



# AGENDA MEMO

**Meeting Type:** City Council Regular Session

**Meeting Date:** February 05, 2026

**Staff Contact:** Ryan Waller, City Manager

**Department:** City Manager's Office

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<b>ITEM TITLE:</b>	Resolution approving a memorandum of understanding regarding the Cedar Rapids Linn County Solid Waste Agency that establishes specific conditions and requirements that must be met before the City of Marion will consider a limited expansion of the landfill located at 1954 County Home Road
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## STRATEGIC PLAN ALIGNMENT:

**Focus Area:** None

**Goal Area:** None

## SUMMARY:

The City of Marion is a party to a Settlement Agreement with the Cedar Rapids Linn County Solid Waste Agency (“Agency”) and Linn County that, in part, affirmed closure of the existing landfill by 2044, which was made through a prior 28E agreement. The Agency has, however, indicated that the landfill may reach capacity earlier than originally anticipated (approximately 2036).

In August 2024, members of the Agency’s board requested that the City consider allowing a limited expansion of the landfill.

Following several meetings between City staff and Agency representatives, the City Council established a Landfill Subcommittee in February 2025. The purpose of the subcommittee was to assist staff in reviewing information related to refuse and recycling services and to develop recommendations for the full City Council’s future consideration.

The Landfill Subcommittee last met on May 22, 2025. At that meeting, members concluded that the subcommittee’s work had been fulfilled, directed staff to prepare the necessary items to dissolve the subcommittee, and recommended that staff begin discussions and negotiations with the other applicable entities. Those discussions were intended to explore a potential limited expansion of the landfill that both protects the interests of the City of Marion and supports the long-term sustainability of essential waste management services and regional economic growth.

Since that time, representatives of Marion, the Agency, Linn County, and the City of Cedar Rapids have worked collaboratively to develop the attached Memorandum of Understanding ("MOU"). The MOU establishes specific conditions and requirements that must be met before the City of Marion will consider a limited expansion of the landfill. The following are a number of the requirements of the MOU:

- Appointment of a working group to research and recommend a new Agency governance structure (board of directors) based on well-recognized national best practices and designed to encourage county-wide representation of this regional asset;
- Development and implementation of a routine cadence for continuous strategic planning to identify near-term and long-term actions and goals necessary to maintain, preserve, protect, and extend landfill capacity;
- Establishment of planning and operational metrics related to gross tonnage, diversion, recycling, and other nationally recognized best practices in solid waste management;
- Establishment of measurable Agency performance targets, which may include, but are not limited to:
  - Development of an integrated solid waste management plan;
  - Establishment of waste diversion goals with measurable milestones, implementation schedules, and budgets; and
  - Development of work plans and goals to promote ongoing evaluation of technologies and strategies to reduce the rate of landfill capacity consumption (e.g., compaction, diversion, and related efforts);
- A host fee commitment to the City of Marion commencing July 1, 2026; and
- Commitment to additional screening and buffering.

Pursuant to the MOU, the City of Marion will not approve a reduction of the 1,800-foot setback established by the Settlement—by 450 feet to a new setback of 1,350 feet, with appropriate screening and buffering—unless and until the Working Group's recommendations have been approved by Linn County, Marion, and Cedar Rapids, and formally adopted and committed to by the Agency.

The MOU does not supersede, replace, or abrogate the Settlement Agreement. However, it is understood that portions of the Settlement Agreement may be amended, by mutual agreement, as necessary to effectuate the provisions of the MOU if all conditions, requirements, and commitments are satisfied.

The current proposed list of members for the above-referenced working group include the following (subject to discussion/approval by each respective organization):

- Sami Scheetz - Linn County
- Darrin Gage - Linn County
- Ryan Waller - City of Marion
- Grant Harper - City of Marion
- Tyler Olson - City of Cedar Rapids
- Roy Hesemann - City of Cedar Rapids
- Garrett Prestegard - Solid Waste Agency
- Don Gray - Mayor of Central City, ECICOG Board Member

- Quaker Oats - Large Industrial User

**ATTACHMENTS:**

[LCSWA Memorandum of Understanding](#)



**MEMORANDUM OF UNDERSTANDING**  
**Solid Waste Management**

IN THIS MEMORANDUM OF UNDERSTANDING, the City of Marion, Linn County, Iowa will be known as "Marion"; the City of Cedar Rapids will be known as "Cedar Rapids"; Linn County will be known as the "County"; Cedar Rapids Linn County Solid Waste Agency will be known as the "Agency"; Marion, Cedar Rapids, the County and the Agency will be known collectively as the "Parties" and individually as "Party." This Memorandum of Understanding shall be known herein as this "Agreement."

WHEREAS, the solid waste disposal site, commonly known as a landfill, owned and operated by the Agency at 1954 County Home Road, Marion, Iowa (the "Landfill"), is estimated to reach its full capacity in the year 2036 and may not be expanded under existing agreements, noted below; and

WHEREAS, to ensure the long-term sustainability of essential waste management services and to support our region's economic growth, the Parties have determined that it is in their best interests to explore a potential limited expansion of the Landfill; and

WHEREAS, a limited expansion allows the Agency to continue providing vital services to residents and businesses in Linn County, Iowa while responsibly managing costs and ultimately the fees charged to the Landfill's users; and

WHEREAS, the Parties are committed to exploring the potential for achieving a solution that meets both the immediate waste management needs and the long-term prosperity of the region served by the Landfill; and

WHEREAS, the Parties have previously entered into a Settlement Agreement dated January 26, 2006, and filed in Linn County Cases EQCV050427, EQCV050505, EQCV0500607, EQCV050050749, EQCV050785, EQCV050993, EQCV053140, and LACV053611, hereinafter the "Settlement"; and

WHEREAS, notwithstanding the terms of the Settlement, the Agency is requesting that Marion consider permitting an expansion of the Landfill; and

WHEREAS, Marion bears environmental and infrastructural burdens as well as challenges to growth and development resulting from the Landfill; and

WHEREAS, Marion's residents and businesses bear the burden of nuisances caused by the Landfill including but not limited to noise, odor, and dust from vehicles and facility operations, increased mud on the roads from vehicles exiting the Landfill, traffic congestion leading to

increased use of secondary roads in the vicinity of the Landfill, and blowing litter from vehicles accessing the Landfill and from the tipping areas; and

WHEREAS, Marion bears the burden of real costs associated with roadway deterioration from truck traffic to and from the Landfill, added road repairs and infrastructure improvements in the vicinity of the Landfill, leachate and stormwater and sanitary sewer infrastructure strain due to current pipe limitations, and increased staff time for environmental oversite and planning; and

WHEREAS, additional burdens will result from an expansion of the Landfill; and

WHEREAS, a host fee, which is a recognized best practice for similarly situated entities, will help mitigate the aforementioned burdens to Marion and will equitably allocate the additional costs to the Agency rather than to Marion's residents and taxpayers; and

WHEREAS, additional burdens will exist in the Landfill's post-closure timeframe; and

WHEREAS, Marion will consider an expansion of the Landfill provided specific conditions are met by the Agency as enumerated within this Agreement

NOW, THEREFORE IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES as follows:

**1. Recitals.** The foregoing recitals are hereby incorporated in and made a part of this Agreement.

**2. Governance Working Group Formation and Mandate**

The Parties shall promptly form a committee to research and develop recommendations for a new governance structure for the Agency. A new governance structure should strive to fairly represent all municipalities of Linn County and have an optimal balance that includes appropriate representation of policy makers and technical staff. This shall be accomplished through the following steps:

**A. Appointment of Working Group**

On or before \_\_\_\_\_, the Linn County Board of Supervisors shall appoint a representative working group ("Working Group") to research and recommend a governance board that is based off well recognized national best practices and that encourages and facilitates county-wide representation of the regional asset. Prior to appointment, the County shall provide the list of proposed members to Marion and Cedar Rapids for approval. The Working Group shall consist of seven to nine members and shall be comprised of representatives from the following entities or disciplines, with the County ensuring a diverse membership:

- i. East Central Iowa Council of Governments ("ECICOG")
- ii. Marion
- iii. Agency staff
- iv. Consultants/Technical experts
- v. Select Industrial Landfill users

- vi. Other relevant stakeholders, ensuring diversity of community size and demographics.

## **B. Working Group Mandate**

Said Working Group shall make a recommendation to the Parties for a new Agency governance model and structure that meets the following requirements:

- i. The new governance structure shall be inclusive of the communities served by the Agency and shall include specific provisions for representation on the Board of Directors (“Governance Board”) such that no single entity shall constitute a majority or a controlling voting interest of the Board of Directors.
- ii. The new Governance Board shall be responsible for overseeing the Agency, including but not limited to setting policies for Agency operations, determining the strategic direction of the Agency, measuring performance, and holding the Agency accountable when expectations are not met.
- iii. The recommendations shall include expectations for Board Members including but not limited to how they are appointed, term limits, meeting attendance, participation in Board activities, and removal of Board Members who are not meeting expectations.
- iv. The recommendations shall include recommendations for how the Governance Board shall work with Agency staff to determine next steps and strategies to ensure the operational longevity of the Agency and its facilities.
- v. In formulating the recommendations, the Working Group shall consider critical task areas including but not limited to the following:
  - a. Development and implementation of a routine cadence for continuous strategic planning that identifies near-term and long-term actions to be taken and goals to be established to ensure the Landfill’s capacity is maintained, preserved, protected, and extended.
  - b. Establishment of planning and operational metrics for gross tonnage of waste managed for diversion, recycling, and other national best practice metrics for waste management and recycling.
  - c. Establishment of measurable Agency performance targets. Example performance targets may include but are not limited to the following: Development of an integrated solid waste management plan; Establishment of waste diversion goals with measurable milestones, implementation schedules, and budgets; Establishment of a work plan and goals to promote continuous evaluation of technologies/strategies to reduce the rate of capacity consumption (e.g. compaction, diversion, and other).
  - d. Amendments to existing agreements or creation of new by-laws or 28E agreements, that provide a structure for the Agency that allows for the communities served by the Agency to take a more active role in the Agency’s governance and future, ensuring a collaborative approach to a shared sustainable resource.
  - e. Identify other matters not listed in this Agreement that should be researched and considered in the future.

### **C. Adoption of Recommendations:**

- i. **Approval of Recommendations:** The Working Group recommendations shall be finalized by February 27, 2026 then presented to the Parties at the next meeting of each entity. Each Party shall have the option to approve or reject the recommendations. Any Party rejecting the recommendations shall have the option to propose amendments to the Working Group recommendations for consideration by the other Parties. The recommendations shall be approved by Marion, the County and Cedar Rapids, prior to formal adoption by the Agency. Said formal adoption shall include a commitment by the Agency to implement the recommendations.
- ii. **Adoption and Appointment:** The Agency shall adopt a new governance structure consistent with the Working Group recommendations as approved by the County, Marion, and Cedar Rapids and appoint a new Governance Board upon approval by each Party of the host fee and a Future Agreement related to expansion.
- iii. **28E Agreement:** The Parties agree that they shall negotiate and adopt amendments to the current 28E between the parties or a new 28E agreement outlining all of the rights and responsibilities of all affected communities, the recommendations being adopted pursuant to Paragraph C. ii of this Agreement, and any other terms necessary to effectuate said recommendations. Said 28E shall be approved by all parties prior to or simultaneously with the implementation of the new governance structure.

### **3. Host Fee Commitment**

As a condition of Marion's agreement to consider the limited expansion of the Landfill, the Agency agrees to pay Marion a reasonable host fee for the Landfill's expansion to ease the direct environmental, infrastructural, and economic burden that an expanded Landfill places on Marion. Said host fee shall be paid solely by the Agency, and the County, Cedar Rapids, and Marion shall have no obligation or duty to pay or contribute to the host fee. The initial host fee shall be an annual base fee of \$250,000.00 plus a per tonnage rate of \$1.75 per ton of residential waste and \$2.25 per ton for all commercial and industrial waste for all tonnage managed at the Landfill commencing July 1, 2026. The initial host fee shall be for the duration of one year, commencing on July 1, 2026. At the expiration of the initial host fee period, an on-going host fee shall be implemented as agreed upon in writing by Marion and the Agency. The details of said on-going host fee including, but not limited to, the amount, duration, and payment structure shall be set forth in a subsequent agreement described below. Should the initial host fee term expire before Marion and the Agency have agreed to the terms of an on-going host fee, a temporary or interim host free ("interim host fee") shall commence immediately upon said expiration. The interim host fee shall continue until such time as the parties have agreed, in writing, to an on-going host fee. Said interim host fee shall be calculated annually as the initial base fee of \$250,000.00 plus per tonnage rates at a rate of 110% of the per tonnage rates for the previous year. Notwithstanding any provision of this Agreement to the contrary, if Marion does not agree to and take action to authorize expansion of the landfill, the initial host fee and any other future host fee obligation as set forth in this agreement shall terminate, unless the parties otherwise agree, in writing. If the parties agree to delay or postpone any other date in this agreement, the deadline shall be delayed or postponed by the same time period. If Marion has not agreed or taken action due to circumstances beyond Marion's control, including but not limited to action or inaction of another party, additional information uncovered or actions that were not anticipated but are

required as a result of the Working Group's investigation and/or recommendations, a natural disaster or other act of nature that interferes with Marion's ability to hold regular meetings the July 1, 2026 deadline shall not apply.

#### **4. Future Agreement(s) Contingency and Terms**

While the Working Group makes its recommendations regarding Agency governance, the County, Marion, and Cedar Rapids work through approval, and the recommendations are considered for formal adoption by the Agency, the Parties agree to negotiate a future agreement or agreements ("Future Agreement(s)").

A. Expansion Contingency Clause. Marion will not approve a reduction in the 1,800 ft setback as stipulated by the Settlement by 450 ft for a new setback of 1350 ft with ample screening/buffering potentially increasing projected Landfill capacity to its 2044 limit until such time as the Working Group recommendations have been approved by the County, Marion, and Cedar Rapids, and formally adopted and committed to by the Agency. Additional expansions of the Landfill beyond the aforementioned new setback may be considered in the future by Marion and shall be based on the performance indicators provided in Section 2.B.v. a- c of this MOU and other data necessary for Marion to consider future request(s).

Marion will make a final decision relating to expansion simultaneously with the adoption and implementation of the new governance structure. Should the Agency fail to accept the recommendations of the working group and adopt the new governance structure, Marion will cease any consideration of expansion.

B. The Future Agreement(s) will address items including, but not limited to:

- i. The Agency's commitment to and the details of an on-going host fee including but not limited to the calculation of the amount, duration, payment structure, and identification and implementation of criteria-based triggers necessary to offset any actual and perceived negative effects of the Landfill's expansion, including but not limited to natural barriers separating residential development from an industrial area, limitations it creates on residential development because of the flow the Landfill creates due to infrastructure's current pipe size.
- ii. The Agency's commitment to screening and buffering, including but not limited to installation, maintenance, repair, and replacement of the agreed upon screening and/or buffering.
- iii. A provision for the calculation of the host fee using a per-ton rate for all tonnage managed at the Landfill should the Landfill transition into a solid waste transfer station.
- iv. An outline of any additional amendments to the 28E(s), By-Laws, and other legal documents reasonably necessary to effectuate either this Agreement or the Future Agreement(s).
- v. Details relating to the initial expansion and/or any potential future expansions of the Landfill, which shall be based on performance and data.
- vi. Confirmation of date upon which new governance board members will be seated if that is not already addressed.

5. This Agreement does not supersede, replace, or abrogate the Settlement in any manner. However, the parties agree that portions of the Settlement may need to be amended as necessary to effectuate the provisions of this Agreement, which amendments, if any, shall only become effective upon mutual agreement, signed by the Parties.
6. This Agreement may be modified in writing and signed by all Parties.
7. If any part of this Agreement is deemed invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity or enforceability of any other provision.
8. This Agreement shall terminate upon execution of the Future Agreement(s) needed to address the items outlined in Paragraph 4.B. above or by mutual agreement of the Parties. Notwithstanding any other provision of this Agreement, should the Agency fail to adopt and implement a new governance structure as outlined in Paragraph 2.C above or pay the initial or interim host fee as outlined in Paragraph 3 above, any other Party may terminate this Agreement upon thirty (30) days written notice to the Agency.
9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.
10. The Parties have caused this memorandum to be signed, in their names and on their behalf by their duly authorized offices, dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

CITY OF MARION, IOWA

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Nicolas AbouAssaly, Mayor

ATTEST:

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Rachel Bolender, City Clerk

CITY OF CEDAR RAPIDS, IOWA

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Tiffany O'Donnell, Mayor

CEDAR RAPIDS LINN COUNTY  
SOLID WASTE AGENCY

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

ATTEST:

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LINN COUNTY, IOWA

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Kirsten Running-Marquardt, Chair

ATTEST:

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Cedar Rapids City Clerk

ATTEST:

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Linn County Clerk