMENT**

**THIS METRO WASTE AUTHORITY ROAD USE AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of April, 2024 by and between **Metro Waste Authority** (“MWA”), with its principal place of business at 300 E Locust St #100, Des Moines, IA 50309 and **Boone County, Iowa** (“County”), hereinafter said parties may be jointly referred to as the “Parties” and individually as a “Party”.

### **RECITALS**

- A. WHEREAS, MWA desires to construct a new scale house with access from 335<sup>th</sup> St in Section 31, Township 82N, Range 28W,
- B. WHEREAS, this new development will further impact traffic demands on Boone County Secondary Roads,
- C. WHEREAS, affected roads have been identified and attached hereto as Exhibit A,
- D. WHEREAS, the purpose of this Agreement is to ensure the minimization of damage and fugitive on the affected roads.

### **AGREEMENT**

#### **1. Obligations of MWA**

- 1.1. Fugitive Dust.** MWA shall provide first and second calcium chloride dust control applications, per the Boone County Dust Control Policy, in the dimensions of 20’ x 400’ at the following locations:

- 14 335<sup>th</sup> St.
- 45 335<sup>th</sup> St. (both houses)
- 163 335<sup>th</sup> St.
- 49 325<sup>th</sup> St.
- 39 325<sup>th</sup> St.
- 36 325<sup>th</sup> St.
- 2393 B Ave
- 2383 C Ave

- 1.2 Metal Debris.** MWA shall run a magnet over the affected roads on a minimum bi-weekly basis or as needed, to remove metal debris that can be detrimental to tires of road users.

1.3 Roadway Wear. MWA shall reimburse the County for the addition of 200 tons/mile of granular rock to be placed annually on affected roads for the additional wearing of the granular surface due to heavy truck traffic impacts.

**2. Obligations of County**

2.1. Granular Surfacing. County shall spread 200 tons/mile of granular rock on affected roads and submit a reimbursement invoice to MWA.

2.2. Maintenance. County shall carry out normal maintenance activities associated with granular surfaced roadways and secondary road right-of-ways.

**3. Termination**

3.1. This Agreement may be reviewed, adjusted or terminated by either party upon the settlement of any unpaid costs and upon the implementation of a new Agreement. If a new Agreement is not implemented, this Agreement shall continue for the succeeding year.

**4. Entire Agreement**

4.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between MWA and the County with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements with respect to the subject matter hereof whether written or oral.

[Signature page follows]



**IN TESTIMONY WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**METRO WASTE AUTHORITY**

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

Title: \_\_\_\_\_

Print: \_\_\_\_\_

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

**COUNTY OF BOONE**

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

Chairperson

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

**ATTEST**

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

County Auditor

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

**RECOMMENDED FOR**

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

County Engineer

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

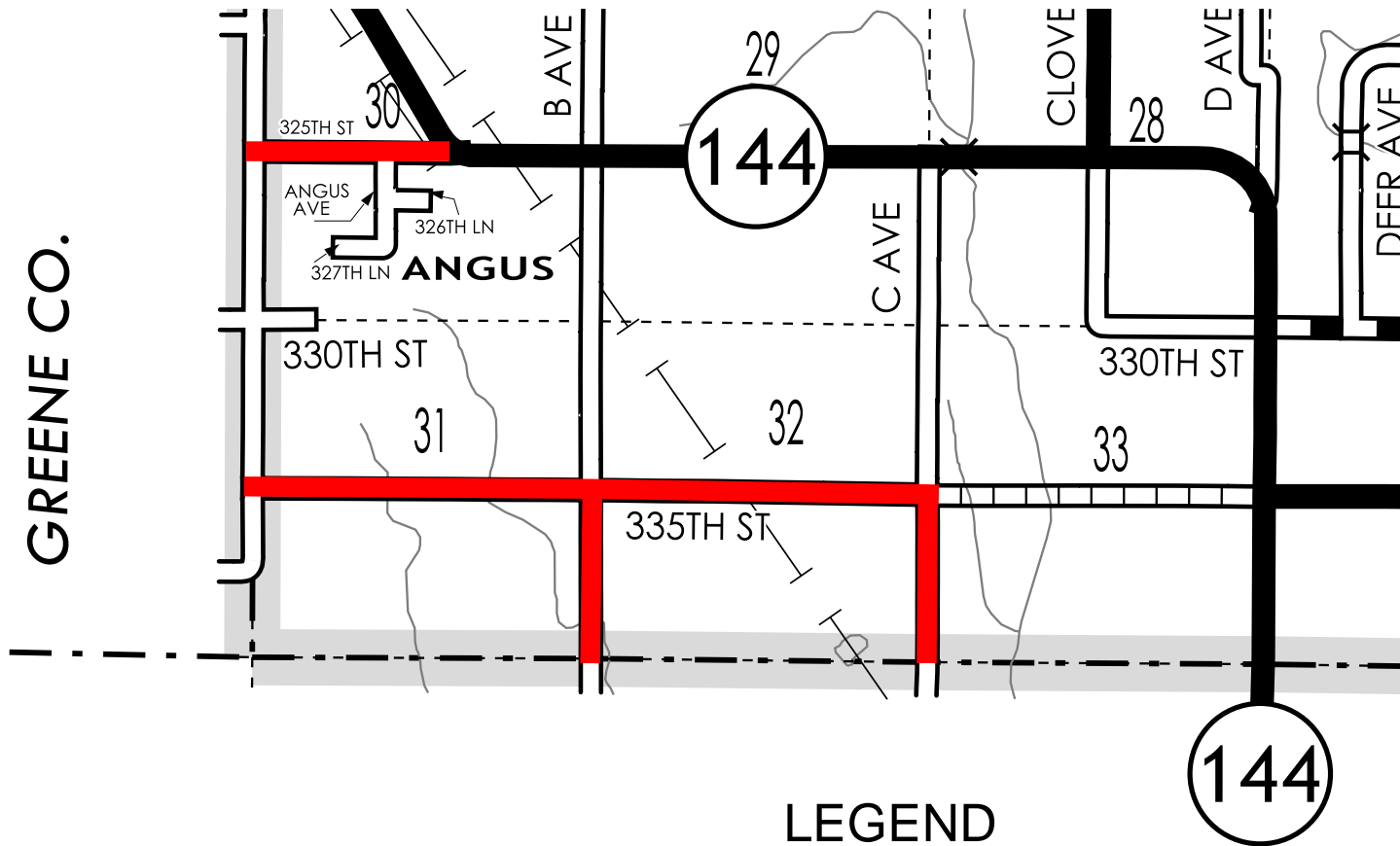
**APPROVAL AS TO FORM AND EXECUTION**

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

County Attorney

# Exhibit A

## AFFECTED ROADS



DALLAS CO.

### LEGEND

-  AFFECTED ROADS
-  PAVED ROADS
-  GRAVEL ROADS

**Metro Waste Authority Board  
Monthly Board Meeting  
June 19, 2024  
AGENDA ITEM 15**

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**ITEM:**

Approval of Early Fire Detection Systems at Metro Recycling Facility.

**SUMMARY:**

The threat of fire remains a primary safety and operational concern at Metro Recycling Facility. Early detection systems improve employee and community safety, protect facility assets, and ensure operational continuity.

**DISCUSSION POINTS:**

Staff is recommending two systems, one for the tip floor and one for the sorting floor and commodity bale storage area. The Fire Rover system is recommended for the tip floor. It protects a facility by providing 24/7 heat detection and immediate intervention via suppression. Live personnel monitor the system 24/7 and activate the suppression system to extinguish incipient stage fires before they have the opportunity to flare.

The MoviTHERM system is recommended for the sorting floor and commodity bale storage area. The thermal imaging and alert system continuously monitors predesignated areas for temperature increase. Once a temperature threshold is reached, notifications are disseminated via call, text, and email to facility personnel for timely investigation and intervention.

**STAFF RECOMMENDATION:**

Staff recommends purchase of both early fire detection systems; Fire Rover for the tip floor and MoviTHERM for the sorting floor and commodity bale storage area.

**BUDGET REQUIREMENTS:**

Costs associated with the Fire Rover equipment and installation total \$163,500 with monthly monitoring costs of \$3,250. Costs associated with the MoviTHERM equipment and installation total \$27,990. Annual costs after the first-year total \$6,000 for camera licensing and cloud services. Total project costs for both systems and monitoring for year one total \$230,490.

Funds are available in the FY23/24 Capital Expenditures budget. All monthly monitoring and annual licensing costs for subsequent years will be budgeted in the respective fiscal year.

**ATTACHMENTS:**

- Fire Rover Preliminary Design Quotation
- MoviTHERM Preliminary Design Quotation

**CONTACT:**

Dan Haag, recycling administrator, 515.333.4430



# FireRover

DETECT | EXTINGUISH | PROTECT

## 24/7 Comprehensive Fire Prevention Solution Proposal

**Metro Waste  
Authority**

**4184 South East Beisser Dr.  
Grimes, IA 50111**

**Friday, May 27th, 2022**



# 24/7 Comprehensive Fire Protection Solution

## Fire Rover pledges to protect Metro Waste from fire by providing:

- 24/7-heat detection and suppression
- 24/7 video monitoring and service
- Advanced technical training of both on-site and off-site personnel
- Free system upgrades, modifications, camera resets and staff training
- Real-time incident reports and video clips

## Objectives:

- 24/7 remote fire monitoring and termination by live personnel
- Detect and suppress infant fires before flare
- Eliminate downtime and damages, including inventory, equipment, personnel and capital
- Reduce insurance premiums
- Optimize your safety and security budget



**“Fire Rover is committed to exceeding expectations - this is the last system my clients will ever buy. We take pride in operating, maintaining and upgrading our systems, while creating lifelong partnerships with each and every one of our customers.”**

**— John Breza, CEO**

## Scope of Work

**Fire Rover** agrees to install and maintain the system specified within this Proposal, as it relates to the major components itemized and agreed to by **Metro Waste**.

Our proposal is the result of a collaborative effort between the **Fire Rover** sales and engineering departments and **Metro Waste**. Our design engineering review was undertaken with the criteria set forth in our previous meetings, and with consideration of security history and current requirements.

**Fire Rover** and **Metro Waste** agree to the following general guidelines. Our proposal is all-inclusive, including all labor and materials costs, unless otherwise noted below.

**Fire Rover** will always provide technicians that are licensed and certified to complete the installation and service the system as proposed.

**Fire Rover** may sub-contract components of an installation, and shall be held responsible for the work performed.

**Metro Waste** agrees not to hold **Fire Rover** responsible for problems arising in their existing systems, as long as the problem was not initiated by the work performed or covered in this Proposal. Conflicts arising from existing hardware, including the network server, or software are the responsibility of **Metro Waste**.

**Metro Waste Authority** will adhere to the terms of the monitoring agreement and amendments made thereto. Monthly payments are to be made in advance of the period to which the service applies.

## Customer Responsibilities

**Metro Waste** shall provide local electrical (110VAC) power sources at each structure and/or pole.

**Metro Waste** shall provide site access, within reason, to **Fire Rover** after business hours to complete installation or testing.

**Metro Waste** will not charge **Fire Rover** for any additional employees wages that facilitate **Fire Rover** in completing the installation.

Changes to the attached installation diagram require a change order that may increase the cost of this installation. No additional work shall be performed without written approval from **Metro Waste**.

## System and Installation

**Hardware mounting and lifts** - Fire Rover is a self-contained unit. All equipment is housed and installed within a 20ft overseas storage container. The nozzle, HD cameras and thermal cameras will be mounted on a pole, which extends from the top of the unit. A scissor or boom lift will be provided by Fire Rover to install and later service your equipment.

**Network Connections** - Our system will rely on its own network for most operations, but will also require an Internet connection, which will be provided by **Metro Waste**. Fire Rover will adjust its network scheme to match the **Metro Waste's** network. However, should access be denied to the networking equipment, **Metro Waste's** IT department will need to provide Fire Rover with a to-be-announced block of internal static IP addresses with accompanying ports.

**Activation and Support** - Prior to activation, Fire Rover personnel will establish personalized event protocol at **Metro Waste**. Fire Rover will collect the contact information of the authorized staff chosen to receive event notifications, and contact those individuals when necessary.

Subsequent to the installation, we will review and monitor the system to assure that all expectations are met. Fire Rover personnel will test all systems routinely to ensure fluidity. Any anomalies will be addressed and serviced accordingly.

## Equipment and Pricing

Pricing is based upon acceptance of this proposal within 14 days. A 50% deposit is required to begin ordering equipment and scheduling the installation. The remaining balance (50% plus any additions) is due upon satisfactory job completion. Proposed prices are all inclusive, except for shipping costs when applicable. Purchase price and Monthly Lease Cost do not include sales tax, shipping or local permit and license fees.





# FireRover

DETECT | EXTINGUISH | PROTECT

## NO MORE FIRES. EVER.

### 24/7 Fire Detection & Suppression

#### Fire Rover Unit Includes

20' Overseas Storage Container  
Monitoring Equipment and  
Licensing FLIR A310F Thermal  
Camera  
HD camera  
Nozzle with Tower and Plumbing  
One additional refill of suppression  
agent

#### Customer Requirements

30 Amp dedicated single phase  
circuit  
Dedicated Hard-line Internet 25  
Mbps Upload Minimum  
Recommended 4G Internet backup  
Concrete stabilization pad will be  
required for some applications



#### Organic Solid Material

Wood, Grass, Coal, Tires, Hay,  
Cotton, Cardboard, Cars, Trucks,  
Heavy Equipment



#### Flammable & Combustible Liquids, Gasses, Fuels

Gasoline, Ethanol, Jet A, JP4/5/8,  
Crude Oil, Diesel, MTBE, IPA, MEK



#### Electrical Equipment

Energized electrical equipment,  
wires, wireless devices, electronics



#### Combustible Metals

Sodium, titanium, magnesium,  
potassium, lithium, calcium



#### Cooking Oils & Fats





# Metro Northwest Transfer Station

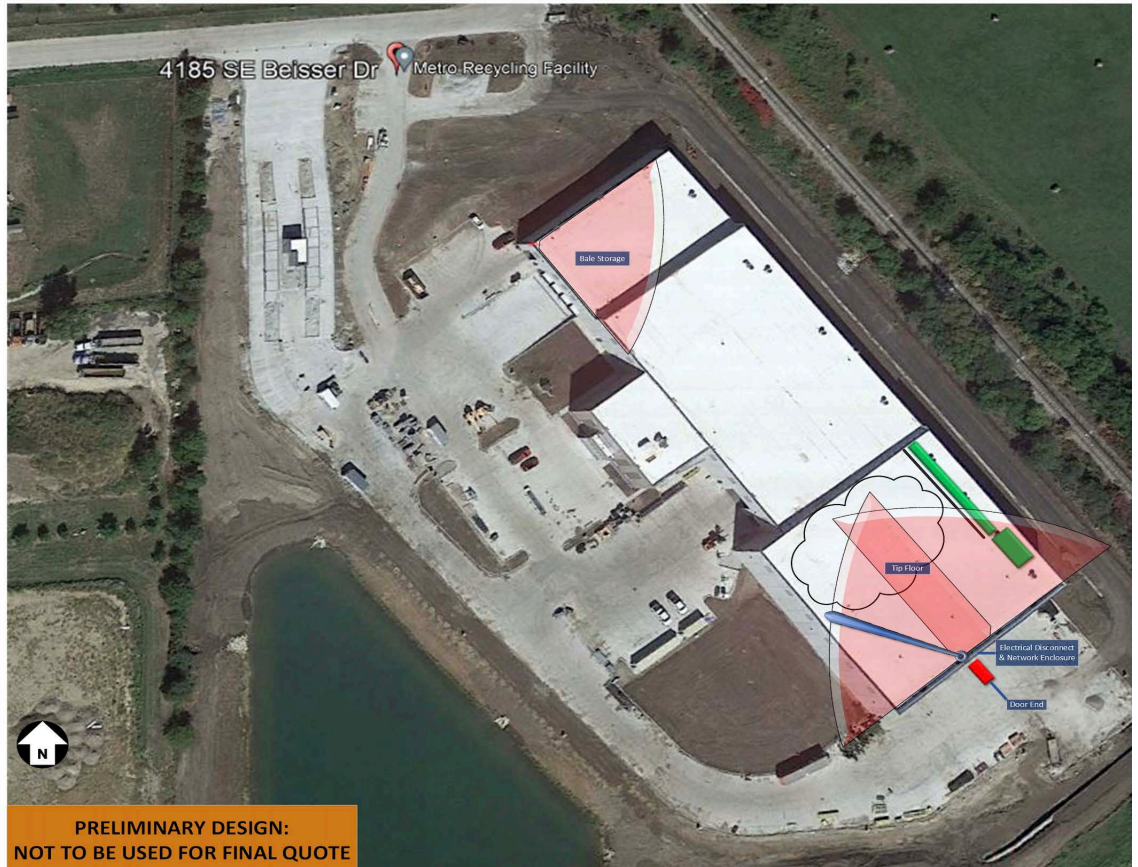
**24/7 Fire Monitoring, Suppression, Maintenance, and Warranty:**



Metro Waste Authority

4185 Southeast Beisser Dr.  
Grimes, IA

Preliminary Design Disclosure  
FINAL DESIGN REQUIRES SITE VISIT  
VERIFICATION TO CONFIRM FINAL  
EQUIPMENT LOCATION & QUANTITY



**PRELIMINARY DESIGN:  
NOT TO BE USED FOR FINAL QUOTE**

**Legend**

- Fire Rover Box 20' x 8' x 8'
- Thermal Camera 90°
- Electric Monitor & Spray Coverage

## Tip Floor Protection & Baler Storage

**24/7 Early Fire Detection & Suppression**

(1) Fire Rover (3) Deetect Zones (1) Nozzle	Monthly Monitoring & Maintenance/ Unit
\$163,500USD	\$3250USD

**\*\*Backup 4G Internet Optional \$100/mo per FR**



## What is OnWatch powered by Fire Rover?

A mobile unit that utilizes both solar and wind power to remotely monitor thermal cameras and detect abnormal heat signatures at landfills.



### How it works:

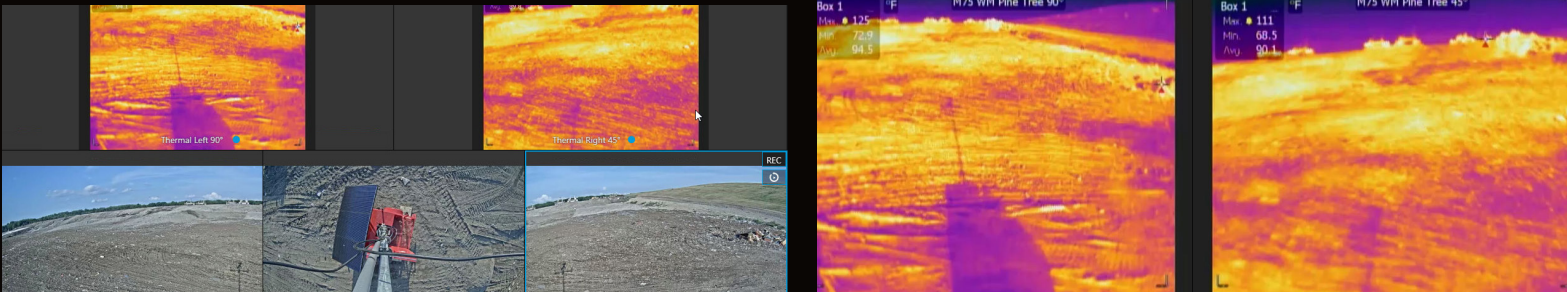
The OnWatch system communicates via a 4G/5G cellular network and connects to the Fire Rover Monitoring Center for quick detection, identification and dispatch of emergency personnel. The OnWatch mobile unit is heavy-duty for harsh landfill environments, including dust, wind and uneven surfaces.

### BENEFITS:

- Built to operate in rugged environments
- Easy deployment and relocation with standard trailer hitch
- Solar and wind powered with significant battery reserves for long-term, off-grid operation
- Can be configured with multiple thermal cameras for up to 360-degree coverage
- All fires are verified by a 24/7, remote monitoring team

### APPLICATIONS:

- Landfills
- Outdoor piles
- Construction projects
- Overflow tip floors
- Windrows
- Wildfires
- And more





# OnWatch

Powered By FireRover

# 24/7

A mobile unit utilizing both solar and wind power to provide 24/7 fire watch and emergency dispatch.

Pricing: OnWatch w/ 1 Thermal Zone = \$67,500; MMW = \$950/OnWatch w/ 2 Thermal Zone = \$85,000; MMW = \$1250

## Fire Protection

24/7

24/7 thermal imaging and monitoring for abnormal heat and emergency dispatch.

360°

Up to 360-degree coverage.



Telescoping mast for easy deployment.



Solar and wind powered with significant battery reserves.

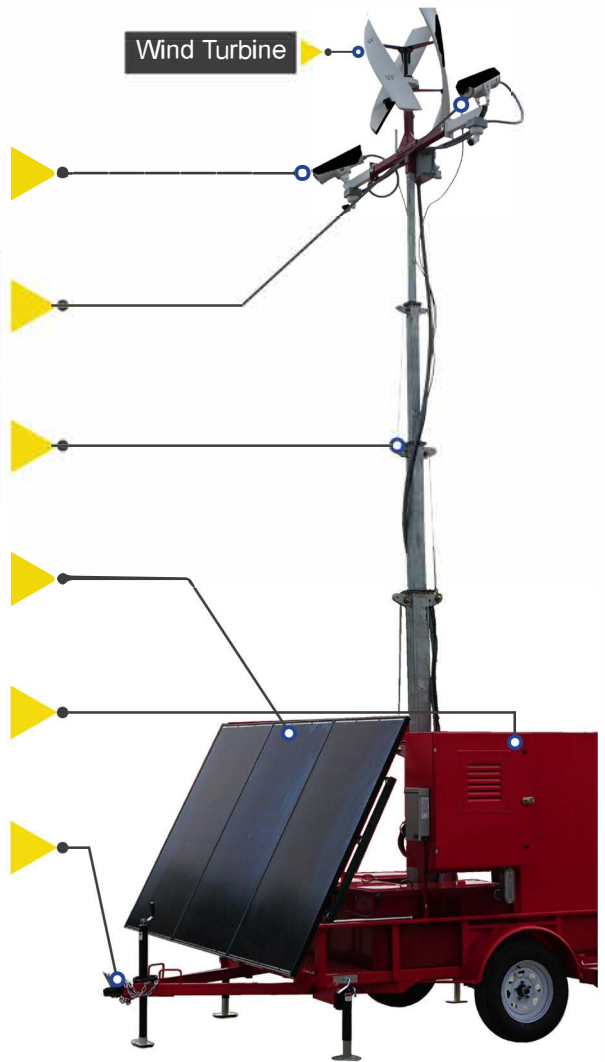


Built to operate in rugged environments.



Easy deployment and relocation with standard trailer hitch.

Wind Turbine



### HOW IT WORKS:

The OnWatch system communicates via a 4G/5G cellular network and connects to the Fire Rover Monitoring Center for quick detection, identification and dispatch of emergency personnel. The OnWatch mobile unit is heavy-duty for harsh landfill environments, including dust, wind and uneven surfaces.

### APPLICATIONS:

LANDFILLS • SCRAPYARDS • OUTDOOR PILES • CONSTRUCTION PROJECTS •  
OVERFLOW TIP FLOORS • MULCH • WINDROWS • WILDFIRES • AND MORE



844-41-ROVER



www.FireRover.com

# enforcer®

## PORTABLE CAFS TECHNOLOGY



\$2,590

\$3,598

\$6,800

\$16,600

\$19,500

\$64,000

MODEL	ENFORCER 3 SUPER DUTY	ENFORCER 3 BACK PACK	ENFORCER 10	ENFORCER 30	ENFORCER 60	ENFORCER 200
PRE-MIX SOLUTION CAPACITY	3 US Gallons	3 US Gallons	10 US Gallons	30 US Gallons	60 US Gallons	200 US Gallons
MAX. FINISHED FOAM CAPACITY	60 US Gallons	60 US Gallons	200 US Gallons	600 US Gallons	1200 US Gallons	4000 US Gallons
MAX. THROW DISTANCE	45 Feet	45 Feet	45 Feet	75 Feet	95 Feet	120 Feet
MAX. DISCHARGE DURATION	1 Minute	1 Minute	2:30 Minutes	3 Minutes	6 Minutes	20 Minutes
DISCHARGE HOSE	4 Ft. x 3/8" Booster	4 Ft. x 3/8" Booster	75 Ft. x 1/2" Booster	50 Ft. x 3/4" Booster	50 Ft. x 1" Lay Flat	300' x 1" Booster 50Ft. x 1.5" Lay Flat
HEIGHT	22.5"	22.5"	22"	38.5"	38.5"	45"
WIDTH	13"	13"	22"	42"	42"	44"
LENGTH	8.25"	8.25"	26"	54.5"	54.5"	98"
EMPTY WEIGHT	23 Lb	23 Lb	95 Lb	407 Lb	485 Lb	1200 Lb
LOADED WEIGHT	48 Lb	48 Lb	175 Lb	677 Lb	985 Lb	2800 Lb



Prepared for :

**Metro Waste Authority**

Dan Haag

300 E Locust St Suite 100  
Des Moines, IA 50309  
(312) 339-6702

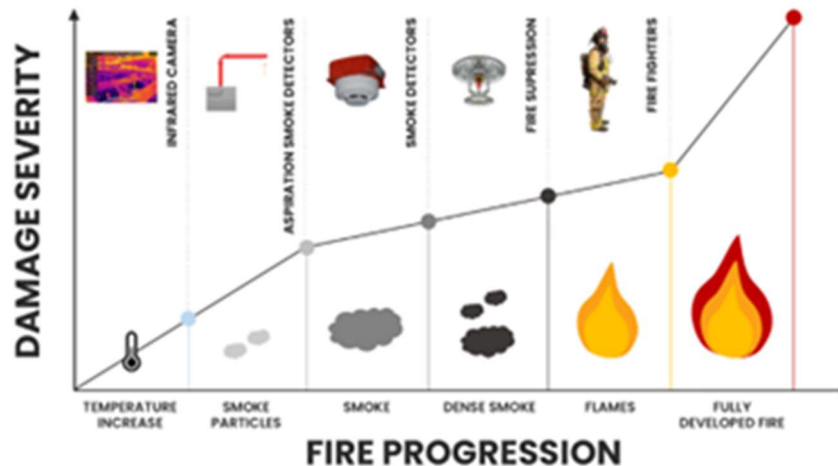
# Project Proposal

Early Fire Detection for  
Waste & Recycling

## Overview

**MoviTHERM's** early fire detection solution enhances safety and operational continuity for waste and recycling facilities. Its advanced thermal imaging technology swiftly identifies potential fire hazards, enabling prompt responses to prevent catastrophic incidents. By minimizing downtime and safeguarding assets, Movitherm supports sustainable waste management practices and upholds safety standards within the industry.

## Our Proposed Solution



### Our Early Fire Detection Solution

Our proposed solution involves the deployment of an advanced IoT Thermal Monitoring System. This system is designed to detect abnormal temperature variations, a key indicator of pre-fire conditions, allowing for early intervention.

### Key Features

- **Real-Time Monitoring:** Continuous monitoring of temperature levels in critical areas where events may occur.
- **Immediate Alerts:** Instant notifications in the event of abnormal temperature rises, enabling swift response.
- **Customizable Zones:** Configurable monitoring zones tailored to the specific layout of your application.
- **Historical Data Analysis:** Tracking and analyzing temperature data over time for proactive risk management.

## Scope of Work

The scope involves deploying MoviTHERM's advanced thermal imaging technology strategically across various areas addressing differing layouts, with real-time monitoring and alarm integration for immediate response. Our mobile system gives remote access enabling swift awareness for appropriate action to be executed.

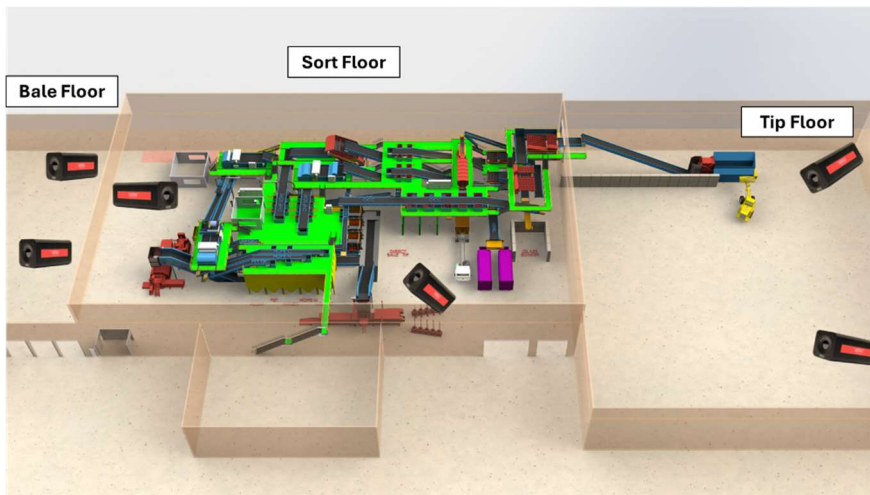
### Area Deployment

**Tip Floor:** 2 thermal cameras.

**Sort Floor:** 2 thermal cameras.

**Bale Storage Floor:** 2 thermal cameras.

**Landfill Facing Space:** Mobile/Cellular Unit with 3 to 4 thermal cameras.

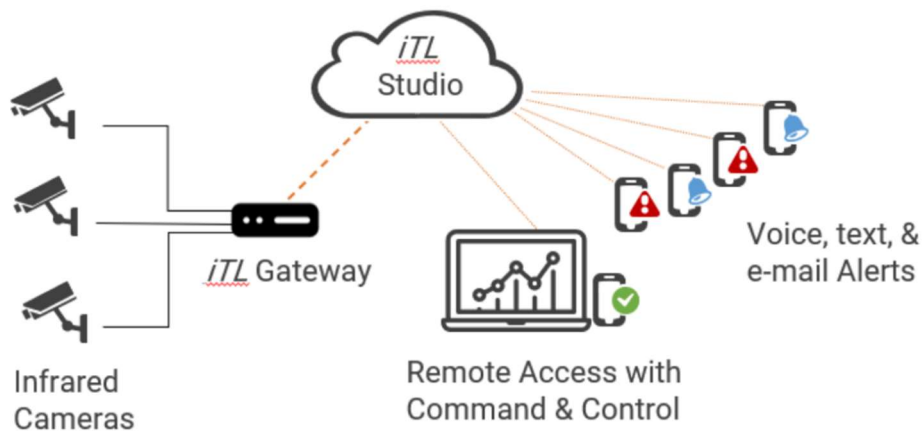


### Fire Prevention

- **Fire Threat Awareness:** Timely detection of abnormal temperature increases enables proactive measures to minimize risk of fire and the earliest containment.
- **Minimized Downtime:** Swift response to potential fire risks minimizes fire events and the impact of surrounding assets.
- **Increased Safety:** Giving enhanced temperature data of the environment gives you the control to take appropriate actions before major events might occur.

## System Architecture

The solution proposed is a combination of fixed-mounted thermal cameras, iTL Gateway, and iTL Studio with cloud based communications. This system is scalable in scope of area by adding additional cameras and by sensor ie. Temperature probes or smoke detectors.



### Infrared Cameras

The proposed solution utilizes a combination of thermal cameras and an intelligent gateway and our cloud based iTL Studio for seamless communication and situational awareness.

Together, Movitherm's cloud software and gateway enable real-time monitoring, analysis, and alerting capabilities. By continuously assessing environmental conditions, detecting anomalies, and promptly notifying relevant personnel or authorities, this system plays a crucial role in enhancing fire safety measures and mitigating potential risks.





## iTL Gateway

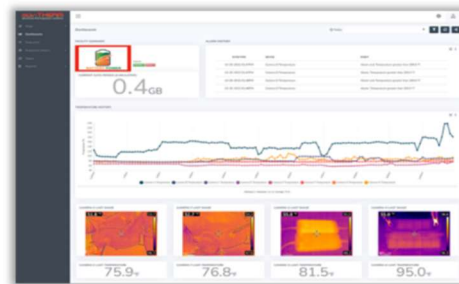
These intelligent gateways aggregate data from multiple IR cameras and sensors for real-time analysis. They can trigger local alarms and allow remote control, maintaining functionality even without an Internet connection for reliable monitoring.

Temperature data will be sent to the Cloud from each thermal camera once every 5 minutes, and thermal images will be sent once per hour and upon alarm. The frequency is configurable, and can be changed to more or less often.



## iTL Studio

iTL Studio is a subscription-based platform that offers secure, cloud-based monitoring for single or multi-facility setups. It features a customizable dashboard, sensor health alerts, and threshold alarms. Users can receive email, text, and voice notifications and remotely access the system with an internet connection.



## Comprehensive Dashboards

The dashboard display keeps users well-informed through its various features. With a customizable layout, users can tailor the dashboard to meet their specific needs. The facility selector allows easy navigation between different sites, while real-time alarm status and sensor trending provide immediate insights into system health. Additionally, thermal imagery offers a complete picture of the monitored areas, creating a powerful display for data-driven decisions.

## Informative Views

The Views display significantly enhances situational awareness by allowing users to upload facility photos, maps, and CAD schematics. Users can overlay cameras and sensors on these graphics to easily visualize their fields of view and locations. This integrated view enables quick identification of alarms and their corresponding locations, improving response times. Furthermore, users can share these customized, insightful views with others through a simple web link.

## Alerts & Notifications

Alerts and notifications are tightly integrated with sensor alarms, promptly inform users about sensor health and threshold alerts. Users can receive these notifications via email, text, or voice calls, with customizable content for timely decision-making.



## Easy Access

iTL Studio is OS independence offering unparalleled ease of access, allowing users to connect from any smart, internet-enabled device anywhere in the world. This ensures continuous monitoring and immediate response capabilities, making it an ideal solution for comprehensive, real-time monitoring.

## Technical Specifications

### Hardware Components

SEEK G300 IR Camera Data	
IR resolution	320 x 240
Object temperature range	-20°C to 550°C (-4°F to 1022°F)
Sensitivity	35 mK @ 25°C w/SV1 Image Optimization
Accuracy	±5°C or ±2% between 5°C to 550°C @ 25°C ambient
On Camera Measurement	x 10 Spots, x 5 Areas (min/max/avg), exclusion zones (ignore pixels)
Focus	Fixed
FOV Options	3.7mm, 61° x 45° (Part# GQ-4ACX) / 9.1mm, 24° x 18° (Part# GQ-9ACX)
Spatial Resolution (IFOV)	3.20 mrad/pixel (Part# GQ-4ACX) / 1.32 mrad/pixel (Part# GQ-9ACX)
Detector Pitch	12 µm
Spectral Range	7.8–14.0 µm
Frame Rate	>25 Hz
Encapsulation	IP67
Operating Temperature Range	-10°C to 60°C (14°F to 140°F)
Camera Size (L x W x H)	105 mm x 50 mm x 50mm (including connector)
Camera Mounting (base)	4 x M3, 1 x 1/-20" UNC
Camera Power	Power Over Ethernet, PoE IEEE 802.3af class 0

## Hardware Components

<b>iTL Gateway</b>	
<b>Internet Connection</b>	Via existing customer network or built-in cellular modem
<b>Cellular Carriers</b>	Optional Multi-Carrier, worldwide support*
<b>SIM Card</b>	Included - Industrial Grade with automatic failover
<b>Remote Support</b>	via Encrypted VPN, included with all subscriptions
<b>Gateways &amp; Protocols</b>	WiFi, Ethernet/IP, HTTP/HTTPS, Modbus/TCP, MQTT with TLS (MQTTS)
<b>Gateway Size (L x W x H)</b>	132 x 84 x 25 mm (5.2 x 3.3 x 1.0 in)
<b>Connectivity</b>	2 x GigE/1000Mbps Ethernet Ports Wi-Fi 802.11ax, Dual Antenna Cellular LTE CAT4 Built-in GPS/GNSS
<b>Outputs</b>	4 Digital Outputs, 24V EN 61131-2
<b>Gateway Mounting</b>	DIN Rail (with adapter), Panel Mount, VESA Mount (with adapter)
<b>Operating Temperature</b>	-40°C to 80°C (-40°F to 176°F)
<b>Supply Voltage</b>	8V to 36V DC
<b>Power Consumption</b>	3W to 8W Operating
<b>Compatible IR Cameras</b>	SEEK, AT, FLIR, Planck Vision

<b>Solar Surveillance Trailer</b>	
<b>Solar Power Available</b>	400 Watts
<b>Footprint</b>	Travel: 117" X 68" / Deployed: 131" X 90"
<b>Mast Height</b>	21' (Extended) 6.8' (Collapsed)
<b>Axle Weight Rating</b>	2,500lbs
<b>Total Weight</b>	1,900lbs
<b>Connectivity</b>	Remote monitoring of system health, alerting, and power cycling options

## Software Components

<b>iTL Studio</b>	
<b>Dashboards</b>	User-defined layout with custom widgets for IR image snapshot and history scroll, IR camera temperature measurement and trend, camera internal temperature and trend, alarm summary table, *cellular signal strength and data usage.
<b>Views</b>	Upload facility overhead photos, maps, or CAD schematics: overlay cameras and sensors with alarm status graphics. IR image snapshot with history scroll.
<b>Alerts &amp; Notifications</b>	Customized alerts and alarm notifications via text message, email, and dashboard.
<b>Auto-Dialer</b>	Virtual Auto-Dialer, message creation via text-to-speech interface.
<b>Alarm Response Time</b>	Locally via Gateway immediately upon breach of alarm threshold. Gateway signals cloud server an alarm condition, independent of cloud data update rate.
<b>Reports</b>	Dashboard Reports, Scheduled reports via email, customizable for daily, weekly, monthly
<b>Address Book &amp; Groups</b>	Contact name, email, and mobile phone inputs. Organize by groups to coordinate notifications with shift schedules.
<b>System Access</b>	Any smart internet-connected device with access rights.
<b>Licenses</b>	Unlimited with paid subscription.
<b>Security</b>	Amazon Web Services 2048-bit encryption. *Secure off-network via cellular connection. (Optional)

## Budgetary Pricing

### ACCOUNT DETAILS

Metro Waste Authority  
300 E Locust St Suite 100  
Des Moines, IA  
United States, 50309

### CONTACT DETAILS

Dan Haag  
Phone: 312-339-6702  
Mobile:  
Email: dhaag@mwatoday.com

### QUOTE ITEMS:

SI No.	Part No.	Description	Qty	Price	Total
1	ITL-STPK-SEEK-US	<b>MoviThERM iTL Monitoring Starter Pack</b> MoviThERM iTL Monitoring Starter Pack with SEEK G300 (includes 1 x SEEK G300 CG-4ACX, 1 x iTL Gateway ITL-GTW-ETH-WW, and 1 Year iTL Studio Camera License ITL-ST-CL1-US)	1	\$ 6,995.00	\$ 6,995.00
2	GQ-4ACX	<b>Guardian Series, G300, 4mm, &gt;25Hz</b> SEEK G300 320 x 240, ±5 °C or ±5 %, 7.8 - 14 μm, FOV 56° x 42°, Focal Length 3.7 mm	5	\$ 2,999.00	\$ 14,995.00
3	ITL-ST-CL1Y-MC	<b>MoviThERM iTL Studio 1 Year IR Camera License</b> MoviThERM iTL Studio Camera License 1 Year. Connects 1 camera to iTL Studio for 1 years (compatible with FLIR AXX, AXXX, SEEK G Series)	5	\$ 1,200.00	\$ 6,000.00
				<b>Sub Total</b>	<b>\$ 27,990.00</b>
				<b>Tax</b>	<b>\$ 0.00</b>
				<b>Grand Total</b>	<b>\$ 27,990.00</b>

**Recurring Annual Subscription Fees:** Per camera for licensing and cloud services. \$125 mn. or \$1,200 yr.

**OPTIONAL ITEMS:**

SI No.	Part No.	Description	Qty	Price	Total
1	MT-SKD-800WT-SLR-18	<b>Solar Skid 18ft 800W</b> MoviTHERM Solar Skid with 800W Solar Array Includes: *Rugged Powder Coat Texture *(4) 200Ah 12v SLA Batteries *21ft Telescopic Mast w/ (1) 18-2 Power Cable * Remote Monitor and Power Cycle features *Coiled cable upgrade with (4) CAT5 data cable & (4) 16 gauge power wires. *Double Battery Capacity Upgrade Package with (2) Additional 200Ah 12v SLA Batteries *Requires Forklift For Delivery*	1	\$ 16,709.00	\$ 16,709.00
2	MT-TLR-800WT-SLR-18	<b>Solar Trailer 18ft 800W</b> MoviTHERM Solar Trailer with 800W Solar Array Includes: *Rugged Bedliner Texture *(2) 200Ah 12v SLA Batteries *18ft Telescopic Mast w/ (1) 18-2 Power Cable Remote Monitor and Power Cycle features" *Coiled cable upgrade with (4) CAT5 data cable & (4) 16 gauge power wires. *Double Battery Capacity Upgrade Package with (2) Additional 200Ah 12v SLA Batteries *Requires Forklift For Delivery*	1	\$ 24,055.00	\$ 24,055.00
3	GQ-4ACX	<b>Guardian Series, G300, 4mm, &gt;25Hz</b> SEEK G300 320 x 240, ±5 °C or ±5 %, 7.8 - 14 μm, FOV 56° x 42°, Focal Length 3.7 mm	2	\$ 2,999.00	\$ 5,998.00
4	LNP-0500-24-T	<b>5-Port Industrial PoE+ Unmanaged Ethernet Switch</b> 5-Port Industrial PoE+ Unmanaged Ethernet Switch, w/4*10/100Tx (30W/Port) + 1*10/100Tx, 12-36VDC, EOT: -40~75C, DIN Rail mountable	1	\$ 498.00	\$ 498.00
5	ITL-GTW-LTE-MC	<b>MoviTHERM iTL Gateway LTE</b> MoviTHERM iTL Gateway for connection up to 8 cameras (Cloud Connection via LTE. Requires MoviTHERM Cellular Plan)	1	\$ 3,295.00	\$ 3,295.00
6	ILT-LTE-1GB	<b>MoviTHERM iTL 1 Year Cellular Plan (1GB) Multi-Country</b> MoviTHERM iTL 1 Year Cellular Plan (1GB) requires the iTL-GTW-LTE gateway (US, Mexico, Canada, Belgium, Poland, Germany, France, UK, Spain, Italy, Denmark - contact MoviTHERM for other countries).	1	\$ 699.00	\$ 699.00
7	MT-ENC-AV-OC-SG300	<b>Camera Enclosure for SEEK Guardian Series</b> Camera enclosure for SEEK Guardian Series with 2" Germanium Front Window and M32 cable gland. Camera mount Included ( G300 Series)	1	\$ 1,225.00	\$ 1,225.00



## Estimated Lead Time

- The estimated lead time to ship is 4 – 6 weeks, based on receipt and acceptance of a Purchase Order, and the 50% down payment.

## Shipping & Handling

- F.O.B. Irvine, CA (Prepay & Add)
- Customer may provide preferred shipping account (i.e. FedEx or UPS)

## Conclusion

### Summary

We look forward to working with you and supporting your efforts to improve the safety of your operations. Our IoT thermal monitoring solution is designed to help prevent fire risks, optimize processes, and ensure compliance.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective early fire detection solution.

### Next Steps

As this is meant to be a budgetary proposal, if we meet your requirements and would like an official quote, let me know and I will provide you with the quote.

Thank you for your consideration,

Todd Faulkner  
**iCM & iEFD Sales**



**Metro Waste Authority Board  
Monthly Board Meeting  
June 19, 2024  
AGENDA ITEM 16**

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**ITEM:**

Approval of City of Jefferson Recycling Contract

**SUMMARY:**

This contract establishes a new partnership between the City of Jefferson and Metro Waste Authority for processing and marketing of recyclable material.

**DISCUSSION POINTS:**

The City of Jefferson is transitioning to single stream curbside collection for residential recycling in July 2024 and plans to have the collected recyclable material processed at Metro Recycling Facility in Grimes. As part of the agreement, the city is responsible for curbside collection and transportation to Metro Recycling Facility and MWA. This agreement includes a per ton fee to the city for marketing and education services provided by MWA.

**STAFF RECOMMENDATION:**

Staff recommends approval of the City of Jefferson Recycling Contract.

**ATTACHMENTS:**

- City of Jefferson Recycling Agreement

**BUDGET REQUIREMENTS:**

N/A

**CONTACT:**

Dan Haag, recycling administrator, 515.333.4430

**CITY OF JEFFERSON AND METRO WASTE AUTHORITY RECYCLABLES  
PROCESSING AND MARKETING SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this\_ day of \_\_, 2024 ("Effective Date") by and between Jefferson ("CITY") and Metro Waste Authority ("Contractor"). For the good and valuable consideration set forth herein, the CITY and Contractor agree as follows:

1. **Term of Agreement.** The initial term of this contract shall begin July 1, 2024, and end June 30, 2027 ("Term"), with a mutual option for three (3), three-year renewal options. The parties shall each send written notice to the other of its intent to exercise an option renewal no less than one-hundred (180) days prior to the end of the Term.

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 the Section herein titled and Rejection of Load.

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

C. **"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. newspapers;
- b. corrugated cardboard (OCC) and Kraft bags;
- c. telephone books;
- d. magazines;
- e. catalogues;
- f. junk mail;
- g. office paper;
- h. chipboard;
- l. paper board;
- J. bimetal, ferrous and aluminum food and beverage containers
- k. plastic containers #1 and #2 (with screw tops) and margarine and yogurt containers (#5)
- I. empty aerosol cans;
- m. gable top and aseptic cartons; and

n. any other materials that may be added to this list in the future by agreement of the parties as provided in subsection "C" below.

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").

B. **Trash.** 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.

4. **Processing Fee.** The CITY shall pay to Contractor a Processing Fee equal to \$85 per ton of all material entering the Facility. For purposes of example only, if the amount of material received at the Facility hereunder is 100 tons, then the Processing Fee paid by the CITY to Contractor is \$8,500. If this Agreement is renewed as provided in the Section above titled Term of Agreement, then on the renewal date the Processing Fee shall be increased by the percentage increase in the "CPI," defined as the Consumer Price Index (Midwest Region) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

5. **Transportation.** The CITY agrees to provide transportation services for materials described herein.

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 (with a scale attendant): 7:00a.m. to 4:30p.m.; and (available for self-service truck use upon request) Monday through Friday plus 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 and left the facility, 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 loads (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 eight (8) 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. 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 bale, and CITY's acceptance of such rejection ("**Rejected Load**"), Contractor shall dispose of the Rejected Load by taking it to a landfill. In such instances, the CITY shall reimburse to Contractor: (i) Contractor's costs (whether internal or external) to haul the Rejected Load to the landfill; (ii) any landfill 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 Recyclable 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 Recyclable 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 Recyclable Materials from haulers during any planned or unanticipated shutdowns, maintenance, or renovations at the MRF.

- F. Trash Disposal.** The Contractor shall be responsible for paying the commercial tipping fees and related transportation costs, if the Trash Percentage is less than ten percent (10%). If the Trash Percentage equals or exceeds ten percent (10%), the Contractor and the CITY will share equally the commercial tipping fees and transportation costs.

**10. Audits and Auditable Records & Reports.** The Contractor and the CITY shall conduct two audits of all materials processed at the Facility for purposes of determining the material composition. Audits shall be conducted in the third and ninth month of the first year of the contract. At the Audit, an entire load of material shall be processed, 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 (ISRI#11);
- b. Mixed Paper (ISRI #54), including GableTop/Aseptic Containers and 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. Other Mixed Plastic Containers, including Margarine and Yogurt 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.

**11. 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 in a form acceptable to the CITY. 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. The quantity of Trash received from the CITY's residential single stream collection program during the month

**12. 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.

**13. Public Education.** The CITY shall pay to Contractor an Education Fee equal to \$2 per ton of all material entering the Facility. The Contractor will provide the CITY public education materials; delivery of the public education on recycling will be the responsibility of the CITY. The Contractor shall provide for Facility tours for educational purposes during regularly scheduled business hours, for the following purposes:

- Tours for CITY Officials;
- Tours upon request from the media; and
- Others upon reasonable request.

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

**15. 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.

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

- A. Promote public education materials provide by the Contractor;
- B. Designate additional materials to be collected and processed after conferring with the collection and processing contractors;
- C. Designate different collection days for holidays;
- D. 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;
- E. Review and approve reporting and recordkeeping procedures/forms;
- F. Review records as appropriate;
- G. Review monthly reports; and
- H. Meet periodically to discuss status and address any issues.

17. **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 City has the "rights" to the material and for a 10-day period can solidify its own buyer. If the city waives its right to buyer, or is not successful in its efforts, 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.

18. **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.

19. **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.

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

21. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party on the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to CONTRACTOR:

Michael McCoy  
Central Office  
300 East Locust. St. Suite 100  
Des Moines, IA 50309

If to CITY:

[INSERT NAME]  
City of Jefferson  
220 North Chestnut Street  
Jefferson, IA 50129

22. **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.

23. **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.

24. **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.

25. **Indemnification.** The parties shall indemnify and save harmless each other, and their respective officers, employees and agents, from all claims, suits, demands or causes of action of any nature or description whatsoever made upon or brought against them or any one of them for or on account of any injuries or damages sustained by any person or entity as a result of the acts or omissions of themselves, their employees or agents or any person carrying out of their obligations under the terms of this Agreement.

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, provided that the arbitrator may not make a finding of material breach and shall not have authority to terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the 14<sup>th</sup> day May, 2024

APPROVED this 14<sup>th</sup> day May, 2024

"CITY"  
CITY OF JEFFERSON

By:   
Its: Mayor - Craig Berry

"Contractor"  
Metro Waste Authority

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

## MEMORANDUM

TO: Board of Directors, Metro Waste Authority

FROM: Executive Director Review Committee

DATE: June 14, 2024

RE: Executive Director Evaluation

As you are aware, a committee was formed to review the Executive Director's performance for the past year. Serving on the committee was Mark Holm, Rob Sarchet, and Dean O'Connor. All Board Members were given the opportunity to rate the Executive Director and 7 surveys were returned. The Executive Director was rated on the following areas:

Essential Duties and Responsibilities: 3.9/4.0  
MWA Values: 3.7/4.0

The Committee is recommending a 9% salary increase based on these evaluations and pursuant to Michael's Employment Contract. The Employment Agreement has one more year and will terminate, if not renewed, on June 30, 2025.

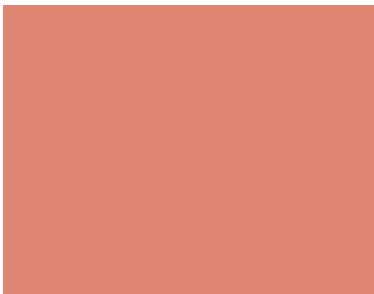
Submitted with this memo is a copy of this year's performance review prepared by the staff of the agency.

To recap, the Committee recommends the Board approve a salary increase for Executive Director Michael McCoy of 9% of his current salary.

Dean O'Connor, Chair  
Metro Waste Authority  
[doconnor@larrysinc.com](mailto:doconnor@larrysinc.com)

# PERFORMANCE REVIEW

**Michael McCoy**  
**Executive Director**  
**July 2023 – June 2024**





# FINANCIAL

- Completed financial audit for fiscal year ending June 30, 2023, with unqualified opinion as to their accuracy, the highest level of assurance that can be provided by the auditor.
- Net revenues after expenses were \$12.6 million, an increase of \$2.1 million or 20% compared to the previous year.
- Decreased dollars in accounts receivable by more than \$2 million and more than 20% of beginning fiscal year balances due to increased focus on collections.
- Implemented a 2.95% processing fee for customers paying via credit or debit card to offset the ongoing expense incurred by the agency.
- Implemented new rate structure at transfer stations, landfills, and for sales of compost to adjust for Consumer Price Index (CPI).
- Launched process to internally separate crushable and non-crushable concrete road base in order to use crushable material as rock around the facility; this saved the agency more than \$150,000 in avoided purchases.
- Completed Project P-64 Cell D construction at Metro Park West Landfill 5% under budget.
- Internalized hauling of tires, appliances, scrap metal, and single-stream recycling, resulting in \$40,000 in annual cost savings.
- Continued focus on best practices relative to purchasing, including converting more vendors to electronic payment rather than physical checks, streamlining purchase order process, and exploring a purchasing card program which offers cash back opportunities and interfaces with financial systems, creating further efficiencies.
- Completed internal financial statements within three weeks of month-end, ensuring timely information is shared internally to support decision-making across the agency.
- Received nearly \$25,000 in grant funding to support new sorting equipment at Metro Recycling Facility.

# COMMUNITY



- Partnered with the Iowa Waste Exchange to divert more than 20,000 pounds of new, compostable straws and forks brought to the agency by a generator that couldn't utilize them. The items were matched to more than 30 organizations, who saved nearly \$55,000 in avoided purchases.
- Provided garbage, recycling, and yard waste cart deliveries, swaps, and repairs for more than 6,100 households across the metro.
- Collected 40 tons of tires by offering free drop-off events in partnership with 16 communities in our planning area.
- Curated 15 touchpoints with the media about Metro Waste Authority's mission, programs, and services. This resulted in media coverage 26 times, including features in *DSM Magazine's* "Winners Circle" and *Business Record's* "Best of Des Moines."
- Introduced new social channels and added more than 1,600 followers across all channels to increase customer engagement.
- Partnered with three new communities to capture additional single-stream recyclables.
- Grew customer database to more than 97,000 contacts to facilitate more timely and accurate information to enhance the experience for both residential and commercial customers.
- Launched new ambassador program to increase brand awareness among new audiences.
- Served customers through 38,909 phone calls about agency services, programs, and events.



# ENVIRONMENT

- Provided \$1,000 scholarships to eight high school seniors/college students continuing their education in an environmental field in 2023.
- Replaced approximately 21% of Central Office's electricity consumption with solar powered energy using more than 300 solar panels on the facility's roof.
- Hosted elementary students at environmental summer camp. The five-day camp combined science investigation, interactive learning, and outdoor fun.

# EDUCATION



- Welcomed more than 900 visitors during public open hours at Metro Recycling Facility to learn about recycling and sustainability at the Education Center.
- Continued education around holiday light disposal and recycling through an annual holiday light recycling campaign, which incorporated the Blank Park Zoo as well as five public libraries across the metro.
- Reached 1,474 students through implementation of virtual reality programming, providing classrooms and community groups accessible and immersive field trips to the agency's facilities.
- Launched two online simulation games focused on safe and responsible waste management, which were played more than 1,800 times. The simulation games were also installed on an interactive kiosk at Metro Recycling Facility's Education Center, providing an additional learning opportunity to visitors.
- Hosted the agency's Landfill Operator course, providing 25 hours of landfill operator training to 26 staff and external partners, including individuals from 9 statewide agencies. Landfills are required to have certified operators on site; however, the course provides excellent overall industry knowledge for all participants.
- Hosted professional development workshop in Runnells, helping 16 educators from 6 districts develop confidence in working with students in an outdoor setting and creating opportunities for teachers and students to share meaningful, student-gathered environmental data with their communities.
- Hosted Hazardous Waste Operations and Emergency Response (HAZWOPER) courses for 133 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.
- Virtual learning experiences such as interactive infographics and virtual tours were utilized 7,467 times by community groups and educators in grades K-12 throughout the metro.
- Hosted more than 17 communities at various agency facilities for in-person field trips.



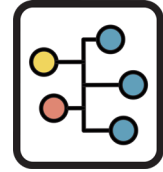


# STAFF

- Recruited, hired, and onboarded more than 40 individuals.
- Implemented paid family leave and updated paid time off programs to support staff and ensure competitive retention and recruitment strategy.
- Implemented an agency-wide, no-fault time and attendance policy to establish procedures for absences and tardiness, minimize unscheduled absences, and promote efficient operations of the agency.
- Established and hired the agency's first Environmental Operations Manager to support landfill operations.
- Received Patriot Award from the Iowa Employer Support of the Guard and Reserve (ESGR) for the support of employees who are also military service members. Sergeant Iowa Army National Guard and Metro Park East Landfill Mechanic Carter Ossman nominated agency leadership for the award.
- Partnered with the Southeast Polk Apprenticeship Program to recruit new talent and offer training opportunities tailored to the needs of the agency.
- Implemented a hazard/incident/accident reporting system to prioritize staff safety and proactively identify risks and take preventive measures to mitigate them.
- Completed updates to the Employee Handbook to ensure compliance, reflect policy changes, and assure it remains a relevant and effective tool for both employees and the agency.
- Promoted 10 existing employees into new positions, including Human Resources Specialist, Transportation Logistics Coordinator, Working Foreman, Medium Equipment Operator, Office Assistant, and Customer Care Lead.
- Adjusted the structure of the Customer Care Team to better align with day-to-day support needed through escalations, trainings, and scheduling.
- Relaunched the agency's Everyday Heroes Committee to highlight the agency's values in day-to-day operations. The relaunch included a new award structure and additional employee engagement events, resulting in increased quarterly submissions recognizing staff.
- Conducted an employee engagement survey to identify internal strengths and opportunities.
- New hire survey completed by 85% of staff onboarded, resulting in real-time feedback on gaps or issues in the recruiting and onboarding process.

- Implemented a new safety training program with quarterly training for all sites and employees.
- Transitioned to West Bend/Argent to provide comprehensive Workers' Compensation coverage.

# FACILITIES & PROGRAMS



## Agency-Wide

- Highlighted operations and facilities by hosting a variety of agencies and community groups, including the Statewide Solid Waste Educators and Waste Commission of Carroll County, for meetings and tours at Metro Recycling Facility and Metro Park East Landfill.
- Hosted the agency's first legislative open house at Central Office, highlighting the innovative programs and services offered to support disposal needs in communities throughout the state.
- Implemented a next-generation antivirus solution to proactively identify and halt both known and unknown threats, malware, and ransomware, through use of behavior analysis, artificial intelligence, and machine learning.
- Diversified legal services for specialized needs, including union, immigration, and operations.
- Successfully navigated Occupational Safety and Health Administration (OSHA) investigation with a reduction to citation severity.
- Initiated an audit of user accounts on the agency's network to remove unused accounts and eliminate potential security risks.
- Signed a long-term lease with renter for half of the third floor at the agency's 300 East Locust Street building.

## Metro Park East Landfill

- Relunched construction and demolition recycling sorting program, sorting through co-mingled loads and capturing recyclable construction and demolition materials. Approximately 60% of material from these loads is diverted from the landfill, and the program accepted more than 1,000 tons of material in the first six months.
- Remodeled Administration Building to upgrade the skylight and repurpose existing space to support additional workstations. Updated spaces include the reception area, conference room, and offices.
- Partnered with University of Northern Iowa to receive its fly ash, which is instrumental in the liquid waste disposal process.
- Invested in the facility's equipment fleet, including purchases of a new highway service truck and Case Quadtrac, to ensure efficiency and effectiveness.

## **Metro Park East Landfill (Continued)**

- Transitioned Special Waste request process online to integrate with customer relationship management platform for program efficiency and enhanced customer communication.
- Recycled approximately 6,500 appliances through the demanufacturing process, which completely diverts the appliance and all its components from the landfill.

## **Metro Compost Center**

- Introduced custom private-labeled bags of Grow Gold Compost and began selling at three facilities and three retailers throughout the metro.
- Maintained a nine percent increase Compost It! cart subscriptions to capture more yard waste for use in the production of Grow Gold Compost.

## **Metro Park West Landfill**

- Completed construction on Cell D, a 2.3-acre cell that adds more than 400,000 cubic yards of available airspace to the location.
- Purchased a new scale and began establishing a new entrance to the facility in accordance with the facility's master plan design. The master plan guides projects for the next 40 years as it assesses land utilization and foresees site development to ensure operations remain successful.

## **Metro Hazardous Waste Drop-Off**

- Diverted 114,113 pounds of waste through the Swap Shop. This was the first year of expanded space in the Swap Shop, which increased availability of material to visitors.
- Generated \$115,000 in revenue from collection of hazardous waste from 240 small businesses.

## **Metro Recycling Facility**

- Began new recycling partnership with Absolute Waste to receive material from Northern Iowa.
- Installed three robotic sorters with artificial intelligence vision systems to minimize the contamination of HDPE color and increase overall collection of PET, HDPE color, and HDPE natural.
- Installed a third optical sorter, increasing the facility's throughput to 30 tons per hour and resulting in increased recovery of PET and higher grade of produced paper.
- Increased tonnage of recycling received by more than 4% while maintaining 94% equipment uptime.
- Maintained contamination rates 50% lower than national average due to enhanced sorting equipment and industry best practices.
- Navigated a significant fire at the facility without interruption to services, repairing damage and returning to operations within two months.
- Implemented use of iPads as an efficient solution to complete preventative maintenance tasks, including maintenance checklists and reporting tools.

## **Metro Central & Metro Northwest Transfer Stations**

- Invested in new inbound and lower tunnel scales at Metro Central Transfer Station to support continual, proactive investment in facilities and equipment to continue serving customers.
- Served 566 residents at hazardous waste collection events at Metro Northwest Transfer Station. Through expansion of operations to early mornings and evenings, more residents could take advantage of this disposal option on the west side of the metro.

## **Metro Redemption Centers**

- Recycled more than 2.2 million cans and bottles and generated \$53,900 in revenue in first full year of operations at Grimes and Bondurant.
- Installed automatic can and bottle sorting machine, which can process 500 beverage containers per minute, providing a more efficient and accurate process than manual sorting.