

**MEETING**  
**Board of Water Works Trustees**  
Des Moines Water Works  
February 22, 2022  
2201 George Flagg Parkway  
3:30 p.m.

Join Zoom Meeting  
<https://us02web.zoom.us/j/86404263313?pwd=KzhVWXhDQmVraUhVUEp4aW9LVzEvUT09>

Meeting ID: 864 0426 3313  
Passcode: 284990

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**Decision Agenda**

***I. Consent Agenda:***

- A. Minutes, January 25, 2022, Board of Water Works Trustees Meeting  
Minutes, February 1, 2022, Board of Water Works Trustees Meeting  
Minutes, February 3, 2022, Board of Water Works Trustees Meeting  
Minutes, February 8, 2022, Board of Water Works Trustees Meeting
- B. Financial Statements
- C. List of Payments for January 2022
- D. Summary of CEO-Approved Expenditures in Excess of \$20,000
- E. Next Meeting Date – March 22, 2022

***II. Public Comment Period:***

- Regional Governance

***III. Action Items:***

- A. Receive and File Draft Central Iowa Water Works 28E/28F Agreement
- B. Request Authorization to Solicit Bids for 2022 Tank Painting – Tenny Standpipe and Runnells Water Tower and Establish the Date of the Public Hearing as the Date of the April 2022 Board Meeting
- C. Request Authorization to Solicit Bids for 2022 Water Main Replacement Contract and Establish the Date of the Public Hearing as the Date of the April 2022 Board Meeting
- D. Request Authorization to Solicit Bids for 2022 Des Moines Water Main Replacement – Contract 1 and Establish the Date of the Public Hearing as the Date of the April 2022 Board Meeting

- E. Request Authorization to Execute the First 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
- F. Amendment to 28E Agreement Between the City of Des Moines, Iowa and the Board of Water Works Trustees of the City of Des Moines, Iowa for the Payment of PILOT Charges and Maintenance of Fleur Drive Medians and Availability of City Group Benefit Plans

**IV. Information Items:**

- A. Board Committee Reports
  - Planning Committee
  - Finance and Audit Committee
  - Bill Stowe Memorial Committee
  - Greater Des Moines Botanical Garden Board
  - Des Moines Water Works Park Foundation Board
- B. Staff Updates:
  - External Affairs
- C. CEO and General Manager's Comments
- D. Contract Status and Professional Services Agreements

<b>OSHA Recordable Injuries YTD: 2</b>	
Strain/Sprain:	2

**V. Adjournment**

Schedule of Board Activities – March & April Time: 3:30 p.m.		
<u>Date</u>	<u>Location</u>	<u>Meeting</u>
March 1	Board Room & Virtual	Planning Committee Meeting
March 8	Board Room & Virtual	Finance & Audit Committee Meeting
March 22	Board Room & Virtual	Board of Water Works Trustees
April 5	Board Room & Virtual	Planning Committee Meeting
April 12	Board Room & Virtual	Finance & Audit Committee Meeting
April 26	Board Room & Virtual	Board of Water Works Trustees

**AGENDA ITEM FORM**

**SUBJECT: Consent Agenda**

**SUMMARY:**

- A. Minutes, January 25, 2022, Board of Water Works Trustees Meeting  
**Request:** Approve January 25, 2022, Minutes  
Minutes, February 1, 2022, Board of Water Works Trustees Meeting  
**Request:** Approve February 1, 2022, Minutes  
Minutes, February 3, 2022, Board of Water Works Trustees Meeting  
**Request:** Approve February 3, 2022, Minutes  
Minutes, February 8, 2022, Board of Water Works Trustees Meeting  
**Request:** Approve February 8, 2022, Minutes
- B. Financial Statements
- At January 2022, total assets of the Des Moines Water Works were \$436.1 million, liabilities totaled \$56.2 million, deferred outflows totaled \$7.5 million, deferred inflows totaled \$7.3 million and contributions and retained earnings were \$380.1 million.
  - Total operating revenue for the month of January was \$5.7 million. Expenses (operating and non-operating) for the month were approximately \$6.1 million, leaving net earnings of approximately (\$0.4) million.
  - Request:** Receive and File for Audit the January 2022 Financial Statements.
- C. List of Payments for January 2022  
**Request:** Approve January 2022 payments
- D. Summary of CEO-approved expenditures in excess of \$20,000  
**Request:** Approve the CEO-approved expenditures in excess of \$20,000
- E. Next Meeting Date – March 22, 2022  
**Request:** Approve March 22, 2022, as the date of the next meeting of the Board of Water Works Trustees.

**FISCAL IMPACT:**


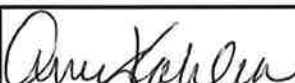

No impact to budget.

**RECOMMENDED ACTION:**

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

**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
2/17/22 (date)	2/14/22 (date)	2/17/22 (date)

Attachments: January 25, 2022, Board of Water Works Trustees Meeting Minutes; February 1, 2022, Board of Water Works Trustees Meeting Minutes; February 3, 2022, Board of Water Works Trustees Meeting Minutes; February 8, 2022, Board of Water Works Trustees Meeting Minutes; January 22 Financial Statements; List of Payments; Summary of CEO-approved expenditures in excess of \$20,000

**MINUTES OF CALLED MEETING OF THE BOARD OF WATER WORKS TRUSTEES  
PURSUANT TO NOTICE  
Tuesday, January 25, 2022**

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

Board Members: Chairperson Mr. Graham Gillette, presiding; Mr. Joel Aschbrenner, Ms. Andrea Bolton, Ms. Susan Huppert, and Ms. Diane Munns

Staff members: Rachel Brown, Pat Bruner, Nathan Casey, Ted Corrigan, Kyle Danley, Doug Garnett, Amy Kahler, Mike McCurnin, Jenny Puffer, Laura Sarcone, Jennifer Terry, and Michelle Watson

Also in attendance: John Lande and Rick Malm (legal counsel), and Melissa Walker (MW Media Consultants, LLC)

Mr. Gillette called the meeting to order at 3:30 p.m.

Consent Agenda

A motion was made by Ms. Munns, seconded by Ms. Boulton, to approve Consent Items A, B, C, D, E, F, and G (Approval of Minutes, December 21, 2021, Board of Water Works Trustees Meeting; Minutes, January 4, 2022, Board of Water Works Trustees Meeting; Minutes, January 11, 2022, Board of Water Works Trustees Meeting; Minutes, January 18, 2022, Board of Water Works Trustees Meeting; Receipt and filing of the financial statements for audit purposes; Approval of Payments for December 2021; Approval of Summary of CEO-Approved Expenditures in Excess of \$20,000; Approval of Reserve Funds Investments Policy; Approval of Depositories for Des Moines Water Works Funds; and Approval of February 22, 2022, as the next meeting of the Board of Water Works Trustees). Upon roll-call vote, the motion was adopted, with each member of the Board voting in favor of the motion.

Public Comment Period

No comments were received from the public.

Award Norwalk Highway G14 Meter Vault

A Public Hearing was opened by Chairperson Gillette to receive comments from the public regarding the form of contract, plans and specifications, and estimated cost for the Norwalk Highway G14 Meter Vault project. Receiving no oral or written comments, the Public Hearing was closed.

A motion was made by Ms. Boulton for adoption of the form of contract, plans and specifications, and estimated cost for the Project. The motion was seconded by Ms. Huppert. Upon vote, the motion was adopted, with each member of the Board voting in favor of the motion.

An analysis of the bids received was presented and considered.

Work on the Norwalk Highway G14 Meter Vault will call for the installation of a meter vault equipped with metering equipment and appurtenances to complete connections to the City of Norwalk's 16-inch feeder main. This work is the final component of the Norwalk Water Utility Improvements.

A motion was made by Ms. Huppert, seconded by Mr. Aschbrenner, to award the Norwalk Highway G14 Meter Vault contract to Rognes Corp. in the amount of \$536,000 and authorize the Chairperson and CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with each member of the Board voting in favor of the motion.

#### Award Fleur Drive Operations Center Stormwater System Improvements – Phase 2 Contract

A Public Hearing was opened by Chairperson Gillette to receive comments from the public regarding the form of contract, plans and specifications, and estimated cost for the Fleur Drive Operations Center Stormwater System Improvements – Phase 2 project. Receiving no oral or written comments, the Public Hearing was closed.

A motion was made by Mr. Aschbrenner for adoption of the form of contract, plans and specifications, and estimated cost for the Project. The motion was seconded by Ms. Munns. Upon vote, the motion was adopted, with each member of the Board voting in favor of the motion.

An analysis of the bids received was presented and considered.

This project will construct a new stormwater pump station at the Fleur Drive Operations Center with a capacity for storm events with a recurrence interval of five years.

A motion was made by Mr. Aschbrenner, seconded by Ms. Boulton, to award the Fleur Drive Operations Center Stormwater System Improvements – Phase 2 contract to WRH, Inc., in the amount of \$1,179,900 and authorize the Chairperson and the CEO and General Manager to execute the contract. Upon vote, the motion was adopted, with each member of the Board voting in favor of the motion.

#### Easement for Water Main in City of Des Moines Observatory Road Reconstruction Project

An easement is required across real estate owned by the City of Des Moines to accommodate the relocation of the existing fire hydrant connected to the DMWW 30-inch diameter feeder main for a city paving project that includes the parking lot where the fire hydrant is currently located. Staff and legal counsel have been involved with developing the terms and conditions of the easement and have no objections to those terms and conditions.

A motion was made by Ms. Munns, and seconded by Ms. Boulton, to authorize the Chairperson to execute the document, titled Permanent Easement for Water Main Right-of-Way, granting an easement to the Des Moines Water Works for a water main in the City of Des Moines' Observatory Road Reconstruction project. Upon roll-call vote, the motion was adopted, with each member of the Board voting in favor of the motion.

#### Board Committee Reports

The following reports were provided:

- Planning Committee – No meeting held in January.
- Finance and Audit Committee – No meeting held in January.
- Bill Stowe Memorial – Mr. Gillette reported there have been several meetings recently and the committee anticipates sharing ideas with the Board in the first part of this year.
- Greater Des Moines Botanical Garden – Mr. Gillette had no update to report.

- Des Moines Water Works Park Foundation Board – Ms. Boulton reported that there is a goal to close the gap on funding of the Fleur Drive Ruan Connector by the end of 2022.

#### Staff Updates

External Affairs - Ms. Terry provided updates on water quality, education, public relations, and strategic planning efforts.

#### CEO and General Manager's Comments

Mr. Corrigan shared DMWW's 2022 Strategic Initiatives including Key Performance Indicators (KPIs) with the Board. The initiatives will be the utility's focus this year, taking place of the prior form used to track progress toward goals for the year.

#### Regional 28E Review – Possible Closed Session

A closed session was proposed to discuss the Regional 28E Agreement and consider regionalization process strategy.

A motion was made by Ms. Huppert, seconded by Ms. Munns, to go into closed session pursuant to:

- Iowa Code Section 388.9(1), to discuss marketing and pricing strategies and proprietary information that may impact its competitive position by public disclosure not required of potential or actual competitors related to ongoing negotiations over creating an integrated regional water authority. Each of these topics should be discussed in closed session to avoid disclosure likely to prejudice or disadvantage the position of the Des Moines Water Works.
- Iowa Code Section 622.10 to request and receive legal advice from retained legal counsel and to avoid waiver of the attorney-client privilege.
- Iowa Code Section 22.7(65) to review a tentative and preliminary draft prior to completion of the 28E agreement; and
- Iowa Code Section 21.5(1)(a) to discuss or review records which are required or authorized by state or federal law to be kept confidential.

Upon roll-call vote, the motion was adopted, with Mr. Aschbrenner, Ms. Boulton, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion.

The meeting then went into closed session.

The Board subsequently returned to open session.

No action was taken as a result of the closed session discussion.

Adjournment – Meeting adjourned by unanimous consent.

5:06 p.m. adjourned

**MINUTES OF SPECIAL CALLED MEETING OF THE BOARD OF WATER WORKS  
TRUSTEES PURSUANT TO NOTICE  
Tuesday, February 1, 2022**

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

Board Members: Chairperson Mr. Graham Gillette, presiding; Mr. Joel Aschbrenner, Ms. Andrea Boulton, Ms. Sue Huppert, and Ms. Diane Munns

Staff members: Rachel Brown, Pat Bruner, Ted Corrigan, Amy Kahler, Laura Sarcone, Jennifer Terry, and Michelle Watson

Also in attendance: Patricia Boddy, John Lande (legal counsel), Rick Malm (legal counsel), Melissa Walker (MW Media Consultants, LLC)

Mr. Gillette called the meeting to order at 3:30 p.m.

Regionalization Public Relations Plan

Ms. Walker shared DMWW's Regionalization Communications Plan. The layered plan seeks to inform multiple areas or audiences of the public, taking into consideration all audiences that the development of Central Iowa Water Works could affect: from DMWW employees to its customers, both retail and wholesale, to its suburban partners. Efforts will be focused on: social media, website, newsletters, meetings/town halls, talking points, and op-eds.

Regional 28E Review – Closed Session

A motion was made by Ms. Huppert, seconded by Ms. Boulton, to go into closed session pursuant to:

- Iowa Code Section 388.9(1), to discuss marketing and pricing strategies and proprietary information that may impact its competitive position by public disclosure not required of potential or actual competitors related to ongoing negotiations over creating an integrated regional water authority. Each of these topics should be discussed in closed session to avoid disclosure likely to prejudice or disadvantage the position of the Des Moines Water Works.
- Iowa Code Section 622.10 to request and receive legal advice from retained legal counsel and to avoid waiver of the attorney-client privilege.
- Iowa Code Section 22.7(65) to review a tentative and preliminary draft prior to completion of the 28E agreement; and
- Iowa Code Section 21.5(1)(a) to discuss or review records which are required or authorized by state or federal law to be kept confidential.

Upon roll-call vote, the motion was adopted, with Mr. Aschbrenner, Ms. Boulton, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion. The meeting then went into closed session.

The Board subsequently returned to open session.

No action was taken as a result of, or following, the closed session discussion.

Public Comments

There were no comments from the public.

Adjournment – Meeting adjourned by unanimous consent.

5:01 p.m. adjourned

**MINUTES OF SPECIAL CALLED MEETING OF THE BOARD OF WATER WORKS  
TRUSTEES PURSUANT TO NOTICE  
Thursday, February 3, 2022**

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

Board Members: Chairperson Mr. Graham Gillette, presiding; Mr. Joel Aschbrenner, Ms. Andrea Boulton, Ms. Sue Huppert, and Ms. Diane Munns

Staff members: Ted Corrigan, Kyle Danley, Amy Kahler, and Michelle Watson

Also in attendance: John Lande (legal counsel), Rick Malm (legal counsel)

Mr. Gillette called the meeting to order at 3:30 p.m.

Regional 28E Review – Closed Session

A motion was made by Ms. Boulton, seconded by Ms. Huppert, to go into closed session pursuant to:

- Iowa Code Section 388.9(1), to discuss marketing and pricing strategies and proprietary information that may impact its competitive position by public disclosure not required of potential or actual competitors related to ongoing negotiations over creating an integrated regional water authority. Each of these topics should be discussed in closed session to avoid disclosure likely to prejudice or disadvantage the position of the Des Moines Water Works.
- Iowa Code Section 622.10 to request and receive legal advice from retained legal counsel and to avoid waiver of the attorney-client privilege.
- Iowa Code Section 22.7(65) to review a tentative and preliminary draft prior to completion of the 28E agreement; and
- Iowa Code Section 21.5(1)(a) to discuss or review records which are required or authorized by state or federal law to be kept confidential.

Upon roll-call vote, the motion was adopted, with Mr. Aschbrenner, Ms. Boulton, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion. The meeting then went into closed session.

The Board subsequently returned to open session.

No action was taken as a result of, or following, the closed session discussion.

Public Comments

There were no comments from the public.

Adjournment – Meeting adjourned by unanimous consent.

5:12 p.m. adjourned



**MINUTES OF SPECIAL CALLED MEETING OF THE BOARD OF WATER WORKS  
TRUSTEES PURSUANT TO NOTICE  
Tuesday, February 8, 2022**

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

Board Members: Chairperson Mr. Graham Gillette, presiding; Mr. Joel Aschbrenner, Ms. Andrea Boulton, Ms. Sue Huppert, and Ms. Diane Munns

Staff members: Ted Corrigan, Amy Kahler, and Michelle Watson

Also in attendance: John Lande (legal counsel), Rick Malm (legal counsel)

Mr. Gillette called the meeting to order at 3:30 p.m.

Regional 28E Review – Closed Session

A motion was made by Mr. Aschbrenner, seconded by Ms. Huppert, to go into closed session pursuant to:

- Iowa Code Section 388.9(1), to discuss marketing and pricing strategies and proprietary information that may impact its competitive position by public disclosure not required of potential or actual competitors related to ongoing negotiations over creating an integrated regional water authority. Each of these topics should be discussed in closed session to avoid disclosure likely to prejudice or disadvantage the position of the Des Moines Water Works.
- Iowa Code Section 622.10 to request and receive legal advice from retained legal counsel and to avoid waiver of the attorney-client privilege.
- Iowa Code Section 22.7(65) to review a tentative and preliminary draft prior to completion of the 28E agreement; and
- Iowa Code Section 21.5(1)(a) to discuss or review records which are required or authorized by state or federal law to be kept confidential.

Upon roll-call vote, the motion was adopted, with Mr. Aschbrenner, Ms. Boulton, Mr. Gillette, Ms. Huppert, and Ms. Munns voting in favor of the motion. The meeting then went into closed session.

The Board subsequently returned to open session.

No action was taken as a result of, or following, the closed session discussion.

Public Comments

There were no comments from the public.

Adjournment – Meeting adjourned by unanimous consent.

5:04 p.m. adjourned

**DES MOINES WATER WORKS  
FINANCIAL STATEMENT COMMENTS  
FOR THE MONTH ENDED January 31, 2022**

**STATEMENT OF NET POSITION**

Below are summaries of financial position and activity for the month of January 2022:

**Summary Net Position (in millions)**

	<b>Jan 31, 2022</b>	<b>Dec 31, 2021</b>
Cash	\$26.7	\$26.3
Invested Cash	5.0	5.0
Accounts Receivable	9.4	9.8
Operating Reserves	12.8	12.8
Revenue Bond Reserves	0.2	0.2
Other Assets	5.5	5.6
Fixed Assets	569.2	569.2
Less: Accumulated Depreciation	<u>(217.0)</u>	<u>(215.9)</u>
Net Fixed Assets	352.2	353.3
Construction in Progress	<u>24.3</u>	<u>23.9</u>
Total Assets	<u>436.1</u>	<u>437.0</u>
Deferred Outflows of Resources	7.5	7.5
<b>Total Assets &amp; Deferred Outflows of Resources</b>	<b><u>443.6</u></b>	<b><u>444.5</u></b>
Current Liabilities	9.8	10.3
Long-Term Liabilities	44.5	44.5
Other Liabilities	<u>1.9</u>	<u>1.9</u>
Total Liabilities	56.2	56.7
Deferred Inflows of Resources	7.3	7.3
Net Position	<u>380.1</u>	<u>380.5</u>
<b>Total Liabilities, Deferred Inflows of Resources &amp; Net Position</b>	<b><u>443.6</u></b>	<b><u>444.5</u></b>

## STATEMENT OF EARNINGS

Summary information from the Statement of Earnings is as follows:

	January 2022	Year to date 2022	Year to date 2021
<b>Operating Revenue</b>	\$ 5.7 million	\$ 5.7 million	\$ 5.4 million
<b>Operating Expenses</b>	\$ 6.1 million	\$ 6.1 million	\$ 6.1 million
<b>Other Income (Expense)</b>	\$ (0.0) million	\$ (0.0) million	\$ (0.0) million
<b>Net Earnings</b>	\$ (0.4) million	\$ (0.4) million	\$ (0.8) million

The table below summarizes expenses for the period-to-date ended January 2022 and 2021:

### OPERATING EXPENSES

Year-to-Date Ending January 31, 2022 and 2021

	YTD Jan 2022	% of Total	YTD Jan 2022	% of Total
Labor	\$ 1,366,169	27%	\$ 1,624,502	32%
Benefits	689,179	14%	734,599	15%
Purchased Services	1,868,129	37%	1,810,734	36%
Materials and Equipment	288,281	6%	226,237	4%
Chemicals	661,749	13%	465,880	9%
Utilities/Telephone	11,124	0%	19,361	0%
Insurance	112,474	2%	152,023	3%
Postage	15,764	0%	15,936	0%
Other	26,055	1%	12,787	0%
	\$ 5,038,924	100%	\$ 5,062,059	100%

## CHANGES IN INVESTMENTS

	Change from Prior Month	Average Annual Return
Bond Reserves	(\$9)	0.03%
Operating Reserves	(\$2,252)	0.13%
Invested Operating Cash	\$243	0.13%

### Comments

Pension fund investments decreased by \$2.8 million for the month of January 2022. The pension fund balance as of January 31, 2022, was \$61.1 million.

## PROJECT EXPENSES

Total expenditures for operating projects through January 2022 were approximately \$5.0 million or 9% of the operating budget. Overall expenditures on capital projects were approximately \$0.4 million or 1% of the capital budget.

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
For the Period Ending January 31, 2022 and December 31, 2021

	2022	2021	Change
<b>ASSETS</b>			
<b>Cash</b>			
Petty Cash	\$ 1,900	\$ 1,900	
Interest Bearing Cash	26,654,675	26,324,418	
Total	\$ 26,656,575	\$ 26,326,318	\$ 330,257
<b>Invested Cash</b>			
<b>Operating</b>			
Cash on Hand	\$ 3,410,208	\$ 3,410,425	
U.S. Government Securities	1,591,361	1,590,900	
Total	\$ 5,001,568	\$ 5,001,325	\$ 243
<b>Accounts Receivable</b>			
Accounts Receivable	\$ 6,962,441	\$ 7,357,025	
Accounts Receivable Unbilled	2,451,278	2,451,278	
Accrued Interest Receivable	2,020	1,160	
Total	\$ 9,415,739	\$ 9,809,463	\$ (393,724)
<b>Reserves (Invested)</b>			
<b>Operating</b>			
Cash On Hand	\$ 6,298,627	\$ 6,301,673	
U.S. Government Securities	6,485,884	6,485,090	
Total	\$ 12,784,511	\$ 12,786,763	\$ (2,252)
<b>Revenue Bond Reserves (Invested)</b>			
Cash on Hand	\$ 214,230	\$ 214,239	
U.S. Government Securities	-	-	
Total	\$ 214,230	\$ 214,239	\$ (9)
<b>Other Assets</b>			
Materials in Stock Accounts	\$ 4,159,569	\$ 4,130,745	
Water Receivable Long-Term	173,047	172,651	
Prepaid Insurance	932,646	1,036,273	
Prepaid Expense	306,086	306,086	
Accum Unrealized Gain/(Loss) Invest	(40,904)	(11,878)	
Total	\$ 5,530,444	\$ 5,633,876	\$ (103,432)

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
For the Period Ending January 31, 2022 and December 31, 2021

	2022	2021	Change
<b>ASSETS-CONTINUED</b>			
<b>Fixed Assets</b>			
Land & Right of Way	\$ 8,208,369	\$ 8,208,369	
Structures and Machinery	165,875,283	165,875,283	
Water Supply System	59,372,828	59,372,828	
Urbandale Booster System	509,687	509,687	
Pipelines	266,459,469	266,459,469	
Meters	31,700,015	31,700,015	
Laboratory Equipment	786,078	786,078	
Distribution Equipment	1,361,239	1,361,239	
Mobile Equipment	3,795,095	3,795,095	
Vehicles	2,968,974	2,968,974	
Office Equipment	1,341,093	1,341,093	
MIS Equipment	26,823,802	26,823,802	
Total	\$ 569,201,931	\$ 569,201,931	
Accumulated Depreciation	(216,978,341)	(215,913,861)	
Construction in Progress	\$ 24,302,654	23,901,096	
Total Fixed Assets	\$ 376,526,245	\$ 377,189,166	\$ (662,922)
<b>TOTAL ASSETS</b>	<b>\$ 436,129,313</b>	<b>\$ 436,961,151</b>	<b>\$ (831,838)</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension Related Amounts	7,511,696	7,511,696	
Total	\$ 7,511,696	\$ 7,511,696	\$ -
<b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 443,641,009</b>	<b>\$ 444,472,847</b>	<b>\$ (831,838)</b>

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
For the Period Ending January 31, 2022 and December 31, 2021

	2022	2021	Change
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	\$ 655,502	\$ 1,145,850	
Construction Payables	1,536,113	2,360,344	
Salaries and Wages Payable	1,370,847	1,252,225	
Accrued Leave	3,974,240	3,974,240	
State Tax Payable	164,211	116,056	
Work Comp Reserves	449,260	449,260	
Revenue Bond Interest Payable	523	262	
Revenue Bonds Payable Current	157,000	157,000	
Deferred Revenue - Current	0	0	
Billing Service Deposits	1,526,820	791,484	
Unclaimed Refunds	12,196	10,178	
Total	\$ 9,846,712	\$ 10,256,898	\$ (410,186)
<b>Long Term Liabilities</b>			
Revenue Bond Payable	\$ -	\$ -	
Deferred Revenue	8,084,344	8,084,344	
Pension Liability	17,568,986	17,568,986	
Other Post-Employment Benefit Liability	18,793,745	18,793,745	
Other Non-Current Liabilities	32,859	32,859	
Total	\$ 44,479,934	\$ 44,479,934	\$ -
<b>Other Liabilities</b>			
Deposits by Consumers	\$ 1,920,639	\$ 1,921,275	
Project H2O	254	254	
Miscellaneous Liabilities	(1,014)	(1,014)	
Total	\$ 1,919,879	\$ 1,920,515	\$ (636)
<b>TOTAL LIABILITIES</b>	<b>\$ 56,246,525</b>	<b>\$ 56,657,348</b>	<b>\$ (410,822)</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension Related Amounts	\$ 5,199,586	\$ 5,199,586	
Other Post-Employment Benefit Amounts	2,122,572	2,122,572	
Total	\$ 7,322,158	\$ 7,322,158	\$ -
<b>NET POSITION</b>	<b>\$ 380,072,326</b>	<b>\$ 380,493,342</b>	<b>\$ (421,016)</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES &amp; NET POSITION</b>	<b>\$ 443,641,009</b>	<b>\$ 444,472,847</b>	<b>\$ (831,838)</b>

**Des Moines Water Works**  
**PRELIMINARY Statement of Earnings and Retained Earnings**  
**For the Month Ended January 31, 2022, the One Month Ending January 31, 2022**  
**and the One Month Ending January 31, 2021**

	Current Month 2022	Year-To-Date 2022	Yearly Budget 2022	Actual vs. Budget Variance	Year-To-Date 2021	Year-To-Date Current vs. Prior Year
<b>OPERATING REVENUE</b>						
Water Sales	\$ 5,507,561	\$ 5,507,561	\$ 73,094,345	\$ (67,586,784)	\$ 5,001,237	\$ 506,324
Sewer Services - Runnells	7,752	7,752	82,412	(74,660)	6,609	1,143
Late Fees	33,336	33,336	330,000	(296,664)	16,876	16,460
Billed Debt Service	-	-	-	-	199,551	(199,551)
Other Sales and Services	113,228	113,228	3,044,112	(2,930,884)	102,684	10,544
Billing Services Revenue	2,160	2,160	1,954,280	(1,952,120)	1,892	268
Land Use Revenue	15,727	15,727	172,800	(157,073)	13,197	2,530
Connection Fees	32,185	32,185	750,000	(717,815)	7,083	25,102
Purchase Capacity	-	-	-	-	60,215	(60,215)
Cash Discount and Refunds	212	212	-	212	388	(176)
Total Operating Revenues	\$ 5,712,161	\$ 5,712,161	\$ 79,427,949	\$ (73,715,788)	\$ 5,409,732	\$ 302,429
<b>OPERATING EXPENSES</b>						
Labor	\$ 1,366,169	\$ 1,366,169	\$ 17,064,713	\$ 15,698,544	\$ 1,624,502	\$ 258,334
Benefits	290,448	290,448	4,179,900	3,889,452	307,390	16,942
Retirement Benefits	398,731	398,731	5,079,100	4,680,369	427,209	28,478
Postage	15,764	15,764	490,000	474,236	15,936	172
Telephone	11,124	11,124	307,500	296,376	17,756	6,632
Insurance	112,474	112,474	1,575,000	1,462,526	152,023	39,549
Casualty Loss	-	-	100,000	100,000	143	143
Loss on Bad Accounts	(168)	(168)	150,000	150,168	(2,191)	(2,023)
Purchased Services	1,868,129	1,868,129	11,040,604	9,172,475	1,810,734	(57,395)
Training	3,647	3,647	158,860	155,213	-	(3,647)
Materials and Equipment	288,281	288,281	3,901,960	3,613,679	226,237	(62,044)
Chemicals	661,749	661,749	5,769,749	5,108,000	465,880	(195,869)
Utilities	-	-	3,000,300	3,000,300	1,605	1,605
Gasoline/Fuel	22,576	22,576	228,660	206,084	14,835	(7,741)
Total Operating Expense	\$ 5,038,924	\$ 5,038,924	\$ 53,046,346	\$ 48,007,422	\$ 5,062,059	\$ 23,136
Depreciation Expense	\$ 1,064,480	1,064,480	12,773,760	11,709,280	1,070,340	5,860
Net Income from Operations	(391,243)	(391,243)	13,607,843	(13,999,086)	(722,667)	331,424
Other Income (Expense) :						
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions From Subdividers	-	-	-	-	-	-
Investment Income	919	919	177,000	(176,081)	335	584
Net Change - Investment Values	(30,430)	(30,430)	-	(30,430)	(6,715)	(23,715)
Interest Expense / Amortization	(262)	(262)	(2,748)	2,486	(41,196)	40,934
Gain/Loss on Fixed Assets	-	-	-	-	-	-
Other Income/Expense	-	-	-	-	-	-
Other Income (Expense), net	\$ (29,773)	\$ (29,773)	\$ 174,252	\$ (204,025)	\$ (47,576)	\$ 17,803
Net Earnings	<u>\$ (421,016)</u>	<u>\$ (421,016)</u>	<u>\$ 13,782,096</u>	<u>\$ (14,203,111)</u>	<u>\$ (770,243)</u>	<u>\$ 349,227</u>
Retained Earnings, January 1		\$ 380,493,342			\$ 355,237,315	
Ending Retained Earnings		<u>\$ 380,072,326</u>			<u>\$ 354,467,072</u>	

**DES MOINES WATER WORKS  
STATEMENT OF INVESTMENT CHANGES  
FOR THE MONTH ENDED JANUARY 31, 2022**

**BOND RESERVES**

	Balance at 12/31/2021	Additions	Deductions	Balance at 1/31/2022
Cash on Hand	\$214,239	4	14	\$214,230
U.S. Government Securities	\$0	(0)	-	0
Total Bond Reserves	\$214,239	\$4	\$14	\$214,230

The average annual interest earned was 0.03%.

**INVESTED RESERVES**

	Balance at 12/31/2021	Additions	Deductions	Balance at 1/31/2022
<b>Operating</b>				
Cash on Hand	\$6,301,673	148	3,194	\$6,298,627
U.S. Government Securities	\$6,485,090	795	-	6,485,884
Total Invested Reserves	\$12,786,763	\$943	\$3,194	\$12,784,511

The average annual interest earned was 0.13%.

**INVESTED OPERATING CASH**

	Balance at 12/31/2021	Additions	Deductions	Balance at 1/31/2022
<b>Operating</b>				
Cash on Hand	\$3,410,425	95	312	\$3,410,208
U.S. Government Securities	\$1,590,900	461	-	1,591,361
Total Invested Reserves	\$5,001,325	\$556	\$312	\$5,001,568

The average annual interest earned was 0.13%.



**DES MOINES WATER WORKS  
STATEMENT OF INVESTMENT CHANGES  
YEAR TO DATE 2021**

**PENSION FUND**

	Balance 1/1/2022	Transfers, Expenses & Deposits	Benefit Payments	Investment Return	Balance at 1/31/2022	YTD % Return
<b><i>Fixed Income</i></b>						
Mellon Capital Mgmt - Bond Market Index	6,583,916		(304,474)	(132,212)	6,147,230	-2.10%
Neuberger Berman / Mellon / DDJ - High Yield I	2,532,418			(60,543)	2,471,875	-2.39%
Principal Global Investors - Income	21,540,862			(435,359)	21,105,504	-2.02%
<b><i>Large U.S. Equity</i></b>						
Principal Global Investors - Equity Income	7,381,045			(189,178)	7,191,868	-2.56%
Principal Global Investors - Large Cap S&P 500 Index	4,528,714			(235,479)	4,293,235	-5.20%
T. Rowe Price / Brown Advisory - Large Cap Growth	7,222,302			(806,598)	6,415,704	-11.17%
<b><i>Small/Mid U.S. Equity</i></b>						
Robert Baird / Eagle Asset Mgmt - Mid Cap Growth III	1,052,226			(134,152)	918,074	-12.75%
DFA / Vaughan Nelson / LA Capital - Small Cap Value II	530,679			(19,816)	510,863	-3.74%
AB / Brown / Emerald - Small Cap Growth I	506,694			(68,508)	438,186	-13.52%
LA Capital Mgmt / Victory - Mid Cap Value I	1,067,160			(41,371)	1,025,790	-3.87%
<b><i>International Equity</i></b>						
Causeway / Barrow Hanley - Overseas	2,352,617			59,996	2,412,612	2.55%
Principal Global Investors / DFA - International Small Cap	1,075,686			(72,511)	1,003,174	-6.74%
Principal Global Investors - Diversified International	5,597,781			(281,386)	5,316,395	-5.02%
Origin Asset Management LLP - Origin Emerging Markets	1,891,501			(49,837)	1,841,664	-2.63%
<b>Total Principal Financial</b>	<b>\$ 63,863,603</b>	<b>\$ -</b>	<b>\$ (304,474)</b>	<b>\$ (2,466,954)</b>	<b>\$ 61,092,176</b>	<b>-3.88%</b>

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

	YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating						
Office of the CEO/General Manager	\$126,379	\$1,646,636	\$0	\$1,646,636	\$1,520,257	8%
Customer Service	\$329,980	\$4,934,341	\$0	\$4,934,341	\$4,604,361	7%
Engineering	\$151,653	\$1,658,345	\$0	\$1,658,345	\$1,506,692	9%
Finance	\$487,205	\$4,484,748	\$0	\$4,484,748	\$3,997,543	11%
Human Resources	\$86,640	\$785,367	\$0	\$785,367	\$698,727	11%
Information Technology	\$287,875	\$3,185,636	\$0	\$3,185,636	\$2,897,761	9%
Office of the Chief Operating Officer	\$1,420,185	\$3,249,238	\$0	\$3,249,238	\$1,829,053	44%
Water Distribution	\$723,862	\$9,114,805	\$0	\$9,114,805	\$8,390,943	8%
Water Production	\$1,425,144	\$23,987,230	\$0	\$23,987,230	\$22,562,086	6%
Total Operating	\$5,038,924	\$53,046,346	\$0	\$53,046,346	\$48,007,424	9%
Capital						
Office of the CEO/General Manager	\$0	\$0	\$0	\$0	\$0	No Budget
Customer Service	\$33,001	\$1,426,682	\$0	\$1,426,682	\$1,393,681	2%
Engineering	\$161,033	\$39,830,333	\$50,000	\$39,880,333	\$39,719,300	0%
Finance	\$0	\$0	\$0	\$0	\$0	No Budget
Human Resources	\$0	\$0	\$0	\$0	\$0	No Budget
Information Technology	\$978	\$1,385,761	\$0	\$1,385,761	\$1,384,783	0%
Office of the Chief Operating Officer	\$13,685	\$34,000	\$0	\$34,000	\$20,315	40%
Water Distribution	\$15,271	\$1,387,499	\$0	\$1,387,499	\$1,372,228	1%
Water Production	\$181,861	\$1,867,936	\$0	\$1,867,936	\$1,686,075	10%
Total Capital	\$405,831	\$45,932,211	\$50,000	\$45,982,211	\$45,576,380	1%
Total Project Costs	\$5,444,755	\$98,978,557	\$50,000	\$99,028,557	\$93,583,804	5%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Office of the CEO/General Manager**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
950-200	New Business, Community & Economic Dev	\$952	\$76,547	\$0	\$76,547	\$75,595	1%
996-001	CEO Department Administration	\$72,835	\$348,695	\$0	\$348,695	\$275,861	21%
996-030	Board Activities	\$13,339	\$706,915	\$0	\$706,915	\$693,576	2%
996-200	Business Strategies	\$10,038	\$177,925	\$0	\$177,925	\$167,887	6%
996-210	Project Management	\$8,126	\$36,837	\$0	\$36,837	\$28,711	22%
995-010	Public Policy - WS Advocate	\$21,088	\$299,717	\$0	\$299,717	\$278,629	7%
Total Operating		\$126,379	\$1,646,636	\$0	\$1,646,636	\$1,520,257	8%
OCEO Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	\$0
Total Office of CEO/General Manager		\$126,379	\$1,646,636	\$0	\$1,646,636	\$1,520,257	8%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Customer Service**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
950-001	Cust Svc Dept Administration	\$150,288	\$2,096,417	\$0	\$2,096,417	\$1,946,129	7%
950-100	Contact Center Operations	\$87,011	\$1,202,073	\$0	\$1,202,073	\$1,115,062	7%
950-300	Communications/PR	\$4,251	\$250,876	\$0	\$250,876	\$246,625	2%
950-600	Field Customer Service	\$88,431	\$1,384,975	\$0	\$1,384,975	\$1,296,544	6%
	Total Operating	\$329,980	\$4,934,341	\$0	\$4,934,341	\$4,604,361	7%
Capital							
955-060	Field Cust Svc Capital	\$31,286	\$1,426,682	\$0	\$1,426,682	\$1,395,396	2%
955-100	Contact Center Capital	\$0	\$0	\$0	\$0	\$0	No Budget
925-160	Radio Frequency Project	\$1,715	\$0	\$0	\$0	(\$1,715)	No Budget
	Total Capital	\$33,001	\$1,426,682	\$0	\$1,426,682	\$1,393,681	2%
Total Customer Service		\$362,982	\$6,361,023	\$0	\$6,361,023	\$5,998,041	6%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Engineering**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
940-001	Engineering Dept Administration	\$141,169	\$1,575,127	\$0	\$1,575,127	\$1,433,958	9%
940-010	Engineering Studies	\$10,484	\$83,218	\$0	\$83,218	\$72,734	13%
	Total Operating	\$151,653	\$1,658,345	\$0	\$1,658,345	\$1,506,692	9%
Capital							
945-010	Facility Management	\$42,695	\$5,108,687	\$50,000	\$5,158,687	\$5,115,992	1%
945-012	New ASR Well	\$0	\$5,905,175	\$0	\$5,905,175	\$5,905,175	0%
945-080	WMR - Des Moines	\$28,284	\$7,505,366	\$0	\$7,505,366	\$7,477,082	0%
945-090	WMR - Polk County	\$4,835	\$2,814,908	\$0	\$2,814,908	\$2,810,073	0%
945-095	WMR - Windsor Heights	\$1,758	\$574,290	\$0	\$574,290	\$572,532	0%
945-100	WMR - Pleasant Hill	\$0	\$0	\$0	\$0	\$0	No Budget
945-200	Development Plan Review & Inspection	\$18,361	\$280,140	\$0	\$280,140	\$261,779	7%
945-210	Core Network Feeder Mains	\$266	\$915,559	\$0	\$915,559	\$915,293	0%
945-220	Fleur Drive Treatment Plant	\$11,451	\$7,470,644	\$0	\$7,470,644	\$7,459,193	0%
945-225	McMullen Water Treatment Plant	\$3,278	\$1,626,863	\$0	\$1,626,863	\$1,623,585	0%
945-228	Saylorville Water Treatment Plant	\$13,900	\$6,413,530	\$0	\$6,413,530	\$6,399,630	0%
945-230	Remote Facilities - Pumping & Storage	\$9,456	\$0	\$0	\$0	(\$9,456)	No Budget
945-235	Joint NW Storage, PS and Feeder Mains	\$14,345	\$0	\$0	\$0	(\$14,345)	No Budget
945-245	Joint SW Storage, PS and Feeder Mains	\$4,831	\$0	\$0	\$0	(\$4,831)	No Budget
945-250	Waukee-Xenia Feeder Main & Pump Station	\$7,574	\$0	\$0	\$0	(\$7,574)	No Budget
945-255	Bondurant Feeder and Pump Station	\$0	\$1,215,171	\$0	\$1,215,171	\$1,215,171	0%
	Total Capital	\$161,033	\$39,830,333	\$50,000	\$39,880,333	\$39,719,300	0%
Total Engineering		\$312,686	\$41,488,678	\$50,000	\$41,538,678	\$41,225,992	1%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Finance**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
930-001	Finance Dept Administration	\$60,851	\$984,601	\$0	\$984,601	\$923,750	6%
930-010	Financial Services	\$161,833	\$2,172,868	\$0	\$2,172,868	\$2,011,035	7%
930-090	Purchasing	\$10,248	\$96,381	\$0	\$96,381	\$86,133	11%
950-410	A/R Management	\$45,594	\$913,398	\$0	\$913,398	\$867,804	5%
970-010	Central Stores	\$8,678	\$117,500	\$0	\$117,500	\$108,822	7%
970-500	GDMBG Operations and Maintenance	\$200,000	\$200,000	\$0	\$200,000	\$0	100%
	Total Operating	\$487,205	\$4,484,748	\$0	\$4,484,748	\$3,997,543	11%
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		\$487,205	\$4,484,748	\$0	\$4,484,748	\$3,997,543	11%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Human Resources**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
910-001	HR Dept Administration	\$20,979	\$291,281	\$0	\$291,281	\$270,302	7%
910-010	Employee Relations	\$11,608	\$193,950	\$0	\$193,950	\$182,342	6%
910-060	Employment	\$28,992	\$94,309	\$0	\$94,309	\$65,317	31%
910-110	Compensation/Benefits	\$24,943	\$152,434	\$0	\$152,434	\$127,491	16%
910-150	Employee Learning & Growth	\$117	\$53,393	\$0	\$53,393	\$53,276	0%
Total Operating		\$86,640	\$785,367	\$0	\$785,367	\$698,727	11%
Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	No Budget
Total Human Resources		\$86,640	\$785,367	\$0	\$785,367	\$698,727	11%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Information Technology**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
920-001	IT Dept Administration	\$51,813	\$755,124	\$0	\$755,124	\$703,311	7%
920-160	Technical Services	\$11,234	\$290,444	\$0	\$290,444	\$279,210	4%
920-240	IT Development & Application Svcs	\$2,686	\$68,958	\$0	\$68,958	\$66,272	4%
920-250	IT Services	\$191,381	\$1,230,840	\$0	\$1,230,840	\$1,039,459	16%
920-350	System Services	\$30,761	\$840,270	\$0	\$840,270	\$809,509	4%
	Total Operating	\$287,875	\$3,185,636	\$0	\$3,185,636	\$2,897,761	9%
Capital							
925-010	Info Systems Capital	\$978	\$1,385,761	\$0	\$1,385,761	\$1,384,783	0%
	Total Capital	\$978	\$1,385,761	\$0	\$1,385,761	\$1,384,783	0%
Total Information Technology		\$288,853	\$4,571,397	\$0	\$4,571,397	\$4,282,544	6%



DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Office of the Chief Operating Officer**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
993-000	OCOO Dept Administration	\$4,554	\$69,782	\$0	\$69,782	\$65,228	7%
960-510	Risk & Incident Management	\$37,483	\$822,188	\$0	\$822,188	\$784,705	5%
910-240	Safety	\$12,740	\$231,081	\$0	\$231,081	\$218,341	6%
970-060	Grounds Maintenance	\$35,570	\$796,349	\$0	\$796,349	\$760,779	4%
	Department Operating	\$90,347	\$1,919,400	\$0	\$1,919,400	\$1,829,053	5%
960-511	Flood Response & Repairs	\$0	\$0	\$0	\$0	\$0	No Budget
970-060	Grounds Maintenance - PILOT	\$1,329,838	\$1,329,838	\$0	\$1,329,838	\$0	100%
	Total Operating	\$1,420,185	\$3,249,238	\$0	\$3,249,238	\$1,829,053	44%
Capital							
975-005	Grounds Maintenance Capital	\$13,685	\$34,000	\$0	\$34,000	\$20,315	40%
	Total Capital	\$13,685	\$34,000	\$0	\$34,000	\$20,315	40%
Total Office of the COO		\$1,433,870	\$3,283,238	\$0	\$3,283,238	\$1,849,368	44%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Water Distribution**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
960-001	Water Dist Dept Administration	\$269,997	\$3,828,989	\$0	\$3,828,989	\$3,558,992	7%
960-010	Distribution Administration	\$8,488	\$213,995	\$0	\$213,995	\$205,507	4%
960-100	Dist System Maint/Repairs	\$260,307	\$2,872,733	\$0	\$2,872,733	\$2,612,426	9%
960-160	Water Distribution Support	\$37,452	\$576,125	\$0	\$576,125	\$538,673	7%
960-180	Leak Detection	\$51,265	\$711,738	\$0	\$711,738	\$660,473	7%
960-250	Distribution Billed Services	\$51,214	\$691,191	\$0	\$691,191	\$639,977	7%
960-500	Distribution Water Quality	\$45,139	\$220,034	\$0	\$220,034	\$174,895	21%
	Total Operating	\$723,862	\$9,114,805	\$0	\$9,114,805	\$8,390,943	8%
Capital							
965-010	Distribution System Improvements	\$3,731	\$1,353,499	\$0	\$1,353,499	\$1,349,768	0%
965-025	Dist Billed Services Capital	\$0	\$20,700	\$0	\$20,700	\$20,700	0%
965-200	Leak Detection Equipment	\$11,540	\$13,300	\$0	\$13,300	\$1,760	87%
	Total Capital	\$15,271	\$1,387,499	\$0	\$1,387,499	\$1,372,228	1%
Total Water Distribution		\$739,133	\$10,502,304	\$0	\$10,502,304	\$9,763,171	7%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended January 31, 2022  
8% of Year Completed

**Water Production**

		YTD Actual	Yearly Budget 2022	Budget Adjustment / Carry Over	Net Yearly 2022 Budget	Variance	% of Budget
Operating							
970-110	Facility Maintenance	\$25,459	\$578,390	\$0	\$578,390	\$552,931	4%
970-200	Vehicle Maintenance	\$61,174	\$1,062,519	\$0	\$1,062,519	\$1,001,345	6%
970-360	Communication Sys Maintenance	\$1,374	\$49,278	\$0	\$49,278	\$47,904	3%
970-450	HVAC Operations & Maintenance	\$6,351	\$138,540	\$0	\$138,540	\$132,189	5%
980-001	Water Production Dept Admin	\$324,760	\$3,972,706	\$0	\$3,972,706	\$3,647,946	8%
980-010	Water Production Operations	\$94,620	\$1,084,457	\$0	\$1,084,457	\$989,837	9%
980-020	Fleur Treatment Chem/Energy	\$539,322	\$6,268,728	\$0	\$6,268,728	\$5,729,406	9%
980-030	McMullen Treatment Chem/Energy	\$87,972	\$4,354,799	\$0	\$4,354,799	\$4,266,827	2%
980-040	Saylorville Treatment Chem/Energy	\$56,534	\$1,063,537	\$0	\$1,063,537	\$1,007,003	5%
980-200	Fleur Plant Maintenance	\$79,463	\$1,937,213	\$0	\$1,937,213	\$1,857,750	4%
980-250	McMullen Plant Maintenance	\$36,036	\$555,127	\$0	\$555,127	\$519,091	6%
980-300	Saylorville Plant Maintenance	\$22,366	\$502,896	\$0	\$502,896	\$480,530	4%
980-350	WP Maintenance Oversight	\$11,515	\$217,924	\$0	\$217,924	\$206,409	5%
980-410	Louise P. Moon Pumping & Maint.	\$16,709	\$540,754	\$0	\$540,754	\$524,045	3%
980-420	PC PS Maintenance	\$2,947	\$152,034	\$0	\$152,034	\$149,087	2%
980-430	DM Remote Storage & Pumping	\$16,550	\$741,686	\$0	\$741,686	\$725,136	2%
980-500	Routine Laboratory Monitoring	\$39,374	\$615,442	\$0	\$615,442	\$576,068	6%
980-530	Source Water Quality	\$2,619	\$151,200	\$0	\$151,200	\$148,581	2%
	Total Operating	\$1,425,144	\$23,987,230	\$0	\$23,987,230	\$22,562,086	6%
Capital							
985-010	Water Production Reinvestment	\$15,011	\$968,298	\$0	\$968,298	\$953,287	2%
975-010	Vehicle Capital	\$166,850	\$899,638	\$0	\$899,638	\$732,788	19%
	Total Capital	\$181,861	\$1,867,936	\$0	\$1,867,936	\$1,686,075	10%
Total Water Production		\$1,607,006	\$25,855,166	\$0	\$25,855,166	\$24,248,160	6%

**Consent Agenda  
Item 1-C**

MONTHLY SCHEDULE FOR THE MONTH OF JANUARY 2022

ACCOUNTS PAYABLE MONTHLY SCHEDULE	Weekly Check Runs	6,685,354.10
EMPLOYEE PAYROLL	Bi Weekly Payrolls	<u>825,110.96</u>
TOTAL		<u><u>\$7,510,465.06</u></u>

# PAYMENTS FOR JANUARY, 2022

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
10722	Des Moines Water Works Credit Union	Credit Union Payable	\$31,722.00
12122	Des Moines Water Works Credit Union	Credit Union Payable	31,581.00
13122	Discovery Benefits	Flex Spending - Reimbursements	11,681.17
122479	Treasurer State of Iowa	Iowa State Sales Tax Payable	49,561.85
144848	Treasurer State of Iowa	Iowa Water Excise Tax Payable	101,650.00
175187	Treasurer State of Iowa	Iowa Water Excise Tax Payable	66,494.38
179089	ADP, LLC	Purchased Services	8,442.15
220107	Principal Life Insurance	Deferred Compensation Payable	61,375.64
220121	Principal Life Insurance	Deferred Compensation Payable	70,185.26
258376	Greater Des Moines Botanical Gardens	Purchased Services	200,000.00
258377	Iowa Department of Natural Resources	Purchased Services	235.90
258378	Des Moines Water Works Petty Cash	Materials & Supplies	984.95
258379	Jethro's Southside	Food & Beverages	426.35
258380	Master Single Payment Vendor	Refunds	202.87
258381	Master Single Payment Vendor	Refunds	11.73
258382	Master Single Payment Vendor	Refunds	29.09
258383	Master Single Payment Vendor	Refunds	41.53
258384	Master Single Payment Vendor	Refunds	1,546.40
258385	Master Single Payment Vendor	Refunds	142.30
258386	Master Single Payment Vendor	Refunds	102.21
258387	Master Single Payment Vendor	Refunds	108.83
258388	Master Single Payment Vendor	Refunds	68.57
258389	Master Single Payment Vendor	Refunds	1,584.64
258390	Master Single Payment Vendor	Refunds	85.14
258391	Master Single Payment Vendor	Refunds	43.07
258392	Master Single Payment Vendor	Refunds	101.36
258393	Master Single Payment Vendor	Refunds	82.96
258394	Master Single Payment Vendor	Refunds	64.47
258395	Master Single Payment Vendor	Refunds	84.86
258396	Master Single Payment Vendor	Refunds	50.66
258397	Master Single Payment Vendor	Refunds	183.54
258398	Master Single Payment Vendor	Refunds	154.67
258399	Master Single Payment Vendor	Refunds	95.00
258400	Master Single Payment Vendor	Refunds	1,707.56
258401	Master Single Payment Vendor	Refunds	102.66
258402	Master Single Payment Vendor	Refunds	1,900.00
258403	Master Single Payment Vendor	Refunds	23.80
258404	Master Single Payment Vendor	Refunds	1,447.52
258405	Acme Tools	Inventory	66.96
258406	Alex Vizcarra	Safety Glasses	311.91
258407	Amazon Capital Services Inc	Materials & Supplies	376.65
258408	Austin Westerman	Safety Clothing	187.50
258409	Badger Daylighting	Contractors	2,059.17
258410	Baker Electric, Inc.	Purchased Services	1,586.53
258411	Baker Group	Purchased Services	1,360.24
258412	Board of Certified Safety Professionals	Licenses & Certifications	220.00
258413	Brad Adams	Materials & Supplies	75.47
258414	CTI Ready Mix	Concrete	2,431.50
258415	Capital Sanitary Supply	Inventory	194.84
258416	Carquest	Vehicle Maintenance Materials	105.41
258417	City Supply Corporation	Inventory	518.60
258418	City of Des Moines	Contractors	1,090.00
258419	Commercial Supply Co	Inventory	107.12
258420	Consolidated Electrical Distributors	Materials & Supplies	330.00
258421	Core and Main	Inventory	447.98
258422	Cortrol Process Systems	Inventory	449.57
258423	Cross Precision Measurement	Contractors	565.28

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258424	DXP	Inventory	337.83
258425	Daniel Rule	Safety Clothing	200.00
258426	Data Source Media	Inventory	103.00
258427	Des Moines Iron Company	Vehicle Maintenance Materials	711.30
258428	Dex Media	Advertising	68.00
258429	Doug Garnett	Mileage	87.58
258430	Douglas K. Oscarson	Consultants	1,798.20
258431	Dultmeier Sales LLC	Inventory	64.93
258432	Electrical Engineering & Equipment Co.	Inventory	1,523.57
258433	Electronic Engineering Company	Materials & Supplies	165.25
258434	Factory Motor Parts Company	Vehicle Maintenance Materials	616.80
258435	Fastenal Company	Inventory	48.10
258436	Fisher Scientific	Inventory	190.03
258437	Force Fitters	Employee Job Costs	628.25
258438	Grainger, Inc.	Materials & Supplies	1,353.14
258439	Graybar Electric Company	Inventory	664.09
258440	Hawkins Water Treatment Group	Inventory	1,428.57
258441	Home City Ice	Park Materials	390.20
258442	IMEG Corp	Consultants	1,500.00
258443	In The Bag	Food & Beverages	146.50
258444	Ingersoll Rand	Purchased Services	742.83
258445	Iowa Department of Natural Resources	Maintenance Contracts	260.00
258446	Iowa Public Radio	Advertising	1,133.60
258447	James Wells	Safety Clothing	200.00
258448	Jeff Gillum	Safety Clothing	200.00
258449	Jeremy Banks	Safety Clothing	180.02
258450	Joseph Cook	Safety Clothing	200.00
258451	Larry's Window Service, Inc.	Purchased Services	220.00
258452	Lawson Products, Inc.	Inventory	13.85
258453	Liberty Tire Recycling Services Iowa	Purchased Services	811.42
258454	Logan Contractors Supply, Inc.	Inventory	216.85
258455	MSC Industrial Supply Company	Vehicle Maintenance Materials	92.04
258456	McDonald Supply	Materials & Supplies	82.34
258457	McMaster-Carr Supply Company	Inventory	530.71
258458	Mickinen Miller	Safety Clothing and Safety Glasses	422.48
258459	Midwest Office Technology, Inc.	Printing & Copies	798.10
258460	Midwest Wheel Companies	Vehicle Maintenance Materials	133.40
258461	New Pig Corporation	Inventory	1,596.48
258462	Nite Owl Printing	Office Supplies	1,105.00
258463	O'Halloran International	Vehicle Maintenance Materials	93.27
258464	Office Installation Services, Inc.	Office Equipment	480.00
258465	Plumb Supply Company	Materials & Supplies	446.77
258466	Premier Safety	Inventory	278.28
258467	Progressive Machine Tool	Delivery/Freight	1,200.00
258468	Protex Central, Inc.	Contractors	966.43
258469	Radwell International	Inventory	2,396.19
258470	Richtman Printing	Office Supplies	145.60
258471	Springer Pest Solutions DSM	Purchased Services	134.00
258472	Star Equipment, Ltd.	Contractors	108.00
258473	Storey-Kenworthy Company	Office Supplies	553.06
258474	Straub Corporation	Inventory	1,967.70
258475	Tinker Tooling	Inventory	1,175.72
258476	Tompkins Industries, Inc.	Vehicle Maintenance Materials	148.61
258477	Torgerson Excavating	Plumbing	1,750.00
258478	Total Tool	Materials & Supplies	1,465.98
258479	ULINE	Office Equipment	993.26
258480	USA Bluebook	Inventory	504.11

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258481	USA Safety Supply Corp	Inventory	29.44
258482	Utility Equipment Company	Materials & Supplies	58.04
258483	Vessco	Inventory	1,453.31
258484	Vibra Screw Inc.	Inventory	322.29
258485	Warren Water District	Purchased Services	1,751.20
258486	Waste Solutions of Iowa	Purchased Services	1,563.00
258487	Wayne Dalton of Central Iowa	Purchased Services	851.50
258488	Wes Jarnigan, Inc.	Purchased Services	1,650.00
258489	West Des Moines Water Works	Sewer	56.53
258490	All Makes Office Equip	Office Equipment	9,232.20
258491	B & C Commercial Cleaning L.C.	Purchased Services	6,000.00
258492	Bankers Trust Company	Corporate Credit Card	3,042.85
258493	Bonnie's Barricades	Contractors	3,868.00
258494	CarbPure	Inventory	41,704.40
258495	Chemtrade Chemicals US LLC	Inventory	15,661.20
258496	Cintas	Purchased Services	3,008.18
258497	City of Alleman	Alleman Payable	7,663.87
258498	City of Cumming	Billing Service Revenue	5,277.55
258499	City of Des Moines	Purchased Services	2,879.77
258500	City of Pleasant Hill	Billing Service Revenue	233,446.52
258501	City of Runnells	Billing Service Revenue	7,003.86
258502	City of Windsor Heights	Billing Service Revenue	52,415.11
258503	Consolidated Water Solutions	Inventory	8,080.00
258504	Dixie Petro-Chem, Inc.	Inventory	11,998.37
258505	Evoqua Water Technologies LLC	Tools	10,867.48
258506	General Fire & Safety Equipment	Purchased Services	4,596.00
258507	Greenfield Plaza Sanitary Sewer	Billing Service Revenue	20,572.64
258508	HDR Engineering	Contractors	43,130.00
258509	Hach Chemical Company	Inventory	5,124.08
258510	HomeServe USA	Billing Service Revenue	205,111.77
258511	I'll Do It	Contractors	13,325.00
258512	IDEXX Laboratories, Inc.	Materials & Supplies	2,517.69
258513	Indelco Plastics	Materials & Supplies	2,557.28
258514	Iowa One Call	Purchased Services	3,721.10
258515	J & K Contracting LLC	Contractors	137,772.33
258516	JMT Trucking	Contractors	9,755.68
258517	Kemira Water Solutions, Inc	Inventory	18,389.62
258518	Mail Services LLC	Postage	6,100.11
258519	Martin Marietta Aggregates	Inventory	8,880.22
258520	Mid American Energy	Utilities - Electric & Natural Gas	10,640.18
258521	Mississippi Lime Company	Inventory	81,795.55
258522	Municipal Supply, Inc.	Inventory	19,417.93
258523	Polk County	Billing Service Revenue	56,200.74
258524	Polk County Treasurer	Billing Service Revenue	27,844.29
258525	Power Seal	Inventory	2,591.98
258526	Reppert Rigging & Hauling Co.	Contractors	17,690.00
258527	S.D. Myers, Inc.	Contractors	7,073.00
258528	Servicemaster Commercial Carpet, Inc.	Purchased Services	4,940.00
258529	Snyder & Associates, Inc.	Contractors	11,620.70
258530	Team Services, Inc.	Contractors	3,537.40
258531	United Rental Trench Safety	Contractors	2,571.60
258532	Urbandale/Windsor Heights Sanitary Dist	Billing Service Revenue	34,934.86
258533	Van Meter Industrial, Inc.	Materials & Supplies	11,045.22
258534	Veenstra & Kimm, Inc.	Contractors	4,967.00
258535	Water Research Foundation	Subscriptions	17,241.00
258536	Woodland Lake Estate Association	Woodland Lakes Estates Payable	4,332.83
258537	Iowa Department of Natural Resources	Purchased Services	100.00

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258538	Master Single Payment Vendor	Refunds	116.94
258539	Master Single Payment Vendor	Refunds	112.48
258540	Master Single Payment Vendor	Refunds	45.88
258541	Master Single Payment Vendor	Refunds	152.72
258542	Master Single Payment Vendor	Refunds	56.91
258543	Master Single Payment Vendor	Refunds	35.56
258544	Master Single Payment Vendor	Refunds	230.26
258545	Master Single Payment Vendor	Refunds	27.62
258546	Master Single Payment Vendor	Refunds	73.88
258547	Master Single Payment Vendor	Refunds	64.00
258548	Master Single Payment Vendor	Refunds	76.16
258549	Master Single Payment Vendor	Refunds	15.22
258550	Master Single Payment Vendor	Refunds	24.74
258551	Master Single Payment Vendor	Refunds	127.23
258552	Master Single Payment Vendor	Refunds	62.55
258553	Master Single Payment Vendor	Refunds	47.37
258554	Master Single Payment Vendor	Refunds	76.92
258555	Master Single Payment Vendor	Refunds	32.61
258556	Master Single Payment Vendor	Refunds	160.84
258557	Master Single Payment Vendor	Refunds	33.97
258558	Master Single Payment Vendor	Refunds	17.17
258559	Master Single Payment Vendor	Refunds	1,557.04
258560	Master Single Payment Vendor	Refunds	50.48
258561	Master Single Payment Vendor	Refunds	17.63
258562	Master Single Payment Vendor	Refunds	69.98
258563	Master Single Payment Vendor	Refunds	37.58
258564	Master Single Payment Vendor	Refunds	86.61
258565	Master Single Payment Vendor	Refunds	9.38
258566	Master Single Payment Vendor	Refunds	107.68
258567	Master Single Payment Vendor	Refunds	71.23
258568	Master Single Payment Vendor	Refunds	3,471.43
258569	AGRILAND FS, INC	Inventory	355.25
258570	Acme Tools	Inventory	417.65
258571	Agilent Technologies	Materials & Supplies	98.30
258572	Ahlers, Cooney, PC	Legal Fees	206.50
258573	Airgas North Central	Inventory	76.82
258574	Alfie Packers, Inc	Contractors	200.00
258575	Allied Electronics	Materials & Supplies	145.20
258576	Amazon Capital Services Inc	Materials & Supplies	659.20
258577	American Fence of Iowa	Purchased Services	235.00
258578	AssuredPartners Great Plains LLC	General Insurance Premiums	100.00
258579	Boll Filter Corporation	Materials & Supplies	2,453.40
258580	Bonnie's Barricades	Contractors	2,485.65
258581	Bryan Pollpeter	2021 Mileage	827.68
258582	C. H. McGuinness Company, Inc.	Purchased Services	361.25
258583	Canon Financial Services INC	Printing & Copies	1,297.74
258584	Chuck Christensen	Consultants	364.00
258585	Cintas	Purchased Services	1,904.45
258586	City Supply Corporation	Materials & Supplies	177.54
258587	City of Des Moines	Contractors	205.00
258588	City of Des Moines	Concrete	730.25
258589	Construction & Aggregate Products, Inc.	Materials & Supplies	278.53
258590	Contractor Solutions	Contractors	478.00
258591	Copy Systems, Inc.	Printing & Copies	145.43
258592	Corrosion Fluid Products	Inventory	587.48
258593	Cortrol Process Systems	Inventory	856.57
258594	Cross Precision Measurement	Contractors	551.92



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258595	DMACC	Training	1,198.00
258596	Dentons Davis Brown PC	Legal Fees	744.00
258597	Donald Miller	Licenses & Certifications	141.50
258598	Douglas K. Oscarson	Consultants	1,731.60
258599	Ed Clark	Mileage	32.87
258600	Factory Motor Parts Company	Vehicle Maintenance Materials	806.62
258601	Fareway on Fleur	Materials & Supplies	2,273.50
258602	Force Fitters	Employee Job Costs	2,395.00
258603	GA Industries LLC	Materials & Supplies	620.98
258604	Grainger, Inc.	Tools	470.31
258605	Graybar Electric Company	Inventory	1,095.12
258606	IP Pathways, LLC	Data Processing Equipment	2,283.21
258607	Ingersoll Rand	Inventory	65.82
258608	Iowa Rural Water Association	Training	345.00
258609	Jennifer Terry	Mileage and Materials & Supplies	127.55
258610	Jim Steger	Licenses & Certifications	140.00
258611	John Lins	2021 Mileage	722.85
258612	Kelly Bethards	Safety Boots	245.00
258613	Kim Langloss	Office Supplies	129.99
258614	McDonald Supply	Inventory	13.50
258615	McMaster-Carr Supply Company	Materials & Supplies	500.46
258616	Menard's	Materials & Supplies	22.98
258617	Metro Waste Authority	Purchased Services	392.32
258618	Mid American Energy	Utilities - Electric & Natural Gas	1,178.95
258619	Midwest Office Technology, Inc.	Printing & Copies	902.55
258620	Midwest Wheel Companies	Vehicle Maintenance Materials	199.97
258621	One Source	Purchased Services	36.00
258622	Plumb Supply Company	Inventory	1,041.98
258623	Premier Safety	Employee Job Costs	1,296.40
258624	Ramco Innovations	Inventory	102.35
258625	Revenue Advantage	Purchased Services	950.00
258626	SHERMCO INDUSTRIES	Contractors	2,450.00
258627	SHRM	Dues and Memberships	219.00
258628	Sherwin Williams	Materials & Supplies	43.62
258629	Sherwin Williams	Materials & Supplies	384.98
258630	Skarshaug Testing Laboratory	Purchased Services	161.70
258631	State Hygienic Laboratory	Purchased Services	1,346.00
258632	Superior Industrial Equipment	Inventory	407.38
258633	TPx Communications	Contractors	712.64
258634	Telelanguage, Inc	Purchased Services	961.48
258635	Tierpoint	Consultants	1,211.50
258636	Tompkins Industries, Inc.	Vehicle Maintenance Materials	71.16
258637	Tony Knox	Mileage	96.76
258638	Total Tool	Inventory	297.81
258639	U.S. Autoforce	Materials & Supplies	1,539.46
258640	UPHDM Occupational Medicine	Purchased Services	843.00
258641	USA Bluebook	Inventory	1,734.72
258642	USA Safety Supply Corp	Inventory	168.68
258643	University of Southern California	Dues and Memberships	1,000.00
258644	Utility Equipment Company	Inventory	448.94
258645	Valley Plumbing Company, Inc.	Contractors	1,110.00
258646	Van Meter Industrial, Inc.	Inventory	733.15
258647	Vessco	Inventory	594.00
258648	WELCOA	Dues and Memberships	420.00
258649	Waste Management of Iowa Inc.	Purchased Services	401.38
258650	Wex Bank	Gasoline	196.22
258651	Ziegler Inc.	Purchased Services	650.98

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258652	Association of Metro Water Agencies	Dues and Memberships	8,715.00
258653	Baker Electric, Inc.	Purchased Services	7,618.01
258654	Baker Group	Contractors	3,544.00
258655	Bearing Headquarters Company	Materials & Supplies	56,217.43
258656	CTI Ready Mix	Concrete	4,823.50
258657	CarbPure	Inventory	24,670.80
258658	Cottingham & Butler	Purchased Services	4,000.00
258659	DXP	Materials & Supplies	4,661.81
258660	Doors, Inc.	Contractors	5,528.00
258661	Global Security Services	Purchased Services	52,411.36
258662	GovernmentJobs.com, Inc.	Maintenance Contracts	10,868.44
258663	Hach Chemical Company	Inventory	4,254.37
258664	Henkel Construction Company	Contractors	96,832.29
258665	I'll Do It	Contractors	8,605.00
258666	Indelco Plastics	Inventory	2,773.59
258667	Jive	Maintenance Contracts	59,125.42
258668	MW Media Consultants, LLC	Consultants	4,000.00
258669	Mail Services LLC	Postage	8,924.59
258670	Mississippi Lime Company	Inventory	52,149.67
258671	Municipal Supply, Inc.	Inventory	8,128.41
258672	Nate Todd Construction	Contractors	19,800.00
258673	Nichols Equipment LLC	Purchased Services	3,649.80
258674	Pratum, Inc	Purchased Services	7,050.00
258675	Renewable Energy Group	Inventory	15,894.55
258676	Shannon Chemical	Inventory	61,737.00
258677	Synergy Contracting LLC	Contractors	166,995.75
258678	Torgerson Excavating	Plumbing	18,037.21
258679	Wonderware	Purchased Services	58,875.00
258680	Woodberry Associates, LLC	Consultants	5,000.00
258681	Master Single Payment Vendor	Refunds	802.11
258682	Iowa Department of Natural Resources	Purchased Services	400.00
258683	Master Single Payment Vendor	Refunds	1,543.63
258684	Master Single Payment Vendor	Refunds	54.38
258685	Master Single Payment Vendor	Refunds	118.66
258686	Master Single Payment Vendor	Refunds	99.26
258687	Master Single Payment Vendor	Refunds	138.00
258688	Master Single Payment Vendor	Refunds	62.00
258689	Master Single Payment Vendor	Refunds	78.10
258690	Master Single Payment Vendor	Refunds	130.56
258691	Master Single Payment Vendor	Refunds	149.15
258692	Master Single Payment Vendor	Refunds	53.84
258693	Master Single Payment Vendor	Refunds	111.84
258694	Master Single Payment Vendor	Refunds	129.21
258695	Master Single Payment Vendor	Refunds	211.51
258696	Master Single Payment Vendor	Refunds	150.96
258697	Master Single Payment Vendor	Refunds	91.27
258698	Master Single Payment Vendor	Refunds	22.19
258699	Master Single Payment Vendor	Refunds	56.56
258700	Master Single Payment Vendor	Refunds	1,279.38
258701	Master Single Payment Vendor	Refunds	115.88
258702	Master Single Payment Vendor	Refunds	111.38
258703	Master Single Payment Vendor	Refunds	89.40
258704	Master Single Payment Vendor	Refunds	517.12
258705	Master Single Payment Vendor	Refunds	91.50
258706	Master Single Payment Vendor	Refunds	133.61
258707	Master Single Payment Vendor	Refunds	146.38
258708	Master Single Payment Vendor	Refunds	777.59

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258709	Master Single Payment Vendor	Refunds	55.42
258710	Master Single Payment Vendor	Refunds	155.61
258711	Master Single Payment Vendor	Refunds	74.69
258712	Master Single Payment Vendor	Refunds	1,395.66
258713	Master Single Payment Vendor	Refunds	39.59
258714	Master Single Payment Vendor	Refunds	85.60
258715	Master Single Payment Vendor	Refunds	47.56
258716	Master Single Payment Vendor	Refunds	19.56
258717	Master Single Payment Vendor	Refunds	157.44
258718	Master Single Payment Vendor	Refunds	216.29
258719	Master Single Payment Vendor	Refunds	1,341.66
258720	Master Single Payment Vendor	Refunds	51.63
258721	Master Single Payment Vendor	Refunds	33.60
258722	Master Single Payment Vendor	Refunds	25.56
258723	Master Single Payment Vendor	Refunds	41.71
258724	Master Single Payment Vendor	Refunds	67.15
258725	Master Single Payment Vendor	Refunds	1,681.85
258726	Master Single Payment Vendor	Refunds	76.62
258727	Master Single Payment Vendor	Refunds	94.49
258728	Master Single Payment Vendor	Refunds	23.62
258729	Master Single Payment Vendor	Refunds	72.96
258730	Master Single Payment Vendor	Refunds	50.00
258731	Master Single Payment Vendor	Refunds	4,002.92
258732	AT&T Mobility	Cell Phones	94.06
258733	Accord Architecture	Contractors	649.60
258734	Air Products	Inventory	1,880.13
258735	Amazon Capital Services Inc	Materials & Supplies	599.22
258736	Automation Direct	Inventory	268.00
258737	Baker Group	Purchased Services	537.50
258738	C. H. McGuinness Company, Inc.	Purchased Services	1,975.00
258739	CDW	Materials & Supplies	998.00
258740	CPI International	Inventory	1,872.08
258741	CTI Ready Mix	Concrete	2,359.50
258742	Capital Sanitary Supply	Inventory	643.75
258743	Central State Scaffolding	Purchased Services	200.00
258744	CenturyLink	Telephone Services	386.46
258745	Cintas	Purchased Services	1,896.50
258746	City of Des Moines	Contractors	1,160.00
258747	City of Pleasant Hill	Contractors	120.00
258748	Cleveland Punch & Die Company	Vehicle Maintenance Materials	121.04
258749	Commercial Supply Co	Inventory	590.00
258750	Commonwealth Electric Company	Contractors	812.41
258751	Crane Sales & Service	Purchased Services	1,305.00
258752	Delta Dental of Iowa	Vision Withholding	1,954.16
258753	Dezurik c/o Mellen & Associates	Inventory	506.00
258754	Douglas K. Oscarson	Consultants	1,787.10
258755	Endress and Hauser	Inventory	776.54
258756	Environmental Resource Assoc.	Materials & Supplies	208.07
258757	Erika Hale	Mileage	15.12
258758	Fastenal Company	Inventory	51.72
258759	First Choice Coffee	Food & Beverages	103.00
258760	Fisher Scientific	Inventory	1,781.01
258761	Grainger, Inc.	Inventory	1,249.71
258762	Graybar Electric Company	Inventory	727.50
258763	HY-VEE	Food & Beverages	107.06
258764	Hach Chemical Company	Materials & Supplies	253.89
258765	Hawkins Water Treatment Group	Inventory	357.50

# PAYMENTS FOR JANUARY, 2022

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
258766	Image Solutions	Office Supplies	125.00
258767	In The Bag	Food & Beverages	146.50
258768	Indelco Plastics	Inventory	168.25
258769	Ingersoll Rand	Purchased Services	376.75
258770	Inland Truck Parts Company	Purchased Services	2,031.44
258771	Josh Russell	Materials & Supplies	74.77
258772	Julia Johnston	Safety Boots	101.65
258773	Justin Randleman	Safety Boots	160.49
258774	Kryger Glass	Purchased Services	343.64
258775	MSC Industrial Supply Company	Inventory	77.45
258776	McMaster-Carr Supply Company	Materials & Supplies	1,544.36
258777	Megan McDowell Photography	Consultants	909.09
258778	Menard's	Materials & Supplies	937.45
258779	Municipal Supply, Inc.	Inventory	1,870.20
258780	Nichols Equipment LLC	Contractors	250.00
258781	Northern Tool and Equipment	Materials & Supplies	11.18
258782	P & P Small Engines, Inc.	Materials & Supplies	53.14
258783	Parker Hulbert	Mileage	36.62
258784	Plate Locks	Inventory	1,133.14
258785	Power Process Equipment, Inc.	Inventory	879.10
258786	Ramco Innovations	Materials & Supplies	960.30
258787	Reppert Rigging & Hauling Co.	Contractors	400.00
258788	Savanna Wentland	Safety Boots	169.95
258789	Schlarbaum Auto Body	Purchased Services	1,404.00
258790	Secretary of State	Licenses & Certifications	30.00
258791	Seton Identification Products	Materials & Supplies	169.73
258792	Siemens Industry Inc. c/oJasper eng	Inventory	1,510.97
258793	Strauss Security Solutions	Materials & Supplies	166.14
258794	Subsurface Solutions	Materials & Supplies	453.19
258795	Total Tool	Inventory	49.88
258796	Truck Equipment, Inc.	Vehicle Maintenance Materials	71.79
258797	True North Controls	Materials & Supplies	1,481.00
258798	ULINE	Inventory	486.18
258799	USA Bluebook	Inventory	1,298.17
258800	USA Safety Supply Corp	Inventory	31.37
258801	Utility Equipment Company	Inventory	1,750.00
258802	VULCAN INC	Materials & Supplies	886.90
258803	VWR International LLC	Inventory	661.56
258804	Van Meter Industrial, Inc.	Materials & Supplies	1,316.62
258805	Vern Rash	2021 Mileage	225.44
258806	Waste Management of Iowa Inc.	Purchased Services	1,430.62
258807	Wellmark Blue Cross & Blue Shield of IA	Group Insurance Premiums	1,337.40
258808	Wigen Companies, Inc	Materials & Supplies	2,323.00
258809	Advocacy Strategies, LLC	Consultants	10,625.00
258810	American Fence of Iowa	Contractors	5,015.00
258811	American Water Works Association	Dues and Memberships	13,440.00
258812	Aureon Communications	Telephone Services	3,842.76
258813	Bonnie's Barricades	Contractors	4,370.15
258814	Calgon Carbon Kuraray	Inventory	38,032.40
258815	Carahsoft Technology Corp	Maintenance Contracts	28,364.00
258816	Chemtrade Chemicals US LLC	Inventory	16,891.20
258817	City of Des Moines	Contracts Payable	168,815.00
258818	City of Des Moines	Contracts Payable	253,815.00
258819	City of Des Moines	Purchased Services	1,329,838.00
258820	Core and Main	Maintenance Contracts	20,084.49
258821	Des Moines Iron Company	Vehicle Maintenance Materials	2,807.25
258822	Dickinson, Mackaman, Tyler, & Hagen, PC	Legal Fees	17,092.00

# PAYMENTS FOR JANUARY, 2022

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
258823	DuBois Chemicals, INC	Inventory	10,320.12
258824	Global Security Services	Purchased Services	15,047.83
258825	GovernmentJobs.com, Inc.	Maintenance Contracts	7,791.27
258826	Innovyze	Materials & Supplies	3,750.00
258827	Kemira Water Solutions, Inc	Inventory	7,629.30
258828	Mail Services LLC	Postage	7,876.58
258829	McClure Engineering Company	Contractors	19,325.00
258830	Mellissa Data Corporation	Data Processing Equipment	7,662.50
258831	Mid American Energy	Utilities - Electric & Natural Gas	155,579.82
258832	Mississippi Lime Company	Inventory	69,461.26
258833	Napa Auto Parts	Vehicle Maintenance Materials	3,176.60
258834	Prairie Ag Supply	Materials & Supplies	13,685.30
258835	Renewable Energy Group	Inventory	19,757.66
258836	Univar	Inventory	12,177.96
258837	Verizon Wireless Messaging Service	Cell Phones	4,847.62
258838	Vertiv	Maintenance Contracts	3,046.00
258839	Waldinger Corporation	Purchased Services	42,566.62
258840	Master Single Payment Vendor	Refunds	849.03
258841	Master Single Payment Vendor	Refunds	171.87
258842	Master Single Payment Vendor	Refunds	182.35
258843	Master Single Payment Vendor	Refunds	56.05
258844	Master Single Payment Vendor	Refunds	11.28
258845	Master Single Payment Vendor	Refunds	786.54
258846	Master Single Payment Vendor	Refunds	108.52
258847	Master Single Payment Vendor	Refunds	109.23
258848	Master Single Payment Vendor	Refunds	7.44
258849	Master Single Payment Vendor	Refunds	151.71
258850	Master Single Payment Vendor	Refunds	48.10
258851	Master Single Payment Vendor	Refunds	60.17
258852	Master Single Payment Vendor	Refunds	148.77
258853	Master Single Payment Vendor	Refunds	148.78
258854	Master Single Payment Vendor	Refunds	54.97
258855	Master Single Payment Vendor	Refunds	107.27
258856	Master Single Payment Vendor	Refunds	74.31
258857	Master Single Payment Vendor	Refunds	11.98
258858	Master Single Payment Vendor	Refunds	56.37
258859	Master Single Payment Vendor	Refunds	37.42
258860	Master Single Payment Vendor	Refunds	179.63
258861	Master Single Payment Vendor	Refunds	5.99
258862	Master Single Payment Vendor	Refunds	147.57
258863	Master Single Payment Vendor	Refunds	51.91
258864	Master Single Payment Vendor	Refunds	114.41
258865	Master Single Payment Vendor	Refunds	62.30
258866	Master Single Payment Vendor	Refunds	85.29
258867	AGRILAND FS, INC	Inventory	735.00
258868	Aclara Technologies, LLC	Inventory	1,715.00
258869	Acme Tools	Materials & Supplies	335.97
258870	Air-Mach Air Compressor &	Vehicle Maintenance Materials	652.00
258871	Airgas North Central	Tools	517.17
258872	All State Ag Parts	Vehicle Maintenance Materials	249.79
258873	Amazon Capital Services Inc	Materials & Supplies	170.98
258874	Treasurer State of Iowa	Iowa State Sales Tax Payable	71,358.00
258875	American Water Works Association	Dues and Memberships	1,554.00
258876	Armored Knights., Inc	Purchased Services	528.00
258877	AssuredPartners Great Plains LLC	General Insurance Premiums	100.00
258878	Bankers Trust Company	Corporate Credit Card	2,004.82
258879	Bob Brown Chevrolet, Inc.	Vehicle Maintenance Materials	1,083.72

# PAYMENTS FOR JANUARY, 2022

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
258880	Bonnie's Barricades	Contractors	1,393.25
258881	CTI Ready Mix	Concrete	2,178.00
258882	Capital Sanitary Supply	Inventory	144.90
258883	Carla Schumacher	Licenses & Certifications	90.00
258884	Carquest	Vehicle Maintenance Materials	162.41
258885	Carrie Wolfe	Dues and Memberships	135.00
258886	Chuck & Larry's Transmission	Purchased Services	794.50
258887	City of Des Moines	Contractors	1,340.00
258888	City of Des Moines	Purchased Services	512.90
258889	Consumer Energy	Electrical Power	573.44
258890	Copy Systems, Inc.	Printing & Copies	29.62
258891	DXP	Inventory	808.06
258892	Dentons Davis Brown PC	Legal Fees	2,059.00
258893	Douglas K. Oscarson	Consultants	1,809.30
258894	Eldridge Welding & Machine	Contractors	488.00
258895	Electronic Engineering Company	Purchased Services	1,374.00
258896	Factory Motor Parts Company	Vehicle Maintenance Materials	154.48
258897	Fastenal Company	Inventory	140.28
258898	Fred Pryor Seminars	Training	398.00
258899	Gilcrest Jewett Lumber Company	Vehicle Maintenance Materials	1,025.60
258900	Grainger, Inc.	Inventory	1,893.93
258901	Graybar Electric Company	Inventory	637.15
258902	Hach Chemical Company	Inventory	58.87
258903	Hotsy Cleaning Systems	Vehicle Maintenance Materials	128.03
258904	Illinois Mutual & Life Casualty Company	Insurance Withholding	17.81
258905	Image Solutions	Office Supplies	647.65
258906	Image Solutions	Office Supplies	528.34
258907	Industrial Scientific Corporation	Dues and Memberships	2,315.03
258908	Ingersoll Rand	Inventory	66.03
258909	Iowa Industrial Energy Group, Inc.	Dues and Memberships	1,000.00
258910	Jethro's Southside	Food & Beverages	111.25
258911	Katie Vandal	2021 Mileage	199.36
258912	Logan Contractors Supply, Inc.	Inventory	704.40
258913	MSC Industrial Supply Company	Inventory	1,762.01
258914	McDonald Supply	Inventory	34.13
258915	Mead O'Brien, Inc.	Inventory	1,561.65
258916	Mickinen Miller	Safety Boots	113.13
258917	Midwest Wheel Companies	Vehicle Maintenance Materials	301.85
258918	O'Halloran International	Vehicle Maintenance Materials	776.46
258919	O'Reilly Auto Parts	Vehicle Maintenance Materials	72.90
258920	Ottson Oil Company	Vehicle Maintenance Materials	1,444.07
258921	Outsolve	Purchased Services	2,250.00
258922	Plumb Supply Company	Inventory	474.14
258923	Power Process Equipment, Inc.	Materials & Supplies	317.42
258924	Power Seal	Inventory	1,275.72
258925	Premier Safety	Inventory	270.02
258926	Quest Engineering Inc	Inventory	337.78
258927	Ramco Innovations	Inventory	56.53
258928	Rick Baldon	Safety Boots	155.14
258929	Rosemount Analytical, Inc.	Inventory	348.19
258930	Sherwin Williams	Vehicle Maintenance Materials	56.37
258931	Shimadzu Scientific Instrument	Materials & Supplies	119.41
258932	Star Equipment, Ltd.	Inventory	2,018.20
258933	Steffen Truck Equipment Inc.	Vehicle Maintenance Materials	410.93
258934	Stew Hansen's Dodge City Inc.	Vehicle Maintenance Materials	252.00
258935	Straub Corporation	Inventory	306.30
258936	Survey Monkey	Subscriptions	954.00

# PAYMENTS FOR JANUARY, 2022

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
258937	Sweco/Pearson Arnold	Inventory	867.04
258938	Taylor Gruis	Licenses & Certifications	100.00
258939	Team Services, Inc.	Contractors	1,572.45
258940	Thyssenkrupp Elevator Corporation	Purchased Services	450.28
258941	Torgerson Excavating	Plumbing	2,000.00
258942	Total Tool	Inventory	228.98
258943	Utility Equipment Company	Inventory	356.90
258944	VWR International LLC	Materials & Supplies	200.56
258945	Van Meter Industrial, Inc.	Materials & Supplies	413.81
258946	Verizon Wireless Messaging Service	Cell Phones	90.92
258947	Warren County Engineer	Contractors	100.00
258948	Willco, Inc	Materials & Supplies	1,287.76
258949	Air Products	Inventory	7,754.72
258950	Baker Group	Purchased Services	2,679.42
258951	Chemtrade Chemicals US LLC	Inventory	17,532.90
258952	Cintas	Purchased Services	3,016.87
258953	Combined Systems Technology, Inc.	Materials & Supplies	3,184.00
258954	Dixie Petro-Chem, Inc.	Inventory	19,858.35
258955	Halbrook Excavation	Contractors	17,464.00
258956	IDEXX Laboratories, Inc.	Materials & Supplies	3,427.17
258957	Indelco Plastics	Inventory	2,868.19
258958	Jasper Engineering	Materials & Supplies	13,218.00
258959	Kemira Water Solutions, Inc	Inventory	23,303.10
258960	Kent State Univesity Tuscarawas	Licenses & Certifications	2,780.00
258961	Mail Services LLC	Postage	8,146.95
258962	McMaster-Carr Supply Company	Inventory	3,542.36
258963	Mid American Energy	Utilities - Electric & Natural Gas	25,984.01
258964	Mississippi Lime Company	Inventory	71,376.77
258965	Municipal Supply, Inc.	Inventory	10,025.95
258966	Neptune Technology Group Inc	Inventory	5,771.16
258967	Nite Owl Printing	Printing & Copies	5,781.00
258968	OnSolve	Maintenance Contracts	37,275.00
258969	Phoenix Security Contractors, LLC	Purchased Services	32,210.47
258970	RSM US LLP	Accounting Fees	8,400.00
258971	S.D. Myers, Inc.	Purchased Services	10,498.00
258972	Snyder & Associates, Inc.	Contractors	5,880.42
258973	Stanley Consultants	Contractors	5,161.20
258974	Subsurface Solutions	Tools	10,187.09
258975	Tension Envelope Corporation	Inventory	3,934.95
258976	USA Bluebook	Materials & Supplies	3,040.07
258977	Veenstra & Kimm, Inc.	Contractors	4,858.68
258978	Voya Financial	Insurance Withholding	9,561.69
258979	Waldinger Corporation	Contractors	5,983.03
258980	Wellmark Blue Cross & Blue Shield of IA	Group Insurance Premiums	22,575.96
258981	Wonderware	Contractors	8,000.00
968679	IPERS Collections	Pension Plan Contribution	212,267.77
010122	EBS	Employee Health Premiums	294,551.33
010722	Collection Services Center	Garnishment of Wages	2,540.57
010722	Treasurer State of Iowa	State Withholding Taxes Payable	29,272.26
010722	Internal Revenue Service	Withholding Taxes Payable	181,444.84
012122	Collection Services Center	Garnishment of Wages	2,529.09
012122	Treasurer State of Iowa	State Withholding Taxes Payable	29,112.25
012122	Internal Revenue Service	Withholding Taxes Payable	182,709.04
013122	EBS	Employee Health Premiums	31,392.95
013122	CBCS	Compensation Claims	8,646.21
<b>TOTAL</b>			<b><u>\$6,685,354.10</u></b>

CEO APPROVED EXPENDITURES GREATER THAN \$20,000  
MONTHLY SCHEDULE FOR THE MONTH OF JAN 2022

Check #	Vendor	Description	Amount	Details
	none			



**AGENDA ITEM FORM**

**SUBJECT: Receive and File Draft Central Iowa Water Works 28E/28F Agreement**

**SUMMARY:**

- Des Moines Water Works has been an independent municipal utility for more than 100 years and a provider of wholesale drinking water to suburban communities for nearly 90 years. Today, most of the Des Moines metro area's suburban communities purchase all or a portion of their drinking water from Des Moines Water Works.
- There has long been an interest in regional governance of drinking water production in the Des Moines metro area. More recently, neighboring suburbs have been considering construction of isolated drinking water treatment facilities to serve individual communities.
- Available water resources in the Des Moines metro area are best managed cooperatively. We can most effectively ensure fair and equitable access to water for everyone by working together.
- For this reason, in 2017 representatives from Des Moines Water Works, Urbandale Water Utility, and West Des Moines Water Works launched an investigation into regional governance options. A national financial consultant specializing in utility management was retained. A group representing communities across the metro met in open meetings throughout 2018 and 2019. A number of options were considered.
- A smaller group consisting of representatives from DMWW, UWU, and WDMWW continued to meet through 2020 and 2021. That group published an outcomes document in November 2021.
- That outcomes document provided a basis for development of a cooperative agreement governing drinking water production in the Des Moines metro area.
- In December 2021, the Board passed a resolution in support of developing a cooperative agreement and beginning a public education and input process.
- Des Moines Water Works staff and legal counsel have developed the attached draft Chapter 28E/28F Agreement to serve as a starting point for discussions with other metro water agencies. This Agreement, when complete, would support the creation of Central Iowa Water Works as an overarching, cooperative entity which will ensure equitable access to drinking water for all in the Des Moines metro area.

**FISCAL IMPACT:**


Financial analysis indicates regional governance of water production in the Des Moines metro area will result in the lowest total cost of drinking water production. Ultimate fiscal impact will be dependent on how many metro communities participate in the regional entity. Participation in negotiations related to this draft agreement will have limited fiscal impact consisting of staff time and legal fees.

**RECOMMENDED ACTION:**

Receive and file the draft Central Iowa Water Works 28E/28F Agreement.

**BOARD REQUIRED ACTION:**

Motion to receive and file the draft Central Iowa Water Works 28E/28F Agreement.

<hr/> (date)	<hr/> (date)	 Ted Corrigan, P.E. CEO and General Manager (date) 2/17/22
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**AGENDA ITEM FORM**

**SUBJECT: Request Authorization to Solicit Bids for 2022 Tank Painting – Tenny Standpipe and Runnells Water Tower and Establish the Date of Public Hearing as the Date of the April 2022 Board Meeting**

**SUMMARY:**

- Plans and specifications are nearing completion that will call for two water storage tanks and a utility building to be painted in 2022. The first tank is the Tenny Standpipe located at 4006 Merle Hay Rd. in Des Moines. The second tank is an elevated water storage tank, the Runnells Water Tower, located at 606 Brown St. in Runnells. The third item to be painted is a utility building at the Wilchinski Standpipe site at 903 E. Pleasant View Dr.
- Previous inspection of the Tenny Standpipe identified substantial damage to internal and external coatings. Following the recommendation of the inspection, all existing painting will be removed, and a new coating system will be applied in its place. Current intentions by staff are to paint the Tenny Standpipe a color (Themec's "Cumulus") that is an exact match to what was recently done at the Wilchinski Standpipe.
- An alternate bid item is being included in the plans and specifications to include the painting of the Runnells Water Tower. Previous inspection of the Runnells Water Tower identified damage to both the internal and external coating systems. Following the recommendation of the inspection, all existing painting will be removed, and a new coating system will be applied in its place. Color selections here will be done by Runnells personnel.
- An alternate bid item is being included in the plans and specifications to include the painting of a utility building at the Wilchinski site. The Wilchinski utility building exterior paint is in poor condition. The utility building will be power washed to remove old paint and a new coating system will be installed.
- Cost estimation for the Tenny Standpipe painting is \$1,030,000. Cost estimation for the Runnells Water Tower painting is \$412,000. Cost estimation for the Wilchinski utility building painting is \$11,500. Plans and specifications call for contracting authority to paint the tanks during a 6-week window in the fall.

**FISCAL IMPACT:**

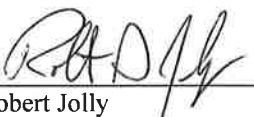
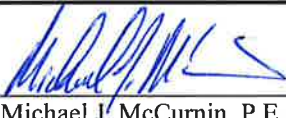

Funds for painting the Tenny Standpipe will come from allocations in the 2022 capital budget. Funds for painting the Runnells Water Tower will come from subsequent authorizations and allocations by Runnells.

**RECOMMENDED ACTION:**

Authorize staff to solicit bids for 2022 Tank Painting - Tenny Standpipe and Runnells Water Tower project and establish the date of Public Hearing as the Date of the April 2022 Board Meeting.

**BOARD REQUIRED ACTION:**

Motion to authorize staff to solicit bids for 2022 Tank Painting - Tenny Standpipe and Runnells Water Tower project and establish the date of Public Hearing as the Date of the April 2022 Board Meeting, and direct staff to publish notice as provided by law.

 Robert Jolly Engineering Technical Support Supervisor 2/11/2022 (date)	 Michael J. McCurnin, P.E. Director of Engineering Services 2/11/2022 (date)	 Ted Corrigan, P.E. CEO and General Manager 2/17/22 (date)
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Attachments: none

## **AGENDA ITEM FORM**

**SUBJECT: Request Authorization to Solicit Bids for 2022 Water Main Replacement Contract and Establish the Date of the Public Hearing as the Date of the April 2022 Board Meeting**

### **SUMMARY:**

- As part of the approved budget for the 2022 Water Main Replacement Budget, the streets identified in the table below are to receive new water mains.

<b>Streets</b>	<b>Engineer's Est.</b>
Water Street, from Court Ave to MLK Jr. Parkway - Base Bid No. 1	\$405,000
Northeast 22 <sup>nd</sup> Street - Base Bid No. 2	\$143,000
Total	\$548,000

- Preparation of plans, specifications, and contract documents for the 2022 Water Main Replacement Contract is nearing completion.
- Work on Water Street will call for the installation of approximately 1,040 feet of 8-inch Polyvinyl Chloride (PVC) water main to replace existing water main that has a history of multiple water main breaks. The latest break resulted in a claim.
- Work along Northeast 22<sup>nd</sup> Street will call for the installation of approximately 350 feet of 12-inch PVC water main to address conflicts under the Iowa Department of Transportation (IDOT) I-35/80/235 Interchange Northeast of Des Moines (Stage 3A) project. The water main work will be done in advance of the IDOT I-35/80/235 Interchange Northeast of Des Moines (Stage 3A) project, which is scheduled to start in the Fall of 2022.
- The engineer's estimate for this contract is \$548,000.

### **FISCAL IMPACT:**



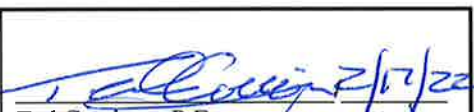
Funds for work on Water Street will come from the 2022 Des Moines Water Main Replacement Budget. Funds for work along Northeast 22<sup>nd</sup> Street will come from the 2022 Polk County Water Main Replacement Budget.

### **RECOMMENDED ACTION:**

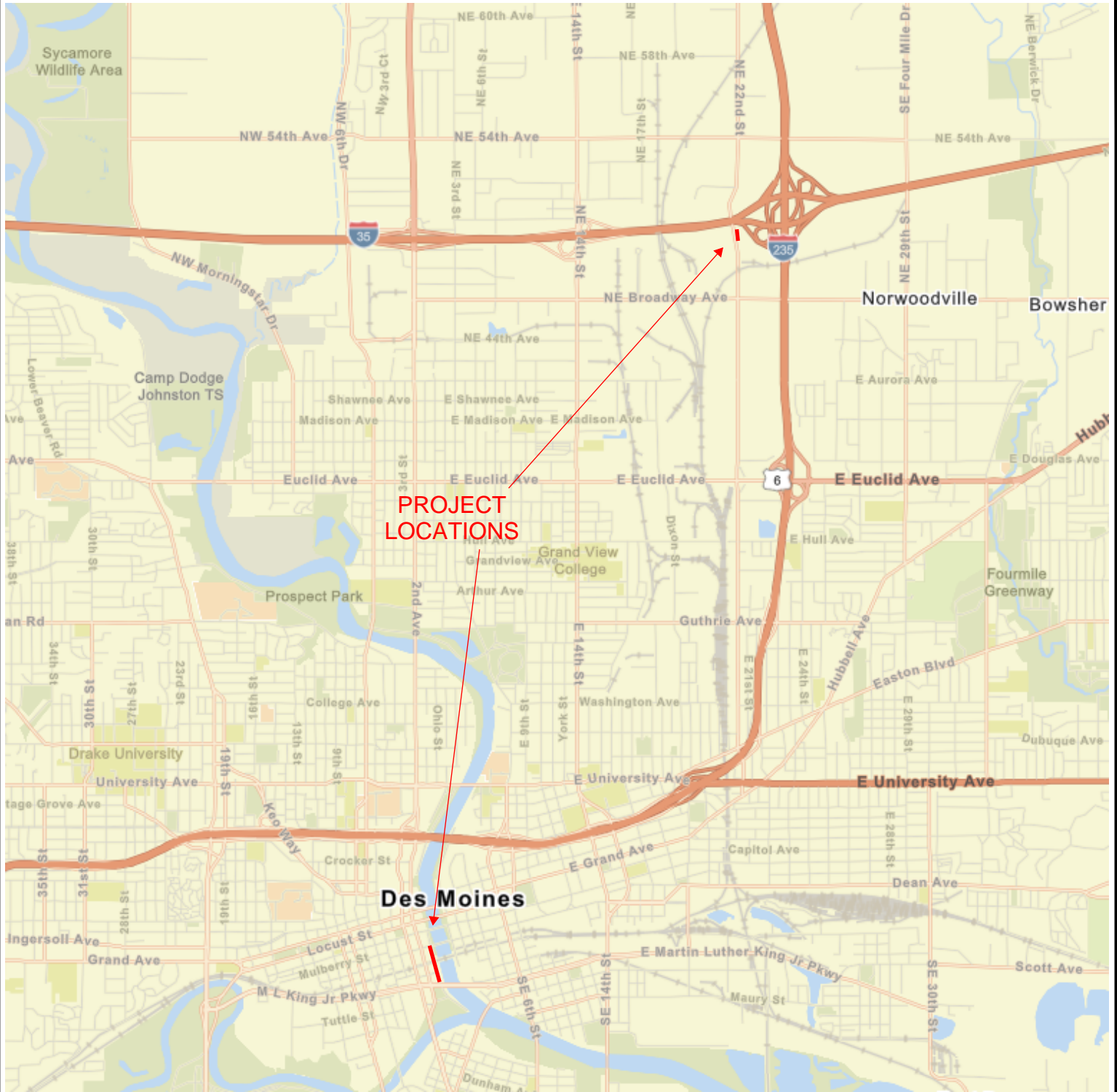
Authorize staff to solicit bids for 2022 Water Main Replacement Contract and establish the date of the Public Hearing as the date of the April 2022 Board meeting.

### **BOARD REQUIRED ACTION:**

Motion to authorize staff to solicit bids for 2022 Water Main Replacement Contract establish the date of the Public Hearing as the date of the April 2022 Board meeting, and direct staff to publish notice as provided by law.

 Katie G. Vandal Staff Engineer (date) <u>2/11/2022</u>	 Michael J. McCurnin, P.E. Director of Engineering Services (date) <u>2/16/2022</u>	 Ted Corrigan, P.E. CEO and General Manager (date) <u>2/17/22</u>
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Attachments: Site Map



NOT TO SCALE



**AGENDA ITEM FORM**

**SUBJECT: Request Authorization to Solicit Bids for 2022 Des Moines Water Main Replacement - Contract 1 and Establish the Date of the Public Hearing as the Date of the April 2022 Board Meeting**

**SUMMARY:**

- As part of the approved budget for the 2022 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	Engineer's Est.
Southwest 11 <sup>th</sup> Street, from Southdale Drive to County Line Road	\$372,000
Southwest 10 <sup>th</sup> Place, from Southdale Drive to County Line Road	\$372,000
Luster Lane, from Southview Drive to SW 9 <sup>th</sup> Street	\$542,000
Southwest 9 <sup>th</sup> Street, from Burnham Avenue to Luster Lane	\$747,000
<b>Total</b>	<b>\$2,033,000</b>

- Preparation of plans, specifications, and contract documents for the 2022 Des Moines Water Main Replacement - Contract 1 is nearing completion.
- Work on Southwest 11<sup>th</sup> Street will call for the installation of approximately 1,200 feet of 8-inch Polyvinyl Chloride (PVC) water main.
- Work on Southwest 10<sup>th</sup> Place will call for the installation of approximately 1,200 feet of 8-inch PVC water main.
- Work on Luster Lane will call for the installation of approximately 1,500 feet of 8-inch PVC water main.
- Work on Southwest 9<sup>th</sup> Street will call for the installation of approximately 2,300 feet of 12-inch PVC water main.
- The engineer's estimate for this Contract is \$2,033,000.

**FISCAL IMPACT:**




Funds for this project will come from the 2022 Des Moines Water Main Replacement Budget.

**RECOMMENDED ACTION:**

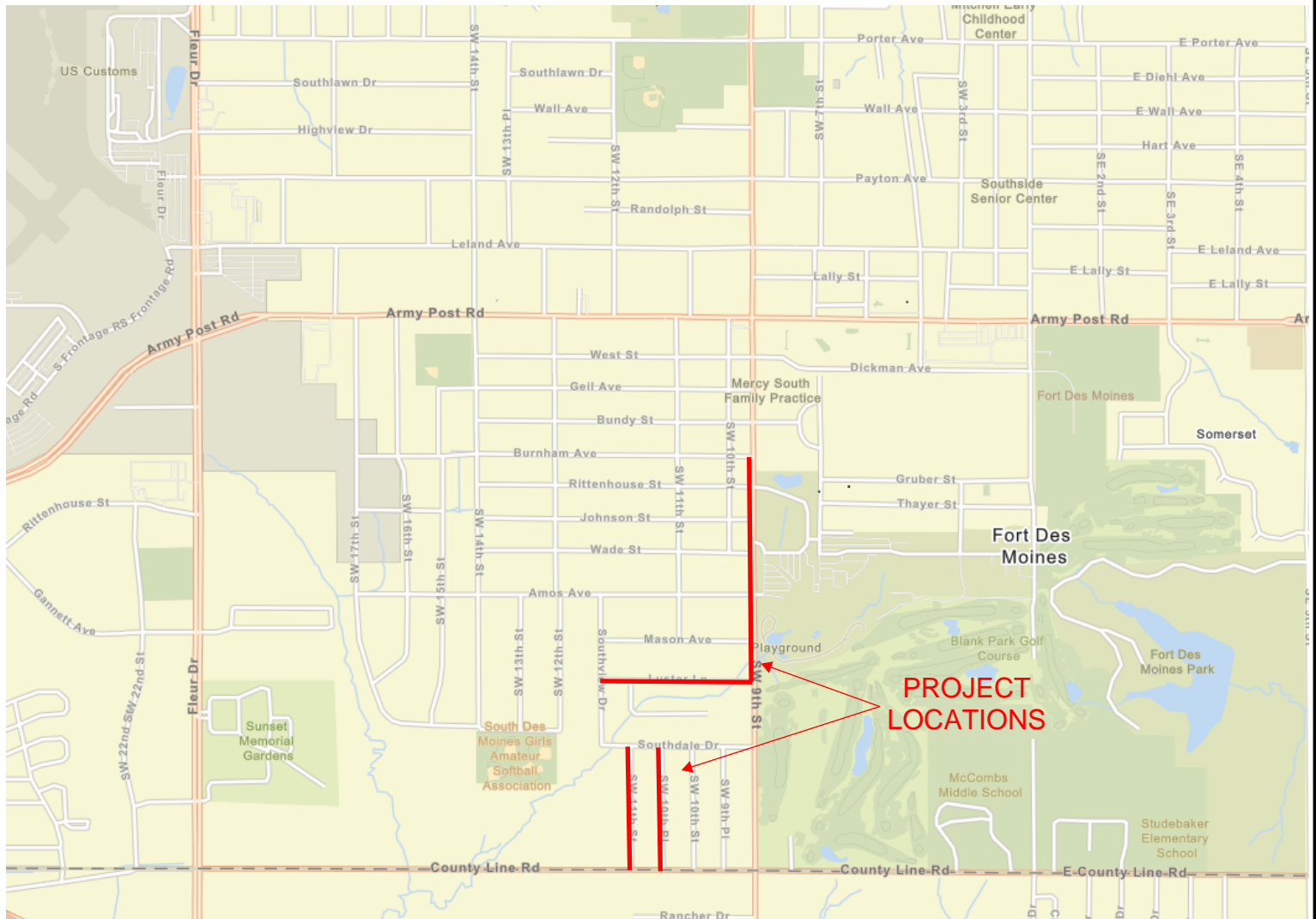
Authorize staff to solicit bids for 2022 Des Moines Water Main Replacement - Contract 1 and establish the date of the Public Hearing as the date of the April 2022 Board meeting.

**BOARD REQUIRED ACTION:**

Motion to authorize staff to solicit bids for 2022 Des Moines Water Main Replacement - Contract 1 and establish the date of the Public Hearing as the date of the April 2022 Board meeting, and direct staff to publish notice as provided by law.

 Katie G. Vandal Staff Engineer 2/11/2022 (date)	 Michael J. McCurnin, P.E. Director of Engineering Services 2/11/2022 (date)	 Ted Corrigan, P.E. CEO and General Manager 2/17/22 (date)
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Attachments: Site Map



NOT TO SCALE

## AGENDA ITEM FORM

**SUBJECT:** Request Authorization to Execute the First 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

### **SUMMARY:**

- During the first quarter of 2019, Des Moines Water Works (DMWW), 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, capacity in both a 24-inch feeder main and a corresponding pumping station.
- DMWW acquired operations and maintenance responsibilities of both the feeder main and the pumping station. All operations and maintenance expenses for such efforts are to be proportionately billed back to Xenia and Waukee based upon relative consumption.
- 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) remains under construction by DMWW. Waukee is to reimburse DMWW for all necessary design and construction expenses.
- Language within the 28E Agreement, in hindsight, fails to properly describe the operations and maintenance boundary for the 24-inch feeder main. The 28E states the boundary is to be between the LP Moon site and the intersection of Hickman and T Avenue. Initial design concepts had the new meter pit and chemical feed facilities being located near the Hickman and T Avenue intersection. Final design and construction efforts placed these new facilities 1200 feet east of the intersection. Xenia and DMWW recently recognized this and desire to amend the 28E Agreement to better define the operations and maintenance boundary for this feeder main. The proper boundary is from the LP Moon site to the inlet side of the new meter pit and chemical feed facilities that were constructed as part of the 28E Agreement.
- This First Amendment to the Chapter 28E Agreement will correct this confusion and will serve to prevent future confusion amongst DMWW, Xenia, and Waukee staff.
- Respective staff and legal counsel for DMWW, Xenia, and Waukee are in favor of the First Amendment to the Chapter 28E Agreement.

### **FISCAL IMPACT:**



There is no fiscal impact.

### **RECOMMENDED ACTION:**

Authorize the Chairperson to execute the First 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.

### **BOARD REQUIRED ACTION:**

Motion to approve and authorize the Chairperson to execute the First 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.

<p>_____, (date)</p>	<p> Michael J. McCurnin, P.E. (date) <u>2/11/2022</u> Director of Engineering Services</p>	<p> Ted Corrigan, P.E. (date) <u>2/17/22</u> CEO and General Manager</p>
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Attachments: 28E Agreement with all exhibits and attachments, First Amendment to 28E Agreement

**CHAPTER 28E AGREEMENT BY AND BETWEEN  
THE CITY OF WAUKEE, IOWA  
XENIA RURAL WATER DISTRICT,  
AND THE BOARD OF WATER WORKS TRUSTEES OF THE  
CITY OF DES MOINES, IOWA**

THIS CHAPTER 28E AGREEMENT (hereinafter "this Agreement") is made and entered into by and among the CITY OF WAUKEE, IOWA ("Waukee"), XENIA RURAL WATER DISTRICT ("Xenia"), and the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA ("DMWW") (each a "party" and collectively "the parties") as of the dates set forth below.

**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, the parties desire to enter into an Agreement pursuant to Chapter 28E, Iowa Code, to cause, and to undertake certain enhancements to the water systems as described herein in order to provide service to Waukee and Xenia from facilities currently owned by Xenia.

**WHEREAS**, Waukee has previously entered into a Wholesale Water Service Master Agreement with DMWW dated June 10, 2005, with related Adoption Annex executed effective August 15, 2005 as supplemented by Supplement Number 1 to Adoption Annex dated July 1, 2012 (the "2005 Wholesale Master Agreement") which shall continue to govern the wholesale supply of water by DMWW; and

**WHEREAS**, Xenia has previously entered into a Wholesale Water Service Master Agreement with DMWW dated June 10, 2005, with related Adoption Annex executed effective July 26, 2005 as supplemented by Supplement Number 1 to Adoption Annex dated December 18, 2007, Supplement Number 2 to Adoption Annex dated October 1, 2013 (the "2005 Wholesale Master Agreement"), and Supplement Number 3 to Adoption Annex dated December 18, 2014 which shall continue to govern the wholesale supply of water by DMWW; and

**WHEREAS**, Xenia desires to sell to Waukee capacity in its existing 24" feeder main located along West Hickman Road from DMWW's LP Moon facility (the "L.P. Moon Site") to T Avenue and capacity in its existing booster station located at the L.P. Moon Site. Following such sale Waukee and Xenia will jointly own this facility.

**WHEREAS**, Waukee and Xenia desire that DMWW assume responsibility for operation and maintenance of the jointly owned Waukee/Xenia booster station located at the L.P. Moon Site and the 24" feeder main to T Avenue. The cost of operation, maintenance and improvements to this station will be paid by Waukee and Xenia to DMWW according to the provisions of this agreement.

**WHEREAS**, Waukee and Xenia also desire to provide for design and construction of certain improvements to the shared water service facilities as established, with Waukee to proceed with design, bidding, and construction of new facilities, and with costs to be paid and shared, as provided herein;



**NOW THEREFORE**, in consideration of the mutual undertakings hereby provided, Waukee, Xenia, and DMWW do hereby agree as follows:

**Article I - Joint Exercise of Powers Under  
Chapter 28E of the Code of Iowa.**

1. **Purpose.** Pursuant to Chapter 28E, Code of Iowa (2017), the parties agree that the purposes of this Agreement are: (i) to provide for the shared use of certain water utility facilities located as shown in Exhibit A and to share capacity in an existing water main and booster station as set forth in Exhibit B-1 and B-2 to be improved as provided herein (hereinafter referred to collectively as the "Waukee/Xenia Joint System Facilities"); (ii) to provide for the design and construction of certain improvements to the Waukee/Xenia Joint System Facilities; (iii) to provide for the ownership, operation, use and maintenance of the Waukee/Xenia Joint System Facilities, including operation of a part thereof by DMWW; and (iv) to make appropriate provision for the costs and expenses of the foregoing.

2. **Scope.** The Waukee/Xenia Joint System Facilities shall consist of newly constructed improvements at the locations shown in Exhibit A together with shared use of an existing water main and booster station with the total project to be implemented in five parts as follows:

**Part 1** – The sale by Xenia to Waukee of the right of use of 400,000 gallons per day of capacity in the existing 24" water main along West Hickman Road from the L.P. Moon site to T Avenue. Following the sale Xenia and Waukee shall jointly own this facility.

**Part 2** – The sale by Xenia to Waukee of the right to use 400,000 gallons per day of capacity in the existing Waukee/Xenia booster station located at the L.P. Moon site. Following the sale Xenia and Waukee shall jointly own this facility.

**Part 3** – Waukee shall design and construct all new facilities required to make the Waukee/Xenia Joint System operate including, chloramination and chemical feed facility, a new control valve to control flow into Waukee, a new meter pit for metering water into Waukee, a new control valve to control flow to Xenia, a new meter pit for metering of water to Xenia, along with analyzers, telemetry and controls at these facilities.

**Part 4** – Xenia shall disconnect the current chemical feed systems in the Clive Booster Station. DMWW shall design and construct a chlorine feed system from the L. P. Moon Pump Station that will be piped over to the Waukee/Xenia booster station to provide the opportunity to control the chlorine residual leaving the Waukee/Xenia booster station. Waukee shall pay all costs associated with these improvements.

**Part 5** –DMWW shall operate the Waukee/Xenia booster station located at the L.P. Moon Site until such time as such operation is terminated as provided herein. Costs for ongoing operation and maintenance of the facilities shall be paid by Waukee and Xenia as provided in Article IV of this Agreement.

The Xenia sale of capacity to Waukee is intended to support the respective needs of Waukee with ownership, use, and costs allocated as provided herein. The Waukee/Xenia Joint System Facilities shall be owned as provided in Article I Section 7 and Article III of this Agreement, and the costs of sale shall be paid by Waukee as detailed in Exhibits B-1 through B-4.

3. 28E Finding. The parties agree that the improvements to the Waukee/Xenia Joint System Facilities to be constructed hereunder reflect appropriate regional planning, and, in conformity with Section 28E.18, Code of Iowa (2017) that there are no other suitable facilities available for rent or sharing in lieu of such improvements.

4. Effective Date. Pursuant to Section 28E.5 of the Code of Iowa (2017), the parties agree that this Agreement shall be effective upon its approval and execution by all parties and its filing with the Iowa Secretary of State (the "Effective Date").

5. No Entity. No separate entity is created hereby.

6. Designated Administrator. The parties hereby agree that CEO and General Manager of DMWW shall be designated as the sole administrator of this Agreement as provided by Section 28E.6 of the Code of Iowa.

7. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers compensation insurance.

8. Master Agreement and Other Existing Agreements. The 2005 Wholesale Master Agreement between DMWW and Waukee and DMWW and Xenia shall remain in full force and effect. DMWW and Waukee shall separately execute a Supplement Number 2 to Adoption Annex in the form set forth in Exhibit C to reflect the terms hereof. DMWW and Xenia shall separately execute a Supplement Number 4 to Adoption Annex in the form set forth in Exhibit D to reflect the terms hereof.

9. Authority. Each of the parties represents and warrants that it has authority to enter into this Agreement and to perform its obligations hereunder and that the execution of this Agreement has been duly authorized by its governing body.

## **Article II - Responsibilities**

1. Project Implementation. The Waukee/Xenia Service Facilities will be established by execution of five (5) steps, identified herein as Part 1, 2, 3, 4, and 5. Waukee and DMWW shall be responsible for undertaking construction of the required public improvements as detailed herein.

2. Part 1 Responsibilities. Xenia shall provide 400,000 gallons per day of capacity rights in its existing 24" water main along West Hickman Road from the Xenia Booster Station located at the L.P. Moon Site to T Avenue (the "West Hickman Road Main") to Waukee in exchange for payment computed as set forth in Exhibit B-1 and as provided in Article IV of this Agreement. Such payment shall be made as provided in Article IV of this Agreement.

3. Part 2 Responsibilities. Xenia shall provide 400,000 gallons per day of capacity rights in its existing booster station located at the L.P. Moon Site to Waukee in exchange for payment computed as set forth in Exhibit B-2 and as provided in Article IV of this Agreement. Such payment shall be made as provided in Article IV of this Agreement.

4. Part 3 Responsibilities. Waukee shall be responsible for the design and construction of the improvements to the Waukee/Xenia Service Facilities identified in Part 3. Xenia will assume responsibility for operation and maintenance of the new chemical feed building and related underground facilities. DMWW will assume responsibility for operation and maintenance of the Waukee meter pit and control valve along with related controls in the chemical feed building.

5. Part 4 Responsibilities. DMWW shall be responsible for designing and constructing improvements to the Waukee/Xenia Service Facilities as identified in Part 4. Waukee shall pay DMWW for the full costs of the improvements made as provided in Article IV of this Agreement.

6. Part 5 Responsibilities. DMWW shall operate and maintain the Waukee/Xenia booster station located at the L.P. Moon Site and the 24" feeder main to T Avenue on behalf of Waukee and Xenia as an independent contractor beginning on May 31, 2019 and continuing until such responsibility shall be terminated by not less than six months' notice given jointly by Waukee and Xenia to DMWW. Xenia will be responsible for responding to utility locates requests. Waukee and Xenia shall be responsible to pay DMWW the full costs of such operation as provided in Article IV of this Agreement. DMWW's operation shall be at the sole risk of Waukee and Xenia and such parties shall have sole responsibility for any liability arising therefrom, except as provided in Article VII, Section 1 of this Agreement, and shall bear all risk of loss to such facilities.

7. Connection to DMWW Core Network. The Waukee/Xenia booster station has an existing connection, to DMWW's Core Network transmission main. This connection is expected to remain in use following transfer of capacity as provided herein. A new metered connection to Waukee off the West Hickman Road Main will be needed and shall be constructed by Waukee at its sole cost and expense. A new metered connection to Xenia off the West Hickman Road Main will be needed and shall be constructed by Waukee at its sole cost and expense. Flows from these meters will be billed directly to each entity by DMWW.

### **Article III – Ownership and Use of Facilities**

1. Shared Ownership. Xenia and Waukee shall have, and shall maintain, shared ownership of the existing facilities as set forth in Part 1 and Part 2, with capacity rights as allocated in Section 2 and 3 of Article III of this Agreement. Facilities constructed under Part 3 will include a chloramination facility, flow meter and control valve located at 1512 W. Hickman Road which

will be wholly owned by Xenia and a control valve and a flow meter also located at 1512 W. Hickman Road which will be owned by Waukee. Waukee's ownership interest shall be equal to 4% of the West Hickman Main and 12% of the Waukee/Xenia booster station located at the L.P. Moon Site. Xenia and Waukee shall bear all risk of loss to the Waukee/Xenia Service Facilities and shall insure or self-insure such interests separately or jointly as they may separately determine. DMWW shall have no ownership interests in such facilities and no liability for operation or loss thereof, except as otherwise provided herein.

2. Xenia Capacity Rights. Xenia shall have the right to use up to 9.68 million gallons per day, or an average of 6,722 gallons per minute, of the capacity in the existing 24" West Hickman Road Main. Xenia shall have the right to use up to 2.9 million gallon per day, or an average of 2,014 gallons per minute in the Xenia booster station located at the L.P. Moon Site.

3. Waukee Capacity Rights. Waukee shall have the right to use up to 400,000 gallon per day, or an average of 278 gallons per minute, of the capacity in the existing West Hickman Road Main and the Xenia booster station located at the L.P. Moon Site.

4. Documentation. The capacity rights of Waukee and Xenia under this Agreement shall be documented by this Agreement. All rights shall be transferred free and clear of all liens and encumbrances.

#### **Article IV – Payment for Capacity, Improvements, and Operation and Maintenance Costs.**

1. Sale of Capacity under Part 1 and Part 2. Waukee shall pay Xenia \$121,216.67 for 400,000 gallons per day of capacity in the existing 24" West Hickman Road Main and \$135,686.11 for 400,000 gallons per day of capacity in the Xenia booster station located at the L.P. Moon Site as provided herein. Such Payment shall be made within thirty (30) days of the Effective Date.

2. Costs under Part 3 and Part 4. Waukee shall incur and pay the full costs of the Part 3 improvements. DMWW shall incur the costs of the Part 4 work and improvements as provided in Exhibit B-4. Waukee shall pay DMWW for the full actual costs incurred by DMWW for the improvements constructed by DMWW. Full actual costs to include design, materials, equipment contractor work, and fully loaded labor directly provided by DMWW as reflected in DMWW's final accounting. The preliminary engineer's estimate of the cost for Part 3 and 4 of the Waukee/Xenia Joint System Facilities is \$1,505,000 in new infrastructure, plus, \$256,902.78 in additional costs for transfer of capacity rights, further broken down as outlined in Exhibits B-1 through B-4. The amounts shown are estimates only. The actual costs incurred as provided herein shall govern the required payments, rather than any existing or subsequent engineering estimate. DMWW will issue invoices to Waukee for the actual costs it incurs and Waukee shall pay such invoices within thirty (30) days of receipt.

3. Documentation. Waukee and DMWW will provide documentation to Xenia evidencing the contract awards, project work progresses, and when the Part 3 and Part 4 projects are completed.

4. Future Expansion. The cost of any future expansions to meet increased capacities beyond the current capacities of the Waukee/Xenia Joint System Facilities shall be borne by Waukee and/or Xenia based on their proportionate share of the needed expansion.

5. Ongoing Operation and Maintenance of Booster Pump Station. The costs of operation, maintenance, and any future improvements of the Waukee/Xenia booster station located at the L.P. Moon Site, shall be borne by Waukee and Xenia based on their proportionate use of the facility at the time of the expense. These costs will be initially incurred and tracked by DMWW and aggregated quarterly. DMWW will invoice Waukee and Xenia quarterly for its proportionate costs and such parties shall pay such invoice by the due date identified on the invoice.

6. Ongoing Operation and Maintenance of West Hickman Road Main. DMWW shall operate and maintain the West Hickman Road Main. Any such costs, including costs incurred for main breaks will be initially incurred and tracked by DMWW and aggregated quarterly. DMWW will invoice Waukee and Xenia quarterly for their proportionate share of any such costs based on their capacity in the main and Waukee and Xenia shall pay such invoices by the due date identified on the invoice.

7. Ongoing Operation and Maintenance of Waukee Meter Pit and Control Valve. DMWW shall operate and maintain the Waukee meter pit and control valve. The costs of operation and maintenance will be initially incurred and tracked by DMWW and aggregated quarterly. DMWW will invoice Waukee quarterly for those costs and Waukee shall pay such invoices by the due date identified on the invoice.

#### **Article V – Financing**

1. Funding Sources. Funding hereunder shall be provided by the regular sources of revenue and financing of the parties as required for each party to meet its obligations hereunder, and all such funding shall be separately included within the respective regular budgets of Waukee, Xenia, and DMWW.

2. Responsibility. Except as otherwise explicitly provided in Article IV, Sections 1 and 2 of this Agreement as to contract payments by Waukee to Xenia and DMWW, and Article IV, Section 4 of this Agreement as to Ongoing Operations and Maintenance, each party shall be solely responsible for funding its own operations hereunder.

#### **Article VI – Term and Termination of Agreement**

1. This Agreement shall commence on the Effective Date and shall terminate on the date of the termination of the 2005 Wholesale Master Agreement. This agreement may be extended by and for any party that agrees to an extension.

2. Termination. In the event any party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall

have 30 business days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement with prospective effect or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

#### **Article VII- General Provisions.**

1. **Liability; Indemnification.** Each party ("Indemnifying Party"), to the fullest extent permitted by law, hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other party, and its elected officials, its appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnitees"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnitees by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this Paragraph are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

2. **Insurance.** Each party shall procure and maintain its own insurance. Waukee shall require all contractors and subcontractors to have and maintain bonds and insurance as set forth in applicable contract documents.

3. **Notices and Invoices.** All notices, invoices and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

##### **Notices to Waukee:**

Public Works Director  
City of Waukee  
805 University Avenue  
Waukee, Iowa 50263

Notices to Xenia:

CEO/General Manager  
Xenia Rural Water District  
23998 141<sup>st</sup> Street  
PO Box 39  
Bouton, Iowa 50039

Notices to DMWW:

General Manager and Chief Executive Officer  
Des Moines Water Works  
2201 George Flag Parkway  
Des Moines, IA 50321-1190

4. Interpretation. If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional.

5. Dispute Resolution.

(a) The parties agree that any disputes arising between them with regard to the design of project improvements, with regard to the final acceptance of project improvements, or with regard to the final payment to a project contractor, as hereinabove more particularly provided, shall be submitted to arbitration. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.

(b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party requesting arbitration, one named in writing by the other party, and the third chosen by the first two arbitrators so chosen.

(c) The party requesting arbitration shall choose an arbitrator within ten business days following its demand. Its failure to do so shall be deemed a waiver of its request for arbitration. The other party shall name its arbitrator within ten business days following the receipt of notice of the naming of the requesting party's arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten business days following the selection of the second arbitrator. Should the two arbitrators first chosen fail to appoint a third arbitrator, application shall be made to the President of the Dallas County Bar Association by the party requesting arbitration to name such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.

(d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.

(e) If there be one arbitrator, the decision shall be binding; if three, the decision of any two shall be binding. The decision may be impeached only for fraud or mistake. Such decision shall be a condition precedent to any right of legal action.

(f) The costs of arbitration shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties.

(g) The decision of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

6. Entire Agreement. This Agreement and the other 28E Agreements referred to herein supersede all oral or written proposals and communications related to this Agreement between the parties. Each party acknowledges that such party has not been induced to enter this Agreement by any representations or statements oral or written, not contained in this Agreement. This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.

7. Governing Law. This Agreement shall be construed, both as to validity and performance, and shall be enforced in accordance with, and governed by, the laws of the State of Iowa.

8. No Partnership, Joint Venture or Joint Authority. Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture or any kind or agent/principal relationship between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, the other party to this Agreement.

9. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Agreement if and to the extent that performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression "cause beyond the reasonable control" shall be deemed to include, but not be limited to: acts, regulations, laws, or restraints imposed by any governmental body; wars, hostilities, sabotage, riots, or commotions; acts of God; or fires, frost, storms, or lightning.

10. No Waiver. No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by any party shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of any party to insist on strict performance of any agreement, term, condition, or covenant, herein set



forth, shall not constitute or be construed as a waiver of the rights thereafter to enforce any other default of such agreement, term, condition, or covenant.

11. No Assignment. Except as otherwise provided herein, this Agreement shall not be sold, assigned, transferred or conveyed in any respect by either party without prior written approval of the other parties. This Agreement shall remain binding upon the successors of the parties.

12. Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

13. Partial Invalidity. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

15. Receipt of Copy. Each of the parties to this Agreement acknowledges receipt of a fully executed copy of this Agreement and all attachments thereto.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed in counterparts, each of which shall be considered an original.

[SIGNATURE PAGES TO FOLLOW]

CITY OF WAUKEE, IOWA

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

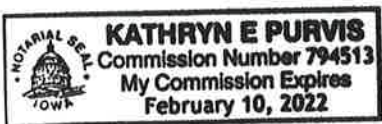
William F. Peard  
William F. Peard, Mayor

Attest: \_\_\_\_\_

Rebecca D. Schuett  
Rebecca D. Schuett, City Clerk

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF DALLAS            )

On this 5 day of February, 2019 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William F. Peard and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the CITY OF WAUKEE, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 14-550 of the City Council on the 4<sup>th</sup> day of February, 2019, and that William F. Peard and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.



Kathryn E Purvis  
Notary Public in and for the State of Iowa

XENIA RURAL WATER DISTRICT

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

Troy Wilson, Vice Chair

Attest: \_\_\_\_\_

Michael Schrum, Secretary

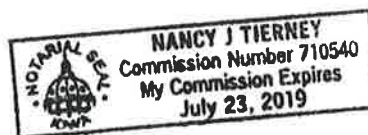
STATE OF IOWA )

COUNTY OF ~~POLK~~ <sup>Dallas</sup> )

SS: )

On this 28<sup>th</sup> day of February, 2019 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Troy Wilson and Michael Schrum, to me personally known, and, who, being by me duly sworn, did say that they are Board Vice Chair and Board Secretary, respectively of XENIA RURAL WATER DISTRICT; that the seal affixed to the foregoing instrument is the corporate seal of Xenia, and that the instrument was signed and sealed on behalf of Xenia, by authority of the Board of Xenia Rural Water district, as contained in the Resolution adopted by the Board, under Motion # 021905 of the Board on the day of 28<sup>th</sup> February, 2019, and that Troy Wilson and Michael Schrum acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Board by it voluntarily executed.

Nancy J. Tierney  
Notary Public in and for the State of Iowa



BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

By:

Diane C. Munns  
Diane C. Munns, Board Chairperson

Attest:

William G. Stowe  
William G. Stowe, General Manager and CEO

STATE OF IOWA     )  
                                   )  
COUNTY OF POLK    )

SS:

On this 26<sup>th</sup> day of February, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared Diane C. Munns and William G. Stowe, 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 instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 26<sup>th</sup> day of February, 2019, and that Diane C. Munns and William G. Stowe 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.

Michelle L. Watson  
Notary Public in and for the State of Iowa



[illegible]

## Exhibit B-1

### Part 1 – West Hickman Road Water Main Capacity Sale and Percent Ownership

Xenia shall provide 400,000 gallons per day of capacity rights in the existing 24" water main along West Hickman Road from the booster station located at the L.P. Moon Site to T Avenue to Wauke.

Flow Capacity of 24-inch

Pipe:

7,000 gpm

Revised 24" water main

value

\$3,054,628.45

Project Timing: Construction anticipated to begin Q1 of 2019 and be completed Q2 2019

	<b>Gallons Per Minute (gpm)</b>	<b>Share of Ownership</b>	<b>Cost</b>
Wauke	278	4%	\$121,216.67
Xenia	6,722	96%	\$2,933,411.78
Totals	7,000	100%	\$3,054,628.45

## Exhibit B-2

### Part 2 – Waukee/Xenia Booster Station Capacity Sale and Percent Ownership

Xenia shall provide 400,000 gallons per day of capacity rights in the booster station located at the L.P. Moon Site to Waukee

Current Booster Station	
Capacity	2,300 gpm
Revised Booster Station	
Value	\$1,123,479.82

Project Timing: Construction anticipated to begin Q1 of 2019 and be completed Q2 2019

	<b>Gallons Per Minute (gpm)</b>	<b>Share of Ownership</b>	<b>Cost</b>
Waukee	278	12%	\$135,686.11
Xenia	2,022	88%	\$987,793.71
Totals	2,300	100%	\$1,123,479.82

## **Exhibit B-3**

### **Part 3 – Chemical Feed Facility and Meter Pits Waukee/Xenia Joint System Facilities**

Waukee shall design and construct all new facilities required to make the Waukee/Xenia Joint System operate including, chloramination and chemical feed facility, a new control valve to control flow into Waukee, a new meter pit for metering water into Waukee, a new control valve to control flow to Xenia, a new meter pit for metering of water to Xenia, along with analyzers, telemetry and controls at these facilities.

	<b>Share of Cost</b>	<b>Estimated Cost</b>
Waukee	100%	<b>\$1,395,000.00</b>
Xenia	0%	<b>\$0</b>
Totals	100%	<b>\$1,395,000.00</b>



## **Exhibit B-4**

### **Part 4 – Chemical System at L.P. Moon Waukee/Xenia Joint System Facilities**

Xenia shall mothball the current chemical feed systems in the Clive Booster Station. DMWW shall design and construct a chlorine feed system from the L. P. Moon Pump Station that will be piped over to the Waukee/Xenia booster station to provide the opportunity to control the chlorine residual leaving the Waukee/Xenia booster station. Waukee pay costs associated with these improvements.

	<b>Share of Cost</b>	<b>Cost of Part 3</b>
Waukee	100%	<b>\$110,000.00</b>
Xenia	0%	<b>\$0</b>
Totals	100%	<b>\$110,000.00</b>

## Exhibit C

### Supplement Number 2 to Adoption Annex

This Supplement Number 2 to Adoption Annex is executed effective as of February 28, 2019, on behalf of the Board of Water Works Trustees of the City of Des Moines, Iowa ("DMWW") and the City of Waukee ("Waukee"), and shall form a part of the Water Service Agreement dated July 26, 2005, among DMWW and Waukee (the "Wholesale Water Service Master Agreement") for the purpose of adopting by reference the terms and conditions whereby DMWW operates and maintains the jointly owned booster station and feeder main as outlined in a 28E Agreement dated February 28, 2019 among Waukee, Xenia, and Des Moines Water Works.

This Supplement No. 2 to Adoption Annex shall be effective as of the date set forth above and shall form a part of the Adoption Annex and the Wholesale Water Service Master Agreement from and after such date.

BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

By: Diane C. Munns  
Diane C. Munns, Chairperson

ATTEST: William G. Stowe  
William G. Stowe, CEO and General Manager

CITY OF WAUKEE, IOWA

By: William F. Peurda  
William F. Peurda, Mayor

ATTEST: Rebecca D. Schuett  
Rebecca D. Schuett, city clerk

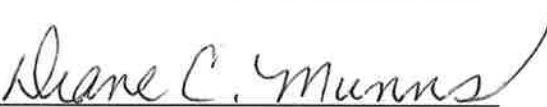
## Exhibit D

### Supplement Number 4 to Adoption Annex

This Supplement Number 4 to Adoption Annex is executed effective as of February 28, 2019, on behalf of the Board of Water Works Trustees of the City of Des Moines, Iowa ("DMWW") and Xenia Rural Water District ("Xenia"), and shall form a part of the Water Service Agreement dated July 26, 2005, among DMWW and Xenia (the "Wholesale Water Service Master Agreement") for the purpose of adopting by reference the terms and conditions whereby DMWW operates and maintains the jointly owned booster station and feeder main as outlined in a 28E Agreement dated February 28 2019 among Waukee, Xenia, and Des Moines Water Works.

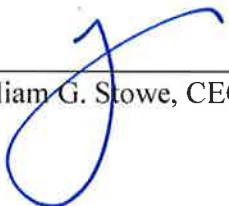
This Supplement No. 4 to Adoption Annex shall be effective as of the date set forth above and shall form a part of the Adoption Annex and the Wholesale Water Service Master Agreement from and after such date.

BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

By:   
Diane C. Munns, Chairperson

XENIA RURAL WATER DISTRICT

By:   
Troy Wilson, Vice Chair

ATTEST:   
William G. Stowe, CEO and General Manager

ATTEST:   
Michael Schrum, Secretary

**FIRST AMENDMENT TO 28E AGREEMENT BY AND BETWEEN  
THE CITY OF WAUKEE, IOWA  
XENIA RURAL WATER DISTRICT,  
AND THE BOARD OF WATER WORKS TRUSTEES OF THE  
CITY OF DES MOINES, IOWA**

This First Amendment of 28E Agreement (hereinafter "this Agreement") is made and entered into by and among the CITY OF WAUKEE, IOWA ("Waukee"), XENIA RURAL WATER DISTRICT ("Xenia"), and the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA ("DMWW") (each a "party" and collectively "the parties") as of the dates set forth below.

**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, DMWW, Waukee, and Xenia are parties to an agreement established pursuant to Chapter 28E, Iowa Code to provide for the ownership, operation, use and maintenance of the Waukee/Xenia Joint System Facilities that has been filed with the Iowa Secretary of State on April 3, 2019 as Agreement Number M511603 (the "Waukee-Xenia-DMWW 28E Agreement").

**WHEREAS**, as the project has developed, the parties have ascertained that certain specifications as to location of facilities need to be corrected and the parties desire to modify some of the provisions of the Waukee-Xenia-DMWW 28E Agreement accordingly in the respects and particulars provided herein.

**NOW THEREFORE**, in consideration of the mutual undertakings hereby provided Waukee, Xenia, and DMWW hereby agree that the Waukee-Xenia-DMWW 28E Agreement shall be amended as follows:

1. Preamble paragraphs four and five of the Waukee-Xenia-DMWW 28E Agreement is amended by deleting such in their entirety and replacing them with the following:

**WHEREAS**, Xenia desires to sell to Waukee capacity in its existing 24" feeder main located along West Hickman Road from DMWW's LP Moon facility (the "L.P. Moon Site") to inlet side of Chemical Feed Facility and Meter Pits to be constructed east of T Avenue and capacity in its existing booster station located at the L.P. Moon Site. Following such sale Waukee and Xenia will jointly own this facility.

**WHEREAS**, Waukee and Xenia desire that DMWW assume responsibility for operation and maintenance of the jointly owned Waukee/Xenia booster station located at the L.P. Moon Site and the 24" feeder main to from the L.P. Moon Site to inlet side of Chemical Feed Facility and Meter Pits to be constructed east of T Avenue. The cost of operation, maintenance and improvements to this station will be paid by Waukee and Xenia to DMWW according to the provisions of this agreement.

2. Part 1 of Section 2 of Article I of the Waukee-Xenia-DMWW 28E Agreement is amended by deleting such Part in its entirety and replacing it with the following:

**Part 1** – The sale by Xenia to Waukee of the right of use of 400,000 gallons per day of capacity in the existing 24” water main along West Hickman Road from the L.P. Moon site to inlet side of Chemical Feed Facility and Meter Pits to be constructed east of T Avenue. Following the sale Xenia and Waukee shall jointly own this facility.

3. Part 2 of Article II of the Waukee-Xenia-DMWW 28E Agreement is amended by deleting such Part in its entirety and replacing it with the following:

2. Part 1 Responsibilities. Xenia shall provide 400,000 gallons per day of capacity rights in its existing 24” water main along West Hickman Road from the Xenia Booster Station located at the L.P. Moon Site to inlet side of Chemical Feed Facility and Meter Pits to be constructed east of T Avenue (the “West Hickman Road Main”) to Waukee in exchange for payment computed as set forth in Exhibit B-1 and as provided in Article IV of this Agreement. Such payment shall be made as provided in Article IV of this Agreement.

4. Exhibit B-1 of the Waukee-Xenia-DMWW 28E Agreement is amended by deleting Exhibit B-1 in its entirety and replacing it with the attached Exhibit B-1.

5. This First Amendment shall be effective as of the date of its filing with the Iowa Secretary of State. Except as so amended, the Waukee-Xenia-DMWW 28E Agreement shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have caused this First Amendment to 28E Agreement to be executed in counterparts, each of which shall be considered an original.

SIGNATURE PAGES TO FOLLOW

CITY OF WAUKEE, IOWA

By: \_\_\_\_\_  
Courtney Clarke, Mayor

Attest: \_\_\_\_\_  
Rebecca D. Schuett, City Clerk

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF DALLAS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Courtney Clarke and Rebecca D. Schuett, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF WAUKEE, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the day of \_\_\_\_\_, 2022, and that Courtney Clarke and Rebecca D. Schuett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

XENIA RURAL WATER DISTRICT

By: \_\_\_\_\_  
Dan Lovett, Chair

Attest: \_\_\_\_\_  
Peter Jensen, Secretary

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan Lovett and Peter Jensen, to me personally known, and, who, being by me duly sworn, did say that they are Board Chair and Board Secretary, respectively of XENIA RURAL WATER DISTRICT; that the seal affixed to the foregoing instrument is the corporate seal of Xenia, and that the instrument was signed and sealed on behalf of Xenia, by authority of the Board of Xenia Rural Water district, as contained in the Resolution adopted by the Board, under Motion # \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and that Dan Lovett and Peter Jensen acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Board by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

By: \_\_\_\_\_  
Graham Gillette, Board Chairperson

Attest: \_\_\_\_\_  
Ted Corrigan, CEO and General Manager

STATE OF IOWA     )  
                              )     SS:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Graham Gillette 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 instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and that Graham Gillette 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



# Exhibit B-1

## Part 1 – West Hickman Road Water Main Capacity Sale and Percent Ownership

Xenia shall provide 400,000 gallons per day of capacity rights in the existing 24" water main along West Hickman Road from the booster station located at the L.P. Moon Site to inlet side of Chemical Feed Facility and Meter Pits to be constructed east of T Avenue to Waukee.

Flow Capacity of 24-inch	
Pipe:	7,000 gpm
Revised 24" water main	
value	\$3,054,628.45

Project Timing: Construction anticipated to begin Q1 of 2019 and be completed Q2 2019

	<b>Gallons Per Minute (gpm)</b>	<b>Share of Ownership</b>	<b>Cost</b>
Waukee	278	4%	<b>\$121,216.67</b>
Xenia	6,722	96%	<b>\$2,933,411.78</b>
Totals	7,000	100%	<b>\$3,054,628.45</b>

## **AGENDA ITEM FORM**

**SUBJECT: Amendment to 28E Agreement Between the City of Des Moines, Iowa, and the Board of Water Works Trustees of the City of Des Moines, Iowa, for the Payment of PILOT Charges and Maintenance of Fleur Drive Medians and Availability of City Group Benefit Plans**

**SUMMARY:**

- The City of Des Moines and Des Moines Water Works (DMWW) have a long history of cooperative agreements involving many issues including providing free water to the City, police and fire protection, utility assets in City-owned rights-of-way, and billing/collection for city services. Prominent among these agreements are 1) Payment in Lieu of Taxes (PILOT) Agreement in which DMWW recognizes its role in the community to contribute towards Police and Fire protection, even though as a public entity it is legally exempt from property taxes, and 2) Billing and Collection Services Agreement in which DMWW bills Des Moines customers for water and several City-managed enterprise funds (currently solid waste, sanitary sewer and stormwater fees).
- As part of these previous agreements, DMWW began maintaining the Fleur Drive medians around 2003.
- Included in the Fleur Drive reconstruction project, an irrigation system is being added for the Fleur Drive medians. This will significantly reduce staff time from manually watering all the medians and minimize disruption of traffic on Fleur Drive caused by the occasional blockage of a lane of traffic with the watering truck.
- This amendment clarifies who is responsible for the operation and maintenance of the new irrigation system. Key components of this agreement include:
  - DMWW is responsible for startup and shutdown of the irrigation system, repair and maintenance of minor irrigation system components and flood cleanup of medians.
  - The City of Des Moines is responsible for graffiti removal and replacement or repair of major irrigation system components.
- These changes would be incorporated into the Chapter 28E Agreement with the City by the attached Amendment.

**FISCAL IMPACT:**




DMWW paid approximately \$100,000 in maintenance expense for Fleur Drive Medians in 2021. It is anticipated this will increase in 2022 to approximately \$150,000 as additional medians are replanted with the completion of the Fleur Drive Reconstruction project.

**RECOMMENDED ACTION:**

Recommend the Board approve and authorize the Chairperson and CEO and General Manager to execute the Amendment to 28E Agreement between the City of Des Moines, Iowa, and the Board of Water Works Trustees of the City of Des Moines, Iowa, for the Payment of PILOT Charges and Maintenance of Fleur Drive Medians and Availability of City Group Benefit Plans.

**BOARD REQUIRED ACTION:**

Motion to approve and authorize the Chairperson and CEO and General Manager to execute the Amendment to 28E Agreement between the City of Des Moines, Iowa, and the Board of Water Works Trustees of the City of Des Moines, Iowa, for the Payment of PILOT Charges and Maintenance of Fleur Drive Medians and Availability of City Group Benefit Plans.

 Jessica Barnett (date) 2-17-22 Supervisor of Property Management	 Kyle A. Danley, P.E. (date) 2-17-22 Chief Operating Officer	 Ted Corrigan, P.E. (date) 2/17/22 CEO and General Manager
--	--	---

Attachments: Amendment to Chapter 28E Agreement between DMWW and the City of Des Moines

**AMENDMENT  
TO  
28E AGREEMENT BETWEEN THE CITY OF DES MOINES, IOWA AND THE  
BOARD OF WATER WORKS TRUSTEES OF  
THE CITY OF DES MOINES, IOWA FOR THE PAYMENT OF PILOT CHARGES  
AND MAINTENANCE OF FLEUR DRIVE MEDIANS AND AVAILABILITY OF CITY  
GROUP BENEFIT PLANS**

THIS AMENDMENT, by and between the City of Des Moines (“City”) and the Board of Water Works Trustees of the City of Des Moines, Iowa (“Water Works”) to the 2016 28E Agreement Between The City of Des Moines, Iowa and the Board of Water Works Trustees of the City of Des Moines, Iowa for the Payment of Pilot Charges and Maintenance of Fleur Drive Medians and Availability of City Group benefit Plans, filed as M509697 with the Iowa Secretary of State (“the 28E Agreement”).

WHEREAS, an irrigation system is intended to be added to the Fleur Drive medians, with the exception of those medians south of McKinley Avenue, by the City during the phased reconstruction of Fleur Drive beginning in 2019-2020, with such irrigation system expected to be completely installed in the medians in future years as determined by the City’s Fleur Drive construction projects; and

WHEREAS, an irrigation system is also intended to be added to the Fleur Drive medians south of McKinley Avenue by the City as fundraising and grants become available to support completion of such work.

WHEREAS, Water Works and City desire to modify the City and Water Works Responsibilities in Part IV of the 28E Agreement as described below.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The following shall be added as additional Water Works Responsibilities in paragraph 10, Part IV of the Agreement:

To subsection 10. A:

- (1) Irrigation yearly start-up, back-flow inspection, shutdown, on-going maintenance, adjustment and replacement of drip irrigation parts, maintaining clock and weather station.
- (2) Repair and maintenance of all irrigation system components, which are not Major Irrigation System Components (described in the amended Part IV, section 11.C(1)), which include but are not limited to, lateral and vertical piping downstream of isolation valves and sprinkler heads.
- (3) Flood clean-up of Fleur Drive medians, City right-of-way along Fleur drive north of Bell Avenue, displays under and adjacent to the MLK Parkway/Fleur drive interchange. Gray’s Lake Park is not the obligation of Water Works to clean-up.

To subsection 10.B:

(1) Graffiti removal within Water Works Park on the City Trails.

2. The following shall be added as additional City Responsibilities in paragraph 11, Part IV of the Agreement:

To subsection 11.B:

(1) Graffiti removal on the Meredith Trail and City Trails on City property.

To subsection 11.C:

(1) Replace or repair Major Irrigation System Components as needed due to obsolescence, traffic damage, flooding, work in right-of-way, and other similar conditions. "Major Irrigation System Components" to be replaced or repaired by the City are defined as connection taps to the water main, meter and meter pits, pumps and backflow prevention devices, controllers, communications cables, mainline piping and isolation valves.

(2) Graffiti removal on the Fleur Drive medians.

3. This Amendment shall become effective on April 1, 2022.
4. Except as modified above, all other terms of the 28E Agreement shall remain in effect.

CITY OF DES MOINES, IOWA

\_\_\_\_\_  
T. M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Ann DiDonato, Assistant City Attorney

\_\_\_\_\_  
P. Kay Cmelik, City Clerk

STATE OF IOWA            )  
                                      ) SS:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and P. Kay Cmelik, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 22-\_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and that T. M. Franklin Cownie and P. Kay Cmelik acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

BOARD OF WATER WORKS TRUSTEES  
OF THE CITY OF DES MOINES, IOWA

---

Graham Gillette, Board Chairperson

ATTEST:

---

Ted Corrigan, CEO and General Manager

STATE OF IOWA     )  
                                  )     SS:  
COUNTY OF POLK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared GRAHAM GILLETTE and TED CORRIGAN, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the CEO & 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 \_\_\_\_\_, 2022, and that GRAHAM GILLETTE 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

## **AGENDA ITEM FORM**

**SUBJECT: Information Items**

**SUMMARY:**

- A. Board Committee Reports
  - Planning Committee
  - Finance and Audit Committee
  - Bill Stowe Memorial Committee
  - Greater Des Moines Botanical Garden Board
  - Des Moines Water Works Park Foundation Board
- B. Staff Updates
  - External Affairs
- C. CEO and General Manager's Comments
- 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.

/	/	
(date)	(date)	Ted Corrigan, P.E. CEO and General Manager

Attachments: Des Moines Water Works Park Foundation Executive Summary, 2022 Vision-Mission-Values, Board Minutes, December 2021 Financials; Contract Status and Professional Services Agreements Spreadsheets



**14 February 2022**

**Updates from the Des Moines Water Works Park Foundation**

**The Campaign/Development:**

The finishing campaign continues to move forward. About \$1.1M remain to reach our \$13M goal. The Foundation is continuing to work with the City and DMWW on resolving the connector balance.

**Park Construction**

Nothing new to report.

**DMWWPF Board Mission, Vision and Values**

After several months of work, the DMWWPF Board adopted new Mission, Vision and Value statements. The new statements reflect a shift from capital focus to programming focus. Attached.

**Programming**

KIOA and the Des Moines Radio Group are planning a Mental Health "SCREAM" day at the amphitheater on Saturday March 5<sup>th</sup>. The Extraordinary Egg Hunt and Earth Day trash pick up is scheduled for Saturday, April 23<sup>rd</sup>. We continue to work through bookings for the 2022 season. The Des Moines Gardening Club is still planning to bring the Olmstead Exhibit to the park in March.



**February Meeting Minutes, December Financials and new Mission, Vision and Value Statements attached.**



## DES MOINES WATER WORKS PARK FOUNDATION

### Updated Vision, Mission and Values

2/11/2022

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#### **Vision:**

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

#### **Mission:**

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

#### **Values:**

1. *Conservation:* We are a model of urban conservation that protects and promotes our natural environment through engaging amenities and activities, with an intentional focus on clean water.
2. *Well-being:* We provide opportunities for park lovers of any age to invigorate their bodies and quiet their minds through recreation, play, and connection to nature.
3. *Collaboration:* We nurture and grow strategic partnerships with other organizations and community attractions to maximize our collective impact.
4. *Inclusion:* We create a place that is welcoming to all, encouraging and growing understanding, and connection to strengthen our community. We are everyone's park.
5. *Amazement:* We leverage 1500 acres of urban greenspace to create unique experiences that delight and amaze human visitors, while respecting and enhancing the park's ecosystem.





## **DES MOINES WATER WORKS PARK FOUNDATION**

### **Board of Directors Meeting**

**Friday, February 11, 2022 – 12:00 – 1:30**

**BOD Members in Attendance:** Matt Van Loon, Teri Tebockhorst, Drew Manatt, Amy Jennings, Dara Madigan, Ashley Aust, Raul Cunarro, Crystal Franke, Jason Stone, Jen Cross

**Guests/Staff:** Cassandra Halls & Sam Carrell – DMWWPF, Mike McCurnin – DMWW, Jenny Herrera

**I. Call to Order/President's Comments & Welcome/Affirm Agenda** – Matt Van Loon

**II. Approve minutes** – Matt Van Loon

**Motion:** Ashley Aust **Second:** Teri Tebockhorst

**Motion Passed**

**III. Financial Report** – Sam Carrell for Ardis Kelley

Carrell presented end of year financials. Normal expenses for month of December. Jennings asked for clarification on Capital expense – final RDG add on design expenses.

**Motion to Accept Financials:** Crystal Franke **Second:** Amy Jennings

**Motion Passed**

Carrell had developed draft budget and is sharing with each committee chair for review. Budget is based on planned committee activity and amphitheater bookings. A projected cash flow was presented. Carrell explained we have cash in two locations, the Community Foundation account and at Bankers Trust. The Banker's Trust account is where money is directed from our different automated giving through donor perfect and Givebutter platforms. Carrell walked BOD through projected cash flow by month based on anticipated revenue, expenses and current cash position, noting early outlays before you start to see revenue coming in from sponsorships, concerts and events. First Fleet projections shared based on current schedule (approx. 11 shows). Carrell explained Sam Summers books Hinterland favorites as solo acts at the amphitheater. Question regarding administration expense, Carrell shared it included shared admin expense along with fees for Halls and Carrell.

#### **IV. Committee Reports**

Purpose of this was from the December board plan meeting to get more education to our board.

- Programming – Jenny Herrera/Bethany Wilcoxon  
Focus is on bringing people to the park. They meet the first Thursday of every month at noon. Doing well with the skill set on the committee.  
Priorities are seven types of events.
  - Earth Day Extravaganza – staple event.
  - Crab Apple Celebration – push to next year. Do planning on this during 2022.
  - Scavenger Hunt – Bring people in every quarter. Spring will be first event.
  - Documentary series – Practical farmers
  - Wellness Day – June 5
  - Innovation Celebration
  - Marathon
- Marketing – Teri Wood TeBockhorst  
Looking for a way to craft and develop our message and get our name out there. Recruited two individuals to be the Chair and Co-Chair of this committee. Working with Sam on the radio sponsorships in the near future.
- Development – Teri Wood TeBockhorst  
Using consultant type relationship to help us with this.  
Learn the fundamentals of grant writing. Dara is an expert and will help us with this information. Whole board needs to be trained so we have the same message across the board.
- Implementation – Cassandra Halls  
Chad leads this committee. Meet as needed. Purpose is to oversee maintenance and physical improvements to the park. Biggest issue in 2022 is weatherization of the stage. Partner with RDG to find something to help cover the needed area – big undertaking. Options are very expensive and need to circle back with promoters.
- Governance – Ashley Aust  
Purpose is to review governance process for our board. Succession and training, best practices for the organization. Focusing on recruitment for board and also succession. This creates a knowledge within the committees and the future board. Orientation development to help create cross functionality amongst committees. Don't meet regularly but do meet with various executive team members and chairs. Looking at a half day orientation.

- V. **New BOD Member Nomination** – Ashley Aust/Teri Wood TeBockhorst  
Ashely gave background of two new potential board members: Chris Lightfoot and Corey Morrison.

**Motion:** Amy Jennings

**Second:** Teri Tebockhorst

**Motion Passed**

VI. **BOD Topics for Discussion and Updates**

- New Orientation Plan – Ashley Aust
- Mission Vision Values – Cassandra Halls

Mission & Vision

**Motion to Approve:** Ashley Aust **Second:** Amy Jennings

**Motion Approved**

Discuss Values: Team likes the values.

**Motion to Approve:** Amy Jennings **Second:** Ashley Aust

**Motion Approved**

- Lakeside Lab/Stowe Memorial – Amy Jennings  
Lakeside Lab south in the park. Director of Lakeside Lab is extremely excited about the idea. Happening quickly and we want to be brought along the way. No one was opposed to the idea from the larger group of organizations involved. If they use space in the park, we'll need to know what our responsibilities are and what the utility takes on.

VII. **Executive Director Report** – Sam Carrell

- Fundraising Report  
Grant for \$100k being written and submitted on Monday, Feb 14<sup>th</sup>  
State grant from Advance Iowa – another \$46k we still need to collect. Will include what's paid for the connector.
- City/Connector/Bridge Update  
Negotiating with city on \$540k. City indicated money may need to be connected to the sound ordinances.
- Loan Renewal  
Standard renewal. No changes.
- 2022 Season  
Filling up. Nadas looking at July date.  
Mental Health Scream Day – way to get people out. Personalities have been involved, they've toured the facility.

VIII. **Announcements**

Speaker list sheet out on the front page of the board folders in Google Drive.

Nominations for community leadership institute. Please nominate people you know.

IX. **Adjourn**

**Motion:** Madagan **Second:** Jennings **APPROVED**

**Upcoming Events:**

BOD Meeting – Friday, March 11 – 12 pm – 1:30 pm – (location TBD)

KIOA - Mental Health Scream Day – Saturday, March 5

Respectfully Submitted, Crystal Franke, Secretary

Des Moines Water Works Park Foundation

<i>Comparative Statements of Financial Position as of</i>	<u>December 31, 2021</u>	<u>November 30, 2021</u>	<u>December 31, 2020</u>
<b>ASSETS</b>			
Cash and Cash Equivalents	\$ 163,886.67	\$ 92,297.46	\$ 166,358.46
Investments - Endow Iowa	59,004.60	58,977.16	53,645.58
Pledges Receivable	933,327.40	938,327.40	1,172,842.85
Prepaid Expenses	766.39	1,003.82	1,047.90
<b>Total Assets</b>	<u>\$ 1,156,985.06</u>	<u>\$ 1,090,605.84</u>	<u>\$ 1,393,894.79</u>
<b>LIABILITIES</b>			
Accounts Payable	\$ 9,003.24	\$ 1,950.73	\$ -
Accrued Expenses	1,325,346.61	1,325,346.61	600,000.00
Loan Payable - Line of Credit	703,745.80	703,745.80	1,003,813.00
<b>Total Liabilities</b>	<u>\$ 2,038,095.65</u>	<u>\$ 2,031,043.14</u>	<u>\$ 1,603,813.00</u>
<b>NET ASSETS</b>			
Net Assets without donor restrictions:			
Available to Spend	\$ 1,045,121.32	\$ 962,213.61	\$ 1,022,662.07
Net Assets with donor restrictions:			
Endow Iowa	59,004.60	58,977.16	53,645.58
Karras Kaul Sculpture	10,957.21	11,487.21	-
Park Improvement/Fleur Trail	(1,996,193.72)	(1,973,115.28)	(1,286,225.86)
<b>Total Net Assets</b>	<u>\$ (881,110.59)</u>	<u>\$ (940,437.30)</u>	<u>\$ (209,918.21)</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,156,985.06</u>	<u>\$ 1,090,605.84</u>	<u>\$ 1,393,894.79</u>

Des Moines Water Works Park Foundation  
Consolidated Statement of Financial Activity and Change in Net Assets  
For the twelve months ending December 31, 2021

	December-21			FISCAL YEAR TO DATE			Annual Budget
	Actual	Budget	Budget Variances	Actual	Annual Budget to Date	Budget Variances to Date	2021
<b>REVENUES AND OTHER SUPPORT</b>							
<b>Capital Support</b>							
Campaign Income	\$ 2,682.30	\$ 194,731.25	\$ (192,048.95)	\$ 75,182.53	\$ 2,336,775.00	\$ (2,261,592.47)	\$ 2,336,775.00
<b>Non Capital Support/Giving</b>							
Corporate & Foundation Giving	-	-	-	24,494.12	-	24,494.12	-
Fee for Service Income	-	-	-	800.00	-	800.00	-
Individual Gifts	3,711.25	-	3,711.25	57,398.68	-	57,398.68	-
Park Sponsorships	-	2,500.00	(2,500.00)	-	30,000.00	(30,000.00)	30,000.00
Special Event Income	-	1,041.67	(1,041.67)	57,215.00	12,500.00	44,715.00	12,500.00
State Grant Income	-	2,083.33	-	17,700.00	25,000.00	(7,300.00)	25,000.00
User/Vendor Revenue	95,679.00	31,230.83	64,448.17	97,429.00	374,770.00	(277,341.00)	374,770.00
<b>Total Non Capital Support/Giving</b>	\$ 99,390.25	\$ 36,855.83	\$ 62,534.42	\$ 255,036.80	\$ 442,270.00	\$ (187,233.20)	\$ 442,270.00
Investment Income, net of fees	2,815.46	-	2,815.46	8,489.41	-	8,489.41	-
<b>Total Revenues and Other Support</b>	\$ 104,888.01	\$ 231,587.08	\$ (126,699.07)	\$ 338,708.74	\$ 2,779,045.00	\$ (2,440,336.26)	\$ 2,779,045.00
<b>EXPENSES</b>							
<b>Operating Expenses</b>							
Accounting/Audit	\$ 1,925.00	\$ 923.58	\$ 1,001.42	\$ 11,000.00	\$ 11,083.00	\$ (83.00)	\$ 11,083.00
Annual Meeting	-	125.00	(125.00)	-	1,500.00	(1,500.00)	1,500.00
Bank Charges	15.78	-	15.78	729.77	-	729.77	-
Board of Directors	224.70	87.50	137.20	224.70	1,050.00	(825.30)	1,050.00
Consulting Services	-	3,800.00	(3,800.00)	54,588.44	45,600.00	8,988.44	45,600.00
Development	-	16.67	(16.67)	-	200.00	(200.00)	200.00
General Office	3,301.02	458.33	2,842.69	11,211.84	5,500.00	5,711.84	5,500.00
Legal Expense	-	2,500.00	(2,500.00)	-	30,000.00	(30,000.00)	30,000.00
Marketing	67.39	2,513.33	(2,445.94)	2,027.50	30,160.00	(28,132.50)	30,160.00
Meetings	-	79.17	(79.17)	-	950.00	(950.00)	950.00
Miscellaneous	-	41.67	(41.67)	-	500.00	-	500.00
Park Maintenance	-	7,500.00	(7,500.00)	-	90,000.00	(90,000.00)	90,000.00
Printing	-	-	-	515.73	-	515.73	-
Special Event Expense	-	791.67	(791.67)	1,100.00	9,500.00	(8,400.00)	9,500.00
Staffing & Administrative Costs	4,770.00	8,600.00	(3,830.00)	57,240.00	103,200.00	(45,960.00)	103,200.00
Supplies Expense	-	-	-	905.00	-	905.00	-
Travel	-	250.00	(250.00)	-	3,000.00	(3,000.00)	3,000.00
<b>Total Operating Expenses</b>	\$ 10,303.89	\$ 27,686.92	\$ (17,383.03)	\$ 139,542.98	\$ 332,243.00	\$ (192,200.02)	\$ 332,243.00
<b>User Committee Expenses</b>							
Building Repairs	-	-	-	13.70	-	13.70	-
Contract Labor	5,000.00	-	5,000.00	16,800.00	-	16,800.00	-
Printing Expense	-	-	-	207.99	-	207.99	-
Office Supplies	-	-	-	12.39	-	12.39	-
Professional Services	530.00	-	530.00	530.00	-	530.00	-
Program Expense	-	165.42	(165.42)	-	1,985.00	(1,985.00)	1,985.00
Rent Expense	-	-	-	884.05	-	884.05	-
Special Event Expenses	2,904.32	10,416.67	(7,512.35)	57,800.40	125,000.00	(67,199.60)	125,000.00
Supplies Expense	-	-	-	68.24	-	68.24	-
Utilities	1,062.33	830.00	232.33	8,890.96	9,960.00	(1,069.04)	9,960.00
<b>Total User Committee Expenses</b>	\$ 9,496.65	\$ 11,412.08	\$ (1,915.43)	\$ 85,207.73	\$ 136,945.00	\$ (51,737.27)	\$ 136,945.00
<b>Capital Expenses</b>							
Campaign Support	23,791.25	-	23,791.25	33,058.75	-	33,058.75	-
Fleur Underpass Trail Expense	-	91,666.67	(91,666.67)	725,346.61	1,100,000.00	(374,653.39)	1,100,000.00
Interest Expense	1,969.51	3,296.42	(1,326.91)	26,745.05	39,557.00	(12,811.95)	39,557.00
Park Improvements	-	7,500.00	(7,500.00)	-	90,000.00	(90,000.00)	90,000.00
<b>Total Capital Expenses</b>	\$ 25,760.76	\$ 102,463.08	\$ (76,702.32)	\$ 785,150.41	\$ 1,229,557.00	\$ (444,406.59)	\$ 1,229,557.00
<b>Total Expenses</b>	\$ 45,561.30	\$ 141,562.08	\$ (96,000.78)	\$ 1,009,901.12	\$ 1,698,745.00	\$ (688,343.88)	\$ 1,698,745.00
<b>Change in Net Assets</b>	\$ 59,326.71	\$ 90,025.00	\$ (30,698.29)	\$ (671,192.38)	\$ 1,080,300.00	\$ (1,751,992.38)	\$ 1,080,300.00
<b>Net Assets, Beginning of Year</b>				(209,918.21)			
<b>Net Assets, End of Year</b>				<u>\$ (881,110.59)</u>			

## COMPETITIVE BIDS CONTRACT STATUS FOR FEBRUARY 2022

Presdimentation Basins - Valve Replacement	Remaining work to be removed from contract. Anticipate a March or April acceptance.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	The Waldinger Corporation 3/16/2020 \$1,427,530.00 \$70,962.00 \$1,498,492.00 \$642,378.10 Mar-22
2020 Well Rehabilitation - McMullen Water Treatment Plant	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	BCI Water Resources Group, Inc. 7/20/2020 \$1,053,975.00 \$0.00 \$1,053,975.00 \$876,866.50 Feb-22
NW 26th Street Booster Station	Commissioning and testing continues	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Henkel Construction Company 8/14/2020 \$1,533,000.00 \$69,618.46 \$1,602,618.46 \$1,384,444.33 Feb-22
Gallery Valve Chamber Structures Reconstruction	Construction is substantially complete.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Synergy Contracting, LLC 4/19/2021 \$432,770.00 \$16,204.70 \$448,974.70 \$383,053.50 May-22
2021 Des Moines Water Main Replacement Contract 1 - E. Pleasant View Drive & E. 17th Street	Construction is substantially complete.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Synergy Contracting, LLC 5/11/2021 \$1,806,597.00 \$305,565.79 \$2,112,162.79 \$2,125,076.76 May-22
2021 Des Moines Water Main Replacement Contract 2 - Feeder Main at SE 15th Street and Martin Luther King Jr. Parkway	Construction is substantially complete.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Raccoon Valley Contractors 5/14/2021 \$1,619,134.00 \$0.00 \$1,619,134.00 \$1,616,050.00 May-22

Item IV-D

Nitrate Removal Facility Crawlspace Renovation	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	Henkel Construction Company 6/1/2021 \$1,312,000.00 \$182,678.68 \$1,494,678.68 \$716,971.36 Feb-22
S.E. Polk N.E. Morgan Drive Meter 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	Synergy Contracting, LLC 11/29/2021 \$186,000.00 \$1,320.00 \$187,320.00 \$143,370.00 Mar-22
2021 Well Rehabilitation	SWTP Well #2 is to be done in place of SWTP Well #1. Work slated to begin in late February.	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. pending \$1,344,820.00 \$0.00 \$1,344,820.00 \$0.00 Dec-22
LP Moon Pumping Station Sodium Hypochlorite Feed Modifications	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	The Waldinger Corporation 10/18/2021 \$69,590.00 \$3,328.00 \$72,918.00 \$39,206.81 May-22
2021 Des Moines Water Main Replacement Contract 4 - Indianola Ave.	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	J & K Contracting, LLC 11/2/2021 \$678,678.00 \$8,690.00 \$687,368.00 \$575,813.00 Mar-22
Des Moines River Intake Roof Structure Modifications	Notice to proceed was issued 11/18/2021	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Henkel Construction Company 11/18/2021 \$311,000.00 \$0.00 \$311,000.00 \$0.00 Mar-22
Joint Eastside Booster Station Hypochlorite Feed System	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	C.L. Carroll Co., Inc. 12/6/2021 \$202,000.00 \$0.00 \$202,000.00 \$0.00 Mar-22



L. P. Moon Pumping Station - Pump No. 8	Notice to proceed pending. DMWW acquiring owner-provided equipment.	Contractor	The Waldinger Corporation
		Notice to Proceed	pending
		Original Contract Sum	\$123,390.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$123,390.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	Dec-22
Norwalk Highway G14 Meter Vault	Staff is reviewing contract documents. Pre construction meeting scheduled for 2/24	Contractor	Rognes Corp.
		Notice to Proceed	pending
		Original Contract Sum	\$536,000.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$536,000.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	May-22
Fleur Drive Operations Center Stormwater System Improvements - Phase 2	Staff is reviewing contract documents. Pre construction meeting scheduled for 2/17	Contractor	WRH, Inc.
		Notice to Proceed	pending
		Original Contract Sum	\$1,179,900.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$1,179,900.00
		Total Completed to Date	\$0.00
		Anticipated Completion Date	Dec-22

**COMPETITIVE QUOTATIONS CONTRACT STATUS FOR FEBRUARY 2022**

Contractor	
Date of Contract	
Notice to Proceed	
Original Contract Sum	
Net Change by Change Orders	
Contract Sum to Date	\$0.00
Total Completed to Date	
Anticipated Completion Date	

## PROFESSIONAL SERVICES AGREEMENTS

No.	Service	Selected Vendor	Date	Amount	Comments
1	Communications, Public Relations	MW Media Consultants	Q4 2020	\$4,000/month	Melissa Walker
2	Legislative Advocacy	Advocacy Strategies	2020-2021	\$10,000/qtr	
3	Updates to Regional Cost Model with Retail Rate Impacts	FCS Group	1/1/2021	\$33,200	
4	2017 Long Range Plan Timeline Review	HDR Engineering	1/7/2021	\$18,000	COMPLETE
5	Social Media Consultant	Megan McDowell	2/15/2021	\$909.09/month	Independent contractor
6	Easement Exhibit for NW 26th Street Booster Station	JEO Consulting Group	2/8/2021	\$1,200	COMPLETE
7	Inspection Services for Pleasant Hill Tower painting	Dixon Engineering	2/11/2021	\$45,420	COMPLETE
8	Engineering Services - Drafting water main relocations for City of Des Moines Hamilton Drain - Phase 2	Kirkham Michael	2/25/2021	\$10,000	COMPLETE
9	Railroad Right-Of-Way Assistance	VAA Engineering	4/9/2021	\$5,000	COMPLETE
10	Drafting Assistance for Bondurant Meter Pit	Veenstra & Kimm, Inc.	4/9/2021	\$3,000	COMPLETE
11	Electrical Consultation: LP Moon Pump 8	Stanley Consultants	5/6/2021	\$9,500	COMPLETE
12	Design and construction services: Joint Eastside Booster Station Hypochlorite Feed System	Veenstra & Kimm, Inc.	6/8/2021	\$22,900	
13	Design and construction services: Operation Center Stormwater Pump Station Improvements	Veenstra & Kimm, Inc.	6/8/2021	\$50,150	
14	Roof Membrane Relaxation Design	WTI	7/2/2021	\$3,000	
15	Design and preconstruction for DSM River Intake Roofing and Structural Modification	Accord Architecture	7/2/2021	\$9,280	COMPLETE
16	Maffitt East Feeder Main Control Valve Design	Stanley Consultants	8/6/2021	\$46,920	
17	Engineering & Drafting assistance - 2021 DM WMR #4	JEO Consulting Group	8/16/2021	\$20,270	COMPLETE
18	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	
19	Survey Services for 2022 WMR - SW 10th Place	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
20	Survey Services for 2022 WMR - SW 11th Street	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
21	Specs and Contract Documents for 2022 Tank Painting - Tenny	Dixon Engineering	11/24/2021	\$5,125	
22	Drafting and Design for City of DM 2nd Ave. Improvements Project - University Ave to 2nd Ave Bridge	Bolton & Menk	11/22/2021	\$39,510	
23	Survey Services for 2022 WMR - Luster Ln & SW 9th St	McClure Engineering	12/1/2021	\$19,325	COMPLETE
24	Specs and Contract Documents for 2022 Tank Painting - Runnells	Dixon Engineering	12/28/2021	\$6,625	
25	Consulting Services for Replacement of Financial Mgmt. Software	Adbo Financial Solution	2/11/2022	\$98,400	