



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

MEMORANDUM

DATE: April 14, 2023

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, April 19, 2023, Board Meeting

.....
This month's board meeting is scheduled for Wednesday, April 19, 2023, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6519 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

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

Consent Agenda Items for Approval

10. Resolution 04-23-02 – Approval of Closeout of P-63 Cell E & Phase 1 Cover Improvements at Metro Park East Landfill – Action for Approval

The work performed under this contract has been inspected and determined complete by authorized representatives of the contractor, engineer, and Metro Waste Authority. Final lien waivers were received March 15, 2023. Staff recommend approval.



**Board of Directors
2023 Calendar Year**

**Dean O'Connor
Chair**

**Rob Sarchet
Vice-Chair**

Dean O'Connor
Altoona

Mark Holm
Ankeny

Bob Peffer
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Brian Baker
Norwalk

Mark Konrad
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Matt Blake
Urbandale

Doug Loots
West Des Moines

Susan Skeries
Windsor Heights

**Michael McCoy
Executive Director**

**Metro Waste Authority
Board Meeting
April 19, 2023**

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

Agenda

4. Call to Order, Roll Call
5. Approval of Regular Agenda
6. 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:

7. Approval of Consent Agenda – Items 8 through 10
8. Consideration of Minutes March 15, 2023, Metro Waste Authority Board Meeting – Action for Approval
9. Resolution 04-23-01 – Consideration of February 2023, Financial Statements – Action to Receive and File
10. Resolution 04-23-02 – Approval of Closeout of P-63 Cell E & Phase 1 Cover Improvements at Metro Park East Landfill – Action for Approval

END CONSENT AGENDA

11. Discussion: Recycling Drop-offs
12. Presentation: Can Redemption
13. Director's Report
14. Chair's Report
15. General Board Discussion and Other Business
16. Correspondence
17. Adjournment

May Executive/Finance Meeting: May 3, 2023, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

May Board Meeting: May 17, 2023, 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

March 15, 2023, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order
The meeting was held at Metro Waste Authority's Central Office. Dean O'Connor, chair, called the March 15, 2023, 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
John Edwards, Clive – In Person
Tom Cope, Johnston – In Person
Bill Roberts, Mitchellville – In Person
Brian Baker, Norwalk – Virtual
Mike Richardson, Pleasant Hill – Virtual
Tom Hockensmith, Polk County – Virtual
Gerald Lane, Runnells- in person – In Person
Brett Hodne, West Des Moines – Virtual
Susan Skeries, Windsor Heights – Virtual
 2. Approval of Regular Agenda
Moved by Clive, seconded by Johnston, to approve the March 15, 2023, 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 9
Moved by Polk County, seconded by Clive, to approve the Consent Agenda, items 4 through 9.
 5. Consideration of Minutes of February 15, 2023, Metro Waste Authority Board Meeting – Action for Approval
 6. Resolution 03-23-01 - Consideration of November 2022, Financial Statement - Action to Receive and File
 7. Resolution 03-23-02 - Consideration of December 2022, Financial Statement - Action to Receive and File
 8. Resolution 03-23-03 - Consideration of January 2023, Financial Statement - Action to Receive and File

9. Resolution 03-23-04 - Consideration of February 2023, Monthly Expenditures - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 10 through 15

10. Resolution 03-23-05 - Approval of Bid for P-64: Metro Park West Cell D Liner and Greene County Landfill Improvements - Action Item
 Michael McCoy, executive director, introduced Austin Broshar, solid waste project manager, with HDR. Austin stated three bids were received for P-64. HDR and staff recommend the lowest bid contractor, CJ Monya, to construct Cell D liner and improvements to the closed section of Green County Landfill.
- McCoy reported the cost of construction and project oversight, is anticipated to be \$500,000-\$700,000 over the budgeted amount of \$3,200,000. Funds are available from budgeted dollars for the discontinued discounts and rebates program.
- Moved by Clive, seconded by Johnston, to approve Resolution 03-23-05. Motion carried unanimously by voice vote.
11. Resolution 03-23-06 - Approval of Construction Oversight, including Construction Quality Assurance (CQA) and Contract Administration (CA), for Metro Park West Landfill Cell D Construction - Action Item
 McCoy reported CQA will provide required oversight as well as contract administration and certification required by the Iowa Department of Natural Resources. Staff is recommending HDR due to their extensive knowledge of the site and project.
- Moved by Clive, seconded by Mitchellville, to approve Resolution 03-23-06. Motion carried unanimously by voice vote.
12. Closed Session
 Moved by Clive, seconded by Johnston, to enter closed session at 6:02 pm as provided in Iowa Code Chapter 20.17.3 to hold a strategy meeting to discuss labor negotiations with employees. No action was taken during the closed session.
- A motion was made by Clive, seconded by Norwalk, to adjourn closed session at 6:20 pm. Motion carried unanimously by voice vote. The public meeting reconvened at 6:20 pm.
13. Resolution 03-23-07 - Approval of a Tentative 3-Year Labor Union Agreement with 3% Increases per Year and Conversion to a PTO Plan – Action Item
 Moved by Clive, seconded by Mitchellville, to approve Resolution 03-23-07. Motion carried unanimously by voice vote.
14. Director's Report
 McCoy reported staff have evaluated the 2nd Saturday Residential Garbage Drop-off at Metro Northwest Transfer Station (MNTS) and recommend they are discontinued. The agency has seen a significant decline in demand and is losing approximately \$4,500 per

event. MNTS will continue to host hazardous waste drop-off on 2nd Saturdays, March through November.

The April executive finance meeting will be held April 5, 2023, at Central Office (300 E. Locust St. Ste. 100, Des Moines, Iowa) at 12:00 pm.

The April board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, April 19, 2023, at 5:45 pm.

15. Chair's Report
No report.

16. General Board Discussion and Other Business
John Edwards, Clive, inquired about recycling drop-offs.

17. Adjournment
Moved by Johnston, seconded by Clive, to adjourn the March 15, 2023, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:34 pm.

Michael McCoy, Executive Director

Dean O'Connor, Chair

Metro Waste Authority Board
Monthly Board Meeting
April 19, 2023
CONSENT AGENDA ITEM 10

ITEM:

Approval of Closeout of P-63 Cell E & Phase 1 Cover Improvements at Metro Park East Landfill

SUMMARY:

The work performed under this contract has been inspected and determined complete by authorized representatives of the contractor, engineer and Metro Waste Authority. Final lien waivers were received March 15, 2023.

DISCUSSION POINTS:

Ryan Central performed the work under this contract. Ryan Central provided final lien waivers on March 15, 2023, to accompany the final application for payment (retainage release). The final application for payment is in the amount of \$587,570.75.

The total cost of the final project cost was \$11,751,415. This is \$248,585 under the budgeted amount of \$12 million.

STAFF RECOMMENDATION:

Staff recommends approval of the closeout and release of the retainage payment to Ryan Central in the amount of \$587,570.75.

BUDGET REQUIREMENTS:

Original Contract Amount: \$12,281,708
Net Change by Change Order 01: (\$530,293)
Revised Final Contract Amount: \$11,751,415

ATTACHMENTS:

- P-63 Final Application for Payment (retainage release)

CONTACT:

Michael McCoy, executive director, 515.323.6535



Ryan Incorporated Central

2700 East Racine Street
PO Box 206
Janesville, WI 53545

Invoice Number: ARI0003267

Invoice Date: 12/31/2022

Contract Admin: Steven Ganong

Regarding: Pay App #08 Retainage

PROJECT

3220.2-Metro Park East Cell E
12181 University Ave NE
Mitchellville, IA 50169

SOLD TO

18980 - Metro Waste Authority
12181 University Avenue NE
Mitchellville, IA 50169
Attention: Mr. Jon Penheiter

Date	Field Ticket Number	Quantity	U of M	Description	Unit Price	Amount
		1	LS	Retainage	587,570.75	587,570.75

Total to Date:	587,570.75
Less Amount Previous Invoice:	0.00
Subtotal:	587,570.75
Less Retainage: 0.00%	0.00
Retainage Reduction:	0.00
Amount Due:	587,570.75

All payments are due upon receipt of invoice. A finance charge of 1.5% per month (18% annual rate) will be added to all past due accounts.



Contractor's Application for Payment No.

8 Retainage

Application Period: 12/1/2022-12/31/2022		Application Date: 12/31/2022	
To (Owner): Metro Waste Authority		From (Contractor): Ryan Incorporated Central	
Via (Engineer): HDR Engineering, Inc.			
Project: MWA P-63		Contract:	
Owner's Contract No.: P-63		Contractor's Project No.: 3220.2	
		Engineer's Project No.: 10343609	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		\$530,293.00
TOTALS		
		\$530,293.00
NET CHANGE BY CHANGE ORDERS		\$ (530,293.00)

1. ORIGINAL CONTRACT PRICE.....	\$	<u>12,281,708.00</u>
2. Net change by Change Orders.....	\$	<u>(530,293.00)</u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>11,751,415.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	<u>11,751,415.00</u>
5. RETAINAGE:		
a. X \$11,751,415.00 Work Completed.....	\$	_____
b. 5% X _____ Stored Material.....	\$	_____
c. Total Retainage (Line 5.a + Line 5.b).....	\$	_____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>11,751,415.00</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>11,163,844.25</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>587,570.75</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	_____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Final lien waivers received 3/15/2023

Contractor Signature

By: Steve Ganong, Contract Admin Date: 12/31/2022

Payment of: \$ **587,570.75**

(Line 8 or other - attach explanation of the other amount)

is recommended by: **HDR** **3/15/23**

(Engineer) (Date)

Payment of: \$ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____

(Owner) (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

For (Contract): MWA P-63 Cell E Phase 1 Cap Improvements			Application Number: 8 Retainage					
Application Period: 12/1/2022-12/31/2022			Application Date: 12/31/2022					
		Work Completed			E	F		G
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Project P-63 Cell E and Phase 1 Cap Improvements								
101 Mobilization, demobilization, and all work not included in Bid Item Nos. 102 through 111								
	Mobilization	\$245,000.00	\$245,000.00			\$245,000.00	100.0%	
	Demobilization	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
	Project Management	\$600,000.00	\$600,000.00			\$600,000.00	100.0%	
	Temporary Facilities	\$50,000.00	\$50,000.00			\$50,000.00	100.0%	
	Bonds & Insurance	\$125,000.00	\$125,000.00			\$125,000.00	100.0%	
	Record Documentation and Surveys	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
	Field Engineering Layout & Control	\$150,000.00	\$150,000.00			\$150,000.00	100.0%	
	Topsoil Stripping	\$175,000.00	\$175,000.00			\$175,000.00	100.0%	
	Fence Removal	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
	Pumping	\$107,000.00	\$107,000.00			\$107,000.00	100.0%	
	Erosion Control/Ditching	\$75,000.00	\$75,000.00			\$75,000.00	100.0%	
	Soils Testing	\$25,000.00	\$25,000.00			\$25,000.00	100.0%	
107 Construct Cell E								
	Exterior Grading	\$495,000.00	\$495,000.00			\$495,000.00	100.0%	
	Seepage Drains CO1	\$42,500.00	\$42,500.00			\$42,500.00	100.0%	
	Groundwater Control System	\$286,000.00	\$286,000.00			\$286,000.00	100.0%	
	Recompacted Clay Liner	\$593,000.00	\$593,000.00			\$593,000.00	100.0%	
	Soils Testing	\$50,000.00	\$50,000.00			\$50,000.00	100.0%	
	Aggregate Testing	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
	Liner Perimeter	\$100,000.00	\$100,000.00			\$100,000.00	100.0%	
	60-mil HDPE Geomembrane	\$600,000.00	\$600,000.00			\$600,000.00	100.0%	
	Liner System Geotextile	\$300,000.00	\$300,000.00			\$300,000.00	100.0%	
	Leachate Collection Line - PVC	\$150,000.00	\$150,000.00			\$150,000.00	100.0%	
	Leachate Collection Line - Coarse Aggregate	\$148,000.00	\$148,000.00			\$148,000.00	100.0%	
	Cable Removal CO1	\$400.00	\$400.00			\$400.00	100.0%	
	TV Inspection of Leachate Lines	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
	Drainage Layer	\$2,400,000.00	\$2,400,000.00			\$2,400,000.00	100.0%	
	12-mil Geomembrane Rain Cover	\$350,000.00	\$350,000.00			\$350,000.00	100.0%	
	Straw Mulch	\$7,000.00	\$7,000.00			\$7,000.00	100.0%	
108 Phase 1 Cover Improvements								
	Site Prep	\$100,000.00	\$100,000.00			\$100,000.00	100.0%	
	Demolition	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
	36" Culvert and Inlet Removal	\$45,000.00	\$45,000.00			\$45,000.00	100.0%	
	Cap Repair	\$100,000.00	\$100,000.00			\$100,000.00	100.0%	
	Waste Exc and Leachate Seeps	\$50,000.00	\$50,000.00			\$50,000.00	100.0%	
	Modifications to 6" Drainage Lines	\$2,000.00	\$2,000.00			\$2,000.00	100.0%	
	Geotextile	\$1,000.00	\$1,000.00			\$1,000.00	100.0%	
	GCL	\$20,000.00	\$20,000.00			\$20,000.00	100.0%	
	Energy Dissipator and Revetment Stone	\$7,000.00	\$7,000.00			\$7,000.00	100.0%	
	Drainage Terraces and Inlets	\$447,000.00	\$447,000.00			\$447,000.00	100.0%	
	Flexamat	\$150,000.00	\$150,000.00			\$150,000.00	100.0%	
	Box Culvert with Wingwalls	\$69,000.00	\$69,000.00			\$69,000.00	100.0%	
	Road Base	\$7,000.00	\$7,000.00			\$7,000.00	100.0%	
	Other Grading/Rills	\$173,000.00	\$173,000.00			\$173,000.00	100.0%	
109 North Access Road								
	Muck Out Basin	\$100,000.00	\$100,000.00			\$100,000.00	100.0%	
	Culverts	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
	Road Base and Paving	\$171,000.00	\$171,000.00			\$171,000.00	100.0%	
	FODS Mats CO1	\$11,500.00	\$11,500.00			\$11,500.00	100.0%	
110 East Access Road								
	Culverts	\$20,000.00	\$20,000.00			\$20,000.00	100.0%	

Progress Estimate - Lump Sum Work

For (Contract): MWA P-63 Cell E Phase 1 Cap Improvements			Application Number: 8 Retainage					
Application Period: 12/1/2022-12/31/2022			Application Date: 12/31/2022					
		Work Completed			E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Grinding of Shingles	\$17,000.00	\$17,000.00			\$17,000.00	100.0%	
	Load Haul and Place Ground Shingles	\$5,000.00	\$5,000.00			\$5,000.00	100.0%	
	Road Base and Paving CO1	\$353,140.00	\$353,140.00			\$353,140.00	100.0%	
	112 Contingency							
	Contingency CO1							
Totals		\$8,977,540.00	\$8,977,540.00			\$8,977,540.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): MWA P-63 Cell E Phase 1 Cap Improvements						Application Number: 8 Retainage						
Application Period: 12/1/2022-12/31/2022						Application Date: 12/31/2022						
A					B	C	D	E	F		G	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description		Item Quantity	Units	Unit Price							Total Value of Item (\$)
Project P-63 Cell E and Phase 1 Cap Improvements												
102	Excavation to East Perimeter Berm CO1		426,320	CY	\$4.60	\$1,961,072.00	426,320	\$1,961,072.00		\$1,961,072.00	100.0%	\$ -
103	Excavation to ABC Stockpile CO1		-	CY	\$5.50							\$ -
104	Excavation to Eastern Access Road		41,461	CY	\$4.00	\$165,844.00	41,461	\$165,844.00		\$165,844.00	100.0%	\$ -
105	Excavation to Owners Operation Stockpile CO1		93,525	CY	\$3.80	\$355,395.00	93,525	\$355,395.00		\$355,395.00	100.0%	\$ -
106	Remove and Replace Unsuitable Soil Below Grade		3,000	CY	\$9.10	\$27,300.00	3,000	\$27,300.00		\$27,300.00	100.0%	\$ -
111	Seeding All Areas		31.2	AC	\$8,470.00	\$264,264.00	31.2	\$264,264.00		\$264,264.00	100.0%	\$ -
Totals						\$2,773,875.00		\$2,773,875.00		\$2,773,875.00	100.0%	\$ -

FINAL WAIVER OF LIEN

STATE OF WISCONSIN \
 COUNTY OF ROCK /

Escrow # _____
 Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Metro Waste Authority
 to furnish Mass excavation sitework
 for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of Five hundred ninety five thousand one hundred sixteen and 79/100...
 (\$595,116.79) Dollars to be paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above - described premises. This waiver has been issued prior to receipt of consideration and was given in trust with the express understanding that it will not be valid until the consideration set forth has been received by Ryan Incorporated Central

Given under our hand below and seal (corporate seal) this
31st day of December, 2022.
 Signature: [Signature] Nancy C. Ryan, Treasurer
Ryan Incorporated Central

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN \
 COUNTY OF ROCK /

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Nancy C. Ryan
Treasurer of the Ryan Incorporated Central

who is the contractor for the Mass excavation sitework work on the
 building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 owned by Metro Waste Authority

That the total amount of the contract including extras is \$11,751,415.00 on which he has received payment of \$11,156,298.21 prior to this payment. That all waivers are true, correct and genuine, and that there is no claim either legal or equitable to defeat the validity of said waivers, except non-payment by the owner as described above. That the following are the names of all parties who have furnished materials or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Ryan Incorporated Central	mass excavation	\$ 11,751,415.00	\$ 11,156,298.21	\$ 595,116.79	\$ (0.00)
TOTAL LABOR AND MATERIALS TO COMPLETE		\$ 11,751,415.00	\$ 11,156,298.21	\$ 595,116.79	\$ (0.00)

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 31st day of December
 (Notary Seal) Signature: [Signature] Nancy C. Ryan, Treasurer
Ryan Incorporated Central

Subscribed and sworn to before me this 31st day of December
 My Commission Expires: 07-14-26 [Signature]



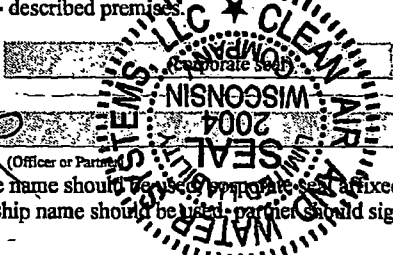

FINAL WAIVER OF LIEN

STATE OF Wisconsin \ SS
 COUNTY OF Waukesha /

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central
 to furnish Geotextile
 for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of One hundred thirty eight thousand forty four and 25/100... (\$138,044.25) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus, machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand below and seal  this 27 day of February, 2023
 Signature: 

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be listed, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin \ SS
 COUNTY OF Waukesha /

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is (name) Matt Sondrol
 (title) Owner/Member of the Clean Air and Water Systems, LLC
 who is the contractor for the Geotextile work on the
 building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 owned by Metro Waste Authority

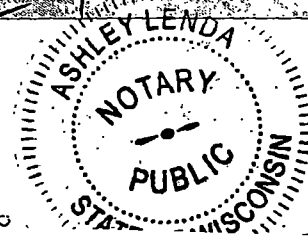
That the total amount of the contract including extras is \$1,274,933.75 on which he has received payment of \$1,136,889.50 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TAKEN FROM FULLY PAID STOCK					
All labor paid in full					0.00
TOTAL LABOR AND MATERIALS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 27 day of February, 2023
 (Notary Seal) Signature: 

Subscribed and sworn to before me this 27th day of February, 2023
 My Commission Expires: 01/29/25 (Notary) 



FINAL WAIVER OF LIEN

STATE OF Nebraska SS

COUNTY OF Douglas

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central to furnish Muck Out Basin for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220) of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of One thousand seven hundred eighty and 00/100... (\$1,780.00) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand below and seal (corporate seal) this 27th day of February, 20 23
Signature: [Signature] (Officer or Partner)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Nebraska SS

COUNTY OF Douglas

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is (name) Jason Armstrong (title) President of the DPS, LLC. who is the contractor for the Muck Out Basin building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220) owned by Metro Waste Authority work on the

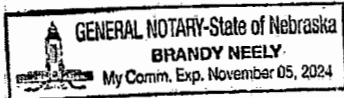
That the total amount of the contract including extras is \$35,600.00 on which he has received payment of \$33,820.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
All labor paid in full					0.00
TOTAL LABOR AND MATERIALS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 27th day of February, 20 23
(Notary Seal) Signature: [Signature] (Officer or Partner)

Subscribed and sworn to before me this 27th day of February, 20 23
My Commission Expires: 11-5-2024 (Notary) Brandy Neely



FINAL WAIVER OF LIEN

STATE OF Indiana \ SS
 COUNTY OF Hamilton /

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central
 to furnish Aggregates
 for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of One thousand seven hundred forty and 02/100... (\$1,740.02) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand below and seal (corporate seal) this
4th day of January, 2023
 Signature: Cynthia Glander Senior Credit Representative
(Officer or Partner)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Indiana \ SS
 COUNTY OF Hamilton /

TO WHOM IT MAY CONCERN:

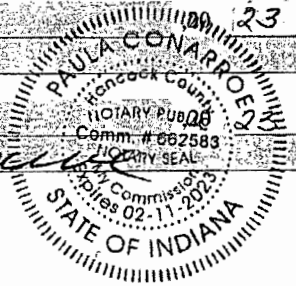
THE undersigned, being duly sworn, deposes and says that he is (name) Cynthia Glander
(title) Senior Credit Representative of the Martin Marietta Materials
 who is the contractor for the Aggregates work on the
 building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 owned by Metro Waste Authority

That the total amount of the contract including extras is \$1,740.02 on which he has received payment of
\$-0- prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: For Invoice #37572033.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
NONE					
All labor paid in full					0.00
TOTAL LABOR AND MATERIALS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 4th day of January
 (Notary Seal) Signature: Cynthia Glander (Officer or Partner)
 Subscribed and sworn to before me this 4th day of January
 My Commission Expires: 2-11-23 (Notary) Paula Conarroe



FINAL WAIVER OF LIEN

STATE OF Iowa /
 COUNTY OF Story /

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central
 to furnish Seed amd TRM
 for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of Ten thousand eight hundred eighty two and 44/100...
 (\$10,882.44) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand below and seal (corporate seal) this
7th day of February, 2023
 Signature: Abigail Sheeks
(Officer or Partner)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF Iowa /
 COUNTY OF Story /

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is (name) Abigail Sheeks
 (title) Project Coordinator of the GreenTech of Iowa, LLC
 who is the contractor for the Seed amd TRM work on the
 building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
 owned by Metro Waste Authority

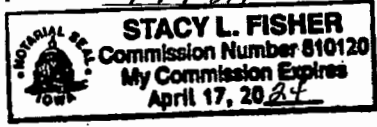
That the total amount of the contract including extras is \$217,648.75 on which he has received payment of
\$ 206,766.31 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
GreenTech of Iowa, LLC	Seed and TRM	\$ 217,648.75	\$ 206,766.31	\$ 10,882.44	\$ -
<u>All material comes from fully paid stock</u>					
<u>All labor paid in full</u>					
TOTAL LABOR AND MATERIALS TO COMPLETE		\$ 217,648.75	\$ 206,766.31	\$ 10,882.44	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 7th day of February, 2023.
 (Notary Seal) Signature: Abigail Sheeks
(Officer or Partner)

Subscribed and sworn to before me this 7th day of February, 2023.
 My Commission Expires: 4-17-24 (Notary) Stacy Fisher



Conditional
FINAL WAIVER OF LIEN

STATE OF GA SS
COUNTY OF GWINNETT

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central
to furnish Pipe/Fittings
for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of Four thousand three hundred ninety four and 00/100... (\$4,394.00) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand below and seal (corporate seal) this 12th day of January, 20 23
Signature: [Signature]
(Officer or Partner)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF GA SS
COUNTY OF GWINNETT

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is (name) Phillip Mitchell
(title) CCS of the Contech Engineered Solutions LLC
who is the contractor for the Pipe/Fittings work on the
building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220)
owned by Metro Waste Authority

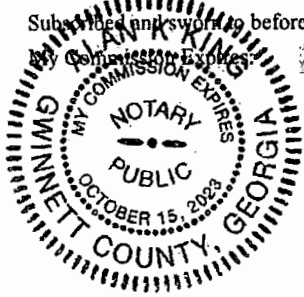
That the total amount of the contract including extras is \$4,394.00 for invoice # 25843553 on which he has received payment of \$ -0- prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: For Invoice #25843553.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
All labor paid in full					0.00
TOTAL LABOR AND MATERIALS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 12th day of January, 20 23
(Notary Seal) Signature: [Signature]
(Officer or Partner)

Subscribed and sworn before me this 12th day of January, 20 23
(Notary) [Signature]



[Signature]

FINAL WAIVER OF LIEN

STATE OF IOWA
COUNTY OF POLK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Ryan Incorporated Central to furnish Surveying for the premises known as Metro Park East Cell E, Polk Co., Mitchelville, IA (3220) of which Metro Waste Authority is the owner.

The undersigned, for and in consideration of Two thousand two hundred fifty four and 00/100... (\$2,254.00) Dollars paid simultaneously herewith, the undersigned does hereby waive and release any and all lien rights to or claim of lien, with respect to and on said above - described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above - described premises.

Given under our hand and seal (corporate seal) this 10th day of February, 2023 Signature: [Signature] President (Officer or Partner)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF IOWA
COUNTY OF POLK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Mark McMurphy (name) President (title) of the Abaci Consulting Inc. who is the contractor for the Surveying building located at Metro Park East Cell E, Polk Co., Mitchelville, IA (3220) owned by Metro Waste Authority work on the

That the total amount of the contract including extras is \$2,254.00 on which he has received payment of \$ -0- prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications: For Invoice #9822.

Table with 6 columns: NAMES, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Row 1: NONE, All labor paid in full, 0.00, TOTAL LABOR AND MATERIALS TO COMPLETE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 10th day of February, 2023 (Notary Seal) Signature: [Signature] President (Officer or Partner)

Subscribed and sworn to before me this 10th day of February, 2023 My Commission Expires: May 17, 2025 (Notary) [Signature]

