



**BOARD OF TRUSTEES**  
**Regular Meeting Agenda**  
205 East State Street  
**December 21, 2023 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 November 21, 2023
  - b. Approval of Bill Schedule #731 Totaling \$1,418,370.81
  - 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; as well as the corrected October 2023 Investment Report
6. **Decision:** Review and approval of Resolution Naming Depositories as Per Iowa Code Section 12
7. **Decision:** Review and approval of progress payment #1 for the Marshalltown Water Works Well 5A project in the amount of \$24,443.50 to Traut Companies
8. **Decision:** Review and approval of Amendment No. 1 to Resolution Approving Task Order 5 for Engineering Services Agreement for the Design and Construction of New Reverse Osmosis (RO) Membrane Treatment Process Train with HDR Engineering, Inc.
9. **Decision:** Review and approval of Master Agreement for Professional Services with SEH Inc for provision of professional engineering, consulting and related services
10. **Decision:** Review and approval of Task Order 1 with SEH Inc for On-Call General Engineering Services
11. **Decision:** Approve bid and award contract to provide pebble quicklime to the Water Treatment Plant for calendar year 2024
12. **Decision:** Review and approval of progress payment #2 for the Marshalltown Water Works Treatment Plant Expansion/RO Membrane project in the amount of \$81,807.31 to Harn R/O Systems Inc
13. Set date and time for next regular meeting

**MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES**  
**REGULAR BOARD MEETING**  
**November 21, 2023 12:00 Noon**  
**205 East State Street**

1. ROLL CALL:       PRESENT: Trustees: Eilers, Mack, Loney  
                          ABSENT:   None  
                          GUEST:    Beth Miller, Bowman and Miller, P.C., Marshalltown, IA

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

ROLL CALL VOTE: AYES:           Trustees: Eilers, Mack, Loney  
                          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.

4. There was a motion by Trustee Loney to approve the Consent Agenda: Approval of Regular Board Meeting Minutes of October 17, 2023; Approval of Bill Schedule #730 totaling \$ 1,996,816.72; 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: Eilers, Mack, Loney  
                          NAYS:           None

5. The Board reviewed the accounts with unpaid “storm sewer only” charges that are eligible to become a lien upon real estate. There was a motion by Trustee Loney and a second by Trustee Mack to approve accounts to become eligible to become a lien upon the real estate.

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

6. The Board reviewed the monthly financial statement, investment report and capital report. Trustee Loney noted an inaccuracy regarding interest rates for CDs purchased in September 2023 and requested that a correction be brought to the next meeting. There was a motion by Trustee Mack and a second by Trustee Loney to approve the reports, noting the needed correction for the investment report, and place them on file.

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

7. The Board reviewed an agreement between Marshalltown Water Works and Bowman and Miller, P.C. for audit services for fiscal year 2023-2024. There was a motion by Trustee Loney and a second by Trustee Mack to approve the agreement between Marshalltown Water Works and Bowman and Miller, P.C. for audit services for fiscal year 2023-2024.

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

8. Auditor Beth Miller of Bowman and Miller, P.C. presented the 2022-2023 Audit Report. She reported no findings for the fiscal year. There was a motion by Trustee Mack and a second by Trustee Loney to approve the 2022-2023 Audit and to direct publication of the

News Release.

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

9. The Board reviewed the Rise M, LLC Developer Agreement for a property along E Merle Hibbs Blvd. There was a motion by Trustee Mack and a second by Trustee Loney to approve the Rise M, LLC Developer Agreement for a property along E Merle Hibbs Blvd.

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

10. The Board discussed the need to fill the vacant MWW Board position on the MWW Pension Board. Trustee Loney nominated Trustee Mack. There was a second by Trustee Eilers to nominate Trustee Mack to the MWW Pension Board.

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

11. General Manager Lovell provide the Board with an update on the Marshalltown Center, noting that several businesses were still operating at the mall and that MWW was working with Marshalltown Center staff and the Marshalltown Fire Department to consider preventative measures that could be taken to keep the water lines from freezing without heat in the common areas of the mall. She also provided an update on drought conditions, noting that higher than normal precipitation in October helped conditions, but there are still statewide concerns that threats of drought continue into the next calendar year.

13. The Board set the date for the next regular Board meeting as December 14, 2023 at 12:00 PM at the Marshalltown Water Works office at 205 E State St.

12. There was a motion by Trustee Mack and a second by Trustee Loney to close the regular session and enter into 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.

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

After approximately 15 minutes, there was a motion by Trustee Mack and a second by Trustee Loney to end the closed session.

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

The Board adjourned.

Respectfully submitted,

Shelli Lovell  
Secretary

**MARSHALLTOWN WATER WORKS  
BILL SCHEDULE # 731  
BILLS TO BE PAID  
NOVEMBER 2023**

Arnold Motor Supply	hydraulic fitting,bone sponge,air filters, oilpre filter,brake cleaner	352.45
Automatic Systems Co	PLC upgrade	69,276.00
B & G HVAC Inc	motor repair	122.00
Brown Winick Law	legal fees	1,721.25
CDW Government Inc	cah receipt paper	109.32
Central Iowa Distributing	triple melt	104.00
Central Iowa Machine Shop	bracket	95.00
Cessford Construction Company	stone	2,862.83
Column Software PBC	public notifications	219.85
Con-Struct Inc	24" insert - plant leaking valve,lower 16" water main/State St	58,059.92
CTI Ready Mix	concrete-plant,5th Ave/Riverside,6th Ave/Anson	10,883.50
Dell Marketing L P	laptop & computer	3,099.98
Dezurik	blow off pit valve	4,754.68
Electric Supply of Marshalltown	LED bulbs	462.28
Electrical Engineering & Equipment Co	service generators	1,310.00
Ethanol Products LLC	CO2	2,764.34
Fastenal Company	marking paint	48.70
Ferguson	meters	115,000.00
Fisher Scientific Company LLC	lab supplies	616.11
Grainger	air filters	302.76
Hach Company	lab supplies,CLT10 repair,cartridge	4,784.04
Hawkins Inc	CL2 & fluoride	9,546.75
HDR Engineering Inc	engineering services - plant expansion	130,916.64
Home Rental Center & Sales Co	barricades & vibraplate rentals,propane refill	862.43
Hupp Electric	heater & slaker motors,testing well pump	5,061.00
Idexx Distribution Corp	lab supplies	607.96
John Deere Financial T	safety boots,PVC elbow,salt,coats,face masks,hoods,gloves,spot light,battery, grease,LED kit,trigger	1,172.27

KB Underground	water main repair	1,365.00
Laurel Diesel Services	backhoe repairs	1,623.84
Maguire Iron Inc	GSR inspection	3,300.00
McAtee Tire Sales	tire repair,backhoe tire	417.80
McClure	hydraulic model,water system study, meter exchange	8,446.25
Menards	air tank,PVC SCH 80,bushings, wiregards,cleaner,lights,blue teflon,digital T-stat,adapter, conduit, alum sheet,knockout seal,pail, disinfectant wipes,PVC pipe,cleaner, caps,litter, switch plate,toggle, lampholder,dryer plug,oil dry,screws, caution tape,pea gravel>window wash kit,ext handle	515.39
Minute Man Inc	final notice door tags,past due notices	6,667.50
Mississippi Lime Company	lime	27,670.13
Nelson Fabrication, LLC	hoses for backhoe	82.00
SEH	engineering services - well replacement,data	4,615.00
State Hygienic Laboratory	contract lab services	21.00
Times Republican	public notifications	636.80
Thompson True Value	building material	2.96
Titan Machinery	backhoe parts,screws,nuts,washers, spacers	152.46
Trane U S Inc	plant furnace	264.16
Tyler Technologies Inc	Neptune 360 software	507.50
Van Meter Inc	fuses	559.63
<b>Total</b>		<b>481,963.48</b>

**MARSHALLTOWN WATER WORKS  
BILL SCHEDULE # 731  
BILLS PAID  
NOVEMBER 2023**

AFLAC	employee deduction	578.74
Alliant Energy	gas & electricity	31,031.77
American Express	cc fee	12.00
City of Marshalltown	sewer receipts Oct 2023	478,470.85
City of Marshalltown	storm sewer receipts Oct 2023	116,343.84
City of Marshalltown	landfill receipts Oct 2023	12,437.53
Consumers Energy	electricity	136.89
Delta Dental	employee dental insurance	399.10
Elan	credit card payment	7,251.02
Health Savings Account	employee deductions	275.00
Health Savings Account	employee deductions	275.00
Heart of Iowa Communication	phone & internet services	632.07
IMWCA	work comp insurance	3,259.00
Internal Revenue Service	11/22 payroll	18,172.23
Internal Revenue Service	11/9 payroll	17,072.09
Iowa Department of Natural Resources	Lab Certification Application	800.00
Iowa One Call	One Call services	625.10
IPERS	employee pension	13,745.09
Isolved Benefit Services WDM	employee deductions	543.58
Kim Carter	office cleaning Oct 2023	500.00
Marshall County Engineers Office	fuel - Oct 2023	3,141.45
Marshalltown Area United Way	employee contributions	20.00
Marshalltown Water Works	storm sewer	172.00
Moler Sanitation	garbage service	104.50
payroll	payroll	47,325.16
payroll	payroll	50,421.20
Pitney Bowes Bank Inc Reserve Account	postage	5,200.00
Reliance Standard Life Ins Co	employee life insurance	836.52
Stone Sanitation	garbage service	167.92
Treasurer State Of Iowa	state tax withholding	5,233.87

Treasurer State Of Iowa	excise Tax	34,993.39
Treasurer State Of Iowa	sales tax	10,969.36
Tyler Tech	credit card fees	283.81
Tyler Tech	credit card fees	3,655.63
United Bank & Trust	returned check	436.10
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension 3,357.99 + 5,000.00	8,357.99
United Bank & Trust	pension 3,599.51 + 5,000.00	8,599.51
United Bank & Trust	returned Nach	100.29
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	303.21
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension correction	10.68
United Bank & Trust	returned Nacha	93.21
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	111.58
United Bank & Trust	bank fee	6.00
UPS	postage	35.47
US Cellular	internet	27.23
US Postal Service	prepaid postage	100.00
Wellmark Blue Cross and Blue Shield	employee health insurance	17,057.08
Yoan Lara Moreno	deductible paid	1,758.90
Julian Ramirez	deposit return	73.24
Dennis Myers	deposit return	144.68
Marjean Lanza	deposit return	93.95
Citlali Rodriguez	deposit return	157.36
Jeff Goecke	deposit return	50.36
Maria L Vazquez	deposit return	40.39
Alfreda Emery	deposit return	39.04
Eduardo R Cruz	deposit return	24.99
David L Vilez	deposit return	1,473.35
Skyler B Blocker	deposit return	29.37
Tricia L Rodgers	deposit return	6.82
Richard Aoci	deposit return	86.12
David M Myers	deposit return	27.76
Jose J Sanchez	deposit return	21.45

Sawyer P Kroutz	deposit return	16.52
Bruce A Ofori	deposit return	133.96
Shabely Almeida	deposit return	69.31
Scott R Porter	deposit return	71.35
Joe Gorrell	deposit return	37.00
Jeff D Ridout	deposit return	50.60
Heather L Thompson	deposit return	36.49
Patricia G Neville	deposit return	82.68
Unity Point Health	overpayment return	31,283.40
Beau A Malcolm	overpayment return	250.18
<b>Total</b>		<b>936,407.33</b>



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



<b>ACTIVITY</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>2023-2024 FISCAL YEAR</b>
SERVICE CALLS	283	277	1601
METERS REPAIRED	0	0	0
REPLACED FROZEN METER	1	3	8
DELINQUENT TAGS	619	371	1740
METER SET	0	0	2
TURN OFF FOR NON PAYMENTS	31	45	153
READ AND LEAVE ON - OCCUPANT CHANGE	107	123	537
	1041	819	4041

DISTRIBUTION  
Marshalltown Water Works  
Board Report  
December 21, 2023

PROJECTS

1. 5<sup>th</sup> and 6<sup>th</sup> Avenue – Replacement of water main
  - a. Have begun laying new water main on 5<sup>th</sup> Ave
  - b. MWW has laid 1000' of new 6" water main
  - c. South side of 5<sup>th</sup> Ave has passed pressure and bacteria tests
  - d. Service lines on 5<sup>th</sup> Ave have been moved to the new water main
  - e. All watermain and service lines have been installed on 5<sup>th</sup> Ave
  - f. Working on laying water main on 6<sup>th</sup> Ave
  - g. Transferring water services on 6<sup>th</sup> Ave and yard restoration
  - h. 5<sup>th</sup> Ave is complete. We are working on 6<sup>th</sup> Ave restoration.
  - i. All work is completed for this project
  
2. State Street- Total reconstruction of all utilities and street from 3<sup>rd</sup> Ave to 3<sup>rd</sup> 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 1<sup>st</sup> Ave to 3<sup>rd</sup> Ave has passed bacteria and pressure tests and service lines have been moved to that section of new main
  - d. All water main from 3<sup>rd</sup> Ave to 3<sup>rd</sup> Street, except for a section crossing Center Street has been completed. The Center Street section will be completed next construction season.
  
3. 4<sup>th</sup> 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, all tests have passed.
  - d. Installation of all service lines are completed
  
4. East Merle Hibbs Development
  - a. Waiting on Construction Permit from Iowa DNR
  - b. Permits were issued and all water main work has been completed
  
5. System-wide hydrant flushing started November 20

MAIN BREAKS (FY 23-24)

1. September 11, 2023 Washington St and Center St, 8" crack- cause unknown
2. October 9, 2023 1609 S Center St, 6" sheer break-cause unknown
3. October 14, 2023 408 S 5<sup>th</sup> St, 6" 2' long crack- cause unknown
4. October 24, 2023 1302 E State St, 6" Sheer break- cause unknown
5. November 28, 2023 Lincoln Way and Brentwood Rd, 6" sheer break-cause unknown
6. December 7, 2023 E Boone St (County Shop) 6" 2' long crack-cause street sweeper

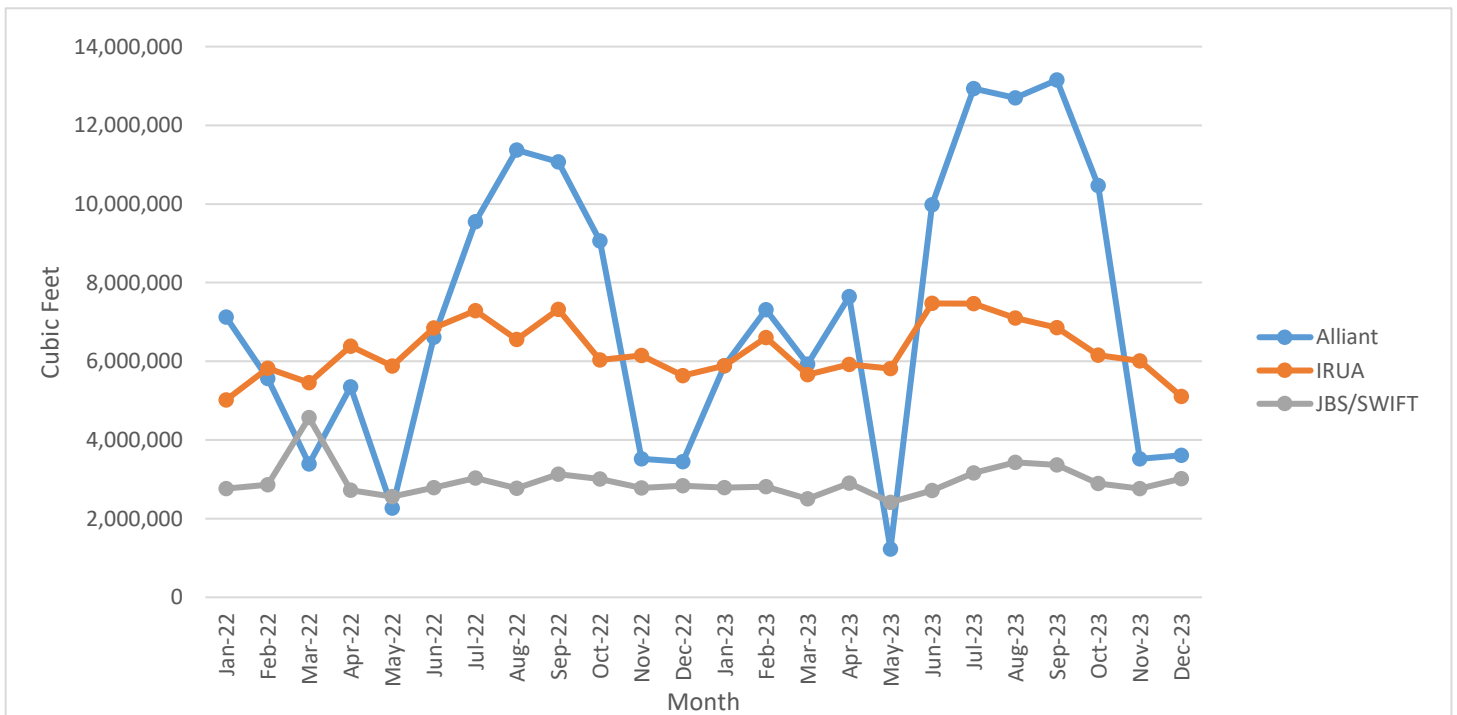
Facilities  
Marshalltown Water Works  
Board Report  
December 21, 2023

1. Wulfekhule has completed the clean out of the south lime sludge pond.
2. We have drained the ground storage reservoirs south of the plant for inspection and isolation.
3. Hupp Electric has completed the annual vibration testing of the well pumps.
4. Ziegler has completed annual preventative maintenance on the main plant switch gear and tested all well pump motors.
5. The PLC upgrade project is nearing completion with a short punch list of items left.

# MWW Largest Users Monthly Report

## December 2023 Board Report

	ALLIANT	IRUA	JBS/SWIFT
Bill Date	Cubic Feet	Cubic Feet	Cubic Feet
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
Oct-23	10,465,100	6,152,851	2,897,900
Nov-23	3,521,900	6,012,034	2,760,700
Dec-23	3,610,200	5,109,081	3,017,400



# PROPERTY TAX LIENS TO CERTIFY - DEC 2023

<b>PROPERTY OWNER NAME</b>	<b>ADDRESS TO LIEN</b>	<b>AMOUNT</b>
Antonio Robles Solano	105 N 5th Ave	\$224.22
DJ Rentals Cooperative	710 S 12th St	\$75.47
Juan Antonio Sanchez Santibanez	911 N 5th Ave	\$50.53
Lynn Robert	Lynn Robert	\$104.03
Mario A Gonzalez	620 Union St	\$131.43
Prairie Home Properties LLC	1003 S 12th St	\$130.39
Reina Cruz	611 N 5th Ave	\$161.14
Robert D Hessenius	212 N 5th St	\$143.03
Roger & Melanie Hatch	404 N 16th St	\$113.43
Wayne T Ehrhardt	408 1/2 N 3rd St	\$98.07
	<b>TOTAL</b>	<b>\$1,231.74</b>

SEWER DEPOSIT ACCOUNT  
Activity for November  
2023

<b>Balance on November 1</b>	165,390.49
Deposits for November	\$3,965.00
Interest paid to the City of Marshalltown Check 2585	\$185.49
Deposit refund for application to the Marshalltown Water Works Check # 2586	\$3,640.00
Interest for November	\$171.96
<b>Balance on November 30</b>	<b>\$165,701.96</b>

**MARSHALLTOWN WATER WORKS**

**Compiled Financial Statements  
And Supplementary Information**

**For the One Month Ended  
November 30, 2023**



# INCOME STATEMENT

Marshalltown Water Works, IA

Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

## Revenue Summary

Revenue		Current Total Budget	Period Activity	Y-T-D PCT	Fiscal Activity
<a href="#">1-501-000</a>	WATER SALES RESIDENTIAL	2,545,414.19	197601.44	43.58%	1,109,180.01
<a href="#">1-501-001</a>	WATER SALES MULTI-FAMILY	326,108.20	24867.22	41.73%	136080.84
<a href="#">1-501-002</a>	WATER SALES COMMERCIAL	682,358.92	49272.19	45.83%	312694.31
<a href="#">1-501-003</a>	WATER SALES IRRIGATION	117,238.34	11165.3	64.54%	75669.46
<a href="#">1-501-004</a>	WATER SALES INDUSTRIAL	2,627,185.04	161381.77	63.16%	1659416.77
<a href="#">1-501-005</a>	WATER SALES WHOLESALE	1,410,712.31	1933691.78	171.48%	2419055.66
<a href="#">1-501-006</a>	WATER SALES NON METERED	4,460.65	461.37	58.45%	2607.07
<a href="#">1-601-000</a>	CITY CONTRACT SERVICES	80,000.00	13704.88	42.59%	34069.3
<a href="#">1-602-000</a>	PENALTIES	40,000.00	6360.57	71.80%	28721.8
<a href="#">1-603-000</a>	CUSTOMER SERVICE	10,000.00	993	61.85%	6185
<a href="#">1-604-000</a>	TESTING LABORATORIES	3,000.00	185	36.78%	1103.5
<a href="#">1-605-000</a>	MERCHANDISE SALES	300.00	0	1905.60%	5716.81
<a href="#">1-606-000</a>	INTEREST	30,000.00	7966.58	115.87%	34762.28
<a href="#">1-607-000</a>	RENTALS	4,000.00	3712	92.80%	3712
<a href="#">1-608-000</a>	MISC INCOME	30,000.00	5751.39	84.52%	25355.68
<a href="#">1-613-000</a>	CONNECTION FEES	20,000.00	1249	63.07%	12614
<a href="#">1-614-000</a>	TAPPING FEES	2,000.00	176	31.40%	628
<b>Total Revenue:</b>		<b>7,932,777.65</b>	<b>2,418,539.49</b>	<b>73.97%</b>	<b>5,867,572.49</b>

## Expense Summary

ExpCategory	Current Total Budget	Period Activity	Y-T-D PCT	Fiscal Activity
1 - EMPLOYEE SALARIES	1931403	142097.49	38.67%	746969.43
2 - EMPLOYEE BENEFITS	724545	51173.87	37.05%	268418.53
3 - UTILITIES	668149	31513.06	37.14%	248121.06
4 - DEPRECIATION	618070	50568.05	40.91%	252840.27
5 - FUELS	52211	6815.24	35.81%	18698.07
6 - SUPPLIES	259441	29705.57	30.04%	77929.4
7 - MAINTENANCE	303237	53768.72	45.08%	136709.54
8 - CHEMICALS	1094525	72186.43	39.03%	427245.98
9 - CONTRACT SERVICE	1043920	63051.52	30.79%	321371.75
<b>Total Expense:</b>	<b>6,695,501.00</b>	<b>500,879.95</b>	<b>37.31%</b>	<b>2,498,304.03</b>
<b>Retained Earnings:</b>	<b>1,237,276.65</b>	<b>1,917,659.54</b>	<b>272.31%</b>	<b>3,369,268.46</b>



**DETAILED WATER WORKS BALANCE SHEET**

Account	Name	Balance
<b>Fund: 1 - WATER FUND</b>		
<b>Assets</b>		
<a href="#">1-101-000</a>	CASH ON HAND	1238
<a href="#">1-102-000</a>	PETTY CASH	300
<a href="#">1-103-000</a>	CASH IN BANK	6415165.61
<a href="#">1-105-000</a>	LESS : SINKING FUNDS	-219960
<a href="#">1-130-000</a>	ACCOUNTS RECEIVABLE	2277193.04
<a href="#">1-130-001</a>	ACCOUNTS RECEIVABLE-AMP	-6134.13
<a href="#">1-130-002</a>	UNAPPLIED CREDITS	-58492.82
<a href="#">1-130-004</a>	NON CURRENT RECEIVABLES	1080.39
<a href="#">1-131-000</a>	MISC AR BILLINGS	143765.48
<a href="#">1-131-002</a>	MISC AR UNAPPLIED CREDITS	-98090.08
<a href="#">1-132-000</a>	INTEREST RECEIVABLE	5570.92
<a href="#">1-137-000</a>	PREPAID INSURANCE	83475.43
<a href="#">1-139-000</a>	PREPAID BILLING SUPPLIES	0
<a href="#">1-140-000</a>	MERCHANDISE FOR RESALE	2332.1
<a href="#">1-141-000</a>	PREPAID LIME SLUDGE	-150000
<a href="#">1-142-000</a>	PREPAID COMPUTER MAINT	29730.57
<a href="#">1-144-000</a>	DERECHO DAMAGER TRACKING ACCT	0
<a href="#">1-145-000</a>	SINKING FUND	219960
<a href="#">1-151-000</a>	TEMP CASH INVESTMENT	306836.22
<a href="#">1-154-000</a>	CAPITAL RESERVE INVESTMEN	504899.4
<a href="#">1-156-000</a>	IMPROVEMENT FUND	-100000
<a href="#">1-170-000</a>	LAND	1115720.58
<a href="#">1-171-000</a>	CONSTRUCTION IN PROGRESS	1512996.24
<a href="#">1-172-000</a>	PLANT & SOURCE OF SUPPLY	20860994.62
<a href="#">1-173-000</a>	ACCUMULATED DEPR - PLANT	-11163784.19
<a href="#">1-174-000</a>	DISTRIBUTION SYSTEM & PIPE	16930409.13
<a href="#">1-175-000</a>	ACCUM DEPR DISTRIBUTION	-4632447.52
<a href="#">1-176-000</a>	METERS	2210134.15
<a href="#">1-177-000</a>	ACCUM DEPR - METERS	-1255176.54
<a href="#">1-178-000</a>	MACHINE & EQUIPMENT	498409.83
<a href="#">1-179-000</a>	ACCUM DEPR - MACH & EQUIP	-415036.83
<a href="#">1-180-000</a>	VEHICLES	421252.29
<a href="#">1-181-000</a>	ACCUM DEPR - VEHICLES	-268468.39
<a href="#">1-182-000</a>	CAPITAL IMPROVEMENTS	113916.16
<a href="#">1-183-000</a>	ACCUM DEPR - CAPITAL IMPROVEME	-93452.99
<a href="#">1-184-000</a>	CAPITAL IMPROV - BUILDINGS	864188.14
<a href="#">1-185-000</a>	ACCUM DEPR - BUILDINGS	-496560.45
<a href="#">1-186-000</a>	OFFICE EQUIPMENT	519008.25
<a href="#">1-187-000</a>	ACCUM DEPR - OFFICE EQUIPMENT	-422205.36
<a href="#">1-188-000</a>	BOOSTER STATION	220652.58
<a href="#">1-189-000</a>	ACCUM DEPR - BOOSTER STATION	-103073.43
	<b>Total Assets:</b>	<b>35776346.4</b>
		<b><u>35776346.4</u></b>
<b>Liability</b>		
<a href="#">1-220-000</a>	ACCOUNTS PAYABLE	125352.22
<a href="#">1-221-000</a>	A/P PENDING	2433.86
<a href="#">1-222-004</a>	PAYABLE TO LANDFILL FUND	0
<a href="#">1-223-000</a>	DEFERRED AMP REVENUE	-4700.08
<a href="#">1-225-001</a>	CURRENT REFUNDS PAYABLE	40624.95
<a href="#">1-226-000</a>	BOND INTEREST PAYABLE	8213
<a href="#">1-228-001</a>	FEDERAL WITHHOLDING	0
<a href="#">1-228-002</a>	FICA/MED WITHHOLDING	4537.99
<a href="#">1-228-003</a>	STATE WITHHOLDING	5269.33

**Balance Sheet**

**As Of 11/30/2023**

<b>Account</b>	<b>Name</b>	<b>Balance</b>
<a href="#">1-228-004</a>	UNITED WAY	30
<a href="#">1-228-005</a>	UNION DUES	0
<a href="#">1-228-006</a>	INS WITHHELD	712.79
<a href="#">1-228-007</a>	PRETAX INSURANCE WITHHELD	18338.14
<a href="#">1-228-008</a>	UNREIMB MEDICAL	543.58
<a href="#">1-228-010</a>	PENSION	2030.77
<a href="#">1-228-011</a>	IPERS	17943.1
<a href="#">1-228-012</a>	COBRA	364.73
<a href="#">1-228-014</a>	INS DEDUCTIBLE WITHHELD	-14651.92
<a href="#">1-228-015</a>	VOLUNTARY LIFE INSURANCE	403.54
<a href="#">1-228-016</a>	CHILD SUPPORT	0
<a href="#">1-228-017</a>	AFLAC	596.92
<a href="#">1-228-018</a>	DENTAL INSURANCE WITHHELD	761.62
<a href="#">1-228-019</a>	VISION INSURANCE WITHHELD	107.7
<a href="#">1-228-020</a>	ACCRUED VACATION	181552.03
<a href="#">1-228-021</a>	ACCRUED PAYROLL	61538.55
<a href="#">1-228-022</a>	HSA	0
<a href="#">1-229-000</a>	ACCRUED SALES TAX	36106.54
<a href="#">1-229-001</a>	AR MISC STATE SALES TAX	5.32
<a href="#">1-229-002</a>	AR MISC CITY SALES TAX	0.92
<a href="#">1-229-003</a>	AR MISC SCHOOL SALES TAX	0
<a href="#">1-239-000</a>	SRF LOAN	1960897.25
<a href="#">1-240-000</a>	WA REVENUE CAPITAL LOAN NOTE	4996000
	<b>Total Liability:</b>	<b>7445012.85</b>

**Equity**

<a href="#">1-270-000</a>	RETAINED EARNINGS	24962065.09
	<b>Total Beginning Equity:</b>	<b>24962065.09</b>
Total Revenue		5867572.49
Total Expense		2498304.03
<b>Revenues Over/Under Expenses</b>		<b>3369268.46</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>28331333.55</b>

**Total Liabilities, Equity and Current Surplus (Deficit):** 35776346.4

## **DETAILED POOLED CASH**

# Pooled Cash Report

Marshalltown Water Works, IA

For the Period Ending 11/30/2023

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b><u>CLAIM ON CASH</u></b>					
<a href="#">1-103-000</a>	CASH IN BANK	6974218.71	-559053.1	6415165.61	
<a href="#">2-103-000</a>	CLAIM ON CASH IN BANK	478470.85	-19206.03	459264.82	
<a href="#">3-103-000</a>	CLAIM ON CASH IN BANK	116343.84	-12454.22	103889.62	
<a href="#">4-103-000</a>	CLAIM ON CASH IN BANK	12437.53	639.94	13077.47	
<a href="#">6-106-000</a>	SEWER DEPOSITS CASH	165902.84	725	166627.84	
<a href="#">7-104-000</a>	WATER DEPOSITS CASH	113920	770	114690	
<b>TOTAL CLAIM ON CASH</b>		<u>7861293.77</u>	<u>-588578.41</u>	<u>7272715.36</u>	
<b><u>CASH IN BANK</u></b>					
<b>Cash in Bank</b>					
<a href="#">9-103-000</a>	POOLED CASH	7692038.77	-585353.41	7106685.36	
<a href="#">9-106-000</a>	POOL CASH - SW DEPOSITS	169255	-3225	166030	
<b>TOTAL: Cash in Bank</b>		<u>7861293.77</u>	<u>-588578.41</u>	<u>7272715.36</u>	
<b>TOTAL CASH IN BANK</b>		<u>7861293.77</u>	<u>-588578.41</u>	<u>7272715.36</u>	
<b><u>DUE TO OTHER FUNDS</u></b>					
<a href="#">9-222-000</a>	DUE TO OTHER FUNDS	7692023.77	-589303.41	7102720.36	
<a href="#">9-222-006</a>	DUE TO SW MTR DEPOSITS	169270	725	169995	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>7861293.77</u>	<u>-588578.41</u>	<u>7272715.36</u>	
<b>Claim on Cash</b>	7272715.36	<b>Claim on Cash</b>	7272715.36	<b>Cash in Bank</b>	7272715.36
<b>Cash in Bank</b>	7272715.36	<b>Due To Other Funds</b>	7272715.36	<b>Due To Other Funds</b>	7272715.36
<b>Difference</b>	<u>0</u>	<b>Difference</b>	<u>0</u>	<b>Difference</b>	<u>0</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>ACCOUNTS PAYABLE PENDING</b>					
<a href="#">1-221-000</a>	A/P PENDING	39389.2	-36955.34	2433.86	
<a href="#">2-221-000</a>	A/P PENDING	0	0	0	
<a href="#">3-221-000</a>	A/P PENDING	0	0	0	
<a href="#">4-221-000</a>	A/P PENDING	0	0	0	
<a href="#">6-221-000</a>	A/P PENDING	0	0	0	
<b>TOTAL ACCOUNTS PAYABLE PENDING</b>		<u>39389.2</u>	<u>-36955.34</u>	<u>2433.86</u>	
<b>DUE FROM OTHER FUNDS</b>					
<a href="#">9-190-001</a>	DUE FROM WATER FUND	-39389.2	36955.34	-2433.86	
<a href="#">9-190-002</a>	DUE FROM SEWER FUND	0	0	0	
<a href="#">9-190-003</a>	DUE FROM STORM SEWER FUND	0	0	0	
<a href="#">9-190-004</a>	DUE FROM LANDFILL FUND	0	0	0	
<a href="#">9-190-006</a>	DUE FROM SW MTR DEPOSIT	0	0	0	
<b>TOTAL DUE FROM OTHER FUNDS</b>		<u>-39389.2</u>	<u>36955.34</u>	<u>-2433.86</u>	
<b>ACCOUNTS PAYABLE</b>					
<a href="#">9-221-000</a>	ACCOUNT PAYABLE	39389.2	-36955.34	2433.86	
<b>TOTAL ACCOUNTS PAYABLE</b>		<u>39389.2</u>	<u>-36955.34</u>	<u>2433.86</u>	
<b>AP Pending</b>	2433.86	<b>AP Pending</b>	2433.86	<b>Due From Other Funds</b>	2433.86
<b>Due From Other Funds</b>	<u>2433.86</u>	<b>Accounts Payable</b>	<u>2433.86</u>	<b>Accounts Payable</b>	<u>2433.86</u>
<b>Difference</b>	<u><u>0</u></u>	<b>Difference</b>	<u><u>0</u></u>	<b>Difference</b>	<u><u>0</u></u>

MARSHALLTOWN WATER WORKS  
INVESTMENT BREAKDOWN  
October 31, 2023 CORRECTED

ACCOUNT	FUND	OCTOBER INTEREST RATE	SEPTEMBER INTEREST RATE	DATE ISSUED	DATE MATURED	CURRENT VALUE	PREVIOUS VALUE
UNITED BANK & TRUST		1.26%	1.26%	07/01/07	DAILY	\$ 7,666,638.51	\$ 7,321,415.91
UNITED BANK & TRUST - SWEEP ACCT		1.26%	1.25%	07/03/17	DAILY	\$ 1,000.00	\$ 1,000.00
TRANSFER IN TRANSIT(SWEEP TO OP)						\$ 1.10	\$ 0.99
CD 59763 (GNB)	General	4.85%	4.85%	02/23/23	02/23/24	\$ 100,000.00	\$ 100,000.00
CD 59467 (GNB)	Cap Reserve	4.62%	4.62%	12/06/22	12/06/23	\$ 300,000.00	\$ 300,000.00
CD 59315 (GNB)	General	0.00%	3.90%	09/23/22	09/26/23		\$ 100,000.00
CD (Pinnacle Bank)	General	5.57%	0.00%	10/05/23	10/05/24	\$ 100,000.00	\$ -
CD 59295 (GNB Bank)	General	5.47%	3.03%	09/08/23	09/08/24	\$ 100,000.00	\$ 100,000.00
CD 59296 (GNB Bank)	General	5.47%	3.03%	09/08/23	09/08/24	\$ 100,000.00	\$ 100,000.00
<b>SUB TOTAL</b>						\$ 8,367,639.61	\$ 8,022,416.90

<b>CURRENT TOTAL</b>	\$8,367,639.61
<b>Current Average Monthly Yield</b>	1.576%
LAST MONTH TOTAL	\$8,022,416.90
Last Month Average Monthly Yield	1.315%
LAST YEAR TOTAL	\$7,264,681.23
Last Year Average Monthly Yield	0.641%

MARSHALLTOWN WATER WORKS  
INVESTMENT BREAKDOWN  
November 30, 2023

ACCOUNT	FUND	NOVEMBER INTEREST RATE	OCTOBR T INTEREST RATE	DATE ISSUED	DATE MATURED	CURRENT VALUE	PREVIOUS VALUE
UNITED BANK & TRUST		1.26%	1.26%	07/01/07	DAILY	\$ 7,266,125.80	\$ 7,666,638.51
UNITED BANK & TRUST - SWEEP ACCT		1.26%	1.26%	07/03/17	DAILY	\$ 1,000.00	\$ 1,000.00
TRANSFER IN TRANSIT(SWEEP TO OP)						\$ 1.03	\$ 1.10
CD 59763 (GNB)	General	4.85%	4.85%	02/23/23	02/23/24	\$ 100,000.00	\$ 100,000.00
CD 59467 (GNB)	Cap Reserve	4.62%	4.62%	12/06/22	12/06/23	\$ 300,000.00	\$ 300,000.00
CD (Pinnacle Bank)	General	5.57%	5.57%	10/05/23	10/05/24	\$ 100,000.00	\$ 100,000.00
CD 59295 (GNB Bank)	General	5.47%	5.47%	09/08/23	09/08/24	\$ 100,000.00	\$ 100,000.00
CD 59296 (GNB Bank)	General	5.47%	5.47%	09/08/23	09/08/24	\$ 100,000.00	\$ 100,000.00
<b>SUB TOTAL</b>						\$ 7,967,126.83	\$ 8,367,639.61

<b>CURRENT TOTAL</b>	\$7,967,126.83
<b>Current Average Monthly Yield</b>	1.591%
LAST MONTH TOTAL	\$8,367,639.61
Last Month Average Monthly Yield	1.576%
LAST YEAR TOTAL	\$7,264,681.23
Last Year Average Monthly Yield	0.641%



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

	Project		APPROVED BUDGET			EXPENDITURES			REMAINING
	#		2023-2024	PRIOR YEARS	TOTAL	2023-2024	PRIOR YEARS	TOTAL	EXPENDITURES
<b>1172-000-PLANT &amp; SOURCE OF SUPPLY</b>									
Inspect/Rehab 2 Wells	135	21904	\$200,000.00	\$400,000.00	\$600,000.00	\$39,633.85	\$161,401.21	\$201,035.06	\$398,964.94
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	\$1,089,211.31	\$1,426,717.16	\$2,515,928.47	\$8,173,993.53
Wellfield Expansion	148	22101		\$400,000.00	\$400,000.00	\$2,600.00	\$179,921.76	\$182,521.76	\$217,478.24
PLC Upgrade	136	12002		\$497,271.57	\$497,271.57	\$54,958.75	\$236,455.42	\$291,414.17	\$205,857.40
Plumbing Replacement				\$100,000.00	\$100,000.00	\$5,899.75	\$26,697.33	\$32,597.08	\$67,402.92
Widen Driveway				\$100,000.00	\$100,000.00				\$100,000.00
Roof Replacement	147	12007		\$150,000.00	\$150,000.00	\$56,222.83	\$129,527.22	\$185,750.05	
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
<b>1170-000-LAND</b>									
				\$100,000.00	\$100,000.00				\$100,000.00
<b>1174-000-DISTRIBUTION SYSTEM</b>									
Valve and Hydrant Replacement			\$210,000.00	\$50,000.00	\$260,000.00	\$203,399.10	\$11,796.50	\$215,195.60	\$44,804.40
Water Mains: Replace, Extend, Relocate, Loop									
- 4th Avenue			\$70,000.00		\$70,000.00	\$9,900.00		\$9,900.00	\$60,100.00
- S 5th and S 6th Avenue Replacement	149	32101		\$200,000	\$200,000.00	\$68,873.36	\$184,802.17	\$253,675.53	(\$53,675.53)
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	\$51,900.05	\$25,655.00	\$77,555.05	\$15,944.95
South Tower Generator			\$11,000.00		\$11,000.00	\$10,696.33		\$10,696.33	
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	\$16,995.00		\$16,995.00	\$8,005.00
Breaker			\$15,000.00		\$15,000.00	\$15,144.45		\$15,144.45	(\$144.45)
Tampers			\$10,000.00		\$10,000.00				\$10,000.00
Truck Utility Box			\$12,000.00		\$12,000.00	\$12,240.00		\$12,240.00	(\$240.00)
Lawn Rake			\$3,000.00		\$3,000.00				\$3,000.00
Water Tower Repairs			\$170,000.00		\$170,000.00				\$170,000.00
<b>1176-000 - METERS</b>									
- 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	\$428,344.76	\$57,221.42	\$485,566.18	\$561,333.82
<b>1178-000 - EQUIPMENT</b>									
Dump Truck				\$175,000.00	\$175,000.00		\$46,645.00	\$46,645.00	\$128,355.00
<b>1180-000-VEHICLES</b>									
			\$40,000.00	\$100,000.00	\$140,000.00	\$44,527.00	\$43,451.05	\$87,978.05	\$52,021.95
<b>1182-000-GENERAL</b>									
<b>1184-000-BUILDING</b>									
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
<b>1186-000-OFFICE EQUIPMENT</b>									
Radios	159	102301	\$60,000.00		\$60,000.00	\$19,204.18		\$19,204.18	\$40,795.82
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	\$17,153.69	\$46,368.78	\$63,522.47	(\$10,221.41)
Tyler Programming Upgrade	158	102203		\$79,000.00	\$79,000.00	\$12,267.50	\$8,715.00	\$20,982.50	\$58,017.50
<b>1188-000 BOOSTER STATION</b>									
<b>Total FY 22-23</b>									
			\$11,151,736.00	\$6,268,644.07	\$17,420,380.07	\$2,172,648.15	\$3,257,256.29	\$5,429,904.44	\$12,025,922.01

**RESOLUTION NAMING DEPOSITORIES  
AS PER IOWA CODE SECTION 12C**

BE IT RESOLVED that the Marshalltown Water Works Board of Trustees approves the following list of financial institutions to be depositories of the Marshalltown Water Works funds in conformance with all applicable provisions of Iowa Code Chapter 12C.

The Marshalltown Water Works General Manager is hereby authorized to deposit the Marshalltown Water Works funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

<b>Depository Name</b>	<b>Location</b>	<b>Maximum Balance in effect under prior Resolution</b>	<b>Maximum Balance in effect under this Resolution</b>
Citizen's Saving Bank	Marshalltown, IA	\$4,000,000.00	\$6,000,000.00
Farmers Savings Bank	Marshalltown, IA	\$4,000,000.00	\$6,000,000.00
Home Federal Bank	Marshalltown, IA	\$4,000,000.00	\$6,000,000.00
U.S. Bank	Marshalltown, IA	\$4,000,000.00	\$6,000,000.00
United Bank & Trust	Marshalltown, IA	\$4,000,000.00	\$15,000,000.00
Wells Fargo	Marshalltown, IA	\$4,000,000.00	\$6,000,000.00
GNB Bank	Marshalltown, IA	N/A	\$6,000,000.00
Great Western Bank	Marshalltown, IA	N/A	\$6,000,000.00
Midwest One Bank	Melbourne, IA	N/A	\$6,000,000.00

Passed this \_\_\_\_ day of December, 2023 and signed this \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Laura Eilers, Chairperson

ATTEST:

\_\_\_\_\_  
Shelli Lovell, Secretary

# CONSTRUCTION PROGRESS PAYMENT

PROJECT DESCRIPTION: Marshalltown Water Works Well 5A

CONTRACTOR Traut Companies  
ADDRESS 32640 Co Rd 133  
St Joseph, MN 56374

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

ESTIMATE # 1 FOR PERIOD: DATE OF CONTRACT 10/20/2023

PARTIAL PAYMENT  FROM: 11/3/2023 COMPLETION DATE \_\_\_\_\_

FINAL PAYMENT  TO: 11/28/2023 OWNER'S P.N. \_\_\_\_\_

BASE CONTRACT PRICE	\$ <u>414000.00</u>	MATERIALS ON HAND	\$ _____
CHANGE ORDER #	\$ _____	CONSTRUCTION COMPLETED	\$ <u>25730.00</u>
CHANGE ORDER #	\$ _____	TOTAL AMOUNT EARNED	\$ <u>25730.00</u>
CHANGE ORDER #	\$ _____	PERCENT PROJECT COMPLETE	<u>6%</u>
CHANGE ORDER #	\$ _____	LESS 5% RETAINAGE	\$ <u>1286.50</u>
CHANGE ORDER #	\$ _____	LESS PREVIOUS PAYMENT	\$ _____
TOTAL ADJUSTED CONTRACT PRICE	\$ <u>414000.00</u>	AMOUNT DUE THIS ESTIMATE	\$ <u>24443.50</u>

REQUESTED BY Traut Companies  
CONTRACTOR

Daryl Karasch  
TITLE President/Sonic Drilling Manager

11-30-23  
DATE

APPROVED BY \_\_\_\_\_  
OWNER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

APPROVED FOR PAYMENT BY  
MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES

\_\_\_\_\_  
DATE

## Itemized Billing

November 28, 2023

Marshalltown Water Works  
205 E State Street  
Marshalltown, IA 50158

Job # 8015144  
Rig # 250  
Crew Tyus, Noah, Brendon, Aarik  
**PO # MRSWW 1728898**  
Hole # 5A Pilot/Testhole

Att: (SEH) Katie Kinsey  
Re: Marshalltown Pilot Boring for Well # 5A

Service	Unit	Qty	Rate	Total
Mobilization / Demobilization	Ea	1	\$4,000.00	\$ 4,000.00
Temp Enviro. Well Notification	Ea		\$100.00	\$ -
Per Diem (3 Person Crew)	Night	3	\$530.00	\$ 1,590.00
Project Coord & Report	Ls	1	\$2,000.00	\$ 2,000.00
<b>(220') Pilot Boring well # 5A</b>				
Set Up Charge	Ea	1	\$500.00	\$ 500.00
6" Sonic, 4" Core (0-100')	Ft	100	\$55.00	\$ 5,500.00
6" Sonic, 4" Core (100-150')	Ft	50	\$60.00	\$ 3,000.00
6" Sonic, 4" Core (150-200')	Ft	50	\$65.00	\$ 3,250.00
6" Sonic, 4" Core (200-250')	Ft	20	\$70.00	\$ 1,400.00
Abandonment of Sonic Boring	Ft	220	\$17.00	\$ 3,740.00
<b>Logging, Sampling and Testing</b>				
Sieve Analysis	Ls	1	\$500.00	\$ 500.00
Collect Soil Samples, Bag and Take Pictures	Ls	1	\$250.00	\$ 250.00
<b>Misc</b>				
Access Time	Hr		\$400.00	\$ -
Standby Time	Hr		\$400.00	\$ -
<b>Billing Total</b>				<b>\$ 25,730.00</b>

Thank you for your business,  
Daryl Karasch - Sonicdrill Manager





TRAUT COMPANIES  
 32640 COUNTY ROAD 133  
 ST. JOSEPH, MN 56374  
 UNITED STATES  
 (320)-251-5090

PAGE 1

INVOICE DATE 11/29/2023  
 INVOICE NO 365583

S 053416  
 O MARSHALLTOWN WATER WORKS  
 L 205 E STATE STREET  
 D MARSHALLTOWN, IA 50158  
  
 T  
 O

TRAUT INTERNAL INVOICE

Job Number	CUSTOMER PO NO	TERMS DESCRIPTION	DUE DATE
8015144		NET 10	12/9/2023
ITEM ID	TX CL		EXTENSION
50	0		25,730.00
ENVIRONMENTAL DRILLING			
WELL 5A - PAY APP #1			

VISIT OUR WEB SITE @ [WWW.TRAUTCOMPANIES.COM](http://WWW.TRAUTCOMPANIES.COM)

Federal Tax ID 41-1429889

TAXABLE	NONTAXABLE	SALES TAX	TOTAL
0.00	25,730.00	0.00	25,730.00
<b>TOTAL DUE</b>			<b>25,730.00</b>

**RESOLUTION APPROVING AMENDMENT NO. 1 TO TASK ORDER 5  
FOR ENGINEERING SERVICES AGREEMENT FOR THE DESIGN AND  
CONSTRUCTION OF NEW REVERSE OSMOSIS (RO) MEMBRANE  
TREATMENT PROCESS TRAIN WITH HDR ENGINEERING, INC.**

**WHEREAS**, the Marshalltown Water Works Board of Trustees, Marshalltown, Iowa, has heretofore entered into a contract with HDR Engineering, Inc for engineering services, and

**WHEREAS**, the Marshalltown Water Works Board of Trustees has requested additional engineering services for a cost of \$130,588.00;

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

**Section 1.** That Amendment No. 1 to Task Order 5, increasing the not to exceed amount from \$4,057,641.00 to \$4,188,229.00 is hereby accepted and approved.

Passed this \_\_\_\_ st day of December 2023, and signed this \_\_\_\_ st day of December 2023.

Marshalltown Water Works  
Board of Trustees

---

Laura Eilers, Chairperson

Attest:

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Shelli Lovell, Secretary

AMENDMENT No. 1 TO AGREEMENT  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement (Task Order 5) on August 18, 2022 to perform engineering services for Marshalltown Water Works ("Owner");

Marshalltown Water Works desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering

services. NOW, THEREFORE, HDR and Marshalltown Water Works do hereby agree:

The Agreement (Task Order 5) and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Part 2.0 Scope of Services shall be modified by making the following changes to Exhibit A-1:

See Exhibit A-1, Part 1, paragraph 1.02, add the following tasks:

Task 282 – Change design and project schedule

- a) Change final design schedule to accommodate extended schedule of membrane equipment procurement and Iowa DNR construction permitting requirements.

Tasks 283 – Change liquid chemical feed and storage system in Building 13.

- a) Change one liquid chemical feed and storage system in Building 13 from a future orthophosphate to an ammonia system provided by the construction contractor.

Task 284 – Add (3) three pumps at Sand Road High Service Pump Station to obtain a firm capacity of 12 MGD.

- a) Add drawings and technical specifications as needed to add three high service pumps, associated process piping, electrical equipment and wiring, instrumentation, HVAC equipment, and controls.
- b) Perform surge analysis of pump station on piping inside high service pump station, water mains to the controlling elevated water storage tank.

Task 285 – Provide utility location and coordination services

- a) Provide map of buried process piping which may be in conflict with proposed buried process piping and other proposed buried utilities to Owner. Owner to physically locate buried piping.
- b) Provide survey of located utilities and include changes to utility locations on design drawings.

Task 286 –Change emergency backup generators design from two to three generator units

- a) Modify electrical design of each generator to use three generators to instead of two generators (same total capacity).
- b) Size generators to support the electrical loads at the Sand Road site and the wellfield

Generator at existing treatment plant site will support new loads from Building 13.

Task 287 - Design Alternatives to Trenchless Pipeline crossing of Asher Creek

- a) Develop crossing alternatives for the Asher Creek trenchless pipeline crossing. These alternatives include the following: support pipelines on the North Center Street Bridge over Asher Creek or a single-span, prefabricated truss bridge over Asher Creek. Truss bridge will allow for access to pipelines by maintenance personnel, but will not be a pedestrian bridge or have public access.
- b) Present conceptual design alternatives to North Center Street Bridge owner and their bridge engineer.
- c) Provide data and applications for a bridge permit, if required. Provide drawings to Iowa DNR environmental coordinator for federal/state agency environmental reviews, as required by when using the State Revolving Fund.
- d) Coordinate design of truss bridge with design engineers of truss bridge manufacturers. Develop a performance specification to be included in the project; truss bridge will be a delegated design.
- e) Design the foundations and bridge support on either end of the span based on recommendations by geotechnical engineer. Geotechnical field work and foundation design recommendations for deep foundation design shall be by geotechnical engineer and under a separate contract.
- f) Develop drawings and specifications for truss bridge and incorporate into final design drawings, specifications, and opinion of probable construction cost.

Part 3.0 Periods of Service shall be replaced with the following:

See Exhibit A-2/Amend1 for revised deliverables schedule.

Part 4.0 Engineer's Fee shall be replaced with the following:

Fee based on time and materials using the Schedule of Billing Rates in the Master Agreement between HDR and Marshalltown Water Works, with a not to exceed amount of \$4,188,229.00. This amount includes an increase in fee of \$130,588 more than the original fee in Task Order 5. More details regarding ENGINEER's compensation are detailed in Exhibit A-5

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR") \_\_\_\_\_ ("\_\_\_\_\_")

By:  By: \_\_\_\_\_

Title: Senior Vice President Title: \_\_\_\_\_

Date: 12/19/2023 Date: \_\_\_\_\_



## Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of \_\_\_\_\_ between Marshalltown Water Works ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

### Short Elliott Hendrickson Inc.

By:   
Katie Kinsey, P.E.  
Title: Client Services Manager

### Marshalltown Water Works

By: \_\_\_\_\_  
Shelli Lovell  
Title: General Manager

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). 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 Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- 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 its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Marshalltown Water Works ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective \_\_\_\_\_, this Supplemental Letter Agreement dated \_\_\_\_\_ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

### Task Order #1 – On-Call General Engineering Services

**Client's Authorized Representative:** Shelli Lovell

**Address:** PO Box 1420, Marshalltown, Iowa, 50158, United States

**Telephone:** 641.753.7913 **email:** shelli@marshalltownwater.com

**Project Manager:** Katie Kinsey, P.E.

**Address:** 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131

**Telephone:** 515.971.5573 **email:** kkinsey@sehinc.com

**Scope:** The Services to be provided by Consultant:

Examples of Services that may be provided by Consultant at the Client's request include, but are not limited to, the following:

1. Attend various meetings as requested. Meetings may include, but are not limited to:
  - a) Board Meetings.
  - b) Staff Meetings.
2. Act as an advisor to various departments and staff pertaining to engineering matters or issues.
3. Provide capital infrastructure project oversight assistance, including the following:
  - a) Attendance at project progress meetings.
  - b) Periodic on-site visits at ongoing construction improvement projects.
  - c) Review of contractor's pay applications.
  - d) Review of change orders.
  - e) Project close-out assistance.

Engineering services related to individual or complex construction projects and major reports and studies shall be subject to a separate Supplemental Letter Agreement. The Supplemental Letter Agreement will identify a scope of services and set forth a fee for those services.

**Schedule:** Services will be provided on an ongoing basis as requested by the Client.

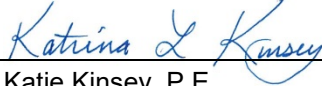
**Payment:** In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. The Client shall pay Consultant for requested services, expenses, and equipment rendered on an hourly plus reimbursable expenses basis in accordance with Exhibit A-1.
  - (a) Billing will be on a monthly basis for the services rendered during the previous month.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**Marshalltown Water Works**

By:   
Katie Kinsey, P.E.  
Title: Client Service Manager

By: \_\_\_\_\_  
Shelli Lovell  
Title: General Manager

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between Marshalltown Water Works (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated \_\_\_\_\_**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**MARSHALLTOWN WATER WORKS**

**2024**

**TABULATION OF BIDS**

**BID ITEM – PEBBLE QUICKLIME**

**December 6, 2023**

<b>BIDDER &amp; ADDRESS</b>	<b>PRICE PER TON</b>	<b>ADJUSTED TO 100 PERCENT PURITY</b>
Lhoist North America 20947 White Sands Road Ste. Genevieve MO 63670	\$508.95	\$543.17
Mississippi Lime Company 3870 S Lindbergh Blvd Ste 200 St. Louis MO 63127	\$254.85	\$267.14
Graymont Western Lime Inc. 215 N. Main St. #200 West Bend, WI 53095	\$294.00	\$321.31

Remarks: 2023 Quicklime price – 222.25 per ton – Mississippi Lime

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CERTIFICATION: I hereby certify that this is a true and correct tabulation of the bids received for the letting of Pebble Quicklime for 2024.

  
\_\_\_\_\_  
Shelli Lovell, General Manager  
Marshalltown Water Works



