

COUNCIL ACTION FORM

SUBJECT: AGREEMENT FOR JOINT AND COOPERATIVE ACTION FOR WASTE DISPOSAL OPERATIONS BY BOONE COUNTY AND THE CITY OF AMES IOWA

BACKGROUND:

The Waste to Energy System includes the Resource Recovery Plant (RRP), a closed landfill, and the City of Ames Power Plant. The landfill was closed in 1992, and any waste that cannot be processed into Refuse Derived Fuel (RDF) is currently disposed of at the Boone County Landfill (BCL). These materials are accepted at BCL through the comprehensive plan for the Central Iowa Solid Waste Management Area (CISWMA), of which Ames is a member.

BCL and Ames also have an Agreement for Joint and Cooperative Action for Waste Disposal Operations that originated in 1992 for five-year terms that were amended in 1997, 2002, and 2007. In 2012, the amended agreement was for ten years taking it through June 2022. This agreement provides for establishing the tonnage rates (tipping fees) at each facility.

Staff has been working with Boone County staff to review and update the agreement. The revised agreement will be in effect through April 30, 2025, to coincide with the term of the current comprehensive plan for the CISWMA. The agreement may be terminated at any time by either party giving the other 90 days written notice. The termination would then occur after a twelve (12) month period to allow both parties to prepare for the termination of the agreement. The rate effective July 1, 2022, for Resource Recovery and Story County customers at the Boone County Landfill will increase by \$2.00 to \$54.00 per ton.

ALTERNATIVES:

1. Approve the Agreement for Joint and Cooperative Action for Waste Disposal Operations with Boone County through June 30, 2025.
2. Reject the agreement and direct staff to initiate negotiations with other area landfills for service.

CITY MANAGER'S RECOMMENDED ACTION:

The City of Ames and Boone County have developed a cooperative relationship over the duration of this joint waste disposal agreement, with this being the fifth renewal of the agreement since 1992. The City of Ames and Boone County are partners in the CISWMA comprehensive plan that is filed with and approved by the Iowa Department of Natural Resources. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.**

**AGREEMENT FOR JOINT AND COOPERATIVE ACTION
FOR WASTE DISPOSAL OPERATIONS
BY BOONE COUNTY AND THE CITY OF AMES, IOWA**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the CITY OF AMES, IOWA and BOONE COUNTY, IOWA for Joint and Cooperative Action for Waste Disposal Operations by Boone County and the City of Ames, Iowa.

WITNESSETH THAT:

WHEREAS, the City of Ames has been working with Boone County toward the goal of joint waste disposal; and,

WHEREAS, an objective of that effort is an arrangement whereby Story County's municipal solid waste that cannot be processed into refuse derived fuel at the City of Ames Plant may be deposited in the Boone County Landfill; and,

WHEREAS, the first step in the said joint disposal process is to arrange for landfill services for the City of Ames at the Boone County Landfill; and,

WHEREAS, it is desired that the aforesaid Agreement made for that purpose coincide with the comprehensive plan for the Central Iowa Solid Waste Management Association (CISWMA) through April 30, 2025,

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I.

DEFINITIONS

- A. Per Capita User - Person, group, business, governmental entity, etc., from a governmental jurisdiction that pays an annual Per Capita Assessment.

- B. Non-Per Capita User – Person, group, business, governmental entity, etc., from a governmental jurisdiction that does not pay an annual Per Capita Assessment.

II.

PURPOSE

- A. The services provided for under this Agreement shall be financed by reasonable fees charged at the appropriate points of service delivery, or billed to the user, in accordance with such procedures as the respective parties shall establish from time to time for the services each provides hereunder.

It is expressly understood that Boone County's charge to the City of Ames for the landfill service herein specified shall be a charge per ton of municipal solid waste delivered by Ames and disposed of at the Boone County Landfill at such an amount as the Boone County Board of Supervisors shall establish annually, not later than January 1, for the ensuing fiscal year to commence July 1.

If a rate cannot be determined by January 1 of any year, the County shall notify the City in writing by January 1, that more time is required. In that event, such notice will state that a rate shall be established no later than February 15 for the ensuing fiscal year.

Said tonnage rate for municipal solid waste shall be set at the same tonnage rate as established for all non-per-capita users of the Boone County Landfill. The Boone County Landfill's non-per-capita user rate for municipal solid waste shall, for the first fiscal year of this extension commencing on July 1, 2022, be no more than \$54.00 per ton. Any future per ton increases or decreases shall be consistent with the amount of increase or decrease as charged to the landfill's per-capita users.

The preceding tonnage rate shall not apply to waste requiring a special waste authorization from either the State of Iowa or the Boone County Landfill. Tonnage rates for acceptance of such waste at the Boone County Landfill shall be determined on a case-by-case basis by Boone County.

The preceding tonnage rate shall not apply to construction and demolition waste originating from within the service area of the City of Ames Resource Recovery System, provided the waste cannot be accepted at the Plant. The Boone County Board of Supervisors shall establish a specific tonnage rate for this type of waste. Said rate shall be set at a minimum of two times the landfill's per-capita user rate. However, Boone County reserves the right to adjust said rate to an amount to encourage use of available reuse, recycling, and/or other diversion opportunities for any or all portions of the construction and demolition waste stream. Whenever

the rate for said waste is to be changed, Boone County will provide its known customers and the City of Ames with a 60-day prior written notice.

III.

DURATION

- A. This agreement shall be for a period of three (3) years, beginning July 1, 2022, and ending at 11:59 P.M. on June 30, 2025. However, this Agreement may be terminated at any time by either party giving the other written notice 90 days in advance of the desired termination date for just cause. If either party wishes to be absolved of the agreement termination will occur after a twelve (12) month period to allow both parties to prepare for the termination of the agreement. This Agreement will be reviewed yearly, or sooner, if necessary, by both parties and be updated from time to time as needs arise and regulatory requirements change as the joint comprehensive plan is implemented.

IV.

ENTITIES AND PROPERTY

- A. This agreement shall not be construed to create any new entity nor be the creation of any joint interests in property of any kind, real or personal.
- B. This agreement shall be administered cooperatively by the Public Works Director for the City of Ames and the Boone County Landfill Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to have been executed by duly authorized representatives.

DATED this _____ day of _____, 2022.

CITY OF AMES, IOWA

By: _____ Attest By: _____
John A. Haila, Mayor Diane R. Voss, City Clerk

DATED this _____ day of _____, 2022.

BOONE COUNTY, IOWA

By: _____ Attest By: _____
Stephen Duffy, Chair Diane Patrick,
Boone County Board of Supervisors Boone County Auditor