

BOARD OF TRUSTEES
Regular Meeting Agenda
205 East State Street
NOVEMBER 21, 2022 12:00 Noon

1. Roll Call
2. Approval of Agenda
3. Public Comment Period
4. **Decision:** Consent Agenda
 - a. Approval of Regular Meeting Minutes of October 17 2022
 - b. Approval of Bill Schedule #718 Totaling \$1,391,885.13
 - c. Departmental Reports
 - d. Approval of accounts with unpaid rates or charges that are eligible to be certified to become a lien upon real estate
5. **Decision:** Review and approval of Monthly Financial Statement, Investment Report and Capital Report
6. **Decision:** Approve 2021-2022 Audit and Direct Publication of Notice of Approval
7. **Decision:** Review and approval of Payment No 4 to Hurst & Sons Contractors Inc. for the South Street Water Main Replacement Project in the amount of \$53,353.68
8. **Decision:** Review and approval of Payment No 1 to J R Stelzer Company for the Water Tower Interior Recoating Project in the amount of \$122,075.00
9. **Decision:** Review and approval of 2022-2023 Capital Improvement Plan amendment
10. **Decision:** Review and approval of proposal from McClure Engineering Company for hydraulic modeling in the amount of \$93,500.00
11. **Decision:** Review and approval of proposal from The Cahoy Group for rehabilitation of Well #3 in the amount of \$48,769.00
12. **Decision:** Review and approval of Contract for Water Service Outside the Corporate Limits of the City of Marshalltown for 2236 Highland Acres Rd
13. **Decision:** Review and approval of Riverside Cemetery Private Well Permit Application
14. **Decision:** Review and approval of Payment No 1 to A-1 Coatings & Roofing, LLC for the 2020 Treatment Plant Roofing Project in the amount of \$81,870.42
15. **Decision:** Review and approval of a one-year contract extension to the Lime Residual Material Removal Project with Wulfekuhle Injection & Pumping in the amount of \$183,690.59
16. **Closed Session:** *Pursuant to Section 20.17 Subsection 3 of the Code of Iowa concerning Strategy Meeting of the Public Employer for Collective Bargaining Purposes*
17. Set date and time for next regular meeting

**MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES
REGULAR BOARD MEETING
OCTOBER 17, 2022 12:00 Noon
205 East State Street**

1. ROLL CALL: PRESENT: Trustees: Mack, Young, Eilers
ABSENT: None

2. There was discussion as to the need for a closed session for the collective bargaining purposes. Trustee Mack motioned that the agenda be approved with removal of Item 9 Closed Session. The motion was seconded by Trustee Young.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

3. Public Comment Period – There were no members of the public present and General Manager Lovell reported that no written comments had been received. The meeting was paused at this time for presentation of the Fuller Award to General Manager Lovell. The meeting resumed at 12:35 p.m.

4. There was a motion by Trustee Young to approve the Consent Agenda: Approval of Regular Board Meeting Minutes of September 20, 2022; Approval of Bill Schedule #717 totaling \$2,052,216.19; Departmental Reports; Approval of accounts with unpaid rates or charges that are eligible to be certified to become a lien upon real estate. There was a second by Trustee Mack.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

5. The Board reviewed the monthly financial statement, investment report and capital report. There was a motion by Trustee Young and a second by Trustee Mack to approve the reports and place them on file.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

6. The Board reviewed bids for November 1, 2022 thru April 30, 2023 chemicals for the Water Treatment Plant. There was a motion by Trustee Eilers and a second by Trustee Young to approve and award the Fluorosilicic Acid to Hawkins Water Treatment Group at \$4.70/gal for 6 months and \$4.90/gal for the subsequent 6 months; Sodium Hexametaphosphate to Carus Chemical LLC at \$307.00/cwt for 6 months and \$315.00/cwt for the subsequent 6 months; and Liquid Sodium Hypochlorite to Hawkins Water Treatment Group at \$2.05/gal for 6 months and \$2.25/gal for the subsequent 6 months.

TABULATION OF BIDS FOR 2021-2022 CHEMICALS FOR MARSHALLTOWN WATER WORKS

BIDDER NAME	BID TIME FRAME	FLUOROSILICIC ACID	SODIUM HEXAMETAPHOSPHATE	LIQUID SODIUM HYPOCHLORITE
Carus Chemical LLC	1 year	No bid	\$315.00/cwt	No bid
	6 months	No bid	\$307.00/cwt	No bid
Chem-Sult	1 year	\$4.99/gal	No bid	No bid
	6 months	No bid	No bid	No bid
Hawkins Water Treatment Group	1 year	\$4.90/gal	No bid	\$2.05, \$2.25/gal
	6 months	\$4.70/gal	No bid	\$2.15/gal

Univar Solutions USA	1 year	No bid	No bid	No bid
	6 months	No bid	No bid	No bid
DPC Industries	1 year	No bid	No bid	No bid
	6 months	No bid	No bid	No bid
Sterling Water Technologies	1 year	No bid	No bid	No Bid
	6 months	No bid	\$339.8896/cwt	No Bid

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

7. The Board reviewed Revision No 1 from Automatic Systems for Contingent Item Additions for the PLC Upgrade Project in the amount of \$51,840.00. There was a motion by Trustee Mack and a second by Trustee Young to approve Revision No 1 from Automatic Systems for Contingent Item Additions for the PLC Upgrade Project in the amount of \$51,840.00.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

8. The Board reviewed Payment No. 3 to Hurst & Sons Contractors Inc. for the South Street Water Main Replacement Project in the amount of \$194,118.34. There was a motion by Trustee Mack and a second by Trustee Young to approve Payment No. 3 to Hurst & Sons Contractors Inc for the South Street Water Main Replacement Project in the amount of \$194,118.34.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

The Board set the date for the next regular Board meeting as November 21, 2022 at noon at the Marshalltown Water Works office at 205 E State St.

The Board adjourned.

Respectfully submitted,

Shelli Lovell
Secretary

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 718
BILLS TO BE PAID
OCTOBER 2022**

API Solutions, LLC	slaker repair	2,405.92
Arnold Motor Supply	antifreeze,oil,oil filters,pry bar,gloves, rivet,bolt cutter,body ripper,funnel, ratchets	319.83
B & G HVAC Inc	repair heat	105.00
Brown Winick Law	legal services	3,257.50
Central Iowa Distributing	tissue,towels,scented blocks	366.00
Central Iowa Machine Shop	repair key	37.50
Central Iowa Towing & Recovery	wrecker service	2,730.00
Christie Door	door opener repair	562.50
Column Software PBC	public notification	165.99
Computer Resource Specialists	reviewed and changes to security DNS, printer repair,handled Cyber Security info	90.00
CTI Ready Mix	concrete - leak repairs	2,250.51
Des Moines Water Works	leak detection service	525.00
Ethanol Products LLC	CO2	4,615.17
Fastenal Company	bolts,fitting for pump,marking paint	104.82
Ferguson Waterworks	meters	79,055.00
Fisher Scientific Company LLC	lab supplies	544.81
Grainger	slaker parts,mixer parts	528.44
Hach Company	lab supplies,probe	5,662.30
Hawkins Inc	CL2,fluoride	7,820.45
HDR Engineering Inc	engineering services-treatment train, pilot,membrane train,water tower interior recoating	169,438.66
Home Rental Center & Sales Co	skid loader & barricades	460.00
Iowa Rural Water Association	membership	375.00
John Deere Financial T	plug,hose,sprayer,markers,boots(5), gloves,air hammer,syringe,spray bottle,knit hats,tank,towels,snow fence, batteries	1,267.65
KB Underground	backhoe hours,meter valve replaced, crimped & cut service,curb stop repairs	6,933.00
Marco Technologies	assistance with copier/scanner	38.75
McAtee Tire Sales	tire repair	60.00

McClure Engineering	engineering services	5,400.00
Menards	towels,USB cable,nut driver set,pliers, wrench set,channellock,saw blades, hex nuts,connector,trash can,lid,pail, brushes,repair parts for slaker,hose barb,tee,elbow,nipples,valve,bushings, adaptor,recip blade kit,pump repair, fir,pipe,ball valve,lumber,gloves,screws, fence repair supplies,outlet,hammer, retrieving magnet,square,spout,concrete tool,utility knife,lockpin,safety glasses, handle,paint,wrenches,pan,filters,tape, valve,air freshener,tripod,headlamp, concrete mix,gas can,forming stakes, concrete placers,batteries,pump,shovel, u-post,dryer sheets,hose clamp	2,283.86
Merrick Industries Inc	10" screen with ethernet	2,917.71
Minute Man Inc	pens,paper,card stock,safety clothing, stamp pad,index cards,folders,perm markers,highlighters,water deposit books, service contracts,planners, receipt paper	1,756.43
Mississippi Lime Company	lime	27,446.37
Municipal Supply Inc	valve box extentions	2,671.87
Nikkel & Associates, Inc	conduit & transfer switch for State St generator	2,946.19
Optimal Overhead Doors & Openers	garage door opener repair	165.00
Plumb Supply	ball valve,hacksaw,battery,maintenance kit	1,053.82
PR Diamond Products Inc	ductile pipe dry cutter	1,120.00
Rapids Reproductions Inc	plotter repair	370.00
Rasmusson Service Center	hydraulic leak,labor,oil,hydraulic hose, axle	13,277.15
Safety Solutions	safety meetings	625.00
Spahn & Rose Lumber Co	lumber.bull float	122.39
Star Equipment LTD	rent-excavator & buckets	5,175.00
State Hygienic Laboratory	contract lab services	80.50
Strands	brush & safety red paint	104.89
Terracon Consultants, Inc	geotechnical services	23,600.00
Trane U S Inc	compressor,temp control	12,430.00
Tyler Technologies Inc	annual fee & credit card machines	1,418.00
Total		394,683.98

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 718
BILLS PAID
OCTOBER 2022**

Aflac	employee deduction	343.34
Alliant Energy	gas & electricity	108.39
Alliant Energy	gas & electricity	42,569.42
Alliant Energy	gas & electricity	2,216.98
American Express	credit card services	1.00
American Express	credit card services	103.77
Cardmember Services	employee class,sanitizer,memory stick, hooks,registrations,webinar,1st aid supplies,cleaner,e-mail	1,799.51
Cardmembers Services	Godaddy,gloves,fire nozzle,cork board,travel,fire hose,backup batteries,misc office supplies	2,063.23
City of Marshalltown	sewer receipts - Sept 2022	420,923.94
City of Marshalltown	storm sewer receipts - Sept 2022	98,518.51
City of Marshalltown	Landfill receipts Sept 2022	10,959.31
Consumers Energy	electricity	67.23
Deborah McElroy	mileage	123.75
Delta Dental of Iowa	employee dental insurance	360.28
Edward A Phillips	deductible paid	216.10
Health Savings Account	employee deductions	195.00
Health Savings Account	employee deductions	195.00
Heart of Iowa Communications	phone & internet services	517.93
Hurst & Sons	Payment #3 South St	194,118.34
Internal Revenue Service	withholding taxes	14,799.75
Internal Revenue Service	withholding taxes	15,124.94
Iowa Association of Water Agencies	IAWWA annual dues	936.94
Iowa One Call	One Call services	278.20
IPERS	employee pension	10,525.10
Isolved Benefit Services WDM	employee deductions	216.34
Jeffery Mahoney	deductible paid	364.00
Jerry Young	board of trustees compensation	75.00
Kim Carter	office cleaning Sept 2022	500.00
Laura Eilers	board of trustees compensation	75.00
Laura Nordstrom	deductible paid	64.36

Marshall County Engineers Office	fuel - Sept 2022	2,913.01
Marshalltown Area United Way	employee contributions	32.00
Marshalltown Water Works	storm sewer	172.00
Mary Bowen	deductible paid	90.00
Merchant Services	credit card services office	99.71
Merchant Services	credit card services web/phone	110.31
Moler Sanitation	garbage service	107.50
Pat Willey	deductible paid	1,091.56
payroll	payroll	39,896.62
payroll	payroll	40,466.97
Pitney Bowes Bank Inc Res	postage	3,500.00
Reliance Standard Life Ins Co	employee life insurance	1,700.82
Stone Sanitation	garbage service	164.30
Tom Mach	board of trustees compensation	75.00
Treasurer State of Iowa	water service excise tax	32,254.62
Treasurer State of Iowa	sales tax	10,984.39
Treasurer State of Iowa	state tax withholding	4,918.00
Tyler - Paymenttech	credit card services office	757.75
Tyler - Paymenttech	credit card services web/phone	2,324.65
United Bank & Trust	returned Nacha	122.99
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	103.36
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned check	67.16
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	133.75
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension 3,301.95 + 5,000.00	8,301.95
United Bank & Trust	returned Nacha	170.22
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	1,717.28
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	1,911.03
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension 3,167.94 + 5,000.00	8,167.94
UP	postage	10.87

UPS	postage	10.88
US Cellular	cell phone service	66.46
Wellmark Bluecross Blue Shield	employee health insurance	16,177.31
Donovan Ramsey	deposit returned	22.07
Laura E Hutchens	deposit returned	12.44
Hasna Jabit	deposit returned	34.98
Leon C Drayton	deposit returned	73.61
Isaiah Moore	deposit returned	7.24
Amanda D Summerfield	deposit returned	27.74
Total		997,201.15

**CUSTOMER SERVICE
MONTHLY REPORT
FOR THE MONTH OF
October 2022**



ACTIVITY	THIS MONTH	THIS MONTH LAST YEAR	2022-2023 FISCAL YEAR
SERVICE CALLS	222	582	1054
METERS REPAIRED	0	0	0
REPLACED FROZEN METER	0	0	15
DELINQUENT TAGS	182	248	919
METER SET	0	0	21
TURN OFF FOR NON PAYMENTS	65	51	359
READ AND LEAVE ON - OCCUPANT CHANGE	108	116	480
	577	997	2848

DISTRIBUTION
Marshalltown Water Works
Board Report
November 22nd, 2022

PROJECTS

1. Washington Street - Replace 6" water main with 8" from 6th to 9th Street
 - a. Project completed - All services have been installed and old watermain has been killed
2. City Storm Sewer Project- Realign water main as needed
 - a. The last of the water main reroutes have been completed for this project
3. 5th and 6th Avenue – Replacement of water main
 - a. Have begun laying new water main on 5th Ave
 - b. MWW has laid 1000' of new water main
4. W South Street – Project was awarded to Hurst and Sons
 - a. Hurst and Sons began work on July 25th
 - b. All watermain has been installed and all water services have been moved
 - c. All but seeding complete; will complete in spring 2023
5. State Street- Total reconstruction of all utilities and street from 3rd Ave to 3rd Street
 - a. Project has been awarded to Con-Struct
 - b. Start date has not been determined
6. Edgewood- Realign water main as needed, install more than 2,000 feet of 12" watermain
 - a. Project has been awarded to Con-Struct
 - b. 8" watermain has been lowered in
 - c. All new 12" watermain has been installed
 - d. We have changed plans and will not be lowering the 24" water main
7. 7th Ave Extension - Water main being installed to service new apartment buildings
 - a. City partnered project
 - b. Project has been awarded to Con-Struct
 - c. New 8" watermain to be installed
 - d. Work beginning on 11-14-2022

MAIN BREAKS

1. July 28th 2022, 12th Ave and State St., crack - cause unknown
2. August 9th 2022, Ingledue and 4th street, crack caused by water hammer
3. August 9th 2022, Ingledue and 4th street, sheer break caused by water hammer
4. August 10th 2022, 6th St and High Street, crack caused by water hammer
5. August 31st 2022, E State St and 10th Ave, crack, cause unknown, replaced valve
6. October 18th 2022, E Southridge and Dubois, Sheer break cause unknown
7. October 26th 2022, N 1st St and W State Street, multiple breaks with multiple cracks cause unknown

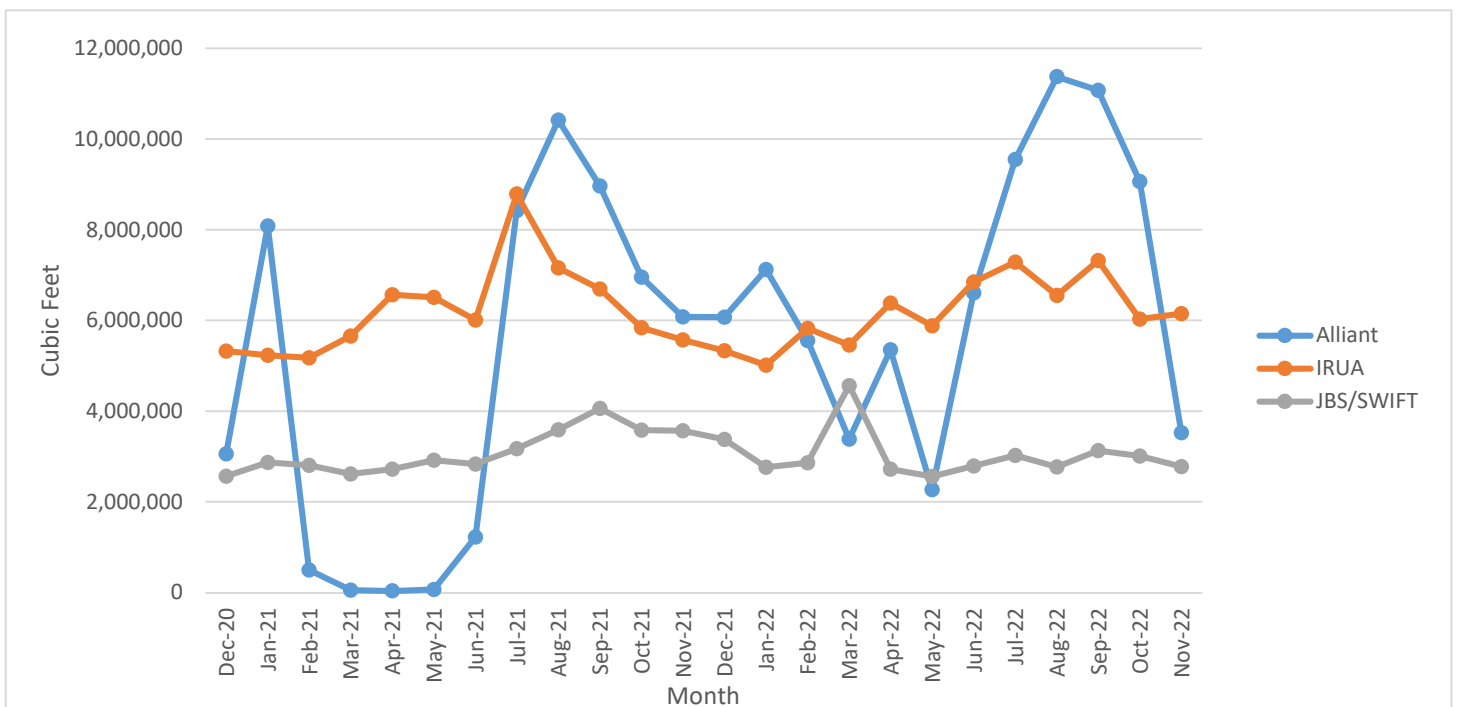
Facilities
Marshalltown Water Works
Board Report
November 21, 2022

1. **Remote PLC Upgrade** – We had a preconstruction meeting and tour of remotes sites. K&W Electric was hoping to get started with outdoor work soon.
2. **Plant Roof** – All materials have been delivered, and they started working on the roof 11/14 the roofing isn't subject to temperatures but things need to be dry, so it is weather dependent.
3. **CO2 project** – NAI has continued electrical work; once completed we will pour a small section of sidewalk. API Solutions is still waiting on arrival of pressure regulator for the plumbing.
4. **HVAC Chiller System** – We had another issue with relays; Halverson Trane made repairs.
5. **Well #5** – Power has been restored to the well house (repairing damage from the derecho).
6. **North blow off pit** – We have had a few different issues with the pit since the maintenance done in October. We are getting by but it needs a new DeZurik valve, which has been on order with no lead time provided.

MWW Largest Users Monthly Report

October 2022 Board Report

	ALLIANT	IRUA	JBS/SWIFT
Bill Date	Cubic Feet	Cubic Feet	Cubic Feet
Dec-20	3,060,000	5,325,064	2,564,300
Jan-21	8,083,000	5,232,350	2,871,500
Feb-21	501,800	5,174,895	2,808,600
Mar-21	60,000	5,653,941	2,617,200
Apr-21	39,400	6,564,326	2,725,600
May-21	71,500	6,511,536	2,918,000
Jun-21	1,226,200	6,008,087	2,833,100
Jul-21	8,422,700	8,784,212	3,171,000
Aug-21	10,413,500	7,155,671	3,586,600
Sep-21	8,962,400	6,690,138	4,059,900
Oct-21	6,951,300	5,837,785	3,580,500
Nov-21	6,083,000	5,574,778	3,570,400
Dec-21	6,071,900	5,330,254	3,375,200
Jan-22	7,126,500	5,017,271	2,766,500
Feb-22	5,559,300	5,822,931	2,860,700
Mar-22	3,388,900	5,460,013	4,565,800
Apr-22	5,353,800	6,385,931	2,721,400
May-22	2,267,800	5,878,866	2,561,200
Jun-22	6,609,800	6,845,401	2,790,900
Jul-22	9,552,600	7,284,903	3,028,400
Aug-22	11,374,300	6,555,263	2,774,300
Sep-22	11,072,100	7,319,703	3,133,100
Oct-22	9,063,800	6,031,965	3,008,400
Nov-22	3,524,100	6,148,905	2,781,800



PROPERTY TAX LIENS TO CERTIFY - NOVEMBER 2022

PROPERTY OWNER NAME	ADDRESS TO LIEN	AMOUNT
Fisher, Joseph E	208 1/2 N 3rd Ave	\$115.87
Gruchow, Keith & Robin	305 N 2nd St	\$2,209.70
Joel Ibarra & Veronica Y Guevara	1308 W Linn St	\$192.91
Manuel N & Brenda C Neave Aguero	1610 Elder Dr	\$156.81
RMB Cooperative	510 E State St	\$71.50
Shiple, Cynthia K	105 1/2 S 7th Ave	\$140.75
Wanatee, Myron I Jr	1201 E Boone St	\$84.48
Woerner, Marcus R	405 W State St	\$90.69
	TOTAL	\$3,062.71

SEWER DEPOSIT ACCOUNT
Activity for October
2022

Balance on October 1	\$146,325.10
Deposits for October	\$3,460.00
Interest paid to the City of Marshalltown Check # 2557	\$30.10
Deposit refund for application to the Marshalltown Water Works Check # 2558	\$3,800.00
Interest for October	\$62.91
Balance on October 31	\$146,017.91

MARSHALLTOWN WATER WORKS

**Compiled Financial Statements
And Supplementary Information**

**For the One Month Ended
October 31, 2022**



INCOME STATEMENT
OCTOBER 31ST, 2022

	CURRENT PERIOD ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET	Y-T-D PCT	CURRENT PERIOD PRIOR YEAR	Y-T-D PRIOR YEAR
OPERATIONAL						
RESIDENTIAL	210,242.87	826,031.52	2,411,998.69	34.25	194,331.27	771,526.03
MULTI-FAMILY	28,006.38	99,254.05	307,795.76	32.25	25,136.80	91,055.59
COMMERCIAL	71,076.97	248,424.76	633,850.65	39.19	67,126.15	231,976.13
IRRIGATION	17,387.02	85,830.28	112,058.86	76.59	18,182.05	90,778.85
INDUSTRIAL	268,996.45	1,182,393.21	2,392,285.63	49.43	217,250.76	1,010,347.40
WHOLESALE	105,635.94	447,518.05	1,211,434.86	36.94	87,973.25	398,353.37
NON-METERED	386.78	1,631.74	2,204.09	74.03	237.60	906.39
TOTAL OPERATING REVENUE	701,732.41	2,891,083.61	7,071,628.54	40.88	610,237.88	2,594,943.76
NON-OPERATIONAL						
CITY CONTRACT SERVICES	7,045.44	27,410.91	80,000.00	34.26	7,054.39	27,442.01
PENALTIES	4,576.87	19,472.09	30,000.00	64.91	3,932.90	18,300.87
CUSTOMER SERVICES	1,419.00	5,051.00	10,000.00	50.51	1,089.00	4,386.00
TESTING LABORATORY	154.00	866.65	3,000.00	28.89	248.50	1,189.00
MERCHANDISE SALES	70.00	717.80	300.00	239.27	287.42	607.19
INTEREST	2,747.41	7,852.18	30,000.00	26.17	1,181.12	6,528.31
RENTALS	3,712.00	5,777.00	4,000.00	144.43	3,712.00	3,712.00
MISC INCOME	4,126.93	34,665.01	30,000.00	115.55	4,503.70	19,464.42
TIMBER SALES	0.00	0.00	0.00	0.00	0.00	0.00
CONNECTION FEES	780.00	25,374.00	20,000.00	126.87	465.00	5,451.00
TAPPING FEES	113.00	4,816.00	2,000.00	240.80	0.00	829.00
TOTAL NON-OPERATIONAL SALE	24,744.65	132,002.64	209,300.00	63.07	22,474.03	87,909.80
TOTAL REVENUE	726,477.06	3,023,086.25	7,280,928.54	41.52	632,711.91	2,682,853.56
OPERATING EXPENSES						
SALARIES AND WAGES	117,252.31	557,829.25	1,587,877.00	35.13	138,975.15	435,974.14
PAYROLL TAXES & BENEFITS	44,246.32	194,226.57	596,172.00	32.58	51,184.69	172,573.40
OPTIONAL BENEFITS	4,651.12	18,138.83	78,299.00	23.17	2,550.23	14,279.28
UTILITIES	46,548.31	221,056.72	603,149.00	36.65	44,715.49	178,241.53
FUELS	3,218.81	19,217.36	34,910.00	55.05	2,710.85	9,891.42
SUPPLIES	12,911.17	67,796.93	289,382.00	23.43	6,742.79	52,706.64
MAINTENANCE	18,724.52	60,998.05	287,332.00	21.23	16,833.52	103,222.67
CHEMICALS	54,582.07	242,819.52	777,890.00	31.22	44,690.28	225,944.47
CONTRACT SERVICES	63,262.85	282,460.79	999,600.00	28.26	79,011.84	236,625.25
OTHER OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
DEPRECIATION	50,015.59	178,090.24	398,528.00	44.69	39,485.56	163,974.06
TOTAL OPERATING EXPENSE	415,413.07	1,842,634.26	5,653,139.00	32.59	426,900.40	1,593,432.86
MISCELLANEOUS EXPENSES	225.00	450.00	110,900.00	0.41	225.00	450.00
ECONOMIC DEVELOPMENT	10,000.00	10,184.00	10,000.00	101.84	0.00	0.00
TOTAL NON-OPERATING EXPENSE	10,225.00	10,634.00	120,900.00	8.80	225.00	450.00
TOTAL EXPENSES	425,638.07	1,853,268.26	5,774,039.00	32.10	427,125.40	1,593,882.86
INCR(DEC) RETAINED EARNINGS	300,838.99	1,169,817.99	1,506,889.54	77.63	205,586.51	1,088,970.70

DETAILED WATER WORKS BALANCE SHEET

BALANCE SHEET

AS OF: OCTOBER 31ST, 2022

1 -WATER FUND

ACCOUNT#	TITLE	
ASSETS		
=====		
	CASH ON HAND	938.00
	PETTY CASH	300.00
	CASH IN BANK	5,912,959.45
	LESS : SINKING FUNDS	(183,583.35)
	SEWER DEPOSIT FUND	0.00
	SEWER CASH	0.00
	STORM SEWER CASH	0.00
	LANDFILL CASH	0.00
	ACCOUNTS RECEIVABLE	517,591.83
	ACCOUNTS RECEIVABLE-AMP	(2,816.20)
	UNAPPLIED CREDITS	(56,807.83)
	OTHER A/R	0.00
	NON CURRENT RECEIVABLES	(672.67)
	MISC AR BILLINGS	129,799.21
	MISC AR UNAPPLIED CREDITS	(89,827.22)
	INTEREST RECEIVABLE	802.05
	CONTRACT RECEIVABLE	0.00
	PREPAID INSURANCE	57,676.35
	UNFINISHED CAP PRO	0.00
	PREPAID BILLING SUPPLIES	2,007.04
	MERCHANDISE FOR RESALE	0.00
	PREPAID LIME SLUDGE	(255,080.34)
	PREPAID COMPUTER MAINT	79,674.30
	PREPAID HEALTH INS	0.00
	DERECHO DAMAGER TRACKING ACCT	(370,441.89)
	SINKING FUND	183,583.35
	TEMP CASH INVESTMENT	300,000.00
	LESS IMPROVEMENT FUND ALLOCATI	0.00
	LESS RESERVE FUND ALLOCATION	0.00
	CAPITAL RESERVE INVESTMEN	500,208.27
	IMPROVEMENT FUND	(100,000.00)
	RESERVE FUND	0.00
	ECONOMIC DEVELOPEMENT FUND	0.00
	INVENTORY	0.00
	LAND	1,115,720.58
	CONSTRUCTION IN PROGRESS	44,197.12
	PLANT & SOURCE OF SUPPLY	19,479,709.44
	ACCUMULATED DEPR - PLANT	(10,836,325.56)
	DISTRIBUTION SYSTEM & PIPE	15,804,887.87
	ACCUM DEPR DISTRIBUTION	(4,435,247.14)
	METERS	1,565,586.47
	ACCUM DEPR - METERS	(1,224,859.05)
	MACHINE & EQUIPMENT	498,409.83
	ACCUM DEPR - MACH & EQUIP	(400,173.66)
	VEHICLES	348,710.29
	ACCUM DEPR - VEHICLES	(238,139.99)
	CAPITAL IMPROVEMENTS	113,916.16
	ACCUM DEPR - CAPITAL IMPROVEME	(93,380.36)
	CAPITAL IMPROV - BUILDINGS	817,533.66
	ACCUM DEPR - BUILDINGS	(474,452.63)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2022

1 -WATER FUND

ACCOUNT#	TITLE	
	OFFICE EQUIPMENT	448,206.68
	ACCUM DEPR - OFFICE EQUIPMENT	(408,144.49)
	BOOSTER STATION	220,652.58
	ACCUM DEPR - BOOSTER STATION	(98,172.10)
	BOND ORIGATION FEE	<u>0.00</u>
		<u>28,874,946.05</u>

TOTAL ASSETS 28,874,946.05

LIABILITIES

=====

	ACCOUNTS PAYABLE	115,715.29
	A/P PENDING	0.00
	PAYABLE TO SEWER FUND	0.00
	PAYABLE TO STORM SEWER FUND	0.00
	PAYABLE TO LANDFILL FUND	0.00
	PAYABLE TO METER DEPOSIT FUND	0.00
	DEFERRED AMP REVENUE	3,270.66
	CUSTOMER DEPOSITS - SEWER	0.00
	CURRENT REFUNDS PAYABLE	6,792.78
	BOND INTEREST PAYABLE	8,762.00
	FEDERAL WITHHOLDING	0.00
	FICA/MED WITHHOLDING	4,084.34
	STATE WITHHOLDING	0.00
	UNITED WAY	0.00
	UNION DUES	0.00
	INS WITHHELD	(12.42)
	PRETAX INSURANCE WITHHELD	0.00
	UNREIMB MEDICAL	0.00
	DEP CHILD CARE	0.00
	PENSION	1,916.40
	IPERS	3,185.10
	COBRA	0.00
	WATER WORKS INS PORTION	0.00
	INS DEDUCTIBLE WITHHELD	(7,414.67)
	VOLUNTARY LIFE INSURANCE	(316.23)
	CHILD SUPPORT	0.00
	AFLAC	0.00
	DENTAL INSURANCE WITHHELD	12.42
	VISION INSURANCE WITHHELD	0.00
	ACCRUED VACATION	117,590.93
	ACCRUED PAYROLL	55,299.40
	HSA	0.00
	ACCRUED SALES TAX	32,689.55
	AR MISC STATE SALES TAX	(23.05)
	AR MISC CITY SALES TAX	(3.85)
	AR MISC SCHOOL SALES TAX	0.00
	CURRENT PORTION OF LT DEBT	0.00
	WA REVENUE CAPITAL LOAN NOTE	5,330,000.00
	LESS : CURRENT PORTION	<u>0.00</u>
	TOTAL LIABILITIES	<u>5,671,548.65</u>

1 -WATER FUND

ACCOUNT#	TITLE		
<hr/>			
EQUITY			
=====			
RETAINED EARNINGS		<u>22,033,579.41</u>	
TOTAL BEGINNING EQUITY		22,033,579.41	
TOTAL REVENUE		3,023,086.25	
TOTAL EXPENSES		<u>1,853,268.26</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,169,817.99	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>23,203,397.40</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			28,874,946.05
			=====

DETAILED POOLED CASH

BALANCE SHEET

AS OF: OCTOBER 31ST, 2022

9 -POOLED CASH

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
	POOLED CASH	6,606,906.72	
	POOL CASH - SW DEPOSITS	146,255.00	
	DUE FROM WATER FUND	0.00	
	DUE FROM SEWER FUND	0.00	
	DUE FROM STORM SEWER FUND	0.00	
	DUE FROM LANDFILL FUND	0.00	
	DUE FROM SW MTR DEPOSIT	<u>0.00</u>	
			<u>6,753,161.72</u>
	TOTAL ASSETS		6,753,161.72
			=====
LIABILITIES			
=====			
	ACCOUNT PAYABLE	0.00	
	DUE TO OTHER FUNDS	6,606,906.72	
	DUE TO SW MTR DEPOSITS	146,255.00	
	WAGES PAYABLE	0.00	
	HSA	0.00	
	ACCRUED SALES TAX	<u>0.00</u>	
	TOTAL LIABILITIES		<u>6,753,161.72</u>
EQUITY			
=====			
	RETAINED EARNINGS	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	0.00	
	TOTAL REVENUE	0.00	
	TOTAL EXPENSES	<u>0.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	0.00	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>0.00</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,753,161.72
			=====

MARSHALLTOWN WATER WORKS
INVESTMENT BREAKDOWN
OCTOBER 31, 2022

ACCOUNT	FUND	OCTOBER INTEREST RATE	SEPTEMBER INTEREST RATE	DATE ISSUED	DATE MATURED	CURRENT VALUE	PREVIOUS VALUE
UNITED BANK & TRUST		0.50%	0.25%	07/01/07	DAILY	\$ 6,563,514.66	\$ 6,464,806.46
UNITED BANK & TRUST - SWEEP ACCT		0.50%	0.25%	07/03/17	DAILY	\$ 1,000.00	\$ 1,000.00
TRANSFER IN TRANSIT(SWEEP TO OP)						\$ 166.57	\$ 1,132.19
CD 54486 (Farmers Savings Bank)	General	0.55%	0.55%	02/19/22	02/19/23	\$ 100,000.00	\$ 100,000.00
CD 59255 (GNB Bank)	General	3.03%	3.03%	09/08/22	09/08/23	\$ 100,000.00	\$ 100,000.00
CD 59256 (GNB Bank)	General	3.03%	3.03%	09/08/22	09/08/23	\$ 100,000.00	\$ 100,000.00
CD 180356 (Pinnacle Bank)	Cap Reserve	1.08%	1.08%	06/06/22	12/05/22	\$ 300,000.00	\$ 300,000.00
CD 59315 (GNB Bank)	General	3.90%	3.90%	09/26/22	09/26/23	\$ 100,000.00	\$ 100,000.00
SUB TOTAL						\$ 7,264,681.23	\$ 7,166,938.65

CURRENT TOTAL \$7,264,681.23

Current Average Monthly Yield 0.641%

LAST MONTH TOTAL \$7,166,938.65

Last Month Average Monthly Yield 0.643%

LAST YEAR TOTAL \$6,908,079.55

Last Year Average Monthly Yield 0.270%

MARSHALLTOWN WATER WORKS
 CAPITAL IMPROVEMENTS
 JULY 1, 2022 - JUNE 30, 2023
 AS OF OCTOBER 31, 2022

	Project		APPROVED BUDGET			EXPENDITURES			REMAINING
	#		2022-2023	PRIOR YEARS	TOTAL	2022-2023	PRIOR YEARS	TOTAL	EXPENDITURES
1172-000-PLANT & SOURCE OF SUPPLY									
Inspect/Rehab 2 Wells	135	21904	\$200,000.00	\$200,000.00	\$400,000.00	\$11,372.20	\$101,260.01	\$112,632.21	\$287,367.79
Chemical Feed System upgrades	143	12005	\$10,000.00		\$10,000.00				\$10,000.00
Valve and actuator replacement			\$50,000.00	\$100,000.00	\$150,000.00	\$44,714.77	\$39,773.27	\$84,488.04	\$65,511.96
CO2 Feed Upgrades			\$200,000.00	\$200,000.00	\$400,000.00				\$400,000.00
Treatment Expansion	144	12006	\$1,788,686.00	\$196,500.00	\$1,985,186.00	\$113,734.01	\$199,840.77	\$313,574.78	\$1,671,611.22
Copier			\$3,500.00		\$3,500.00	\$3,508.63		\$3,508.63	
Wellfield Expansion	148	22101		\$400,000.00	\$400,000.00	\$30,627.98	\$92,209.35	\$122,837.33	\$277,162.67
PLC Upgrade	136	12002		\$497,271.57	\$497,271.57	\$150,489.00	\$37,344.05	\$187,833.05	\$309,438.52
Plumbing Replacement				\$100,000.00	\$100,000.00	\$10,710.51	\$3,036.82	\$13,747.33	\$86,252.67
Widen Driveway				\$100,000.00	\$100,000.00				\$100,000.00
Roof Replacement	147	12007		\$150,000.00	\$150,000.00		\$1,853.40	\$1,853.40	\$148,146.60
1170-000-LAND									
			\$100,000.00		\$100,000.00				\$100,000.00
1174-000-DISTRIBUTION SYSTEM									
Valve and Hydrant Replacement			\$50,000.00		\$50,000.00	\$10,364.00		\$10,364.00	\$39,636.00
Water Mains: Replace, Extend, Relocate, Loop									
- S 5th and S 6th Avenue Replacement	149	32101	\$150,000	\$50,000	\$200,000.00	\$92,326.49	\$27,459.70	\$119,786.19	\$80,213.81
- W South Street main replacement	82	31401	\$870,000	\$5,000	\$875,000.00	\$784,600.44	\$19,073.70	\$803,674.14	\$71,325.86
- Washington Street main replacement	83	31402		\$78,149.30	\$78,149.30	\$18,062.16	\$76,927.76	\$94,989.92	
City/MWW Projects									
- State Street			\$250,000		\$250,000.00				\$250,000.00
- Realignments for City Storm Sewer	129	31902		\$350,000	\$350,000.00	\$7,397.25	\$60,591.96	\$67,989.21	\$282,010.79
-Edgewood Extension			\$200,000.00		\$200,000.00	\$92.50		\$92.50	\$199,907.50
Paint South Tower Interior	151	42201		\$200,000.00	\$200,000.00		\$14,960.00	\$14,960.00	\$185,040.00
Storage Building			\$200,000.00		\$200,000.00				\$200,000.00
1176-000 - METERS									
- Routine Meter Program			\$200,000.00	\$200,000.00	\$400,000.00	\$46,011.55	\$58,650.65	\$104,662.20	\$295,337.80
- Meter/Touch Pad Upgrade Program			\$450,000.00		\$450,000.00				\$450,000.00
1178-000 - EQUIPMENT									
Dump Truck				\$175,000.00	\$175,000.00		\$46,645.00	\$46,645.00	\$128,355.00
1180-000-VEHICLES									
			\$60,000.00	\$40,000.00	\$100,000.00	\$27,119.10	\$556.95	\$27,676.05	\$72,323.95
1182-000-GENERAL									
1184-000-BUILDING									
Generator			\$30,000.00	\$30,000	\$60,000.00		\$1,618.39	\$1,618.39	\$58,381.61
Furnace			\$4,500.00		\$4,500.00	\$6,250.00		\$6,250.00	
Remaining Office Building Interior Updates	137	52001		\$13,485	\$13,485.44		\$10,701.28	\$10,701.28	\$2,784.16
1186-000-OFFICE EQUIPMENT									
Computer Replacements				\$25,000.00	\$25,000.00		\$19,728.43	\$19,728.43	\$5,271.57
Remaining IT Upgrade				\$53,301.06	\$53,301.06	\$4,774.22	\$37,074.78	\$41,849.00	\$11,452.06
Tyler Programming Upgrade				\$79,000.00	\$79,000.00				\$79,000.00
GPS Field Unit				\$25,000.00	\$25,000.00				\$25,000.00
1188-000 BOOSTER STATION									
Total FY 21-22			\$4,816,686.00	\$3,267,707.37	\$8,084,393.37	\$1,362,154.81	\$849,306.27	\$2,211,461.08	\$5,891,531.54

NEWS RELEASE

Bowman and Miller, P.C. today released an audit report on the Marshalltown Water Works of Marshalltown, Iowa.

Financial Highlights

The Marshalltown Water Works' revenues totaled \$7,422,329 for the year ended June 30, 2022, a 29% increase from the prior year due to a rate increase and increased customer usage. The revenues included \$6,963,819 of water revenue and \$18,457 of interest earned. Expenditures for the year totaled \$4,419,621, a 2% decrease from the prior year.

Audit Findings

Bowman and Miller, P.C. reported no findings for the fiscal year.

The Marshalltown Water Works Board of Trustees has a fiduciary responsibility to provide oversight of the Water Works' operations and financial transactions. Oversight is typically defined as the "watchful and responsible care" a governing body exercises in its fiduciary capacity.

A copy of the audit report is available for review at the Marshalltown Water Works' office at 205 East State Street, the Auditor of State and on the Auditor of State's website at <https://auditor.iowa.gov/audit-reports>.

Contractor's Application for Payment No.

Four(4)

Application Period: 10/13/2022 to 11/22/2022 **Application Date:** 11/22/2022

To (Owner):	Marshalltown Water Works 205 E State Street, Marshalltown, IA 50158	From (Contractor):	Hurst & Sons Contractors Inc. 2425 W 4th St. Waterloo, IA 50701	Via (Engineer):	McClure Engineering Company 1360 NW 121st Street, Clive, IA 50325
Owner's Project Number:	31401	Contractor's Project Number:	n/a	Engineer's Project Number:	2022000297-010
Project:	South Street Water Main Replacement 2021		Contract:		

Application For Payment - Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
Totals:	\$ -	\$ -
Net Change by Change Order:	\$ -	

1. Original Contract Price.....	\$	866,095.12
2. Net change by Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	866,095.12
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	855,517.30
5. Retainage		
a. 5.0% X \$ 855,517.30 Work Completed.....	\$	42,775.86
b. 5.0% X \$ - Stored Material.....	\$	-
c. Total Retainage (Line 5a + Line 5b).....	\$	42,775.86
6. Amount Eligible to Date (Line 4 - Line 5c).....	\$	812,741.44
7. Less Previous Payments (Line 6 from prior Application).....	\$	763,768.50
8. Amount Due This Application.....	\$	48,972.94
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	53,353.68

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.

By: *[Signature]* Date: 11/16/22

Payment of: \$48,972.94
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 11/16/2022
(Engineer) (Date)

Payment of: \$48,972.94
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Lump Sum Contract

Contractor's Application for Payment No. 1

Project:	Water Tower Interior Recoating	From (Contractor): J. R. Stelzer Company	Application Date: 11/10/2022
To (Owner):	Marshalltown Water Works	Owner's Project No.:	Period From: 10/17/2022
Via (Engineer):	HDR	Engineer's Proj. No.: 10325078	Period To: 11/9/2022

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$	128,500.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	128,500.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	128,500.00
5. RETAINAGE:		
a. 5% X 128,500.00 Work Completed.....	\$	6,425.00
b. 5% X _____ Stored Material.....	\$	
c. Less Total Retainage Released Early	\$	
d. Total Retainage (Line 5a + Line 5b).....	\$	6,425.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - 5c).....	\$	122,075.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	122,075.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	6,425.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date: 11-8-22
-----	---------------

Payment of:	\$ 122,075.00	
		(Line 8 or other - attach explanation of the other amount)
is recommended by:		11/10/2022
	(Engineer)	(Date)
Payment of:	\$ _____	
		(Line 8 or other - attach explanation of the other amount)
is approved by:		
	(Owner)	(Date)

MARSHALLTOWN WATER WORKS

CAPITAL IMPROVEMENTS

FY23 - FY27

Amendment proposed 7-19-22

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
1172-000-PLANT & SOURCE OF SUPPLY					
Inspect/Rehab 2 Wells	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Treatment Expansion	\$1,788,686	\$8,704,736	\$15,564,386	\$7,782,193	
Wellfield Expansion					
Chemical Feed System upgrades	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Valve and actuator replacement	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Electrical Upgrades		\$70,000			
SCC Gearbox Replacement		\$100,000			
HVAC Replacement			\$100,000	\$100,000	
CO2 Feed Upgrades	\$200,000				
Copier	\$3,500				
1170-000-LAND	\$100,000				
1174-000-DISTRIBUTION SYSTEM		\$1,030,000	\$1,030,000	\$1,030,000	\$1,030,000
Valve and Hydrant Replacement	\$50,000				
Water Mains: Replace, Extend, Relocate, Loop	\$1,020,000				
- S 5th and S 6th Avenue Replacement	\$150,000				
- W South Street main replacement	\$870,000				
City/MWW Projects	\$450,000	\$250,000			
-State Street	\$250,000	\$250,000			
-Edgewood Extension	\$200,000				
Storage Building	\$200,000				
Hydraulic Model	\$93,500				
1176-000 - METERS					
Meter Replacement Program	\$556,500	\$650,000	\$650,000	\$200,000	\$200,000
1178-000 - EQUIPMENT					
1180-000-VEHICLES	\$60,000	\$40,000	\$40,000	\$40,000	\$40,000
1182-000-GENERAL					
1184-000-BUILDING					
Generator	\$30,000				
Furnace	\$4,500				
Replace flooring			\$15,000		
1186-000-OFFICE EQUIPMENT					
Copy Machine			\$8,000		
1188-000 BOOSTER STATION					
Totals	\$4,816,686	\$10,854,736	\$17,667,386	\$9,412,193	\$1,530,000

**TASK ORDER AGREEMENT FOR ENGINEERING SERVICES
 HYDRAULIC MODEL & WATER SYSTEM STUDY
 MARSHALLTOWN WATER WORKS
 MARSHALLTOWN, IOWA**

This Task Order #1 Agreement is made on the _____ day of _____, 2022, by and between *McClure Engineering Company, of Clive, Iowa* (herein referred to as "**Consultant**") and the *Marshalltown Water Works of Marshalltown, Iowa* (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The Project shall be described as:

PROJECT DESCRIPTION:

**HYDRAULIC MODEL & WATER SYSTEM STUDY
 MARSHALLTOWN, IOWA**

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** Responsibilities).
2. The **Consultant** shall conduct the following services marked "Included", for approval by the **Owner**:

Item	Included	Not Included
A. <u>Data Collection and Critical Review</u> 1. Review operational records to become familiar with system operations. 2. Review previously completed water system plans for the Owner. 3. Develop or request (RFI) other supporting data as required to affect computer analysis of water system.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
B. <u>Develop Population, Demographic, and Land Use Planning Characteristics</u> 1. Collect and review available data (census, population, land use, water sales). 2. Confirm population projections for future conditions: 2025, 2030, 2040, and 2050 based on existing data provided by Owner.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
C. <u>Develop Water Demand Projections</u> 1. Collect and review historic data (billing, meter, water use, water loss) 2. Determine water system characteristics for population projection years (residential, non-residential, large use, non-revenue) 3. Develop residential demands (gpcd) for projecting future residential requirements. These residential design demands will represent "design-year" peak ("hot/dry") demand to be used for system planning based on historic trends. Demand scenarios should include average day, maximum day, and minimum day "winter" demands. 4. Develop projections for non-residential water use as a percent (%) of total water use. Based on these projections, future non-residential water use will be calculated as a ratio of residential water use. 5. Develop system-wide peaking factors for maximum day and maximum hour. 6. Develop projections for irrigation usage for maximum day and maximum hour.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
D. <u>Develop Water System Model and GIS System</u> 1. Obtain existing water distribution, storage, and pumping information from MWW. 2. Develop an "all-pipes" hydraulic model of the water system. 3. Perform a model validation using provided data. Make adjustments to model as necessary to establish acceptable correlation. 4. Develop design demand scenarios to be used for water system evaluation. These design demand scenarios will include the design year 2025, 2030, 2040, 2050. 5. Develop system-wide peaking factors for maximum day and maximum hour. 6. Develop projections for irrigation usage for maximum day and maximum hour.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Item	Included	Not Included
E. <u>Field Verifications and Hydrant Flow & Pressure Testing</u> <ol style="list-style-type: none"> 1. Field work to identify/verify existing distribution system. 2. Identify locations for hydrant flow and pressure testing (30 locations estimated). 3. Prepare standard field data collection hydrant pressure and flow test collection form. 4. Communication with residents/businesses regarding testing. 5. Collect and organize field data. One (1) MEC employee to be on-site with MWW staff to complete field testing/data collection. 6. Data review, manipulation, and analysis. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
F. <u>Water Quality Analysis</u> <ol style="list-style-type: none"> 1. Establish water quality parameters for analysis. 2. Establish water-age parameters for analysis. 3. Create model scenarios – Current Day. 4. Create model scenarios – Future Design Year (2030 & 2040). 5. Run water age analysis for identified scenarios. 6. Create water age contours at minimum day, average day, and peak day conditions. 7. Identify potential areas of diminished water quality in distribution system. 8. Provide recommendations to address problem water quality areas. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
G. <u>Hydrant Flushing Analysis</u> <ol style="list-style-type: none"> 1. Input system data. 2. Create flushing zones within distribution system. 3. Create conventional and unidirectional flushing events. 4. Run flushing simulations and analyze results. 5. Provide results to owner for use in development of system-wide flushing program. 6. Meet with Owner to review hydrant flushing analysis. 7. Create and develop system wide hydrant flushing and valve exercising program. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
H. <u>Evaluation of Water System for Existing and Future Demands</u> <ol style="list-style-type: none"> 1. Conduct a hydraulic analysis of the distribution system as the basis for developing a water distribution system improvements plan, including a review of population projections, current and future industrial demands, and current and future total system water demands. Included in the analysis is the following: <ul style="list-style-type: none"> • Investigate areas of high or low operating pressure and make recommendations for resolution. • Evaluate current delineation of high/low zone, including locations of elevated storage, concerns of water age, and provide recommendation on the need for two pressure zones. • Evaluation of existing major transmission system components to meet current and future water demands. • Evaluation of existing pumping and storage facilities to meet maximum day and peak hour requirements. • Evaluation of existing and planned future source and treatment system capacity to meet maximum day and peak hour requirements. 2. Review the most recent fire protection rating for the City to estimate fire flow requirements, based on zoning, for the distribution system and to identify system deficiencies. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
I. <u>Develop Capital Improvements Plan</u> <ol style="list-style-type: none"> 1. Prepare recommendations for source, treated capacity, pumping, storage, and major transmission/distribution system improvements. The plan will be staged to show priorities and implementation schedule for all improvements based on water demand projections. 2. Include in plan recommendations for expansion of system into planned development areas based upon City's Future Land Use Plan. 3. Prepare budgetary Opinions of Probable Construction Cost for recommended improvements through the year 2050. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Item		Included	Not Included
J.	<u>Water Service Territory Review</u>		
	1. Review of Owner's existing water service territory.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Review of published Marshalltown Comprehensive Plan 2030 to identify anticipated water service territory expansion area(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Develop an "Action Plan" which evaluates service expansion strategy. The 'Action Plan' is anticipated to include budgetary costs for service area expansion and strategy for negotiation and/or purchase of service territory of neighboring water service providers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K.	<u>Water System Preliminary Engineering Report Preparation and Submittal</u>		
	1. Prepare preliminary documentation of population and demographic estimates and submit to Owner for review and comment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Prepare preliminary documentation of existing and future water demand projections and submit to Owner for review and comment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Prepare preliminary findings of hydraulic model and submit to Owner for review and comment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Prepare DRAFT Capital Improvements Plan and submit to Owner for review and comment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Receive comments from Owner and incorporate as applicable into final Water System Preliminary Engineering Report suitable to meet SRF requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Provide three (3) hard copies of the final Report, including Water Model and GIS files. In addition, provide one (1) copy of an electronic version of the deliverable documents in .pdf format.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L.	<u>Project Administration and Management</u>		
	1. Communicate regularly with MWW staff regarding project issues via telephone, electronic mail, fax, and post mail.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Attend one (1) project initiation meeting with MWW staff.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Conduct on-site meetings, or telephone conference calls, with MWW staff to review progress of work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Attend one (1) meeting with MWW staff to present findings of water system study and review possible capital improvements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Attend one (1) meeting with MWW staff to review final report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Attend one (1) meeting to present final report to the MWW Board.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Fee Schedule:

Fees for Services are shown below:

A. Data Collection and Critical Review	LS.....	\$	<u>5,400.00</u>
B. Develop Population, Demographic, and Land Use Planning Characteristics	LS.....	\$	<u>2,200.00</u>
C. Develop Water Demand Projections	LS.....	\$	<u>4,200.00</u>
D. Develop Water System Model and GIS System	LS.....	\$	<u>28,300.00</u>
E. Field Verifications and Hydrant Flow & Pressure Testing	T&M, Est.	\$	<u>8,100.00</u>
F. Water Quality Analysis	LS.....	\$	<u>3,100.00</u>
G. Hydrant Flushing Analysis	LS.....	\$	<u>6,300.00</u>
H. Evaluation of Water System for Existing and Future Demands	LS.....	\$	<u>4,100.00</u>
I. Develop Capital Improvements Plan	LS.....	\$	<u>6,700.00</u>
J. Water Service Territory Review	NIC.....	\$	<u>N/A</u>
K. Report Preparation and Submittal	LS.....	\$	<u>19,200.00</u>
L. Project Administration and Management	LS.....	\$	<u>5,900.00</u>
Total Fee:		\$	<u>93,500.00</u>

LS	Lump Sum
NTE	Not-to-Exceed
N/A	Not Applicable
NIC	Not Included
TBD	To Be Determined
T&M	Time and Materials
Est.	Estimated

The Hourly Rate Schedule is included in Exhibit 'B' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Consultant, the Consultant may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
5. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
6. This Agreement is subject to all the Terms and Conditions listed on the following pages.


Exhibits		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SPECIAL INSTRUCTIONS:

**OWNER: MARSHALLTOWN WATER WORKS
MARSHALLTOWN, IOWA**

**ENGINEER: MCCLURE ENGINEERING COMPANY
CLIVE, IOWA**

Signed: _____

Signed: 
Gary Brons

Title: _____

Title: Vice President, Water

Phone: _____

Phone: 515.964.1229

Email: _____

Email: grbons@mclurevision.com

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2022 through 12/31/2022)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance consulting services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2022 through 12/31/2022)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$135 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative.....	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight.....	\$125.00
Sonar Boat.....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

SCOPE OF WORK

Hydraulic Model & Water System Study, Marshalltown Water Works, Marshalltown, Iowa



The scope of services generally includes the following necessary to develop a comprehensive water system hydraulic model for the Marshalltown Water Works:

- Data collection and critical review
- Population, demographic, and land use planning characteristics
- Water demand projections
- Develop water system hydraulic model in GIS-compatible format (Bentley WaterGEMS)
- Field verifications, including hydrant flow and pressure testing
- Water quality analysis
- Evaluate water system for existing and future demands
- Develop capital improvements plan
- Prepare Preliminary Engineering Report suitable to meet Iowa Drinking Water SRF requirements
- Project administration and management

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

November 3, 2022

Marshalltown Water Works
1957 N. Center Street Road
Marshalltown, Iowa 50158

Attn: Mr. Jared Wall
Re: Well #3 - 2022

Greetings Jared;

Per our conversation & your request, below is our proposal per the scope provided by Martha Silks for you. To that end we are pleased to provide you with the following proposal.

DESCRIPTION & SCOPE:

The objective of the well rehabilitation work is to restore the Utility's Well 3 (well) as much as possible. It is also necessary to assess the current condition of the well pump and equipment.

Well Rehabilitation Specification / Scope

Task 0 – Mobilization and demobilization of crew, equipment, and materials. Project Management

Task 1- Measure and record well depth. If well depth is less than 230 feet bTOC or if pieces of the pump assembly have fallen into the well, remove accumulated material.

Task 2- Mechanically clean the inside of the well casing and screen using a wire brush or approved alternate. Remove dislodged deposits from bottom of well and restore as much of the original well depth as possible. Measure and record restored well depth as well as the amount of material removed.

Task 3- Video well. Summarize results and provide a verbal report to Utility Representative. All equipment installed in the well shall be disinfected prior to insertion.

Task 4- Install contractor's test pump and run a three-step variable-rate test on the well prior to treatment. Rates shall be approximately 400 gpm, 500 gpm, and 600 gpm. Each rate step shall be 30 minutes duration. Measure static water level prior to pumping and pumping water level during pumping. Measurements shall be measured using electronic water level meter and recorded. A minimum of five measurements shall be recorded for each variable rate step along with clarity, color, and volume of sand pumped (via Rossum Sand Tester and AWWA approved test procedure).

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Task 5- Mix 31% active and inhibited Hydrochloric into a 13% solution based on 1.5 standing well volumes. Polymeric acid solution, like Johnson Screens NW 310, shall be added to the acid mixture according to manufacturer's directions (all chemicals put into the well shall have National Science Foundation (NSF) certification). Inject acid/polymer mixture into well and surge with double disk surge block for a minimum of 8 hours using continuous strokes. Each stroke should be equal to the length of screen.

Leave solution in well overnight.

Pump well and neutralize discharge to acceptable level to an acceptable storage container. Once discharge exhibits evidence of being free of residual chemicals and pH returns to background levels, pump well freely to waste.

Task 6- Air Burst or Bore Blast entire well screen interval to break up mineral deposits on and behind well screen. Remove dislodged deposits from bottom of well and restore as much of the original well depth as possible. Measure and record restored well depth as well as the amount of material removed.

Task 7- Repeat entire Task 5. Remove dislodged deposits from bottom of well and restore as much of the original well depth as possible. Measure and record restored well depth as well as the amount of material removed.

Task 8 - Video well. Summarize results and provide a verbal report to Utility Representative. All equipment installed in the well shall be disinfected prior to insertion.

Task 9- Install contractor's test pump and run a three-step variable-rate test on the well following acid and Air Burst or Bore Blast treatments. Rates and step durations shall be the same as Task 4. Measure static water level prior to pumping and pumping water level during pumping shall be measured using electronic water level meter and recorded. A minimum of five measurements shall be recorded for each variable rate step.

Task 10 -Disinfection should utilize a pH-adjusted chlorination treatment of 250 parts per million (ppm) chlorine level in a pH range of 6.5 to 7.0. The volume of the disinfection solution should be equivalent to 4 times the standing water volume. NSF approved chlorine enhancing chemicals, Johnson Screens NW-410 product is required and should be used in accordance with manufacturer's instructions. The chemicals shall be blended above ground and introduced into the well by a tremie pipe or similar treatment line. Effort should be made to disperse the disinfection solution throughout the well. Once the solution is placed into the well, it should be lightly agitated with the surge block. Following agitation, check the chlorine residual within the well to ensure sufficient strength is present. If the chlorine residual has diminished below 150 ppm, add additional sodium hypochlorite to raise it to that level.

Allow the chlorine solution to remain downhole overnight. Following this period, begin evacuation of the well from the bottom, working upward, until a minor residual (~ 50 ppm) is present, and all debris has been evacuated from the well, as identified by visible turbidity.

Task 11 - Reinstall disinfected pump (restored to good condition). Run a final step-rate test in similar manner as Tasks 3 and 4. Measure chlorine residual after the step-rate test to ensure levels are acceptable to the plant operator. Compare results and report results to Utility Representative. Reinstall well to full operation with a new airline. Inspection of power wires is mandatory.

Task 12 - Provide detailed report on well treatment/cleaning operations with specific capacity data prior and post treatment and data after each treatment; pump setting data including measurement for piping, airline, pump setting depth, etc.

❖ **Lump Sum Cost to Perform the Above Scope - \$48,769.00**

NOTES;

- Proposal is valid for 30 days. After applicable days we reserve the right to re-visit our material and fuel input costs and adjust our pricing structure accordingly.
- Stand-by time will be invoiced @ \$285.00 per hr.
- The proposal includes onsite inspection of the existing pump gear, if it is found that the gear needs a deeper inspection at the CPS shop, the cost to load transport & provide a detailed inspection will be at time & material rates of \$150.00 per man hour plus inspection materials cost
- The proposal includes up to 6 hours of bailing, if there is additional bailing beyond this needed, those hours will be invoiced in addition to the base work @ \$285.00 per hour
- Proposal does NOPT include any replacement materials, if needed those material quotes will be provided for the owners review.
- Proposal does **not** include sales tax
- Any additional work not described in base scope will be invoiced on a time & materials basis
- All electrical main power disconnects are the responsibility of the owner

Jared; we sincerely appreciate the opportunity to provide you with this proposal. In order to validate it please sign the one marked “copy” and return it to our Sumner office. The original is yours to keep for your records.

Please feel free to contact myself or Darin Cahoy at our Sumner office if you have any questions or wish to have us proceed with scheduling the work.

Sincerely,

Mike Whittenbaugh

Mike Whittenbaugh

President

**CONTRACT FOR WATER SERVICE OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF MARSHALLTOWN**

This agreement, made as of this 14th day of November, 2022, by and between the Board of Water Works Trustees of the City of Marshalltown, hereinafter referred to as the "Water Works", and Glenn + Lorraine Ash (Name) hereinafter referred to as the "Consumer".

WITNESSETH: For and in consideration of the agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Consumer certifies to the Water Works that one of the following conditions has been satisfied:

A. The Consumer's real estate for which water service is requested abuts the location of an existing Water Works main but does not abut the city limits; or

B. The Consumer's real estate for which water service is requested: (i) abuts the location of an existing Water Works main and the city limits and (ii) the Consumer has applied for voluntary annexation by the City of Marshalltown and such application has been refused because the City is unable or unwilling to provide all City services within its authority.


2. The Water Works will furnish water to the Consumer at the Consumer's premises located at 2236 Highland Acres Rd, through one point of delivery and measured through one meter.


3. The Water Works shall furnish water service and the Consumer shall use such service in accordance with the rules and regulations established by the Water Works and as set forth in Section 109.4 of the Water Works Regulations attached hereto and made a part hereof. The Consumer shall pay for such water service in accordance with rates established by the Water Works. Such rates may be revised during the period of this agreement.

4. This agreement shall continue for a period of five (5) years, commencing _____, and may be considered for renewal upon expiration. **The application must be renewed every five (5) years for an additional five (5) year term.**

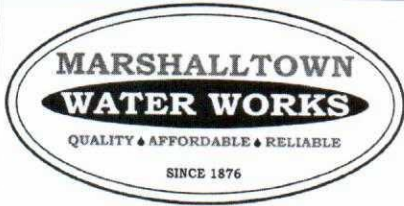
5. **An application fee of \$50 should be submitted with this completed form or any renewal application.**

In witness whereof the parties hereto have subscribed their names the day and year first above written.



Property Owner


Board of Water Works Trustees



MARSHALLTOWN WATER WORKS APPLICATION FOR NON POTABLE WATER WELL PERMIT

NOTICE: The issuance of a permit by the Marshalltown Water Works does not relieve the applicant from obtaining a permit from the Marshall County Sanitarian and/or the Iowa Department of Natural Resources.

OWNER INFORMATION

OWNER'S NAME	Marshall Cemetery Association dba Riverside Cemetery		
MAILING ADDRESS	611 North Center Street		
CITY	Marshalltown	STATE	Iowa
		ZIP	50158

WELL CONTRACTOR INFORMATION (IF DIFFERENT THAN OWNER)

CONTRACTOR'S NAME	Larson Well Company		
MAILING ADDRESS	PO Box 388		
CITY	Roland	STATE	Iowa
		ZIP	50236
IDNR CERTIFICATION NUMBER	RILEY LARSON, 8410		

PROPOSED WELL CONSTRUCTION INFORMATION

ADDRESS OF WELL SITE	611 North Center Street, Marshalltown, Iowa 50158		
PROPOSED WELL USE	water for cemetery's lake and hydrant for watering trees & plants		
NUMBER OF PROPOSED WELLS	1		
DEPTH OF PROPOSED WELLS	200'		
DRILLING METHOD	rotary		
WILL A CASING BE USED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
PIPING MATERIAL TO BE USED (GEOTHERMAL WELLS)	N/A		
GROUTING OR SEALING METHOD	pressure grout bentonite		
HAS PROOF OF INSURANCE BEEN SUBMITTED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

A SITE PLAN SHOWING THE LOCATION(S) OF PROPOSED WELL(S) IS REQUIRED

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THE WELL WILL BE CONSTRUCTED ACCORDING TO IDNR STANDARDS USING THE MATERIALS STATED.



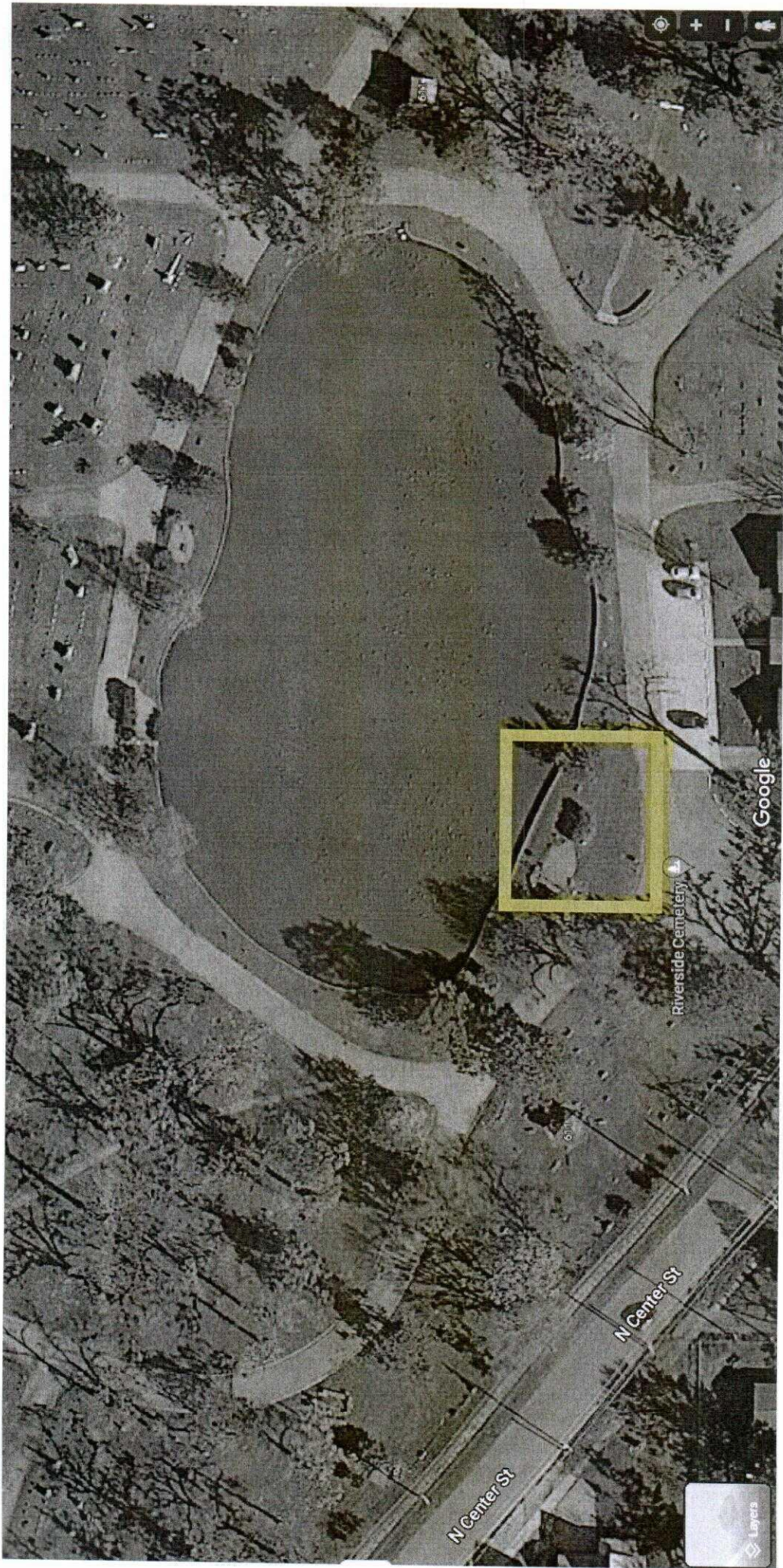
 APPLICANT SIGNATURE



 DATE

PERMIT FEE:

PERMIT NUMBER _____	1 - 10 WELLS	\$200.00
DATE APPROVED _____	11 - 20 WELLS	\$300.00
	21 OR MORE WELLS	\$400.00



CONSTRUCTION PROGRESS PAYMENT

PROJECT DESCRIPTION: 2020 TREATMENT PLANT ROOFING PROJECT

CONTRACTOR A-1 Coatings & Roofing, LLC
ADDRESS 2883 C Ave
Garwin IA 50632

OWNER: Marshalltown Water Works
205 E State St PO Box 1420
Marshalltown, IA 50158

ESTIMATE # 1 FOR PERIOD: DATE OF CONTRACT August 18, 2022
PARTIAL PAYMENT FROM 08/18/22 COMPLETION DATE _____
FINAL PAYMENT TO: 11/10/22 OWNER'S P.N. 12007

BASE CONTRACT PRICE	\$ <u>183,896.65</u>	MATERIALS ON HAND	\$ _____
CHANGE ORDER #	\$ _____	CONSTRUCTION COMPLETED	\$ <u>86,179.39</u>
CHANGE ORDER #	\$ _____	TOTAL AMOUNT EARNED	\$ <u>86,179.39</u>
CHANGE ORDER #	\$ _____	PERCENT PROJECT COMPLETE	_____
CHANGE ORDER #	\$ _____	LESS 5% RETAINAGE	\$ <u>4,308.97</u>
CHANGE ORDER #	\$ _____	LESS PREVIOUS PAYMENT	\$ _____
TOTAL ADJUSTED CONTRACT PRICE	\$ <u>183,896.65</u>	AMOUNT DUE THIS ESTIMATE	\$ <u>81,870.42</u>

REQUESTED BY Penny Schwartz
CONTRACTOR
Owner
TITLE
11-16-22
DATE

APPROVED BY _____
OWNER
General Manager
TITLE

DATE

APPROVED FOR PAYMENT BY
MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES

DATE



November 18, 2022

Wulfekuhle Injection & Pumping Inc.
Attn: Brad Wilson, President
27693 Route 52 North
New Vienna, IA 52065

RE: 2022 Lime Sludge Removal and Disposal

Dear Brad,

Our 2021 contract for Lime Sludge Removal and Disposal allows for the extension of the contract for up to five additional years. Per our discussions, it is my understanding that we are mutually agreed upon extending the agreement for another year under the same terms with the following exceptions:

- 1) Only one pond will be made available for emptying for a total cost of \$183,690.59.
- 2) The work shall be completed by January 31, 2023.

It is further understood that, as was the case in 2021, there will be a 5% retainage withheld until the project is accepted as complete. Before the project is accepted as complete, Wulfekuhle must provide a report to Marshalltown Water Works certifying the disposal method, location, and quantities of material removed from the lime pond. For land application, the report must specifically identify the plot of land and number of acres used and the amount of lime applied.

Please notify me in writing if you are in agreement with the above terms.

Sincerely,

Shelli Lovell
General Manager

Accepted by: Printed name Brad Wilson

Title president | owner

Signature

Date

11/18/22