



BOARD OF TRUSTEES
Regular Meeting Agenda
205 East State Street
September 19, 2023 12:00 Noon

1. Roll Call
2. Approval of Agenda
3. **Public Hearing Postponed:** Update regarding Public Hearing on Proposed Plans, Specifications, form of Contract and Estimated Cost for the Marshalltown Water Works for New Well No. 5A Construction project
4. **Decision:** Review and approval of Resolution Amending Resolution Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Directing Publication of Notice to Bidders for the Marshalltown Water Works New Well No. 5A Construction Project
5. Public Comment Period
6. **Decision:** Consent Agenda
 - a. Approval of Regular Meeting Minutes of August 15, 2023
 - b. Approval of Bill Schedule #728 Totaling \$1,633,286.71
 - 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
7. **Decision:** Review and approval of Monthly Financial Statement, Investment Report, and Capital Report
8. **Decision:** Review and approval of a one-year contract extension to the Lime Residual Material Removal Agreement with Wulfekuhle Injection & Pumping in the amount of \$192,000.00
9. **Decision:** Review and approval of contract for Marshalltown Water Works Water Metering Equipment Changeout 2023 project with Ferguson Enterprises, LLC dba Ferguson Waterworks in the amount of \$1,269,078.40 or as adjusted based on the provisions of the Contract
10. **Decision:** Review and approval of chemical bids for 2023-2024
11. **Discussion:** Water service outside city limits
12. **Discussion:** PFAS Class Action Settlement
13. Set date and time for next regular meeting

**RESOLUTION AMENDING RESOLUTION SETTING PUBLIC HEARING ON
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED
COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS FOR THE
MARSHALLTOWN WATER WORKS NEW WELL NO. 5A CONSTRUCTION
PROJECT**

WHEREAS, the Board of Trustees approved a Resolution Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Directing Publication of Notice to Bidders for the Marshalltown Water Works New Well No. 5A Construction Project at its regular meeting held on August 15, 2023; and

WHEREAS, the said resolution adopted by the Board of Trustees set a public hearing for September 19, 2023, and bid receipt date of September 13, 2023; and

WHEREAS, no responsive bids were received for the project; and,

WHEREAS, Marshalltown Water Works desires to seek additional bids;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MARSHALLTOWN WATER WORKS THAT SECTIONS 5 AND 6 OF SAID RESOLUTION ARE AMENDED TO READ AS FOLLOWS:

Section 5. The Secretary is hereby directed to publish notice of hearing on plans, specifications, form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Board will meet in the Water Works Office, 205 East State Street, Marshalltown, Iowa at ____ p.m. local time on the ____ day of October, 2023, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications and form of contract now on file.

Section 6. The Secretary is further directed to advertise for bids in the manner provided by law for the construction of said improvement setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment for the work to be constructed and that such bids be filed and received in the office of the Secretary, 205 East State Street, Marshalltown, Iowa, up to ____ p.m. local time on this ____ day of October, 2023, at which time, date, and place the Secretary will open such bids. The bids will then be reviewed and referred to the Board of Trustees for their consideration of such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this ____ day of September, 2023, and signed this ____ day of September, 2023.

Laura Eilers, Chairperson

ATTEST:

Shelli Lovell, Secretary

MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES
REGULAR BOARD MEETING
August 15, 2023 12:00 Noon
205 East State Street

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

2. There was a motion by Trustee Mack and a second by Trustee Loney to approve the Agenda.

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

3. Public Comment Period – There were two members of the public present. One member did not have any comments and the one member wished to provide comment on Agenda Item #5. There were no other members of the public present and General Manager Lovell reported that no written comments had been received.

4. There was a motion by Trustee Loney to approve the Consent Agenda: Approval of Regular Board Meeting Minutes of July 12, 2023; Approval of Bill Schedule #727 totaling \$ 1,464,531.81; 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. Chairperson Eilers noted that she represents one of the customers on another matter but determined there was no conflict of interest.

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

5. The Board reviewed the accounts with unpaid “storm sewer only” charges that are eligible to be certified to become a lien upon real estate. Monte Eaton of 2460 Reed Ave, Marshalltown, addressed the board at this time. He has two properties on the list of Property Tax Liens to Certify – July 2023 Storm Sewer Only Accounts. He requested that the Board not move forward with certifying his parcels as he is still disputing those charges with the City.

After discussion, there was a motion by Chairperson Eilers to approve accounts with unpaid “storm sewer only” charges that are eligible to become a lien upon real estate with the exception of the 2 parcels owned by Mr. Eaton. There was a second by Trustee Mack.

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

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

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

7. The Board reviewed the bid for the Marshalltown Water Works Water Metering Equipment Changeout 2023 project. There was a motion by Trustee Loney and a second by Trustee Mack to approve the authorization of Notice of Award to Ferguson Enterprises, LLC dba Ferguson Waterworks.

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

8. The Board reviewed an easement request from Interstate Power and Light Company for 2436 Parker Ave. A question was raised as to the flexibility provided for rental options. Trustee Loney made a motion to approve the easement request pending a legal opinion confirming that rental options were only in reference to fiber capacity. There was a second by Trustee Mack.

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

Chairperson Eilers left the meeting at 12:48; Trustee Mack assumed Chair duties.

9. The Board reviewed a quote for a new SUV from Stew Hanson Dodge City. There was a motion by Trustee Loney and a second by Trustee Mack to approve the purchase of a new SUV from Stew Hanson Dodge City in the amount of \$40,219.50.

ROLL CALL VOTE: AYES: Trustees: Mack, Loney
NAYS: None
ABSENT: Trustees: Eilers

10. The Board reviewed the Resolution Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Directing Publication of Notice of Bidders for the Marshalltown Water Works for New Well No. 5A Construction project. There was a motion by Trustee Loney and a second by Trustee Mack to approve Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Directing Publication of Notice of Bidders for the Marshalltown Water Works for New Well No. 5a Construction project

ROLL CALL VOTE: AYES: Trustees: Mack, Loney
NAYS: None
ABSENT: Trustees: Eilers

**RESOLUTION SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST
AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS
FOR THE MARSHALLTOWN WATER WORKS
NEW WELL NO. 5A CONSTRUCTION PROJECT**

WHEREAS, there is now on file in the office of the Secretary of the Board of Trustees of the Marshalltown Water Works of the City of Marshalltown, Iowa, proposed plans, specifications, form of contract, and estimated cost for the Marshalltown Water Works New Well No. 5a Construction 2023 Project in the City of Marshalltown, Iowa as is fully set forth in the plans and specifications aforesaid, and

WHEREAS, the cost of the said improvement is in excess of \$196,000.00 and a public hearing on the plans, specifications, form of contract, and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS, it is intended that the cost of said improvement shall be paid from such funds as the Board of Trustees of the Marshalltown Water Works may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally used for such purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MARSHALLTOWN WATER WORKS:

Section 1. That the Board of Trustees does hereby order the construction of the improvement above set out in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications now on file in the office of the Secretary of the Board of Trustees of the Marshalltown Water Works of the City of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the Board.

Section 3. The Contractor will be paid in monthly estimates for work completed and materials on hand as set out in the specifications. The project shall begin on or near the approximate starting date as specified on the form of proposal and shall be completed within the specified number of working days also indicated thereon.

Section 4. That the said improvement shall be paid for from such funds of the Board as may be legally used for such purposes or from the proceeds of the issuance of such bonds as may be legally issued for such purposes, or from any combination of methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith.

Section 5. The Secretary is hereby directed to publish notice of hearing on plans, specifications, form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Board will meet in the Water Works Office, 205 East State Street, Marshalltown, Iowa at 12:00 p.m. local time on the 19th day of September, 2023, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications and form of contract now on file.

Section 6. The Secretary is further directed to advertise for bids in the manner provided by law for the construction of said improvement setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment for the work to be constructed and that such bids be filed and received in the office of the Secretary, 205 East State Street, Marshalltown, Iowa, up to 2:00 p.m. local time on the 13th day of September, 2023 at which time, date, and place the Secretary will open such bids. The bids will then be reviewed and referred to the Board of Trustees for their consideration of such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein,

hereby ordered to be published.

Passed this 15th day of August, 2023 and signed this 15th day of August, 2023.

The Board set the date for the next regular Board meeting as September 19, 2023 at 12:00 PM at the Marshalltown Water Works office at 205 E State St.

The Board adjourned.

Respectfully submitted,

Shelli Lovell
Secretary

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 728
BILLS TO BE PAID
AUGUST 2023**

Arnold Motor Supply	oil,oil filter,air filter,plier,washer fluid, truck lights,grease,astro grip,grease fittings,prime/full strength,cleaner,filter wrench,freon,a/c recharge gauge & hose,DEF	625.50
BDH Technology LLP	domain name renewal	95.00
Brown Winick Law	legal fees	1,512.00
Carus Corporation	polyphosphate	6,615.00
Central Iowa Machine Shop	door for computer box	500.00
Cessford Construction Company	stone	580.81
Column Software PBC	public notifications	235.00
Computer Resource Specialists	install symantec,assisted comp. issues	292.50
CTI Ready Mix	concrete - 5th & 6th Ave project	6,087.50
Dezurik, Ind	flange	242.71
ESRI	subscriptions	1,315.00
Ethanol Products LLC	CO2	4,824.30
Fastenal Company	marking paint	97.40
Ferguson Waterworks	meters	48,150.00
Fisher Scientific Company LLC	lab supplies	2,121.40
Grainger	mallet,hammers,lab supplies,sign	1,299.00
Hach Company	lab supplies	193.48
Hawkins Inc	CL2,fluoride	14,028.50
HDR Engineering Inc	engineering service - membrane train treatment expansion	384,945.53
Home Rental Center & Sales Co	hose gasket,pump,hose	187.00
Idexx Distribution Corp	lab supplies	233.53
John Deere Financial T	impact fuel wrench,special order stihl,safety boots, trimmer line,oil, receiver pin,coupler safety	1,544.39
KB Underground	bore water services	13,570.00
M Gervich & Sons	steel for server box	1,020.00
Marshalltown Chamber of Commerce	membership,dues,economic development	10,229.00

McClure Engineering Co	engineering - water dist system, hydraulic model, wa system study, hydraulic wa system study, meter change out bid	49,359.42
Menards	latch, sprayer, cleaners, de-bug, flap disc, cutting wheel, washer, screws, shovels, hook, hangers, clips, straw, grass seed, hose clamp, hammer, towels, tape, batteries, glass cleaner, protectant trigger, tank sprayer, misc supplies for south tower generator, marking paint, bracket, wall plate, rake, anchors, board, bug swatter, brush, paint cup, paint thinner, measuring wheel, labels, transfer pump, concrete mix, splicer, leader hose, safety glasses, adaptor, bit, coupler, edging, anchor kit, fly trap, tire cement, plugs	1,655.82
Minute Man Inc	shirts	116.00
Mississippi Lime Company	lime	84,615.03
Municipal Supply Inc	copper tube, curb stop, box, & rod, saddle, hammer flare tool, adaptor	10,164.93
NAI Electrical Contractors	generator & installation - South tower	10,669.00
Nelson Fabrication, LLC	flat face tip, flat face coupling	213.08
Onsolve	Code Red renewal	4,630.50
Plumb Supply	cap, nipple, coupling, union	87.03
Proshield Fire & Security	fire extinguisher & inspection	231.70
SHE	Well 5A design	20,100.00
Spahn & Rose Lumber Co	concrete float, lumber	188.42
State Hygienic Laboratory	contract lab services	21.00
Storey Kenworthy	past due notices	418.97
Strands	paint & pails	303.07
Titan Machinery	connector, wire, jumper, coolant recovery, filter, backhoe VID plate, backhoe, rings	2,978.25
Tyler Technologies Inc	meter interface, 1st test file	1,265.00
Total		687,561.77

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 728
BILLS PAID
AUGUST 2023**

Aflac	employee deduction	578.74
Alliant Energy	gas & electricity	55,031.13
American Express	credit card fees	100.68
City of Maarshalltown	sewer receipts - July 2023	461,924.94
City of Maarshalltown	storm sewer receipts July 2023	116,369.01
City of Maarshalltown	landfill receipts July 2023	13,369.30
Connor Hunt	deductible paid	442.31
Connor Hunt	deductible paid	46.75
Consumers Energy	electricity	67.27
Delta Dental of Iowa	employee dental insurance	470.68
Doug Knoll	deductible paid	127.00
Elan	credit card	3,106.39
Health Savings Account	employee deductions	275.00
Health Savings Account	employee deductions	275.00
Heart of Iowa Communications	phone & internet services	642.27
IMWCA	insurane	3,259.00
IMWCA	insurance	3,259.00
Internal Revenue Service	withholding taxes	17,304.76
Internal Revenue Service	withholding taxes	16,404.36
IPERS	employee pension	13,264.12
Isolved Benefit Services WDM	employee deductions	583.58
Jeffery Mahoney	deductible paid	177.00
Kim Carter	office cleaning July 2023	500.00
Lucas Reinert	deductible paid	331.00
Lucas Reinert	deductible paid	331.00
Marshall County Engineers Office	fuel July 2023	2,401.23
Marshalltown Area United Way	employee contributions	20.00
Marshalltown Water Works	storm sewer	172.00
Moler Sanitation	garbage service	100.00
payroll	payroll	47,008.81

payroll	payroll	1,434.64
payroll	payroll	45,078.40
Pitney Bowes Inc Purchase Power	postage machine ink	796.77
Pitney Bowes Reserve	postage	3,500.00
Reliance Standard Life Ins Co	employee life insurance	782.06
Shomo-Madsen Insurance	insurance	2,522.00
Stew Hansen Dodge City	truck	44,527.00
Stone Sanitation	garbage service	168.02
Treasurer State of Iowa	sales tax	10,422.72
Treasurer State of Iowa	water excise tax	36,311.57
Treasurer State of Iowa	state tax withholding	5,022.00
Tyler	credit card fees	3,064.70
United Bank & Trust	returned Nacha	112.97
United Bank & Trust	bank fee	6.00
United Bank & Trust	3,589.47 + 5,000.00	8,589.47
United Bank & Trust	returned Nacha	8.00
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	176.38
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	112.97
United Bank & Trust	bank fee	6.00
United Bank & Trust	3,318.32 + 5,000.00	8,318.32
United Bank & Trust	returned Nacha	164.99
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned check	131.99
United Bank & Trust	bank fee	6.00
UPS	postage	10.20
US Cellular	internet	66.46
Wellmark Blue Cross & Blue Shield	employee health insurance	14,496.85
Yoan Lara Moreno	deductible paid	945.40
Larson Construction Co Inc	deposit returned	97.00
Aone Geothermal	deposit returned	150.00
Shawnda McDaniel	deposit returned	24.96
Felipe M Hernandez	deposit returned	74.22
Ko Mang	deposit returned	26.34
Christopher A Munson	deposit returned	55.31

Samantha L Poulson	deposit returned	66.04
Alexander J Logan	deposit returned	8.61
Vanlandschoot Inc	deposit returned	57.51
City of Marshalltown	deposit returned	14.63
Chad Ritters	deposit returned	31.33
Juana Ibarra Deramire	deposit returned	41.66
Dr Colene Grecian	deposit returned	200.62
Scott W Erikson	deposit returned	134.50
Total		945,724.94

**CUSTOMER SERVICE
MONTHLY REPORT
FOR THE MONTH OF
August 2023**



ACTIVITY	THIS MONTH	THIS MONTH LAST YEAR	2023-2024 FISCAL YEAR
SERVICE CALLS	397	607	710
METERS REPAIRED	0	0	0
REPLACED FROZEN METER	3	0	3
DELINQUENT TAGS	303	303	646
METER SET	0	1	1
TURN OFF FOR NON PAYMENTS	45	53	58
READ AND LEAVE ON - OCCUPANT CHANGE	120	135	203
	868	1099	1621

DISTRIBUTION
Marshalltown Water Works
Board Report
September 19, 2023

PROJECTS

1. 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 6" water main
 - c. South side of 5th Ave has passed pressure and bacteria tests
 - d. Service lines on 5th Ave have been moved to the new water main
 - e. All watermain and service lines have been installed on 5th Ave
 - f. Working on laying water main on 6th Ave
 - g. Transferring water services on 6th Ave and yard restoration
 - h. 5th Ave is complete. We are working on 6th Ave restoration.

2. State Street- Total reconstruction of all utilities and street from 3rd Ave to 3rd Street
 - a. Project has been awarded to Con-Struct
 - b. Project has started and 850' of water main has been installed
 - c. The 12" water main from 1st Ave to 3rd Ave has passed bacteria and pressure tests and service lines have been moved to that section of new main
 - d. Worked has moved to the intersection of 3rd & State Streets

3. 4th Ave Water main replacement
 - a. CGA is preparing plans for a proposed water main replacement from Church to Linn St
 - b. Developer has applied for construction permits
 - c. All watermain has been laid, waiting on testing

4. East Merle Hibbs Development
 - a. Waiting on Construction Permit from Iowa DNR

5. We are working on valve replacements in the NE quadrant of our distribution system.

6. We are painting fire hydrants in the SE quadrant of our distribution system.

MAIN BREAKS (FY 23-24)

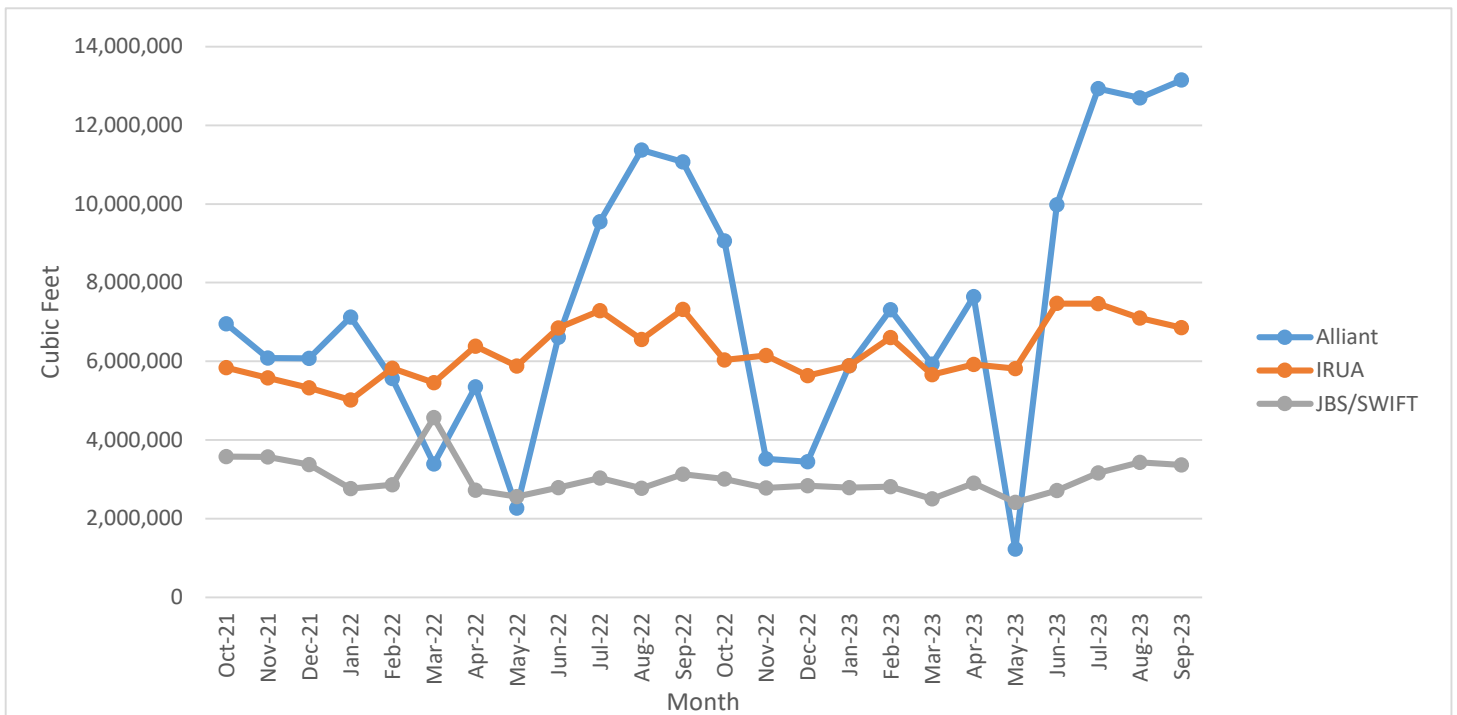
Facilities
Marshalltown Water Works
Board Report
September 19, 2023

1. The South Tower generator has been installed, tested and is online.
2. Well 5A - new check valve was installed.
3. Racom is in the process of installing new radios.
4. Cahoy has completed the rebuild and installation of supernatant pump #2.
5. The tower generators were all serviced and load tested in early September.

MWW Largest Users Monthly Report

August 2023 Board Report

	ALLIANT	IRUA	JBS/SWIFT
Bill Date	Cubic Feet	Cubic Feet	Cubic Feet
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
Dec-22	3,444,400	5,632,360	2,838,400
Jan-23	5,889,900	5,885,553	2,784,600
Feb-23	7,313,200	6,602,838	2,816,500
Mar-23	5,929,400	5,656,726	2,504,000
Apr-23	7,643,900	5,916,510	2,900,100
May-23	1,223,100	5,813,918	2,416,300
Jun-23	9,979,400	7,470,601	2,718,600
Jul-23	12,933,800	7,464,630	3,158,800
Aug-23	12,699,800	7,103,119	3,430,900
Sep-23	13,150,200	6,853,538	3,362,000



PROPERTY TAX LIENS TO CERTIFY - SEPTEMBER 2023

PROPERTY OWNER NAME	ADDRESS TO LIEN	AMOUNT
Corina Garcia		\$7.83
Mad Flipz, LLC	116 N 11th Ave	\$47.65
Roberto D Bautista	114 S 8th St	\$482.28
	TOTAL	\$537.76

SEWER DEPOSIT ACCOUNT
Activity for August
2023

Balance on August 1	\$165,802.57
Deposits for August	\$3,730.00
Interest paid to the City of Marshalltown Check # 2580	\$142.57
Deposit refund for application to the Marshalltown Water Works Check # 2581	\$4,275.00
Interest for August	\$142.41
Balance on August 31	\$165,257.41

MARSHALLTOWN WATER WORKS

**Compiled Financial Statements
And Supplementary Information**

**For the One Month Ended
August 31, 2023**



INCOME STATEMENT
AUGUST 31ST, 2023

	CURRENT PERIOD ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET	Y-T-D PCT	CURRENT PERIOD PRIOR YEAR	Y-T-D PRIOR YEAR
<u>OPERATIONAL</u>						
RESIDENTIAL	232,525.76	456,382.47	2,545,414.19	17.93	219,851.69	418,831.59
MULTI-FAMILY	30,001.95	55,533.54	326,108.20	17.03	27,174.21	49,061.13
COMMERCIAL	80,304.85	133,646.88	682,358.92	19.59	73,309.49	124,771.98
IRRIGATION	16,523.54	30,568.86	117,238.34	26.07	17,405.89	29,266.41
INDUSTRIAL	387,817.32	777,103.23	2,627,185.04	29.58	315,802.36	598,543.95
WHOLESALE	127,319.30	259,255.84	1,410,712.31	18.38	125,661.19	238,245.85
NON-METERED	697.46	1,207.05	4,460.65	27.06	242.94	562.96
TOTAL OPERATING REVENUE	875,190.18	1,713,697.87	7,713,477.65	22.22	779,447.77	1,459,283.87
<u>NON-OPERATIONAL</u>						
CITY CONTRACT SERVICES	7,049.84	13,705.63	80,000.00	17.13	7,048.89	13,705.08
PENALTIES	5,579.10	10,433.25	40,000.00	26.08	5,145.87	9,414.28
CUSTOMER SERVICES	1,549.00	2,483.00	10,000.00	24.83	1,359.00	2,708.00
TESTING LABORATORY	317.00	516.00	3,000.00	17.20	355.50	586.65
MERCHANDISE SALES	2,118.49	2,118.49	300.00	706.16	0.00	450.20
INTEREST	4,613.63	9,159.81	30,000.00	30.53	1,549.04	2,871.52
RENTALS	0.00	0.00	4,000.00	0.00	0.00	0.00
MISC INCOME	5,853.79	10,244.35	30,000.00	34.15	4,104.14	24,523.87
TIMBER SALES	0.00	0.00	0.00	0.00	0.00	0.00
CONNECTION FEES	315.00	780.00	20,000.00	3.90	6,239.00	15,309.00
TAPPING FEES	226.00	339.00	2,000.00	16.95	4,028.00	4,433.00
TOTAL NON-OPERATIONAL SALE	27,621.85	49,779.53	219,300.00	22.70	29,829.44	74,001.60
TOTAL REVENUE	902,812.03	1,763,477.40	7,932,777.65	22.23	809,277.21	1,533,285.47
<u>OPERATING EXPENSES</u>						
SALARIES AND WAGES	135,708.58	268,211.48	1,931,403.00	13.89	132,798.44	260,828.75
PAYROLL TAXES & BENEFITS	44,273.57	90,953.40	652,279.00	13.94	46,167.62	93,500.82
OPTIONAL BENEFITS	4,529.31	8,718.88	72,266.00	12.06	6,235.57	11,169.13
UTILITIES	55,002.71	113,819.08	668,149.00	17.03	53,348.53	119,541.35
FUELS	2,471.22	6,093.19	52,211.00	11.67	7,411.54	12,242.55
SUPPLIES	12,322.84	25,414.05	259,441.00	9.80	24,934.59	40,905.98
MAINTENANCE	24,801.82	35,453.39	303,237.00	11.69	16,744.89	24,247.55
CHEMICALS	110,512.88	171,501.95	1,094,525.00	15.67	71,815.66	122,114.64
CONTRACT SERVICES	53,415.88	122,551.44	923,020.00	13.28	73,869.66	146,493.70
OTHER OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
DEPRECIATION	56,613.56	101,136.12	618,070.00	16.36	42,691.55	85,383.10
TOTAL OPERATING EXPENSE	499,652.37	943,852.98	6,574,601.00	14.36	476,018.05	916,427.57
MISCELLANEOUS EXPENSES	0.00	225.00	110,900.00	0.20	0.00	225.00
ECONOMIC DEVELOPMENT	0.00	0.00	10,000.00	0.00	184.00	184.00
TOTAL NON-OPERATING EXPENSE	0.00	225.00	120,900.00	0.19	184.00	409.00
TOTAL EXPENSES	499,652.37	944,077.98	6,695,501.00	14.10	476,202.05	916,836.57
INCR(DEC) RETAINED EARNINGS	403,159.66	819,399.42	1,237,276.65	66.23	333,075.16	616,448.90

DETAILED WATER WORKS BALANCE SHEET

BALANCE SHEET

AS OF: AUGUST 31ST, 2023

1 -WATER FUND

ACCOUNT#	TITLE	
ASSETS		
=====		
	CASH ON HAND	1,238.00
	PETTY CASH	300.00
	CASH IN BANK	4,674,471.63
	LESS : SINKING FUNDS	(550,636.71)
	SEWER DEPOSIT FUND	0.00
	SEWER CASH	0.00
	STORM SEWER CASH	0.00
	LANDFILL CASH	0.00
	ACCOUNTS RECEIVABLE	819,616.11
	ACCOUNTS RECEIVABLE-AMP	(3,840.13)
	UNAPPLIED CREDITS	(53,635.29)
	OTHER A/R	0.00
	NON CURRENT RECEIVABLES	7,301.89
	MISC AR BILLINGS	134,142.77
	MISC AR UNAPPLIED CREDITS	(98,089.36)
	INTEREST RECEIVABLE	802.05
	CONTRACT RECEIVABLE	0.00
	PREPAID INSURANCE	100,259.65
	UNFINISHED CAP PRO	0.00
	PREPAID BILLING SUPPLIES	9,036.09
	MERCHANDISE FOR RESALE	2,332.10
	PREPAID LIME SLUDGE	(537,918.70)
	PREPAID COMPUTER MAINT	102,052.60
	PREPAID HEALTH INS	0.00
	DERECHO DAMAGER TRACKING ACCT	(367,722.89)
	SINKING FUND	550,636.71
	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	21,262,896.24
	ACCUMULATED DEPR - PLANT	(11,081,069.98)
	DISTRIBUTION SYSTEM & PIPE	16,841,514.07
	ACCUM DEPR DISTRIBUTION	(4,572,676.68)
	METERS	1,776,138.56
	ACCUM DEPR - METERS	(1,242,629.97)
	MACHINE & EQUIPMENT	498,409.83
	ACCUM DEPR - MACH & EQUIP	(408,306.28)
	VEHICLES	409,012.29
	ACCUM DEPR - VEHICLES	(257,726.90)
	CAPITAL IMPROVEMENTS	113,916.16
	ACCUM DEPR - CAPITAL IMPROVEME	(93,436.25)
	CAPITAL IMPROV - BUILDINGS	865,441.01
	ACCUM DEPR - BUILDINGS	(490,732.69)

BALANCE SHEET

AS OF: AUGUST 31ST, 2023

1 -WATER FUND

ACCOUNT#	TITLE		
<hr/>			
	OFFICE EQUIPMENT	490,180.95	
	ACCUM DEPR - OFFICE EQUIPMENT	(417,688.39)	
	BOOSTER STATION	220,652.58	
	ACCUM DEPR - BOOSTER STATION	(101,944.44)	
	BOND ORIGINATION FEE	<u>0.00</u>	
			<u>30,462,422.60</u>
	TOTAL ASSETS		30,462,422.60 =====
LIABILITIES			
=====			
	ACCOUNTS PAYABLE	115,715.29	
	A/P PENDING	(3,431.00)	
	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	2,246.73	
	CUSTOMER DEPOSITS - SEWER	0.00	
	CURRENT REFUNDS PAYABLE	7,573.32	
	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	729.46	
	WATER WORKS INS PORTION	0.00	
	INS DEDUCTIBLE WITHHELD	(25,842.39)	
	VOLUNTARY LIFE INSURANCE	(336.28)	
	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	40,318.44	
	AR MISC STATE SALES TAX	(188.72)	
	AR MISC CITY SALES TAX	(31.46)	
	AR MISC SCHOOL SALES TAX	0.00	
	CURRENT PORTION OF LT DEBT	0.00	
	WA REVENUE CAPITAL LOAN NOTE	4,996,000.00	
	LESS : CURRENT PORTION	<u>0.00</u>	
	TOTAL LIABILITIES		<u>5,323,591.56</u>

1 -WATER FUND

ACCOUNT# TITLE

EQUITY

=====

RETAINED EARNINGS	<u>24,319,431.62</u>
TOTAL BEGINNING EQUITY	24,319,431.62

TOTAL REVENUE	1,763,477.40
TOTAL EXPENSES	<u>944,077.98</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES	819,399.42

TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>25,138,831.04</u>
---------------------------------------	----------------------

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	30,462,422.60
	=====

DETAILED POOLED CASH

9 - POOLED CASH

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
	POOLED CASH	5,412,613.30	
	POOL CASH - SW DEPOSITS	169,490.00	
	DUE FROM WATER FUND	(3,431.00)	
	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>5,578,672.30</u>
	TOTAL ASSETS		5,578,672.30
			=====
LIABILITIES			
=====			
	ACCOUNT PAYABLE	(3,431.00)	
	DUE TO OTHER FUNDS	5,416,748.30	
	DUE TO SW MTR DEPOSITS	165,355.00	
	WAGES PAYABLE	0.00	
	HSA	0.00	
	ACCRUED SALES TAX	<u>0.00</u>	
	TOTAL LIABILITIES		<u>5,578,672.30</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.		5,578,672.30
			=====

MARSHALLTOWN WATER WORKS
INVESTMENT BREAKDOWN
August 31, 2023

ACCOUNT	FUND	AUGUST INTEREST RATE	JULY INTEREST RATE	DATE ISSUED	DATE MATURED	CURRENT VALUE	PREVIOUS VALUE
UNITED BANK & TRUST		1.00%	1.00%	07/01/07	DAILY	\$ 5,396,820.93	\$ 5,641,012.08
UNITED BANK & TRUST - SWEEP ACCT		1.00%	1.00%	07/03/17	DAILY	\$ 1,000.00	\$ 1,000.00
TRANSFER IN TRANSIT(SWEEP TO OP)						\$ 0.85	\$ 0.85
CD 59763 (GNB Bank)	General	4.85%	4.85%	02/23/23	02/23/24	\$ 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 59467 (GNB Bank)	Cap Reserve	4.62%	4.62%	12/06/22	12/06/23	\$ 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						\$ 6,097,821.78	\$ 6,342,012.93

CURRENT TOTAL \$6,097,821.78

Current Average Monthly Yield 1.355%

LAST MONTH TOTAL \$6,342,012.93

Last Month Average Monthly Yield 1.342% .

LAST YEAR TOTAL \$7,546,856.60

Last Year Average Monthly Yield 0.293%

MARSHALLTOWN WATER WORKS
 CAPITAL IMPROVEMENTS
 JULY 1, 2023 - JUNE 30, 2024
 AS OF AUGUST 31, 2023

	Project		APPROVED BUDGET			EXPENDITURES			REMAINING
	#		2023-2024	PRIOR YEARS	TOTAL	2023-2024	PRIOR YEARS	TOTAL	EXPENDITURES
1172-000-PLANT & SOURCE OF SUPPLY									
Inspect/Rehab 2 Wells	135	21904	\$200,000.00	\$400,000.00	\$600,000.00	\$6,000.00	\$161,401.21	\$167,401.21	\$432,598.79
Chemical Feed System upgrades	143	12005	\$10,000.00		\$10,000.00				\$10,000.00
Valve and actuator replacement			\$50,000.00	\$150,000.00	\$200,000.00		\$104,868.68	\$104,868.68	\$95,131.32
CO2 Feed Upgrades				\$400,000.00	\$400,000.00		\$22,565.91	\$22,565.91	\$377,434.09
Treatment Expansion	144	12006	\$8,704,736.00	\$1,985,186.00	\$10,689,922.00	\$366,098.02	\$1,426,717.16	\$1,792,815.18	\$8,897,106.82
Wellfield Expansion	148	22101		\$400,000.00	\$400,000.00		\$179,921.76	\$179,921.76	\$220,078.24
PLC Upgrade	136	12002		\$497,271.57	\$497,271.57	\$33,038.75	\$236,455.42	\$269,494.17	\$227,777.40
Plumbing Replacement				\$100,000.00	\$100,000.00		\$26,697.33	\$26,697.33	\$73,302.67
Widen Driveway				\$100,000.00	\$100,000.00				\$100,000.00
Roof Replacement	147	12007		\$150,000.00	\$150,000.00		\$129,527.22	\$129,527.22	\$20,472.78
Electrical Upgrades			\$70,000.00		\$70,000.00				\$70,000.00
HVAC Replacement			\$220,000.00		\$220,000.00				\$220,000.00
Exterior Lighting			\$10,000.00		\$10,000.00				\$10,000.00
1170-000-LAND									
				\$100,000.00	\$100,000.00				\$100,000.00
1174-000-DISTRIBUTION SYSTEM									
Valve and Hydrant Replacement			\$210,000.00	\$50,000.00	\$260,000.00	\$33,367.50	\$11,796.50	\$45,164.00	\$214,836.00
Water Mains: Replace, Extend, Relocate, Loop									
- 4th Avenue			\$70,000.00		\$70,000.00				\$70,000.00
- S 5th and S 6th Avenue Replacement	149	32101		\$200,000	\$200,000.00	\$25,297.70	\$184,802.17	\$210,099.87	(\$10,099.87)
City/MWW Projects									
- State Street			\$250,000	\$250,000	\$500,000.00		\$265,654.28	\$265,654.28	\$234,345.72
D S Hydraulic Model	153	32301		\$93,500.00	\$93,500.00		\$25,655.00	\$25,655.00	\$67,845.00
South Tower Generator			\$11,000.00		\$11,000.00				\$11,000.00
South Tower Exterior Coating			\$200,000.00		\$200,000.00				\$200,000.00
Storage Building				\$200,000.00	\$200,000.00				\$200,000.00
Trailer			\$25,000.00		\$25,000.00				\$25,000.00
Breaker			\$15,000.00		\$15,000.00				\$15,000.00
Tampers			\$10,000.00		\$10,000.00				\$10,000.00
Truck Utility Box			\$12,000.00		\$12,000.00				\$12,000.00
Lawn Rake			\$3,000.00		\$3,000.00				\$3,000.00
Water Tower Repairs			\$170,000.00		\$170,000.00				\$170,000.00
1176-000 - METERS									
- Routine Meter Program			\$100,000.00	\$400,000.00	\$500,000.00	\$13,476.24	\$243,737.46	\$257,213.70	\$242,786.30
- Meter/Touch Pad Upgrade Program	155	92301	\$700,000.00	\$346,900.00	\$1,046,900.00	\$779.17	\$57,221.42	\$58,000.59	\$988,899.41
1178-000 - EQUIPMENT									
Dump Truck				\$175,000.00	\$175,000.00		\$46,645.00	\$46,645.00	\$128,355.00
1180-000-VEHICLES									
			\$40,000.00	\$100,000.00	\$140,000.00	\$44,527.00	\$43,451.05	\$87,978.05	\$52,021.95
1182-000-GENERAL									
1184-000-BUILDING									
Remaining Office Building Interior Updates	137	52001		\$13,485	\$13,485.44		\$11,954.15	\$11,954.15	\$1,531.29
Security Camera			\$5,000.00		\$5,000.00				\$5,000.00
Fireproof Safe			\$3,000.00		\$3,000.00				\$3,000.00
1186-000-OFFICE EQUIPMENT									
Radios	159	102301	\$60,000.00		\$60,000.00				\$60,000.00
Computer Replacements	156	102201	\$3,000.00	\$25,000.00	\$28,000.00		\$23,100.79	\$23,100.79	\$4,899.21
Remaining IT Upgrade	157	102202		\$53,301.06	\$53,301.06	\$15,805.80	\$46,368.78	\$62,174.58	(\$8,873.52)
Tyler Programming Upgrade	158	102203		\$79,000.00	\$79,000.00		\$8,715.00	\$8,715.00	\$70,285.00
1188-000 BOOSTER STATION									
Total FY 22-23									
			\$11,151,736.00	\$6,268,644.07	\$17,420,380.07	\$538,390.18	\$3,257,256.29	\$3,795,646.47	\$13,624,733.60



September 1, 2023

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

2023 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 \$192,000.00.
- 2) The work shall be completed by January 31, 2024.

It is further understood that 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:

9/1/23

Agreement

Between

Marshalltown Water Works

And

Ferguson Enterprises, LLC

dba Ferguson Water Works

For

Marshalltown Water Works

Metering Equipment Changeout 2023

TABLE OF CONTENTS

Article 1 – GOODS AND SPECIAL SERVICES..... 2

Article 2 – THE PROJECT..... 2

Article 3 – ENGINEER 2

Article 4 – POINT OF DESTINATION 2

Article 5 – CONTRACT TIMES 2

Article 6 – CONTRACT PRICE 3

Article 7 – PAYMENT PROCEDURES 3

Article 8 – INTEREST..... 4

Article 9 – SELLER’S REPRESENTATIONS 4

Article 10 – CONTRACT DOCUMENTS..... 5

Article 11 – MISCELLANEOUS..... 6

AGREEMENT

THIS AGREEMENT is by and between Marshalltown Water Works ("Buyer") and Ferguson Enterprises, LLC dba Ferguson Waterworks ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by **McClure Engineering Company** ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as:

**Marshalltown Water Works
205 East State Street
Marshalltown, Iowa 50158**

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

A. *Days for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

- B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery 75 days (but not earlier than 45 days) after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.
- C. *Days for Furnishing Special Services:* The furnishing of Special Services to Buyer will commence within 14 days after Buyer's acknowledgement of receipt of delivery of the Goods, and shall be completed within 30 days thereafter.

5.03 *Buyer's Final Inspection*

- A. *Days to Achieve Final Inspection:* Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within 7 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

- A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to ten (10) percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to ninety (90) percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
 - E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 - F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 11, inclusive);
 2. Performance Bond (pages 1 to 3, inclusive);
 3. Payment Bond (pages 1 to 3, inclusive);
 4. Other bonds
 - a. _____ (pages ____ to ____, inclusive);
 - b. _____ (pages __ to __, inclusive);
 - c. _____ (pages __ to __, inclusive);
 5. General Conditions (pages 1 to 26, inclusive);
 6. Supplementary Conditions (pages 1 to 8, inclusive);
 7. Specifications as listed in table of contents of the Project Manual;
 8. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive, with each sheet bearing the following general title: **N/A**
 9. Addenda (Numbers 1 to 2, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. ~~Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.~~
 - b. ~~Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.~~
 - c. Seller's Bid, solely as to the prices set forth therein (pages 3 to 5, inclusive);
 - d. ~~Documentation submitted by Seller prior to Notice of Award (pages __ to __, inclusive);~~
 - e. _____;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur on or about [_____]. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.
- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Mutual Limitation of Liability: Buyer and Seller further agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to the amount established in this Agreement as the Contract Price.
- C. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim

by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: _____

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Seller: Ferguson Waterworks

By: _____
[Corporate Seal]

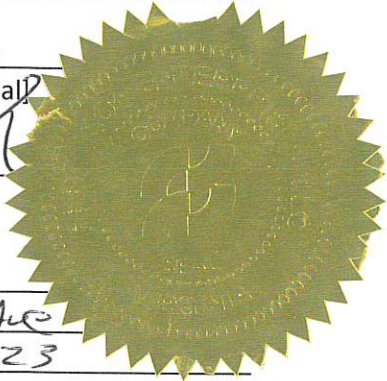
Attest: _____

Address for giving notice:
Bradley C. Klein
14607 Holcomb Ave
Urbankale, IA 50323

Agent for service of process:
N/A

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: Bradley C. Klein
Title: Area Sales Manager
Address: 14607 Holcomb Ave, Urbankale, IA 50323
Phone: 515-419-5684
Facsimile: NA



**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on *[insert date]*.

[or]

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between _____ (“Buyer”) and _____ (“Seller”) for furnishing Goods and Special Services under the Contract Documents entitled _____

is hereby assigned, transferred, and set over to _____ (“Construction Contractor”). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Buyer
By: _____
(Signature) (Title)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY:

(If Seller is a corporation, attach evidence of authority to sign.)

Seller
By: _____
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

Construction Contractor
By: _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled _____ by and between _____ ("Buyer") and _____ ("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

- D. provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	PROPAGATION STUDY	LS	1	\$ -	\$ -
2	FURNISH 5/8" x 3/4" POSITIVE DISPLACEMENT METER	EA	750	\$ 115.00	\$ 86,250.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3	FURNISH 3/4" POSITIVE DISPLACEMENT METER	EA	1	\$ 188.00	\$ 188.00
4	FURNISH 1" POSITIVE DISPLACEMENT METER	EA	1	\$ 255.00	\$ 255.00
5	FURNISH 1 1/2" POSITIVE DISPLACEMENT METER	EA	1	\$ 758.00	\$ 758.00
6	FURNISH 2" COMPOUND METER	EA	1	\$ 925.00	\$ 925.00
7	FURNISH 3" COMPOUND METER	EA	1	\$ 2,785.00	\$ 2,785.00
8	FURNISH 4" COMPOUND METER	EA	1	\$ 3,485.00	\$ 3,485.00
9	FURNISH 6" COMPOUND METER	EA	1	\$ 6,102.00	\$ 6,102.00
10	FURNISH 8" COMPOUND METER	EA	1	\$ 9,516.00	\$ 9,516.00
11	FURNISH 10" TURBINE METER	EA	1	\$ 11,888.00	\$ 11,888.00
12	INSTALL 5/8" x 3/4" POSITIVE DISPLACEMENT METER	EA	30	\$ 95.00	\$ 2,850.00
13	INSTALL 3/4" POSITIVE DISPLACEMENT METER	EA	1	\$ 95.00	\$ 95.00
14	INSTALL 1" POSITIVE DISPLACEMENT METER	EA	1	\$ 95.00	\$ 95.00
15	INSTALL 1 1/2" POSITIVE DISPLACEMENT METER	EA	1	\$ 450.00	\$ 450.00
16	INSTALL 2" COMPOUND METER	EA	1	\$ 450.00	\$ 450.00
17	INSTALL 3" COMPOUND METER	EA	1	\$ 795.00	\$ 795.00
18	INSTALL 4" COMPOUND METER	EA	1	\$ 965.00	\$ 965.00
19	INSTALL 6" COMPOUND METER	EA	1	\$ 1,500.00	\$ 1,500.00
20	INSTALL 8" COMPOUND METER	EA	1	\$ 2,750.00	\$ 2,750.00
21	INSTALL 10" TURBINE METER	EA	1	\$ 3,500.00	\$ 3,500.00
22	FURNISH METER INTERFACE UNIT	EA	10,500	\$ 100.00	\$ 1,050,000.00
23	FURNISH REGISTER	EA	750	\$ 78.50	\$ 58,875.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
24	INSTALL METER INTERFACE UNIT (INTERIOR)	EA	10	\$ 72.00	\$ 720.00
25	INSTALL METER INTERFACE UNIT (EXTERIOR)	EA	25	\$ 102.00	\$ 2,550.00
26	INSTALL REGISTER	EA	35	\$ 12.00	\$ 420.00
27	MOBILE TRANSCEIVER	EA	1	\$ 9,000.00	\$ 9,000.00
28	SOFTWARE SUPPLY AND CONFIGURATION	LS	1	\$ 3,000.00	\$ 3,000.00
29	ANNUAL SOFTWARE FEES	LS	1	\$ 8,911.40	\$ 8,911.40
Total of All Bid Prices					\$1,269,078.40

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

TABULATION OF BIDS FOR 2023-2024 CHEMICALS FOR MARSHALLTOWN WATER WORKS

BIDDER NAME/ADDRESS		FLUOROSILICIC ACID (gal)	SODIUM HEXAMETAPHOSPHATE (lb)	LIQUID SODIUM HYPOCHLORITE (gal)	CARBON DIOXIDE (lb)
Carus Chemical - LLC 315 5th St Peru IL 61354	1 YEAR BID	No Bid	\$2.51	No Bid	No Bid
	6 MONTH BID		\$2.51		
Chem-Sult PO Box 255 Creston IA 50801	1 YEAR BID	\$6.44	No Bid	No Bid	No Bid
	6 MONTH BID	\$6.03			
Hawkins Water Treatment Group 101 Green Street Box 56 Slater IA 50244	1 YEAR BID	\$4.25	No Bid	\$2.25	No Bid
	6 MONTH BID	\$4.05		\$2.05	
DPC Industries 11202 S 25th St Bellevue NE 68123	1 YEAR BID	No Bid	No Bid	No Bid	No Bid
	6 MONTH BID				
Sterling Water Technologies 3015 State Road Croydon PA 19021	1 YEAR BID	No Bid	\$2.6885	No Bid	No Bid
	6 MONTH BID		\$2.5122		
Poet Pure 3939 N Webb Rd Wichita KS 67226	1 YEAR BID	No Bid	No Bid	No Bid	\$0.105
	6 MONTH BID				\$0.105
Linde Inc 9000 Hugh Grove Blvd Burr Ridge IL 60527	1 YEAR BID	No Bid	No Bid	No Bid	\$0.1625
	6 MONTH BID				\$0.1625
ACCO Unlimited Corp 5105 NW JOHNSTON DR Johnston IA 5131	1 YEAR BID	\$4.48	\$2.92	\$2.28	No Bid
	6 MONTH BID	No Bid	No Bid	No Bid	No Bid
Brenntag NE LLC 81 W Huller Lane Reading PA 19605	1 YEAR BID	No Bid	No Bid	No Bid	No Bid
	6 MONTH BID		\$2.39	\$3.75	

/s/ *Shelli Lovell*

Shelli Lovell, General Manager
MARSHALLTOWN WATER WORKS

<u>2022-2023 CONTRACT PRICES</u>	Annual Usage (Est.)
Fluorosilicic Acid - Hawkins - \$4.70/gal	5,000 gal
Sodium Hexametaphosphate - Carus - \$3.07/gal - \$3.15/gal	15,000 lb
Liquid Sodium Hypochlorite - Hawkins - \$2.05/gal	50,000 gal
Carbon Dioxide - Poet - \$0.100/lb	665,000 lb