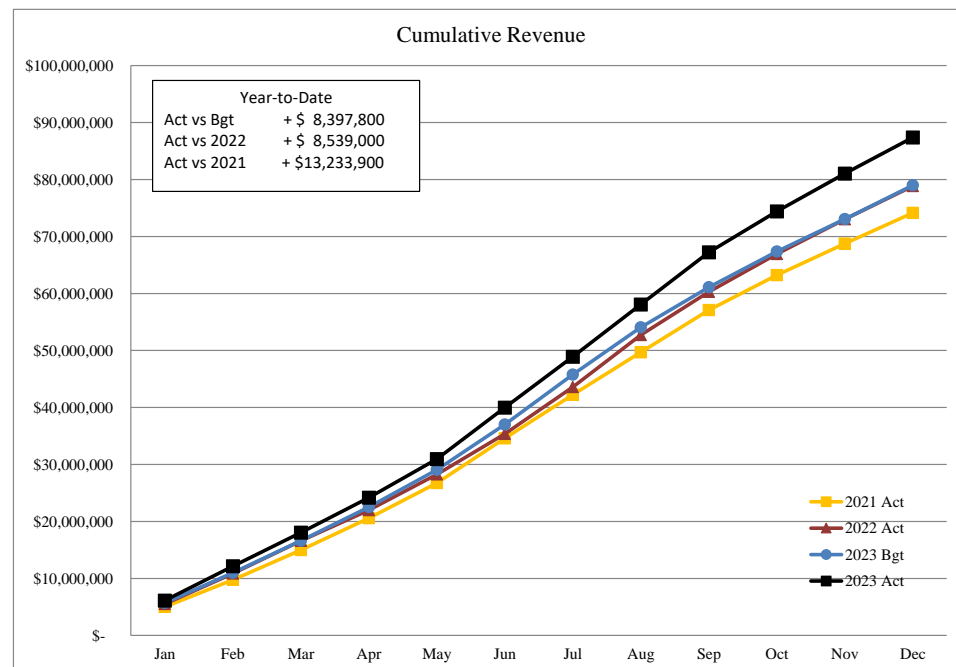
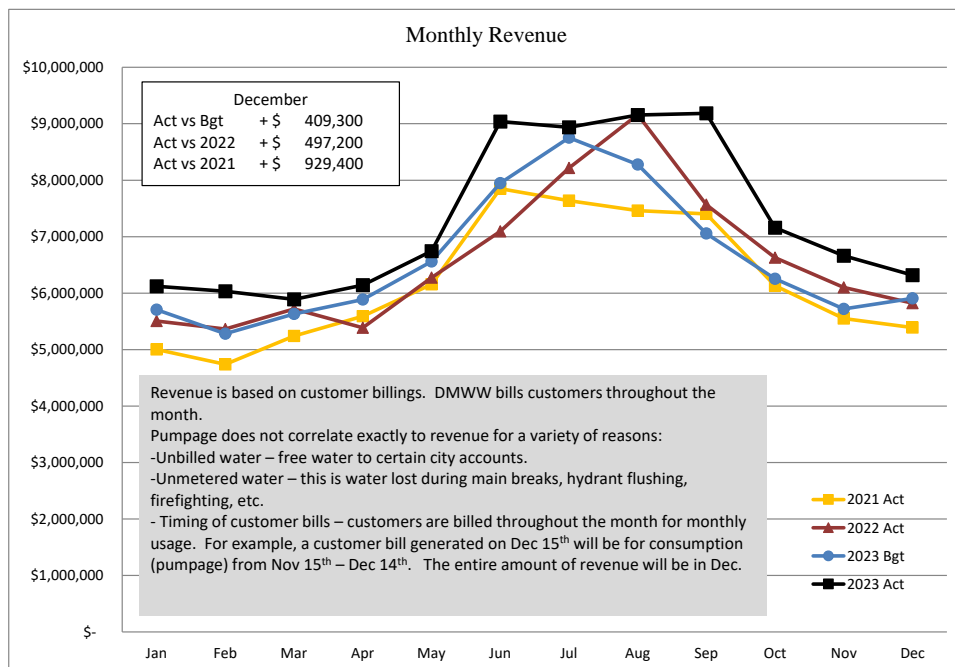
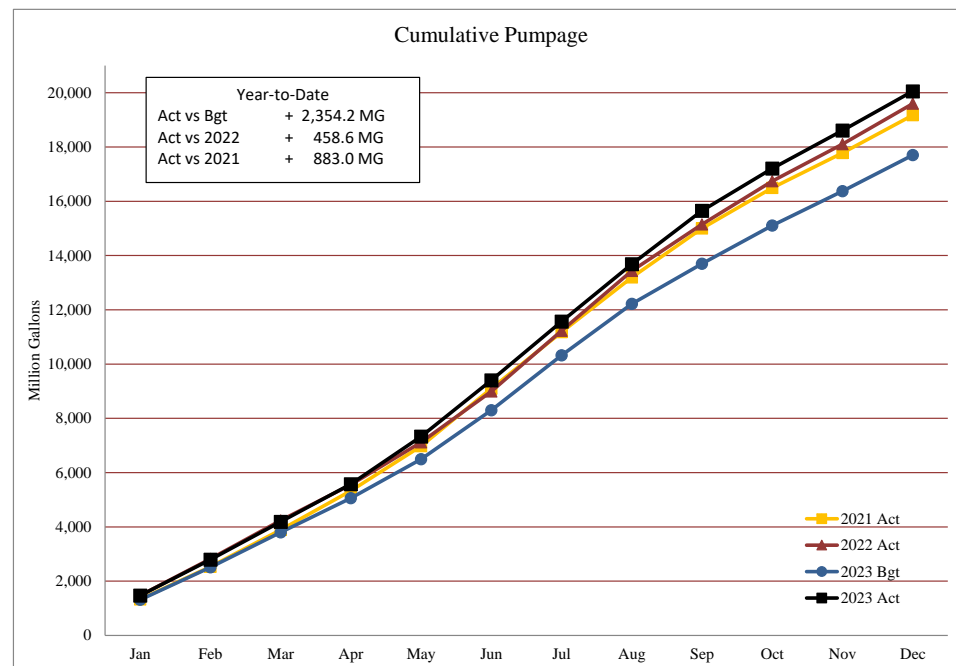
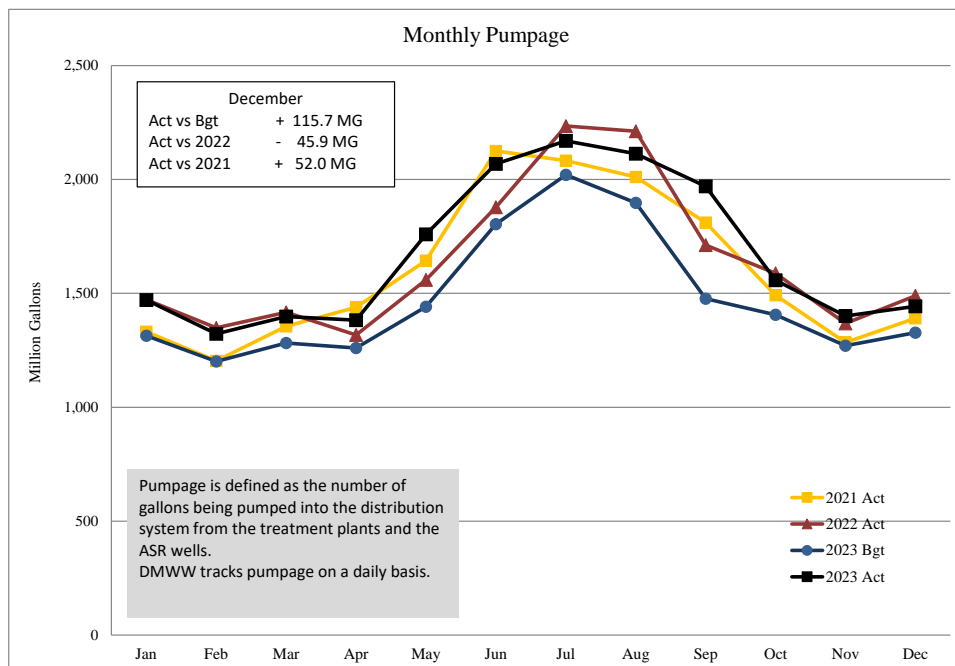


Pumpage & Revenue Graphs December, 2023



MEETING
Board of Water Works Trustees
Des Moines Water Works
January 23, 2024
2201 George Flagg Parkway
3:30 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/83227500502?pwd=cXF3alFQM0wrcTRTRDZ4ZGxraHppdz09>

Meeting ID: 832 2750 0502 Passcode: 776837

Decision Agenda

I. Consent Agenda:

- A. Minutes, December 19, 2023, Board of Water Works Trustees Meeting
 Minutes, January 9, 2024, Finance and Audit Committee Meeting
 Minutes, January 16, 2024, Planning Committee Meeting
- B. Financial Statements
- C. List of Payments for December 2023
- D. Summary of CEO-Approved Expenditures in Excess of \$40,000
- E. Review and Approve Reserve Funds Investments Policy
- F. Review and Approve Depositories for Des Moines Water Works Funds
- G. Next Meeting Date – February 27, 2024

II. Public Comment Period:

III. Action Items:

- A. Approve Proposed Board Policy Manual Revisions – Central Iowa Water Works Trustee and Committee Member Appointments
- B. Election and Appointment of Initial Central Iowa Water Works Trustees and Alternates
- C. Receive and File 2024 Strategic Plan KPI
- D. Request Authorization for CEO and General Manager to Execute Agreement for Professional Services for SCADA System Master Plan

- E. Request Authorization for CEO and General Manager to Execute Agreement for Professional Services for 2024 Northeast Booster Station
- F. Request Authorization to Reimburse the City of Des Moines for Water Main Replacement for the 2nd Avenue Reconstruction from University to the Des Moines River Project
- G. Request Authorization to Solicit Bids for 2023 Des Moines Water Main Replacement – Contract 2 and Establish the Date of Public Hearing as the Date of the February 2024 Board Meeting
- H. 2023 Des Moines Water Main Replacement - Contract 3
 - a. Public Hearing
 - b. Adoption of Form of Contract, Plans and Specifications, and Estimated Cost
 - c. Analysis of Bids Received
 - d. Award of Contract and Authorization to Execute Contract
- I. Ground Lease Agreement with USCOC of Greater Iowa, LLC., at Tenny Standpipe

IV. Information Items:

- A. Board Committee Reports
 - Finance and Audit Committee
 - Planning Committee
 - Greater Des Moines Botanical Garden Board
 - Des Moines Water Works Park Foundation Board
- B. CEO and General Manager’s Comments
 - Regional Governance
- C. Safety Update
- D. Contract Status and Professional Services Agreements

OSHA Recordable Injuries YTD: 0
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V. Adjournment

Schedule of Board Activities – February and March Time: 3:30 p.m.		
<u>Date</u>	<u>Location</u>	<u>Meeting</u>
February 6	Board Room & Virtual	Finance & Audit Committee Meeting
February 13	Board Room & Virtual	Planning Committee Meeting
February 27	Board Room & Virtual	Board of Water Works Trustees
March 5	Board Room & Virtual	Finance & Audit Committee Meeting
March 12	Board Room & Virtual	Planning Committee Meeting
March 26	Board Room & Virtual	Board of Water Works Trustees

AGENDA ITEM FORM

SUBJECT: Consent Agenda

SUMMARY:

- A. Minutes, December 19, 2023, Board of Water Works Trustees Meeting
Request: Approve December 19, 2023, Minutes
Minutes, January 9, 2024, Finance and Audit Committee Meeting
Request: Approve January 9, 2024, Minutes
Minutes, January 16, 2024, Planning Committee Meeting
Request: Approve January 16, 2024, Minutes
- B. Financial Statements
- At December 2023, total assets of the Des Moines Water Works were \$505.2 million, liabilities totaled \$47.3 million, deferred outflows totaled \$11.6 million, deferred inflows totaled \$11.1 million and contributions and retained earnings were \$458.4 million.
 - Total operating revenue for the month of December was \$7.1 million. Expenses (operating and non-operating) for the month were approximately \$6.1 million, leaving net earnings of approximately \$1.0 million.
 - **Request:** Receive and File for Audit the December 2023 Financial Statements.
- C. List of Payments for December 2023
Request: Approve December 2023 payments
- D. Summary of CEO-approved expenditures in excess of \$40,000
Request: Approve the CEO-approved expenditures in excess of \$40,000
- E. Review and Approve Reserve Funds Investment Policy
- F. Review and Approve Depositories for Des Moines Water Works Funds
- G. Next Meeting Date – February 27, 2024
Request: Approve February 27, 2024, as the date of the next meeting of the Board of Water Works Trustees.

FISCAL IMPACT:

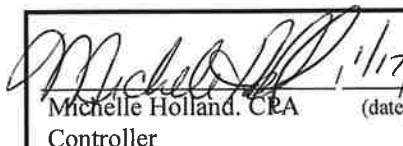
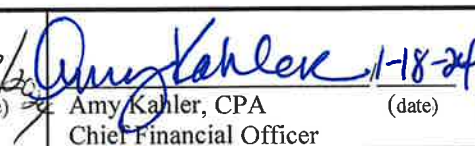
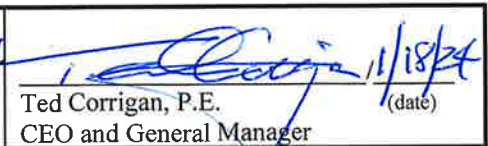
No impact to budget.

RECOMMENDED ACTION:

Approve Consent Agenda Items A, B, C, D, E, F, and G.

BOARD REQUIRED ACTION:

Motion to approve Consent Agenda.

 Michelle Holland, CPA Controller	 Amy Kahler, CPA Chief Financial Officer	 Ted Corrigan, P.E. CEO and General Manager
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Attachments: December 19, 2023, Board of Water Works Trustees Meeting Minutes; January 9, 2024, Finance and Audit Committee Meeting Minutes; January 16, 2024, Planning Committee Meeting; December 2023 Financial Statements; List of Payments; Summary of CEO-approved expenditures in excess of \$40,000; Reserve Funds Investment Policy; Depositories for Des Moines Water Works Funds

**MINUTES OF MEETING OF FINANCE AND AUDIT COMMITTEE
OF THE BOARD OF WATER WORKS TRUSTEES
PURSUANT TO NOTICE**

Tuesday, January 9, 2024

3:30 p.m.

Present (or Participating by Video or Audio Conference Link):

Board Members: Ms. Andrea Boulton, Mr. Alec Davis, Ms. Susan Huppert, Mr. Graham Gillette, and Ms. Diane Munns

Staff Members: Nathan Casey, Ted Corrigan, Kyle Danley, Doug Garnett, Amy Kahler, Mike McCurnin, Jenny Puffer, Laura Sarcone, Melissa Walker, Lindsey Wanderscheid, Michelle Watson, and Dylan White

Meeting called to order at 3:30 p.m.

1. 2023 Strategic Plan KPI Results

Staff summarized the 2023 Strategic Plan. There were twelve KPIs that were highlighted in five different categories.

2. CFO's Comments

Ms. Kahler shared some statistics that came from Water Production from 2023 that impact financials. She highlighted that in 2023 there was another pumpage record set of over 20 billion gallons. Ms. Kahler also shared that it has been a positive year in 2023 for financial results.

3. Public Comments – There were no comments from the public.

Meeting adjourned at 4:22 p.m.

**MINUTES OF MEETING OF PLANNING COMMITTEE
OF THE BOARD OF WATER WORKS TRUSTEES
PURSUANT TO NOTICE**

Tuesday, January 16, 2024

3:30 p.m.

Present (or Participating by Video or Audio Conference Link):

Board Members: Ms. Andrea Boulton, Mr. Alec Davis, Ms. Susan Huppert, Mr. Graham Gillette, and Ms. Diane Munns

Staff Members: Nathan Casey, Ted Corrigan, Kyle Danley, Doug Garnett, Amy Kahler, Mike McCurnin, Jenny Puffer, Laura Sarcone, Melissa Walker, Lindsey Wanderscheid, Michelle Watson, and Dylan White

Meeting called to order at 3:31 p.m.

1. Consultant Selection Update

Mr. McCurnin and Ms. Wanderscheid provided a consultant selection update. They highlighted the Engineering Departments obligating 91% of their 2023 Water Main Replacement funds and 70% of all 2023 CIP funds to the consultant selection edits that were made in 2023.

2. Selection Process DMWW CIWW Board Trustees

Mr. Corrigan went over a proposed Board Policy Manual update covering appointment of DMWW's trustees to the CIWW Trustee and Technical Committee selection.

3. COO's Comments

Mr. Danley highlighted that the extreme weather conditions have created a lot of challenges for the operational staff. He shared that distribution has had over twenty main breaks in the last four days.

4. Public Comments - There were no comments from the public.

Meeting adjourned at 4:32 p.m.

**MINUTES OF CALLED MEETING OF THE BOARD OF WATER WORKS TRUSTEES
PURSUANT TO NOTICE
Tuesday, December 19, 2023**

Present (or Participating by Video or Audio Conference Link):

Board Members: Chairperson, Ms. Andrea Boulton, presiding; Mr. Alec Davis, Mr. Graham Gillette, Ms. Susan Huppert, and Ms. Diane Munns

Staff members: Pat Bruner, Caitlin Caldwell, Nathan Casey, Tom Cater, Ted Corrigan, Kyle Danley, Doug Garnett, Amy Kahler, Mike McCurnin, Jenny Puffer, Laura Sarcone, Melissa Walker, Lindsey Wanderscheid, Michelle Watson, and Dylan White

Also in attendance: Scott Cirksema, Rick Malm (legal counsel), Jason Mumm, Bob Riley, and Bill Smith

Chairperson Ms. Andrea Boulton called the meeting to order at 3:31 p.m.

Consent Agenda

A motion was made by Mr. Gillette, seconded by Mr. Davis, to approve Consent Items A, B, C, D, and E (Approval of Minutes, November 28, 2023, Board of Water Works Trustees Meeting; Minutes, December 5, 2023, Finance and Audit Committee Meeting; Minutes, December 12, 2023, Approval of Payments for November 2023; Approval of Summary of CEO-Approved Expenditures in Excess of \$40,000; and Approval of January 23, 2024, as the next meeting of the Board of Water Works Trustees). Upon vote, the motion was adopted, with Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Public Comment Period

Jason Mumm with FCS Group out of Boulder Colorado came to the front podium to share a few words with the group. He shared that he was aware of Des Moines Water Works efforts with regional governance and that everyone had been working on it for a very long time and he was very proud that he was at least a small part of it.

Bob Riley who resides in Des Moines came to the front podium to share a few excerpts out of a letter that he had written in 2010 titled “My Second Tour As Chair of The Des Moines Water Works.” Bob went on to congratulate the board, the suburbs that had signed onto the agreement, the citizens of Central Iowa, and special praise to Ted Corrigan, Sue Huppert, Scott Cirksema, and Graham Gillette.

Scott Cirksema, who was the former Mayor for the City of Clive came to the front podium to continue to share some of the history of regionalization and highlight how it has been an enjoyable experience to be a part of it.

Receive and File DMWW Water Affordability Study Report

DMWW hired Raftelis Financial Consultants (Raftelis) in early summer 2023 to assess the affordability of DMWW's water rates and make recommendations on improvements that would make water more accessible to customers. Raftelis has performed other studies for DMWW, including an evaluation of the utility's Cost of Service study in 2018 and an evaluation of the utility's wholesale rate structure in 2019.

Raftelis has completed their study and has concluded there is not a widespread water affordability problem in DMWW's service areas; however, there are still households with low income who may struggle to pay their water bill.

A motion was made by Mr. Gillette and seconded by Ms. Huppert, to receive and file the DMWW Water Affordability Study Report prepared by Raftelis. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Public Hearing on Central Iowa Water Works (CIWW) Asset Transfers and Final Adoption of CIWW Asset Transfers and Agreements

Discussions to form a regional production utility, Central Iowa Water Works (CIWW) have been occurring in earnest since 2017, when representatives from Des Moines Water Works, Urbandale Water Utility (UWU) and West Des Moines Water Works (WDMWW) launched a study into regional governance options. A national financial consultant specializing in utility management was retained.

The Board approved a "Central Iowa Water Works Founding Resolution" in December 2021 stating the Board's desire to participate as a Founding Agency of CIWW, subject to acceptable terms in a 28E/28F and a "critical mass" of participation among potential members. Throughout 2022 and 2023, several drafts of a 28/28F Agreement have been distributed, revised, and edited based on comments received from all potential members.

On November 22, 2023, the final Execution version of the CIWW 28E/28F was distributed to potential Members and published on DMWW's website at <https://bit.ly/CIWWExecution28E28F>. At the November board meeting, the Board approved a "Resolution Conditionally Authorizing the Inclusion of Board of Water Works Trustees of the City of Des Moines, Iowa as a Founding Agency of Central Iowa Water Works and Setting Public Hearing on Transfer of Assets." This resolution authorized the inclusion of the Board of Water Works Trustees as a Founding Agency of CIWW and set a public hearing on transfer of assets conditioned on 1) the formal approval by all other named parties in the CIWW Agreement, and 2) a public hearing on the proposed transfer of the DMWW Water Supply Facilities described in Exhibit A to the resolution, and the Board's final determination of this transfer subsequent to the public hearing.

This action is the public hearing on the proposed transfer of assets, and the Board's final determination of this transfer of assets subsequent to the public hearing. Notice of the public hearing was published, as required by law, in the Des Moines Register on December 13, 2023. Participating in CIWW provides benefit to DMWW and our customers, including collaborative

planning and management of water resources, equitable sharing of system costs and risks, and system resiliency.

Chairperson Ms. Boulton opened a Public Hearing for comments from the public regarding the proposed transfer of DMWW Water Supply Facilities described in Exhibit A. Receiving no oral or written comments, the Public Hearing was closed.

A motion was made by Mr. Gillette and seconded by Ms. Huppert to pass the Resolution Conditionally Approving the Transfer of Interests in Real Property by DMWW to Central Iowa Water Works and Confirming Joinder by DMWW as a Founding Member of CIWW. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Acceptance of L.P. Moon Pumping Station – Pump No. 8

At its November 2021 Board meeting, the Board of Water Works Trustees awarded a contract to The Waldinger Corporation, in the amount of \$123,390, for the L. P. Moon Pumping Station – Pump No. 8 project. The purpose of this project was to add a fourth pump to the Clive, West Des Moines, and Waukee system that is part of the L. P. Moon Pumping Station. All work associated with this contract has been satisfactorily completed.

Five change orders to the contract were negotiated with The Waldinger Corporation totaling \$11,697. The final contract price for the L.P. Moon Pumping Station – Pump No. 8 project is \$135,087. Staff has briefed the Technical Committee of Central Iowa Water Works on the construction efforts and the recommendation to accept the contract.

A motion was made by Mr. Gillette and seconded by Mr. Davis, to accept the L. P. Moon Pumping Station – Pump No. 8 project, completed by The Waldinger Corporation, in the amount of \$135,087. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Environmental Review of Aquifer Storage and Recovery (ASR) Well

At its December 2022 meeting, the Board of Water Works Trustees authorized the CEO and General Manager to execute a Professional Services Agreement with Strand Associates, Inc. for the 2023 Aquifer Storage and Recovery (ASR) Well design. Strand Associates, Inc. will provide engineering consulting services throughout the course of the project including design and construction of a new ASR well facility at the Polk County Pumping Station site. This project will improve Des Moines Water Works' (DMWW) operations by designing and constructing an additional ASR well facility at Polk County Pumping Station.

As a part of the SRF loan application process, the Iowa Department of Natural Resources (IDNR) performs an environmental review for the project(s). Once the environmental review is completed, the borrower must hold a public hearing to inform the public of the project impacts and provide a forum for the public to voice input. The Iowa DNR has completed the environmental review for the proposed ASR well project and has cited several reasons for concluding the proposed project will result in no significant impact to the environment.

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the environmental review of the Aquifer Storage and Recovery (ASR) Well. Receiving no oral or written comments. A motion was made by Ms. Munns and seconded by Ms. Huppert to close the public hearing and authorize staff to report that a public hearing was held.

2023 FWTP – Pump Station HVAC Upgrades

At its October 2023 meeting, the Board of Water Works Trustees authorized staff to solicit bids for the 2023 FWTP- Pump Station HVAC Upgrade project. The Public Hearing was established as the date of the December 2023 Board meeting. Plans, specifications, and contract documents were sent to 14 prospective bidders and 6 plan houses on November 3, 2023. A pre-bid meeting and a subsequent site visit on November 15th and 16th resulted in five contractors looking at the existing conditions and potential project. Staff reached out to several contractors the week of November 27th to remind them about the project, and ultimately, only one (1) bid was submitted on December 5, 2023.

The engineer's estimate for the Lump Sum Bid was \$1,106,000 so the lone bid came in slightly below the estimate. Staff has briefed the Technical Committee of Central Iowa Water Works on the project design, bid results, and the recommendation to award. Staff recommends the Board award the 2023 FWTP-Pump Station HVAC Upgrades project to Corn States Metal Fabricators, Inc., in the amount of \$1,047,000.

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the form of contract, plans and specifications, and estimated cost for the construction of the 2023 MWTP Chemical Feed Improvements. Receiving no oral or written comments, the Public Hearing was closed.

After an analysis of the bids received was presented and considered, a motion was made by Mr. Gillette, seconded by Ms. Huppert, to award 2023 FWTP – Pump Station HVAC Upgrades project, in the amount of \$1,047,000 to Corn States Metal Fabricators, Inc. and authorize the Chairperson and the CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

2024 Filter Media Replacement – Fleur Drive Water Treatment Plant

At its October 2023 meeting, the Board of Water Works Trustees authorized staff to solicit bids for the 2024 Filter Media Replacement – Fleur Drive Water Treatment Plant project. The Public Hearing was established as the date of the December 2023 Board meeting. Contract documents were configured to replace filter media in four of the existing sixteen filters at the Fleur Drive Water Treatment Plant. Provisions of the contract documents allowed an optional Alternate Bid 1 for substituting placement of high-density support gravel, consisting of garnet, in lieu of silica gravel for the top layer of the filter media support gravel system. The engineer's cost estimate for the 2024 Filter Media Replacement – Fleur Drive Water Treatment Plant project was \$840,000. Bids were received and opened on December 6, 2023

The lowest Base Bid, in the amount of \$990,595, was submitted by Hydro-Klean, LLC, of Des Moines, Iowa. None of the three bidders submitted an Alternate Bid 1 due to unavailability of the specified high-density support gravel material. Hydro-Klean, LLC, has successfully completed several projects for Des Moines Water Works including the last filter media replacement project in the mid-1990s. Staff has briefed the Technical Committee of Central Iowa Water Works on the project design, bid results, and the recommendation to award. Staff recommends award of the 2024 Filter Media Replacement – Fleur Drive Water Treatment Plant contract to Hydro-Klean, LLC, for the \$990,595 Base Bid amount, and that the Chairperson and the CEO and General Manager be authorized to execute the contract.

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the form of contract, plans and specifications, and estimated cost for the construction of the 2024 Filter Media Replacement – Fleur Drive Water Treatment Plant. Receiving no oral or written comments, the Public Hearing was closed.

After an analysis of the bids received was presented and considered, a motion was made by Mr. Gillette, seconded by Ms. Munns, Award the 2024 Filter Media Replacement – Fleur Drive Water Treatment Plant contract to Hydro-Klean, LLC, for the \$990,595 Base Bid amount, and authorize the Chairperson and the CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

2023 Des Moines Water Main Replacement – Contract 4

In October 2023, the Board of Water Works Trustees authorized staff to solicit bids for the 2023 Des Moines Water Main Replacement – Contract 4 project. The Public Hearing was established as the date of the December 2023 Board meeting. The work under this Contract will consist of the replacement of approximately 3,600 feet of water main on streets including E Pleasant View Dr., E Virginia Ave., SE 6th St., and SE 7th St. Plans, specifications, and contract documents were taken out by several prospective bidders. Staff reached out to several contractors the week of December 4th to remind them of the project. Six bids were submitted on December 7, 2023. The bid from J&K Contracting was not opened because required documents were missing.

The engineer's estimate for this contract is \$1,808,083. Rognes Corporation has successfully completed other projects for Des Moines Water Works in the past. Staff recommends the Board award the 2023 Des Moines Water Main Replacement - Contract 4 project to Rognes Corporation, in the amount of \$1,844,549.

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the form of contract, plans and specifications, and estimated cost for the construction of the 2023 Des Moines Water Main Replacement – Contract 4 project. Receiving no oral or written comments, the Public Hearing was closed.

After an analysis of the bids received was presented and considered, a motion was made by Mr. Davis, seconded by Mr. Gillette, Award the 2023 Des Moines Water Main Replacement – Contract 4 project in the amount of \$1,844,549.00 to Rognes Corporation authorize the

Chairperson and CEO and General Manager to execute the contract, and authorize the Chairperson and the CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Award 2023 FWTP Distribution Building Improvements – structural Repairs

On December 12, 2023, Engineering Staff received bids for concrete restoration structural repairs to be performed in the parking garage portion of the Distribution Building. The upper-level concrete floor system is exhibiting corrosive distress resulting from deposition of de-icing salts carried into the facility by utility vehicles. The deterioration is extensive enough to warrant discontinuing vehicle parking use, but with repairs implemented in this project, the structure can be restored and repurposed to provide needed space for offices and meeting rooms. The scope of this project is to remove deteriorated concrete elements and replace them with new materials to restore the overall structure to suitably support the new facility function.

Four bids were received for the work from all qualified contractors. The engineer's estimate for work on this project was \$135,000. Staff recommends the Board award of the 2023 FWTP Distribution Building Improvements – Structural Repairs contract to Woodruff Construction, Inc., in the amount of \$97,327.

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the form of contract, plans and specifications, and estimated cost for the construction of the 2023 FWTP Distribution Building Improvements – Structural Repairs contract. Receiving no oral or written comments, the Public Hearing was closed.

After an analysis of the bids received was presented and considered, a motion was made by Mr. Gillette, seconded by Ms. Munns, Award the 2023 FWTP Distribution Building Improvements – Structural Repairs project in the amount of \$97,327 to Woodruff Construction, Inc. and authorize the Chairperson and CEO and General Manager to execute the contract, and authorize the Chairperson and the CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Request Authorization to Execute the Second Amendment to Chapter 28E Agreement between Des Moines Water Works, the City of Waukee, and Xenia Rural Water District for the Waukee/Xenia Joint System Facilities

During the first quarter of 2019, Des Moines Water Works (DMMW), the City of Waukee, and Xenia Rural Water District entered into a 28E Agreement that allowed additional water to be delivered to the City of Waukee. Waukee acquired, from Xenia, 0.4 million gallons per day (MGD) of capacity in both a 24-inch feeder main and a corresponding pumping station. A new meter pit and new chemical feed facilities were constructed by Waukee. Modifications to the chemical feed system at the pumping station (located on the LP Moon site) were constructed by DMWW. A First Amendment to the Chapter 28E Agreement was executed February 23, 2022, to clarify the actual location of the new meter pit and chemical feed facilities.

A Second Amendment is now desired for this 28E that would allow Waukee to increase the acquired capacity (up to 0.864 MGD under normal conditions and up to 1200 gallons per minute

in emergency situations) in the same 24-inch feeder main and the corresponding pumping station. Operations and maintenance elements along with the proportional billing back to Waukee and Xenia documented in the original 28E remain unchanged with this Second Amendment. Staff has briefed the Technical Committee of Central Iowa Water Works on the key elements of the Second Amendment to the Chapter 28E Agreement. Respective staff and legal counsel for DMWW, Xenia, and Waukee are in favor of the Second Amendment to the Chapter 28E Agreement.

A motion was made by Mr. Davis and seconded by Mr. Gillette, to approve and authorize the Chairperson to execute the Second Amendment to the Chapter 28E Agreement between Des Moines Water Works, the City of Waukee, and Xenia Rural Water District for the Waukee/Xenia Joint System Facilities. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Request Authorization to Reimburse the City of Des Moines for Water Main Relocations for the 16th Street Area Reconstruction and Trail Connection Project

As part of the City of Des Moines' 16th Street Area Reconstruction and Trail Connection project, Des Moines Water Works will complete water main relocation due to conflicts with street grade changes and conflicts with proposed sanitary sewer and storm sewer. The City of Des Moines project includes road reconstruction, sanitary sewer replacement, storm sewer improvements, trail construction, and sidewalk improvements.

Construction for this project is anticipated to begin in Spring 2024, with water main work being completed in the 2024 construction season. Based upon the unit price bid for the estimated quantities for this contract, the cost for the water main relocation portion of this City of Des Moines project is \$532,306.52. Shekar Engineering, P.L.C., from Des Moines, IA, will be the contractor for this project.

A motion was made by Mr. Gillette and seconded by Ms. Munns, to authorize staff to reimburse the City of Des Moines for water main relocations included in the 16th Street Area Reconstruction and Trail Connection project. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Performance Evaluation and Salary Increase for CEO and General Manager

The CEO's employment agreement provides for an annual performance evaluation to be conducted by the Board. The evaluation has been conducted by the Board Chair and Vice-Chair with input from the Board.

In addition, the CEO's employment agreement provides for an annual salary increase effective each January 1st in an amount equal to the average percentage increase of all bargaining unit employees for the corresponding year. The Board shall consider and may in its discretion award an additional amount of salary and/or a bonus as of any January 1st per the agreement.

The Chair of the Board recommends crediting the CEO with five additional days of leave in 2024 in recognition of the extraordinary effort over the past four years working to create the

framework to bring CIWW to life. Additional leave will be made a condition of his employment agreement.

A motion was made by Mr. Gillette and seconded by Ms. Huppert, to authorize the Board Chair or Vice-Chair to execute an amendment to CEO's employment agreement to add five additional days of paid time off. Upon vote, the motion was adopted, with Ms. Boulton, Mr. Davis, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

Board Committee Reports

The following reports were provided:

- Finance and Audit Committee – A meeting was held on December 5, 2023, as reflected in the minutes thereof. Mr. Davis gave a brief summary of the meeting.
- Planning Committee – A meeting was held on December 12, 2023, as reflected in the minutes thereof. Mr. Corrigan gave a brief summary of the meeting.
- Greater Des Moines Botanical Garden – Mr. Gillette shared that he did not have anything new to report. He did highlight that this is the last year that DMWW is going to be financially supporting the Greater Des Moines Botanical Garden.
- Des Moines Water Works Park Foundation – Ms. Boulton gave a brief summary of the changes that have been made to their board.

CEO and General Manager's Comments

Mr. Corrigan shared a few year end updates with the group. He shared that DMWW is on track to for the first time ever produce more than 20 billion gallons of water, yet another record year. He highlighted that this is the 5th year in a row that Water Production has accomplished this under the direction of Nathan Casey. Mr. Corrigan also went over the safety memo and highlighted the year end report of injuries.

Contract Status and Professional Services Agreements

Competitive Quotation for 2023 Des Moines Hydrant Relocations – Phase 1 in the amount of \$86,200 to J&K Contractors, LLC., awarded in October 2023.

4:57 pm adjourned

**DES MOINES WATER WORKS
FINANCIAL STATEMENT COMMENTS
FOR THE MONTH ENDED December 31, 2023**

STATEMENT OF NET POSITION

Below are summaries of financial position and activity for the month of December 2023 based on **preliminary** year-end numbers. Additional year-end adjustments and reclassifications will be made to the financial records prior to the issuance of our final 2023 audited financial statements.

Summary Net Position (in millions)

	Dec 31, 2023	Dec 31, 2022
Cash	\$20.4	\$24.4
Invested Cash	43.4	23.1
Accounts Receivable	12.3	12.0
Operating Reserves	15.3	13.4
Other Assets	10.3	7.3
Fixed Assets	618.6	618.6
Less: Accum Depreciation/Amortization	<u>(242.4)</u>	<u>(228.8)</u>
Net Fixed Assets	376.3	389.8
Construction in Progress	<u>27.3</u>	<u>9.6</u>
Total Assets	<u>505.2</u>	<u>479.6</u>
Deferred Outflows of Resources	11.6	11.6
Total Assets & Deferred Outflows of Resources	<u>516.8</u>	<u>491.2</u>
Current Liabilities	12.4	14.6
Long-Term Liabilities	32.8	32.8
Other Liabilities	<u>2.1</u>	<u>2.0</u>
Total Liabilities	47.3	49.4
Deferred Inflows of Resources	11.1	11.1
Net Position	<u>458.4</u>	<u>430.7</u>
Total Liabilities, Deferred Inflows of Resources & Net Position	<u>516.8</u>	<u>491.2</u>

The deferred inflows and deferred outflows of resources are composed of the differences between actual and expected experience of different components of the pension plan related to future reporting periods. These differences are measured each year and then recognized in pension expense over multiple future reporting periods depending on the nature of the difference (e.g., investment returns, demographic experience, assumption changes, etc.). Deferred outflow of resources is a consumption of net assets applicable to a future reporting period. Deferred inflow of resources is an acquisition of net assets applicable to a future reporting period.

STATEMENT OF EARNINGS

Summary information from the Statement of Earnings is as follows:

	December 2023	Year to date 2023	Year to date 2022
Operating Revenue	\$ 7.1 million	\$ 93.8 million	\$ 86.4 million
Operating Expenses	\$ 6.4 million	\$ 69.1 million	\$ 63.0 million
Other Income (Expense)	\$ 0.3 million	\$ 3.1 million	\$ 7.9 million
Net Earnings	\$ 1.0 million	\$ 27.7 million	\$ 31.3 million

The table below summarizes expenses for the period-to-date ended December 2023 and 2022:

OPERATING EXPENSES

Year-to-Date Ending December 31, 2023 and 2022

	YTD Dec 2023	% of Total	YTD Dec 2022	% of Total
Labor	\$ 17,585,237	32%	\$ 16,566,402	33%
Benefits	8,726,516	16%	6,839,636	14%
Purchased Services	8,683,323	16%	9,625,667	19%
Materials and Equipment	5,288,024	10%	3,943,556	8%
Chemicals	8,512,265	15%	6,455,257	13%
Utilities/Telephone	3,615,440	7%	3,580,077	7%
Insurance	2,049,032	4%	1,921,618	4%
Postage	454,730	1%	438,918	1%
Other	684,216	1%	527,683	1%
	\$ 55,598,783	100%	\$ 49,898,814	100%

PROJECT EXPENSES

Total expenditures for operating projects through December 2023 were approximately \$55.6 million or 96% of the operating budget. Overall expenditures on capital projects were approximately \$17.7 million or 21% of the capital budget.

DES MOINES WATER WORKS
PRELIMINARY Statement of Net Position
For the Period Ending December 31, 2023 and December 31, 2022

	2023	2022	Change
ASSETS			
Cash			
Petty Cash	\$ 1,900	\$ 1,900	
Interest Bearing Cash	20,403,252	24,362,029	
Total	\$ 20,405,152	\$ 24,363,929	\$ (3,958,777)
Invested Cash			
Cash on Hand	\$ 593,644	\$ 452,194	
U.S. Government Securities	42,830,471	22,635,308	
Total	\$ 43,424,115	\$ 23,087,502	\$ 20,336,613
Accounts Receivable			
Accounts Receivable	\$ 9,180,371	\$ 8,936,610	
Accounts Receivable Unbilled	2,914,894	2,914,894	
Accrued Interest Receivable	161,090	98,524	
Total	\$ 12,256,355	\$ 11,950,028	\$ 306,327
Board Designated Reserves			
Operating			
Cash On Hand	\$ 102,852	\$ 23,509	
U.S. Government Securities	15,159,977	13,383,339	
Total	\$ 15,262,829	\$ 13,406,848	\$ 1,855,981
Other Assets			
Materials in Stock Accounts	\$ 4,765,984	\$ 4,770,969	
Water Receivable Long-Term	291,870	241,040	
Lease Receivable	1,068,490	1,068,490	
Iowa Motor Fuel Tax Receivable	46	0	
Prepaid Insurance	1,140,619	937,132	
Prepaid Expense	2,996,755	487,730	
Accum Unrealized Gain/(Loss) Invest	46,299	(165,986)	
Total	\$ 10,310,062	\$ 7,339,376	\$ 2,970,686

DES MOINES WATER WORKS
PRELIMINARY Statement of Net Position
For the Period Ending December 31, 2023 and December 31, 2022

	2023	2022	Change
ASSETS-CONTINUED			
Fixed Assets			
Land & Right of Way	\$ 8,208,369	\$ 8,208,369	
Structures and Machinery	177,404,410	177,404,410	
Water Supply System	61,641,214	61,641,214	
Urbandale Booster System	509,687	509,687	
Pipelines	298,387,507	298,387,507	
Meters	33,622,365	33,622,365	
Laboratory Equipment	822,658	822,658	
Distribution Equipment	1,664,460	1,664,460	
Mobile Equipment	4,464,544	4,464,544	
Vehicles	3,019,327	3,019,327	
Office Equipment	1,346,166	1,346,166	
MIS Equipment	27,407,397	27,407,397	
Intangible Right-to-use Asset	115,750	115,750	
Total	\$ 618,613,855	\$ 618,613,855	
Accumulated Depreciation/Amortization	(242,360,153)	(228,831,547)	
Construction in Progress	\$ 27,316,952	9,644,209	
Total Fixed Assets	\$ 403,570,653	\$ 399,426,517	\$ 4,144,137
TOTAL ASSETS	\$ 505,229,166	\$ 479,574,199	\$ 25,654,967
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related Amounts	11,596,970	11,596,970	
Total	\$ 11,596,970	\$ 11,596,970	\$ -
TOTAL ASSETS & DEFERRED OUTFLOWS OF RESOURCES	\$ 516,826,136	\$ 491,171,169	\$ 25,654,967

DES MOINES WATER WORKS
PRELIMINARY Statement of Net Position
For the Period Ending December 31, 2023 and December 31, 2022

	2023	2022	Change
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 1,127,955	\$ 2,732,873	
Construction Payables	3,685,298	5,108,072	
Salaries and Wages Payable	1,262,357	1,048,736	
Accrued Leave	3,758,369	3,758,369	
State Tax Payable	362,777	323,030	
Work Comp Reserves	490,917	490,917	
Fees Collected for Other Entities	1,737,875	1,114,223	
Unclaimed Refunds	10,291	10,622	
Total	\$ 12,435,840	\$ 14,586,842	\$ (2,151,002)
Long Term Liabilities			
Pension Liability	\$ 18,270,897	\$ 18,270,897	
Other Post-Employment Benefit Liability	14,425,185	14,425,185	
Lease Liability	57,236	57,236	
Total	\$ 32,753,318	\$ 32,753,318	\$ -
Other Liabilities			
Deposits by Consumers	\$ 2,113,477	\$ 2,010,429	
Project H2O	6,697	11,046	
Miscellaneous Liabilities	9,745	9,745	
Total	\$ 2,129,919	\$ 2,031,219	\$ 98,699
TOTAL LIABILITIES	\$ 47,319,077	\$ 49,371,379	\$ (2,052,303)
DEFERRED INFLOWS OF RESOURCES			
Pension Related Amounts	\$ 2,931,843	\$ 2,931,843	
Other Post-Employment Benefit Amounts	7,166,158	7,166,158	
Lease Amounts	1,048,471	1,048,471	
Total	\$ 11,146,472	\$ 11,146,472	\$ -
NET POSITION	\$ 458,360,588	\$ 430,653,318	\$ 27,707,270
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES & NET POSITION	\$ 516,826,136	\$ 491,171,169	\$ 25,654,967

Des Moines Water Works
PRELIMINARY Statement of Earnings and Retained Earnings
For the Month Ended December 31, 2023, the Twelve Month Endings December 31, 2023
and the Twelve Months Ending December 31, 2022

	Current Month 2023	Year-To-Date 2023	Yearly Budget 2023	Actual vs. Budget Variance	Year-To-Date 2022	Year-To-Date Current vs. Prior Year
OPERATING REVENUE						
Water Sales	\$ 6,318,174	\$ 87,380,314	\$ 78,982,504	\$ 8,397,810	\$ 79,142,363	\$ 8,237,951
Sewer Services - Runnells	7,871	94,604	77,291	17,313	91,955	2,649
Late Fees	26,294	468,458	375,000	93,458	473,077	(4,619)
Other Sales and Services	309,786	2,548,180	3,023,245	(475,065)	2,978,961	(430,781)
Billing Services Revenue	181,325	1,984,190	2,166,000	(181,810)	2,066,729	(82,539)
Land Use Revenue	26,564	218,777	216,000	2,777	215,700	3,077
Connection Fees	198,525	1,054,400	400,000	654,400	1,171,519	(117,119)
Reimb for Covid Expenses	-	-	-	-	268,412	(268,412)
Cash Discount and Refunds	393	3,494	-	3,494	4,268	(774)
Total Operating Revenues	\$ 7,068,932	\$ 93,752,417	\$ 85,240,040	\$ 8,512,377	\$ 86,412,984	\$ 7,339,433
OPERATING EXPENSES						
Labor	\$ 2,060,566	\$ 17,585,237	\$ 17,714,194	\$ 128,957	\$ 16,566,402	\$ (1,018,835)
Benefits	305,882	4,096,512	4,244,600	148,088	3,911,463	(185,049)
Retirement Benefits	362,302	4,630,004	5,454,800	824,796	2,928,173	(1,701,831)
Postage	49,474	454,730	450,000	(4,730)	438,918	(15,812)
Telephone	29,363	307,611	288,735	(18,876)	286,986	(20,625)
Insurance	209,030	2,049,032	1,625,000	(424,032)	1,921,618	(127,414)
Casualty Loss	97,985	277,842	110,000	(167,842)	56,639	(221,203)
Loss on Bad Accounts	3,769	(9,313)	155,000	164,313	24,948	34,261
Purchased Services	1,131,282	8,683,323	10,990,850	2,307,527	9,625,667	942,344
Training	6,896	193,828	251,270	57,442	114,912	(78,916)
Materials and Equipment	377,235	5,288,024	4,371,355	(916,669)	3,943,556	(1,344,468)
Chemicals	609,764	8,512,265	8,952,971	440,706	6,455,257	(2,057,008)
Utilities	71,106	3,307,829	3,149,500	(158,329)	3,293,091	(14,738)
Gasoline/Fuel	-	221,859	382,680	160,821	331,184	109,325
Total Operating Expense	\$ 5,314,654	\$ 55,598,783	\$ 58,140,955	\$ 2,542,172	\$ 49,898,814	\$ (5,699,969)
Depreciation & Amort Expense	\$ 1,124,090	13,528,606	13,583,232	54,626	\$ 13,147,584	(381,022)
Net Income from Operations	630,188	24,625,028	13,515,853	11,109,175	23,366,586	1,258,442
Other Income (Expense) :						
Capital Contributions	\$ -	\$ 603,150	\$ -	\$ 603,150	\$ 591,357	\$ 11,793
Contributions From Subdividers	-	-	-	-	7,564,707	(7,564,707)
Investment Income	\$ 69,934	\$ 468,961	\$ 195,600	\$ 273,361	119,093	349,868
Net Change - Investment Values	273,049	1,998,700	-	1,998,700	119,378	1,879,322
Interest Income / Expense	15	23	-	23	13,974	(13,951)
Gain/Loss on Fixed Assets	-	11,408	-	11,408	(498,209)	509,617
Other Income (Expense), net	\$ 342,998	\$ 3,082,242	\$ 195,600	\$ 2,886,642	\$ 7,910,300	\$ (4,828,058)
Net Earnings	\$ 973,186	\$ 27,707,270	\$ 13,711,453	\$ 13,995,817	\$ 31,276,886	\$ (3,569,616)
Retained Earnings, January 1		\$ 430,653,318			\$ 396,920,642	
Ending Retained Earnings		\$ 458,360,588			\$ 428,197,528	

**DES MOINES WATER WORKS
STATEMENT OF INVESTMENT CHANGES
FOR THE MONTH ENDED DECEMBER 31, 2023**

INVESTED RESERVES

	Balance at 11/30/2023	Additions	Deductions	Balance at 12/31/2023
Operating				
Cash on Hand	\$2,251,403	5,322,987	7,471,538	\$102,852
U.S. Government Securities	\$12,968,033	7,507,943	5,316,000	\$15,159,977
Total Invested Reserves	\$15,219,436	\$12,830,931	\$12,787,538	\$15,262,829

The estimated annual yield at market for 12/31/2023 was 3.32%

INVESTED OPERATING CASH

	Balance at 11/30/2023	Additions	Deductions	Balance at 12/31/2023
Operating				
Cash on Hand	\$6,565,218	10,571,515	16,543,089	\$593,644
U.S. Government Securities	\$36,715,324	16,679,147	10,564,000	42,830,471
Total Invested Reserves	\$43,280,542	\$27,250,662	\$27,107,089	\$43,424,115

The estimated annual yield at market for 12/31/2023 was 2.07%

**DES MOINES WATER WORKS
STATEMENT OF INVESTMENT CHANGES
YEAR TO DATE 2023**

PENSION FUND

	Balance 1/1/2023	Transfers, Expenses & Deposits	Benefit Payments	Investment Return	Balance at 12/31/2023	YTD % Return
<i>Fixed Income</i>						
Mellon Capital Mgmt - Bond Market Index	5,884,782	4,017,166	(3,901,112)	255,790	6,256,626	5.10%
Neuberger Berman / Mellon / DDJ - High Yield I	2,054,249	(114,462)		260,006	2,199,792	12.77%
Principal Global Investors - Income	17,705,946	66,222	5,727	1,017,501	18,795,396	5.69%
<i>Large U.S. Equity</i>						
Principal Global Investors - Equity Income	6,222,871	(186,663)		685,980	6,722,187	10.91%
Principal Global Investors - Large Cap S&P 500 Index	2,608,625	(422,788)		652,699	2,838,535	26.23%
T. Rowe Price / Brown Advisory - Large Cap Growth	6,026,644	(1,645,136)		2,301,150	6,682,658	41.90%
<i>Small/Mid U.S. Equity</i>						
Robert Baird / Eagle Asset Mgmt - Mid Cap Growth III	894,171	(76,973)		178,746	995,943	20.52%
DFA / Vaughan Nelson / LA Capital - Small Cap Value II	457,533	(40,477)		88,940	505,996	19.69%
AB / Brown / Emerald - Small Cap Growth I	453,452	(25,655)		73,651	501,449	16.69%
LA Capital Mgmt / Victory - Mid Cap Value I	918,826	(34,711)		102,526	986,641	11.04%
<i>International Equity</i>						
Causeway / Barrow Hanley - Overseas	1,698,521	77,524		386,551	2,162,597	22.02%
Principal Global Investors / DFA - International Small Cap	769,177	(836,789)		67,612	0	8.78%
Principal Global Investors - Diversified International	3,865,020	184,518		696,167	4,745,705	17.60%
Origin Asset Management LLP - Origin Emerging Markets	1,345,371	(30,822)		134,930	1,449,479	10.41%
Total Principal Financial	\$ 50,905,188	\$ 930,952	\$ (3,895,385)	\$ 6,902,248	\$ 54,843,003	14.03%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - **PRELIMINARY**
100% of Year Completed

	YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating						
Office of the CEO/General Manager	\$1,455,778	\$2,412,086	\$0	\$2,412,086	\$956,308	60%
Customer Service	\$5,443,294	\$5,605,717	\$0	\$5,605,717	\$162,423	97%
Engineering	\$2,174,841	\$1,776,480	\$0	\$1,776,480	(\$398,361)	122%
Finance	\$6,313,280	\$5,848,016	(\$2,886)	\$5,845,130	(\$468,150)	108%
Human Resources	\$935,727	\$956,492	\$0	\$956,492	\$20,765	98%
Information Technology	\$3,159,269	\$3,393,739	\$0	\$3,393,739	\$234,470	93%
Office of the Chief Operating Officer	\$2,502,408	\$2,818,019	\$2,886	\$2,820,905	\$318,497	89%
Water Distribution	\$8,291,162	\$8,206,335	(\$105,000)	\$8,101,335	(\$189,827)	102%
Water Production	\$25,323,024	\$27,124,071	\$105,000	\$27,229,071	\$1,906,047	93%
Total Operating	\$55,598,783	\$58,140,955	\$0	\$58,140,955	\$2,542,173	96%
Capital						
Office of the CEO/General Manager	\$0	\$0	\$0	\$0	\$0	No Budget
Customer Service	\$1,495,322	\$1,736,895	\$0	\$1,736,895	\$241,573	86%
Engineering	\$12,498,174	\$54,338,440	\$20,442,250	\$74,780,690	\$62,282,516	17%
Finance	\$0	\$0	\$0	\$0	\$0	No Budget
Human Resources	\$0	\$0	\$0	\$0	\$0	No Budget
Information Technology	\$734,656	\$2,140,750	\$30,000	\$2,170,750	\$1,436,094	34%
Office of the Chief Operating Officer	\$121,843	\$251,473	\$0	\$251,473	\$129,630	48%
Water Distribution	\$603,493	\$1,673,131	\$0	\$1,673,131	\$1,069,638	36%
Water Production	\$2,278,571	\$2,321,067	\$784,000	\$3,105,067	\$826,496	73%
Total Capital	\$17,732,060	\$62,461,756	\$21,256,250	\$83,718,006	\$65,985,946	21%
Total Project Costs	\$73,330,842	\$120,602,711	\$21,256,250	\$141,858,961	\$68,528,119	52%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Office of the CEO/General Manager

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
950-200	New Business, Community & Economic Dev	\$60,781	\$78,036	\$0	\$78,036	\$17,255	78%
996-001	CEO Department Administration	\$688,531	\$413,571	\$0	\$413,571	(\$274,960)	166%
996-030	Board Activities	\$272,282	\$1,327,026	\$0	\$1,327,026	\$1,054,744	21%
996-200	Business Strategies	\$146,686	\$188,972	\$0	\$188,972	\$42,286	78%
996-210	Project Management	\$123,185	\$98,635	\$0	\$98,635	(\$24,550)	125%
995-010	Public Policy - WS Advocate	\$164,313	\$305,846	\$0	\$305,846	\$141,533	54%
Total Operating		\$1,455,778	\$2,412,086	\$0	\$2,412,086	\$956,308	60%
OCEO Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	\$0
Total Office of CEO/General Manager		\$1,455,778	\$2,412,086	\$0	\$2,412,086	\$956,308	60%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Customer Service

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
950-001	Customer Service Admin	\$2,341,891	\$2,145,683	\$0	\$2,145,683	(\$196,208)	109%
950-100	CS Contact Ctr and Data Quality	\$959,442	\$1,200,183	\$0	\$1,200,183	\$240,741	80%
950-300	Public Relations and Communication	\$184,470	\$265,902	\$0	\$265,902	\$81,432	69%
950-500	CS Collections and Dispatch	\$506,404	\$626,014	\$0	\$626,014	\$119,610	81%
950-600	Field CS and Water Quality	\$1,451,087	\$1,367,935	\$0	\$1,367,935	(\$83,152)	106%
	Total Operating	\$5,443,294	\$5,605,717	\$0	\$5,605,717	\$162,423	97%
Capital							
955-060	Field Customer Service Capital	\$1,461,216	\$1,736,895	\$0	\$1,736,895	\$275,679	84%
925-160	Radio Frequency - Capital	\$34,106	\$0	\$0	\$0	(\$34,106)	No Budget
	Total Capital	\$1,495,322	\$1,736,895	\$0	\$1,736,895	\$241,573	86%
Total Customer Service		\$6,938,616	\$7,342,612	\$0	\$7,342,612	\$403,996	94%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Engineering

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
940-001	Engineering Dept Administration	\$2,122,040	\$1,706,063	\$0	\$1,706,063	(\$415,977)	124%
940-010	Engineering Studies	\$52,801	\$70,417	\$0	\$70,417	\$17,616	75%
	Total Operating	\$2,174,841	\$1,776,480	\$0	\$1,776,480	(\$398,361)	122%
Capital							
945-010	Facility Management	\$2,529,814	\$3,956,359	\$4,351,750	\$8,308,109	\$5,778,295	30%
945-012	New ASR Well	\$825,381	\$2,750,882	\$638,000	\$3,388,882	\$2,563,501	24%
945-080	WMR - Des Moines	\$3,556,397	\$9,452,241	\$4,970,000	\$14,422,241	\$10,865,844	25%
945-090	WMR - Polk County	\$211,789	\$3,137,711	\$3,000,000	\$6,137,711	\$5,925,922	3%
945-095	WMR - Windsor Heights	\$34,318	\$28,221	\$784,000	\$812,221	\$777,903	4%
945-100	WMR - Pleasant Hill	\$4,538	\$300,000	\$0	\$300,000	\$295,462	2%
945-120	WMR - Cumming	\$1,934	\$0	\$0	\$0	(\$1,934)	No Budget
945-200	Development Plan Review & Inspection	\$381,527	\$284,784	\$42,000	\$326,784	(\$54,743)	117%
945-210	Core Network Feeder Mains	\$1,061,823	\$4,165,673	\$0	\$4,165,673	\$3,103,850	25%
945-220	Fleur Drive Treatment Plant	\$1,121,912	\$8,945,587	\$3,675,500	\$12,621,087	\$11,499,175	9%
945-225	McMullen Water Treatment Plant	\$304,054	\$789,543	\$1,781,000	\$2,570,543	\$2,266,489	12%
945-228	Saylorville Water Treatment Plant	\$2,264,710	\$20,527,439	\$0	\$20,527,439	\$18,262,729	11%
945-230	Remote Facilities - Pumping & Storage	\$58,476	\$0	\$1,200,000	\$1,200,000	\$1,141,524	5%
945-235	Joint NW Storage, PS and Feeder Mains	\$114,591	\$0	\$0	\$0	(\$114,591)	No Budget
945-245	Joint SW Storage, PS and Feeder Mains	\$23,650	\$0	\$0	\$0	(\$23,650)	No Budget
945-250	Waukee-Xenia Feeder Main & Pump Station	\$3,259	\$0	\$0	\$0	(\$3,259)	No Budget
	Total Capital	\$12,498,174	\$54,338,440	\$20,442,250	\$74,780,690	\$62,282,516	17%
Total Engineering		\$14,673,015	\$56,114,920	\$20,442,250	\$76,557,170	\$61,884,155	19%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Finance

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
930-001	Finance Dept Administration	\$1,026,266	\$1,034,466	(\$2,886)	\$1,031,580	\$5,314	99%
930-010	Financial Services	\$2,688,884	\$2,284,090	\$0	\$2,284,090	(\$404,794)	118%
930-086	Other Accounting Expenses	\$13,611	\$0	\$0	\$0	(\$13,611)	No Budget
930-090	Purchasing	\$114,474	\$97,989	\$0	\$97,989	(\$16,485)	117%
950-410	A/R Management	\$939,700	\$892,813	\$0	\$892,813	(\$46,887)	105%
970-010	Central Stores	\$119,731	\$128,179	\$0	\$128,179	\$8,448	93%
970-500	GDMBG Operations and Maintenance	\$100,135	\$100,000	\$0	\$100,000	(\$135)	100%
	Department Operating	\$5,002,801	\$4,537,537	(\$2,886)	\$4,534,651	(\$468,150)	110%
930-010	Financial Services - PILOT	\$1,310,479	\$1,310,479	\$0	\$1,310,479	\$0	100%
	Total Operating	\$6,313,280	\$5,848,016	(\$2,886)	\$5,845,130	(\$468,150)	108%
Capital							
955-090	Pmt/Mail Processing Capital	\$0	\$0	\$0	\$0	\$0	No Budget
	Total Capital	\$0	\$0	\$0	\$0	\$0	No Budget
Total Finance		\$6,313,280	\$5,848,016	(\$2,886)	\$5,845,130	(\$468,150)	108%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Human Resources

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
910-001	HR Dept Administration	\$348,444	\$334,425	\$0	\$334,425	(\$14,019)	104%
910-010	Employee Relations	\$285,474	\$262,179	\$0	\$262,179	(\$23,295)	109%
910-060	Employment	\$176,356	\$134,901	\$0	\$134,901	(\$41,455)	131%
910-110	Compensation/Benefits	\$123,158	\$143,265	\$0	\$143,265	\$20,107	86%
910-150	Employee Learning & Growth	\$2,295	\$81,722	\$0	\$81,722	\$79,427	3%
Total Operating		\$935,727	\$956,492	\$0	\$956,492	\$20,765	98%
Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	No Budget
Total Human Resources		\$935,727	\$956,492	\$0	\$956,492	\$20,765	98%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Information Technology

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
920-001	IT Dept Administration	\$812,278	\$817,646	\$0	\$817,646	\$5,368	99%
920-160	Technical Services	\$283,535	\$270,953	\$0	\$270,953	(\$12,582)	105%
920-240	IT Development & Application Svcs	\$182,901	\$205,712	\$0	\$205,712	\$22,811	89%
920-250	IT Services	\$987,682	\$1,192,514	\$0	\$1,192,514	\$204,832	83%
920-350	System Services	\$892,873	\$906,914	\$0	\$906,914	\$14,041	98%
	Total Operating	\$3,159,269	\$3,393,739	\$0	\$3,393,739	\$234,470	93%
Capital							
925-010	Info Systems Capital	\$734,656	\$2,140,750	\$30,000	\$2,170,750	\$1,436,094	34%
	Total Capital	\$734,656	\$2,140,750	\$30,000	\$2,170,750	\$1,436,094	34%
Total Information Technology		\$3,893,925	\$5,534,489	\$30,000	\$5,564,489	\$1,670,564	70%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Office of the Chief Operating Officer

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
993-000	OCOO Dept Administration	\$672,189	\$857,364	\$0	\$857,364	\$185,175	78%
960-510	Risk & Incident Management	\$889,957	\$926,008	\$2,886	\$928,894	\$38,937	96%
910-240	Safety	\$259,506	\$231,620	\$0	\$231,620	(\$27,886)	112%
970-060	Grounds Maintenance	\$680,756	\$803,027	\$0	\$803,027	\$122,271	85%
	Total Operating	\$2,502,408	\$2,818,019	\$2,886	\$2,820,905	\$318,497	89%
Capital							
975-005	Grounds Maintenance Capital	\$121,843	\$251,473	\$0	\$251,473	\$129,630	48%
	Total Capital	\$121,843	\$251,473	\$0	\$251,473	\$129,630	48%
Total Office of the COO		\$2,624,251	\$3,069,492	\$2,886	\$3,072,378	\$448,127	85%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Water Distribution

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
960-001	Water Dist Dept Administration	\$2,526,469	\$3,204,357	\$0	\$3,204,357	\$677,888	79%
960-010	Distribution Administration	\$147,094	\$132,812	\$0	\$132,812	(\$14,282)	111%
960-100	Dist System Maint/Repairs	\$3,509,105	\$3,096,374	(\$105,000)	\$2,991,374	(\$517,731)	117%
960-160	Water Distribution Support	\$459,434	\$195,424	\$0	\$195,424	(\$264,010)	235%
960-180	Leak Detection	\$792,292	\$756,222	\$0	\$756,222	(\$36,070)	105%
960-250	Distribution Billed Services	\$856,769	\$821,146	\$0	\$821,146	(\$35,623)	104%
	Total Operating	\$8,291,162	\$8,206,335	(\$105,000)	\$8,101,335	(\$189,827)	102%
Capital							
965-010	Distribution System Improvements	\$578,383	\$1,638,831	\$0	\$1,638,831	\$1,060,448	35%
965-025	Dist Billed Services Capital	\$12,972	\$22,500	\$0	\$22,500	\$9,528	58%
965-200	Leak Detection Equipment	\$12,137	\$11,800	\$0	\$11,800	(\$337)	103%
	Total Capital	\$603,493	\$1,673,131	\$0	\$1,673,131	\$1,069,638	36%
Total Water Distribution		\$8,894,655	\$9,879,466	(\$105,000)	\$9,774,466	\$879,811	91%

DES MOINES WATER WORKS
Project Costs by Department - Summary
Year to Date ended December 31, 2023 - PRELIMINARY
100% of Year Completed

Water Production

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
970-110	Facility Maintenance	\$696,025	\$753,039	\$0	\$753,039	\$57,014	92%
970-200	Vehicle Maintenance	\$1,243,460	\$1,306,157	\$105,000	\$1,411,157	\$167,697	88%
970-360	Communication Sys Maintenance	\$24,172	\$53,064	\$0	\$53,064	\$28,892	46%
970-450	HVAC Operations & Maintenance	\$115,209	\$99,577	\$0	\$99,577	(\$15,632)	116%
980-001	Water Production Dept Admin	\$4,063,068	\$4,388,290	\$0	\$4,388,290	\$325,222	93%
980-010	Water Production Operations	\$1,304,288	\$1,189,600	\$0	\$1,189,600	(\$114,688)	110%
980-020	Fleur Treatment Chem/Energy	\$8,449,656	\$8,903,133	\$0	\$8,903,133	\$453,477	95%
980-030	McMullen Treatment Chem/Energy	\$2,868,088	\$3,231,252	\$0	\$3,231,252	\$363,164	89%
980-040	Saylorville Treatment Chem/Energy	\$1,202,143	\$1,605,047	\$0	\$1,605,047	\$402,904	75%
980-200	Fleur Plant Maintenance	\$1,952,527	\$1,893,639	\$0	\$1,893,639	(\$58,888)	103%
980-250	McMullen Plant Maintenance	\$422,449	\$582,851	\$0	\$582,851	\$160,402	72%
980-300	Saylorville Plant Maintenance	\$558,634	\$521,680	\$0	\$521,680	(\$36,954)	107%
980-350	WP Maintenance Oversight	\$185,604	\$220,992	\$0	\$220,992	\$35,388	84%
980-410	Louise P. Moon Pumping & Maint.	\$564,389	\$581,339	\$0	\$581,339	\$16,950	97%
980-420	PC PS Maintenance	\$173,427	\$160,986	\$0	\$160,986	(\$12,441)	108%
980-430	DM Remote Storage & Pumping	\$717,806	\$805,605	\$0	\$805,605	\$87,799	89%
980-500	Routine Laboratory Monitoring	\$723,040	\$657,139	\$0	\$657,139	(\$65,901)	110%
980-530	Source Water Quality	\$59,039	\$170,681	\$0	\$170,681	\$111,642	35%
	Total Operating	\$25,323,024	\$27,124,071	\$105,000	\$27,229,071	\$1,906,047	93%
Capital							
985-010	Water Production Reinvestment	\$1,022,819	\$1,196,609	\$0	\$1,196,609	\$173,790	85%
975-010	Vehicle Capital	\$1,255,753	\$1,124,458	\$784,000	\$1,908,458	\$652,705	66%
	Total Capital	\$2,278,571	\$2,321,067	\$784,000	\$3,105,067	\$826,496	73%
Total Water Production		\$27,601,595	\$29,445,138	\$889,000	\$30,334,138	\$2,732,543	91%

Consent Agenda
Item 1-C

MONTHLY SCHEDULE FOR THE MONTH OF DECEMBER 2023

BANKERS TRUST OPERATING FUND	Investment Purchased	2,189,883.77
BANKERS TRUST OPERATING FUND	Investment Purchased	2,894,183.66
BANKERS TRUST OPERATING FUND	Investment Purchased	2,387,470.79
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	2,570,733.12
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	3,332,431.82
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	4,890,863.24
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	4,794,072.92
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	954,988.32
ACCOUNTS PAYABLE MONTHLY SCHEDULE	Weekly Check Runs	7,854,922.20
EMPLOYEE PAYROLL	Bi Weekly Payrolls	916,074.56
TOTAL		<u><u>\$32,785,624.40</u></u>

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273048	ACCO	Inventory	\$454.30
273049	AccuCopy	Capital Printing & Copies	283.96
273050	Acme Tools	Inventory	30.29
273051	AGRILAND FS INC	Inventory	870.00
273052	Ahlens Cooney PC	Operating Legal Fees	561.00
273053	Airgas North Central	Operating Materials & Supplies	59.75
273054	Alex Vizcarra	Operating Materials & Supplies	117.65
273055	Allied Electronics	Inventory	47.70
273056	Allied Instrumentation	Operating Materials & Supplies	754.48
273057	Bankers Trust Company	Corporate Credit Card	2,939.69
273058	BDI Signs Business Designs Inc	Operating Materials & Supplies	85.00
273059	Bob Brown Chevrolet Inc.	Operating Vehicle Maintenance Materials	430.53
273060	Brad Adams	Safety Boots	245.00
273061	Canon Financial Services Inc	Operating Printing & Copies	2,733.35
273062	Capital Sanitary Supply	Inventory	170.03
273063	Chas W. Goering, Inc.	Capital Plumbing	982.50
273064	Cintas	Operating Purchased Services	2,297.19
273065	City of Des Moines	Operating Concrete	1,882.25
273066	City Supply Corporation	Capital Materials & Supplies	1,310.60
273067	Classic Events & Parties	Operating Purchased Services	248.60
273068	Cody Welch	Operating Licenses & Certifications	115.83
273069	Commercial Supply Co	Inventory	310.00
273070	Construction & Aggregate Products Inc.	Inventory	1,056.00
273071	Contract Specialty L.C.	Operating Park Materials	1,394.00
273072	CTI Ready Mix	Operating Concrete	3,597.50
273073	Dentons Davis Brown PC	Operating Legal Fees	299.50
273074	Douglas K. Oscarson	Operating Consultants	1,798.20
273075	Erika Hale	Operating Materials & Supplies	53.71
273076	Jonathan Mouw	Operating Licenses & Certifications	100.00
273077	Kyle Simpson	Operating Mileage	203.05
273078	Leah Heim	Safety Boots	68.46
273079	Melissa Goben	One Water Conference	1,337.44
273080	Capital Sanitary Supply	Inventory	57.74
273081	City Supply Corporation	Inventory	805.35
273082	CPI International	Inventory	2,834.11
273083	Des Moines Asphalt & Paving Co. Inc.	Capital Asphalt	167.44
273084	Electrical Engineering & Equipment Co.	Capital Materials & Supplies	678.29
273085	Electronic Engineering Company	Operating Purchased Services	300.00
273086	Fastenal Company	Inventory	121.62
273087	Force Fitters	Operating Materials & Supplies	812.25
273088	Gilcrest Jewett Lumber Company	Inventory	1,947.34
273089	Grainger Inc.	Inventory	3,314.53
273090	Graybar Electric Company	Inventory	1,486.45
273091	Hach Chemical Company	Inventory	210.00
273092	Hawkins Water Treatment Group	Inventory	2,347.60
273093	Home City Ice	Operating Park Materials	390.00
273094	IDEXX Laboratories Inc.	Operating Materials & Supplies	923.01

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273095	Illinois Mutual & Life Casualty Company	Insurance Withholding	17.81
273096	Image Solutions	Operating Tools	48.00
273097	Industrial Scientific Corporation	Operating Dues and Memberships	2,315.03
273098	Ingersoll Rand	Inventory	1,033.86
273099	Insight Public Sector Inc	Operating Purchased Services	3,385.92
273100	Iowa Prison Industries	Operating Materials & Supplies	1,061.10
273101	John's Tree Service Inc.	Operating Purchased Services	4,500.00
273102	Larry's Window Service Inc.	Operating Purchased Services	120.00
273103	Lawson Products Inc.	Inventory	299.52
273104	Logan Contractors Supply Inc.	Inventory	1,209.28
273105	Mail Services LLC	Operating Postage	443.92
273106	McMaster-Carr Supply Company	Inventory	269.06
273107	Menard's	Operating Materials & Supplies	44.92
273108	Midwest Wheel Companies	Operating Vehicle Maintenance Materials	473.72
273109	Municipal Supply Inc.	Inventory	3,146.00
273110	NAGDCA	Operating Dues and Memberships	600.00
273111	Nate Todd Construction	Capital Contractors	1,900.00
273112	Plumb Supply Company	Inventory	94.86
273113	Premier Safety	Inventory	224.62
273114	Sensus Metering Systems	Operating Maintenance Contracts	1,949.94
273115	Stanley Consultants	Capital Contractors	1,146.00
273116	Thyssenkrupp Elevator Corporation	Operating Purchased Services	707.08
273117	Total Tool	Inventory	41.02
273118	Tri-State Overhead Crane Company	Operating Contractors	252.00
273119	Truck Center Companies	Operating Vehicle Maintenance Materials	192.01
273120	U.S. Autoforce	Operating Vehicle Maintenance Materials	607.96
273121	USA Bluebook	Inventory	3,092.00
273122	VWR International LLC	Inventory	241.09
273123	Waste Solutions of Iowa	Operating Purchased Services	305.00
273124	Air Products	Inventory	14,080.09
273125	Air-Mach Air Compressor & Machine Co	Capital Materials & Supplies	28,025.00
273126	Baker Group	Operating Purchased Services	9,126.00
273127	Core and Main	Inventory	14,279.89
273128	Dixie Petro-Chem Inc.	Inventory	19,008.91
273129	Employee and Family Resources	Operating Purchased Services	10,064.00
273130	Harcros Chemical Inc.	Inventory	8,683.26
273131	HDR Engineering	Capital Contractors	87,134.29
273132	HSI Workplace Compliance Solutions	Operating Subscriptions	6,840.00
273133	I'll Do It	Operating Contractors	25,037.00
273134	Kemira Water Solutions Inc	Inventory	25,087.68
273135	Martin Marietta Aggregates	Inventory	39,558.79
273136	Mississippi Lime Company	Inventory	12,044.30
273137	Renewable Energy Group	Inventory	17,364.69
273138	Verizon Wireless Messaging Service	Operating Telephone Services	8,008.54
273139	The Pancake Man	Operating Food & Beverage	1,275.00
273140	Customer Refunds	Refund	84.32
273141	Customer Refunds	Refund	56.26

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273142	Customer Refunds	Refund	12.74
273143	Customer Refunds	Refund	34.15
273144	Customer Refunds	Refund	59.96
273145	Customer Refunds	Refund	54.87
273146	Customer Refunds	Refund	1,378.01
273147	Customer Refunds	Refund	25.58
273148	Customer Refunds	Refund	101.29
273149	Customer Refunds	Refund	1,354.67
273150	Customer Refunds	Refund	697.72
273151	Customer Refunds	Refund	172.86
273152	Customer Refunds	Refund	116.45
273153	Customer Refunds	Refund	106.83
273154	Customer Refunds	Refund	108.58
273155	Customer Refunds	Refund	121.46
273156	Customer Refunds	Refund	154.36
273157	Customer Refunds	Refund	4,195.22
273158	Customer Refunds	Refund	141.87
273159	Customer Refunds	Refund	33.06
273160	Acme Tools	Inventory	222.89
273161	Alex Veach	Safety Glasses	218.64
273162	Allender Butzke Engineers Inc.	Capital Contractors	3,932.76
273163	Armored Knights. Inc	Operating Purchased Services	532.40
273164	Auto Industrial Machine Service	Operating Contractors	735.00
273165	Bankers Trust Company	Corporate Credit Card	832.50
273166	Bearing Headquarters Company	Inventory	89.90
273167	Caitlin Caldwell	Capital Materials & Supplies	120.38
273168	Capital Sanitary Supply	Inventory	960.79
273169	Carter Printing Company Inc.	Inventory	3,331.56
273170	Central Iowa Floral Inc.	Operating Materials & Supplies	107.50
273171	Central Iowa Floral Inc.	Operating Materials & Supplies	184.50
273172	Central Pump and Motor	Inventory	2,270.58
273173	CenturyLink	Operating Telephone Services	62.33
273174	City of Des Moines	Operating Contractors	620.00
273175	City Supply Corporation	Operating Materials & Supplies	856.00
273176	Construction & Aggregate Products Inc.	Operating Materials & Supplies	43.00
273177	CTI Ready Mix	Operating Concrete	2,809.25
273178	David Vannoy	Safety Boots	176.53
273179	Des Moines Stamp	Operating Materials & Supplies	33.00
273180	Don Staley	Operating Licenses & Certifications	100.00
273181	Fire Hose Direct	Operating Materials & Supplies	1,571.80
273182	First Choice Coffee	Operating Food & Beverage	549.50
273183	Force Fitters	Operating Materials & Supplies	245.00
273184	Grainger Inc.	Inventory	1,131.09
273185	Graybar Electric Company	Inventory	357.85
273186	Great Lakes Lifting Solutions LLC	Operating Vehicle Maintenance Materials	2,834.89
273187	Hach Chemical Company	Inventory	2,483.70
273188	Hotsy Cleaning Systems	Operating Purchased Services	622.63

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273189	IDEXX Laboratories Inc.	Operating Materials & Supplies	2,635.81
273190	IMEG Corp	Capital Contractors	3,880.00
273191	Insight Public Sector Inc	Operating Materials & Supplies	178.47
273192	Iowa Public Radio	Operating Advertising	1,394.00
273193	Iowa Title Company	Operating Purchased Services	75.00
273194	Jared Aalbers	Safety Clothing	147.19
273195	Josh Russell	Safety Boots	153.65
273196	Kryger Glass	Operating Purchased Services	139.95
273197	Mars Company	Operating Materials & Supplies	1,935.40
273198	Matt Hoffman	Safety Glasses	100.00
273199	McMaster-Carr Supply Company	Inventory	3,260.63
273200	Mead O'Brien Inc.	Inventory	3,230.05
273201	Metro Waste Authority	Operating Purchased Services	700.41
273202	Midwest Automatic Sprinkler	Operating Purchased Services	403.00
273203	MSC Industrial Supply Company	Operating Vehicle Maintenance Materials	689.42
273204	Murphy Tractor & Equipment	Operating Vehicle Maintenance Materials	2,491.38
273205	Neptune Technology Group Inc	Operating Materials & Supplies	711.75
273206	Nite Owl Printing	Operating Materials & Supplies	2,632.32
273207	O'Halloran International	Operating Vehicle Maintenance Materials	723.17
273208	Ottsen Oil Company	Inventory	251.84
273209	Plumb Supply Company	Inventory	572.93
273210	Pollard Company	Inventory	327.25
273211	Power Seal	Inventory	3,079.83
273212	Power Specialties	Inventory	757.15
273213	Premier Safety	Inventory	2,279.94
273214	Quest Engineering Inc	Inventory	3,100.66
273215	Radwell International	Inventory	3,532.88
273216	Ramco Innovations	Inventory	337.57
273217	Regal Plastic Supply	Operating Materials & Supplies	320.00
273218	Reppert Rigging & Hauling Co.	Capital Contractors	400.00
273219	SEI Security Equipment Inc	Operating Purchased Services	1,000.75
273220	Shad Haidsiak	Capital Mileage	32.10
273221	Shane Scott	Safety Boots & Glasses, and Licenses & Certifications	633.68
273222	Shawn M Hodges	Safety Boots	194.78
273223	Star Equipment Ltd.	Operating Vehicle Maintenance Materials	355.80
273224	Storey-Kenworthy Company	Inventory	2,217.23
273225	Strauss Security Solutions	Operating Purchased Services	184.00
273226	Terry Monk	Operating Licenses & Certifications	83.54
273227	The Rotary Club of Des Moines	Operating Dues and Memberships	25.00
273228	The Walling Company	Inventory	278.00
273229	Torgerson Excavating	Operating Plumbing	2,020.00
273230	Total Tool	Operating Tools	1,850.65
273231	Truck Equipment Inc.	Operating Vehicle Maintenance Materials	412.75
273232	True North Controls	Inventory	614.00
273233	U.S. Autoforce	Operating Vehicle Maintenance Materials	725.96
273234	ULINE	Inventory	425.65
273235	UPHDM Occupational Medicine	Operating Purchased Services	850.00

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273236	USA Bluebook	Operating Materials & Supplies	1,063.78
273237	USA Safety Supply Corp	Inventory	376.36
273238	Valley Plumbing Company Inc.	Operating Plumbing	1,141.70
273239	Vessco	Inventory	4,391.00
273240	VWR International LLC	Inventory	938.00
273241	White Cap, L.P.	Inventory	1,832.72
273242	Woodland Lake Estate Association	Woodland Lakes Estates Payable	4,097.00
273243	Agilent Technologies Inc.	Operating Maintenance Contracts	13,120.00
273244	Amazon Capital Services Inc	Operating Materials & Supplies	5,434.36
273245	AssuredPartners Great Plains LLC	Group Insurance Premiums	102,985.00
273246	Aureon Communications	Operating Internet/Data	7,407.24
273247	Bonnie's Barricades	Operating Contractors	15,580.35
273248	Boomi LP	Capital Consultants	28,850.00
273249	Calgon Carbon Kuraray	Inventory	59,808.00
273250	CDM Smith Inc.	Capital Contractors	26,325.06
273251	City of Alleman	Alleman Payable	9,375.80
273252	City of Cumming	Cumming Payable	7,060.42
273253	City of Pleasant Hill	Billing Service Revenue	299,744.52
273254	City of Runnells	Billing Service Revenue	6,203.39
273255	City of Windsor Heights	Billing Service Revenue	52,412.20
273256	Consolidated Water Solutions	Inventory	7,769.00
273257	Core and Main	Inventory	11,357.68
273258	Corrpro Companies Inc.	Capital Contractors	5,000.00
273259	Des Moines Asphalt & Paving Co. Inc.	Capital Contractors	96,624.72
273260	Dixie Petro-Chem Inc.	Inventory	9,458.29
273261	DuBois Chemicals INC	Inventory	25,566.08
273262	DXP	Inventory	8,038.67
273263	Edge Commercial	Capital Contractors	280,447.03
273264	Electrical Engineering & Equipment Co.	Capital Contractors	25,788.45
273265	Greenfield Plaza Sanitary Sewer	Billing Service Revenue	22,322.58
273266	HNTB Corporation	Capital Consultants	27,672.88
273267	HomeServe USA	Billing Service Revenue	207,114.56
273268	Iowa Contracting Inc	Operating Asphalt	5,712.00
273269	Iowa Department of Natural Resources	Operating Licenses & Certifications	5,300.00
273270	Iowa Department of Natural Resources	Operating Purchased Services	147,666.67
273271	Iowa One Call	Operating Purchased Services	5,157.70
273272	JMT Trucking	Operating Purchased Services	29,834.14
273273	Kemira Water Solutions Inc	Inventory	50,510.16
273274	KFI Engineers	Capital Contractors	23,908.50
273275	Layne Christensen Company	Capital Contractors	209,344.85
273276	Mail Services LLC	Operating Postage	9,851.75
273277	Martin Marietta Aggregates	Inventory	34,062.80
273278	McClure Engineering Company	Capital Consultants	55,854.00
273279	Mississippi Lime Company	Inventory	143,388.38
273280	Municipal Supply Inc.	Inventory	16,738.46
273281	Nate Todd Construction	Capital Contractors	24,937.50
273282	Pete Lien & Sons Inc	Inventory	17,958.03

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273283	Phoenix Security Contractors LLC	Operating Purchased Services	46,170.48
273284	Polk County	Billing Service Revenue	68,014.54
273285	Polk County Treasurer	Billing Service Revenue	28,438.57
273286	Strand Associates	Capital Contractors	24,850.61
273287	Synagro Central LLC	Operating Contractors	134,651.97
273288	The Hydaker-Wheatlake Co	Operating Contractors	78,788.00
273289	Univar	Inventory	8,943.16
273290	Urbandale/Windsor Heights Sanitary Dist	Billing Service Revenue	35,301.46
273291	Van Meter Industrial Inc.	Capital Materials & Supplies	29,337.13
273292	Waldinger Corporation	Capital Contractors	36,958.52
273293	Woodberry Associates LLC	Operating Consultants	8,000.00
273294	Customer Refunds	Refund	58.72
273295	Customer Refunds	Refund	116.45
273296	Customer Refunds	Refund	100.00
273297	Customer Refunds	Refund	33.95
273298	Customer Refunds	Refund	729.00
273299	Customer Refunds	Refund	22.92
273300	Customer Refunds	Refund	144.98
273301	Customer Refunds	Refund	26.03
273302	Customer Refunds	Refund	170.99
273303	Customer Refunds	Refund	30.88
273304	Customer Refunds	Refund	565.75
273305	Customer Refunds	Refund	18.45
273306	Customer Refunds	Refund	1,724.72
273307	Customer Refunds	Refund	109.18
273308	Customer Refunds	Refund	375.27
273309	Customer Refunds	Refund	50.50
273310	Customer Refunds	Refund	211.38
273311	Customer Refunds	Refund	102.69
273312	Customer Refunds	Refund	32.22
273313	Customer Refunds	Refund	117.69
273314	Customer Refunds	Refund	143.58
273315	Customer Refunds	Refund	709.84
273316	Customer Refunds	Refund	30.06
273317	Customer Refunds	Refund	67.96
273318	Customer Refunds	Refund	115.19
273319	Customer Refunds	Refund	134.83
273320	Customer Refunds	Refund	2,051.25
273321	Customer Refunds	Refund	93.36
273322	Customer Refunds	Refund	50.66
273323	Customer Refunds	Refund	1,040.00
273324	Customer Refunds	Refund	57.26
273325	Customer Refunds	Refund	108.66
273326	Customer Refunds	Refund	128.59
273327	Customer Refunds	Refund	1,000.00
273328	Customer Refunds	Refund	97.32
273329	Customer Refunds	Refund	141.40

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273330	Customer Refunds	Refund	34.79
273331	Customer Refunds	Refund	192.94
273332	Acme Tools	Operating Materials & Supplies	998.53
273333	Ahlers Cooney PC	Operating Legal Fees	1,396.50
273334	Air-Mach Air Compressor & Machine Co	Inventory	301.00
273335	Airgas North Central	Operating Tools	784.60
273336	Allender Butzke Engineers Inc.	Capital Contractors	3,806.18
273337	Amazon Capital Services Inc	Operating Materials & Supplies	1,112.29
273338	Bearing Headquarters Company	Inventory	50.78
273339	Blackburn Manufacturing Company	Inventory	197.02
273340	Bob Brown Chevrolet Inc.	Operating Vehicle Maintenance Materials	275.83
273341	Bonnie's Barricades	Capital Contractors	184.60
273342	Capital Sanitary Supply	Inventory	1,467.07
273343	CenturyLink	Operating Telephone Services	256.84
273344	Cintas	Operating Purchased Services	4,718.40
273345	City Supply Corporation	Inventory	68.07
273346	Cross Technologies, Inc	Operating Contractors	308.01
273347	CTI Ready Mix	Operating Concrete	4,024.50
273348	Dentons Davis Brown PC	Operating Legal Fees	1,071.50
273349	Des Moines Stamp	Operating Office Supplies	29.50
273350	Douglas K. Oscarson	Operating Consultants	3,241.20
273351	Electrical Engineering & Equipment Co.	Capital Materials & Supplies	471.27
273352	Electronic Engineering Company	Operating Purchased Services	1,360.00
273353	Fisher Scientific	Operating Materials & Supplies	939.90
273354	Force Fitters	Operating Materials & Supplies	1,221.00
273355	Force Fitters	Operating Materials & Supplies	593.75
273356	Garratt-Callahan Company	Operating Contractors	558.33
273357	Grainger Inc.	Inventory	1,110.26
273358	Graybar Electric Company	Inventory	165.71
273359	HR Green	Capital Contractors	436.25
273360	Hutcheson Engineering Products Inc.	Operating Materials & Supplies	1,016.92
273361	Iowa Prison Industries	Operating Materials & Supplies	4,517.40
273362	Josh Greufe	Operating Licenses & Certifications	115.83
273363	Kinzler Construction Services	Operating Purchased Services	744.50
273364	Lawson Products Inc.	Inventory	126.97
273365	Louie's Floor Covering Inc.	Operating Contractors	3,180.75
273366	McMaster-Carr Supply Company	Inventory	144.29
273367	Mediacom Business	Operating Purchased Services	454.90
273368	Menard's	Operating Vehicle Maintenance Materials	238.98
273369	Mid American Energy	Utilities - Electric & Natural Gas	617.86
273370	Midwest Office Technology Inc.	Operating Printing & Copies	2,626.62
273371	Midwest Wheel Companies	Operating Materials & Supplies	317.21
273372	Mike Woods	Operating Mileage	62.88
273373	Miller The Killer	Operating Purchased Services	716.00
273374	MSC Industrial Supply Company	Inventory	413.25
273375	Plumb Supply Company	Inventory	78.16
273376	Pollard Company	Inventory	181.04

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273377	Power Seal	Inventory	876.29
273378	Premier Safety	Inventory	930.22
273379	Protex Central Inc.	Operating Contractors	483.00
273380	Radwell International	Operating Materials & Supplies	231.88
273381	Raftelis	Operating Consultants	2,870.00
273382	Ramco Innovations	Capital Materials & Supplies	2,312.00
273383	Servicemaster Commercial Carpet Inc.	Operating Purchased Services	989.00
273384	Seton Identification Products	Inventory	340.63
273385	State Steel	Capital Vehicle Maintenance Materials	2,068.80
273386	Superior Industrial Equipment	Inventory	967.19
273387	Tompkins Industries Inc.	Operating Vehicle Maintenance Materials	5.38
273388	Total Tool	Inventory	53.88
273389	TPx Communications	Operating Internet/Data	1,889.73
273390	Truck Equipment Inc.	Operating Vehicle Maintenance Materials	1,787.41
273391	True North Controls	Capital Materials & Supplies	3,256.00
273392	U.S. Autoforce	Operating Vehicle Maintenance Materials	579.96
273393	ULINE	Inventory	94.15
273394	UPS	Capital Freight	76.26
273395	USA Bluebook	Inventory	350.21
273396	USA Safety Supply Corp	Inventory	171.74
273397	Verizon ConnectTelo Inc.	Operating Vehicle Maintenance Materials	1,930.34
273398	Verizon Wireless Messaging Service	Operating Telephone Services	4,920.21
273399	Vessco	Inventory	816.49
273400	VWR International LLC	Inventory	126.46
273401	Waldinger Corporation	Operating Purchased Services	1,422.00
273402	Warren Water District	Operating Purchased Services	2,399.25
273403	White Cap, L.P.	Inventory	458.70
273404	Advanced Utility Systems Div N. Harris C	Maintenance Contracts	142,724.78
273405	Air Products	Inventory	9,630.90
273406	Association of Metro Water Agencies	Prepaid Expense	12,700.00
273407	Baker Electric Inc.	Operating Contractors	37,965.31
273408	Baker Group	Capital Contractors	49,075.00
273409	Combined Systems Technology Inc.	Capital Materials & Supplies	6,470.52
273410	Customer Refunds	Refund	113,761.06
273411	Dickinson Mackaman Tyler & Hagen PC	Operating Legal Fees	14,163.50
273412	Dixie Petro-Chem Inc.	Inventory	18,481.64
273413	FBG Services	Operating Purchased Services	11,688.00
273414	Hach Chemical Company	Operating Contractors	7,466.05
273415	Iowa Contracting Inc	Operating Asphalt	5,040.00
273416	Mail Services LLC	Operating Postage	27,163.16
273417	Mississippi Lime Company	Inventory	50,854.78
273418	Municipal Supply Inc.	Inventory	17,457.66
273419	New Horizons Computer Learning Center	Prepaid Expense	8,750.00
273420	On Track Construction LLC	Capital Contractors	13,470.27
273421	Phoenix Security Contractors LLC	Operating Purchased Services	22,568.61
273422	Principal Life Insurance	Pension Plan Contribution	244,908.00
273423	Snyder & Associates Inc.	Capital Consultants	37,429.51

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273424	Stivers	Capital Vehicle Maintenance Materials	79,941.53
273425	SVPA Architects Inc	Capital Consultants	5,929.72
273426	Torgerson Excavating	Operating Plumbing	82,640.00
273427	Van Meter Industrial Inc.	Capital Contractors	51,981.30
273428	Wiss Janney Elstner Associates Inc.	Capital Consultants	11,500.00
273429	Woodberry Associates LLC	Operating Consultants	8,000.00
273430	Customer Refunds	Refund	43.93
273431	Customer Refunds	Refund	1,904.75
273432	Customer Refunds	Refund	13.97
273433	Customer Refunds	Refund	111.83
273434	Customer Refunds	Refund	84.55
273435	Customer Refunds	Refund	62.14
273436	Customer Refunds	Refund	1,908.15
273437	Customer Refunds	Refund	1,839.72
273438	Customer Refunds	Refund	1,253.65
273439	Customer Refunds	Refund	103.42
273440	Customer Refunds	Refund	6.10
273441	Customer Refunds	Refund	118.76
273442	Customer Refunds	Refund	246.18
273443	Customer Refunds	Refund	78.04
273444	Customer Refunds	Refund	67.45
273445	Customer Refunds	Refund	71.93
273446	Customer Refunds	Refund	43.23
273447	Customer Refunds	Refund	184.37
273448	Customer Refunds	Refund	113.33
273449	Customer Refunds	Refund	162.03
273450	Customer Refunds	Refund	691.99
273451	Customer Refunds	Refund	26.28
273452	Customer Refunds	Refund	238.50
273453	Customer Refunds	Refund	432.15
273454	Customer Refunds	Refund	98.34
273455	Customer Refunds	Refund	78.35
273456	Acme Tools	Inventory	761.16
273457	Air Products	Inventory	2,359.44
273458	All Makes Office Equip	Operating Materials & Supplies	1,164.07
273459	Allied Wire and Cable	Inventory	368.12
273460	Amazon Capital Services Inc	Operating Materials & Supplies	4,842.91
273461	American Marking Inc.	Operating Materials & Supplies	45.90
273462	American Water Works Association	Operating Dues and Memberships	275.00
273463	Arnold Motor Supply	Operating Vehicle Maintenance Materials	40.95
273464	Badger Daylighting	Operating Purchased Services	2,025.61
273465	Baratta's	Operating Food & Beverage	813.95
273466	Betty Neuman & McMahon PLC	Operating Legal Fees	34.00
273467	Blackburn Manufacturing Company	Inventory	485.80
273468	Bob Brown Chevrolet Inc.	Operating Vehicle Maintenance Materials	227.00
273469	Bonnie's Barricades	Operating Contractors	1,446.30
273470	Brady Truck & Equipment	Operating Vehicle Maintenance Materials	716.00

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273471	Brockway Mechanical & Roofing Co Inc.	Operating Contractors	967.00
273472	C. H. McGuiness Company Inc.	Operating Materials & Supplies	444.86
273473	Canon Financial Services Inc	Operating Printing & Copies	1,570.31
273474	Capital Sanitary Supply	Inventory	21.60
273475	Carquest	Operating Vehicle Maintenance Materials	2,086.17
273476	CenturyLink	Operating Telephone Services	102.72
273477	City of Des Moines	Operating Contractors	940.00
273478	City Supply Corporation	Inventory	382.99
273479	Commercial Supply Co	Inventory	310.00
273480	Construction & Aggregate Products Inc.	Inventory	277.00
273481	Consumer Energy	Operating Electrical Power	65.92
273482	Core and Main	Inventory	124.07
273483	Delta Dental of Iowa	Vision Withholding	1,223.36
273484	Des Moines Iron Company	Operating Vehicle Maintenance Materials	1,033.78
273485	Des Moines Register	Operating Advertising	1,747.26
273486	Douglas K. Oscarson	Operating Consultants	4,462.20
273487	DXP	Inventory	4,660.79
273488	Electrical Engineering & Equipment Co.	Capital Materials & Supplies	785.81
273489	Fastenal Company	Operating Materials & Supplies	84.16
273490	First Choice Coffee	Operating Food & Beverage	609.99
273491	Force Fitters	Operating Employee Job Costs - Misc	1,358.25
273492	Force Fitters	Operating Employee Job Costs - Misc	1,863.00
273493	Gilcrest Jewett Lumber Company	Inventory	134.64
273494	Grainger Inc.	Inventory	1,172.18
273495	Graybar Electric Company	Inventory	492.16
273496	Hach Chemical Company	Inventory	3,275.45
273497	Hilltop Tire Services	Operating Vehicle Maintenance Materials	299.98
273498	Hotsy Cleaning Systems	Operating Purchased Services	1,834.02
273499	HR Green	Capital Consultants	2,368.75
273500	Hutcheson Engineering Products Inc.	Capital Materials & Supplies	4,555.00
273501	Image Solutions	Operating Tools	144.00
273502	In The Bag	Operating Food & Beverage	170.50
273503	Ingersoll Rand	Inventory	610.11
273504	Iowa Department of Natural Resources	Capital Land and Right of Way	100.00
273505	Iowa Environmental Council	Operating Dues and Memberships	100.00
273506	Iowa Mediation Service	Operating Purchased Services	300.00
273507	Iowa Prison Industries	Operating Vehicle Maintenance Materials	8.60
273508	IP Pathways LLC	Operating Materials & Supplies	4,599.46
273509	Jethro's Southside	Operating Food & Beverage	1,182.80
273510	Josh Greufe	Safety Boots	117.65
273511	Kryger Glass	Operating Purchased Services	79.95
273512	McClure Engineering Company	Capital Consultants	1,196.25
273513	McMaster-Carr Supply Company	Inventory	1,491.66
273514	Menard's	Operating Materials & Supplies	189.43
273515	Metro Waste Authority	Operating Materials & Supplies	112.16
273516	Midwest Wheel Companies	Operating Vehicle Maintenance Materials	305.33
273517	Miller The Killer	Operating Purchased Services	358.00

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273518	MSC Industrial Supply Company	Inventory	131.76
273519	Napa Auto Parts	Operating Vehicle Maintenance Materials	4,114.57
273520	Novaspect	Inventory	3,105.08
273521	One Source	Operating Purchased Services	120.00
273522	Oracle America Inc	Capital Travel	1,261.46
273523	Paul Rusch	Operating Training, Conference	1,109.71
273524	Plumb Supply Company	Inventory	191.72
273525	Power Seal	Inventory	1,894.28
273526	Premier Safety	Inventory	337.19
273527	Propio Language Services	Operating Purchased Services	772.50
273528	Radwell International	Inventory	1,774.88
273529	Ramco Innovations	Operating Materials & Supplies	16.33
273530	RevSpring, Inc.	Operating Purchased Services	950.00
273531	Rick Baldon	Operating Training	150.00
273532	Seiler Instrument Geospatial	Operating Office Supplies	468.00
273533	Star Equipment Ltd.	Operating Materials & Supplies	201.11
273534	Steven Aikin	Operating Training, Conference	571.51
273535	Stivers	Operating Purchased Services	1,161.59
273536	Sullivan Training & Consulting LLC	Operating Contractors	2,600.00
273537	Superior Industrial Equipment	Inventory	510.61
273538	Swan Analytical Instruments	Inventory	301.55
273539	Team Services Inc.	Capital Contractors	512.92
273540	The Shredder	Operating Purchased Services	87.00
273541	The Walling Company	Inventory	278.00
273542	Tompkins Industries Inc.	Inventory	626.26
273543	Total Filtration Services Inc	Operating Materials & Supplies	1,517.96
273544	Total Tool	Inventory	381.13
273545	U.S. Autoforce	Operating Vehicle Maintenance Materials	676.08
273546	UPS	Operating Courier/Shipping	116.63
273547	USA Bluebook	Inventory	1,449.14
273548	USA Safety Supply Corp	Inventory	33.68
273549	Valley Plumbing Company Inc.	Operating Plumbing	1,267.35
273550	Washer Systems of Iowa	Operating Materials & Supplies	78.25
273551	Waste Management of Iowa Inc.	Operating Purchased Services	2,338.89
273552	West Des Moines Water Works	Operating Stormwater	110.03
273553	White Cap, L.P.	Inventory	104.76
273554	Ziegler Inc.	Operating Vehicle Maintenance Materials	2,594.52
273555	Des Moines Asphalt & Paving Co. Inc.	Capital Contractors	16,293.52
273556	Baker Group	Operating Contractors	11,827.50
273557	Boomi LP	Capital Consultants	12,580.00
273558	Calgon Carbon Kuraray	Inventory	63,808.00
273559	Carus Chemical	Inventory	58,188.00
273560	Consolidated Water Solutions	Inventory	8,487.20
273561	Corell Contractors	Capital Contractors	78,037.32
273562	CTI Ready Mix	Operating Concrete	9,810.25
273563	Dixie Petro-Chem Inc.	Inventory	28,031.77
273564	Dixon Engineering Inc	Capital Consultants	8,500.00

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273565	Doors Inc.	Operating Materials & Supplies	8,973.00
273566	H2OMeyer Consulting Services	Capital Consultants	6,255.00
273567	Harn R/O Systems Inc.	Capital Contractors	6,000.00
273568	Henkel Construction Company	Capital Contractors	259,789.52
273569	Iowa Contracting Inc	Operating Asphalt	7,680.00
273570	Kemira Water Solutions Inc	Inventory	25,132.32
273571	Kinzler Construction Services	Operating Purchased Services	10,268.50
273572	Majestic Truck	Capital Purchased Services	9,946.28
273573	Martin Marietta Aggregates	Inventory	32,587.72
273574	Mid American Energy	Utilities - Electric & Natural Gas	220,632.02
273575	Mississippi Lime Company	Inventory	58,523.38
273576	Municipal Supply Inc.	Inventory	21,053.30
273577	Neptune Technology Group Inc	Capital Materials & Supplies	52,146.50
273578	Protectoplas Company	Capital Materials & Supplies	13,742.22
273579	State Hygienic Laboratory	Operating Purchased Services	5,199.00
273580	Strand Associates	Capital Consultants	8,328.49
273581	Synagro Central LLC	Operating Contractors	230,735.30
273582	Univar	Inventory	8,930.96
273583	Van Meter Industrial Inc.	Inventory	5,845.29
273584	Voya Financial	Insurance Withholding	9,164.67
273585	Waldinger Corporation	Capital Contractors	6,690.85
273586	Woodberry Associates LLC	Operating Consultants	8,000.00
273587	WRH Inc.	Capital Contractors	62,035.00
273588	Capital Sanitary Supply	Inventory	439.58
273589	Grainger Inc.	Capital Materials & Supplies	3,056.61
273590	Graybar Electric Company	Inventory	3,125.40
273591	Jonathan Mouw	Mileage	1,025.77
273592	McMaster-Carr Supply Company	Inventory	682.00
273593	Midwest Office Technology Inc.	Operating Printing & Copies	695.12
273594	MSC Industrial Supply Company	Operating Vehicle Maintenance Materials	82.72
273595	Peterbilt of Des Moines	Operating Vehicle Maintenance Materials	1,234.23
273596	Plumb Supply Company	Inventory	2.56
273597	Premier Safety	Inventory	326.86
273598	Ramco Innovations	Capital Materials & Supplies	668.11
273599	Scott Manning	Safety Glasses	63.59
273600	Sherwin Williams	Operating Vehicle Maintenance Materials	73.45
273601	Star Equipment Ltd.	Operating Vehicle Maintenance Materials	239.98
273602	Stivers	Operating Vehicle Maintenance Materials	257.83
273603	Superior Industrial Equipment	Inventory	784.85
273604	Sweco/Pearson Arnold	Inventory	834.28
273605	Total Tool	Inventory	85.40
273606	True North Controls	Inventory	58.00
273607	ULINE	Inventory	179.75
273608	United States Plastic Corporation	Inventory	116.61
273609	USA Bluebook	Inventory	2,069.48
273610	Van Meter Industrial Inc.	Capital Materials & Supplies	98.14
273611	Acme Tools	Inventory	9.15

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273612	Air Products	Inventory	4,756.58
273613	AT&T Mobility	Operating Telephone Services	113.34
273614	Bearing Headquarters Company	Operating Vehicle Maintenance Materials	3,148.42
273615	Breanna Barber	Operating Materials & Supplies	66.39
273616	CenturyLink	Operating Telephone Services	62.33
273617	Cintas	Operating Purchased Services	2,296.10
273618	City Supply Corporation	Inventory	60.46
273619	Corrpro Companies Inc.	Capital Materials & Supplies	755.79
273620	CPI International	Inventory	596.85
273621	CTI Ready Mix	Operating Concrete	3,529.00
273622	Douglas K. Oscarson	Operating Consultants	2,686.20
273623	DXP	Inventory	283.23
273624	Environmental Express	Inventory	464.38
273625	Eurofins Abraxis Inc	Inventory	1,268.84
273626	Evan Kerr	Safety Boots	138.05
273627	Fastenal Company	Inventory	421.61
273628	Force Fitters	Operating Employee Job Costs - Misc	115.25
273629	Golden Valley Supply Company	Operating Materials & Supplies	169.15
273630	Graybar Electric Company	Inventory	34.13
273631	HDR Engineering	Operating Contractors	999.23
273632	Image Solutions	Operating Materials & Supplies	965.00
273633	Indelco Plastics	Inventory	485.62
273634	Iowa Prison Industries	Operating Materials & Supplies	1,300.00
273635	Jesse Fuller	Safety Boots	199.74
273636	Jon DeJoode	Safety Clothes	198.20
273637	Keystone Laboratories	Operating Purchased Services	102.50
273638	Lawson Products Inc.	Inventory	66.75
273639	Mail Services LLC	Operating Courier/Shipping	45.84
273640	Mediacom Business	Operating Purchased Services	464.90
273641	Menard's	Operating Materials & Supplies	209.84
273642	Midland Plastics	Inventory	648.73
273643	Pollard Company	Inventory	87.95
273644	Ramco Innovations	Capital Courier/Shipping	74.25
273645	UPS	Operating Courier/Shipping	179.73
273646	Waste Solutions of Iowa	Operating Purchased Services	1,125.00
273647	Andy Beals	Operating Travel	722.80
273648	Dylan White	Operating Training	4,284.00
273649	Kars Inc.	Casualty Losses	97,985.01
273650	Kemira Water Solutions Inc	Inventory	25,115.58
273651	Mail Services LLC	Operating Courier/Shipping	21,264.02
273652	Mississippi Lime Company	Inventory	15,921.15
273653	Municipal Supply Inc.	Capital Materials & Supplies	27,287.25
273654	Neptune Technology Group Inc	Inventory	18,840.72
273655	Pitney Bowes Inc.	Operating Purchased Services	8,819.31
273656	Verizon Wireless Messaging Service	Operating Purchased Services	5,596.91
273657	Bonnie's Barricades	Capital Contractors	11,483.80
273658	Mississippi Lime Company	Inventory	27,286.63

PAYMENTS FOR DECEMBER, 2023

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
273659	Renewable Energy Group	Inventory	16,776.92
273660	Truck Equipment Inc.	Capital Vehicle Maintenance Materials	9,035.00
273661	Unplugged Wireless Communications	Operating Consultants	5,502.00
273662	IFS Candad Inc	Operating Consultants	67,293.00
WC120123WC	EMC Risk Services Inc	Workers Comp	6,145.74
WC120823CU	Des Moines Metro Credit Union	Credit Union Payable	21,910.00
WC120823DC	Principal Life Insurance	Deferred Compensation Payable	61,414.81
WC121123WC	EMC Risk Services Inc	Workers Comp	46,953.94
WC121223IPERS	IPERS Collections	Pension Plan Contribution	237,182.46
WC121523ADP	ADP LLC	Purchased Services	8,502.70
WC122023WC	EMC Risk Services Inc	Workers Comp	52,166.82
WC122223CU	Des Moines Metro Credit Union	Credit Union Payable	21,910.00
WC122223DC	Principal Life Insurance	Deferred Compensation Payable	61,920.13
WC122223ST	Treasurer State of Iowa - Sales/Use	Iowa State Sales Tax Payable	150,862.92
WC122223WE	Treasurer State of Iowa - Sales/Use	Iowa Water Excise Tax Payable	219,791.50
WC123123FSA	Discovery Benefits	Flex Spending - Reimbursements	1,227.47
120123	EBS	Employee Health Premiums	317,350.65
120823	Collection Services Center	Garnishment of Wages	2,175.60
120823	Treasurer State of Iowa	State Withholding Taxes Payable	28,002.42
120823	Internal Revenue Service	Withholding Taxes Payable	182,034.70
122223	Collection Services Center	Garnishment of Wages	2,175.60
122223	Treasurer State of Iowa	State Withholding Taxes Payable	27,756.62
122223	Internal Revenue Service	Withholding Taxes Payable	180,837.45
123123	EBS	Employee Health Premiums	9,248.89
TOTAL			<u>\$7,854,922.20</u>

CEO APPROVED EXPENDITURES GREATER THAN \$40,000
MONTHLY SCHEDULE FOR THE MONTH OF DEC 2023

Check #	Vendor	Description	Amount	Details
273649	Kars Inc.	Casualty Losses	97,985.01	Liability Claim - East Euclid water main break
273426	Torgerson Excavating	Operating Plumbing	82,640.00	\$77,090 - Lead Service Line Replacement

MEMORANDUM

DATE: January 17, 2024

TO: Ted Corrigan, CEO and General Manager

FROM: Amy Kahler, Chief Financial Officer

SUBJECT: Reserve Funds Investment Policy

The Investment Policy contained in Section 608 of the Board Policy Manual requires that the Board review the investment policy annually at the time of approving the depositories each year. The following is a brief summary of the policy attached:

- The Investment Policy will comply with Chapter 12B of the Code of Iowa.
- The primary objectives of the policy, in order of importance, are safety, liquidity, and return.
- Eligible investment instruments are:
 1. Interest-bearing accounts with banks in the State of Iowa
 2. Obligations of the U.S. government
 3. Certificates of Deposit at banks in the State of Iowa
 4. Repurchase agreements
- Operating fund investments must mature in no more than 397 days.
- Non-operating fund investments must mature in no more than 1,726 days.
- Board authorizes the staff to use its best judgment in the selection of securities within these guidelines.
- Staff will report monthly to the Board on the status of all reserve funds.

BTC Capital Management, affiliated with Bankers Trust, provides investment and advisory services to DMWW.

Attachment: Des Moines Water Works Investment Policy

608 Investment Policy.

608.1 Scope of Investment Policy.

- 608.1.1 The Investment Policy of the Board of Trustees of the City of Des Moines, Iowa ("Board") shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of Board of Trustees. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.
- 608.1.2 The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.
- 608.1.3 This Investment Policy is intended to comply with Code of Iowa, Chapter 12B.
- 608.1.4 Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:
 - 608.1.4.1 Board of Trustees.
 - 608.1.4.2 All depository institutions or fiduciaries for public funds of Board of Trustees.
 - 608.1.4.3 The auditor engaged to audit any fund of Board of Trustees.
- 608.1.5 In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of Board of Trustees.

608.2 Delegation of Authority.

- 608.2.1 In accordance with Code of Iowa, Section 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy. All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for Board of Trustees shall require the outside person to notify in writing Board of Trustees within thirty (30) days of receipt of all communication from the Auditor of the outside person or any

regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to Board of Trustees by the outside person.

608.2.2 The records of investment transactions made by or on behalf of Board of Trustees are public records and are the property of Board of Trustees whether in the custody of Board of Trustees or in the custody of a fiduciary or other third party.

608.2.3 The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of Board of Trustees responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

608.2.3.1 Investing public funds.

608.2.3.2 Advising on the investment of public funds.

608.2.3.3 Directing the deposit or investment of public funds.

608.2.3.4 Acting in a fiduciary capacity for this public body.

608.2.4 A bank, savings and loan association or credit union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

608.3 Objectives of Investment Policy. The primary objectives, in order of priority, of all investment activities involving the financial assets of Board of Trustees, shall be the following:

608.3.1 Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.

608.3.2 Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.

608.3.3 Return: Obtaining a reasonable return is the third investment objective.

608.4 Prudence. The Treasurer, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the 608.3 investment objectives. This standard requires that when making investment decisions, the Director of Finance/Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of Board of Trustees and the investment objectives stated in 608.3.

608.5 Instruments Eligible for Investment. Funds of Board of Trustees may be invested in the following:

608.5.1 Interest-bearing savings accounts, interest-bearing money market accounts, and interest-bearing checking accounts at any bank in the State of Iowa. Each bank must collateralize public funds in excess of the amount federally insured in accordance with Code of Iowa, Chapter 12C. Each financial institution shall be properly declared as a depository by the Board of Trustees. Deposits in any financial institution shall not exceed the amount approved by the Board of Trustees.

608.5.2 Obligations of the United States government, its agencies and instrumentalities.

608.5.3 Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Code of Iowa, Chapter 12C.

608.5.4 Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and Board of Trustees takes delivery of collateral either directly or through an authorized custodian.

608.5.5 All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including 608.7 Investment Maturity Limitations and 608.8 Diversification Requirements.

608.6 Prohibited Investments and Investment Practices.

608.6.1 Funds of Board of Trustees shall not be invested in the following:

608.6.1.1 Reverse repurchase agreements.

608.6.1.2 Futures and options contracts.

- 608.6.2 Funds of Board of Trustees shall not be invested pursuant to the following investment practices:
- 608.6.2.1 Trading of securities for speculation of the realization of short-term trading gains.
 - 608.6.2.2 Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
 - 608.6.2.3 If a fiduciary or other third party with custody of public investment transaction records of Board of Trustees fails to produce requested records when requested by this public body within a reasonable time, Board of Trustees shall make no new investments with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

608.7 Investment Maturity Limitations.

- 608.7.1 Operating funds must be identified and distinguished from all other funds available for investment. Operating funds are defined as those funds, which are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.
- 608.7.2 All investments authorized in 608.5 are further subject to the following investment maturity limitations:
- 608.7.2.1 Operating funds may only be invested in instruments authorized in 608.5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
 - 608.7.2.2 The Director of Finance/Treasurer may invest funds of Board of Trustees that are not identified as operating funds in investments with maturities longer than three hundred ninety-seven (397) days, but less than one thousand seven hundred twenty-six (1,726) days. However, all investments of Board of Trustees shall have maturities that are consistent with the needs and use of Board of Trustees.

608.8 Diversification. Investments of Board of Trustees are subject to the following diversification requirements should Board of Trustees hereafter determine to invest in them:

608.8.1 Where possible, it is the policy of Board of Trustees to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

608.8.1.1 Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.

608.8.1.2 Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturity investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.

608.8.1.3 Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

608.9 Safekeeping and Custody.

608.9.1 All invested assets of Board of Trustees involving the use of a public funds custodial agreement, as defined in Code of Iowa, Section 12B.10, shall comply with all rules adopted pursuant to Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

608.9.2 All invested assets of Board of Trustees eligible for physical delivery shall be secured by having them held at a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment and compliance with all rules set out elsewhere in 608.9 of this Investment Policy.

608.10 Ethics and Conflict of Interest. The Director of Finance/Treasurer and all officers and employees of Board of Trustees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

608.11 Reporting. The Director of Finance/Treasurer shall submit monthly an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

608.12 Investment Policy Evaluation.

608.12.1 At the regular January Board meeting, the Board of Trustees shall evaluate existing guidelines for the investment of funds. The Board of Trustees shall determine the types of securities to be invested in, and the maturities expected. Any changes to the fund investment guidelines shall be made by Resolution, which shall be entered in the official minutes of the Board.

608.13 Glossary of Terms.

- 608.13.1 Agency: securities issued by government-sponsored corporations such as Federal Home Loan Banks or Federal Land Banks. Agency securities are exempt from Securities and Exchange Commission (SEC) registration requirements.
- 608.13.2 Agent: individual authorized by another person, called the principal, to act in the latter's behalf in transactions involving a third party.
- 608.13.3 Banker's Acceptance: time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions and a source of financing used extensively in international trade.
- 608.13.4 Commercial Paper: short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing.
- 608.13.5 Delivery Versus Payment (DVP): securities industry procedure, common with institutional accounts, whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually in the form of cash.
- 608.13.6 Fiduciary: person, company or association holding assets in trust of a beneficiary.

- 608.13.7 Futures Contract: agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.
- 608.13.8 Open-End Management Company: investment company that sells mutual funds to the public. The term arises from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy the shares at net asset value and can redeem them at any time at the prevailing market price, which may be higher or lower than the price at which the investor bought.
- 608.13.9 Option: right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specific period, the option expires and the option buyer forfeits the money.
- 608.13.10 Portfolio: combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset by an individual or institutional investor.
- 608.13.11 Repurchase Agreement: agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed-upon price, and, usually, at a stated time.
- 608.13.12 Safekeeping: storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as agent and, where control is delegated by the customer, also as custodian.
- 608.13.13 Speculation: assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.

DES MOINES WATER WORKS
Board of Water Works Trustees



2201 George Flagg Parkway | Des Moines, Iowa 50321-1190 | (515) 283-8700 | www.dmwww.com

MEMORANDUM

DATE: January 17, 2024

TO: Ted Corrigan, CEO and General Manager

FROM: Amy Kahler, Chief Financial Officer

SUBJECT: Depositories for Des Moines Water Works Funds

Chapter 12C, Code of Iowa, requires a board resolution listing approved depositories and maximum amounts approved each year. The attached list is staff's recommendation of financial institutions and amounts for 2024.

At one time, the State of Iowa maintained a listing of banks approved to accept deposits of public funds. They discontinued this practice a number of years ago and now any bank may accept public funds as long as they collateralize them according to law. Our list of approved depositories includes institutions in addition to our primary bank, Bankers Trust. This would allow us to change or expand our banking relationship(s) should the need or desire arise. One of our requirements for a bank is that they have a downtown or south side branch easily accessible from our location. The banks on the approved depository list are metro area banks that meet this criteria.

Recommended depositories and amounts are unchanged from the prior year.

Attachment

Chapter 12C, Code of Iowa - Deposit of Public Funds

12C.2 Approval — requirements.

The approval of a financial institution as a depository of public funds for a public body shall be by written resolution or order that shall be entered of record in the minutes of the approving board, and that shall distinctly name each depository approved, and specify the maximum amount that may be kept on deposit in each depository.

Recommended approved depositories and amounts for 2024:

Bankers Trust Company	\$25,000,000
Bank of America	25,000,000
Bank of the West	25,000,000
Iowa State Bank	25,000,000
US Bank	25,000,000
Wells Fargo Bank Iowa	25,000,000
West Bank	25,000,000



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-A
Meeting Date: January 23, 2024
Chairperson's Signature ☐ Yes ☒ No

AGENDA ITEM FORM

SUBJECT: Approve Proposed Board Policy Manual Revisions – Central Iowa Water Works Trustee and Committee Member Appointments

SUMMARY:

- Staff presented recommendations for Board Policy updates related to appointment of Central Iowa Water Works (CIWW) Trustees and committee members at the January 2024 Planning Committee meeting. A copy of the proposed changes to the current Des Moines Water Works Board Policy Manual is attached.
- A summary of the proposed changes include:
 - Add Section 212.3 on CIWW Trustee, Additional Trustee, Alternate Trustee, and Alternate Additional Trustee appointments and removals.
 - Add Section 302.4 on CIWW Technical Committee and Long Range Planning and Capital Improvements Committee member appointments.
- It is proposed that these revisions become effective immediately once approved by the Board at their meeting on January 23, 2024.

FISCAL IMPACT:


There is no fiscal impact to incorporating the proposed changes.

RECOMMENDED ACTION:

Approve the proposed revisions to the Board Policy Manual with an implementation date of January 23, 2024.

BOARD REQUIRED ACTION:

Motion to approve the proposed revisions to the Board Policy Manual with an implementation date of January 23, 2024.

<hr/> (date)	<hr/> (date)	 Ted Corrigan, P.E. CEO and General Manager 1/18/24 (date)
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Attachments: Proposed Revisions to Board Policy Manual

212 Representation of the Board on other Boards and Commissions.

212.1 The Chairperson or the Board may appoint one or more of its members, or members of its staff, to represent the Board of Trustees on the boards of other entities, boards or commissions. Such appointments shall continue in effect until further action by the Chairperson or the Board, or the resignation from such position by the person appointed. Such appointments may be reviewed at any time, but shall generally be reviewed by the Board during its regular meeting in January. Persons appointed to represent the Board of Trustees shall be deemed acting within the scope of the duties of the person with the Board or the Des Moines Water Works for the purposes of Chapter 670, Code of Iowa.

212.2 The organizations to which representatives of the Board are currently appointed include:

Central Iowa Regional Drinking Water Commission
Greater Des Moines Botanical Garden
Des Moines Water Works Park Foundation.

212.3 The Board shall make appointments or removals of the Trustee, Additional Trustee, and Alternate Trustees of Des Moines Water Works to the Central Iowa Water Works (the "CIWW") by resolution. The Board may vote on a single slate of proposed trustees, or appoint them by separate resolutions. All appointments to the CIWW Board will be for three years, or as provided by the governing documents of the CIWW. It is envisioned that no individual will serve more than two terms as a trustee of the CIWW Board.

The Board may, in its discretion, provide guidelines and set expectations to its appointees to the CIWW Board respecting the performance of their duties as representatives of the Board to CIWW and the reporting of matters pertaining to CIWW to the Board, and may revise such guidelines and expectations at any time and from time to time.

At any time, the Board may adopt a resolution removing any individual the Board has appointed as a trustee to the CIWW Board.

302 Administrative Team.

302.1 The CEO is the duly appointed chief executive officer of the Des Moines Water Works.

302.2 The CEO may appoint and head an administrative team to carry out administrative duties delegated by the Board of Trustees. The administrative team shall report to the CEO. The structure of the administrative team shall be established and modified from time to time by the CEO.

302.3 The Board of Trustees shall set the CEO's spending and contracting authority. The current spending and contracting authority of the CEO is \$100,000. Each unbudgeted expenditure that is approved by the CEO based on this authority that exceeds \$40,000 shall be reported to the Board of Trustees at the next meeting of the Board of Trustees.

302.4 The CEO shall appoint members of Des Moines Water Works staff to serve on the CIWW Technical Committee and the CIWW Long Range Planning and Capital Improvements Committee.



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-B
Meeting Date: January 23, 2024
Chairperson's Signature ☐ Yes ☒ No

AGENDA ITEM FORM

SUBJECT: Election and Appointment of Initial Central Iowa Water Works Trustees and Alternates

SUMMARY:

In accordance with Board Policy, it is necessary for the Board to appoint the Trustee, Additional Trustee, Alternate Trustee, and Alternate Additional Trustee to serve on the Central Iowa Water Works Board. The following is an excerpt from the Board of Water Works Trustees of the City of Des Moines Policy Manual which sets out the procedure for election of these Trustees:

“The Board shall make appointments or removals of the Trustee, Additional Trustee, and Alternate Trustees of Des Moines Water Works to the Central Iowa Water Works (the “CIWW”) by resolution. The Board may vote on a single slate of proposed trustees, or appoint them by separate resolutions. All appointments to the CIWW Board will be for three years, or as provided by the governing documents of the CIWW. It is envisioned that no individual will serve more than two terms as a trustee of the CIWW Board.”

FISCAL IMPACT:

No impact to the budget.

RECOMMENDED ACTION:

Elect and appoint the Trustee, Additional Trustee, Alternate Trustee, and Alternate Additional Trustee to serve on the CIWW Board for an initial term as determined by the CIWW governing documents.


BOARD REQUIRED ACTION:

Motion to appoint the initial Trustee. Vote on motion.

Motion to appoint the initial Additional Trustee. Vote on motion.

Motion to appoint the initial Alternate Trustee. Vote on motion

Motion to appoint the initial Alternate Additional Trustee. Vote on Motion

<hr/>	<hr/>	 Ted Corrigan, P.E. CEO and General Manager
		<u>1/18/24</u> (date)

Attachments: None



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-C
Meeting Date: January 23, 2024
Chairperson's Signature ☐ Yes ☒ No

AGENDA ITEM FORM

SUBJECT: Receive and File 2024 Strategic Plan Initiatives and KPIs

SUMMARY:

In spring 2021 DMWW engaged HDR Inc., to facilitate a utility wide strategic planning process. The HDR facilitated process resulted in an exceptional level of engagement from the community and other stakeholders, who provided valuable insights and helped identify the priorities that are most important to our customers, and the community at large. Together with the leadership of our Senior Management Team, we developed an ambitious, but achievable plan, which will help us to overcome both current and future challenges. It represents our pathway to build a stronger, more diverse utility. In November 2021, the Board received and filed the 2021 Strategic Plan.

Each year the Senior Management Team and Supervisors participate in workshops, facilitated by HDR, to evaluate our current initiatives and key performance indicators (KPIs) and develop the same for the following year. Attached are the Strategic Plan Initiatives and KPIs for 2024.

FISCAL IMPACT:

None.

RECOMMENDED ACTION:

Receive and file the 2024 Strategic Plan Initiatives and Key Performance Indicators.

BOARD REQUIRED ACTION:

Motion to receive and file the 2024 Strategic Plan Initiatives and Key Performance Indicators.

 Michelle Watson Special Projects Coordinator (date) 1/18/24	 Ted Corrigan, P.E. CEO and General Manager (date) 1/18/24
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Attachments: 2024 Strategic Plan Initiatives with KPIs, 2024 KPI Update Graphic



2024 Strategic Plan Initiatives

Employee Experience

Focus Area: Employee Health and Safety

KPI 1: Collect at least 200 safety-related leading indicators

Focus Area: Recruitment

KPI 2: Fill 80% of open positions within 60 days of posting

Customer Experience

Focus Area: Lead Service Line Initiative

KPI 3: Complete LSL inventory by October 2024 with 20% or less “unknown” service line materials

Focus Area: Estimated Billings

KPI 4: Reduce the number of customers relying on estimated billings to 2.5%

Focus Area: Rate Structure and Affordability Study

KPI 5: Propose a strategy for a customer assistance program to city partners by the end of Q3 2024

Leadership & Advocacy

Focus Area: Industry Leadership & Advocacy

KPI 6: Increase awareness and recognition of DMWW efforts regionally and/or nationally by participating in at least 10 opportunities in 2024 including conference presentations, white papers, or articles

Stewardship

Focus Area: Capital Reinvestment

KPI 7: Obligate 90% of CIP dollars budgeted in 2024

KPI 8: Design and bid four water main replacement contracts with an average value of \$1.5M or greater

Focus Area: Maintenance

KPI 9: Develop a deferred maintenance & equipment replacement program for MWTP by the end of 2024

KPI 10: Develop a five-year building maintenance program by end of Q2 2024

IDEA (Inclusion, Diversity, Equity, Accessibility)

Focus Area: IDEA

KPI 11: Finalize the five-year plan with a consultant partner by end of Q2 2024

Focus Area: Build Confidence in Tap Water

KPI 12: Elevate access and build awareness of Des Moines Water Works and the value of tap water through implementation of a coordinated marketing campaign and identification of six (6) bottle filling stations in public locations.

2024 Strategic Plan

Employee Experience

Employee Health and Safety

KPI 1: Collect at least 200 safety-related leading indicators.



Recruitment

KPI 2: Fill 80% of open positions within 60 days of posting.



Customer Experience

Lead Service Line Initiative

KPI 3: Complete LSL inventory by October 2024 with 20% or less "unknown" service line materials.



Estimated Billings

KPI 4: Reduce the number of customers relying on estimated billings to 2.5%.



Rate Structure and Affordability Study

KPI 5: Propose a strategy for a customer assistance program to city partners by the end of Q3 2024.



Leadership & Advocacy

Industry Leadership & Advocacy

KPI 6: Increase awareness and recognition of DMWW efforts regionally and/or nationally by participating in at least 10 opportunities in 2024, including conference presentations, white papers, or articles.



Stewardship

Capital Reinvestment

KPI 7: Obligate 90% of CIP dollars budgeted in 2024.



KPI 8: Design and bid four water main replacement contracts with an average value of \$1.5M or greater.



Maintenance

KPI 9: Develop a deferred maintenance & equipment replacement program for MWTP by the end of 2024.



KPI 10: Develop a five-year building maintenance program by end of Q2 2024.



Inclusion, Diversity, Equity, Accessibility

IDEA

KPI 11: Finalize the five-year plan with a consultant partner by end of Q2 2024.



Build Confidence in Tap Water

KPI 12: Elevate access and build awareness of DMWW and the value of tap water through implementation of a coordinated marketing campaign and identification of six (6) bottle filling stations in public locations.





DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-D
Meeting Date: January 23, 2024
Chairperson's Signature Yes ☐ No ☒

AGENDA ITEM FORM

SUBJECT: Request Authorization for CEO and General Manager to Execute Agreement for Professional Services for SCADA System Master Plan

SUMMARY:

- An inventory and assessment, including cyber assessment, of the current SCADA system was completed in 2022. A final report was provided to Des Moines Water Works with recommendations of future projects and upgrades, including opinions on costs.
- The goal is to take these recommendations and put them into an implementation plan.
- The SCADA System Master Plan will support Des Moines Water Works' long-term goals and vision. It will lay out a 5 to 10-year path for upgrading and modernizing the SCADA system and will be the basis for future SCADA system expansion and modifications projects by defining both hardware and software requirements as well as policies and procedures.
- Staff developed a request for qualifications (RFQ) to procure professional services to complete the SCADA System Master Plan.
- The responding firms to the RFQ were:
 - Affiliated Engineers
 - Black and Veatch
 - HDR Engineering
 - Short Elliot Hendrickson
 - Stanley Consultants
- The proposals were evaluated based on project team, firm experience, schedule, project approach, and estimated hours. Black and Veatch and HDR Engineering were selected to come in for interviews with the selection team.
- Staff recommends a Professional Services Agreement be executed with HDR Engineering for the SCADA System Master Plan.
- HDR Engineering has successfully completed design projects in Iowa.
- Staff has briefed the Technical Committee of Central Iowa Water Works on the proposals received and the recommendation to award.
- The anticipated design fee for HDR Engineering is \$416,911.

FISCAL IMPACT:




Funds will come from the 2023 & 2024 Fleur Drive Treatment Plant budgets.

RECOMMENDED ACTION:

Authorize the CEO and General Manager to execute a Professional Services Agreement with HDR Engineering in the amount of \$416,911 for the SCADA System Master Plan.

BOARD REQUIRED ACTION:

Motion to authorize the CEO and General Manager to execute a Professional Services Agreement with HDR Engineering in the amount of \$416,911 for the SCADA System Master Plan.

 Lindsey Wanderscheid, P.E. (date) 1/18/2024 Engineering Supervisor	 Michael J. McCurnin, P.E. (date) 1/18/24 Director of Engineering Services	 Ted Corrigan, P.E. (date) 1/18/24 CEO and General Manager
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Attachments: None



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-E
Meeting Date: January 23, 2024
Chairperson's Signature Yes ☐ No ☒

AGENDA ITEM FORM

SUBJECT: Request Authorization for CEO and General Manager to Execute Agreement for Professional Services for 2024 Northeast Booster Station

SUMMARY:

- The existing SE Polk Bondurant Pump Station is located north of I-80 on NE 56th Street, is sized for 1.5 million gallons per day (MGD) of capacity, is below grade, and is reaching the end of its useful life. It is also too small to serve the current and projected demands in the area. A new booster station is required.
- Personnel from Des Moines Water Works (DMWW) and Bondurant have met to discuss a joint booster station and feeder main project that would benefit both parties. Agreement details are to be finalized in a subsequent 28E agreement, but it was agreed that DMWW would lead and manage the booster station design and Bondurant would manage the feeder main design.
- The anticipated needs call for the design and construction of a new above-ground booster station with approximately 3 MGD capacity, likely on the northeast side of Des Moines, that will feed both DMWW and Bondurant customers.
- In an effort to get design work started in a timelier fashion, staff developed a request for qualifications (RFQ) to complete the design of the replacement booster station.
- The responding firms to the RFQ were:
 - CDM Smith
 - HDR
 - HR Green
 - Strand Associates
 - Veenstra & Kimm, Inc.
- The proposals were evaluated based on project team, firm experience, schedule, project approach, and estimated hours.
- Staff recommends a Professional Services Agreement be executed with Veenstra & Kimm, Inc. for the 2024 Northeast Booster Station.
- Veenstra & Kimm has successfully completed design work for DMWW in the past.
- Initial estimate for booster station construction is near \$2.5 million.
- The anticipated design fee for Veenstra & Kimm, Inc. is \$248,700.

FISCAL IMPACT:

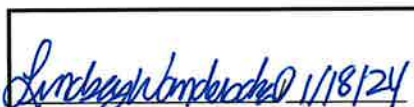

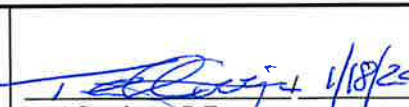
Funds will be cost shared between Des Moines Water Works and Bondurant, with DMWW's portion coming from the 2024 Remote Facilities budget.

RECOMMENDED ACTION:

Authorize the CEO and General Manager to execute a Professional Services Agreement with Veenstra & Kimm, Inc. in the amount of \$248,700 for the 2024 Northeast Booster Station.

BOARD REQUIRED ACTION:

Motion to authorize the CEO and General Manager to execute a Professional Services Agreement with Veenstra & Kimm, Inc. in the amount of \$248,700 for the 2024 Northeast Booster Station.

 Lindsey Wanderscheid, P.E. (date) 1/18/24 Engineering Supervisor	 Michael J. McCurnin, P.E. (date) 1/18/24 Director of Engineering Services	 Ted Corrigan, P.E. (date) 1/18/24 CEO and General Manager
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Attachments: None



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-F
Meeting Date: January 23, 2024
Chairperson's Signature ☐ Yes ☒ No

AGENDA ITEM FORM

SUBJECT: Request Authorization to Reimburse the City of Des Moines for Water Main Replacement for the 2nd Avenue Reconstruction from University to the Des Moines River Project

SUMMARY:

- As part of the City of Des Moines' 2nd Avenue Reconstruction from University to the Des Moines River project, Des Moines Water Works will complete water main replacement due to conflicts with proposed storm sewer and our own desire to replace water main from University Ave to Franklin Ave based on leak history.
- The City project includes road reconstruction, sanitary sewer replacement, storm sewer improvements, and sidewalk.
- Construction for this project is anticipated to begin in Spring 2024, with water main work being completed in the 2024 and 2025 construction season.
- Based upon the unit price bid for the estimated quantities for this contract and the DMWW portion of the mobilization and traffic control expenses, the cost for the water main replacement portion of this City of Des Moines project is \$2,659,677. Synergy Contracting, LLC, from Des Moines, Iowa will be the contractor for this project.

FISCAL IMPACT:

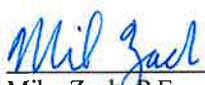


Funds for this project will come from the 2024 Des Moines Water Main Replacement Budget.

RECOMMENDED ACTION:

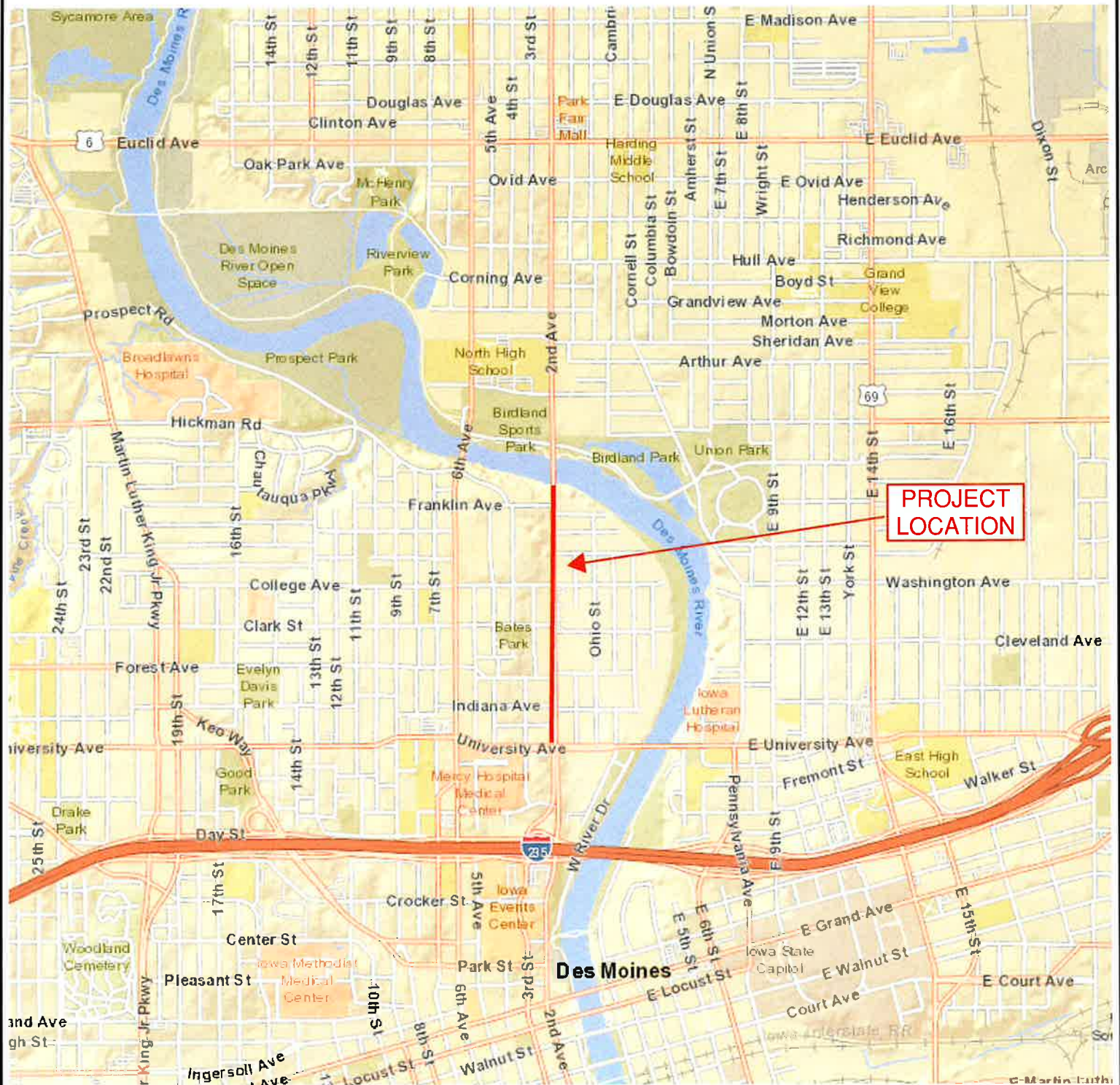
Authorize staff to reimburse the City of Des Moines for water main replacement included in the 2nd Avenue Reconstruction from University to the Des Moines River project.

BOARD REQUIRED ACTION:

Motion to authorize staff to reimburse the City of Des Moines for water main replacement included in the 2nd Avenue Reconstruction from University to the Des Moines River project.

 Mike Zach, P.E. Project Manager	 Michael J. McCurnin, P.E. Director of Engineering Services	 Ted Corrigan, P.E. CEO and General Manager
1-18-2024 (date)	1/18/24 (date)	1/18/24 (date)

Attachments: Site Map



NOT TO SCALE

Des Moines
Water Works
 Water You Can Trust for Life

2nd AVENUE RECONSTRUCTION FROM
 UNIVERSITY TO THE DES MOINES RIVER
 PROJECT

AGENDA ITEM FORM

SUBJECT: Request Authorization to Solicit Bids for 2023 Des Moines Water Main Replacement - Contract 2 and Establish the Date of the Public Hearing as the Date of the February 2024 Board Meeting

SUMMARY:

- As part of the approved 2023 Des Moines Water Main Replacement budget, the streets identified in the table below are to receive new water mains due to a history of main breaks and other service issues.

Streets

E 27th Street, from Easton Boulevard to 2102 E 27th Street
Richland Drive, from Guthrie Avenue to Arthur Avenue
E 38th Court, from Easton Boulevard to E Sheridan Avenue
E 34th Street, from Thompson Avenue to Arthur Avenue
E 21st Street, from E University Avenue to Easton Boulevard
Guthrie Avenue, from Glenbrook Drive to Moss Drive

Engineer's Est.

\$985,513
\$572,185
\$915,069
\$454,351
\$800,557
\$1,575,688

Total

\$5,303,363

- Preparation of plans, specifications, and contract documents for the 2023 Des Moines Water Main Replacement - Contract 2 is nearing completion.
- Work on E 27th Street will call for the installation of approximately 1,316 feet of 8-inch polyvinyl chloride (PVC) water main.
- Work on Richland Drive will call for the installation of approximately 735 feet of 8-inch and 22 feet of 6-inch polyvinyl chloride (PVC) water main.
- Work on E 38th Court will call for the installation of approximately 1,350 feet of 8-inch polyvinyl chloride (PVC) water main.
- Work on E 34th Street will call for the installation of approximately 765 feet of 8-inch and 21 feet of 6-inch polyvinyl chloride (PVC) water main.
- Work on E 21st Street will call for the installation of approximately 1,275 feet of 8-inch ductile iron pipe (DIP) water main.
- Work on Guthrie Ave will call for the installation of approximately 1,750 feet of 16-inch and 89 feet of 12-inch polyvinyl chloride (PVC) water main.
- The City of Des Moines will reimburse DMWW for several construction items requested to be included as part of this project. Items to be reimbursed include a portion of the asphalt overlay and curb replacement on Richland Drive and lane striping and storm sewer intake replacement on Guthrie Avenue.
- The engineer's estimate for the DMWW and City of Des Moines funded portions is \$5,226,512 and \$76,851 respectively. Total engineer's estimate for the contract is \$5,303,363.

FISCAL IMPACT:

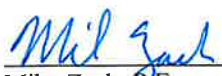
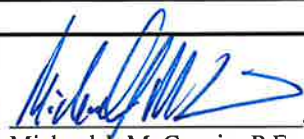

Funds for this project will come from the 2023 and 2024 Des Moines Water Main Replacement budgets.

RECOMMENDED ACTION:

Authorize staff to solicit bids for 2023 Des Moines Water Main Replacement - Contract 2 and establish the date of the Public Hearing as the date of the February 2024 Board meeting.

BOARD REQUIRED ACTION:

Motion to authorize staff to solicit bids for 2023 Des Moines Water Main Replacement - Contract 2 and establish the date of the Public Hearing as the date of the February 2024 Board meeting, and direct staff to publish notice as provided by law.

 Mike Zach, P.E. Project Manager	 Michael J. McCurnin, P.E. Director of Engineering Services	 Ted Corrigan, P.E. CEO and General Manager
1-18-2024 (date)	1/18/24 (date)	1/18/24 (date)





DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. III-H
Meeting Date: January 23, 2024
Chairperson's Signature ☒ Yes ☐ No

AGENDA ITEM FORM

SUBJECT: 2023 Des Moines Water Main Replacement – Contract 3

SUMMARY:

- In December 2023, the Board of Water Works Trustees authorized staff to solicit bids for the 2023 Des Moines Water Main Replacement – Contract 3 project. The Public Hearing was established as the date of the January 2024 Board meeting.
- Work on Bell Avenue will call for the installation of approximately 3,100 feet of 12-inch polyvinyl chloride (PVC) water main.
- Work on Sunset Road will call for the installation of approximately 2,604 feet of 12-inch and 78 feet of 8-inch ductile iron pipe (DIP) water main.
- Plans, specifications, and contract documents were taken out by several prospective bidders. Staff reached out to several contractors the week of January 8th to remind them of the project. Five bids were submitted on January 16, 2024.

<u>BIDDER</u>	<u>TOTAL OF ALL BASE BIDS</u>
J & K Contracting, LLC	\$2,440,000.00
On Track Construction, LLC	\$2,550,000.00
Corell Contractors, Inc.	\$2,660,656.00
Rognes Corporation	\$2,773,652.50
MPS Engineers PC	\$2,949,623.00

- The engineer's estimate for this contract is \$3,029,000.
- J & K Contracting, LLC has successfully completed other projects for Des Moines Water Works in the past.
- Staff recommends the Board award the 2023 Des Moines Water Main Replacement - Contract 3 project to J & K Contracting, LLC, in the amount of \$2,440,000.00.

FISCAL IMPACT:

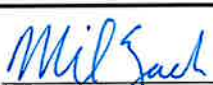


Funds for this project will come from the 2023 and 2024 Des Moines Water Main Replacement budgets.

RECOMMENDED ACTION:

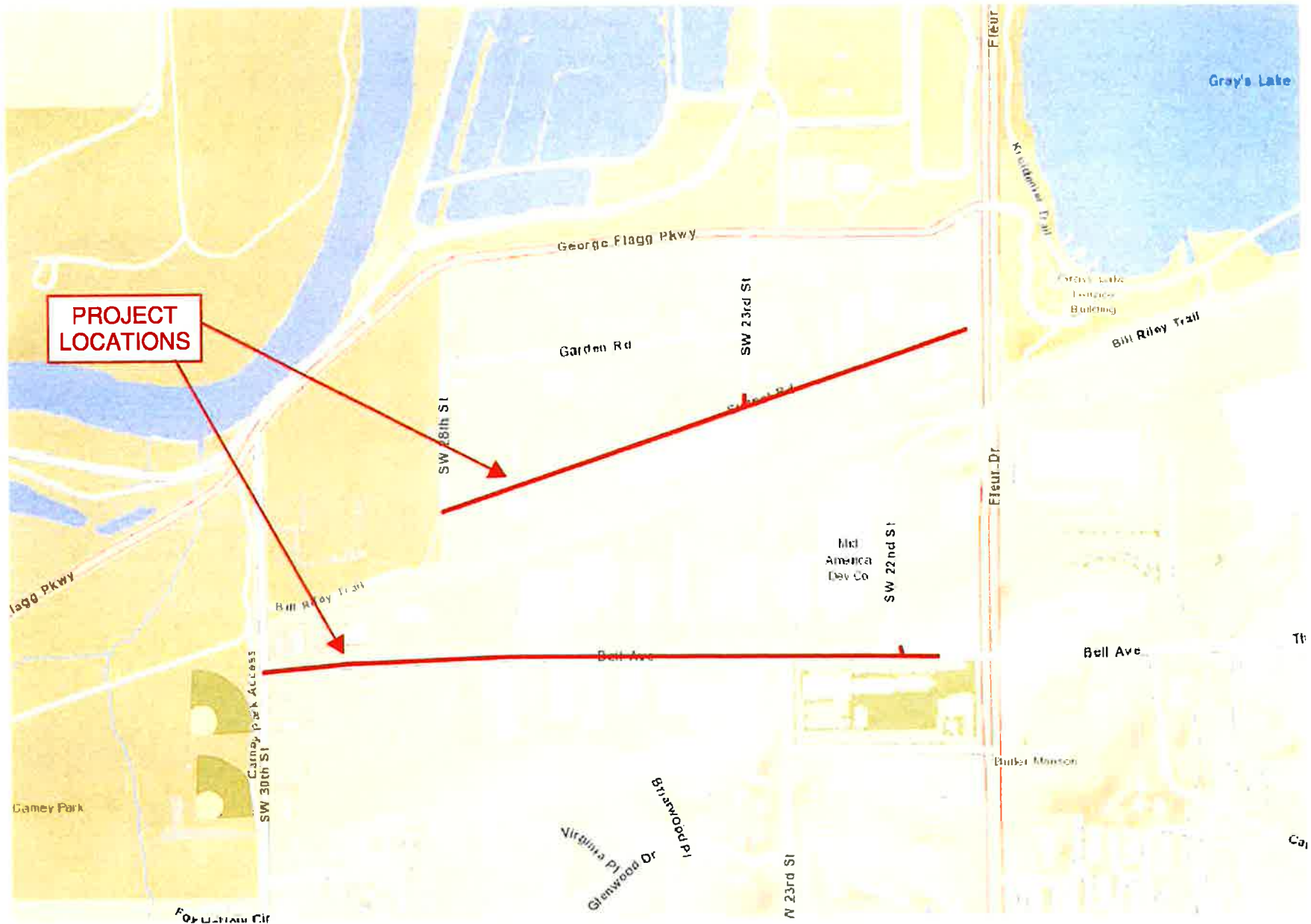
Award the 2023 Des Moines Water Main Replacement - Contract 3 project in the amount of \$2,440,000.00 to J & K Contracting, LLC and authorize the Chairperson and CEO and General Manager to execute the contract.

BOARD REQUIRED ACTION:

- Public Hearing – Opened by Chairperson for comments from the public regarding the form of contract, plans and specifications, and estimated cost. Chairperson closes hearing.
- Motion for adoption of form of contract, plans and specifications, and estimated cost.
- Analysis of bids received.
- Award the 2023 Des Moines Water Main Replacement – Contract 3 project in the amount of \$2,440,000.00 to J & K Contracting, LLC and authorize the Chairperson and CEO and General Manager to execute the contract.

 Mike Zach, P.E. Project Manager	<u>1-18-2024</u> (date)	 Michael J. McCurnin, P.E. Director of Engineering Services	<u>1/18/24</u> (date)	 Ted Corrigan, P.E. CEO and General Manager	<u>1/18/24</u> (date)
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Attachments: Site Map



AGENDA ITEM FORM

SUBJECT: Ground Lease Agreement with USCOC of Greater Iowa, LLC at Tenny Standpipe

SUMMARY:

- In February 2005, the Board of Water Works Trustees executed an Option and Ground Lease Agreement with USCOC of Greater Iowa doing business as U.S. Cellular (U.S. Cellular). This lease agreement granted U.S. Cellular an exclusive lease to 600 square feet (30 feet by 20 feet) at the Tenny Standpipe property on Merle Hay Road.
- This lease agreement allowed U.S. Cellular to use the 600 square foot lease area to install ground facilities for the transmission and receipt of wireless communication signals.
- The lease agreement also provided a 12-foot-wide access easement for U.S. Cellular's use from Merle Hay Road to the lease area.
- Under a separate agreement with AT&T Wireless Services, U.S. Cellular would co-locate their antennae equipment on AT&T's monopole on an adjacent lease area. Des Moines Water Works (DMWW) has no obligations or duties related to this separate agreement between AT&T Wireless and U.S. Cellular.
- The initial term of the original lease agreement between DMWW and U. S. Cellular terminated on November 30, 2005. U.S. Cellular then had the right to extend the lease agreement for four additional five-year terms, or an additional twenty years. U.S. Cellular exercised this right to extend the lease agreement.
- As such, the original lease agreement between DMWW and U. S. Cellular that is currently in effect expires on November 30, 2025.
- U.S. Cellular has requested the existing lease agreement with DMWW at the Tenny Standpipe site be extended.
- Rather than extend the original agreement, U.S. Cellular was informed by staff that a new, replacement agreement would need to be negotiated.
- Terms and conditions under the new replacement agreement with U.S. Cellular include the following:
 - DMWW can terminate the agreement upon five years written notice to U.S. Cellular.
 - Liability insurance provisions that provide enhanced protection to DMWW from risk.
 - Reimbursement of legal and administrative costs incurred by DMWW from management of the agreement.
 - Annual increase by 3% to amount of rent paid to DMWW by U.S. Cellular.
 - Initial term is five years with the right to extend the lease agreement for five additional five-year terms.
- The Central Iowa Water Works (CIWW) Technical Committee has been advised of this pending replacement agreement.
- Staff and legal counsel have reviewed the terms and conditions of the new, replacement agreement.

FISCAL IMPACT:


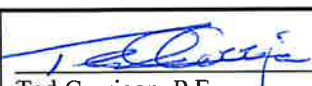
DMWW will collect approximately \$1,800 per month in rent from U.S. Cellular with an annual increase of 3 percent.

RECOMMENDED ACTION:

Authorize the Chairperson and the CEO and General Manager to execute the Ground Lease Agreement with USCOC of Greater Iowa, LLC at the Tenny Standpipe site.

BOARD REQUIRED ACTION:

- Public Hearing – Opened by Chairperson for comments from the public.
- Close the public hearing.
- Motion to authorize the Board Chair or Vice Chair and the CEO and General Manager to execute the Ground Lease Agreement with USCOC of Greater Iowa, LLC at the Tenny Standpipe site.

	 Michael J. McCurnin, P.E. (date) 1/18/24 Director of Engineering Services	 Ted Corrigan, P.E. (date) 1/18/24 CEO and General Manager
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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement" or "Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between The Board of Water Works Trustees of the City of Des Moines, Iowa, a municipal utility organized and existing under Chapter 388, Code of Iowa, and also known as Des Moines Water Works ("Lessor") and USCOC of Greater Iowa, LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Lessee" and collectively with Lessor "Parties").

RECITALS

- A. Lessor and Lessee are parties to that certain ground lease agreement dated as of February 7, 2005 (hereinafter referred to as "Prior Lease"), which provides for the lease by Lessor to Lessee certain real property located in the City of Des Moines, County of Polk, State of Iowa, commonly known as 4006 Merle Hay Road, Des Moines, IA 50310 (the "Parent Parcel"), as more particularly described in Exhibit A attached hereto; and
- B. Lessor and Lessee desire to amend and restate the Prior Lease, which shall be and is hereby superseded by this Lease and otherwise cancelled and terminated in all respects; and
- C. Lessee owns certain communication equipment and associated structures located on the leased Premises; and
- D. Lessor and Lessee desire to enter into this Lease so that Lessee may continue to occupy and use the cellular tower and associated structures located on the Leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Premises. Lessor is the owner of the Parent Parcel. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Six Hundred (600) square feet within the Parent Parcel and together with a license for access thereto through a defined access corridor ("Access Corridor") and a license to install or permit utility services and communication lines within a defined utility corridor ("Utility Corridor"), all as described in, and illustrated in Exhibit B annexed hereto (the "Premises").
2. Use. The Premises shall be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing, and licensing of cabinets, meter boards, buildings, antennas, radios, cables, fiber, data storage systems and related communications equipment (the "Lessee Facility"), and for other uses which are incidental thereto, including without limitation, use of back-up power systems, and installation of equipment to accommodate new technologies or future innovations for receiving, storing and transmitting, and for other uses which are incidental thereto, and only for such use ("Intended Use"). Lessee shall have access to

the Premises twenty-four (24) hours a day, seven (7) days a week, solely for the Intended Use. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals").

The Lessee, under a separate agreement with AT&T Wireless Services, has co-located its antenna equipment on the AT&T Wireless Services monopole located on adjacent property of Lessor. Lessor shall not have any obligations or duties with regard to Lessee's agreement with AT&T Wireless Services. If any technical interference is encountered by the Lessee, as a result of equipment installed on the monopole, the Lessee will work with AT&T Wireless Services to eliminate the interference without cost or obligation to Lessor.

3. Term. The initial term of this Lease will be five (5) years commencing upon March 1, 2024 ("Commencement Date") and terminating on the day in which the fifth (5th) anniversary of the Commencement Date falls (the "Initial Term").

4. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 5. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least one hundred twenty (120) days prior to the expiration of the Term or the Renewal Term which is then in effect, and subject to the other provisions for termination provided for in this Lease.

5. Consideration. During the Initial Term, Lessee shall pay Lessor the sum of One Thousand Eight Hundred Two Dollars (\$1,802.00) per month beginning on the Commencement Date, plus the additional rent as applicable, with annual adjustments as herein provided ("Rent"). Rent shall be payable to Lessor in advance on the first day of each month thereafter during the Term and any Renewal Terms. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated for any partial month. As further consideration for Lessor to enter into this Lease:

a) Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time, lump sum payment of Fourteen Thousand Five Hundred DOLLARS (\$14,500.00). Lessor and Lessee understand and agree that this payment is for reimbursing Lessor for its administrative and attorney costs associated with this Agreement and that no additional costs or reimbursement are due pursuant to Paragraph 9(d)(iv) for preparation of the Agreement.

b) The monthly Rent shall be increased on the annual anniversary of the Commencement Date by three percent (3%) of the immediately preceding month's Rent for each year that this Lease remains in effect, including years under all the Initial Term and all Renewal Terms that arise as provided hereunder.

Lessor will advise tenant in writing regarding the identity of the party to receive rent payments, and the location for rent payments to be sent to. Unless Lessor has otherwise advised, all sums shall be paid at Lessor's address as specified in Paragraph 26 below.

6. Possession. Lessee shall be entitled to possession of the Premises as of the Commencement Date, for purposes of the Intended Use of the Lessee Facility, and during the Term and any Renewal Terms, and shall yield possession to the Lessor at the end of the Term, or any Renewal Terms, whichever last occurs, except as herein otherwise expressly provided.

7. Condition of Premises. Lessee takes the Premises in its present condition, except as may be expressly otherwise provided in this Lease. Lessor has not made any representations or promises with respect to the Premises except as expressly set forth herein. The taking of possession of the Premises by the Lessee will be conclusive evidence, as against the Lessee, that the Lessee accepts the same in its then "as is, where is" condition at the time such possession was so taken. Lessor disclaims all express and implied covenants, warranties, and representations with respect to the condition of the Premises, the quality of any workmanship or materials improvements located on the Premises, and the suitability of the Premises for Lessee's use, and Lessor shall not be liable to the Lessee with respect thereto. Neither Party will permit nor allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

8. Improvements; Utilities; Access.

a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain the Lessee Facility on the Premises including all improvements, installation of personal property and facilities necessary or desired for its Intended Use, all of which shall be deemed part of the Lessee Facility. The Lessee Facility shall remain the exclusive property of the Lessee throughout the Term and any Renewal Terms, and after the termination of this Lease. Lessee may construct, alter, reconstruct, restore, replace, supplement, modify and reconfigure the Lessee Facility at any time during the Term or any Renewal Term of this Lease. Lessee shall remove the Lessee Facility in its entirety, including removal of all foundations and footings to a depth of at least twenty-four inches (24") below grade, not later than one hundred eighty (180) days following any termination of this Lease and restore the Premises to their original above-ground condition, unless Lessor shall at its sole option elect to purchase any permanent improvement to the Premises, which is included as part of the Lessee Facility for its own use, by notice given not later than thirty (30) days following any termination of this Lease at a price to be determined by negotiation between the Parties.

b) Lessee shall have the continuing right and license, as needed, to install power, telecommunications, cables, conduit, and any other utilities, within the Utility Corridor, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve existing utilities on the Premises, including but not limited to the installation of emergency or back-up power generators. Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sub-lessee(s) cannot be located within the Utility Corridor or elsewhere on the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel without requiring additional compensation from Lessee or Lessee's licensee(s) or sub-lessee(s), provided that such location can be accommodated without undue interference with Lessor operations. In no event shall any utilities or facilities of Lessee be

allowed to be located on, or within Lessor's existing water tower, or within the areas described in Exhibit B as reserved for Lessor's exclusive use (such tower and areas are "Exclusive Use Areas"). Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Premises. As of the full execution of the Lease, the Lessee has installed its own electric current and gas meters on the Premises. If in the future, the Lessee is required to upgrade those meters, then the cost of such meter(s) of installation, maintenance, upgrade and repair thereof shall be paid for by Lessee.

c) Lessee shall have the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Lessee Facility or Premises upon reasonable notice to Lessor, but only to the extent such activity does not impair Lessor's enjoyment of the Exclusive Use Areas.

d) Intentionally Omitted.

e) Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises by means of the Access Corridor twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Lessee Facility. If a public road ceases to exist in the future, Lessor will grant an exclusive license to Lessee and Lessee's assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Lessee Facility. Lessor shall maintain access to the Access corridor in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Access Corridor.

9. Lessee Covenants.

a) Lessee shall keep the Premises and Lessee Facility in a safe and serviceable condition at its sole cost and expense. Lessee shall be solely responsible, at its sole cost and expense, to maintain and repair the Lessee Facility and to keep them in good safe condition.

b) Lessee will make no unlawful use of the Premises and shall comply with all applicable city and county regulations and ordinances, the laws of the State of Iowa and the federal government. Without limiting the generality of the foregoing, Lessee shall obtain and maintain all required state, county and city permits and shall comply with applicable safety, health and regulations.

c) Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with all building codes requiring modifications to the Premises due to the improvements being made by Lessee to the Premises.

d) Lessee shall use the Premises in a safe, orderly, and environmentally proper manner consistent with good engineering practice and without undue risk to any person or to the property of Lessor, including the Parent Parcel, or others and without any nuisance to others and maintain the Premises in a safe, clean, presentable condition. Lessee shall be solely responsible to use and maintain the Premises in a proper manner and to determine the nature and extent of all steps

necessary and proper to achieve such objectives, but they shall include, at a minimum, adherence to following minimum standards:

- i) For any future work on the Premises, Lessee shall ascertain all underground utility line conflicts before commencement of any borings, excavation or underground work, and shall conduct all such work to avoid such conflicts. Lessee shall register the underground portions of the Lessee Facilities with Iowa One Call and shall be responsible for locating such facilities when one call locate requests are made.
- ii) Any areas of the Parent Parcel outside of the Premises disturbed by Lessee during its work on the Premises at any time will be restored to good condition and to Lessor's satisfaction upon completion of the work.
- iii) Before commencing any subsequent alterations to the Premises, Lessee shall submit plans and specifications to the Lessor for the Lessor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the Lessor does not either (i) object to the plans in writing or (ii) furnish the Lessee with written approval, within twenty-one (21) days of the date of submission of the plans, Lessor will be deemed to have approved them. All work to be done by Lessee shall be performed in accordance with the approved plans unless otherwise approved in writing by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall promptly supply as built drawings to Lessor upon the completion of the work. Notwithstanding the foregoing, minor replacement or maintenance of above ground outdoor electrical equipment inside the Premises and "like-for-like" or substantially similar modifications to the Lessee Facility are permitted without the consent of Lessor. Upgrades inside Lessee's ground shelter are also exempt from this requirement to obtain Lessor's consent.
- iv) Lessee shall reimburse Lessor for reasonable and substantiated administrative and legal costs, up to a maximum of Five Thousand and 00/100 Dollars (\$5,000.00) per new project, incurred by Lessor for work undertaken by the Lessee that results in any of the following:
 - 1. Review of proposed plans submitted to the Lessor for future work by the Lessee to modify or upgrade Lessee's utilities, equipment, or their appurtenances. Modifications and upgrades that are performed within Lessee's ground equipment and ground shelter are exempt from the requirement to submit proposed plans to Lessor.
 - 2. Preparation of an amendment to the Agreement resulting from Lessee's work including, but not limited to, review and execution of the amendment.

3. Review and oversight of Lessee's work at the Premises or Property.
4. Coordination of Lessee's work with other entities or agencies.
5. Lessor will provide Lessee with copies of all relevant invoices detailing the costs expended by Lessor review of alterations of the Premises.

Lessee will reimburse Lessor for Lessor's administrative and legal costs within sixty (60) days of Lessee's receipt of documentation from Lessor detailing the time spent and amount charged by Lessor's staff and attorneys (which may include outside counsel and agent costs and fees).

- v) Lessee shall not place signage on the Premises except as required by law.
- vi) Electromagnetic radiation emissions from the Premises shall be at frequencies and levels of power as are within limits of all applicable laws and regulations governing such emissions.
- vii) Lessee shall not store liquid fuels on the Premises, except the extent approved in advance by Lessor in connection with emergency power generators and shall not construct or operate any underground or above-ground storage tanks on the Premises. Any back-up power generator shall be fueled by natural gas.
- viii) The use of the Premises shall at all times be conducted so as to be compatible with Lessor's water supply and distribution activities on the Parent Parcel. The Intended Use shall not be deemed an incompatible use assuming the Lessee occupies the Premises in compliance with the terms and conditions of this Lease.

10. Lessee's Representations and Warranties. As an inducement for Lessor to enter into and be bound by the terms of this Lease, Lessee represents and warrants to Lessor and Lessor's successors and assigns that:

- a) Lessee has been duly formed and is validly existing under the laws as a limited liability company under the laws of the State of Delaware and is qualified to do business in the State of Iowa.
- b) Lessee has the authority to enter into and be bound by the terms of this Lease.
- c) To the best of Lessee's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessee or which may otherwise affect its performance of this Lease.

d) The execution of this Lease is consistent with Lessee's Certificate of Organization, Operating Agreement and other governing documents, and has been duly and properly authorized by all required company action. The representations and warranties of Lessee shall survive the termination or expiration of this Lease.

11. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that:

a) Good and marketable title to the Premises is held in the name of the City of Des Moines, Iowa, for the use and benefit of Lessor and that Lessor has all of the powers of the City of Des Moines, with respect thereto, including but not limited to the power to grant this Lease.

b) Lessor has the authority to enter into and be bound by the terms of this Lease.

c) To the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor which may otherwise affect the Premises.

d) The Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. The Parties acknowledge the existence of an existing site lease with option with Iowa Wireless Services, a successor in interest to Western PCSI Corporation, and that such lease does not violate this provision or any other provision of this Lease. The representations and warranties of Lessor shall survive the termination or expiration of this Lease.

12. Expiration.

a) This Lease shall terminate upon expiration of the original Term; or if exercised by the Lessee, then this Lease will terminate at the expiration of the last of the Renewal Terms.

b) Lessor may terminate this Agreement by giving five (5) years written notice of its intent to do so to Lessee. Lessor may also immediately terminate this Agreement as provided for in Paragraph 13. Upon expiration or termination of this Agreement for any reason Lessee shall remove all of its materials, equipment, and supplies, and may remove its improvements as provided in Paragraph 8.a., leaving the Premises and Parent Parcel in good, clean, usable condition. Any costs for cleanup or repair beyond normal wear and tear required following termination will be billed to, and paid by, Lessee.

c) Lessee agrees that upon termination of this Lease it will surrender and deliver the Premises in good condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

d) Continued possession by Lessee, beyond the expiration of its tenancy, coupled with the receipt of the specified rent by the Lessor (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the Lease and during any such month to month tenancy, Lessee shall pay monthly

rent in the amount which is one twelfth (1/12) of one hundred twenty-five percent (125%) of the adjusted Rent (including any additional rent) that was payable by Lessee during the immediately preceding Lease year.

13. Lessee Default and Lessor Remedies.

a) Each of the following shall constitute an event of default by Lessee:

- i) Failure to pay rent when due.
- ii) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Lessee pursuant to terms of the Lease.
- iii) Abandonment of the premises, "Abandonment" means the Lessee has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
- iv) Institution of bankruptcy proceedings by or against Lessee as a debtor.
- v) Assignment for the benefit of creditors of the interest of Lessee under this Lease.
- vi) Appointment of a receiver for the property or affairs of Lessee, where the receivership is not vacated within ten (10) days after the appointment of the receiver ("Lessee Default").

b) Upon the occurrence of a Lessee Default, Lessor may give Lessee a written notice specifying the Lessee Default and, in such event, Lessee shall have thirty (30) days from receipt of written notice of default in which to correct the Lessee Default. If there is a Lessee Default (other than for nonpayment of a monetary obligation of Lessee, including rent) that cannot be remedied in thirty (30) days by diligent efforts of the Lessee, Lessee shall propose an additional period of time in which to remedy the Lessee Default. Consent to additional time shall not be unreasonably withheld by the Lessor. Lessor shall not be required to give Lessee any more than one notice for the same default within any three hundred and sixty-five (365) day period.

c) In the event Lessee has not remedied a Lessee Default in a timely manner following a notice of such default, Lessor may proceed with any and all available remedies at law or in equity, including but not limited to the following:

- i) Lessor may declare this Lease to be terminated and shall give Lessee a written notice of such termination. In the event of termination of this lease, Lessor shall be entitled to take legal action against Lessee for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Lessor in regaining possession of the premises and the re-letting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such re-letting; or

- ii) If a default is not remedied in a timely manner, Lessor may declare this Lease to be forfeited and shall give the Lessee a written notice of such forfeiture, and may, at the time, give Lessee the notice to quit provided for in Chapter 648 of the Code of Iowa, or its successor Chapter; or
- iii) Lessor may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of sums due hereunder, or for termination of this lease because of Lessee's default in its performance.

14. Lessee Termination Rights and Remedies. Except as otherwise provided herein, this Lease may be terminated by Lessee, without any penalty or further liability upon written notice as follows:

a) Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Lessor Default") but which Lessor Default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if Lessor commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the Parties hereto, Lessee shall have the option to pursue any one or more of the following remedies without further notice or demand:

- i) Lessee, may, at its sole election, terminate the Lease;
- ii) Lessee, may, without being obligated and without waiving the Lessor Default, cure the Lessor Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Lessor Default; or
- iii) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to the Lessor Default.

b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Lessee Facility or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively prohibited or substantially frustrated.

c) If the Premises or the Lessee Facility are destroyed or damaged so as to hinder the effective use of the Lessee Facility in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

15. Right of Either Party to Make Good Any Default of The Other. If default shall be made by either Party in the performance of, or compliance with, any of the terms or conditions of this Lease, including but not limited to the requirements for insurance, and such default shall have

continued for thirty (30) days after written notice thereof from one party to the other and such defaulting Party fails to commence the cure, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five percent (5%) per annum, from date of advance.

16. No Lessee Liens. Except as provided in Paragraph 28.b neither the Lessee nor anyone claiming by, through, or under the Lessee, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon the Premise, or upon the leasehold interest of the Lessee, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the Premises, and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor. In the event that any such mechanic lien is not immediately released and removed if there is no contest or if such lien is not diligently contested or is unsuccessfully contested, Lessor, at its sole option, may take all action necessary to release and remove such lien, including the application of any security to payment of such lien (without any duty to investigate the validity thereof) and Lessee shall promptly upon notice reimburse Lessor for all sums, costs and expenses (including reasonable attorneys' fees) incurred by Lessor in connection with such lien.

17. Taxes. Lessee shall pay any property taxes assessed on the Lessee Facility in full. Lessor shall pay when due all property taxes and all other fees and assessments attributable to the Premises, other than the Lessee Facility. In the event that either Party fails to pay when due any taxes affecting the Premises or the Lessee Facility, the other party shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future payments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

18. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of:

- a) The date title vests in the condemning authority; or,
- b) The date the condemning authority takes possession of the Premises or a portion of it.

Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Lessee Facility, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

19. Insurance.

a) Each Party shall insure their respective real and personal property located on or in the Premises for perils covered by the causes of loss – special form (all risk) and in addition, coverage for flood, wind, earthquake, terrorism and boiler and machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value, customarily insured against for property of the type.

b) Lessee shall purchase and maintain, and shall cause its construction contractors to purchase and maintain commercial general liability insurance. Lessee's and Lessee's contractors' insurance must name Lessor as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Lessee's use and occupancy of the Premises. Such Insurance required by this section shall have a combined single limit of not less than Five Million Dollars (\$5,000,000) with a Five Million Dollars (\$5,000,000) aggregate limit. Such insurance shall be primary but only as respects Lessee's indemnification obligations under this lease. In no event shall the limits of such insurance be considered as limiting the liability of Lessee under this Lease.

c) Limits of insurance are to be satisfied by any combination of primary and umbrella coverage.

d) Lessee shall purchase and maintain, and shall cause its construction contractors to purchase and maintain, workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident and shall include a waiver of transfer of rights of recovery (subrogation) against Lessor.

e) All insurance required of Lessee shall be written by companies which hold an A.M. Best A MINUS-VII rating or higher and are licensed to do business in the state of Iowa and domiciled in the USA. Each policy, with the exception of workers' compensation policies, shall name Lessor as an additional insured, or contain an appropriate endorsement that achieves substantially the same result.

f) Prior to the time any work on the Premises shall commence under this Lease, Lessee will provide Lessor with certificates of insurance showing compliance with all property and liability insurance requirements under this Lease. A renewal certificate shall be provided prior to expiration of the current policies, showing no lapse in coverage.

g) The Parties hereby mutually waive and release their respective rights of recovery against each other, and their respective officers, employees, agents, for any loss of or damage to, either Parties' property or bodily injury not covered by workers' compensation, to the extent that such loss or damage is insured by an insurance policy (or in the event either party elects to self-insure any property coverage required) required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party.

h) Lessee will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the Premises.

i) Lessee further agrees to be liable for and to promptly pay, as if current rental, any increase in DMMW's insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Lessee's use of the Premises otherwise than as herein contemplated and agreed. Lessor agrees that any increased insurance costs must be substantiated as being attributable to Lessee's use of the Premises.

j) Subject to the notice and opportunity to cure provisions in Paragraph 13 in the event Lessee does not purchase the insurance required by this Lease or keep the same in full force and effect, Lessor may, but shall not be obligated to, purchase the necessary insurance and pay the premium. Lessee shall repay to Lessor, as additional rent, the amount so paid promptly upon demand. In addition, Lessor may recover from Lessee and Lessee agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages which Lessor may sustain by reason of the failure to Lessee to obtain and maintain such insurance.

20. Liability for Damage. Each Party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that Party (or their employees, agents, contractors, or invitees), except to the extent the loss is insured and subrogation is waived under this Lease.

21. Indemnity and Release. Lessee, and its, grantees, successors, and assigns, shall indemnify, defend, reimburse and hold harmless Lessor, and its trustees, officers, employees, attorneys, and agents, from all claims, including reasonable attorneys' fees, costs and expenses of defending against such claims, arising from any and all intentional torts, negligence and/or willful misconduct of Lessee or Lessee's employees, agents, invitees, contractors in or about the Premises.

Lessor, and its, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee, and its members, managers, officers, employees, attorneys, and agents, from all claims, including reasonable attorneys' fees, costs and expenses of defending against such claims, arising from any and all intentional torts, negligence or willful misconduct of Lessor or Lessor's employees, agents, invitees, or contractors occurring in or about the Parent Parcel.

Neither party shall indemnify the other if both Parties are at fault, and no indemnity shall apply to the extent the loss is insured and subrogation is waived under this Lease. The duties described herein for Lessor and Lessee survive termination or expiration of this Lease.

22. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

23. RESERVED

24. Lessee Environmental Compliance. Lessee represents, warrants, and agrees:

a) Lessee's use of the Premise will not include the use, generation, storage or disposal of any hazardous materials without Lessee first obtaining the written consent of Lessor. Lessee understands and agrees that Lessor's consent is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.

b) Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous materials used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

c) Lessee shall, upon demand of Lessor, and at Lessee's sole cost and expense, promptly take all actions to remediate the Premises or Parent Parcel which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises or Parent Parcel, which remediation is necessitated from the presence upon, about or beneath the Premises or Parent Parcel of a Hazardous Material existing or introduced in violation of this Paragraph by Lessee. Such actions shall include but not be limited to the investigation of the environmental condition of the Premises or Parent Parcel the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Premises or Parent Parcel to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Premises or Parent Parcel notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

25. Environmental Indemnities.

a) Lessor, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee its members, managers, officers, employees, attorneys, and agents from and against any and all claims, causes of action, damages, loss, costs, expense, penalties,

finances, lawsuits, liabilities, attorney fees, engineering and consulting fees, including, but not limited to, injury or death to persons or damage to property, which may result from, or arise out of, or be in any manner connected with or arising from the presence or release of hazardous materials upon, about or beneath the Premises or Parent Parcel, which conditions exist or existed prior to or at the time of the Effective Date of this Lease or which may occur at any time in the future, except that no indemnity for any presence or release first arising after the Effective Date shall apply: (i) to any presence or release occurring by reason of act or omission by Lessee or its sub-tenants or licenses and their respective employees, officers, agents, contractors and vendors; or (ii) to any presence or release occurring through no act or omission of Lessor after the Effective Date.

b) Lessee, its, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor and its trustees, officers, employees, attorneys, and agents from and against any and all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, including, but not limited to, injury or death to persons or damage to property, which may result from, or arise out of, or be in any manner connected with, or arising from the presence or release of hazardous materials upon, about or beneath the Premises or the Parent Parcel, occurring by reason of act or omission of Lessee or its sub-tenants or licenses and their respective employees, officers, agents, contractors and vendors.

c) The duties and indemnifications in this paragraph shall survive expiration or termination of this Lease.

26. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor to:

Attention: CEO & General Manager
Board of Water Works Trustees of the
City of Des Moines, Iowa
2201 George Flagg Parkway
Des Moines, IA 50321-1190

With a copy to:

John Lande
Dickinson, Mackaman, Tyler & Hagen, P.C.
699 Walnut Street, Suite 1600
Des Moines, IA 50309-3986

If to Lessee, to:

USCOC of Greater Iowa LLC
8410 West Bryn Mawr
Attention: Real Estate Lease Administration
Chicago, Illinois 60631

27. Title and Quiet Enjoyment. Lessor warrants and represents that:

- a) It has the full right, power, and authority to execute this Lease.
- b) It has good and marketable fee simple title to the Premises.
- c) There are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises. The execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party. Notwithstanding the forgoing, Lessor makes no representation or warranty that Lessee will be able to engage in the Intended Use to the extent the Intended use requires the agreement or consent of third parties that are not a party to this Agreement.
- d) The Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorney's fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

28. Assignment.

- a) Upon written notice to Lessee, Lessor, is permitted to transfer this Lease only in connection with the sale or transfer of the entire Parent Parcel and only on the following conditions:
 - i) The acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Parent Parcel.
 - ii) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment").

Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises without the consent of Lessee, which shall not be unreasonably withheld.

The Lessee will at any time, and from time to time, upon not less than thirty (30) days prior written notice from the Lessor execute, acknowledge and deliver to the Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as modified, is in full force and effect), and the date to which the Rent (including any additional rent) and other charges are paid in advance, if any, and that not more than one (1) month's Rent has been paid in advance, (b) acknowledging that there are not any uncured defaults on the part of the Lessor hereunder or specifying such defaults if any are claimed, (c) acknowledging that Lessee has no existing defenses or off-sets to the enforcement of the Lease (d) acknowledging that, provided the Commencement Date has occurred, that Lessee has accepted and occupied the Premises and (e) such other matters reasonably required by Lessor. Any such statement may be relied upon by a prospective purchaser, assignee or encumbrancer of all or any portion of the Parent Parcel. The Lessee's failure to deliver such a statement within such time frame shall be considered a default under this Lease and will be conclusive on the Lessee that (a) the Lease is in full force and effect, without modification except as may be represented by the Lessor, (b) that there are no uncured defaults in the Lessor's performance and (c) that not more than one month's Rent has been paid in advance.

b) Lessee may assign this Lease only to a purchaser of substantially all of Lessee's assets, and by operation of law in the event of merger where Lessee is not the surviving entity, upon written notice thereof to Lessor. Lessee may otherwise assign the Lease with written notice to and the consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Lessee Facility, and may assign this Lease and the Lessee Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute a commercially reasonable consent to leasehold financing as may reasonably be required by Secured Parties.

29. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, personal representatives and assigns.

30. Landlord's Lien. Lessor shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said Premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of Rent, or for termination of this lease because of Lessee's default in its performance.

31. Waiver of Incidental, Consequential and Punitive Damages. Except for indemnification provisions herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

32. Independent Status. Under no circumstances shall this Lease be construed as one of agency, sponsorship, joint venture, or employment between the Lessor and Lessee. None of the personnel under contract to or employed by Lessee as its authorized representatives shall be deemed to be employed by, or in any way to have any contractual relationship with Lessor whatsoever.

33. Miscellaneous.

a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any. The Parties agree to waive the right to trial by jury in any lawsuit that may be filed that is based on or related to this Agreement.

b) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

c) The Parties agree that except as stated elsewhere, there are no third-party beneficiaries of this Agreement, and that the terms of the Agreement are expressly for the Parties to this Agreement. No third-party has any rights or benefits arising from the performance of this Agreement.

d) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the Parties.

e) If either Party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other Party harmless from any claims for commission by such broker.

f) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

g) This Lease shall be construed in accordance with the laws of the State of Iowa.

h) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

i) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of lease and/or amendments thereto, in substantially the same form as attached hereto as Exhibit "C". Lessee may file such documents of record in the property records in the county in which the Premises are located. Any memorandum of lease filed for the Prior Lease,

shall be terminated in a form agreeable to the parties.

j) Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

k) RESERVED.

l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

m) The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

n) Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

o) Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign such Agreement, including facsimile or email electronic signatures.

34. Termination of Existing Lease. Upon the Commencement Date of this Lease, the Prior Lease and any and all other lease, easement or related agreements between the Parties related to the Parent Parcel are hereby terminated in all respects (including but not limited to any easement rights options, rights of first refusal or offer, or the like) and this Lease hereby wholly supersedes and replaces the same in all respects.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

Lessor:

Board of Water Works Trustees of the
City of Des Moines, Iowa

By: _____
Name: Andrea Boulton
Title: Chairperson
Date: _____

Attest: _____
Ted Corrigan, P.E.
CEO and General Manager

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Boulton and Ted Corrigan, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the Board of Water Works Trustees of the City of Des Moines, Iowa, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the _____ day of _____, 2024 and that Andrea Boulton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Water Works Trustees of the City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Lessee:

USCOC of Greater Iowa, LLC

By: _____
Name: _____
Title: Vice President
Date: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2024.

Notary Public

My commission expires _____

EXHIBIT A

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

Lot 4, Merle Hay-Aurora Place, an Official Plat located in and forming a part of the City of Des Moines, Iowa.

END.

EXHIBIT B

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 30 feet x 20 feet tract of land, together with Access and Utility Corridors for ingress, and egress and for utilities described and depicted on the attached As-Built Survey for U. S. Cellular, prepared by Edge Consulting Engineers, Inc., and dated July 24, 2023, and consisting of four sheets.

END.

EXHIBIT C

MEMORANDUM OF LEASE

Prepared By/Return to: Jeffrey G. Baxter, 699 Walnut Street, Suite 1600, Des Moines, IA 50309 (515) 244-2600

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is dated as of _____, the Effective Date, by and between The Board of Water Works Trustees of the City of Des Moines, Iowa, a municipal utility organized and existing under Chapter 388, Code of Iowa, and also known as Des Moines Water Works, as the Lessor, and USCOC of Greater Iowa, LLC, a Delaware limited liability company, as Lessee.

RECITALS

Lessor and Lessee entered into that certain Amended and Restated Ground Lease Agreement dated as of the Effective Date ("Lease"), the terms, provisions and conditions of which are incorporated in this Memorandum by this reference to the same extent as if recited in their entirety in this Memorandum, pursuant to which Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease Agreement, a certain portion of the real property located in the City of Des Moines, County of Polk, State of Iowa, commonly known as 4006 Merle Hay Road, Des Moines, IA 50310, as more particularly described in the Lease.

Unless otherwise expressly provided in this Memorandum, all defined terms used in this Memorandum shall have the meaning ascribed to such terms in the Lease.

AGREEMENT

Lessor and Lessee make specific reference to the following terms, provisions and conditions of the Lease:

Term. The Term of the Lease commences on the Effective Date and expires on December 1, 2026.

Renewal Periods. The Lease Agreement automatically renews unless Lessee provides written notice to Lessor at least one-hundred twenty (120) days before the expiration of the term. Unless otherwise terminated, the Lease has five (5) consecutive renewal terms of five (5) years

each.

Assignments; Subletting. Lessor has the right to assign the Lease Agreement in connection with the sale of the Parent Parcel, as that term is defined in the Lease. Lessee is not permitted to assign the Lease or sublet the Premises without the Lessor's consent, except to a purchaser of substantially all of Lessee's assets, or as collateral for a loan.

Recording. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES FOLLOW ON NEXT PAGE**

LESSOR

Board of Water Works Trustees of the
City of Des Moines, Iowa

By: _____
Name: Andrea Boulton
Title: Chairperson
Date: _____

Attest: _____
Ted Corrigan, P.E.
CEO and General Manager
Date: _____

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Boulton and Ted Corrigan, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the Board of Water Works Trustees of the City of Des Moines, Iowa, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2024 and that Andrea Boulton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Water Works Trustees of the City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

LESSEE

USCOC of Greater Iowa, LLC

By: _____
Name: _____
Title: Vice President
Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2024.

Notary Public

My commission expires _____



DES MOINES WATER WORKS
Board of Water Works Trustees

Agenda Item No. Information Items A-D
Meeting Date: January 23, 2024
Chairperson's Signature ☐ Yes ☒ No

AGENDA ITEM FORM

SUBJECT: Information Items

SUMMARY:

- A. Board Committee Reports
 - Finance and Audit Committee
 - Planning Committee
 - Greater Des Moines Botanical Garden Board
 - Des Moines Water Works Park Foundation
- B. CEO and General Manager's Comments
- C. Safety Update
- D. Contract Status and Professional Services Agreements

FISCAL IMPACT:

No impact to the budget.

RECOMMENDED ACTION:

For review and discussion.

BOARD REQUIRED ACTION:

Review and discussion.

<hr style="width: 100%; border: none; border-top: 1px solid black; margin-bottom: 5px;"/> (date)	<hr style="width: 100%; border: none; border-top: 1px solid black; margin-bottom: 5px;"/> (date)	 Ted Corrigan, P.E. CEO and General Manager
---	---	---

Attachments: DMWWPF Executive Summary, December Board Minutes, November 2023 Financials, Safety Update; Contract Status and Professional Services Agreements Spreadsheets

19 January 2024

Updates from the Des Moines Water Works Park Foundation

December Meeting Minutes attached along with November Financials.



Programming

2023 marked the first full season we have been able to have since completion of the major elements in Phase I. While we still are growing a diversified revenue stream this season did demonstrate that the park improvements and foundation are sustainable. We continue to add features and opportunities and expect an even better year financially in 2024. The final programming for 2023 was the installation of the Ice Thorns compliments of Wright Outdoor Solutions. They have been very popular with visitors and will stay up through winter. Events for 2024 are starting to shape up. Below is a list of confirmed dates but many more will come on line in the next few months as we add our free cultural series dates.



Coldest Night of the Year 5k – February 24

*Earth Day Eggstravaganza – April 20

Cake – May 11

Willie Nelson & Family – May 25

Iowa Craft Brew Festival – June 1

Robert Plant – June 11

John Pardi – June 13

Brantley Gilbert – July 11

80/35 Music Festival – July 12-13

*DM Symphony – September 7 – 8

*Bread & Puppet – September 25

Oktoberfest – September 27-29

IMT Des Moines Marathon – October 20

**Part of the Foundation's Free Cultural Series*



2024 Officers for DMWWPF Board

Crystal Franke – President

Andrea Boulton – Vice President

Brad Sporrer – Secretary

Ardis Kelley – Treasurer



DES MOINES WATER WORKS PARK FOUNDATION
Board of Directors Meeting
Friday, December 8 – Board Meeting - 12:00 - 1:30 PM
Meeting Minutes



DMWWPF Vision: *Water Works Park is the place where nature and people flourish.*

DMWWPF Mission: *Foster stewardship for clean water and nature through unique learning opportunities, cultural experiences, and outdoor adventures.*

BOD Members in Person Attendance: Andrea Boulton, Drew Manatt, Amy Jennings, Jenny Herrera, Taylor Boland, Ashley Aust, Crystal Franke, Matt Van Loon, Pat Bruner, Jason Stone

BOD Members Virtual: Chris Lightfoot, Ardis Kelley, and Corey Morrison

BOD Members Absent: Jen Cross and Brad Sporrer

Guests/Staff: Sam Carrell – DMWWPF; Teri TeBockhorst – DMWWPF; Mike McCurnin – DMWW;

- I. **Call to Order & Welcome/Affirm Agenda** – Crystal Franke called the meeting to order at 12:08 PM.
- II. **Approve Minutes**
 - Upon a motion by Ardis Kelley and second by Matt Van Loon, the Board of Directors unanimously approved the Des Moines Water Works Park Foundation Meeting Minutes for November 2023.
- III. **President's Report** – Jason Stone
 - Jason Stone mentioned the outgoing 2023 board members Amy Jennings and Matt Van Loon and the Board's appreciation for their work on the Board.
 - Jason Stone provided a recap of the momentum created in 2023 and discussed the handoff of the 2024 President to Crystal Franke.
 - Crystal Franke updated the board that we are going to be working on a staffing model for the Des Moines Water Works Park Foundation. Crystal Franke updated the board that the executive team is going to be reviewing the financials in January and come to the January Board Meeting with objectives for 2024.
- IV. **Financial Report** – Ardis Kelley
 - Ardis Kelley provided an update on the current cash flows and the expected year-end cash position for the Des Moines Water Works Park Foundation.
- V. **Committee Reports**
 - Governance – Ashley Aust
 - Approval of 2024 Board
 1. Upon a motion by Matt Van Loon and second by Amy Jennings, the Board of Directors unanimously approved the election of Keshia Fields, Ken Converse, MD Isley, and Tyler Strub to the 2024 Board of Directors of the Des Moines Water Works Park Foundation.
 - Approval of Jason Stone to have one year on the Board
 1. Upon a motion by Crystal Franke and second by Jenny Herrera, the Board of Directors unanimously approved the extension of term for Board Member Jason Stone through December 31, 2024.
 - Election of the 2024 Officers

1. Upon a motion by Pat Bruner and second by Taylor Boland, the Board of Directors unanimously approved the election of Crystal Franke as President, Andrea Boulton as Vice President, Ardis Kelley as Treasurer, and Brad Sporrer as Secretary of the Des Moines Water Works Park Foundation.
- Programming:
 - Jenny Herrera updated that Maryna Rath will be substituting on the Programming Board while Jenny is out for maternity leave in 2024. Jenny mentioned the Ice Thorn light feature currently displayed at the park. The food/drink vendors have been winterized for the season.
 - Marketing:
 - Chris Lightfoot gave an update on the website and we are getting ready to send an RFP to potential vendors.
 - Development:
 - Teri Wood TeBockhorst gave an update on the Winter Newsletter and the Members of the Park. We were able to get the concert attendees list and we are able to market to them as a permission-based marketer. We are working on an email to this list and focus on getting Members of the Park. Teri is working with several businesses and organizations on future events and sponsorships. We are wanting the Board to push the corporate tents and the memberships.
 - DMWW:
 - Mike McCurnin updated the Board on the DMWW – we are on our fourth record year for water sales. The regionalization effort is on track and exciting to see this coming together.

VI. Executive Director Report – Sam Carrell

- Carrell recognized outgoing President Jason Stone's service in 2023 along with outgoing board members Amy Jennings and Matt Van Loon, citing their important roles and contributions on the BOD and each serving Presidential terms, presenting Stone with a Gavel plaque and all three with signed limited editions prints of the project.
- Carrell thanked Mike, Pat and Andrea and mentioned that the DMWW staff has been great to work with and we appreciate their work on the Park.
- Sam updated the Board on the 2024 Schedule with four confirmed concerts.
- Sam updated the Board about the De ongoing discussions with DMWW on the depreciation Fund in the 28E Agreement with DMWW with a purpose of having cash in the event something happens. Sam will work with DMWW on possible adjustments on the parameters for the Depreciation Fund.
- Sam updated the Board on the Bridge. The City of Des Moines has approached DMWW to develop a preliminary design on the pedestrian/trail bridge in the park. The city is anxious to have a new bridge in place and currently DMWW is obligated to replace it if it fails. It is the intent of the DMWWPF to partner in the process and integrate it into phase II planning, but the DMWWPF is not currently obligated financially in the bridge's replacement.
- The Board got the Year End Highlight!

VII. Adjourn

- Upon a motion by Amy Jennings and second by Matt Van Loon, the board adjourned.

Des Moines Water Works Park Foundation

<i>Comparative Statements of Financial Position as of</i>	<u>November 30, 2023</u>	<u>October 31, 2023</u>	<u>December 31, 2022</u>
ASSETS			
Cash and Cash Equivalents	\$ 194,262.07	\$ 175,563.64	\$ 184,062.05
Investments - Endow Iowa	50,855.93	49,438.76	48,176.08
Pledges Receivable	493,207.07	493,207.07	634,107.07
Prepaid Expenses	1,653.59	1,984.22	1,005.28
Total Assets	\$ 739,978.66	\$ 720,193.69	\$ 867,350.48
Accounts Payable	\$ 9,755.03	\$ -	\$ 11,007.53
Accrued Expenses	1,730,212.29	1,730,212.29	1,790,212.29
Loan Payable - Line of Credit	373,204.55	373,204.55	484,370.55
Total Liabilities	\$ 2,113,171.87	\$ 2,103,416.84	\$ 2,285,590.37
NET ASSETS			
Net Assets without donor restrictions:			
Available to Spend	\$ 1,042,888.01	\$ 1,022,833.35	\$ 899,414.69
Net Assets with donor restrictions:			
Endow Iowa	50,855.93	49,438.76	48,176.08
Karras Kaul Sculpture (Ragbrai)	3,853.38	10,107.21	10,957.21
Park Improvement/Fleur Trail	(2,470,790.53)	(2,465,602.47)	(2,376,787.87)
Total Net Assets	\$ (1,373,193.21)	\$ (1,383,223.15)	\$ (1,418,239.89)
Total Liabilities and Net Assets	\$ 739,978.66	\$ 720,193.69	\$ 867,350.48

Des Moines Water Works Park Foundation
Consolidated Statement of Financial Activity and Change in Net Assets
For the eleven months ending November 30, 2023

	November-23					FISCAL YEAR TO DATE			Annual Budget
	Operating	Development	Programming	Capital	Total	Actual	Budget	Budget Variances	2023
REVENUES AND OTHER SUPPORT									
Corporate & Foundation Giving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,017.24	\$ 84,480.00	\$ (82,462.76)	\$ 92,160.00
Individual Gifts	-	1,809.00	-	-	1,809.00	20,925.86	4,583.33	16,342.53	5,000.00
Merchandise Sales	-	-	-	-	-	1,430.40	-	1,430.40	-
Miscellaneous Income	-	-	-	-	-	161.33	-	161.33	-
Park Sponsorship	-	-	-	-	-	-	114,583.33	(114,583.33)	125,000.00
Program Income	-	-	-	-	-	19,150.00	-	19,150.00	-
Special Event Income	-	-	48,667.40	-	48,667.40	359,927.62	45,833.33	314,094.29	50,000.00
User/Vendor Revenue	-	-	-	-	-	39,050.00	388,620.83	(349,570.83)	423,950.00
Investment Income, net of fees	1,940.58	-	-	0.57	1,941.15	6,838.21	-	6,838.21	-
Total Revenues and Other Support	\$ 1,940.58	\$ 1,809.00	\$ 48,667.40	\$ 0.57	\$ 52,417.55	\$ 449,500.66	\$ 638,100.83	\$ (190,191.90)	\$ 696,110.00
EXPENSES									
Accounting/Audit	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ 9,625.00	\$ 10,158.96	\$ (533.96)	\$ 11,082.50
Advancement Tools	-	-	-	-	-	10.70	-	10.70	-
Amphitheater Programming	-	7,080.30	2,915.75	-	9,996.05	73,887.65	96,250.00	(22,362.35)	105,000.00
Building Maintenance	-	-	6,253.83	-	6,253.83	58,117.13	-	58,117.13	-
Consulting Services	-	-	-	-	-	8,400.00	-	8,400.00	-
Community Programming	-	-	450.00	-	450.00	9,800.00	24,062.50	(14,262.50)	26,250.00
Development	-	-	-	-	-	-	73,791.67	(73,791.67)	80,500.00
Food Expense	-	-	-	-	-	200.41	-	200.41	-
Furnishing Expense	-	-	-	-	-	22,161.74	-	22,161.74	-
General Office	434.41	1,511.69	-	-	1,946.10	25,304.95	5,041.67	20,263.28	5,500.00
Governance	-	-	-	-	-	1,158.50	2,704.17	(1,545.67)	2,950.00
Information Technology	52.02	79.49	-	-	131.51	1,517.27	-	1,517.27	-
Interest Expense	-	-	-	5,188.63	5,188.63	33,635.81	32,083.33	1,552.48	35,000.00
Marketing	-	-	144.45	-	144.45	2,311.88	19,066.67	(16,754.79)	20,800.00
Misc. Expense	-	-	-	-	-	-	458.33	(458.33)	500.00
Office Equipment	-	-	-	-	-	1,780.25	-	1,780.25	-
Park Maintenance	-	-	-	-	-	-	41,250.00	(41,250.00)	45,000.00
Professional Services	-	6,526.26	-	-	6,526.26	65,613.14	-	65,613.14	-
Rent Expense	130.00	-	3,197.76	-	3,327.76	4,497.76	-	4,497.76	-
Staffing & Administrative Costs	6,400.00	-	-	-	6,400.00	73,770.00	140,800.00	(67,030.00)	153,600.00
Sponsorship Activity	-	-	-	-	-	225.00	-	225.00	-
Supplies Expense	-	-	-	-	-	240.00	-	240.00	-
Travel Expense	-	-	-	-	-	15.60	-	15.60	-
Utilities	-	-	1,148.02	-	1,148.02	10,556.19	10,499.50	56.69	11,454.00
Website Maintenance	-	-	-	-	-	1,625.00	-	1,625.00	-
Total Expenses	\$ 7,891.43	\$ 15,197.74	\$ 14,109.81	\$ 5,188.63	\$ 42,387.61	\$ 404,453.98	\$ 456,166.79	\$ (74,099.55)	\$ 497,636.50
Change in Net Assets	\$ (5,950.85)	\$ (13,388.74)	\$ 34,557.59	\$ (5,188.06)	\$ 10,029.94	\$ 45,046.68	\$ 181,934.04	\$ (116,092.35)	\$ 198,473.50
Net Assets, Beginning of Year						(1,418,239.89)			
Net Assets, End of Year						<u>\$ (1,373,193.21)</u>			

Unaudited - For Management Purposes

MEMORANDUM

DATE: January 16, 2024

TO: Ted Corrigan, CEO and General Manager
Kyle Danley, COO

FROM: Dylan White, Field Safety Specialist

SUBJECT: Safety Memo

Injuries

0 (last 12/27/2023)

Accidents

1 (1 preventable)

Near Misses

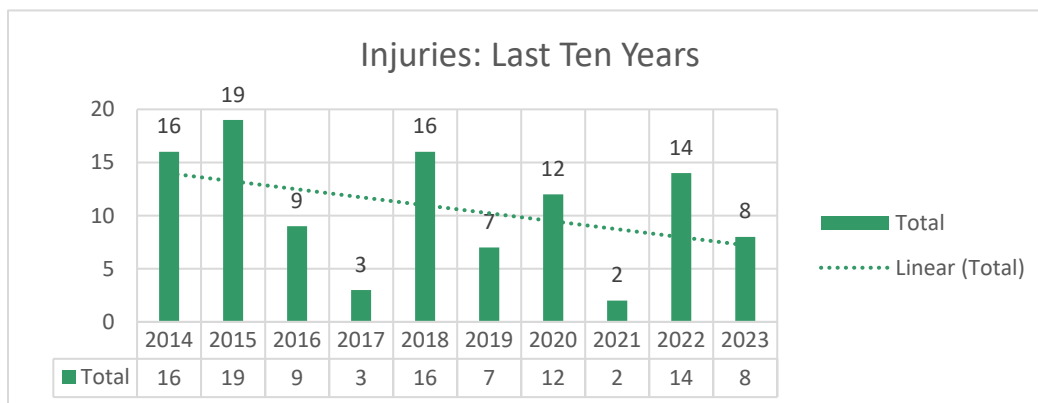
1 Awareness

2 Actionable (0% resolved)

In 2023 we ended with:

- ◆ 8 Recordable Injuries
 - 3 Sprain/Strains, 2 Exposures, 2 Slip/Trip/Fall, 1 Motor Vehicle
- ◆ 15 Vehicle Accidents
 - 8 preventable (3 backing), 7 non-preventable
- ◆ 11 Incidents
 - This new metric is tracked and accounts for events like damaged infrastructure and equipment. (i.e., gas line, nonmoving vehicle damage, etc.)
- ◆ 77 Near-Misses
 - 39/53 Actionables Resolved

Historical Injury Count



COMPETITIVE BIDS CONTRACT STATUS FOR JANUARY 2024

2021 Well Rehabilitation	SWTP sites complete. MWTP #6 cleaned. MWTP well pump #6 reinstallation slated in January 2024.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Layne Christensen Company, Inc. 2/14/2022 \$1,344,820.00 \$743,265.00 \$2,088,085.00 \$1,882,772.40 Feb-24
Norwalk Highway G14 Meter Vault	Electrical and control work being finalized.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Rognes Corp. 4/6/2022 \$536,000.00 \$2,853.00 \$538,853.00 \$450,673.02 Feb-24
Fleur Drive Operations Center Stormwater System Improvements - Phase 2	Construction is substantially complete. Acceptance deferred until resolution of transformer issue.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	WRH, Inc. 3/28/2022 \$1,179,900.00 \$24,622.89 \$1,204,522.89 \$1,129,571.75 Feb-24
McMullen High Service Pump Building HVAC and Roofing Upgrades	Construction in progress	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Brockway Mechanical & Roofing Co., Inc. 4/17/2023 \$233,094.00 \$6,950.00 \$240,044.00 \$149,223.15 Feb-24
Maffitt East Feeder Main - Valve Vault	Construction in progress	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	WRH, Inc. 6/12/2023 \$1,280,000.00 \$0.00 \$1,280,000.00 \$372,281.00 Apr-24
2023 Des Moines Water Main Replacement - Contract 1	Construction in progress	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Corell Contractor, Inc. 5/24/2023 \$2,145,227.00 \$3,592.50 \$2,148,819.50 \$1,898,936.50 Sep-24

COMPETITIVE BIDS CONTRACT STATUS FOR JANUARY 2024

DMWW Grounds Maintenance Facility	Construction in progress	Contractor	Henkel Construction Company
		Notice to Proceed	10/2/2020
		Original Contract Sum	\$3,780,900.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$3,780,900.00
		Total Completed to Date	\$446,685.16
		Anticipated Completion Date	Dec-24
MWTP Truck Scale Replacement	Construction in progress	Contractor	Edge Commercial
		Notice to Proceed	10/6/2023
		Original Contract Sum	\$823,000.00
		Net Change by Change Orders	\$5,236.00
		Contract Sum to Date	\$828,236.00
		Total Completed to Date	\$404,740.18
		Anticipated Completion Date	Mar-24
FDTP Closed Loop Cooling Systems	Construction in progress	Contractor	The Waldinger Corporation
		Notice to Proceed	10/30/2023
		Original Contract Sum	\$1,458,216.00
		Net Change by Change Orders	\$34,754.00
		Contract Sum to Date	\$1,492,970.00
		Total Completed to Date	\$80,743.08
		Anticipated Completion Date	Jun-24
IDOT Polk 35-80 Hickman Interchange	Pre-construction activities	Contractor	J&K Contracting, LLC
		Notice to Proceed	12/27/2023
		Original Contract Sum	\$1,234,567.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$1,234,567.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	Dec-24
2023 MWTP Chemical Feed Improvements	Pre-construction activities	Contractor	WRH, Inc.
		Notice to Proceed	12/27/2023
		Original Contract Sum	\$1,255,000.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$1,255,000.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	Jun-25
2023 FWTP - Pump Station HVAC Upgrades	Pre-construction activities	Contractor	Corn States Metal Fabricators, Inc.
		Notice to Proceed	1/15/2024
		Original Contract Sum	\$1,047,000.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$1,047,000.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	May-25
2024 Filter Media Replacement - Fleur Drive Water Treatment Plant	Pre-construction activities	Contractor	Hyrdo-Klean, LLC.
		Notice to Proceed	TBD
		Original Contract Sum	\$990,595.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$990,595.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	TBD

COMPETITIVE BIDS CONTRACT STATUS FOR JANUARY 2024

2023 Des Moines Water Main Replacement - Contract 4	Pre-construction activities	Contractor	Rognes Corporation
		Notice to Proceed	1/19/2024
		Original Contract Sum	\$1,844,549.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$1,844,549.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	Jan-24
2023 FWTP Distribution Building Improvements - Structural Repairs	Pre-construction activities	Contractor	Woodruff Construction, Inc.
		Notice to Proceed	TBD
		Original Contract Sum	\$97,327.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$97,327.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	TBD

COMPETITIVE QUOTATIONS CONTRACT STATUS FOR JANUARY 2024

2023 Des Moines Hydrant Relocations - Phase 1

Construction in progress

Contractor	J&K Contracting, LLC
Notice to Proceed	10/17/2023
Original Contract Sum	\$86,200.00
Net Change by Change Orders	\$0.00
Contract Sum to Date	\$86,200.00
Total Completed to Date	\$41,800.00
Anticipated Completion Date	May-24

Item IV-D

PROFESSIONAL SERVICES AGREEMENTS

Service	Selected Vendor	Date	Amount	Comments
Communications, Public Relations - Melissa Walker	MW Media Consultants, LLC	Q4 2020	\$4,000/month	COMPLETE
Legislative Advocacy	Advocacy Strategies	2020-2021	\$10,000/qtr	COMPLETE
Updates to Regional Cost Model with Retail Rate Impacts	FCS Group	1/1/2021	\$33,200	
2017 Long Range Plan Timeline Review	HDR Engineering	1/7/2021	\$18,000	COMPLETE
Social Media Consultant	Megan McDowell	2/15/2021	\$909.09/month	Independent contractor
Easement Exhibit for NW 26th Street Booster Station	JEO Consulting Group	2/8/2021	\$1,200	COMPLETE
Inspection Services for Pleasant Hill Tower painting	Dixon Engineering	2/11/2021	\$45,420	COMPLETE
Engineering Services - Drafting water main relocations for City of Des Moines Hamilton Drain - Phase 2	Kirkham Michael	2/25/2021	\$10,000	COMPLETE
Railroad Right-Of-Way Assistance	VAA Engineering	4/9/2021	\$5,000	COMPLETE
Drafting Assitance for Bondurant Meter Pit	Veenstra & Kimm, Inc.	4/9/2021	\$3,000	COMPLETE
Electrical Consultation: LP Moon Pump 8	Stanley Consultants	5/6/2021	\$9,500	COMPLETE
Design and construction services: Joint Eastside Booster Station Hypochlorite Feed System	Veenstra & Kimm, Inc.	6/8/2021	\$22,900	
Design and construction services: Operation Center Stormwater Pump Station Improvements	Veenstra & Kimm, Inc.	6/8/2021	\$50,150	
Roof Membrane Relaxation Design	WTI	7/2/2021	\$3,000	
Design and preconstruction for DSM River Intake Roofing and Structural Modification	Accord Architecture	7/2/2021	\$9,280	COMPLETE
Maffitt East Feeder Main Control Valve Design	Stanley Consultants	8/6/2021	\$46,920	COMPLETE
Engineering & Drafting assistance - 2021 DM WMR #4	JEO Consulting Group	8/16/2021	\$20,270	COMPLETE
Government Relations Services - October 1, 2021 - September 30, 2022	Woodberry Associates, LLC	9/22/2021	\$5,000/month	COMPLETE
Engineering Services - Drafting water main relocations for City of Des Moines SE Connector SE 30th to US Hwy 65	Kirkham Michael	9/24/2021	\$10,000	COMPLETE
Legislative Advocacy - October 1, 2021 - December 31, 2022	Advocacy Strategies	9/24/2021	\$53,125	\$10,625/qtr
Survey Services for 2022 WMR - SW 10th Place	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
Survey Services for 2022 WMR - SW 11th Street	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
Specs and Contract Documents for 2022 Tank Painting - Tenny	Dixon Engineering	11/24/2021	\$5,125	COMPLETE
Drafting and Design for City of DM 2nd Ave. Improvements Project - University Ave to 2nd Ave Bridge	Bolton & Menk	11/22/2021	\$39,510	
Survey Services for 2022 WMR - Luster Ln & SW 9th St	McClure Engineering	12/1/2021	\$19,325	COMPLETE
Specs and Contract Documents for 2022 Tank Painting - Runnells	Dixon Engineering	12/28/2021	\$6,625	COMPLETE
Communications, Public Relations - Melissa Walker	MW Media Consultants, LLC	1/1/2022	\$4,800/month	
Consulting Services for Replacement of Financial Mgmt. Software	Adbo Financial Solution	2/11/2022	\$98,400	
2022 Voice of the Customer Survey/Research	SPPG+Essman Research	3/21/2022	\$40,000	
Survey Services for 2022 Des Moines WMR - Contract 2	Snyder & Associates	3/22/2022	\$37,953	
Diversity and Inclusion Plan	Keen Independent Research	4/15/2022	\$49,985	
Inspection Services for Tenny Standpipe painting	KLM Engineering, Inc.	5/12/2022	\$60,295	
Engineering Services - Drafting water main relocations for City of Des Moines Hamilton Drain - Phase 3	Kirkham Michael	6/15/2022	\$20,000	
Engineering Svcs for City of DM E Court Ave from DM River to E14th St	Shive-Hattery	6/23/2022	\$112,500	
Grounds Maintenance Facility	SVPA Architects	6/30/2022	\$118,280	
Water Main Design for Windsor Heights 73rd St. Phase 1 Improvements	Bolten & Menk, Inc.	7/14/2022	\$30,000	
Development of Drafting Standards for Engineering Department	DTM Solutions	8/30/20022	\$13,200	
MicroStation Connect and OpenRoads Designer Training	DTM Solutions	8/30/2022	\$3,800	
Design, Bid, and Construction Administration Services - MWTP HVAC	Shive-Hattery	9/26/2022	\$25,750	
Engineering Services - Closed Loop Cooling Projects Planning Study	IMEG	9/27/2022	\$23,600	COMPLETE
Engineering Services - Vine Street Water Main Improvements	ISG, Inc.	11/4/2022	\$21,600	
FDWTP 5KV Study	KFI	11/16/2022	\$38,100	
DM River and NW Beaver Drive Geotechnical Exploration Services	Allender Butzke Engineers, Inc.	11/16/2022	\$15,000	
SWTP Transmission Improvements Design & Construction	Snyder & Associates	11/28/2022	\$1,078,400	
FDWTP Pumping Station HVAC - RTU Replacement	IMEG	12/29/2022	\$84,700	
Roof Relaxation Specs, Drawings and Bidding Documents	WTI	1/18/2023	\$7,250	
LP Moon ASR Pump Electrical Evaluation	AECOM	1/20/2023	\$7,800	
Hickman Feeder Main Relocation Design & Construction Services	Snyder & Associates	1/24/2023	\$82,700	
McMullen Truck Scale Improvements Engineering Services	Snyder & Associates	1/31/2023	\$63,500	
MWTP Chemical Feed Improvements Engineering Services	McClure Engineering	2/3/2023	\$106,670	
SWTP Capacity Expansion Design & Construction Services	HDR Engineering	2/6/2023	\$12,999,057	
Closed Loop Cooling Projects Design	IMEG	3/1/2023	\$47,300	COMPLETE
McKinley Ave Reconstruction from SW 9th to SW 14th	HR Green, Inc.	3/1/2023	\$70,500	
ASR at Polk County Pumping Station	Strand & Associates	3/14/2023	\$909,400	
2023 DM WMR Contract 2 Surveying Services	McClure Engineering	5/1/2023	\$64,746	
2023 DM WMR Contract 3 Surveying Services	McClure Engineering	5/1/2023	\$43,158	
Affordability Study	Raftelis	5/3/2023	\$79,785	
FDTP - Distribution Building Improvements	WJE	5/31/2023	\$70,000	
Maffitt East Feeder Main Control Valve Construction Testing	Allender Butzke Engineers, Inc.	6/6/2023	\$16,231	
Maffitt East Feeder Main Control Valve Design	Stanley Consultants	6/7/2023	\$40,000	
Maffit East Feeder Main Control Valve Cathodic Protect	Corpro Corrosion Companies	9/14/2023	\$5,000	
2023 DM WMR Contract 4 Surveying Services	Snyder & Associates	6/13/2023	\$26,624	
5 kV Switchgear Controls - Phase 1	KFI Engineers, Inc.	6/28/2023	\$119,000	

FDWTP Filtration Pilot Study	CDM Smith	6/29/2023	\$333,900	
FDWTP Filter Media Replacement	CDM Smith	7/14/2023	\$90,600	
Saylorville Water Treatment Plant RO Pilot	Wigen	8/9/2023	\$55,000	
Saylorville Water Treatment Plant RO Pilot	Harn	8/11/2023	\$62,750	
FDTP Closed Loop Cooling Systems	IMEG	8/15/2023	\$69,200	
FDTP - Distribution Building Improvements	SVPA Architects	8/30/2023	\$34,780	
2024 City of DM WMR Contract 1	McClure Engineering	8/31/2023	\$55,854	
MWTP Truck Scale Replacement	Allender Butzke Engineers, Inc.	8/31/2023	\$10,120.18	
FDTP Closed Loop Cooling Systems	Team Services, Inc	9/6/2023	\$960	
Maffitt East Feeder Main Control Valve Design	Corrpro Corrosion Companies	9/14/2023	\$5,000	
McMullen Slaker Room Access Walkway	McClure Engineering	10/24/2023	\$5,000	
DMWW Grounds Maintenance Facility - Construction Services	Snyder & Associates	11/9/2023	\$111,322	
DMWW Grounds Maintenance Facility - Construction Testing	Allender Butzke Engineers, Inc.	11/9/2023	\$14,000	
2024 City of DM WMR Contract 3	McClure Engineering	11/2/2023	\$10,935	
DMWW FWTP Pump Station HVAC Upgrades	Team Services, Inc	11/14/2023	\$720	
2024 DMWW Roof Repairs	Benchmark, Inc.	11/17/2023	\$44,100	