



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

MEMORANDUM

DATE: Friday, March 15, 2024

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, March 20, 2024, Board Meeting

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This month's board meeting is scheduled for Wednesday, March 20, 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 Item

8. **Resolution 03-24-03 – Approval to Award Transfer Station Feasibility Study – Action Item**

The feasibility study will examine the population growth and potential need for placement of a transfer station in the Des Moines Metro Area. Staff recommends approval.

Regular Agenda Item for Approval

9. **Resolution 03-24-04 – Approval of Compactor Purchase for Metro Park East Landfill – Action Item**

Metro Waste Authority received a quote from Sourcewell for the purchase of a 2024 CAT 836 Wheel Compactor for Metro Park East Landfill. The main function of the compactor is to increase compaction rates and maximize potential airspace volume. 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 Pepper
Bondurant

John Edwards
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
March 20, 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

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 February 21, 2024, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 03-24-01 - Consideration of January 2024, Financial Statements – Action to Receive and File
7. Resolution 03-24-02 – Consideration of February 2024, Monthly Expenditures – Action for Approval
8. Resolution 03-24-03 – Approval to Award Transfer Station Feasibility Study – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 9

9. Resolution 03-24-04 – Approval of Compactor Purchase for Metro Park East Landfill – Action Item
10. Discussion: Construction and Demolition Update
11. Director's Report
12. Chair's Report
13. General Board Discussion and Other Business
14. Correspondence
15. Adjournment

April Executive/Finance Meeting: April 3, 2024, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

April Board Meeting: April 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

February 21, 2024, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Rob Sarchet, vice chair, called the February 21, 2024, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Mark Holm, Ankeny – In Person
John Edwards, Clive – In Person
Joe Gatto, Des Moines – In Person
David Gisch, Grimes – In Person
Bryan Burkhardt, Johnston – Virtual
Bill Roberts, Mitchellville – In Person
Ed Kuhl, Norwalk – Virtual
Mark Konrad, Pleasant Hill – In Person
Rob Sarchet, Polk City – In Person
Ron Pogge, Urbandale – In Person
Doug Loot, West Des Moines – In Person
Susan Skeries, Windsor Heights – In Person

2. Approval of Regular Agenda

Moved by Des Moines, seconded by Mitchellville, to approve the February 21, 2024, board meeting agenda as presented. Motion carried unanimously by voice vote.

3. Public Forum

Jim Freese, Representative of the United States Department of Defense and Employer Support of the Guard and Reserve presented the Patriotic Employer Award to Michael McCoy, executive director. Carter Ossman, mechanic at Metro Park East Landfill (MPE), nominated McCoy for this award due to Metro Waste Authority's (MWA) outstanding support before and during his deployment.

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 8

Moved by Clive, seconded by Des Moines, to approve the Consent Agenda, items 4 through 8. Motion carried unanimously by voice vote.

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

6. Resolution 02-24-01 - Consideration of July – December, Financial Statement - Action to Receive and File

7. Resolution 02-24-02 - Consideration of January 2024, Monthly Expenditures - Action for Approval
8. Resolution 02-24-03 - Approval of Pick-up Truck Purchase at Metro Park East Landfill - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 9

9. Resolution 02-24-04 - Approval to Hire Additional Environmental Field Technician at Metro Park East Landfill - Action Item

Andrew Phillips, environmental operations manager, reported this is an approved position in the FY25 budget. Staff are requesting to start the hiring process now as the search can be lengthy and it would be beneficial to have someone in place by Spring 2024. Funds are available in the FY24 budget due to vacancies in previously approved positions.

Moved by Clive, seconded by Des Moines, to approve Resolution 02-24-04. Motion carried unanimously by voice vote.

10. Discussion: Grow Gold Compost Update

Michael McCoy, executive director, reported staff has been evaluating the budget and looking at increases across multiple programs to at least CPI level. MWA is looking to raise the cost of commercial and residential compost purchases.

11. Director's Report

Emily Dobbins, human resources manager, reported MWA has partnered with Southeast Polk Schools Diesel Mechanic Apprentice Program. The first student started at MPE at the beginning of February.

McCoy reported in the coming three to five years, MWA will have to look at the replacement of the mechanic shop, the addition of a second centrally located transfer station and western transfer station, along with wastewater treatment processing. Staff are currently reviewing a study to provide future recommendations.

Leslie Irlbeck, deputy director, introduced Jalon Keigher, office coordinator. Jalon will be communicating more with board members as time progresses.

McCoy reported MWA has received the final report from OSHA. After informal conference and further discovery, the citation was reduced and MWA received a penalty.

Irlbeck reported more information regarding tours for board members will be coming soon. Tours for Metro Recycling Facility and Transfer Stations are anticipated for late March/early April and MPE is anticipated for late spring/early summer.

The March executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, March 6, 2024, at 12:00 pm.

The March board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, March 20, 2024, at 5:45 pm.

12. Chair's Report
No report.

13. General Board Discussion and Other Business
No report.

14. Adjournment
Moved by Clive, seconded by Des Moines, to adjourn the February 21, 2024, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:05 pm.

Michael McCoy, Executive Director

Dean O'Connor, Chair

Metro Waste Authority
Statement of Revenue, Expenses and Change in Net Position
Reported by Line of Business
For the Seven Months Ended 1/31/2024

Revenue by Activity:

Landfills and transfer stations	\$ 24,409,011
Recycling	6,088,340
Contract management - garbage and yard waste	4,489,127
Compost	1,368,569
Office rental	<u>372,648</u>
Total	<u>36,727,696</u>

Expense by Activity:

Landfills and transfer stations	17,372,616
Recycling	7,470,867
Contract management - garbage and yard waste	4,088,607
Compost	2,056,618
Office rental	455,071
Central office	<u>1,903,664</u>
Total	<u>33,347,443</u>

Contribution by Activity:

Landfills and transfer stations	7,036,394
Recycling	(1,382,527)
Contract management - non-recycling	400,520
Compost	(688,048)
Office rental	(82,423)
Central office	<u>(1,903,664)</u>
Total	<u>3,380,253</u>

Investment income (loss)	<u>2,419,391</u>
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Change in Net Position **5,799,644**

Net Position, beginning of year **119,164,649**

Net Position, end of period **\$ 124,964,293**

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**

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	As of 1/31/2024	As of 6/30/2023
Current Assets		
Cash and cash equivalents	\$ 4,983,809	7,724,145
Investments	23,726,560	26,543,299
Accounts receivable	7,037,470	7,777,410
Prepaid expenses, other	92,211	184,748
Inventories	319,367	315,235
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Total current assets	36,159,418	42,544,837
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Assets Whose Use is Limited		
Investments	54,649,767	43,360,403
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Lease Receivables	1,061,580	1,061,580
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Capital Assets	200,959,828	197,909,565
Less accumulated depreciation	111,550,738	106,025,940
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Total capital assets	89,409,091	91,883,625
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Total assets	<u>181,279,855</u>	<u>178,850,445</u>
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Deferred Outflows of Resources		
Pension	(1,249,426)	(1,249,426)
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Current Liabilities		
Current portion of notes payable	2,850,000	2,850,000
Construction costs payable	-	2,944,203
Trade accounts payable	3,009,699	3,707,209
Landfill tax payable	480,578	787,791
Accrued payroll and employee benefits	1,424,999	1,644,215
Other accrued expenses	536,264	349,003
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Total	8,301,540	12,282,421
	<hr/>	<hr/>
Long-term Liabilities		
Notes payable	21,627,138	21,741,909
Accrued landfill closure and post closure care costs	23,249,564	22,524,146
Net pension liability	3,111,888	3,111,888
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Total long-term liabilities	47,988,590	47,377,943
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Total liabilities	<u>56,290,130</u>	<u>59,660,364</u>
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Deferred Inflows of Resources		
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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Net Position		
Net investment in capital assets	64,931,953	64,347,513
Restricted for transfer station closure	320,000	320,000
Unrestricted	59,712,340	54,497,136
	<hr/>	<hr/>
Total net position	124,964,293	119,164,649
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Total Liabilities, Deferred Inflows and Outflows, and Net Position	<u>\$ 181,279,855</u>	<u>178,850,445</u>
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**METRO WASTE AUTHORITY
BILLS PAID IN FEBRUARY 2024**

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VENDOR NAME	COMMENT	TOTAL
A KING'S THRONE, LLC	BUILDING SERVICES	\$ 480.00
ABC PEST CONTROL	BUILDING SERVICES	\$ 99.22
ABM PARKING	PARKING	\$ 6,625.00
ACCESS SYSTEMS	OFFICE PRINTING	\$ 976.66
ADAIR COUNTY SANITARY LANDFILL & RECYCLING CNTR	COMMODITY PURCH - MIXED PAPER	\$ 262.28
AFLAC	INSURANCE PREMIUM	\$ 287.76
AHLERS & COONEY, PC	LEGAL EXPENSE	\$ 474.00
AIR FILTER SALES	BUILDING SERVICES	\$ 230.45
AIRGAS, INC. DBA AIRGAS USA, LLC	EQUIPMENT FUEL	\$ 566.35
AMERICAN FENCE CO.	SITE MAINTENANCE	\$ 4,510.00
AMERICAN MARKING, INC.	OFFICE SUPPLIES	\$ 169.50
ANKENY SANITATION	WASTE/DROP OFF/CONTRACT EXPENS	\$ 791,011.33
ARNEL DUBINOVIC	MILEAGE/EXPENSES	\$ 160.88
A-TEC RECYCLING, INC.	CONTRACT DISPOSAL	\$ 7,850.22
ATHLETICO PHYSICAL THERAPY	CONSULTING	\$ 150.00
ATLANTIC BOTTLING COMPANY	OFFICE SUPPLIES	\$ 582.34
AUREON COMMUNICATIONS	TELEPHONE EXPENSE	\$ 9,941.93
BETTER BUSINESS BUREAU	DUES & SUBSCRIPTIONS	\$ 699.00
BOMGAARS	PARTS/SMALL TOOLS/SUPPLIES	\$ 204.69
BONDURANT, CITY OF	UTILITIES	\$ 110.59
BOOT BARN	HEALTH/SAFETY	\$ 753.28
BRICK GENTRY P.C.	LEGAL FEES	\$ 13,091.50
CAMP TOWNSHIP FIRE DEPT	HOST FEES	\$ 2,059.88
CAPITAL CITY EQUIPMENT CO.	EQUIPMENT/PARTS/LABOR	\$ 179.45
CENTRAL STATES WIRE PRODUCTS, INC	MRF SUPPLIES	\$ 13,459.73
CENTRAL UNITED LIFE INSURANCE	LIFE INSURANCE	\$ 304.44
CENTURY LINK	TELEPHONE EXPENSE	\$ 318.34
CERTIFIED POWER, INC	PARTS/LABOR	\$ 430.97
CFI TIRE SERVICE	TIRES	\$ 25,377.40
CINTAS CORPORATION NO. 2	EMPLOYEE UNIFORM+SHOP SUPPLIES	\$ 366.43
CITY GARDENS, INC	SITE MAINTENANCE	\$ 350.00
CITY OF URBANDALE	MWA GRANT PROGRAM	\$ 9,033.75
CLEAN DES MOINES, INC.	JANITORIAL SERVICES	\$ 1,325.00
CLEAN HARBORS ENV. SERVICE INC	CONTRACT DISPOSAL	\$ 39,386.10
COMPETITIVE EDGE	PUBLIC INFORMATION/PROMOTION	\$ 7,109.68
CONSTRUCTION & AGGREGATE PRODUCTS	LEACHATE MAINTENANCE/COLLECTIO	\$ 12,792.19
CONTROLLED ACCESS OF THE MIDWEST, LLC	SITE MAINTENANCE	\$ 1,185.57
COPY SYSTEMS INC	OFFICE MACHINE REPAIRS	\$ 404.92
CP MANUFACTURING INC	EQUIPMENT	\$ 55,804.61
CPI TECHNOLOGIES, LLC	PHONE SYSTEM	\$ 600.00
CRYSTAL CLEAR	OFFICE SUPPLIES	\$ 171.37
DANIEL HAAG	TRAVEL REIMBURSEMENT	\$ 99.56
DAN'S OVERHEAD DOORS 4	BUILDING REPAIRS	\$ 2,100.43
DATASHIELD CORP	RECYCLING EXPENSE	\$ 571.52
DELTA INDUSTRIES, INC.	THIRD PARTY PARTS & LABOR	\$ 1,241.62
DENMAN & COMPANY, L.L.P.	PROFESSIONAL FEES	\$ 2,500.00
DES MOINES MOBILE WASH, INC	PREVENTIVE MAINTENANCE	\$ 3,459.24
DES MOINES SOLID WASTE	YARD WASTE COLLECTION	\$ 4,377.45
DES MOINES WATER WORKS	UTILITIES	\$ 1,682.76
DES MOINES, CITY OF	LEASE/LEACHATE PROCESSING	\$ 329.64
DIAM PEST CONTROL	PEST CONTROL	\$ 527.00
DIAMOND OIL COMPANY	EQUIPMENT FUEL	\$ 3,525.97
DJ SERVICES LLC	SITE MAINTENANCE	\$ 425.00
DOBBINS, EMILY	MILEAGE/EXPENSES	\$ 131.50
DSM PROPERTY SERVICES LLC	SITE MAINTENANCE	\$ 5,942.50
DUKE AERIAL, INC.	MRF EQUIPMENT RENTAL	\$ 9,815.40
ELECTRICAL ENG. & EQUIP. CO.	PARTS/LABOR	\$ 927.18
ELECTRONIC ENGINEERING CO.	PARTS	\$ 653.20
ELISE SANNY	CAN REDEMPTION	\$ 318.90
EMPLOYEE AND FAMILY RESOURCES, INC	EMPLOYEE BENEFITS	\$ 3,016.44
ETC GRAPHICS, INC.	SIGNAGE	\$ 2,752.50
EXPRESS LAUNDRY	FLOOR MATS	\$ 234.27
FASTENAL COMPANY	HEALTH/SAFETY	\$ 1,098.12
FERGUSON ENTERPRISES LLC	SITE MAINTENANCE	\$ 279.00
FERRELLGAS	UTILITIES/EQUIPMENT FUEL	\$ 17,636.19
FIRST CHOICE SERVICES / US COFFEE	OFFICE SUPPLIES	\$ 269.66
FLYNN WRIGHT	PUBLIC INFORMATION/PROMOTION	\$ 5,903.18
FORCE FITTERS LLC	EMPLOYEE UNIFORM	\$ 1,059.10
FOX VALLEY FIRE & SAFETY CO INC	PARTS/LABOR	\$ 3,250.00
FREIGHTLINER OF DES MOINES, INC	PARTS	\$ 7,454.38
GARRY & CONNIE HOWE	CAN REDEMPTION	\$ 7,430.00
GRAHAM CONSTRUCTION CO.	MRF	\$ 3,986.37
GRAINGER	PARTS/SMALL TOOLS/SUPPLIES	\$ 4,958.69
GRIMES, CITY OF	UTILITIES	\$ 645.16
GRP & ASSOCIATES	CONTRACT DISPOSAL	\$ 3,241.00
HALE TRAILER BRAKE & WHEEL, INC	THIRD PARTY PARTS/LABOR	\$ 28,483.22
HAUPERT ELECTRIC, LLC	CAPITAL BUDGET EXPENSE	\$ 1,726.00
HAWKEYE BIN CLEANING	CART CLEANING	\$ 3,368.00
HAWKEYE TRUCK EQUIPMENT	PARTS	\$ 116.60
HDR ENGINEERING, INC.	ENGINEERING SERVICES	\$ 28,696.27
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	MEDICAL INSURANCE	\$ 645.00
HEIDI BEDIER	CAN REDEMPTION	\$ 492.30
HEIMAN FIRE EQUIPMENT	HEALTH/SAFETY	\$ 8,198.80
HERITAGE BUILDING MAINTENANCE	JANITORIAL SERVICES	\$ 3,252.61
HIRE QUALITY SOLUTIONS	TEMPORARY LABOR	\$ 763.80
HOLICKY BROS LOGISTICS	THIRD PARTY PARTS/LABOR	\$ 10,466.24
HOPKINS & HUEBNER PC	LEGAL EXPENSE	\$ 4,455.00
HOTSY CLEANING SYSTEMS	PARTS/LABOR	\$ 228.00
HOUSBY HEAVY EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 9,711.88

HOUSBY MACK, INC.	PARTS/LABOR/PREVENTIVE MAINT	\$ 6,219.40
HUPP TOYOTALIFT	EQUIPMENT MAINTENANCE	\$ 599.49
INDEED, INC	ADVERTISING	\$ 2,278.90
INLAND TRUCK PARTS CO.	PARTS/LABOR/PREVENTIVE MAINT	\$ 16,708.59
INTEGRITY PRINTING LLC	OUTSIDE PRINTING	\$ 263.50
INTERSTATE ALL BATTERY CENTER	OFFICE SUPPLIES	\$ 162.10
INTERSTATE BATTERY SYSTEM OF DES MOINES	PARTS	\$ 186.00
IOWA COMMUNITIES ASSURANCE POOL ADMINISTRATORS	PREPAID INSURANCE	\$ 412.73
IOWA DES MOINES SUPPLY, INC.	OFFICE SUPPLIES	\$ 65.54
IOWA DES MOINES SUPPLY, INC.	JANITORIAL SUPPLIES	\$ 1,078.64
IOWA DNR	SWAP GRANT 21-G550-08	\$ 1,388.89
IOWA FIRE EQUIPMENT COMPANY	FIRE ALARM/INSPECTION	\$ 1,226.50
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	MEDICAL INSURANCE	\$ 27,171.98
IOWA REGIONAL UTILITIES ASSOCIATION	UTILITIES	\$ 26.61
IOWA STAFFING INC	TEMPORARY LABOR	\$ 8,911.44
IPERS	EMPLOYER'S SHARE OF IPERS	\$ 63,721.76
J. A. KING & CO	SITE MAINTENANCE/PARTS	\$ 8,658.79
JC TOLAND PAINTING, LLC	MRF FIRE RELATED	\$ 24,843.54
JENELLE BARNES	CAN REDEMPTION	\$ 345.10
JIM HAWK TRUCK TRAILERS, INC.	EQUIPMENT/PARTS/LABOR	\$ 4,873.79
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	ALARM/DETECTION MONITORING	\$ 287.17
KABEL BUSINESS SERVICES	EMPLOYEE BENEFIT EXPENSE	\$ 18,110.07
KABEL BUSINESS SERVICES	SERVICE FEES	\$ 42.70
KAL SERVICES, INC.	YARD WASTE COLLECTION	\$ 86.30
KENT FARVER	TEMPORARY LABOR	\$ 2,813.00
KNAPP	SITE MAINTENANCE	\$ 1,927.47
KNAPP	MANAGEMENT FEE	\$ 2,178.70
LARRY'S WINDOW SERVICE, INC.	BUILDING SERVICES	\$ 210.00
LINK HYDRAULIC, INC	PARTS	\$ 2,586.04
LOWES COMPANIES INC.	SUPPLIES	\$ 60.96
LUBE-TECH & PARTNERS, LLC	EQUIPMENT FUEL	\$ 16,951.38
MCANINCH	MRF	\$ 12,105.00
MCCLLOUD & CO, INC	PEST CONTROL	\$ 634.74
MENARDS-ALTOONA	SUPPLIES	\$ 720.67
MENARDS-CLIVE	SUPPLIES	\$ 19.82
MENARDS-GRIMES	SUPPLIES	\$ 837.51
METRO WASTE AUTHORITY	EMPLOYEE RETIREMENT	\$ 355.00
MHC KENWORTH - DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 7,259.64
MID IOWA OCCUPATIONAL TESTING	PRE-EMPLOYMENT	\$ 1,440.00
MIDAMERICAN ENERGY	UTILITIES	\$ 43,970.90
MIDLAND POWER COOPERATIVE	UTILITIES	\$ 2,110.02
MIDWEST WHEEL COMPANIES	PARTS	\$ 1,880.24
MMC CONTRACTORS IOWA, INC.	BLDG REPAIRS/SITE MAINTENANCE	\$ 2,791.01
MOTOR PARTS WAREHOUSE, INC	PARTS/SMALL TOOLS/SUPPLIES	\$ 579.67
MURPHY TRACTOR & EQUIPMENT CO.	PREVENTIVE MAINTENANCE	\$ 93,602.74
NAPA DISTRIBUTION CENTER	PARTS/SMALL TOOLS/SUPPLIES	\$ 44.42
NATIONAL MINERALS CORPORATION	FLY ASH	\$ 40,410.45
NATIONWIDE OFFICE CLEANERS LLC	JANITORIAL SERVICES	\$ 2,047.58
NMC INDUSTRIAL SERVICES, LLC	PARTS/LABOR/PREVENTIVE MAINT	\$ 2,100.10
O'HALLORAN INTERNATIONAL, INC.	PARTS/LABOR/PREV MAINT	\$ 826.55
ONE SOURCE	BACKGROUND CHECKS	\$ 120.90
O'REILLY AUTO PARTS	PARTS/SMALL TOOLS/SUPPLIES	\$ 6,614.02
PACK 0022	CAN REDEMPTION	\$ 304.00
PAYLOCITY	PROCESSING FEE	\$ 4,017.83
PETERBILT OF DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 176,000.00
PRAXAIR DISTRIBUTION INC.	WELDING SUPPLIES	\$ 690.12
QPS EMPLOYMENT GROUP, INC	STAFFING	\$ 77,674.19
QUADIENT FINANCE USA, INC.	MAILING EXPENSES	\$ 1,063.82
QUADIENT LEASING USA, INC.	MAILING EXPENSES	\$ 1,409.82
QUICK OIL CO.	EQUIPMENT FUEL	\$ 216,476.30
RACHEL VANCE	MILEAGE REIMBURSEMENT	\$ 20.79
RDO EQUIPMENT CO.	DUES & SUBSCRIPTIONS	\$ 2,000.00
RED WING SHOE STORE	HEALTH/SAFETY	\$ 369.99
RELIANCE STANDARD LIFE	INSURANCE PREMIUM	\$ 10,406.46
RESULTS GROUP LLC	CONSULTING/PROF SERVICE/DUES	\$ 5,100.00
REXCO EQUIPMENT	THIRD PARTY PARTS/LABOR	\$ 551.61
ROAD MACHINERY & SUPPLIES,CO.	PARTS/PREVENTIVE MAINTENANCE	\$ 179.80
ROCKMOUNT RESEARCH & ALLOYS, INC.	SMALL TOOLS & SUPPLIES	\$ 892.65
ROYAL PALM MARKETING	PUBLIC INFORMATION/PROMOTION	\$ 700.00
RSM US LLP	CONSULTING/PROF SERVICE/DUES	\$ 9,573.46
RSM US PRODUCT SALES LLC	COMPUTER SUPPLIES/MAINT/FEES	\$ 29,401.66
S&S EMPLOYMENT PARTNERS	TEMPORARY LABOR	\$ 556.10
SARAH NOLL WILSON, INC.	CONSULTING	\$ 3,750.00
SCOTT'S AUTO GLASS LLC	PARTS/LABOR	\$ 415.00
SCS ENGINEERS, PC	ENGINEERING SERVICES	\$ 4,309.13
SCS FIELD SVC	ENGINEERING SERVICES	\$ 1,973.31
SIERRA INTERNATIONAL MACHINERY LLC	PARTS	\$ 51.74
SIERRA INTERNATIONAL MACHINERY LLC	CAPITAL BUDGET EXPENSE	\$ 80,227.62
SINK PAPER & PACKAGING	YARD BAG STORAGE/DISTRIBUTION	\$ 78.03
SIOUX CITY TARP, INC	PARTS	\$ 2,036.10
SMART CLEAN LLC	JANITORIAL SERVICES	\$ 1,280.00
SOCIAL SECURITY ADMINISTRATION	EMPLOYER'S SHARE OF FICA	\$ 39,076.43
SOUTHEAST POLK COMM SCHOOL-HOST	HOST FEES	\$ 4,119.75
SPINUTECH	WEBSITE/SOCIAL MEDIA	\$ 892.50
STAR EQUIPMENT LTD	EQUIPMENT RENTAL	\$ 285.00
STATE OF IOWA DEPARTMENT OF INSPECTIONS AND APPEALS	HEALTH & SAFETY	\$ 8,930.00
STEW HANSEN'S DODGE CITY, INC	VEHICLE/MAINTENANCE	\$ 1,263.44
STOREY-KENWORTHY CO.	OFFICE SUPPLIES	\$ 2,030.32
SUMMIT COMPANIES	FIRE EXTINGUISHER	\$ 274.00
SUPERIOR JETTING, INC.	LEACHATE MAINTENANCE	\$ 5,710.00

SYN-TECH SYSTEMS INC	EQUIPMENT FUEL	\$ 42.00
TASTE TO GO CATERING & EVENTS	MEETINGS	\$ 3,061.64
TD HARMS & COMPANY, INC DBA ADVOCACY STRATEGIES, LLC	LOBBYIST FEES	\$ 20,000.00
TEAM SERVICES, INC.	CAPITAL BUDGET EXPENSE	\$ 1,937.22
TESTAMERICA LABORATORIES, INC	ENVIRONMENTAL MONITORING	\$ 1,603.55
THE HOME DEPOT PRO	OFFICE SUPPLIES	\$ 64.82
TIFCO INDUSTRIES	PARTS/SMALL TOOLS/SUPPLIES	\$ 1,707.20
TITAN MACHINERY	PARTS	\$ 3,181.12
TOMPKINS INDUSTRIES, INC.	PARTS	\$ 172.69
TRANSPORT REFRIGERATION, INC.	PREVENTIVE MAINTENANCE	\$ 2,478.56
TREASURER STATE OF IOWA	SALES TAX	\$ 13,594.66
TRI AIR TESTING, INC	ENVIRONMENTAL MONITORING	\$ 229.00
TRI-CITY ELECTRIC CO OF IOWA	MRF	\$ 4,639.95
TROOP 22 - BOYS	CAN REDEMPTION	\$ 521.00
TROOP 223 - GIRLS	CAN REDEMPTION	\$ 1,046.75
TRUENORTH COMPANIES	DUES & SUBSCRIPTIONS	\$ 5,000.00
ULINE	OFFICE SUPPLIES	\$ 1,869.07
UNIFIED CONTRACTING SERVICES INC	THIRD PARTY PARTS/LABOR	\$ 749.02
VAN METER INC	PARTS	\$ 1,166.00
VAN WALL EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 762.09
VANTAGEPOINT TRANSFER AGENTS	EMPLOYER'S SHARE DEFERRED COMPENSATION	\$ 10,084.19
VERIZON WIRELESS	COMPUTER SUPPLIES/MAINTENANCE	\$ 450.29
WALLACE AND BROTHERS LLC	MRF FIRE RELATED	\$ 2,030.00
WASTE CONNECTIONS OF IOWA	CONTRACT MANAGEMENT REVENUE	\$ 13,111.24
WASTE CONNECTIONS, INC.	WASTE COLLECTION/TIRE PROCESSI	\$ 366,310.01
WASTE MANAGEMENT OF IOWA	CURBSIDE/DROP OFF/WASTE COLL	\$ 718,551.60
WASTE SOLUTIONS OF IOWA	BUILDING SERVICES	\$ 3,725.00
WENDY SHERIFF	EMPLOYEE REIMB	\$ 18.36
WEST BANK	CREDIT CARD PAYMENT FOR MISC OFFICE AND TRAVEL EXPENSES	\$ 20,507.22
WEX	FUEL	\$ 2,093.53
WILLIAMSON'S REPAIR	EQUIPMENT MAINTENANCE	\$ 35.61
XENIA RURAL WATER DISTRICT	UTILITIES	\$ 69.15
ZIEGLER, INC.	PART/LABOR/PREV MAINT/SUBSCRIP	\$ 119,664.40
GRAND TOTAL		\$ 3,661,779.43

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
March 20, 2024
CONSENT AGENDA ITEM 8

ITEM:

Award Transfer Station Feasibility Study

SUMMARY:

The feasibility study will examine the population growth and potential need for placement of additional transfer stations.

DISCUSSION POINTS:

The feasibility study will explore additional services beyond garbage, like recycling, yard waste, and potentially a hazardous waste drop-off location.

Four proposals were received in response to the Request for Proposals released December 2023. After reviewing, staff recommend awarding the work to HDR, as it was the lowest, most qualified proposal. HDR's proposal is \$45,975, which is under the budgeted amount of \$150,000.

STAFF RECOMMENDATION:

Staff recommend approval of HDR's proposal for a feasibility study for additional transfer stations.

ATTACHMENTS:

- HDR Inc Proposal.

BUDGET REQUIREMENTS:

The FY24 Capital Expenditures budget includes \$150,000 for a feasibility study for additional transfer stations.

CONTACT:

Andrew Philips, environmental operations manager, 515.250.5411



EXHIBIT A

TASK ORDER

This Task Order represents an Agreement by and between the Metro Waste Authority (MWA), ("OWNER"), and HDR Engineering, Inc. (HDR), ("ENGINEER") in accordance with the Terms and Conditions for Professional Services, dated February 28, 2018. Engineer shall perform services on the project described below as provided herein. This Task Order shall not be binding until it has been properly signed by both parties.

HDR appreciates the opportunity to provide this proposal to MWA for planning services in support of the development of a new transfer station located at the western side of the greater Des Moines, IA area.

PROJECT NAME: MWA Transfer Station Siting Analysis

Upon execution of this agreement, the above listed project name will be included on all subsequent invoices. By signature of this task order, MWA and HDR agree to the acceptability of this arrangement.

Project Scope of Services

Metro Waste Authority | HDR Engineering, Inc.

Project Statement and Objective

The goal of the project is to identify potential sites for a new transfer station to be located at the western side of the greater Des Moines Metro area with the objective of protecting MWA's existing market area of solid waste collection, providing transfer and hauling of solid waste to MWA's landfill facilities and possibly recyclables to the Metro Recovery Facility (MRF), and providing waste collections, hauling, and disposal for communities affected by depletion of the remaining airspace at the South Dallas County Landfill and subsequent closure. Based on financial assurance documentation and annual tonnages reported to the IDNR, this landfill has about 5-7 years of currently permitted airspace remaining (about 217,848 tons of estimated remaining airspace as of 7.1.23, at approximately 30,000-tons per year)

HDR will evaluate population growth, travel distances, urban vs rural location factors, highway and emergency access, and potential for expansion as factors for consideration. Surrounding facilities that serve a similar function will also be evaluated regarding existing tipping fees, years of remaining landfill services, vicinity to other transfer stations, and other key factors identified. The purpose of this scope is to prepare a site analysis study that looks at the cost effectiveness of one transfer station and present implementation considerations associated with such a transfer station. This study will consider target areas for use in undertaking the evaluation but is not anticipated to recommend a specific site.

Scope of Services

Task Series:

- 100 – Project Meetings
 - 200 – Options Evaluation
 - 300 – Siting Analysis Report
-

The following pages outline specific aspects of each task included in this project.

Task 100 Project Meetings

HDR Activities: Upon award of contract, HDR will schedule one (1) in-person project kickoff meeting with MWA staff to review the proposed scope of work, project schedule, data currently available to review, and options to be evaluated. HDR will also focus questions to better understand client needs and expectations associated with the analysis, and identify further factors for consideration for development of the Task 200 Options Evaluation.

At the project kickoff meeting, HDR will collect information necessary to conduct evaluations. Topics include: facility users/program inclusions, types of waste, consideration of recyclables, volumes, haul distances, vicinity to competitors, and more.

HDR will hold one (1) progress meeting with MWA staff related to completion of the options analysis and data collection under Task 200 and to discuss next steps in development of Task 300.

Upon completion of the 100% draft report in Task 300, HDR will conduct one (1) review meeting with MWA to review the report and identify areas of requested revisions. Revisions will be discussed between the MWA and HDR project teams and requested revisions addressed as agreed upon between the project teams prior to issuance of the final report in Task 300.

HDR will provide one (1) high-level power point presentation to present the findings of the final report in Task 300 to the MWA Board of Directors.

Planned Meetings: The following meetings are planned throughout the project:

- Project Kickoff Meeting
- One (1) Progress Meeting
- 100% Draft Final Review Meeting

- Attendance of one MWA board meeting

Deliverables: HDR will prepare agendas and meeting minutes for the above noted meetings.

Key Understandings: With the exception of the kick-off and board meeting, meetings are anticipated to take place virtually in an effort to reduce unnecessary travel expenses and engage HDR facilities experts with MWA staff.

Upon issuance of draft meeting minutes, requests for revisions will be considered for 2-3 business days following issuance of the draft. If no requests for revisions or corrections are made within that timeframe, the minutes will be considered approved and final.

Deliverables will be provided in electronic format (PDF). No hard copies are included within the fee or scope of work.

For the purpose of budgeting, one board presentation is included in the scope of work to be attended by up to two (2) HDR personnel. Additional board presentations may be conducted through the existing on-call services task or an amendment to this task order.

Task 200

Options Evaluation

HDR Activities:

Prepare a series of technical memoranda and reports that address key feasibility considerations. These documents will be submitted in Draft form and finalized based on MWA review comments. The following is a summary and further description of the anticipated documents and their contents. As decisions are made and findings reported, modifications of this outline may be required:

Basis of Evaluation – This will use the list of “key issues and needs” resulting from the Project Kickoff Meeting (Task 100) to describe primary considerations used in undertaking subsequent analysis, including: facility users, waste types, volumes of waste that might be handled at a transfer station, traffic volumes (long-term), and other major aspects to be addressed by such a facility.

Facility Description and Options – This would summarize “key features” associated with an MWA developed transfer station that are relevant to the development of cost opinions for transfer station construction and operation (e.g., conceptual facility sizing, capacity, waste handling requirements, technology, payloads, equipment, integration with existing waste and recyclables management programs, support facilities, etc.). The identified

features and options will be reviewed with MWA for concurrence before cost opinions are prepared.

Conceptual Development – This will use the Basis of Evaluation and Facility Description and Options documents to develop conceptual facility options. The purpose of this evaluation is to assist MWA in determining whether a selected alternative clearly considers all functions, which might be integrated within the transfer station or which might need to be housed on the transfer station site, but in separate facilities.

In the kick-off meeting with MWA (included in Task 100), HDR will review various options for facility arrangements and land requirements for the following options – layout-type drawings are not anticipated:

- Transfer Station – Only Solid Waste
- Transfer Station – Solid Waste and Recyclables
- Transfer Station – Solid Waste plus Limited Processing of Solid Waste
- Multi-Use Facility – Additional component options:
 - Compostable Materials/Yard Waste Facility
 - Hard to Recycle Materials
 - Recyclables Drop-off
 - Citizen/Small Vehicle Drop-off site for Solid Waste

Options will be contrasted with information on projected waste generation centroids and possible service areas (e.g., conceptual site location areas) to assist in determining if options merit further refinement. The evaluation will discuss general/conceptual advantages and disadvantages of co-location other waste reduction/recycling (processing) facility(s).

Options Refinement – MWA, in consultation with HDR, will assist in defining their needs for parking and equipment storage, office and shop facilities, supplies storage, HHW facility, scales, roads, unloading areas, employee areas and other facility requirements. Strategies commonly used to mitigate concerns/issues associated with siting a transfer station will be identified, and based on MWA input, such features will be included in the Economic Evaluation.

Utilizing information in the above listed evaluations and discussion of MWA goals, up to four (4) conceptual facility layouts with associated features will be prepared. These general concepts will be used to help refine economic decisions and implementation options. One of the options is assumed to be only a Transfer Station, as this will be used for the primary Economic Evaluation of cost effectiveness.

Basic implementation and permitting considerations and timing to be utilized in the economic analysis will be summarized in this technical memorandum. This evaluation will be reviewed with MWA for concurrence before cost opinions are prepared.

Economic Evaluation – This will use the Options Refinement and results of preceding analyses and meetings to prepare decision level cost opinions. A conceptual cost opinion will be prepared for direct hauling of waste (haul costs experienced by waste collection firms) to help identify potential cost savings to affected waste haulers, if they use a transfer station.

The economic evaluation will identify/define project development costs: capital, operation & maintenance, and hauling for a Transfer Station and potential alternate facility arrangements identified in Conceptual Development. For purposes of determining the economic viability, it is assumed that MWA is considering constructing only one transfer station. Cost opinions will be compared with current waste disposal user fees and potential cost savings to waste haulers in proximity to the waste generation centroid used in the evaluation.

The economic evaluation will be based on a clearly defined set of assumptions. The cost opinion will include costs for: siting, site acquisition, permitting and approvals, environmental mitigation, aesthetic, engineering and construction and others implementation related matters.

Planned Meetings: No planned meetings beyond those identified in Task 100.

Deliverables: All Draft and Final technical memoranda and reports will be distributed electronically (PDF).

Copies of Final documents will be included in the Task 300 Site Analysis Report.

Key Understandings: HDR will evaluate up to a maximum of four (4) layouts.

Not all waste haulers will experience the same “potential” haul cost savings with using a transfer station. As such, the conceptual cost of direct haul will be assumed to represent a reasonable estimate of the average haul cost savings.

MWA will participate in discussions of options and concepts and provide the direction necessary to complete subsequent evaluations.

If, as a result of any of the listed evaluations, MWA determines that a transfer station is not currently feasible or would not likely be feasible in the long-term, the listed evaluations would be truncated and the Site Analysis Report

(Task 300) would be completed with the information compiled through the time of such a determination.

If appropriate, information provided by other MWA membership community board of director members, on possible synergies in site locations (or site use), will be used to focus the Economic Evaluation of the transfer station on a more specific area, but not necessarily a site-specific cost opinion.

While transfer stations are often discussed in the context of saving money through reduced transportation cost, transfer stations are commonly developed to satisfy several purposes, not all of which are cost savings (e.g., traffic mitigation, user convenience, waste screening, etc.). These considerations will be discussed in the Task 200 evaluations and summarized in the Task 300 Site Analysis Report.

Task 300

Site Analysis Report

HDR Activities:

HDR will prepare a Draft and Final Transfer Station Site Analysis Report, addressing cost effectiveness and actions required for implementation. The description on required actions for implementation assumes such a facility is determined to be cost effective/feasible. The report will consolidate information collected in Tasks 100 and 200, and will also discuss how a transfer station might be integrated with other solid waste management and waste reduction activities operated by MWA.

HDR will consolidate information from Task 200, for use in the site analysis report, and present it in a manner that allows for decision making and establishment of an implementation strategy, to the extent appropriate. Copies of Task 200 documents are anticipated to serve as appendices to the Site Analysis Report.

HDR will prepare additional information for inclusion in the report, focused on implementation considerations including:

- Identifying other key considerations necessary for implementation (driving force, leadership, sites, funding, and waste supply).
- Identifying non-economic benefits associated with selected option(s), and possible issues or impediments (e.g. financial, statutory, etc.) that must be addressed.
- Describing how the transfer station (and possible processing facility) could be used to capture and utilize the value of solid waste, to provide an integrated resource conservation strategy and management system, and to further ensure safe, sound, environmentally responsible waste management practices.
- Identifying possible incentives to encourage use of such a facility, if implemented. Review mechanisms that might be used to attract users

(e.g., contracts, licensing requirements, mandates or other flow control mechanisms).

- Identifying alternative funding and rate/pricing structure that might be used by MWA to attract users.
- Identifying more specific facility siting and permitting considerations, including land area, utilities, access, roadway infrastructure, buffers and visual considerations.
- Refining costs presented in the Task 200 Economic Evaluation, if necessary, to include any subsequently identified implementation considerations.
- Identifying an implementation Schedule/Timeline, showing the critical activities and anticipated timeframes associated with various implementation activities.

The Draft and Final Summary report will contain the following:

- Executive Summary
- Brief description of background and objectives
- Assessment of needs, and advantages and disadvantages
- Description of the of each alternative evaluated
- List of key issues and basis for the facility evaluation
- A description of alternatives considered
- Cost opinion for the select alternative
- Detailed analysis of cost effectiveness/feasibility
- Implementation considerations
- Supporting information to address questions which may be raised in the siting process (opposition to siting), and regulatory approval process, as well as possibly required for the political and social approval processes
- Summary of findings
- Where appropriate, recommendations on a preferred alternative or strategy

Planned Meetings: No planned meetings beyond those identified in Task 100.

Deliverables: Draft and Final Transfer Station Site Analysis Reports will be distributed electronically (PDF).

Key Understandings: The contents of the study listed above may be modified to include or exclude additional evaluation and implementation considerations based on Task 200 findings and discussions with MWA (e.g., reduction in GHG and other air emissions, which is not currently anticipated to be evaluated.).



Project Schedule

HDR is prepared to begin work on this project immediately upon receipt of executed contract. The schedule provided below is based on project award at the February 2024 MWA Board Meeting on February 21, 2024. If project is awarded to HDR beyond February 21, 2024, the schedule will be subject to revision and will be a topic of discussion at the project kickoff meeting. HDR will coordinate availability of project team personnel and resources as necessary to meet scheduled duration. There was no desired date of project completion listed in the request for proposals; however, HDR assumes that MWA's desired timeline is for the project to be complete by the end of May 2024 with presentation planned for the June 2024 Board Meeting. The table below identifies key milestones in the proposed Scope of Services.

Description	Projected Completion Date
Notice of Award	February 21, 2024
Project Kickoff Meeting	March 04, 2024
Review Meeting – Summary of Options Analysis	April 15, 2024
Review Meeting – Draft review of Task 300 Report	May 20, 2024
Submit Final Report under Task 300	May 29, 2024
Presentation to MWA Board	June 19, 2024

Compensation and Fee Schedule

HDR will perform the Scope of Services detailed herein on a time and material basis with a not to exceed (NTE) of \$45,975. A breakdown of our fee by task series is provided as follows:

Task Series Description	Budget
100 – Project Meetings	\$10,858
200 – Options Evaluation	\$23,705
300 – Siting Analysis Report	\$11,412
Total	\$45,975



This Task Order is executed this _____ day of _____, 20____.

Metro Waste Authority

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

BY:

NAME:

NAME:

Matthew B. Tondl

TITLE:

TITLE:

Senior Vice President

ADDRESS:

ADDRESS:

1917 S 67th Street
Omaha, NE 68106

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW AND VENUE

This Agreement is to be governed by the laws of the State of Iowa and any dispute which may arise under this Agreement shall be subject to the applicable federal and state court of competent jurisdiction in Des Moines, Polk County, Iowa.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's

representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. OWNERSHIP OF DOCUMENTS

All data, documents and electronic media (hereinafter referred as "documents") pertaining to the PROJECT collected and prepared under this Agreement, including but not limited to survey notes, reports, design plans, specifications, special studies, records and other data shall become the property of the OWNER upon completion or termination of the services of the ENGINEER. The ENGINEER may make copies of these documents for their records. The OWNER may reuse these documents for other projects at their own risk. The ENGINEER will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modification to the documents from, or through, the OWNER without written authorization of the ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for reasonable and itemized termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only. If the disputed item is not approved by OWNER, it shall be permanently removed from all invoices.

In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all undisputed past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by,

arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

18. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

19. DISPUTES

All disputed between OWNER and ENGINEER will be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, and request the matter be mediated within forty-five days of service of notice. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute.

Metro Waste Authority Board
Monthly Board Meeting
March 20, 2024
AGENDA ITEM 9

ITEM:

Compactor Purchase for Metro Park East Landfill.

SUMMARY:

Metro Waste Authority received a quote from Sourcewell for the purchase of a 2024 CAT 836 Wheel Compactor for Metro Park East Landfill. The main function of the compactor is to increase compaction rates and maximize potential airspace volume.

DISCUSSION POINTS:

This new compactor is a scheduled replacement of one currently in operation. The quote includes a 5-year/ 7,000-hour premier warranty, in addition to the standard manufacturer warranty. Sourcewell's quote is \$1,537,977.49. Funds are budgeted in FY24 Capital Expenditures, including \$1,325,000 for the compactor and additional funds from equipment that won't be purchased in the next two years.

STAFF RECOMMENDATION:

Staff recommend the purchase of the CAT 836 Wheel Compactor from Ziegler Cat at the price of \$1,538,000.

ATTACHMENTS:

- Sourcewell Quote for Ziegler CAT quote: \$1,538,000

BUDGET REQUIREMENTS:

Funds are available in the FY24 Capital Expenditure budget.

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CONTACT:

Brian Wambold, disposal operations manager, 515.333.4447



209647-01

Nov 22nd, 2023

METRO WASTE AUTHORITY
 300 E LOCUST ST STE 100
 DES MOINES, IA 50309-1864

Attn: Brian Wambold

NEW 2024 CAT - 836 Compactor

*****Budget Quote*****

STANDARD EQUIPMENT

POWERTRAIN -Ground level engine shutoff -Heat shield, turbo and exhaust manifold -Hydraulically driven demand fan -Integrated braking -Radiator, Aluminium Modular (AMR) -Separated cooling system -Starting aid (ether) automatic -Throttle lock -Torque converter w/ Lock Up Clutch (LUC) -Transmission, planetary, with 2F/2R -speed range control -Underhood ventilation system

ELECTRICAL -Alarm, back-up -Alternator, 150-amp -Batteries, maintenance-free, 4-1000 CCA -Electrical system, 24V -Ground level lockable master disconnect -switch -Light, warning unswitched (LED strobe) -Lights, front & rear, access stairway, -underhood -Starter, electric (heavy duty) -Starter lockout (ground level) -Starting receptacle for emergency start

POWERTRAIN -Fuel priming pump (electric) -Advanced Productivity Electronic Control -Shifting (APECS) -Axles, Cat Locker differential -Fuel to air cooler -Air to air aftercooler -Brakes, full hyd., enclosed, wet -multiple disc service brakes -Electro hydraulic parking brake -Electronic Clutch Pressure Control -(ECPC) & remote mounted pressure taps -Engine, Cat C18 -Engine Air Intake Filter, Radial Style -

ELECTRICAL -Transmission lockout (ground level) -

OPERATOR ENVIRONMENT --Fuel level --Hydraulic oil temperature --Speedometer/Tachometer --Torque convertor temperature -Lunchbox and beverage holders -Instrumentation, gauges: --Engine coolant temperature -Air conditioner with roof mounted -condenser -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) -and power port -Camera, rear vision -Coat and hard hat hooks -Cab glass, laminated and tinted, -rubber mounted -Cab pre-cleaner, powered -Electro-hydraulic controls -(floor mounted) -Finger tip shifting controls -Flip-up armrest -Heater and defroster -Horn, trumpet -Implement hydraulic lockout -Light, dome (cab) -Instrumentation, warning indicators: --External data port --Customizable operator profiles -Wet-arm wipers/washers (front and rear), -intermittent wipers (front and rear) --Action alert system, three category --Parking brake status --Brake oil pressure --Electrical system, low voltage --Engine failure malfunction alert and -action lamp -Mirrors, heated, rearview (externally -mounted) -Radio, CB (ready) -Premium plus seat containing forced -air heating and cooling, 2-way thigh -adjustment, power lumbar and back -bolster adjustment, ride stiffness -adjustment, dynamic end dampening, -and leather finish -Seat belt, retractable, 76mm (3"), -2-point, minder -Slope Indicate -STIC control system with steering lock -Sun visor (front) -Transmission gear (indicator) -Product Link Elite: --VIMS --Graphical information display -

TECHNOLOGY PRODUCTS -RADIOS -

OTHER STANDARD EQUIPMENT -DEF Injector phase change tank -Ecology drains for engine, radiator, -transmission, hydraulic tank -Emergency platform egress

TECHNOLOGY PRODUCTS -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -<https://dealer.cat.com/en/products/-technology.html> -PRODUCT LINK -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -<https://dealer.cat.com/pl/certification>

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

BLADES -Bulldozer arrangement (no blade) -

OTHER STANDARD EQUIPMENT -Auto Blade Positioner (ABP) -Demand fan/swing out (hyd. reversible) -Doors, service access (locking) -Engine, crankcase, 500 hour interval -with CJ-4 oil -Fuel tank, 793 L (210 gal) -Hitch, drawbar with pin -Hoses, Cat XT(TM) -Hydraulic, engine, and transmission oil -coolers -Hydraulic, steering and brake -filtration/screening system -Oil sampling valves -Oil change system, high speed -Steering, load sensing -Vandalism protection caplocks -Venturi stack -

POWERTRAIN -(front and rear) -

MACHINE SPECIFICATIONS

836 11A LANDFILL COMPACTOR
WEATHER AR, COLD (120V)
PRECLEANER, DUAL
HYDRAULIC, STANDARD
PRODUCT LINK, CELLULAR PLE743
FUEL TANK, FAST FILL
WHEELS, DIAMOND TIPS
GUARD ACTUATION, STANDARD (2V)
STAIRWAY, FIXED (LH & RH)

STRIKER BARS W/CLEANER FINGERS
COOLANT, -50C (-58F)
PREMIUM CORP RADIO (12V)
SOUND SUPPRESSION
BLADE, STRAIGHT
LIGHTS, LED
WIRE CLEAT-GUARD
FIRE SUPPRESSION SYSTEM

SELL PRICE	\$1,788,294.61
SOURCEWELL DISCOUNT	(214,601.51)
BALANCE	\$1,573,744.41

WARRANTY

Standard Warranty:	Standard manufacturer's warranty
Extended Warranty:	5 Years / 7000 Hour Premier Warranty

F.O.B/TERMS: DELIVERED TO MWA