



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

MEMORANDUM

DATE: July 16, 2021

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, July 21, 2021, Board Meeting

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This month's board meeting is scheduled for Wednesday, July 21, 2021, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6535 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

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

Consent Agenda Items for Approval

7. Resolution 07-21-02 - Approval of Adair County Sanitary Landfill Agreement – Action for Approval

Metro Waste Authority and Adair County Sanitary Landfill entered into an agreement in 2009 for the disposal of all solid waste collected at the Adair County Sanitary Landfill Transfer Station Facility to be transferred to Metro Park West Landfill. The option to extend the agreement was requested in 2019, and a 2-year extension is requested for continued service. The pricing in the extension is based on the previous agreement language and is calculated through the change in the Consumer Price Index – All Urban Consumers Midwest with an additional \$1 increase added each year to cover landfill tipping fee increases that have taken place since the execution of the contract extension. In 2021, price per ton is changing from \$22.32 to \$23.82/ton. In 2022, price per ton will increase to \$25.32/per ton (\$23.82 + \$1.50). Staff recommends approval.

8. Resolution 07-21-03 - Approval of P-59 Material Recovery Facility Change Order 3 – Action for Approval

This change order is to remove large pockets of soil and rock that did not pass a proof roll test in area A and B of the MRF. The soil was replaced with dry three-inch Roadstone in order to provide an adequate pad for concrete placement. The change order is for \$25,346.69. The MRF project is under budget, so this cost can be offset by available project funds. Staff recommends approval.

Regula Agenda Items for Approval

9. Resolution 07-21-04 – Approval of 2021 Caterpillar 836K Landfill Compactor Purchase for Metro Park East Landfill – Action Item
Three bids were received for the purchase of a 125,000-pound class landfill compactor for Metro Park East Landfill. The main function of the unit is to compact waste using a steel drum by shredding, tearing, and pressing together various items in the waste stream. The unit increases compaction rates and maximizes potential airspace volume. Ziegler Cat is the recommended vendor with pricing in the amount of \$1,195,976.00. Although this is not the lowest bid, Metro Waste Authority has had high success with Caterpillar compactors and is currently set up with parts and mechanical experience. Various landfill managers, operators, and auctioneers were interviewed in the assessment process and the unanimous recommendation for this size compactor was Caterpillar. The company has a long-standing history of performance, parts are readily available, and the resale value for future replacement is significantly higher than competitor units. Staff recommends approval.



**Board of Directors
2021 Calendar Year**

**Ron Pogge
Chair**

**David Gisch
Vice-Chair**

Dean O'Connor
Altoona

Mark Holm
Ankeny

Wes Enos
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Ed Kuhl
Norwalk

Dean Cooper
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Ron Pogge
Urbandale

Steve Gaer
West Des Moines

Susan Skeries
Windsor Heights

**Michael McCoy
Executive Director**

**Metro Waste Authority
Board Meeting
July 21, 2021**

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

Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. Masks are recommended. Additional CDC recommendations will be implemented.

Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 8
5. Consideration of Minutes June 16, 2021, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 07-21-01 – Consideration of May 2021, Monthly Expenditures – Action for Approval
7. Resolution 07-21-02 – Approval of Adair County Sanitary Landfill Agreement - Action for Approval
8. Resolution 07-21-03 – Approval of P-59 Material Recovery Facility Change Order 3 - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Item 9

9. Resolution 07-21-04 – Approval of 2021 Caterpillar 836K Landfill Compactor Purchase for Metro Park East Landfill – Action Item
10. Director's Report
11. Chair's Report
12. General Board Discussion and Other Business
13. Correspondence
14. Adjournment

August Executive/Finance Meeting: August 4, 2021, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

August Board Meeting: August 18, 2021, 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

June 16, 2021 Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Ron Pogge, chair, called the Wednesday, June 16, 2021, 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
Mark Holm, Ankeny, In Person
John Edwards, Clive, In Person
Bill Gray, Des Moines, Virtual
David Gisch, Grimes, Virtual
Tom Cope, Johnston, Virtual
Bill Roberts, Mitchellville, In Person
Dean Cooper, Pleasant Hill, Virtual
Rob Sarchet, Polk City, Virtual
Tom Hockensmith, Polk County, Virtual
Ron Pogge, Urbandale, In Person
Bret Hodne, West Des Moines, Virtual
Susan Skeries, Windsor Heights, Virtual

2. Approval of Regular Agenda

Moved by Clive, seconded by Ankeny, to approve the June 16, 2021, board meeting agenda as presented. Motion carried unanimously by voice vote.

3. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 10

Moved by Clive, seconded by Altoona, to approve the Consent Agenda, items 4 through 10. Motion carried unanimously by voice vote.

5. Consideration of Minutes of May 19, 2021, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 06-21-01- Consideration of April 2021, Financial Statement - Action to Receive and File

7. Resolution 06-21-02 - Consideration of May 2021, Monthly Expenditures - Action for Approval

8. Resolution 06-21-03 - Approval of Yard Waste Transportation and Disposal Agreement with KAL Services - Action for Approval
9. Resolution 06-21-04 - Approval of Yard Waste Transportation and Disposal Agreement with City of Pella - Action for Approval
10. Resolution 06-21-05 - Approval of Building Management Contract for Central Office - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 11 through 17

11. Resolution 06-21-06 - Approval of Recommendation of Executive Director's FY 20/21 Review and FY 21/22 Salary Adjustment - Action Item
Moved by Clive, seconded by Altoona, to approve Resolution 06-21-06. Motion carried unanimously by voice vote.

Ron Pogge, chair, reported a committee of six board members reviewed ten surveys that were returned. The surveys indicated an overall performance that exceeded expectations. Pursuant to Michael's Employment Contract, the committee recommended a 4.5% salary increase.

12. Resolution 06-21-07 - Approval of Price Increase for Commercial Compost Purchase - Action Item
Moved by Altoona, seconded by Clive, to approve Resolution 06-21-07. Motion carried unanimously by voice vote.

Michael McCoy, executive director, shared a video of the compost pad at Metro Park East Landfill.

McCoy reported with residential bags and stickers increased earlier this year, the next step to neutralize the cost center for the compost program is to increase the price of compost sales for commercial customers. The cost of sales would increase from \$10.00 to 15.00. Leslie Irlbeck, deputy director, reported donations of compost to our cities and nonprofits will continue.

Irlbeck reported the sales of bulk compost will be temporarily suspended to reconfigure the compost pad to accommodate the new machinery that is scheduled to be delivered later this summer, which will provide the ability to produce compost at a faster rate. Sales are expected to resume in the fall.

Bill Gray, Des Moines, asked how non-compostable items are removed from the yard waste piles. McCoy reported the piles are screened multiple times before selling.

13. Resolution 06-21-08 - Approval of Master Plan Project for Metro Park East and Metro Park West Landfill - Action Item
Moved by Altoona, seconded by Clive, to approve Resolution 06-21-08. Motion carried unanimously by voice vote.

Art Kern, compliance coordinator, reported the master plan for Metro Park East and Metro Park West Landfills will assist with budgeting over the next five to ten years. The

master plan would identify customer needs, landfill sequencing and development, leachate improvements, stormwater management, capping techniques, and end use planning for both landfills.

From four engineering firms considered, Metro Waste Authority recommends HDR Engineering, Inc., for their extensive knowledge of our landfills, and demonstration of specific and innovative approach to site challenges and opportunities. HDR's proposal was under budget and met the requirements of Metro Waste Authority's requested statement of qualification.

14. Discussion – Return to Work/Light Duty Policy
Emily Dobbins, human resources manager, reported over the last five years Metro Waste Authority's workman's compensation claims have steadily increased, which affects the agency's premiums. Working with legal and the unions, staff have put standard practices in place to help mitigate risk. Another step to mitigate the rise is to hire a safety coordinator, which is a budgeted position next fiscal year.
15. Discussion – Material Recovery Facility Cashflow Analysis
Irlbeck reported residential fees are scheduled to stay flat to cover the processing fee's for residential material. Staff is seeking support to negotiate with communities outside of the Curb It! Recycling program in accepting their recycling material.
Matt Stoffel, PFM, discussed the affects commodity pricing has on the cashflow for the material recovery facility.
16. Discussion – Material Recovery Facility Construction Update
McCoy reported the construction is on schedule and on budget.
17. Resolution 06-21-09 - Approval of Internet and Security Hardware for the Material Recovery Facility - Action Item
Moved by Polk County, seconded by Grimes, to approve Resolution 06-21-09. Motion carried unanimously by voice vote.
No discussion.
18. Resolution 06-21-10 - Approval of Wizard and Scale for the Material Recovery Facility - Action Item
Moved by Polk County, seconded by Grimes, to approve Resolution 06-21-09. Motion carried unanimously by voice vote.
No discussion.
19. Resolution 06-21-11 - Approval of Building Agreement with Split Rock for Material Recovery Facility Education Center Exhibits - Action Item
Moved by Polk County, seconded by Grimes, to approve Resolution 06-21-11. Motion carried unanimously by voice vote.
McCoy shared a concept picture of the education center, with a full presentation to follow in July.

20. Closed Session

Moved by Ankeny, seconded by Altoona, to enter closed session at 6:37 pm as provided in Iowa Code 21.5.1(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. No action was taken during the closed session.

A motion was made by Clive, seconded by Altoona, to adjourn closed session at 6:50 pm. Motion carried unanimously by voice vote. The public meeting reconvened at 6:51 pm.

21. Director's Report

The July executive finance meeting will be held at Central Office (300 E. Locust St. Ste. 100, Des Moines, Iowa) on Wednesday, July 7, 2021, at 12:00 pm.

The July board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, July 21, 2021, at 5:45 pm.

22. Chair's Report

No report.

23. General Board Discussion and Other Business

No report.

24. Adjournment

Moved by Clive, seconded by Altoona, to adjourn the June 16, 2021, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:48 pm.

Michael McCoy, Executive Director

Ron Pogge, Chair

**METRO WASTE AUTHORITY
BILLS PAID IN JUNE 2021**

Vendor Name	Services Provided	Amount
ABC PEST CONTROL, INC	Building services	45.00
ABC WIRE SALES CO.	Small tools/supplies	987.50
ABM PARKING	Parking	6,000.00
AFLAC	Insurance premium	476.64
ALAN CAKERICE	Tool Allowance	100.00
ALLENDER BUTZKE ENGINEERS, INC.	Engineering fees	3,335.35
AMERICAN EXPRESS	Waste/Yard collection expense	773,451.88
ANKENY SANITATION	Waste/drop off/contract expens	329,755.71
ARAMARK UNIFORM SERVICES, INC.	Rags/mats/supplies	514.60
ARCHITECTURAL WALL SYSTEMS, LLC	MRF	208,497.25
A-TEC RECYCLING, INC.	Contract disposal	4,208.07
ATLANTIC BOTTLING COMPANY	Office supplies	72.66
AUREON COMMUNICATIONS	Telephone expense	17,151.88
BOMGAARS	Parts/small tools/supplies	163.94
BOOT BARN	Health/safety	1,600.47
BRICK GENTRY P.C.	Legal fees	2,587.00
CAMP TOWNSHIP FIRE DEPT. - HOST FEES	Host fees	3,207.73
CAPITAL CITY EQUIPMENT CO.	Equipment/parts/labor	141.04
CAROLINA SOFTWARE	Computer supplies/maintenance	1,400.00
CENTRAL STATES ROOFING	MRF	19,475.00
CHRISTENSEN DEVELOPMENT 1 LLC	Consulting fees	207,541.75
CITY GARDENS, INC	Site maintenance	5,451.25
CITY OF PERRY	Leachate processing	6,700.35
CITY OF URBANDALE	MWA grant program	25.00
CLEAN DES MOINES, INC.	Janitorial services	1,104.00
CLEAN HARBORS ENV. SERVICE INC	Contract disposal	4,333.68
COMMONWEALTH ELECTRIC COMPANY	Site maintenance	21,722.01
Concrete Technologies Inc.	MRF	240,540.00
CRUISER ELECTRIC LLC	Site maintenance	710.00
DATASHIELD CORP	Recycling expense	161.58
DEERY BROTHERS CHEVROLET INC	Parts/labor	3,502.71
DES MOINES MOBILE WASH, INC	Preventive maintenance	1,691.20
DES MOINES WATER WORKS	Utilities	423.12
DES MOINES, CITY OF	Lease/leachate processing	48,543.94
DIAM PEST CONTROL	Pest control	160.00
ED M. FELD EQUIPMENT COMPANY, INC	Health/safety	125.00
ELECTRONIC ENGINEERING CO.	Parts	261.28
EMSL ANALYTICAL, INC	Asbestos testing	1,056.00
ETC GRAPHICS, INC.	Signage	285.00
EXCEL MECHANICAL CO., INC.	MRF	206,383.70
EXPRESS LAUNDRY	Floor mats	125.00
FAST SIGNS	Trailer wraps	19,921.08
FERRELLGAS	Utilities/equipment fuel	6,013.43
FINISHING TOUCHEZ	Site maintenance	133.00
FIRST CHOICE SERVICES / US COFFEE	Office supplies	401.18
FLYNN WRIGHT	Public information/promotion	5,261.50
FREIGHTLINER OF DES MOINES, INC	Parts	3,984.74
G-NEIL COMPANIES	Office supplies	79.99
GRAHAM CONSTRUCTION CO.	MRF	130,184.67
GREAT BLINDS, LLC	Building services	68.34
GREAT CATERERS OF IOWA	Meetings	560.00
GRIMES, CITY OF	Utilities	412.59
HAWKEYE FIRE & SAFETY CO	Parts	188.00
HEALTHCARE MARKETING MAKEOVERS, LLC	Public information/promotion	700.00
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	Medical insurance	645.00
HIRE QUALITY SOLUTIONS	Temporary labor	1,574.50

HIRE QUEST, LLC	Temporary labor	17,980.07
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maint	349,182.97
HOUSBY MACK, INC.	Parts/labor/preventive maint	15,590.28
INLAND TRUCK PARTS CO.	Parts/labor/preventive maint	85.30
IOWA COMMUNITIES ASSURANCE POOL ADMINISTRATORS	Prepaid insurance	296,690.00
IOWA DES MOINES SUPPLY	Janitorial supplies	427.00
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	Medical insurance	29,271.82
IPERS	Employer's share of IPERS	43,890.06
JACQUELINE WILL	Mileage/expenses	137.42
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	Alarm/detection monitoring	1,890.78
KABEL BUSINESS SERVICES	Employee benefit expense	8,813.26
KABEL BUSINESS SERVICES	Service fees	73.20
KAL SERVICES, INC.	Yard waste collection	1,220.51
LARRY'S WINDOW SERVICE, INC.	Building services	150.00
MAILFINANCE INC	Mailing expense	4,692.08
MANAGEMENT PROFESSIONALS	Property management fee/site maintenance	2,742.92
MCANINCH	MRF	137,777.23
MCMaster-CARR SUPPLY CO.	Leachate maintenance/collectio	15.12
Medina Veletanlic	Miscellaneous	323.00
MHC KENWORTH - DES MOINES	Parts/labor/preventive maint	3,147.75
MIDAMERICA RECYCLING	Curbside processing expense	3,689.14
MIDAMERICAN ENERGY	Utilities	11,368.30
MIDLAND POWER COOPERATIVE	Utilities	1,036.27
MIDWEST AUTO. FIRE SPRINKLER CO.	Building repairs	810.00
MIDWEST WHEEL COMPANIES	Parts	77.12
MURPHY TRACTOR & EQUIPMENT CO.	Preventive maintenance	61.29
NATIONWIDE OFFICE CLEANERS LLC	Janitorial services	304.41
NEESE INC.	Leachate processing	13,005.08
NEWPORT GROUP INC	Consulting fees	2,160.00
NIELSEN, SUSAN	Mileage/expenses	21.28
ODORGON	Parts	23,700.00
O'HALLORAN INTERNATIONAL, INC.	Parts/labor/prev maint	586.68
O'REILLY AUTO PARTS	Parts/small tools/supplies	686.87
PABCO INDUSTRIES, LLC	Yard waste bags	55,952.20
PAIRSOFT	Computer Supplies and Maintenance	840.00
PDM	MRF	25,652.85
PER MAR	Security	137.50
PERFICUT COMPANIES INC	Site maintenance	1,427.40
PETERSON CONTRACTORS, INC.	Contracted fly ash hauler	1,124.10
POMP'S TIRE SERVICE, INC.	Tire/track repairs	6,724.18
PROSPERITY JANITORIAL	Janitorial services	3,488.68
QUALITY STRIPING INC	Site maintenance	540.00
QUICK OIL CO.	Equipment fuel	62,800.47
RED WING SHOE STORE	Health/safety	1,011.96
RELiance STANDARD LIFE	Insurance premium	6,886.52
ROAD MACHINERY & SUPPLIES, CO.	Parts/preventive maintenance	48,496.13
RSM US LLP	Consulting/prof service/dues	11,568.11
RSM US PRODUCT SALES LLC	Computer supplies/maint/fees	9,155.23
SENECA COMPANIES	Leachate collection	1,119.93
SNAP-ON TOOLS	Small equipment	264.48
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	36,841.11
SOUTHEAST POLK COMM SCHOOL-HOST	Host fees	6,415.47
SPLIT ROCK STUDIOS	MRF	15,000.00
SWANA	Dues/subscription/fee	223.00
SYN-TECH SYSTEMS INC	Equipment fuel	61.00
TESTAMERICA LABORATORIES, INC	Environmental monitoring	1,214.35
TIFCO INDUSTRIES	Parts/small tools/supplies	1,193.21
TITAN MACHINERY	Parts	5,108.04
TREASURER STATE OF IOWA	Sales tax	21,523.17
TRI-CITY ELECTRIC CO OF IOWA	MRF	325,987.85
TRUCK EQUIPMENT, INC.	Parts	665.02
TRUENORTH COMPANIES	Dues/subscription/fee	5,000.00

URBANDALE PUBLIC WORKS DEPT.	Yard waste collection	55,503.82
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	8,749.79
VERIZON WIRELESS	Computer supplies/maintenance	382.48
WASTE CONNECTIONS, INC.	Waste collection/tire processi	135,038.88
Waste Management	Waste/yard collection	1,806.74
Waste Management	Waste/yard collection	86.19
WASTE MANAGEMENT (YARD WASTE)	Yard waste collection	25,962.86
WASTE MANAGEMENT OF IOWA	Curbside/drop off/waste coll	362,502.05
WASTEQUIP	Curbside cart expense/repair	8,825.04
WEST BANK	Credit card payment for misc office and travel expenses	15,138.28
WEST BANK	Retirement gift cards	410.00
WEST BANK	Service fees	324.96
WILLIAMSON'S REPAIR	Equipment maintenance	821.51
WOODRUFF CONSTRUCTION, LLC	Cold storage building	90.00
ZIEGLER RENTAL FBO CATD EXCHANGE SERVICES, LLC AS Q.I.	Part/labor/prev maint/subscrip	2,237.12
ZIEGLER, INC.	Part/labor/prev maint/subscrip	17,107.87
Grand Total		4,557,163.07

The MWA Executive Director and the Finance Administrator 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



Joel Etienne, Finance Administrator

Metro Waste Authority Board
Monthly Board Meeting
July 21, 2021
AGENDA ITEM 7

ITEM:

Approval of Adair County Sanitary Landfill agreement.

SUMMARY:

Metro Waste Authority (MWA) and Adair County Sanitary Landfill entered into an agreement in 2009 for the disposal of all solid waste collected at the Adair County Sanitary Landfill Transfer Station to be transferred to MWA's Landfill. Options to extend the agreement for two years were executed in 2017 and 2019. The price increase in the last extension was \$1.00 plus an annual CPI increase.

DISCUSSION POINTS:

The current agreement expired in June 2021. The pricing in the agreement was based on the previous agreement language and was calculated through the change in the Consumer Price Index – All Urban Consumers Midwest with an additional \$1 increase added each year to cover landfill tipping fee increases that have taken place since the execution of the contract extension. The continuation of the previous agreements language result in a price increase of \$2.39 per ton. This rate exceeds previous increases. If the CPI is based on a 20-year average plus \$1.00 per ton, the result would be an increase of \$1.50 per ton. The \$1.50 per ton increase is more in line with previous contracts

STAFF RECOMMENDATION:

Staff recommend approval of Adair County Sanitary Landfill agreement through June 2022 with a tipping fee of \$23.82 per ton.

ATTACHMENTS:

Adair County Sanitary Landfill Agreement

CONTACT:

Jon Penheiter, solid waste administrator, 515.333.4446

**Metro Waste Authority
Amendment to Adair County Sanitary Landfill & Recycling Center Commission
Service Agreement for Disposal of Solid Waste at the
Metro Waste Authority Landfill**

THIS AMENDED AGREEMENT is made and entered into this ____ day of July 2021, by and between Metro Waste Authority, an entity organized pursuant to Section 28E of the Iowa Code, (hereinafter referred to as “MWA”) and Adair County Sanitary Landfill & Recycling Center Commission (“Commission”), an entity organized pursuant to Section 28E of the Iowa Code.

WHEREAS, in June of 2009, the Commission and MWA entered into a Service Agreement for Disposal of Solid Waste at the Metro Waste Authority Landfill (“Original Agreement”) wherein the Commission agreed to dispose of all solid waste collected at the Commissions Transfer Station Facility and transferred to MWA’s Landfill, and to provide all necessary labor and equipment for such disposal; and

WHEREAS, pursuant to Article II of the Original Agreement, the initial term of the Original Agreement was for eight (8) years, and the parties agreed that the initial term could be extended for a total of two separate two -year extensions; and

WHEREAS, the parties have agreed to amend the Original Agreement, pursuant to the terms and provisions, to allow for additional renewal periods, along with adjustments to fees and pricing.

NOW THEREFORE, in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Pursuant to Section 10.05 of the Original Agreement, the parties agree to amend the Original Agreement by revising Section 2.02 to state that “The parties, upon mutual agreement, shall have the option to extend this Agreement by up to four (4) additional two-year extensions—from July 1, 2021 through June 30, 2029.”
2. Attached hereto as Exhibit A—is the schedule of fees and pricing that shall govern from July 1, 2021, through June 30, 2023.
3. All other terms of the Original Agreement shall remain effective and enforceable as written.

METRO WASTE AUTHORITY:

By: Michael McCoy, Executive Director

ADAIR COUNTY SANITARY LANDFILL & RECYCLING CENTER COMMISSION

By: _____

**EXHIBIT A -
OPTION TO EXTEND**

2021 Price - \$23.82

2022 Price - \$25.32 (\$23.82+\$1.50)

Metro Waste Authority Board**Monthly Board Meeting****July 21, 2021****AGENDA ITEM 8**

ITEM:

Approval of P-59 Material Recovery Facility Change Order 3.

SUMMARY:

This change order is to remove large pockets of soil and rock that did not pass a proof roll test in area A and B. The soil was replaced with dry three-inch Roadstone in order to provide an adequate pad for concrete placement.

DISCUSSION POINTS:

In the fall of 2020, McAninch prepared the building pad as specified in the documents and passed compaction tests. Throughout the winter, the soil absorbed moisture and then froze. Once the building was erected and the ground thawed, much of that moisture stayed trapped inside the previously placed soil and rock, creating soft pockets that would not pass a proof roll test. These soft pockets required McAninch to remove the bad soils and replace with material that would compact and provide a suitable structural surface.

STAFF RECOMMENDATION:

Staff recommends approval of the change order since this was outside the scope of McAninch's original contract.

BUDGET REQUIREMENTS:

The cost of the change order is \$25,346.69. The MRF project is below budget, so this cost can be offset by available project funds.

ATTACHMENTS:

Pay Application 9 with Change Order 3

CONTACT:

Michael McCoy, executive director, 515.323.6535

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Metro Waste Authority 12181 University Ave NE Mitchellville, IA 50169-9802	Project: 11170- Metro Waste Authority-MRF Facility	Invoice #: 12095	Application No.: 7	Distribution to: Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/>
From Contractor: McAninch Corporation PO Box 1486 Des Moines, IA 50305-1486	Via Architect:	Period To: 6/17/2021	Project Nos:	
Contract For:		Contract Date:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,381,500.00
2. Net Change By Change Order	\$25,346.69
3. Contract Sum To Date	\$1,406,846.69
4. Total Completed and Stored To Date	\$1,088,812.16
5. Retainage:	
a. 5.00% of Completed Work	\$54,440.68
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$54,440.68
6. Total Earned Less Retainage	\$1,034,371.48
7. Less Previous Certificates For Payments	\$891,213.33
8. Current Payment Due	\$143,158.15
9. Balance To Finish, Plus Retainage	\$372,475.21

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$25,346.69	\$0.00
TOTALS	\$25,346.69	\$0.00
Net Changes By Change Order	\$25,346.69	

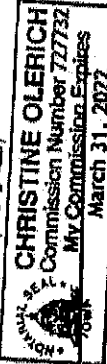
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: McAninch Corporation

By: [Signature] Date: 6-17-21

State of: Iowa
Subscribed and sworn to before me this 17 day of JUN 2021
Notary Public: [Signature]
My Commission expires: 3-31-22

County of: Pott
day of JUN 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$143,158.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on this Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 12095

Contract : 11170- Metro Waste Authority-MRF Facility

Application No. : 7

Application Date : 06/17/21

To: 06/17/21

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (G-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place						
1.01	General Conditions Equip & Labor	38,897.08	23,338.25	0.00	0.00	0.00	23,338.25	60.00%	15,558.83	
1.02	General Conditions Subcontractor	17,560.00	2,985.20	0.00	0.00	0.00	2,985.20	17.00%	14,574.80	
1.03	Site Demo Equip & Labor	5,648.00	5,648.00	0.00	0.00	0.00	5,648.00	100.00%	0.00	
1.04	Site Demo Subcontractor	1,712.00	1,712.00	0.00	0.00	0.00	1,712.00	100.00%	0.00	
1.05	Site Cut/Fill Equip & Labor	3,422.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,422.00	
1.06	Site Staging Labor	58,006.00	43,504.50	5,800.60	0.00	0.00	49,305.10	85.00%	8,700.90	
1.07	Site Staging Material	66,736.00	66,736.00	0.00	0.00	0.00	66,736.00	100.00%	0.00	
1.08	Building Pad Labor	40,107.00	40,107.00	0.00	0.00	0.00	40,107.00	100.00%	0.00	
1.09	Building Pad Material	71,935.00	71,935.00	0.00	0.00	0.00	71,935.00	100.00%	0.00	
1.10	Roads, Lots & Sidewalks Labor	90,685.00	27,205.50	27,205.50	0.00	0.00	54,411.00	60.00%	36,274.00	
1.11	Road, Lots & Sidewalk Materials	175,405.00	52,621.50	70,162.00	0.00	0.00	122,783.50	70.00%	52,621.50	
1.12	Topsoil & Finishing Labor	47,439.00	0.00	9,487.80	0.00	0.00	9,487.80	20.00%	37,951.20	
1.13	Erosion Control Subcontractor	70,607.92	28,243.17	0.00	0.00	0.00	28,243.17	40.00%	42,364.75	
1.14	Survey Layout Subcontractor	8,509.00	8,509.00	0.00	0.00	0.00	8,509.00	100.00%	0.00	
2.01	Sanitary Sewer Equip & Labor	54,848.00	54,848.00	0.00	0.00	0.00	54,848.00	100.00%	0.00	
2.02	Sanitary Sewer Material	12,759.00	12,759.00	0.00	0.00	0.00	12,759.00	100.00%	0.00	
2.03	Sanitary Sewer Subcontractor	15,872.00	15,872.00	0.00	0.00	0.00	15,872.00	100.00%	0.00	
2.04	Storm Sewer Equip & Labor	188,517.00	154,583.94	5,655.51	0.00	0.00	160,239.45	85.00%	28,277.55	
2.05	Storm Sewer Materials	234,490.00	204,006.30	7,034.70	0.00	0.00	211,041.00	90.00%	23,449.00	
2.06	Storm Sewer Subcontractor	7,316.00	7,316.00	0.00	0.00	0.00	7,316.00	100.00%	0.00	
2.07	Water Equip & Labor	54,364.00	54,364.00	0.00	0.00	0.00	54,364.00	100.00%	0.00	
2.08	Water Materials	57,913.00	57,913.00	0.00	0.00	0.00	57,913.00	100.00%	0.00	
2.09	Water Subcontractor	3,912.00	3,912.00	0.00	0.00	0.00	3,912.00	100.00%	0.00	
2.10	Utility Finishing Equip & Labor	13,393.00	0.00	0.00	0.00	0.00	0.00	0.00%	13,393.00	
2.11	Project Closeout	41,447.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,447.00	
CO #3	Interior Slab Core Outs A & B	25,346.69	0.00	25,346.69	0.00	0.00	25,346.69	100.00%	0.00	
Grand Totals		1,406,846.69	938,119.36	150,692.80		0.00	1,088,812.16	77.39%	318,034.53	54,440.68

Metro Waste Authority Board
Monthly Board Meeting
July 21, 2021
AGENDA ITEM 9

ITEM:

Approval of 2021 Caterpillar 836K Landfill Compactor Purchase for the Metro Park East Landfill.

SUMMARY:

Three bids were received for the purchase of a 125,000 pound class landfill compactor for Metro Park East Landfill (MPE). The main function of the unit is to compact waste using a steel drum by shredding, tearing, and pressing together various items in the waste stream. The unit increases compaction rates and maximizes potential airspace volume.

The following bids were received:

- | | |
|--|----------------|
| • Ziegler Caterpillar: Caterpillar 836K Compactor..... | \$1,195,976.00 |
| • Mid Country Machinery: Bomag 1173 Compactor... | \$1,022,536.00 |
| • C&C MFG: Aljon ADV600..... | \$1,028,418.35 |

Ziegler Cat is the recommended vendor with pricing in the amount of \$1,195,976.00. Although this is not the lowest bid, Metro Waste Authority (MWA) has had high success with Caterpillar compactors and is currently equipped with parts and mechanical experience.

DISCUSSION POINTS:

Staff interviewed various landfill managers, operators, and auctioneers in the assessment and the unanimous recommendation for this size compactor was Caterpillar. The company has a long-standing history of performance, parts are readily available, and the resale value for future replacement is significantly higher than the competitors' units.

Those who operate Bomags and Aljon reported negative experiences with parts availability. The shipping rates for the parts often made for expensive repairs and the unpredictable supply chain led to elongated down time. MWA currently owns an Aljon and has had similar issues.

The average resale price for a Caterpillar 836 with 10,000 hours is currently around \$400,000. In comparison, Bomag and Aljon units routinely sell for \$100,000 or less. There is a larger inventory and demand for Caterpillar compactors in this niche market.

STAFF RECOMMENDATION:

Staff recommends approval of the 2021 Caterpillar 836K Landfill Compactor proposal of \$1,195,976.00.

BUDGET REQUIREMENTS:

The Landfill Compactor is budgeted in the FY 21/22 budget. The bid price is under the budgeted amount. The funds are available in the Capital Equipment Fund.

ATTACHMENTS:

- Ziegler Cat Proposal
- 836K Purchase Agreement
- Bomag Proposal
- Aljon Proposal

CONTACT:

Jon Penheiter, solid waste administrator, 515.333.4446



184373-01

June 24, 2021

METRO WASTE AUTHORITYATTN: ACCOUNTS PAYABLE
300 E LOCUST ST STE 100
DES MOINES, Iowa 50309-1864

Attn: Geoff Dickson

Caterpillar Model: NEW 2021 CAT 836K Landfill Compactor

STANDARD EQUIPMENT

POWERTRAIN - Advanced Productivity Electronic Control - Shifting (APECS) - Air to air aftercooler - Brakes, full hyd., enclosed, wet - multiple disc service brakes - Cat clean emission module (insulated) - Electro hydraulic parking brake - Engine, Cat C18 w/ACERT Technology - US EPA T4/EU Stage IV Technology, - Fuel priming pump (electric) - Fuel to air cooler - Ground level engine shutoff - Guard, (3 pc) transmission - Heat Shield, turbo and exhaust manifold - Hydraulically driven demand fan - Integrated braking - Radiator, Next Generation Modular (NGMR) - Separated cooling system - Starting aid (ether) automatic - Throttle lock - Torque converter with lock up clutch - (LUC) - Turbine precleaner, engine air intake - Transmission, planetary, with 2F/2R - speed range control - Underhood ventilation system

ELECTRICAL - Alarm, back-up - Alternator (150-amp) - Batteries, maintenance-free (4-1000CCA) - Converter, 10/15 amp, 24V to 12V - Lighting system, halogen (front & rear) - lighting, access stairway - Starter, electric (heavy duty) - Starter lockout (ground level) - Starting receptacle for emergency start - Transmission lockout (ground level)

OPERATOR ENVIRONMENT - Air conditioner - Cab, sound-suppressed pressurized, - Internal four-post rollover protective - structure (ROPS/FOPS). Radio ready for - (entertainment) includes antenna, - speakers, converter (12-volt 10-15 - amp) 12-volt power port for mobile - phone or laptop connection - Camera, rear vision - Coat and hard hat hooks - Flip-up armrest - Heater and defroster - Horn, electric - Hydraulic controls (floor mounted) - Implement hydraulic lockout - Laminated glass - Light, (dome) cab - Lunchbox and beverage holders - Instrumentation, Gauges: - DEF fluid level - Engine coolant temperature - Fuel level - Hydraulic oil temperature - Speedometer/Tachometer - Torque convertor temperature - Instrumentation, Warning Indicators: - Action alert system, three category - Axle/Brake oil temp. (front) - Brake oil pressure - Electrical system, low voltage - Engine failure malfunction alert and - action lamp - Mirrors, Rearview (externally mounted) - Parking brake status - Radio, CB (ready) - Seat, Cat Comfort (cloth) air suspension - Seat belt, retractable, 76mm (3") wide - STIC Control system with steering lock - Sun visor, front - Tinted glass - Transmission gear (indicator) - Vital Information Management System - (VIMS) with graphical information - display: external data port, - customizable operator profiles - Wet-Arm Wipers/Washers (front and rear) - Intermittent Wipers (front and rear) -

TIRES, RIMS, AND WHEELS - Wheels, Paddle & Plus Tip -

GUARDS - Guards, axle (front and rear) - Guard, cab window - Guards, crankcase and powertrain, - hydraulically powered - Guard, rear fan and grill -

BLADES - Bulldozer arrangement is included in the - standard equipment. Bulldozer blades - are optional. -

FLUIDS - Antifreeze, premixed 50% concentration - of extended life coolant with freeze - protection to -34C (-29F) -

OTHER STANDARD EQUIPMENT - Auto Blade Positioner (ABP) - Counterweight - Demand fan/swing out (hyd. reversible) - Doors, service access (locking) - Ecology drains for engine, radiator, - hydraulic tank - Electronic clutch pressure control & - remote mounted pressure taps - Emergency platform egress - Engine, crankcase, 250 hour interval - with CJ-4 oil - Fuel tank, 793 L (210 gal) - Hitch, drawbar with pin - Hoses, Cat XT(TM) - Hydraulic oil cooler - Hydraulic, steering and brake - filtration/screening system - Oil sampling valves - Product Link - Stairways, fixed-L/R (rear access) - Steering, load sensing - Vandalism protection caplocks - Venturi stack -

MACHINE SPECIFICATIONS

836K LANDFILL COMPACTOR HRC
 AXLES, NO-SPIN FRONT & REAR
 PRECLEANER, DUAL
 HYDRAULICS, STANDARD
 LIGHTS, LED
 CAB, DELUXE
 PRODUCT LINK, CELLULAR PLE641
 FUEL LINES, HEATED
 FUEL TANK, FAST FILL
 WHEELS, DIAMOND TIPS
 GUARD ACTUATION, STANDARD (2V)

STAIRWAY, FIXED (LH & RH)
 STARTING, COLD WEATHER
 HEATER, ENGINE COOLANT, 120V
 RADIO, AM/FM/AUX/USB/BT
 OIL CHANGE SYSTEM, HIGH SPEED
 BLADE, STRAIGHT
 COOLANT, -50C (-58F)
 STRIKER BARS W/CLEANER FINGERS
 SOUND SUPPRESSION
 FIRE SUPPRESSION

SELL PRICE

\$1,195,976.00

WARRANTY

Standard Warranty:	1 Year Unlimited Premier
Extended Warranty:	5 Year/7500 Premier Warranty

F.O.B/TERMS: DES MOINES

ADDITIONAL CONSIDERATIONS

- Fire Suppression and Auto Lube have 1 year warranty




PRODUCT PURCHASE AGREEMENT

DATE Jul 09, 2021

PURCHASER		METRO WASTE AUTHORITY		METRO EAST LANDFILL	
STREET ADDRESS		300 E LOCUST ST STE 100		12181 NE UNIVERSITY AVE, MITCHELLVILLE	
S T A T E	CITY/STATE	DES MOINES, IA	COUNTY	POLK (IA)	IOWA, POLK
	POSTAL CODE	50309-1864	PHONE NO	515-244-0021	
T O	EQUIPMENT		GEOFF DICKSON		
	PRODUCT SUPPORT		GEOFF DICKSON		
INDUSTRY CODE		PRINCIPAL WORK CODE		F.O.B. AT: DES MOINES	
ACCOUNT NUMBER		5785300		PURCHASER PO NUMBER	
		Sales Tax Exemption # (if applicable)		N/A	
(All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	PAYMENT TERMS				
	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE
	PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 836K		YEAR: 2021	
STOCK NUMBER: TBD		SERIAL NUMBER: TBD			
836K LANDFILL COMPACTOR HRC		347-5200	OIL CHANGE SYSTEM, HIGH SPEED		376-1572
AXLES, NO-SPIN FRONT & REAR		368-9306	BLADE, STRAIGHT		314-7311
PRECLEANER, DUAL		552-4210	COOLANT, -50C (-58F)		0P-2411
HYDRAULICS, STANDARD		373-9360	STRIKER BARS W/CLEANER FINGERS		591-2585
LIGHTS, LED		550-0285	SOUND SUPPRESSION		347-5135
CAB, DELUXE		561-6904	FIRE SUPPRESSION		1
PRODUCT LINK, CELLULAR PLE641		578-9006	AUTO LUBE SYSTEM		
FUEL LINES, HEATED		433-3845			
FUEL TANK, FAST FILL		521-5386			
WHEELS, DIAMOND TIPS		457-7890			
GUARD ACTUATION, STANDARD (2V)		347-5285			
STAIRWAY, FIXED (LH & RH)		347-5218			
STARTING, COLD WEATHER		374-6440			
HEATER, ENGINE COOLANT, 120V		374-7404			
RADIO, AM/FM/AUX/USB/BT		452-1394			
YEAR	BILL OF SALE - TRADE-IN EQUIPMENT		SERIAL NO.	SELL PRICE	\$1,195,976.00
				NET BALANCE DUE	\$1,195,976.00
				BALANCE	\$1,195,976.00
PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.					
GROSS TRADE ALLOWANCE					
PAYOUT TO		AMOUNT OWING:			
PURCHASER TO PAYOUT <input type="checkbox"/>		ZIEGLER INC. TO PAY OUT <input type="checkbox"/>			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2					
<input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.			ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here.		
1 Year Unlimited Premier					
5 Year/7500 Premier Warranty					
CSA:					
NOTES					

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

ORDER RECEIVED BY Derek Assman  APPROVED AND ACCEPTED ON _____ PURCHASER
 REPRESENTATIVE METRO WASTE AUTHORITY PURCHASER

BY _____ SIGNATURE _____
 TITLE _____

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. ACCEPTANCE. All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. FINANCING. If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. ADDITIONAL DOCUMENTATION. On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. SHIPMENT. Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. WARRANTY LIMITATIONS. Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. TRADE-IN EQUIPMENT. Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. INTELLECTUAL PROPERTY. A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. ENTIRE AGREEMENT; AMENDMENT. Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, not or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. UCC. All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. COUNTERPARTS. This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

LANDFILL COMPACTOR SPECIFICATIONS

Item 1:	<u>One Bomag BC 1173 RB-5 Non-Ballasted Wheels</u>	\$ <u>917,536</u>
	(Manufacturer's Model Name) <u>Ballasted Wheels</u>	\$ <u>895,618</u>
	Complete and Delivered	
Item 2:	Standard Warranty (1 Year, 2,000 Hours)	\$ Included
Item 3:	Delivery/Training	\$ Included
Item 4:	Total Cost (Items 1 + 2 + 3)	\$ <u>917,536</u>
Item 5:	Extended Coverage Contract (60mo/10,000hrs)	\$ <u>105,000</u>
	(72mo/12,000hrs)	\$ <u>135,000</u>
	TERMS: <u>60/72 Months</u> and/or <u>10,000/12,000 Hours</u>	
	*See Attachment, Includes Everything Under Premier & Powertrain Coverage	
Item 6:	Total Cost with extended (4 + 5)	\$ <u>1,022,536</u>
	(Non-Ballasted Wheels + 60mo/10,000hr Warranty)	
Item 7:	Any exceptions to the specifications labeled "Landfill Compactor Specifications" are noted on Addendum A (Attach separate sheets as needed).	
Item 8:	The standard warranty and/or extended coverage contract, as specified in PART III – BID PROPOSAL. Section 5 – <u>STANDARD WARRANTY</u> and Section 6 – <u>EXTENDED SERVICE CONTRACT</u> of the specifications, are as shown in the warranties and/or by separate letter(s) attached.	
	See Bomag Product Warranty & Bomag Extended Service Protection Plan	
Item 9:	The parts guarantee(s), as specified in PART III – BID PROPOSAL, Section 8 – <u>REPAIR PARTS AND SERVICE</u> of the specifications, on the Landfill Compactor is shown by the separate letter attached.	
Item 10:	The services of a factory trained serviceperson, as specified in PART III – BID PROPOSAL, Section 3 – <u>TRAINING</u> of the specifications, is included in the bid quoted in Item 3.	



LANDFILL COMPACTOR SPECIFICATIONS

Geoff:

In response to the Notice of Letting, I/we hereby propose to sell one (1) Landfill Compactor to be delivered to Metro Park East Landfill. The Landfill Compactor will meet or exceed specifications labeled "Landfill Compactor Specifications" in the attached literature, as follows:

Item 1:	One <u>Aljon ADV600</u> (Manufacturer's Model Name) Complete and Delivered	\$ <u>979,648.94</u>
Item 2:	Standard Warranty	\$ <u>Included</u>
Item 3:	Delivery/Training	\$ <u>Included</u>
Item 4:	Total Cost (Items 1 + 2 + 3)	\$ <u>979,648.94</u>
Item 5:	Extended Coverage Contract	\$ <u>48,769.41</u>
TERMS: <u>60</u> Months and/or <u>10,000</u> Hours		
Item 6:	Total Cost with extended (4 + 5)	\$ <u>1,028,418.35</u>
Item 7:	Any exceptions to the specifications labeled "Landfill Compactor Specifications" are noted on Addendum A (Attach separate sheets as needed).	
Item 8:	The standard warranty and/or extended coverage contract, as specified in PART III – BID PROPOSAL, Section 5 – <u>STANDARD WARRANTY</u> and Section 6 – <u>EXTENDED SERVICE CONTRACT</u> of the specifications, are as shown in the warranties and/or by separate letter(s) attached.	
Item 9:	The parts guarantee(s), as specified in PART III – BID PROPOSAL, Section 8 – <u>REPAIR PARTS AND SERVICE</u> of the specifications, on the Landfill Compactor is shown by the separate letter attached.	