

**MEETING**  
**Board of Water Works Trustees**  
Des Moines Water Works  
March 28, 2023  
2201 George Flagg Parkway  
3:30 p.m.

Join Zoom Meeting  
<https://us02web.zoom.us/j/89649680270?pwd=K0J4Wm9JOW5FenZpSk41WEc3Mi9wdz09>

Meeting ID: 896 4968 0270      Passcode: 246636

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**Decision Agenda**

***I. Consent Agenda:***

- A. Minutes, February 28, 2023, Board of Water Works Trustees Meeting  
Minutes, March 14, 2023, Planning Committee Meeting
- B. Financial Statements
- C. List of Payments for February 2023
- D. Summary of CEO-Approved Expenditures in Excess of \$20,000
- E. Next Meeting Date – April 25, 2023

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

- Regional Governance

***III. Action Items:***

- A. Not to Exceed \$1,100,000 Water Revenue Capital Loan Notes
  - 1. Public Hearing
  - 2. Discussion
  - 3. Resolution Instituting Proceedings to Authorize Loan and Disbursement Agreement.
  - 4. Resolution approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$1,098,700 Water Revenue Capital Loan Note Anticipation Project Note, Series 2023, under the provisions of the Code of Iowa, and providing for a method of payment of said Note
- B. Request Authorization to Re-establish the Date of Public Hearing for 2023 Des Moines Water Main Replacement – Contract 1 as the Date of the April 2023 Board Meeting
- C. Request Authorization to Re-establish the Date of Public Hearing for Maffitt East Feeder Main – Valve Vault as the Date of the April 2023 Board Meeting

- D. Award 2023-2028 Master Service Agreements for Cathodic Protection Design, Construction Testing/Geotechnical, and Land Acquisition Services
- E. License Agreement for the Right to Farm Land at Maffitt Reservoir
- F. License Agreement for the Right to Harvest Grass Hay at Maffitt Reservoir
- G. Raccoon Valley Little League, Inc., Agreement for the Use of Water Works Property
- H. Des Moines Soccer Club Agreement for the Use of Water Works Property

**IV. Information Items:**

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

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

**V. Adjournment**

Schedule of Board Activities – April & May Time: 3:30 p.m.		
Date	Location	Meeting
April 4	Board Room & Virtual	Finance and Audit Committee Meeting
April 11	Board Room & Virtual	Planning Committee Meeting
April 25	Board Room & Virtual	Board of Water Works Trustees
May 2	Board Room & Virtual	Finance and Audit Committee Meeting
May 9	Board Room & Virtual	Planning Committee Meeting
May 23	Board Room & Virtual	Board of Water Works Trustees

**AGENDA ITEM FORM**

**SUBJECT: Consent Agenda**

**SUMMARY:**

- A. Minutes, February 28, 2023, Board of Water Works Trustees Meeting  
**Request:** Approve February 28, 2023, Minutes  
Minutes, March 14, 2023, Planning Committee Meeting  
**Request:** Approve March 14, 2023, Minutes
- B. Financial Statements
- At February 2023, total assets of the Des Moines Water Works were \$470.1 million, liabilities totaled \$32.2 million, deferred outflows totaled \$5.1 million, deferred inflows totaled \$19.8 million and contributions and retained earnings were \$423.2 million.
  - Total operating revenue for the month of February was \$6.5 million. Expenses (operating and non-operating) for the month were approximately \$4.8 million, leaving net earnings of approximately \$1.6 million.
  - Request:** Receive and File for Audit the February 2023 Financial Statements.
- C. List of Payments for February 2023  
**Request:** Approve February 2023 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 – April 25, 2023  
**Request:** Approve April 25, 2023, as the date of the next meeting of the Board of Water Works Trustees.

**FISCAL IMPACT:**

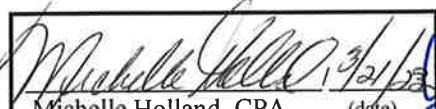

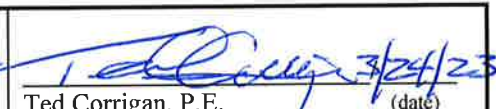
No impact to budget.

**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
(date) 3/21/23	(date) 3/21/23	(date) 3/24/23

Attachments: February 28, 2023, Board of Water Works Trustees Meeting Minutes; March 14, 2023, Planning Committee Meeting Minutes; February 2023 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, February 28, 2023**

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

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

Staff members: Bill Blubaugh, Pat Bruner, Nathan Casey, Ted Corrigan, Kyle Danley, Doug Garnett, Leah Heim, Mike McCurnin, Jenny Puffer, Laura Sarcone, Jennifer Terry, Lindsey Wanderscheid, Michelle Watson, and Dylan White

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

Ms. Boulton called the meeting to order at 3:30 p.m.

Consent Agenda

A motion was made by Mr. Gillette, seconded by Ms. Huppert, to approve Consent Items A, B, C, D, and E (Approval of Minutes, January 24, 2023, Board of Water Works Trustees Meeting; Minutes, February 7, 2023, Planning Committee Meeting; Minutes, February 14, 2023 Finance and Audit Committee Meeting; Receipt and filing of the financial statements for audit purposes; Approval of Payments for January 2023; Approval of Summary of CEO-Approved Expenditures in Excess of \$20,000; and Approval of March 28, 2023, as the next meeting of the Board of Water Works Trustees). Upon vote, the motion was adopted, with each member of the Board identified as present voting in favor of the motion.

Public Comment Period

Mr. Gillette, representing the Stowe Foundation, shared concepts for the classroom (“Water Curia”) that will be built in the park in memory of William G. Stowe.

Mr. Corrigan provided an update on regionalization.

Not to Exceed \$1,100,000 State Revolving Fund Planning & Design Loan for Transmission Main Improvement Projects Related to the Saylorville Water Treatment Plant Expansion – Resolution Fixing Date for a Meeting on the Proposition to Issue

The 2022 – 2027 Capital Improvement Plan includes capital expenditures for the planning and design of two transmission main improvement projects critical to convey additional flows and volumes associated with the Saylorville Water Treatment Plant (SWTP) expansion.

Approximately 11,300 feet of 36-48” main will provide a connection from SWTP to the transmission network to utilize the production capacity of SWTP more fully and improve system function and reliability. Approximately 4,700 feet of 24” main will allow both SWTP and Fleur Drive Water Treatment Plant to supply more reliable flows and volumes to the northwest region of the transmission network.

The SWTP expansion is required to support the utility’s ability to meet peak-day demands, as well as to diversify the broader treatment options managed by the utility.

Planning and Design (P&D) loans are available from the State Revolving Fund (SRF) at 0% interest for three years for the planning and design of drinking water system improvements. At the end of



the three-year period, the planning and design costs are typically rolled into an SRF construction loan, or they can be paid using other funds. DMWW's P&D application for these transmission main projects has been approved by the State Revolving Fund and will next appear on the state's Intended Use Plan (IUP) project list for approval on March 21, 2023. In order to execute the Loan and Disbursement Agreement, DMWW must hold a public hearing and pass a resolution authorizing DMWW to execute the Agreement.

Board Member Graham Gillette introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,100,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF DES MOINES, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member Susan Huppert seconded the motion to adopt.

RESOLUTION FIXING DATE FOR A MEETING ON THE  
AUTHORIZATION OF A LOAN AND DISBURSEMENT  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$1,100,000 WATER REVENUE CAPITAL LOAN NOTES OF THE  
CITY OF DES MOINES, STATE OF IOWA, AND PROVIDING  
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Des Moines, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed \$1,100,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the Water Utility has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, STATE OF IOWA:

That this Board meet in the Des Moines Water Works Board Room, 2201 George Flagg Parkway, Des Moines, Iowa, at 3:30 P.M., on the 28<sup>th</sup> day of March, 2023, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,100,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with designing the Saylorville Water Treatment Plant expansion project.

That the Secretary is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between March 8 and March 23, 2023 (dates inclusive))

NOTICE OF MEETING OF THE BOARD OF WATER WORKS  
TRUSTEES OF THE CITY OF DES MOINES, STATE OF IOWA,  
ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AND DISBURSEMENT AGREEMENT AND THE  
ISSUANCE OF NOT TO EXCEED \$1,100,000 WATER REVENUE  
CAPITAL LOAN NOTES, AND THE HEARING ON THE  
ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Water Works Trustees of the City of Des Moines, State of Iowa, will hold a public hearing on the 28<sup>th</sup> day of March, 2023, at 3:30 P.M., in the Des Moines Water Works Board Room, 2201 George Flagg Parkway, Des Moines, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$1,100,000 Water Revenue Capital Loan Notes, to evidence the obligations under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with designing the Saylorville Water Treatment Plant expansion project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligations thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Water Works Trustees of the City of Des Moines, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 28th day of February, 2023.

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

(End of Notice)

A roll-call vote was taken and the vote was,

AYES: Andrea Boulton, Alec Davis, Graham Gillette, Susan  
Huppert, and Diane Munns

NAYS: None

Whereupon, the Chairperson declared the measure duly adopted.

Request Authorization to Execute 28E Agreement between the Des Moines Metropolitan Wastewater Reclamation Authority and the Board of Water Works Trustees of the City of Des Moines, Iowa, for Construction of Improvements for Water Works by the WRA

The Wastewater Reclamation Authority (WRA) has contracted with HDR Inc. for the design and construction of a project known as the WRF Site Entrance and Security Project. A portion of the project requires water distribution system to be modified. Des Moines Water Works (DMWW) prefers that additional water distribution system modifications be included in the project.

DMWW and WRA staff have agreed in principle to the terms of a 28E agreement between the two entities. Key elements of the agreement include:

- DMWW agrees to pay for 100% of the water main design. Design costs will be \$42,595.
- Total water main construction costs are presently estimated to be \$150,000.
  - WRA agrees to pay for 30% of the final water main construction costs.
  - DMWW agrees to pay for 70% of the final water main construction costs.
- WRA will provide necessary easement for water main installation.
- Agreement on the above principles allows abandonment of nearly 1300 feet of 8” cast iron water main installed in the 1950s and 1960s. Abandoned main is then to be replaced with nearly 1300 feet of 12” water main to be installed within new water main easement.

A 28E Agreement is finalized between the WRA and DMWW to define all related terms and conditions.

A motion was made by Ms. Munns, seconded by Mr. Gillette, to approve and authorize the Chairperson to execute the Agreement between the Des Moines Metropolitan Wastewater Reclamation Authority and the Board of Water Works Trustees of the City of Des Moines, Iowa, for the Construction of Improvements for Water Works by the WRA, upon final approval of DMWW’s attorney and staff. Upon vote, the motion was adopted, with each member of the Board identified as present voting in favor of the motion.

Request Authorization to Execute the First Amendment to 28E Agreement between the City of Des Moines, Iowa, the Board of Water Works Trustees of the City of Des Moines, Iowa, and the Des Moines Water Works Park Foundation for Construction and Funding of the Fleur Drive Trail Underpass Project

Several agreements define the working relationship between Des Moines Water Works (DMWW) and the Des Moines Water Works Park Foundation (DMWWPF). The 28E agreement for the Fleur Drive Trail Underpass project included DMWW, DMWWPF, and City of Des Moines and it outlines bidding and letting for construction of the passageway (now known as the Ruan Connector) by the City of Des Moines and the resultant terms associated with payments, reimbursements, change orders, and maintenance.

The 1<sup>st</sup> Amendment to the 28E Agreement for Construction and Funding of the Fleur Drive Trail Underpass Project brings further clarity to the following key items:

- The underpass project is complete, and the facilities are the property of the City of Des Moines. Signage shall be installed designating the underpass as the Ruan Connector.

- DMWWPF is obligated to pay the City of Des Moines \$1,980,212.19 which shall be paid in annual installments of not less than \$50,000 or the remaining unpaid balance.
- If DMWWPF has paid an aggregate amount of \$1,440,212.29 on or prior to the 29th annual payment date, the City will forgive the remaining balance.
- DMWW will assume maintenance of the west facade of the Ruan Connector upon City of Des Moines exhausting \$300,000 for the initial maintenance for all elements of the Ruan Connector.
- Additional details can be found in the amendment.

Staff and legal counsel associated with DMWW, DMWWPF, and City of Des Moines are in support of this 1<sup>st</sup> Amendment.

A motion was made by Mr. Gillette seconded by Mr. Davis, to approve and authorize the Chairperson to execute the First Amendment to 28E Agreement between Des Moines Water Works, the City of Des Moines, Iowa, and the Des Moines Water Works Park Foundation for Construction of the Fleur Drive Trail Underpass Project. Upon vote, the motion was adopted, with each member of the Board identified as present voting in favor of the motion.

#### Request Authorization to Issue Purchase Order for Rehabilitation of Lime Sludge Dewatering Press Equipment

The Lime Sludge Dewatering Facility at the Fleur Drive Water Treatment Plant includes four plate and frame filter presses designed and manufactured by Evoqua Water Technologies, LLC (Evoqua). These filter presses are nearing the end of their operational life and need significant rehabilitation. In 2021, DMWW started a multi-year process of rehabilitating the Lime Sludge Dewatering Facility presses. Rehabilitation work this year includes replacement of plate hangers and installation of new drip trays for the next press. Delivery time for replacement equipment and parts from Evoqua is as long as twelve weeks. The cost estimate for the replacement equipment and parts is \$244,510.34.

Evoqua's design for the filter press equipment is proprietary which makes the parts unique to the DMWW filter presses. In addition, since Evoqua is the designer and builder of the filter presses, staff believes Evoqua is the only firm best able to provide the needed equipment and parts. Staff recommends the Board authorize staff to issue a Purchase Order to Evoqua Water Technologies LLC, in the amount of \$244,510.34 for the necessary parts and equipment for the rehabilitation of the existing lime sludge dewatering press equipment in the Lime Sludge Dewatering Facility.

A motion was made by Mr. Gillette seconded by Ms. Huppert, to authorize staff to issue a Purchase Order to Evoqua Water Technologies LLC, in the amount of \$244,510.34, for the necessary parts and equipment for the rehabilitation of the existing lime sludge dewatering press equipment in the Lime Sludge Dewatering Facility. Upon vote, the motion was adopted, with each member of the Board identified as present voting in favor of the motion.

#### Award 2023 Treatment Basin No. 1 Reclaiming Contract

At its July 2022 meeting, the Board of Water Works Trustees (the "Board") authorized staff to solicit bids for the 2022 Treatment Basin No. 1 Reclaiming project. The public hearing was established as the date of the September 2022 Board meeting. Only one bid was submitted by The Waldinger Corporation and opened on September 15, 2022. The Waldinger Corporation's bid was \$492,000 and was significantly above the engineer's cost estimate. At its September 2022 meeting,

the Board approved a motion to reject the bid submitted by The Waldinger Corporation and cancel the public hearing for the 2022 Treatment Basin No. 1 Rechainning contract.

Staff reconfigured the scope of work for this project to include only replacement of the chains, flight boards and other sludge collection system-related equipment including sprockets and shafts. Plans and specifications were reissued for the purpose of soliciting bids for the reconfigured project, now referred to as 2023 Treatment Basin No. 1 Rechainning. On February 17, 2023, the following two bids were submitted for the 2023 Treatment Basin No. 1 Rechainning project:

<b><u>Bidder</u></b>	<b><u>Amount Bid</u></b>
The Waldinger Corporation	\$239,200
Nate Todd Construction, LLC	\$307,000

The Waldinger Corporation has successfully completed several projects for Des Moines Water Works including similar rechainning projects in the pre-sedimentation basins in 2018 and 2020. Staff recommends the Board award a contract to The Waldinger Corporation for the 2023 Treatment Basin No. 1 Rechainning project in the amount of \$239,200.

A motion was made by Mr. Gillette, seconded by Mr. Davis, to award the 2023 Treatment Basin No. 1 Rechainning contract to The Waldinger Corporation in the amount of \$239,200 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 identified as present voting in favor of the motion.

#### McMullen High Service Pump Building HVAC and Roofing Upgrades

A Public Hearing was opened by Chairperson Boulton for comments from the public regarding the form of contract, plans and specifications, and estimated cost for the McMullen High Service Pump Building HVAC and Roofing Upgrades project. Receiving no oral or written comments, the Public Hearing was closed.

A motion was made by Mr. Gillette for adoption of the form of contract, plans and specifications, and estimated cost for the Project as prepared. 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.

A motion was made by Ms. Munns, seconded by Mr. Gillette, to award the McMullen High Service Pump Building HVAC and Roofing Upgrades contract to Brockway Mechanical & Roofing Co., Inc., for the Base Bid – HVAC and the Alternate Bid 1 – Roof Replacement in the amount of \$233,094 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.

#### Revised Schedule for the 2023 Board of Water Works Trustees Committee Meetings

It was proposed that the schedule for 2023 Board Committee meetings be revised so that, with noted exceptions, the Finance and Audit Committee will meet on the first Tuesday of each month and the Planning Committee will meet on the second Tuesday of each month.

Revised schedules for 2023 Board Committee meetings are as follows:

### **Finance & Audit Committee**

**(First Tuesday)**

March 7

April 4

May 2

June 6

July 11 (2<sup>nd</sup> Tuesday)

August 1

September 5

October 3

November 7

December 5

### **Planning Committee**

**(Second Tuesday)**

March 14

April 11

May 9

June 13

July 18 (3<sup>rd</sup> Tuesday)

August 8

September 12

October 10

November 14

December 12

A motion was made by Ms. Huppert, seconded by Mr. Gillette, to adopt the revised 2023 schedule for the Board of Water Works Trustees Committee meetings. Upon vote, the motion was adopted, with each member of the Board identified as present voting in favor of the motion.

### **Board Committee Reports**

The following reports were provided:

- Planning Committee – A meeting was held on February 7, 2023, as reflected in the minutes thereof. Ms. Huppert gave a brief summary of the meeting.
- Finance and Audit Committee – A meeting was held on February 14, 2023, as reflected in the minutes thereof. Mr. Davis gave a brief summary of the meeting.
- Stowe Foundation – There were no additional comments from Mr. Gillette as he had presented earlier in the meeting.
- Greater Des Moines Botanical Garden – Mr. Gillette shared that DMWW's financial commitment to the garden is winding down in the next few years and an amended agreement will be executed, declaring a date for removal of DMWW representation on the Greater Des Moines Botanical Garden Board.
- Des Moines Water Works Park Foundation Board – Ms. Boulton reported that the Park Foundation Board held its strategic planning session at its last meeting, focusing on implementation of the next phase of park improvements, educational component, and sustainability as an organization. Water Works Park will be hosting riders when RAGBRAI comes through Des Moines this summer.

### **Staff Updates:**

External Affairs – No update was given.

### **CEO and General Manager's Comments**

- 2023 Strategic Initiatives – Mr. Corrigan shared the utility's 2023 Strategic Initiatives.

Mr. Corrigan highlighted the new Safety Update included in the materials which intended to supplement the injury count that is shared on the meeting agenda with more information, including data on safety training.



#### 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 Mr. Gillette, 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 Ms. Boulton, Mr. Davis, 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.

6:04 p.m. adjourned

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

Tuesday, March 14, 2023

3:30 p.m.

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

Board Members: Mr. Graham Gillette and Ms. Susan Huppert

Staff Members: Pat Bruner, Nathan Casey, Ted Corrigan, Kyle Danley, Doug Garnett, Amy Kahler, Jenny Puffer, Laura Sarcone, Michelle Watson, and Dylan White

Also in Attendance:

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

1. Safety Program Update

Mr. White presented on the history of DMWW's Safety Program as well as recent enhancements to the content and documentation of employee safety training.

2. CEO and General Manager's Comments

Mr. Corrigan shared that he is working with Human Resources to fill some recent vacancies in the Office of the CEO. He also reported that the 2nd draft of the Central Iowa Water Works 28E Agreement is complete and meetings continue with a focus to finalize the agreement to share with potential regionalization partners.

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

Meeting adjourned at 4:46 p.m.

**DES MOINES WATER WORKS  
FINANCIAL STATEMENT COMMENTS  
FOR THE MONTH ENDED February 28, 2023**

**STATEMENT OF NET POSITION**

Below are summaries of financial position and activity for the month of February 2023:

**Summary Net Position (in millions)**

	<b>Feb 28, 2023</b>	<b>Dec 31, 2022</b>
Cash	\$23.9	\$24.4
Invested Cash	23.3	23.1
Accounts Receivable	10.2	10.7
Operating Reserves	14.8	13.4
Other Assets	5.8	6.1
Fixed Assets	591.6	591.6
Less: Accumulated Depreciation	<u>(231.0)</u>	<u>(228.8)</u>
Net Fixed Assets	360.6	362.7
Construction in Progress	<u>31.5</u>	<u>30.1</u>
 Total Assets	 <u>470.1</u>	 <u>470.5</u>
 Deferred Outflows of Resources	 5.1	 5.1
 <b>Total Assets &amp; Deferred Outflows of Resources</b>	 <b><u>475.2</u></b>	 <b><u>475.7</u></b>
 Current Liabilities	 11.8	 14.2
Long-Term Liabilities	18.3	18.3
Other Liabilities	<u>2.1</u>	<u>2.0</u>
Total Liabilities	32.2	34.6
 Deferred Inflows of Resources	 19.8	 19.8
 Net Position	 <u>423.2</u>	 <u>421.2</u>
 <b>Total Liabilities, Deferred Inflows of Resources &amp; Net Position</b>	 <b><u>475.2</u></b>	 <b><u>475.7</u></b>

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

## STATEMENT OF EARNINGS

Summary information from the Statement of Earnings is as follows:

	February 2023	Year to date 2023	Year to date 2022
<b>Operating Revenue</b>	\$ 6.5 million	\$ 12.9 million	\$ 11.4 million
<b>Operating Expenses</b>	\$ 4.9 million	\$ 11.1 million	\$ 11.1 million
<b>Other Income (Expense)</b>	\$ 0.1 million	\$ 0.2 million	\$ (0.0) million
<b>Net Earnings</b>	\$ 1.6 million	\$ 2.0 million	\$ 0.3 million

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

### OPERATING EXPENSES

Year-to-Date Ending February 28, 2023 and 2022

	YTD Feb 2023	% of Total	YTD Feb 2022	% of Total
Labor	\$ 2,682,060	30%	\$ 2,656,164	30%
Benefits	1,472,325	17%	1,399,442	16%
Purchased Services	2,043,238	23%	2,503,129	28%
Materials and Equipment	625,738	7%	574,030	6%
Chemicals	1,331,803	15%	1,162,587	13%
Utilities/Telephone	315,985	4%	252,735	3%
Insurance	319,822	4%	222,144	3%
Postage	62,558	1%	55,481	1%
Other	56,545	1%	51,931	1%
	<b>\$ 8,910,074</b>	<b>100%</b>	<b>\$ 8,877,643</b>	<b>100%</b>

## CHANGES IN INVESTMENTS

	Change from Prior Month	Average Annual Return
Operating Reserves	\$1,333,312	0.94%
Invested Operating Cash	\$62,591	0.63%

### Comments

Pension fund investments decreased by \$1.8 million for the month of February 2023. The pension fund balance as of February 28, 2023, was \$51.7 million.

## PROJECT EXPENSES

Total expenditures for operating projects through February 2023 were approximately \$8.9 million or 15% of the operating budget. Overall expenditures on capital projects were approximately \$1.5 million or 2% of the capital budget.

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
**For the Period Ending February 28, 2023 and December 31, 2022**

	2023	2022	Change
<b>ASSETS</b>			
<b>Cash</b>			
Petty Cash	\$ 1,900	\$ 1,900	
Interest Bearing Cash	23,852,017	24,362,029	
Total	\$ 23,853,917	\$ 24,363,929	\$ (510,012)
<b>Invested Cash</b>			
<b>Operating</b>			
Cash on Hand	\$ 434,255	\$ 452,194	
U.S. Government Securities	22,865,678	22,635,308	
Total	\$ 23,299,933	\$ 23,087,502	\$ 212,431
<b>Accounts Receivable</b>			
Accounts Receivable	\$ 7,254,731	\$ 7,700,586	
Accounts Receivable Unbilled	2,914,894	2,914,894	
Accrued Interest Receivable	34,182	98,524	
Total	\$ 10,203,807	\$ 10,714,004	\$ (510,197)
<b>Reserves (Invested)</b>			
<b>Operating</b>			
Cash On Hand	\$ 89,096	\$ 23,509	
U.S. Government Securities	14,695,105	13,383,339	
Total	\$ 14,784,201	\$ 13,406,848	\$ 1,377,353
<b>Other Assets</b>			
Materials in Stock Accounts	\$ 4,620,688	\$ 4,738,544	
Water Receivable Long-Term	237,362	241,040	
Prepaid Insurance	749,860	937,132	
Prepaid Expense	428,107	398,107	
Accum Unrealized Gain/(Loss) Invest	(202,723)	(165,986)	
Total	\$ 5,833,294	\$ 6,148,837	\$ (315,543)

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
**For the Period Ending February 28, 2023 and December 31, 2022**

	2023	2022	Change
<b>ASSETS-CONTINUED</b>			
<b>Fixed Assets</b>			
Land & Right of Way	\$ 8,208,369	\$ 8,208,369	
Structures and Machinery	169,105,964	169,105,964	
Water Supply System	60,344,512	60,344,512	
Urbandale Booster System	509,687	509,687	
Pipelines	283,161,165	283,161,165	
Meters	32,629,950	32,629,950	
Laboratory Equipment	805,473	805,473	
Distribution Equipment	1,466,215	1,466,215	
Mobile Equipment	4,046,016	4,046,016	
Vehicles	2,858,318	2,858,318	
Office Equipment	1,341,093	1,341,093	
MIS Equipment	27,096,288	27,096,288	
Total	\$ 591,573,051	\$ 591,573,051	
Accumulated Depreciation	(231,001,825)	(228,837,606)	
Construction in Progress	\$ 31,543,054	30,060,364	
Total Fixed Assets	\$ 392,114,280	\$ 392,795,808	\$ (681,529)
<b>TOTAL ASSETS</b>	<b>\$ 470,089,433</b>	<b>\$ 470,516,928</b>	<b>\$ (427,496)</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension Related Amounts	5,147,743	5,147,743	
Total	\$ 5,147,743	\$ 5,147,743	\$ -
<b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 475,237,176</b>	<b>\$ 475,664,671</b>	<b>\$ (427,496)</b>

**DES MOINES WATER WORKS**  
**PRELIMINARY Statement of Net Position**  
For the Period Ending February 28, 2023 and December 31, 2022

	2023	2022	Change
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	\$ 644,213	\$ 2,678,453	
Construction Payables	4,119,242	5,010,787	
Salaries and Wages Payable	1,426,665	1,205,385	
Accrued Leave	3,786,499	3,786,499	
State Tax Payable	339,873	323,030	
Work Comp Reserves	118,803	118,803	
Billing Service Deposits	1,327,010	1,114,223	
Unclaimed Refunds	12,988	10,622	
Total	\$ 11,775,293	\$ 14,247,802	\$ (2,472,509)
<b>Long Term Liabilities</b>			
Pension Liability	(171,117)	\$ (171,117)	
Other Post-Employment Benefit Liability	18,494,555	18,494,555	
Total	\$ 18,323,438	\$ 18,323,438	\$ -
<b>Other Liabilities</b>			
Deposits by Consumers	\$ 2,032,241	\$ 2,010,429	
Project H2O	11,056	11,046	
Miscellaneous Liabilities	23,054	23,054	
Total	\$ 2,066,351	\$ 2,044,528	\$ 21,823
<b>TOTAL LIABILITIES</b>	<b>\$ 32,165,082</b>	<b>\$ 34,615,768</b>	<b>\$ (2,450,686)</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension Related Amounts	\$ 16,277,276	\$ 16,277,276	
Other Post-Employment Benefit Amounts	3,569,267	3,569,267	
Total	\$ 19,846,543	\$ 19,846,543	\$ -
<b>NET POSITION</b>	<b>\$ 423,225,551</b>	<b>\$ 421,202,361</b>	<b>\$ 2,023,190</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES &amp; NET POSITION</b>	<b>\$ 475,237,176</b>	<b>\$ 475,664,671</b>	<b>\$ (427,496)</b>

**Des Moines Water Works**  
**PRELIMINARY Statement of Earnings and Retained Earnings**  
**For the Month Ended February 28, 2023, the Two Months Ending February 28, 2023**  
**and the Two Months Ending February 28, 2022**

	Current Month 2023	Year-To-Date 2023	Yearly Budget 2023	Actual vs. Budget Variance	Year-To-Date 2022	Year-To-Date Current vs. Prior Year
<b>OPERATING REVENUE</b>						
Water Sales	\$ 6,032,927	\$ 12,154,401	\$ 78,982,504	\$ (66,828,103)	\$ 10,871,749	\$ 1,282,652
Sewer Services - Runnells	8,009	14,780	77,291	(62,511)	16,455	(1,675)
Late Fees	32,011	69,468	375,000	(305,532)	63,945	5,523
Other Sales and Services	95,171	315,017	3,023,245	(2,708,228)	224,515	90,502
Billing Services Revenue	174,459	176,539	2,166,000	(1,989,461)	171,508	5,031
Land Use Revenue	15,606	31,212	216,000	(184,788)	31,163	49
Connection Fees	116,775	116,775	400,000	(283,225)	32,185	84,590
Cash Discount and Refunds	135	318	-	318	309	9
Total Operating Revenues	\$ 6,475,093	\$ 12,878,510	\$ 85,240,040	\$ (72,361,530)	\$ 11,411,829	\$ 1,466,681
<b>OPERATING EXPENSES</b>						
Labor	\$ 1,358,144	\$ 2,682,060	\$ 17,714,194	\$ 15,032,134	\$ 2,656,164	\$ (25,896)
Benefits	306,193	630,103	4,244,600	3,614,497	605,151	(24,952)
Retirement Benefits	422,821	842,222	5,454,800	4,612,578	794,291	(47,931)
Postage	45,377	62,558	450,000	387,442	55,481	(7,077)
Telephone	23,176	42,236	288,735	246,499	39,721	(2,515)
Insurance	102,381	319,822	1,625,000	1,305,178	222,144	(97,678)
Casualty Loss	-	-	110,000	110,000	4,811	4,811
Loss on Bad Accounts	(544)	(1,209)	155,000	156,209	(168)	1,041
Purchased Services	337,810	2,043,238	10,990,850	8,947,612	2,503,129	459,891
Training	4,350	14,950	251,270	236,320	5,037	(9,913)
Materials and Equipment	303,928	625,738	4,371,355	3,745,617	574,030	(51,708)
Chemicals	643,867	1,331,803	8,952,971	7,621,168	1,162,587	(169,216)
Utilities	273,749	273,749	3,149,500	2,875,751	213,014	(60,735)
Gasoline/Fuel	18,403	42,804	382,680	339,876	42,251	(553)
Total Operating Expense	\$ 3,839,655	\$ 8,910,074	\$ 58,140,955	\$ 49,230,881	\$ 8,877,643	\$ (32,431)
Depreciation Expense	\$ 1,082,109	2,164,219	\$ 13,297,308	11,133,089	\$ 2,180,899	16,680
Net Income from Operations	1,553,329	1,804,217	13,801,777	(11,997,560)	353,287	1,450,930
Other Income (Expense) :						
Investment Income	\$ 16,139	70,756	\$ 195,600	(124,844)	\$ 1,764	68,992
Net Change - Investment Values	65,369	148,217	-	148,217	(41,178)	189,395
Interest Expense / Amortization	-	-	-	-	(523)	523
Other Income (Expense), net	\$ 81,508	\$ 218,973	\$ 195,600	\$ 23,373	\$ (39,937)	\$ 258,910
Net Earnings	\$ 1,634,837	\$ 2,023,190	\$ 13,997,377	\$ (11,974,187)	\$ 313,350	\$ 1,709,840
Retained Earnings, January 1		\$ 421,202,361			\$ 396,920,642	
Ending Retained Earnings		\$ 423,225,551			\$ 397,233,992	



**DES MOINES WATER WORKS  
STATEMENT OF INVESTMENT CHANGES  
FOR THE MONTH ENDED FEBRUARY 28, 2023**

**INVESTED RESERVES**

	Balance at 1/31/2023	Additions	Deductions	Balance at 2/28/2023
<b>Operating</b>				
Cash on Hand	\$2,140,233	1,347,589	3,398,725	\$89,096
U.S. Government Securities	\$11,310,657	3,384,449	-	\$14,695,105
Total Invested Reserves	\$13,450,889	\$4,732,037	\$3,398,725	\$14,784,201

The average annual interest earned was 0.94%.

**INVESTED OPERATING CASH**

	Balance at 1/31/2023	Additions	Deductions	Balance at 2/28/2023
<b>Operating</b>				
Cash on Hand	\$1,582,006	18,235	1,165,986	\$434,255
U.S. Government Securities	\$21,655,336	1,210,342	-	22,865,678
Total Invested Reserves	\$23,237,342	\$1,228,577	\$1,165,986	\$23,299,933

The average annual interest earned was 0.63%.

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

**PENSION FUND**

	Balance 1/1/2023	Transfers, Expenses & Deposits	Benefit Payments	Investment Return	Balance at 2/28/2023	YTD % Return
<b><i>Fixed Income</i></b>						
Mellon Capital Mgmt - Bond Market Index	5,884,782	(2,092)	(645,232)	43,808	5,281,267	0.81%
Neuberger Berman / Mellon / DDJ - High Yield I	2,054,249			54,680	2,108,929	2.66%
Principal Global Investors - Income	17,705,946	(6,275)	505	149,818	17,849,994	0.85%
<b><i>Large U.S. Equity</i></b>						
Principal Global Investors - Equity Income	6,222,871			96,462	6,319,333	1.55%
Principal Global Investors - Large Cap S&P 500 Index	2,608,625			95,543	2,704,168	3.67%
T. Rowe Price / Brown Advisory - Large Cap Growth	6,026,644			337,465	6,364,110	5.60%
<b><i>Small/Mid U.S. Equity</i></b>						
Robert Baird / Eagle Asset Mgmt - Mid Cap Growth III	894,171			67,991	962,162	7.60%
DFA / Vaughan Nelson / LA Capital - Small Cap Value II	457,533			41,463	498,996	9.06%
AB / Brown / Emerald - Small Cap Growth I	453,452			36,506	489,958	8.05%
LA Capital Mgmt / Victory - Mid Cap Value I	918,826			38,430	957,256	4.19%
<b><i>International Equity</i></b>						
Causeway / Barrow Hanley - Overseas	1,698,521			150,084	1,848,605	8.83%
Principal Global Investors / DFA - International Small Cap	769,177			44,773	813,950	5.82%
Principal Global Investors - Diversified International	3,865,020			196,598	4,061,618	5.08%
Origin Asset Management LLP - Origin Emerging Markets	1,345,371			44,379	1,389,750	3.30%
<b>Total Principal Financial</b>	<b>\$ 50,905,188</b>	<b>\$ (8,367)</b>	<b>\$ (644,726)</b>	<b>\$ 1,398,001</b>	<b>\$ 51,650,096</b>	<b>2.77%</b>

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

		Yearly Budget	Budget Adjustment /	Net Yearly 2023	Variance	% of Budget
	YTD Actual	2023	Carry Over	Budget		
Operating						
	Office of the CEO/General Manager	\$217,675	\$2,412,086	\$0	\$2,412,086	\$2,194,411 9%
	Customer Service	\$703,086	\$4,979,703	\$0	\$4,979,703	\$4,276,617 14%
	Engineering	\$387,025	\$1,776,480	\$0	\$1,776,480	\$1,389,455 22%
	Finance	\$2,143,128	\$5,848,016	\$0	\$5,848,016	\$3,704,888 37%
	Human Resources	\$150,325	\$956,492	\$0	\$956,492	\$806,167 16%
	Information Technology	\$469,368	\$3,393,739	\$0	\$3,393,739	\$2,924,371 14%
	Office of the Chief Operating Officer	\$274,225	\$2,818,019	\$0	\$2,818,019	\$2,543,794 10%
	Water Distribution	\$1,100,101	\$8,832,349	\$0	\$8,832,349	\$7,732,248 12%
	Water Production	\$3,465,141	\$27,124,071	\$0	\$27,124,071	\$23,658,930 13%
	Total Operating	\$8,910,074	\$58,140,955	\$0	\$58,140,955	\$49,230,882 15%
Capital						
	Office of the CEO/General Manager	\$0	\$0	\$0	\$0	\$0 No Budget
	Customer Service	\$280,046	\$1,736,895	\$0	\$1,736,895	\$1,456,849 16%
	Engineering	\$666,514	\$54,338,440	\$0	\$54,338,440	\$53,671,926 1%
	Finance	\$0	\$0	\$0	\$0	\$0 No Budget
	Human Resources	\$0	\$0	\$0	\$0	\$0 No Budget
	Information Technology	\$12,372	\$2,140,750	\$0	\$2,140,750	\$2,128,378 1%
	Office of the Chief Operating Officer	\$7,885	\$251,473	\$0	\$251,473	\$243,588 3%
	Water Distribution	\$110,647	\$1,673,131	\$0	\$1,673,131	\$1,562,484 7%
	Water Production	\$410,345	\$2,321,067	\$0	\$2,321,067	\$1,910,722 18%
	Total Capital	\$1,487,808	\$62,461,756	\$0	\$62,461,756	\$60,973,948 2%
Total Project Costs		\$10,397,882	\$120,602,711	\$0	\$120,602,711	\$110,204,830 9%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Office of the CEO/General Manager**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
950-200	New Business, Community & Economic Dev	\$2,320	\$78,036	\$0	\$78,036	\$75,716	3%
996-001	CEO Department Administration	\$121,973	\$413,571	\$0	\$413,571	\$291,598	29%
996-030	Board Activities	\$24,933	\$1,327,026	\$0	\$1,327,026	\$1,302,093	2%
996-200	Business Strategies	\$15,252	\$188,972	\$0	\$188,972	\$173,720	8%
996-210	Project Management	\$14,874	\$98,635	\$0	\$98,635	\$83,761	15%
995-010	Public Policy - WS Advocate	\$38,324	\$305,846	\$0	\$305,846	\$267,522	13%
Total Operating		\$217,675	\$2,412,086	\$0	\$2,412,086	\$2,194,411	9%
OCEO Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	\$0
Total Office of CEO/General Manager		\$217,675	\$2,412,086	\$0	\$2,412,086	\$2,194,411	9%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Customer Service**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
950-001	Cust Svc Dept Administration	\$315,509	\$2,145,683	\$0	\$2,145,683	\$1,830,174	15%
950-100	Contact Center Operations	\$157,743	\$1,200,183	\$0	\$1,200,183	\$1,042,440	13%
950-300	Communications/PR	\$16,373	\$265,902	\$0	\$265,902	\$249,529	6%
950-600	Field Customer Service	\$213,460	\$1,367,935	\$0	\$1,367,935	\$1,154,475	16%
	Total Operating	\$703,086	\$4,979,703	\$0	\$4,979,703	\$4,276,617	14%
Capital							
955-060	Field Cust Svc Capital	\$280,046	\$1,736,895	\$0	\$1,736,895	\$1,456,849	16%
955-100	Contact Center Capital	\$0	\$0	\$0	\$0	\$0	No Budget
925-160	Radio Frequency Project	\$0	\$0	\$0	\$0	\$0	No Budget
	Total Capital	\$280,046	\$1,736,895	\$0	\$1,736,895	\$1,456,849	16%
Total Customer Service		\$983,132	\$6,716,598	\$0	\$6,716,598	\$5,733,466	15%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Engineering**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
940-001	Engineering Dept Administration	\$384,922	\$1,706,063	\$0	\$1,706,063	\$1,321,141	23%
940-010	Engineering Studies	\$2,103	\$70,417	\$0	\$70,417	\$68,314	3%
	Total Operating	\$387,025	\$1,776,480	\$0	\$1,776,480	\$1,389,455	22%
Capital							
945-010	Facility Management	\$403,419	\$3,956,359	\$0	\$3,956,359	\$3,552,940	10%
945-012	New ASR Well	\$1,610	\$2,750,882	\$638,000	\$3,388,882	\$3,387,272	0%
945-080	WMR - Des Moines	\$64,766	\$9,452,241	\$0	\$9,452,241	\$9,387,475	1%
945-090	WMR - Polk County	\$52,068	\$3,137,711	\$0	\$3,137,711	\$3,085,643	2%
945-095	WMR - Windsor Heights	\$3,645	\$28,221	\$0	\$28,221	\$24,576	13%
945-100	WMR - Pleasant Hill	\$288	\$300,000	\$0	\$300,000	\$299,712	0%
945-200	Development Plan Review & Inspection	\$67,184	\$284,784	\$0	\$284,784	\$217,600	24%
945-210	Core Network Feeder Mains	\$15,842	\$4,165,673	\$0	\$4,165,673	\$4,149,831	0%
945-220	Fleur Drive Treatment Plant	\$20,682	\$8,945,587	(\$58,000)	\$8,887,587	\$8,866,905	0%
945-225	McMullen Water Treatment Plant	\$7,795	\$789,543	(\$500,000)	\$289,543	\$281,748	3%
945-228	Saylorville Water Treatment Plant	\$22,050	\$20,527,439	(\$80,000)	\$20,447,439	\$20,425,389	0%
945-230	Remote Facilities - Pumping & Storage	\$5,653	\$0	\$0	\$0	(\$5,653)	No Budget
945-235	Joint NW Storage, PS and Feeder Mains	\$1,098	\$0	\$0	\$0	(\$1,098)	No Budget
945-245	Joint SW Storage, PS and Feeder Mains	\$414	\$0	\$0	\$0	(\$414)	No Budget
	Total Capital	\$666,514	\$54,338,440	\$0	\$54,338,440	\$53,671,926	1%
Total Engineering		\$1,053,538	\$56,114,920	\$0	\$56,114,920	\$55,061,382	2%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Finance**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
930-001	Finance Dept Administration	\$178,394	\$1,034,466	\$0	\$1,034,466	\$856,072	17%
930-010	Financial Services	\$394,998	\$2,284,090	\$0	\$2,284,090	\$1,889,092	17%
930-090	Purchasing	\$19,006	\$97,989	\$0	\$97,989	\$78,983	19%
950-410	A/R Management	\$118,649	\$892,813	\$0	\$892,813	\$774,164	13%
970-010	Central Stores	\$21,466	\$128,179	\$0	\$128,179	\$106,713	17%
970-500	GDMBG Operations and Maintenance	\$100,135	\$100,000	\$0	\$100,000	(\$135)	100%
	Department Operating	\$832,649	\$4,537,537	\$0	\$4,537,537	\$3,704,888	18%
930-010	Financial Services - PILOT	\$1,310,479	\$1,310,479	\$0	\$1,310,479	\$0	100%
	Total Operating	\$2,143,128	\$5,848,016	\$0	\$5,848,016	\$3,704,888	37%
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		\$2,143,128	\$5,848,016	\$0	\$5,848,016	\$3,704,888	37%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Human Resources**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
910-001	HR Dept Administration	\$50,173	\$334,425	\$0	\$334,425	\$284,252	15%
910-010	Employee Relations	\$47,652	\$262,179	\$0	\$262,179	\$214,527	18%
910-060	Employment	\$28,014	\$134,901	\$0	\$134,901	\$106,887	21%
910-110	Compensation/Benefits	\$27,114	\$143,265	\$0	\$143,265	\$116,151	19%
910-150	Employee Learning & Growth	(\$2,629)	\$81,722	\$0	\$81,722	\$84,351	-3%
Total Operating		\$150,325	\$956,492	\$0	\$956,492	\$806,167	16%
Capital							
Total Capital		\$0	\$0	\$0	\$0	\$0	No Budget
Total Human Resources		\$150,325	\$956,492	\$0	\$956,492	\$806,167	16%



DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Information Technology**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
920-001	IT Dept Administration	\$116,164	\$817,646	\$0	\$817,646	\$701,482	14%
920-160	Technical Services	\$31,526	\$270,953	\$0	\$270,953	\$239,427	12%
920-240	IT Development & Application Svcs	\$4,255	\$205,712	\$0	\$205,712	\$201,457	2%
920-250	IT Services	\$195,949	\$1,192,514	\$0	\$1,192,514	\$996,565	16%
920-350	System Services	\$121,474	\$906,914	\$0	\$906,914	\$785,440	13%
	Total Operating	\$469,368	\$3,393,739	\$0	\$3,393,739	\$2,924,371	14%
Capital							
925-010	Info Systems Capital	\$12,372	\$2,140,750	\$0	\$2,140,750	\$2,128,378	1%
	Total Capital	\$12,372	\$2,140,750	\$0	\$2,140,750	\$2,128,378	1%
Total Information Technology		\$481,740	\$5,534,489	\$0	\$5,534,489	\$5,052,749	9%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Office of the Chief Operating Officer**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
993-000	OCOO Dept Administration	\$120,894	\$857,364	\$0	\$857,364	\$736,470	14%
960-510	Risk & Incident Management	\$48,188	\$926,008	\$0	\$926,008	\$877,820	5%
910-240	Safety	\$40,082	\$231,620	\$0	\$231,620	\$191,538	17%
970-060	Grounds Maintenance	\$65,061	\$803,027	\$0	\$803,027	\$737,966	8%
	Department Operating	\$274,225	\$2,818,019	\$0	\$2,818,019	\$2,543,794	10%
960-511	Flood Response & Repairs	\$0	\$0	\$0	\$0	\$0	No Budget
	Total Operating	\$274,225	\$2,818,019	\$0	\$2,818,019	\$2,543,794	10%
Capital							
975-005	Grounds Maintenance Capital	\$7,885	\$251,473	\$0	\$251,473	\$243,588	3%
	Total Capital	\$7,885	\$251,473	\$0	\$251,473	\$243,588	3%
Total Office of the COO		\$282,110	\$3,069,492	\$0	\$3,069,492	\$2,787,382	9%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Water Distribution**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
960-001	Water Dist Dept Administration	\$398,064	\$3,204,357	\$0	\$3,204,357	\$2,806,293	12%
960-010	Distribution Administration	\$16,988	\$132,812	\$0	\$132,812	\$115,824	13%
960-100	Dist System Maint/Repairs	\$443,374	\$3,096,374	\$0	\$3,096,374	\$2,653,000	14%
960-160	Water Distribution Support	\$72,765	\$551,961	\$0	\$551,961	\$479,196	13%
960-180	Leak Detection	\$113,504	\$756,222	\$0	\$756,222	\$642,718	15%
960-250	Distribution Billed Services	\$45,246	\$821,146	\$0	\$821,146	\$775,900	6%
960-500	Distribution Water Quality	\$10,160	\$269,477	\$0	\$269,477	\$259,317	4%
	Total Operating	\$1,100,101	\$8,832,349	\$0	\$8,832,349	\$7,732,248	12%
Capital							
965-010	Distribution System Improvements	\$110,647	\$1,638,831	\$0	\$1,638,831	\$1,528,184	7%
965-025	Dist Billed Services Capital	\$0	\$22,500	\$0	\$22,500	\$22,500	0%
965-200	Leak Detection Equipment	\$0	\$11,800	\$0	\$11,800	\$11,800	0%
	Total Capital	\$110,647	\$1,673,131	\$0	\$1,673,131	\$1,562,484	7%
Total Water Distribution		\$1,210,748	\$10,505,480	\$0	\$10,505,480	\$9,294,732	12%

DES MOINES WATER WORKS  
Project Costs by Department - Summary  
Year to Date ended February 28, 2023  
16% of Year Completed

**Water Production**

		YTD Actual	Yearly Budget 2023	Budget Adjustment / Carry Over	Net Yearly 2023 Budget	Variance	% of Budget
Operating							
970-110	Facility Maintenance	\$80,116	\$753,039	\$0	\$753,039	\$672,923	11%
970-200	Vehicle Maintenance	\$188,285	\$1,306,157	\$0	\$1,306,157	\$1,117,872	14%
970-360	Communication Sys Maintenance	\$9,201	\$53,064	\$0	\$53,064	\$43,863	17%
970-450	HVAC Operations & Maintenance	\$22,009	\$99,577	\$0	\$99,577	\$77,568	22%
980-001	Water Production Dept Admin	\$616,080	\$4,388,290	\$0	\$4,388,290	\$3,772,210	14%
980-010	Water Production Operations	\$207,707	\$1,189,600	\$0	\$1,189,600	\$981,893	17%
980-020	Fleur Treatment Chem/Energy	\$1,185,625	\$8,903,133	\$0	\$8,903,133	\$7,717,508	13%
980-030	McMullen Treatment Chem/Energy	\$259,253	\$3,231,252	\$0	\$3,231,252	\$2,971,999	8%
980-040	Saylorville Treatment Chem/Energy	\$142,560	\$1,605,047	\$0	\$1,605,047	\$1,462,487	9%
980-200	Fleur Plant Maintenance	\$286,331	\$1,893,639	\$0	\$1,893,639	\$1,607,308	15%
980-250	McMullen Plant Maintenance	\$80,265	\$582,851	\$0	\$582,851	\$502,586	14%
980-300	Saylorville Plant Maintenance	\$86,476	\$521,680	\$0	\$521,680	\$435,204	17%
980-350	WP Maintenance Oversight	\$31,484	\$220,992	\$0	\$220,992	\$189,509	14%
980-410	Louise P. Moon Pumping & Maint.	\$48,548	\$581,339	\$0	\$581,339	\$532,791	8%
980-420	PC PS Maintenance	\$16,917	\$160,986	\$0	\$160,986	\$144,069	11%
980-430	DM Remote Storage & Pumping	\$83,931	\$805,605	\$0	\$805,605	\$721,674	10%
980-500	Routine Laboratory Monitoring	\$114,228	\$657,139	\$0	\$657,139	\$542,911	17%
980-530	Source Water Quality	\$6,128	\$170,681	\$0	\$170,681	\$164,553	4%
	Total Operating	\$3,465,141	\$27,124,071	\$0	\$27,124,071	\$23,658,930	13%
Capital							
985-010	Water Production Reinvestment	\$56,349	\$1,196,609	\$0	\$1,196,609	\$1,140,260	5%
975-010	Vehicle Capital	\$353,996	\$1,124,458	\$0	\$1,124,458	\$770,462	31%
	Total Capital	\$410,345	\$2,321,067	\$0	\$2,321,067	\$1,910,722	18%
Total Water Production		\$3,875,486	\$29,445,138	\$0	\$29,445,138	\$25,569,652	13%

**Consent Agenda**  
**Item 1-C**

**MONTHLY SCHEDULE FOR THE MONTH OF FEBRUARY 2023**

BANKERS TRUST OPERATING FUND	Investment Purchased	3,398,724.99
BANKERS TRUST EXCESS OPERATING CASH FUND	Investment Purchased	1,165,985.95
ACCOUNTS PAYABLE MONTHLY SCHEDULE	Weekly Check Runs	6,052,206.28
EMPLOYEE PAYROLL	Bi Weekly Payrolls	<u>887,847.56</u>
TOTAL		<u><u>\$11,504,764.78</u></u>

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
20123	EMC Risk Services, Inc	Workers Comp	\$3,515.02
20323	Des Moines Metro Credit Union	Credit Union Payable	25,503.00
20823	EMC Risk Services, Inc	Workers Comp	5,229.38
20923	EMC Risk Services, Inc	Consultants	13,100.00
21723	Des Moines Metro Credit Union	Credit Union Payable	25,737.00
22823	Discovery Benefits	Flex Spending - Reimbursements	3,360.50
38559	IPERS Collections	Pension Plan Contribution	231,349.32
103245	Iowa Workforce Development	Purchased Services	7,436.00
230203	Principal Life Insurance	Deferred Compensation Payable	63,867.61
230217	Principal Life Insurance	Deferred Compensation Payable	63,824.00
266674	Master Single Payment Vendor	Refunds	1,349.01
266675	Master Single Payment Vendor	Refunds	57.61
266676	Master Single Payment Vendor	Refunds	47.03
266677	Master Single Payment Vendor	Refunds	109.32
266678	Master Single Payment Vendor	Refunds	63.59
266679	Master Single Payment Vendor	Refunds	37.86
266680	Master Single Payment Vendor	Refunds	90.66
266681	Master Single Payment Vendor	Refunds	181.45
266682	Master Single Payment Vendor	Refunds	127.03
266683	Master Single Payment Vendor	Refunds	41.00
266684	Master Single Payment Vendor	Refunds	68.74
266685	Master Single Payment Vendor	Refunds	242.54
266686	Master Single Payment Vendor	Refunds	72.67
266687	Master Single Payment Vendor	Refunds	48.73
266688	Master Single Payment Vendor	Refunds	164.27
266689	Master Single Payment Vendor	Refunds	116.37
266690	Master Single Payment Vendor	Refunds	135.60
266691	Master Single Payment Vendor	Refunds	91.57
266692	Master Single Payment Vendor	Refunds	113.04
266693	Master Single Payment Vendor	Refunds	178.90
266694	Master Single Payment Vendor	Refunds	137.64
266695	Master Single Payment Vendor	Refunds	78.72
266696	Master Single Payment Vendor	Refunds	121.90
266697	Master Single Payment Vendor	Refunds	172.42
266698	Master Single Payment Vendor	Refunds	145.76
266699	Master Single Payment Vendor	Refunds	34.47
266700	Master Single Payment Vendor	Refunds	120.47
266701	Master Single Payment Vendor	Refunds	9.98
266702	Master Single Payment Vendor	Refunds	41.98
266703	Master Single Payment Vendor	Refunds	209.55
266704	Master Single Payment Vendor	Refunds	93.03
266705	Master Single Payment Vendor	Refunds	94.04
266706	Accurate Hydraulics & Machine Serv., Inc	Materials & Supplies	605.12
266707	Acme Tools	Inventory	464.25
266708	Air-Mach Air Compressor &	Materials & Supplies	2,051.00
266709	Allender Butzke Engineers Inc.	Contractors	2,116.14
266710	AssuredPartners Great Plains LLC	General Insurance Premiums	100.00
266711	Badger Daylighting	Contractors	1,769.19
266712	Beeline Blue	Materials & Supplies	81.98
266713	Bob Brown Chevrolet, Inc.	Vehicle Maintenance Materials	107.46
266714	C. H. McGuiness Company, Inc.	Materials & Supplies	288.00
266715	CPI International	Inventory	2,216.29
266716	Canon Financial Services INC	Printing & Copies	1,713.41
266717	Capital Sanitary Supply	Inventory	93.74
266718	CenturyLink	Telephone Services	58.85
266719	Certified Power, Inc.	Contractors	1,361.80
266720	City Supply Corporation	Inventory	35.65

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
266721	Commercial Supply Co	Inventory	620.00
266722	Construction & Aggregate Products, Inc.	Inventory	195.00
266723	Cottingham & Butler	Purchased Services	772.00
266724	Crescent Electric Supply Company	Materials & Supplies	12.20
266725	Dentons Davis Brown PC	Legal Fees	306.00
266726	Douglas K. Oscarson	Consultants	1,787.10
266727	Electrical Engineering & Equipment Co.	Materials & Supplies	131.34
266728	Evoqua Water Technologies LLC	Inventory	520.00
266729	Fastenal Company	Inventory	100.40
266730	Fire Hose Direct	Materials & Supplies	242.25
266731	First Choice Coffee	Food & Beverages	614.00
266732	Fisher Scientific	Materials & Supplies	635.08
266733	Garratt-Callahan Company	Purchased Services	525.00
266734	Grainger, Inc.	Inventory	2,097.22
266735	Graphic Products	Materials & Supplies	135.43
266736	Graybar Electric Company	Inventory	2,004.05
266737	Hartfiel Automation	Inventory	79.81
266738	IDEXX Laboratories, Inc.	Materials & Supplies	668.63
266739	Illinois Mutual & Life Casualty Company	Insurance Withholding	17.81
266740	Industrial Scientific Corporation	Dues and Memberships	2,315.03
266741	Ingersoll Rand	Purchased Services	324.00
266742	Iowa Prison Industries	Employee Job Costs	68.00
266743	Jennifer Terry	Dues and Memberships	20.00
266744	Language Testing International	Materials & Supplies	63.00
266745	Larry's Window Service, Inc.	Purchased Services	120.00
266746	Lawson Products, Inc.	Inventory	52.93
266747	MSC Industrial Supply Company	Inventory	1,404.64
266748	MTI Distributing	Vehicle Maintenance Materials	77.15
266749	Martin Marietta Aggregates	Aggregate Materials	1,312.88
266750	McMaster-Carr Supply Company	Materials & Supplies	760.70
266751	Menard's	Materials & Supplies	20.36
266752	Merrill Axle & Wheel Service, Inc.	Vehicle Maintenance Materials	990.32
266753	Midwest Office Technology, Inc.	Printing & Copies	1,015.58
266754	Midwest Wheel Companies	Vehicle Maintenance Materials	22.64
266755	Nichols Equipment LLC	Contractors	142.80
266756	Northern Filter Media Inc	Inventory	650.30
266757	Novaspect	Inventory	527.07
266758	Office Installation Services, Inc.	Office Supplies	1,050.00
266759	Plumb Supply Company	Inventory	160.75
266760	Pollard Company	Inventory	160.17
266761	Power Seal	Inventory	521.36
266762	Premier Safety	Inventory	1,021.93
266763	Radwell International	Materials & Supplies	319.76
266764	Raka	Vehicle Maintenance Materials	280.68
266765	Ramco Innovations	Materials & Supplies	300.17
266766	Robert Little	Licenses & Certifications	80.00
266767	Servicemaster Commercial Carpet, Inc.	Purchased Services	924.00
266768	Sherwin Williams	Vehicle Maintenance Materials	146.90
266769	Star Equipment, Ltd.	Inventory	161.60
266770	Stetson Building Products	Inventory	608.45
266771	Steven P. Graham	Safety Boots	217.29
266772	Storey-Kenworthy Company	Inventory	1,892.96
266773	Subsurface Solutions	Materials & Supplies	903.75
266774	Survey Monkey	Subscriptions	954.00
266775	The Rotary Club of Des Moines	Dues and Memberships	249.00
266776	The Shredder	Purchased Services	87.00
266777	Thyssenkrupp Elevator Corporation	Purchased Services	795.81

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
266778	Total Tool	Inventory	450.33
266779	U.S. Autoforce	Vehicle Maintenance Materials	340.82
266780	UPS	Delivery/Freight	10.42
266781	USA Bluebook	Inventory	960.77
266782	USA Safety Supply Corp	Inventory	28.51
266783	Waste Solutions of Iowa	Purchased Services	284.00
266784	West Des Moines Water Works	Sewer	69.00
266785	Ziegler Inc.	Purchased Services	1,253.56
266786	Air Products	Inventory	4,689.88
266787	All Makes Office Equip	Office Equipment	18,825.89
266788	Amazon Capital Services Inc	Materials & Supplies	6,242.17
266789	American Water Works Association	Dues and Memberships	12,121.00
266790	Bankers Trust Company	Corporate Credit Card	3,999.58
266791	Bolton & Menk, Inc	Contractors	4,721.50
266792	Bonnie's Barricades	Contractors	14,722.75
266793	CTI Ready Mix	Concrete	2,859.50
266794	Calgon Carbon Kuraray	Inventory	162,960.00
266795	Chemtrade Chemicals US LLC	Inventory	18,530.25
266796	City of Des Moines	Contractors	3,325.00
266797	Core and Main	Inventory	2,533.66
266798	Dixie Petro-Chem, Inc.	Inventory	9,385.48
266799	DuBois Chemicals, INC	Inventory	12,620.74
266800	Harold Beck and Sons Inc	Materials & Supplies	22,996.23
266801	Hawkeye Truck Equipment	Vehicle Maintenance Materials	28,366.95
266802	I & S Group, Inc.	Contractors	7,500.00
266803	IMEG Corp	Consultants	23,600.00
266804	Image Solutions	Materials & Supplies	6,132.40
266805	Jarnagin Painting, LLC	Purchased Services	19,383.00
266806	Kemira Water Solutions, Inc	Inventory	25,115.58
266807	Louie's Floor Covering, Inc.	Materials & Supplies	11,454.00
266808	Mail Services LLC	Postage	11,961.64
266809	Mesa Products	Inventory	15,106.26
266810	Mississippi Lime Company	Inventory	59,751.73
266811	Municipal Supply, Inc.	Inventory	15,799.48
266812	Nate Todd Construction	Contractors	60,910.00
266813	Nite Owl Printing	Materials & Supplies	2,632.32
266814	Phoenix Security Contractors, LLC	Purchased Services	44,173.30
266815	Renewable Energy Group	Inventory	23,013.20
266816	SEI Security Equipment, Inc	Materials & Supplies	2,860.92
266817	SHERMCO INDUSTRIES	Contractors	9,364.00
266818	Safety Skills, LLC	Subscriptions	6,840.00
266819	Shimadzu Scientific Instrument	Maintenance Contracts	2,574.60
266820	Snyder & Associates, Inc.	Contractors	51,527.88
266821	Superior Industrial Equipment	Purchased Services	3,762.41
266822	Synagro Central, LLC	Contractors	337,958.24
266823	Torgerson Excavating	Contractors	4,700.00
266824	Van Meter Industrial, Inc.	Inventory	6,266.36
266825	Voya Financial	Insurance Withholding	9,131.88
266826	WRH, Inc.	Contractors	144,047.21
266827	Woodberry Associates, LLC	Consultants	7,500.00
266828	Master Single Payment Vendor	Refunds	53.01
266829	Master Single Payment Vendor	Refunds	211.03
266830	Master Single Payment Vendor	Refunds	44.74
266831	Master Single Payment Vendor	Refunds	87.08
266832	Master Single Payment Vendor	Refunds	157.81
266833	Master Single Payment Vendor	Refunds	10.23
266834	Master Single Payment Vendor	Refunds	27.64



# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
266835	Master Single Payment Vendor	Refunds	579.80
266836	Master Single Payment Vendor	Refunds	105.59
266837	Master Single Payment Vendor	Refunds	31.95
266838	Master Single Payment Vendor	Refunds	117.71
266839	Master Single Payment Vendor	Refunds	87.74
266840	Master Single Payment Vendor	Refunds	63.58
266841	Master Single Payment Vendor	Refunds	14.86
266842	Master Single Payment Vendor	Refunds	175.61
266843	Master Single Payment Vendor	Refunds	45.08
266844	Master Single Payment Vendor	Refunds	22.92
266845	Master Single Payment Vendor	Refunds	87.18
266846	Master Single Payment Vendor	Refunds	145.20
266847	Master Single Payment Vendor	Refunds	16.01
266848	Master Single Payment Vendor	Refunds	109.64
266849	Master Single Payment Vendor	Refunds	78.21
266850	Master Single Payment Vendor	Refunds	168.99
266851	Master Single Payment Vendor	Refunds	32.79
266852	Master Single Payment Vendor	Refunds	134.22
266853	Master Single Payment Vendor	Refunds	15.00
266854	ACCO	Materials & Supplies	733.00
266855	AT&T Mobility	Cell Phones	103.32
266856	Acme Tools	Inventory	338.01
266857	Add-A-Tool, Limited	Purchased Services	297.50
266858	Ahlers, Cooney, PC	Legal Fees	462.00
266859	Airgas North Central	Inventory	6.48
266860	Amazon Capital Services Inc	Materials & Supplies	719.76
266861	American Fence of Iowa	Contractors	1,380.00
266862	Baker Group	Purchased Services	668.00
266863	Blackburn Manufacturing Company	Inventory	467.92
266864	Bonnie's Barricades	Contractors	1,160.70
266865	CFI Tire Service	Vehicle Maintenance Materials	2,180.00
266866	CPI International	Inventory	767.85
266867	CTI Ready Mix	Concrete	1,015.00
266868	Capital Sanitary Supply	Inventory	892.18
266869	CenturyLink	Telephone Services	234.51
266870	City of Des Moines	Contractors	315.00
266871	Clive Power Equipment	Vehicle Maintenance Materials	432.23
266872	Combined Systems Technology, Inc.	Materials & Supplies	1,607.48
266873	Commercial Supply Co	Inventory	57.68
266874	DMACC	Training	870.00
266875	DXP	Inventory	516.99
266876	Des Moines Iron Company	Vehicle Maintenance Materials	1,198.16
266877	Des Moines Register	Purchased Services	605.08
266878	Douglas K. Oscarson	Consultants	1,820.40
266879	Duke Aerial Equipment	Purchased Services	854.20
266880	Dultmeier Sales LLC	Inventory	122.52
266881	Electrical Engineering & Equipment Co.	Materials & Supplies	69.73
266882	Fisher Scientific	Inventory	59.45
266883	Force Fitters	Employee Job Costs	1,509.50
266884	Grainger, Inc.	Inventory	2,211.22
266885	Graybar Electric Company	Inventory	774.37
266886	IP Pathways, LLC	Data Processing Equipment	1,959.46
266887	Ingersoll Rand	Vehicle Maintenance Materials	2,068.74
266888	Iowa Department of Natural Resources	Maintenance Contracts	260.00
266889	Iowa Mediation Service	Training	608.88
266890	Iowa One Call	Purchased Services	1,772.10
266891	Iowa Prison Industries	Materials & Supplies	56.60

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
266892	Iowa Public Radio	Advertising	1,394.00
266893	Iowa State University	Training	300.00
266894	Iowa State University	Advertising	270.00
266895	Isaac Meyer	Safety Glasses	360.00
266896	John Boyt Industrial Sewing	Contractors	225.00
266897	Kinzler Construction Services	Purchased Services	2,300.00
266898	Lawson Products, Inc.	Inventory	370.66
266899	Liberty Tire Recycling Services Iowa	Purchased Services	310.11
266900	Lindsey Wanderscheid	Materials & Supplies	93.86
266901	Logan Contractors Supply, Inc.	Materials & Supplies	878.35
266902	MTI Distributing	Vehicle Maintenance Materials	128.28
266903	McMaster-Carr Supply Company	Vehicle Maintenance Materials	1,882.23
266904	Merrill Axle & Wheel Service, Inc.	Vehicle Maintenance Materials	150.00
266905	Metro Waste Authority	Purchased Services	171.94
266906	Michael Argenta	Safety Glasses	43.32
266907	Midwest Wheel Companies	Materials & Supplies	2,313.56
266908	Mike Woods	Safety Boots	163.70
266909	Motion Industries	Inventory	1,252.20
266910	Nathan Baker	Safety Boots	245.00
266911	O'Halloran International	Vehicle Maintenance Materials	683.36
266912	One Source	Purchased Services	428.00
266913	Plumb Supply Company	Inventory	79.07
266914	Premier Safety	Inventory	994.50
266915	Print Image Solutions, Inc.	Inventory	1,094.60
266916	Revenue Advantage	Purchased Services	950.00
266917	Rick's Towing	Purchased Services	578.00
266918	SCP Science	Materials & Supplies	774.20
266919	SEI Security Equipment, Inc	Park Materials	158.72
266920	Scott Manning	Safety Glasses	43.32
266921	Secretary of State	Licenses & Certifications	30.00
266922	Smith's Sewer Service Inc.	Contractors	392.50
266923	Snyder & Associates, Inc.	Consultants	1,360.50
266924	Star Equipment, Ltd.	Contractors	133.44
266925	Stetson Building Products	Inventory	138.78
266926	Sweco/Pearson Arnold	Inventory	806.78
266927	TPx Communications	Internet Connectivity	734.01
266928	Tero International Inc	Training	495.00
266929	Total Tool	Inventory	467.15
266930	True North Controls	Inventory	53.00
266931	U.S. Autoforce	Vehicle Maintenance Materials	1,447.66
266932	ULINE	Vehicle Maintenance Materials	448.21
266933	UPS	Delivery/Freight	8.90
266934	USA Bluebook	Inventory	1,838.50
266935	USA Safety Supply Corp	Inventory	188.32
266936	VWR International LLC	Materials & Supplies	186.60
266937	Valley Plumbing Company, Inc.	Plumbing	1,825.35
266938	Van Meter Industrial, Inc.	Materials & Supplies	1,385.46
266939	Veenstra & Kimm, Inc.	Contractors	89.50
266940	Vessco	Inventory	216.67
266941	Warren Water District	Purchased Services	1,878.80
266942	Waste Solutions of Iowa	Purchased Services	1,329.00
266943	Weave Filtration	Materials & Supplies	1,803.85
266944	Wex Bank	Gasoline	195.05
266945	Ziegler Inc.	Maintenance Contracts	280.17
266946	Advocacy Strategies, LLC	Consultants	10,625.00
266947	Air Products	Inventory	4,860.98
266948	All Makes Office Equip	Office Equipment	53,542.78

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

Report ID: DWAPR002.sqr

<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
266949	B & C Commercial Cleaning L.C.	Purchased Services	7,250.00
266950	Brady Truck & Equipment	Vehicle Maintenance Materials	37,900.00
266951	Carus Chemical	Inventory	55,718.00
266952	Chemtrade Chemicals US LLC	Inventory	19,103.75
266953	Cintas	Purchased Services	4,301.54
266954	City of Alleman	Alleman Payable	7,608.29
266955	City of Cumming	Cumming Payable	7,359.76
266956	City of Pleasant Hill	Billing Service Revenue	306,687.83
266957	City of Runnells	Billing Service Revenue	5,862.73
266958	City of Windsor Heights	Billing Service Revenue	68,184.75
266959	Core and Main	Inventory	2,540.22
266960	Dixie Petro-Chem, Inc.	Inventory	9,486.79
266961	Evoqua Water Technologies LLC	Materials & Supplies	20,094.12
266962	Greenfield Plaza Sanitary Sewer	Billing Service Revenue	30,525.59
266963	Hach Chemical Company	Inventory	3,502.18
266964	HomeServe USA	Billing Service Revenue	215,443.41
266965	Kemira Water Solutions, Inc	Inventory	25,048.62
266966	MW Media Consultants, LLC	Consultants	6,131.19
266967	Mid American Energy	Utilities - Electric & Natural Gas	211,335.90
266968	Mississippi Lime Company	Inventory	54,265.07
266969	Municipal Supply, Inc.	Inventory	46,743.53
266970	Neptune Technology Group Inc	Inventory	6,351.84
266971	Novaspect	Inventory	5,298.33
266972	Polk County	Billing Service Revenue	66,364.66
266973	Polk County Treasurer	Billing Service Revenue	32,869.95
266974	Raccoon River Rental	Materials & Supplies	7,885.00
266975	SVPA Architects Inc	Contractors	9,945.35
266976	Stivers	Vehicle Maintenance Materials	178,380.00
266977	Superior Industrial Equipment	Purchased Services	3,711.74
266978	Torgerson Excavating	Purchased Services	2,650.00
266979	Truck Center Companies	Vehicle Maintenance Materials	92,054.00
266980	Univar	Inventory	8,918.75
266981	Urbandale/Windsor Heights Sanitary Dist	Billing Service Revenue	47,159.23
266982	Verizon Wireless Messaging Service	Cell Phones	4,894.85
266983	Wesco Distribution, Inc.	Materials & Supplies	7,583.00
266984	Woodland Lake Estate Association	Woodland Lakes Estates Payable	3,950.00
266985	Master Single Payment Vendor	Refunds	49.13
266986	Master Single Payment Vendor	Refunds	119.74
266987	Master Single Payment Vendor	Refunds	135.92
266988	Master Single Payment Vendor	Refunds	153.33
266989	Master Single Payment Vendor	Refunds	174.17
266990	Master Single Payment Vendor	Refunds	119.56
266991	Master Single Payment Vendor	Refunds	169.27
266992	Master Single Payment Vendor	Refunds	68.46
266993	Master Single Payment Vendor	Refunds	64.89
266994	Master Single Payment Vendor	Refunds	13.00
266995	Master Single Payment Vendor	Refunds	139.59
266996	Master Single Payment Vendor	Refunds	194.30
266997	Master Single Payment Vendor	Refunds	61.77
266998	Master Single Payment Vendor	Refunds	31.71
266999	Master Single Payment Vendor	Refunds	13.50
267000	Master Single Payment Vendor	Refunds	20.18
267001	Master Single Payment Vendor	Refunds	111.45
267002	Master Single Payment Vendor	Refunds	5.57
267003	Master Single Payment Vendor	Refunds	143.11
267004	Master Single Payment Vendor	Refunds	46.34
267005	Master Single Payment Vendor	Refunds	42.82

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
267006	Master Single Payment Vendor	Refunds	225.30
267007	Master Single Payment Vendor	Refunds	83.28
267008	Master Single Payment Vendor	Refunds	84.80
267009	Master Single Payment Vendor	Refunds	100.84
267010	Master Single Payment Vendor	Refunds	88.35
267011	Master Single Payment Vendor	Refunds	105.03
267012	Master Single Payment Vendor	Refunds	12.76
267013	Master Single Payment Vendor	Refunds	99.31
267014	Master Single Payment Vendor	Refunds	18.94
267015	Master Single Payment Vendor	Refunds	106.75
267016	Master Single Payment Vendor	Refunds	133.09
267017	Master Single Payment Vendor	Refunds	145.68
267018	Master Single Payment Vendor	Refunds	103.94
267019	Master Single Payment Vendor	Refunds	91.35
267020	Master Single Payment Vendor	Refunds	124.00
267021	Master Single Payment Vendor	Refunds	23.80
267022	Master Single Payment Vendor	Refunds	30.30
267023	AccuCopy	Printing & Copies	244.43
267024	Acme Tools	Inventory	92.10
267025	Air Products	Inventory	2,391.92
267026	Airgas North Central	Tools	237.54
267027	Amazon Capital Services Inc	Materials & Supplies	362.78
267028	American Fence of Iowa	Contractors	975.00
267029	Armored Knights., Inc	Purchased Services	541.20
267030	Bob Brown Chevrolet, Inc.	Vehicle Maintenance Materials	443.98
267031	CFI Tire Service	Vehicle Maintenance Materials	1,212.00
267032	Capital Sanitary Supply	Inventory	288.75
267033	Carquest	Vehicle Maintenance Materials	151.21
267034	CenturyLink	Telephone Services	102.72
267035	Cintas	Purchased Services	2,096.86
267036	City Supply Corporation	Inventory	160.49
267037	City of Des Moines	Contractors	965.00
267038	Cody Welch	Safety Boots	243.79
267039	Colin Lenihan	Safety Glasses	333.41
267040	Combined Systems Technology, Inc.	Materials & Supplies	279.99
267041	Commercial Supply Co	Inventory	310.00
267042	Construction & Aggregate Products, Inc.	Park Materials	132.38
267043	Consumer Energy	Electrical Power	509.22
267044	Cross Precision Measurement	Purchased Services	180.00
267045	DMACC	Training	2,076.00
267046	Des Moines Stamp	Office Supplies	29.50
267047	Des Moines Steel Company, Inc.	Vehicle Maintenance Materials	353.00
267048	Douglas K. Oscarson	Consultants	1,753.80
267049	Electrical Engineering & Equipment Co.	Materials & Supplies	2,412.48
267050	Eurofins Abraxis Inc	Inventory	1,268.84
267051	Fastenal Company	Materials & Supplies	44.46
267052	Force Fitters	Employee Job Costs	1,005.25
267053	GA Industries LLC	Materials & Supplies	123.65
267054	Grainger, Inc.	Vehicle Maintenance Materials	2,371.38
267055	Graybar Electric Company	Inventory	1,526.49
267056	Hartfiel Automation	Inventory	79.78
267057	Hawkins Water Treatment Group	Inventory	409.00
267058	Home City Ice	Park Materials	319.66
267059	Ingersoll Rand	Materials & Supplies	315.58
267060	Iowa Prison Industries	Office Supplies	68.00
267061	Iowa Pump Works	Materials & Supplies	1,447.27
267062	Iowa-Illinois Safety Council	Training	750.00

# PAYMENTS FOR FEBRUARY, 2023

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
267063	Jasper Engineering	Materials & Supplies	278.12
267064	Kinzler Construction Services	Purchased Services	1,541.50
267065	Language Testing International	Materials & Supplies	63.00
267066	Lawson Products, Inc.	Inventory	261.90
267067	Levi Foster	Licenses & Certifications	27.50
267068	Logan Contractors Supply, Inc.	Inventory	46.08
267069	McMaster-Carr Supply Company	Materials & Supplies	1,404.62
267070	Menard's	Inventory	462.83
267071	Merrill Axle & Wheel Service, Inc.	Vehicle Maintenance Materials	10.00
267072	Metal Prep	Materials & Supplies	50.27
267073	Metro Waste Authority	Contractors	163.02
267074	Mid American Energy	Utilities - Electric & Natural Gas	1,377.30
267075	Midwest Wheel Companies	Tools	1,749.73
267076	Murphy Tractor & Equipment	Vehicle Maintenance Materials	216.46
267077	Nate Todd Construction	Contractors	2,125.00
267078	Nite Owl Printing	Printing & Copies	960.00
267079	P & P Small Engines, Inc.	Park Materials	145.98
267080	Penny Perkins	Safety Boots	245.00
267081	Plumb Supply Company	Inventory	370.32
267082	Polk County Recorder	Materials & Supplies	4.00
267083	Premier Safety	Inventory	146.92
267084	Radwell International	Materials & Supplies	109.76
267085	Reotemp Instrument Corporation	Materials & Supplies	633.86
267086	SEI Security Equipment, Inc	Contractors	160.00
267087	Sherwin Williams	Materials & Supplies	142.87
267088	Shimadzu Scientific Instrument	Purchased Services	1,249.00
267089	Springer Pest Solutions DSM	Purchased Services	72.60
267090	State Hygienic Laboratory	Purchased Services	41.00
267091	Stivers	Vehicle Maintenance Materials	484.44
267092	Straub Corporation	Inventory	1,711.50
267093	Sweco/Pearson Arnold	Inventory	830.57
267094	Total Tool	Tools	1,130.06
267095	True North Controls	Contractors	1,270.00
267096	U.S. Autoforce	Vehicle Maintenance Materials	1,435.52
267097	ULINE	Inventory	94.12
267098	UPHDM Occupational Medicine	Purchased Services	568.75
267099	UPS	Delivery/Freight	9.74
267100	United Rentals	Inventory	537.00
267101	United States Plastic Corporation	Inventory	175.87
267102	Warren County Engineer	Contractors	50.00
267103	Waste Management of Iowa Inc.	Purchased Services	1,710.60
267104	Ziegler Inc.	Maintenance Contracts	1,857.75
267105	Badger Daylighting	Contractors	8,275.51
267106	Bonnie's Barricades	Contractors	2,788.40
267107	CTI Ready Mix	Concrete	2,859.50
267108	Chemtrade Chemicals US LLC	Inventory	19,514.50
267109	Dickinson, Mackaman, Tyler, & Hagen, PC	Legal Fees	21,801.00
267110	Dixie Petro-Chem, Inc.	Inventory	35,813.59
267111	GovernmentJobs.com, Inc.	Maintenance Contracts	8,453.53
267112	HDR Engineering	Purchased Services	8,017.50
267113	Heartland Business Systems	Purchased Services	10,601.00
267114	Henkel Construction Company	Contractors	209,697.16
267115	Iowa Department of Transportation	Contracts Payable	303,677.06
267116	Kemira Water Solutions, Inc	Inventory	12,577.32
267117	McDonald Supply	Materials & Supplies	2,850.49
267118	Mississippi Lime Company	Inventory	84,275.84
267119	Municipal Supply, Inc.	Inventory	13,794.75

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
267120	Napa Auto Parts	Vehicle Maintenance Materials	4,598.66
267121	Neptune Technology Group Inc	Inventory	40,007.20
267122	Superior Industrial Equipment	Inventory	6,032.97
267123	Teamwork Crew Limited	Subscriptions	4,618.80
267124	Thermo Electron North America LLC	Maintenance Contracts	14,383.00
267125	USA Bluebook	Inventory	3,342.95
267126	Van Meter Industrial, Inc.	Materials & Supplies	3,437.61
267127	Vessco	Inventory	14,998.71
267128	WRH, Inc.	Contractors	29,219.88
267129	Wellmark Blue Cross & Blue Shield of IA	Group Insurance Premiums	24,618.30
267130	Willco, Inc	Inventory	4,159.00
267131	Master Single Payment Vendor	Refunds	10.26
267132	Master Single Payment Vendor	Refunds	26.56
267133	Master Single Payment Vendor	Refunds	10.31
267134	Master Single Payment Vendor	Refunds	789.27
267135	Master Single Payment Vendor	Refunds	670.70
267136	Master Single Payment Vendor	Refunds	722.96
267137	Master Single Payment Vendor	Refunds	372.61
267138	Master Single Payment Vendor	Refunds	1,483.30
267139	Master Single Payment Vendor	Refunds	55.29
267140	Master Single Payment Vendor	Refunds	33.75
267141	Master Single Payment Vendor	Refunds	1,652.10
267142	Master Single Payment Vendor	Refunds	70.68
267143	Master Single Payment Vendor	Refunds	305.70
267144	Master Single Payment Vendor	Refunds	102.24
267145	Master Single Payment Vendor	Refunds	145.41
267146	Master Single Payment Vendor	Refunds	26.37
267147	Master Single Payment Vendor	Refunds	17.18
267148	ABL Laboratories	Materials & Supplies	250.00
267149	AGRILAND FS, INC	Inventory	436.97
267150	AccuCopy	Printing & Copies	144.17
267151	Acme Tools	Tools	592.62
267152	Allied Electronics	Inventory	91.73
267153	Amazon Capital Services Inc	Materials & Supplies	1,256.28
267154	BDI Signs Business Designs, Inc	Vehicle Maintenance Materials	75.50
267155	Baker Group	Purchased Services	1,932.00
267156	Bearing Headquarters Company	Materials & Supplies	2,112.94
267157	Bob Brown Chevrolet, Inc.	Vehicle Maintenance Materials	500.89
267158	Bonnie's Barricades	Contractors	1,918.40
267159	C. H. McGuiness Company, Inc.	Purchased Services	737.21
267160	CFI Tire Service	Vehicle Maintenance Materials	668.00
267161	CPI International	Inventory	2,216.22
267162	Canon Financial Services INC	Printing & Copies	1,175.70
267163	Capital Sanitary Supply	Inventory	529.87
267164	City Supply Corporation	Inventory	597.36
267165	City of Des Moines	Contractors	70.00
267166	City of Des Moines	Purchased Services	335.00
267167	Combined Systems Technology, Inc.	Materials & Supplies	225.00
267168	Commonwealth Electric Company	Contractors	194.79
267169	Corrosion Fluid Products	Inventory	983.97
267170	Cortrol Process Systems	Inventory	1,532.85
267171	DXP	Inventory	293.31
267172	Douglas K. Oscarson	Consultants	1,787.10
267173	Electrical Engineering & Equipment Co.	Materials & Supplies	412.79
267174	Endress and Hauser	Inventory	1,328.98
267175	Environmental Express	Inventory	239.45
267176	Fastenal Company	Materials & Supplies	73.88

# PAYMENTS FOR FEBRUARY, 2023

PeopleSoft Financials

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<u>Check No.</u>	<u>Paid to:</u>	<u>Description</u>	<u>Amount</u>
267177	Fisher Scientific	Materials & Supplies	291.87
267178	Force Fitters	Employee Job Costs	65.75
267179	GA Industries LLC	Inventory	203.14
267180	Grainger, Inc.	Materials & Supplies	1,843.75
267181	Graybar Electric Company	Materials & Supplies	1,914.86
267182	Hach Chemical Company	Inventory	258.18
267183	Hilltop Tire Services	Vehicle Maintenance Materials	319.98
267184	I & S Group, Inc.	Contractors	2,096.25
267185	Indelco Plastics	Inventory	607.95
267186	Ingersoll Rand	Inventory	325.33
267187	Jennifer Kohls	Materials & Supplies	750.00
267188	Joe Jones, JR	Safety Boots	315.98
267189	Justin Randleman	Safety Boots	149.25
267190	Lawson Products, Inc.	Inventory	65.59
267191	McDonald Supply	Inventory	75.55
267192	McMaster-Carr Supply Company	Inventory	342.28
267193	Mead O'Brien, Inc.	Purchased Services	2,331.26
267194	Menard's	Materials & Supplies	37.98
267195	Murphy Tractor & Equipment	Vehicle Maintenance Materials	1,550.00
267196	Norwalk Ready-Mixed Concrete, Inc.	Concrete	602.50
267197	O'Halloran International	Vehicle Maintenance Materials	442.42
267198	Plumb Supply Company	Inventory	210.57
267199	Premier Safety	Inventory	567.04
267200	Radwell International	Materials & Supplies	319.76
267201	SEI Security Equipment, Inc	Materials & Supplies	519.88
267202	Schabel Solutions	Consultants	875.00
267203	Star Equipment, Ltd.	Inventory	117.69
267204	Stetson Building Products	Inventory	120.95
267205	Stivers	Vehicle Maintenance Materials	408.08
267206	Straub Corporation	Inventory	995.40
267207	Superior Industrial Equipment	Inventory	2,049.30
267208	Tony Knox	Safety Boots	171.19
267209	Total Tool	Inventory	87.16
267210	U.S. Autoforce	Vehicle Maintenance Materials	1,004.84
267211	UPS	Delivery/Freight	19.32
267212	Van Meter Industrial, Inc.	Materials & Supplies	77.75
267213	Waste Solutions of Iowa	Purchased Services	309.00
267214	Weave Filtration	Inventory	1,984.66
267215	Ziegler Inc.	Vehicle Maintenance Materials	1,460.74
267216	Air Products	Inventory	7,102.68
267217	Allender Butzke Engineers Inc.	Contractors	4,300.00
267218	Aqua Metrology Systems	Contractors	21,950.00
267219	Aureon Communications	Telephone Services	3,894.06
267220	CTI Ready Mix	Concrete	2,558.50
267221	Chemtrade Chemicals US LLC	Inventory	18,607.75
267222	Cintas	Materials & Supplies	3,668.48
267223	Core and Main	Inventory	3,720.53
267224	Dinges Fire Company	Materials & Supplies	2,754.81
267225	Dixie Petro-Chem, Inc.	Inventory	18,568.22
267226	IDEXX Laboratories, Inc.	Materials & Supplies	2,574.47
267227	IXOM Watercare Inc	Purchased Services	14,943.00
267228	KFI Engineers	Contractors	3,490.00
267229	Keen Independent Research, LLC	Consultants	5,580.00
267230	Kemira Water Solutions, Inc	Inventory	25,171.38
267231	Louie's Floor Covering, Inc.	Materials & Supplies	9,275.00
267232	Mail Services LLC	Postage	12,291.19
267233	Mid American Energy	Utilities - Electric & Natural Gas	76,619.51

# PAYMENTS FOR FEBRUARY, 2023

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267234	Mississippi Lime Company	Inventory	72,099.86
267235	Municipal Supply, Inc.	Inventory	11,312.60
267236	Nate Todd Construction	Contractors	28,500.00
267237	Renewable Energy Group	Inventory	17,318.20
267238	Republic Lagun Machine Tool Co.	Vehicle Maintenance Materials	3,680.35
267239	S.D. Myers, Inc.	Contractors	4,205.00
267240	Seneca Companies	Purchased Services	10,934.21
267241	Siemens Industry Inc. c/oJasper eng	Materials & Supplies	4,584.00
267242	USA Bluebook	Inventory	4,691.35
267243	USA Safety Supply Corp	Materials & Supplies	2,519.79
267244	Verizon Wireless Messaging Service	Cell Phones	5,953.45
267245	Vessco	Materials & Supplies	4,939.83
267246	Woodberry Associates, LLC	Consultants	7,500.00
475969	ADP, LLC	Purchased Services	1,532.70
853217	Treasurer State of Iowa	Iowa Water Excise Tax Payable	201,700.58
862254	ADP, LLC	Purchased Services	7,345.00
921028	Treasurer State of Iowa	Iowa State Sales Tax Payable	143,714.09
020123	EBS	Employee Health Premiums	299,993.54
020323	Collection Services Center	Garnishment of Wages	1,880.49
020323	Treasurer State of Iowa	State Withholding Taxes Payable	26,224.87
020323	Internal Revenue Service	Withholding Taxes Payable	178,982.72
021723	Collection Services Center	Garnishment of Wages	1,880.49
021723	Treasurer State of Iowa	State Withholding Taxes Payable	29,598.55
021723	Internal Revenue Service	Withholding Taxes Payable	199,976.76
022823	EBS	Employee Health Premiums	36,129.46
<b>TOTAL</b>			<b><u>\$6,052,206.28</u></b>



CEO APPROVED EXPENDITURES GREATER THAN \$20,000  
MONTHLY SCHEDULE FOR THE MONTH OF FEB 2023

Check #	Vendor	Description	Amount	Details
	none			

## AGENDA ITEM FORM

**SUBJECT: Not to Exceed \$1,100,000 Water Revenue Capital Loan Notes**

### SUMMARY:

DMWW plans to design and construct two transmission main improvement projects critical to convey additional flows and volumes associated with the Saylorville Water Treatment Plant (SWTP) expansion. The SWTP expansion is required to support the utility's ability to meet peak-day demands, as well as to diversify the broader treatment options managed by the utility. Approximately 11,300 feet of 36-48" main will provide a connection from SWTP to the transmission network to utilize the production capacity of SWTP more fully and improve system function and reliability. Approximately 4,700 feet of 24" main will allow both SWTP and Fleur Drive Water Treatment Plant to supply more reliable flows and volumes to the northwest region of the transmission network.

Planning and Design (P&D) loans are available from the State Revolving Fund (SRF) at 0% interest for three years, at which time they are typically rolled into an SRF construction loan. DMWW's P&D application for these SWTP transmission projects were approved to be included in the state's Intended Use Plan (IUP) project list on March 23, 2023. In order to execute the Loan and Disbursement Agreement, DMWW must hold a public hearing and pass resolutions authorizing the Board of Trustees to execute the Agreement. At the February Board meeting, the Board of Trustees set the date for the public hearing as the March Board meeting. Notice of this public meeting was published, as required by law, in the Des Moines Register on March 10, 2023. The attached resolutions and agreements were prepared by bond counsel, Eric Boehlert of Ahlers & Cooney.

### FISCAL IMPACT:

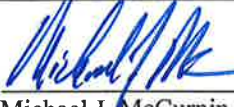


A Planning and Design Loan from the State Revolving Fund not to exceed \$1,100,000 will fund the design of two transmission main improvements related to the Saylorville Water Treatment Plant expansion at 0% interest for three years. The total costs to design and construct the transmission main improvements is estimated to be \$24,250,000 over several years. The project has been budgeted in the 2023 budget and is included in the utility's Capital Improvement Plan.

### RECOMMENDED ACTION:

- Public Hearing on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,100,000 Water Revenue Capital Loan Notes
- Adopt "Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of \$1,098,700 Water Revenue Capital Loan Notes."
- Adopt "Resolution approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$1,098,700 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2023, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

### BOARD REQUIRED ACTION:

- Public Hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation thereunder - Opened by Chairperson for written or oral objections to the issuance of not to exceed \$1,100,000 Water Revenue Capital Loan Notes
- Chairperson closes hearing
- Motion and roll call vote to adopt "Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of \$1,098,700 Water Revenue Capital Loan Notes."
- Motion and roll call vote to adopt "Resolution Approving and Authorizing a Form of Interim Loan and Disbursement Agreement, and Authorizing and Providing for the Issuance and Securing the Payment of \$1,098,700 Water Revenue Capital Loan Notes Anticipation Project Note, Series, 2023, Under the Provisions of the Code of Iowa, and Providing for a Method of Payment of Said Note."

 Michael J. McCurnin, P.E. (Date) Director of Engineering Services	 Amy Kahler, CPA (Date) Chief Financial Officer	 Ted Corrigan, P.E. (date) CEO and General Manager
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Attachment: Resolutions; Closing documents: Transcript and Delivery Certificates, Interim Loan and Disbursement Agreement

March 28, 2023

The Board of Water Works Trustees of the City of Des Moines, State of Iowa, met in \_\_\_\_\_ session, in the Des Moines Water Works Board Room, 2201 George Flagg Parkway, Des Moines, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City of Des Moines, Iowa, acting through its Board of Water Works Trustees (the "Issuer"), and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$1,100,000 Water Revenue Capital Loan Notes, to evidence the obligations under the said Loan and Disbursement Agreement, in order to provide funds to pay the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with designing the Saylorville Water Treatment Plant expansion project, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

The Chairperson then asked the Secretary whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Secretary advised the Chairperson and the Board that \_\_\_\_\_ written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan and Disbursement Agreement and the issuance of the Notes to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member \_\_\_\_\_ introduced and delivered to the Secretary the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,100,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

Board Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A  
LOAN AND DISBURSEMENT AGREEMENT AND THE  
ISSUANCE OF NOT TO EXCEED \$1,100,000 WATER  
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the Board has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$1,100,000 Water Revenue Capital Loan Notes, to evidence the obligations under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with designing the Saylorville Water Treatment Plant expansion project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$1,100,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. That this Board does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 4. That the Secretary, with the assistance of bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the Issuer participation in the DWSRF Loan Program, to select a suitable date for final Board authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the Issuer's obligations thereunder, and to take such other actions as the Board shall deem necessary to permit the completion of a loan on a basis favorable to the Issuer and acceptable to this Board.

PASSED AND APPROVED this 28<sup>th</sup> day of March, 2023.

---

Chairperson of the Board of Water Works  
Trustees

ATTEST:

---

Secretary of the Board of Water Works Trustees

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned Secretary of the Board of Water Works Trustees of the City of Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

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

March 28, 2023

The Board of Water Works Trustees of the City of Des Moines, State of Iowa, met in \_\_\_\_\_ session, in the Des Moines Water Works Board Room, 2201 George Flagg Parkway, Des Moines, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Board Member \_\_\_\_\_ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,098,700 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2023, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE", and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Chairperson declared the following Resolution duly adopted:

Resolution No. \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING A FORM  
OF INTERIM LOAN AND DISBURSEMENT AGREEMENT,  
AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE  
AND SECURING THE PAYMENT OF \$1,098,700 WATER  
REVENUE CAPITAL LOAN NOTES ANTICIPATION  
PROJECT NOTE, SERIES 2023, UNDER THE PROVISIONS  
OF THE CODE OF IOWA, AND PROVIDING FOR A  
METHOD OF PAYMENT OF SAID NOTE

WHEREAS, the City of Des Moines, acting through its Board of Water Works Trustees, (hereafter the "Issuer"), proposes to issue its Water Revenue Capital Loan Notes Anticipation Project Note, Series 2023, to the extent of \$1,098,700, for the purpose of defraying the costs of the Project hereinafter described; and, it is deemed necessary and advisable and in the best interests of the Issuer that a form of Interim Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority be approved and authorized; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$1,098,700 Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IN THE COUNTY OF POLK, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Project Notes" shall mean any project notes or other obligations issued on a parity with the Note in accordance with the provisions of Section 11 hereof;

◆ "Agreement" shall mean an Interim Loan and Disbursement Agreement dated as of the Closing between and among the Issuer and the Original Purchaser, relating to the Interim Loan made to the Issuer under the Program;

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Interim Loan;

◆ "Fiscal Year" shall mean the twelve months' period beginning on January 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling

due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

♦ "Governing Body" and "Board" shall mean the Board of Water Works Trustees of the City of Des Moines, or its successor in function with respect to the operation and control of the System;

♦ "Interim Loan" shall mean the principal amount allocated by the Original Purchaser and loaned to the Issuer under the Program, equal in amount to the principal amount of the Note;

♦ "Issuer" shall mean the City of Des Moines, Iowa, acting through its Board of Water Works Trustees;

♦ "Note" shall mean \$1,098,700 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2023, authorized to be issued by this Resolution;

♦ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Note from Issuer at the time of its original issuance;

♦ "Paying Agent" shall be the Secretary, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;

♦ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs;

♦ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

♦ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with designing the Saylorville Water Treatment Plant expansion project;

♦ "Project Costs" shall mean all engineering fees, archeological surveys, environmental studies, and fees related to a project plan preparation and submission, and other expenses incidental thereto, and also including the costs of issuance of the Note;

♦ "Project Fund" shall mean the Project Fund established by Section 6 of this Resolution;

♦ "Registrar" shall be the Secretary, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note;

♦ "Secretary" shall mean the Secretary of the Board of Water Works Trustees of Des Moines, Iowa or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

♦ "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while the Note remains outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

Section 2. Authority. The Agreement and the Note authorized by this Resolution shall be issued pursuant to Section 76.13 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the Secretary.

### Section 3. Note Details, Execution, Redemption and Registration.

- a. Note Details. The Note shall be designated a Water Revenue Capital Loan Notes Anticipation Project Note, be dated the date of delivery, in the denomination of \$100 or multiples thereof, and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$1,098,700 and numbered R-1. The Note shall not bear interest (0%), and shall mature three years from issuance. The Board hereby finds and determines that it is necessary and advisable to issue said Note pursuant to Section 76.13 of the Code of Iowa, as authorized by the Agreement and this Resolution.
- b. Execution. The Note shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Secretary, and impressed or imprinted with the seal of the Issuer and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note.
- c. Redemption. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Notice of redemption shall be given by U.S. mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

- d. Registration. The Note may be registered as to principal and interest on the books of the Registrar in the name of the holder and such registration noted on the Note after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. The Secretary is hereby appointed as Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution.

The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of the Note and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution.

As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Note and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy

and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

A Note which has been redeemed shall not be reissued but shall be cancelled by the Registrar. A Note which is cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Note to the Issuer.

In the event any payment check representing payment of principal of or interest on the Note is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Note shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Note. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 4. Form of Note. The form of Note shall be substantially as follows:

REGISTERED  
No. R-1

REGISTERED  
\$1,098,700

UNITED STATES OF AMERICA  
STATE OF IOWA  
COUNTY OF POLK  
CITY OF DES MOINES, IOWA  
WATER REVENUE CAPITAL LOAN NOTES  
ANTICIPATION PROJECT NOTE  
SERIES 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
0.00%	April 14, 2026	April 14, 2023

The City of Des Moines, Iowa, acting through its Board of Water Works Trustees, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

**IOWA FINANCE AUTHORITY**

or registered assigns, the principal sum of ONE MILLION NINETY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS in lawful money of the United States of America, at maturity on April 14, 2026, without interest (0%). Payment of this Note shall at all times conform to the rules of the Iowa Drinking Water Facilities Financing Program. Issuer pledges the Project Fund to which there has been appropriated the anticipated receipts of certain funds held or to be received by the Issuer as well as the proceeds of certain Capital Loan Notes to be issued.

This Note is payable solely from said Project Fund.

This Note is issued pursuant to an Interim Loan and Disbursement Agreement and the Resolution, duly adopted and under and in substantial compliance with the Constitution and statutes of the state of Iowa, including specifically Section 76.13 of the Code of Iowa, as amended, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions, under which this Note is payable, a statement of conditions under which additional notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution and Interim Loan and Disbursement Agreement. This Note is not payable in any manner by taxation and under no circumstances shall the Issuer be in any manner liable by reason of the failure of said Project Fund to be sufficient for the payment hereof.

The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Notice of redemption shall be given by ordinary mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Note may be registered as to principal and interest on the books of the Secretary in the name of the holder after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in the Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Secretary, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said Issuer by its Board of Water Works Trustees has caused this Note to be signed by the manual or facsimile signature of its Chairperson of the Board of Water Works Trustees and attested by the manual or facsimile signature of its Secretary of the Board of Water Works Trustees, with the seal of said City impressed or imprinted hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the Secretary of the Board of Water Works Trustee of Des Moines, Iowa, all as of the 14<sup>th</sup> day of April, 2023.



Date of authentication: April 14, 2023

BOARD OF WATER WORKS TRUSTEES OF DES  
MOINES, STATE OF IOWA

This is one of the Notes described in the within  
mentioned Resolution, as registered by the  
Secretary

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

SECRETARY

ATTEST:

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

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

(SEAL)

Registrar and Transfer Agent: Secretary

Paying Agent: Secretary

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto  
\_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the  
within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_  
attorney in fact to transfer the said Note on the books kept for registration of the within Note,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED ) \_\_\_\_\_

#### IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face  
of the Certificate(s) or Note(s) in every particular without alteration or enlargement or  
any change whatever. Signature guarantee must be provided in accordance with the  
prevailing standards and procedures of the Registrar and Transfer Agent. Such standards  
and procedures may require signature to be guaranteed by certain eligible guarantor  
institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with rights of survivorship and not as tenants in common  
IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

(End of Note)

Section 5. Security for Note. The Note shall be payable solely from the Project Fund. To pay the principal on the Note when it becomes due, there is hereby created a pledge of the receipts anticipated in said Project Fund to continue until the payment in full of the principal on the Note.

Section 6. Establishment of Project Fund. The Issuer hereby creates and establishes a Project Fund, into which Project Fund are hereby appropriated the following:

Proceeds of not to exceed \$1,100,000 Water Revenue Capital Loan  
Notes, additional action on the issuance of which previously has  
been taken and approved by the Board of Water Works Trustees on  
March 28, 2023

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Note, from which the Issuer is or may become obligated to pay under contracts for the construction of the Project to the extent that proceeds of the Note are applied to the payment thereof.

Section 7. Application of Project Fund. The proceeds of the sale of the Note shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Note or to pay the principal of the Note when due and for no other purpose.

Disbursements for the payment of Project Costs shall be made by the Secretary upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Note. When the Note is paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 8. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Permitted Investments maturing at such times and in such amounts as will make cash available for the purposes of such Project Fund as needed.

Section 9. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Note or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the funds appropriated and held in trust for the purpose, will be sufficient to pay when due the Note as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of water revenue capital loan notes anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Note and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full faith and diligence and the exercise of its lawful powers.

Section 10. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Note.

Section 11. Additional Notes. The Issuer may issue Additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all notes so issued and interest thereon.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 13. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 14. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 15. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Interim Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Interim Loan and Disbursement Agreement, the terms of the Interim Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 28<sup>th</sup> day of March, 2023.

---

Chairperson of the Board of Water Works  
Trustees

ATTEST:

---

Secretary of the Board of Water Works Trustees

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned Secretary of the Board of Water Works Trustees of the City of Des Moines, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

## TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Secretary of the Board of Water Works Trustees of the City of Des Moines, Iowa, and that as such Secretary I have in my possession or have access to the complete corporate records of the Board Water Works of Trustees and of its officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of a \$1,098,700 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2023, dated April 14, 2023, and that said transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of said Note, and that the Board of Water Works Trustees consists of five (5) Trustees, and that said offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that all meetings of the Board of Trustees at which action was taken in connection with said Note were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Board, all pursuant to the provisions and in accordance with the conditions of the local rules of the Board and Chapter 21, Code of Iowa.

I further certify that no Issuer officer or employee has any interest in the contract for the sale of the Note or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Des Moines, Iowa.

\_\_\_\_\_  
Secretary of the Board of Water Works  
Trustees, City of Des Moines, State of Iowa

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the Issuer, possessed of the offices as designated below, to-wit:

Chairperson

Andrea Boulton

\_\_\_\_\_  
(Original Signature)

Secretary

Ted Corrigan

\_\_\_\_\_  
(Original Signature)

Board Treasurer

Amy Kahler

\_\_\_\_\_  
(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

Subscribed and sworn to before me by Andrea Boulton, Ted Corrigan and Amy Kahler  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for Polk County, Iowa

(NOTARY SEAL)

02170704-1\16548-015

DELIVERY CERTIFICATE

We, the undersigned Chairperson, Secretary of the Board of Water Works Trustees, and Board Treasurer, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Des Moines, Iowa; that in pursuance of the provisions of Section 76.13, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered one fully registered Water Revenue Capital Loan Notes Anticipation Project Note, Series 2023, of the City of Des Moines, Iowa, in the amount of \$1,098,700, dated April 14, 2023, bearing no interest, and maturing three years from the date of issuance.

The Note has been executed with the manual signature of the Chairperson and the manual signature of the Secretary.

The Note has been delivered to:

Iowa Finance Authority of Des Moines, Iowa,

and has been paid for in accordance with the terms of the contract of sale and at a price of par.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned officers to their respective positions, or the validity of the Note, or the power of the Issuer to provide and apply adequate funds, including proceeds of Notes heretofore authorized for the purpose and appropriated to the Project Fund from which the Note is made payable, for the full and prompt payment of the principal and interest of the aforesaid Note, and that no measure or provision for the authorization or issuance either of said Note or any source of moneys appropriated or pledged to the project construction fund from which the Note are made payable has been repealed or rescinded.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the Issuer is as follows:

Total Water Revenue bonded indebtedness,  
including above-mentioned Project Note \$ \_\_\_\_\_

All other indebtedness of any kind, payable  
from Water Revenues \$ \_\_\_\_\_



IN WITNESS WHEREOF, we have hereunto affixed our hands at Des Moines, Iowa, this  
14<sup>th</sup> day of April, 2023.

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Chairperson

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Secretary

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Board Treasurer

## INTERIM LOAN AND DISBURSEMENT AGREEMENT

This Interim Loan and Disbursement Agreement (the "Agreement") is entered into as of April 14, 2023, by and between the City of Des Moines, Iowa, acting through its Board of Water Works Trustees (the "Issuer"), and the Iowa Finance Authority, as lender (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the Issuer an interim amount \$1,098,700, without interest.
2. The Issuer has adopted a resolution (the "Resolution") authorizing and approving this Agreement pursuant to the provisions of Section 76.13 of the Code of Iowa, as amended, and providing for the issuance and securing the payment of this Agreement, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. This Agreement and the interest thereon, if any, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable from (i) proceeds of an authorized loan agreement corresponding to the anticipated issuance of capital loan notes previously authorized by action of the Board of Water Works Trustees or (ii) such other funds as may be lawfully available for such purpose and appropriated by the Issuer.
3. The loan proceeds (the "Loan Proceeds") shall be used for the purposes set forth in the Resolution and shall be made available to the Issuer in the form of one or more periodic disbursements as provided for in this section. Prior to disbursement the Issuer shall provide to the Lender a payment request on a form provided by the Lender and evidence that the costs for which the disbursement is requested have been incurred. Disbursements to the Issuer will be made on or about the second and fourth Tuesday of each month. Submission of the completed information required by this section shall be made by the Issuer not less than eight (8) days prior to the disbursement date. Funds shall be disbursed to the Issuer at the address specified in the disbursement request in the form of a check, wire transfer or automated clearinghouse system transfer, as requested by the Issuer.
4. This Agreement shall be executed and delivered to the Lender in evidence of the Issuer's obligation to repay the amounts payable hereunder. Amounts disbursed hereunder shall not bear interest (0%), and shall be payable as to principal in full on the date and in the total aggregate amount drawn by the Issuer as set forth in the Resolution. This Agreement shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Resolution.
5. The Issuer understands and agrees this Agreement may be terminated at the option of the Lender if the Issuer has not entered into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Drinking Water Facilities Financing Program within three years of the date of this Agreement. If the Issuer enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Drinking Water Facilities Financing Program within three years of the date of this Agreement, the Lender shall permit the Issuer to repay this Agreement in full pursuant to the terms of the Loan and Disbursement Agreement executed between the Issuer and the Lender under the Iowa Drinking Water Facilities Financing Program.

6. This Agreement is executed pursuant to the provisions of Section 76.13 of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statutes. The Issuer and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

7. This Agreement may be amended, supplemented or modified as agreed to in writing by both the Issuer and the Lender.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Agreement, the parties acknowledge and agree that the terms of this Agreement shall take precedence over any such terms of the Resolution.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

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

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Chairperson

ATTEST:

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Secretary

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

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

02170690-1\16548-015

**AGENDA ITEM FORM**

**SUBJECT:** Request Authorization to Re-establish the Date of Public Hearing for 2023 Des Moines Water Main Replacement – Contract 1 as the Date of the April 2023 Board Meeting

**SUMMARY:**

- At the January 2023 Board meeting, staff was authorized to solicit bids for 2023 Des Moines Water Main Replacement – Contract 1 and establish the date of Public Hearing for the March 2023 Board meeting.
- Due to delays in design caused by additional time spent verifying utility information and consideration for modifications to replace lead service lines, staff requests to set a new bid date and re-establish the date of the Public Hearing as the date of the April 2023 Board meeting.
- The work under this Contract will consist of replacement of water main on Southwest 9<sup>th</sup> Street (2,200 feet), Southwest 12<sup>th</sup> Street (300 feet), and 43<sup>rd</sup> Street (900 feet).
- Plans, specifications, and contract documents for the 2023 Des Moines Water Main Replacement – Contract 1 project have been completed and have been available to the bidding community since March 16, 2023.
- The engineer's estimate is \$1,766,000.
- Staff requests the Board of Water Works Trustees re-establish the date of Public Hearing for the April 2023 Board meeting.

**FISCAL IMPACT:**


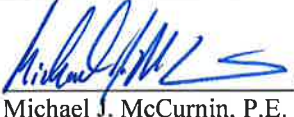
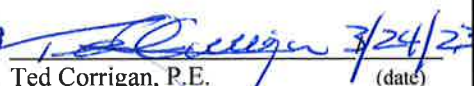
Funds for this project will come from the 2023 Des Moines Water Main Replacement Budget.

**RECOMMENDED ACTION:**

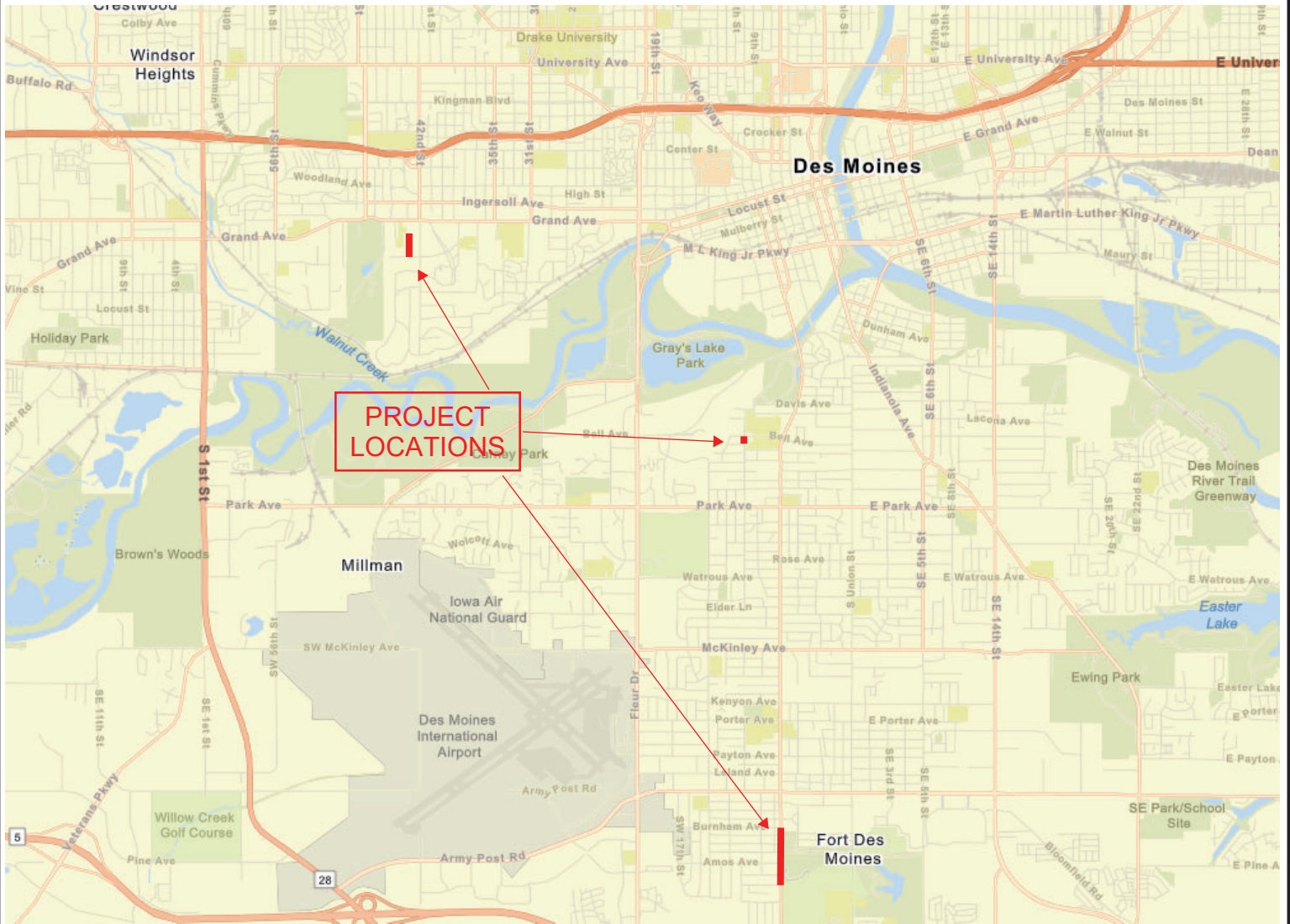
Authorize staff to re-establish the date of Public Hearing for 2023 Des Moines Water Main Replacement - Contract 1 as the date of the April 2023 Board meeting.

**BOARD REQUIRED ACTION:**

Motion to authorize staff to re-establish the date of Public Hearing for 2023 Des Moines Water Main Replacement - Contract 1 as the date of the April 2023 Board meeting.

 Carla J. Schumacher, P.E. (date) 3/21/23 Project Manager	 Michael J. McCurnin, P.E. (date) 3/21/2023 Director of Engineering Services	 Ted Corrigan, P.E. (date) 3/24/23 CEO and General Manager
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Attachments: Site Map



NOT TO SCALE

**AGENDA ITEM FORM**

**SUBJECT: Request Authorization to Re-establish the date of Public Hearing for Maffitt East Feeder Main – Valve Vault as the Date of the April 2023 Board Meeting**

**SUMMARY:**

- In April 2021, West Des Moines Water Works (WDMWW) and Des Moines Water Works (DMWW) signed a memorandum of understanding (MOU) related to infrastructure needed to supply water from the DMWW core network to new data centers planned in West Des Moines.
- This infrastructure included a throttling valve and valve vault along the Maffitt East Feeder Main which was to be designed and constructed by DMWW at WDMWW expense.
- At its January 2023 meeting, the Board of Water Works Trustees authorized staff to solicit bids for the Maffitt East Feeder Main – Valve Vault project. The Public Hearing was established as the date of the March 2023 Board meeting.
- The engineer's cost estimate for the Maffitt East Feeder Main – Valve Vault project was \$850,000. This estimate was larger than the initial estimate of \$600,000 provided in the MOU. Prior to entry into any contract for the Maffitt East Feeder Main – Valve Vault project, WDMWW will need to authorize any additional expenditures.
- Contract documents were structured in a manner for bidders to submit a bid for the entire scope of work under the Base Bid. An Alternate Bid 1 was also provided for reducing the width of the cast-in-place concrete valve vault from 16 feet to 14 feet.
- Three bids were received and opened on March 14, 2023, and are summarized, below:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate Bid 1</u>
WRH, Inc.	\$1,280,000	-\$15,000
Synergy Contracting, LLC	\$1,395,000	-\$1,500
J & K Contracting, LLC	\$1,299,124	\$0

- The lowest bid, in the amount of \$1,280,000 for the Base Bid, was submitted by WRH, Inc., from South Amana, Iowa.
- WRH, Inc., is presently under contract with DMWW for construction of the Fleur Drive Operations Center Stormwater pump station project. Staff is pleased with the quality of work performed by WRH, Inc., on this project.
- Given the difference in the engineer's estimate and the low bid submitted by WRH, Inc., staff is currently in discussions with WDMWW to determine how best to proceed in awarding a contract. To allow sufficient time for these discussions to take place, the public hearing for this contract will need to be deferred.
- Staff recommends the Board re-establish the date of the Public Hearing for the Maffitt East Feeder Main – Valve Vault project as the date of the April 2023 Board meeting.

**FISCAL IMPACT:**


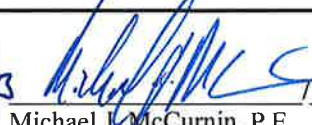

Funds for this project will come from WDMWW via a reimbursement to DMWW at the completion of the project.

**RECOMMENDED ACTION:**

Re-establish the date of the Public Hearing for the Maffitt East Feeder Main – Valve Vault project as the date of the April 2023 Board meeting.

**BOARD REQUIRED ACTION:**

Motion to re-establish the date of the Public Hearing for the Maffitt East Feeder Main – Valve Vault project as the date of the April 2023 Board meeting.

 Vern Rash, P.E., L.S. Project Manager	 Michael J. McCurnin, P.E. Director of Engineering Services	 Ted Corrigan, P.E. CEO and General Manager
03/22/23 (date)	3/23/2023 (date)	3/24/23 (date)

Attachments: None



**AGENDA ITEM FORM**

**SUBJECT: Award 2023-2028 Master Service Agreements for Cathodic Protection Design, Construction Testing/Geotechnical, and Land Acquisition Services**

**SUMMARY:**

- Staff developed a request for qualifications (RFQ) to solicit proposals for master service consultant agreements from 2023-2028 for cathodic protection design, construction testing/geotechnical, and land acquisition services in February 2023. Proposals were received March 9, 2023.
- The responding firms to the RFQ for cathodic protection design were:
  - Corpro
  - HDR
  - IMEG
- The responding firms to the RFQ for construction testing/geotechnical services were:
  - Allender Butzke
  - IMEG
  - Team Services
  - Terracon
- The responding firms to the RFQ for the land acquisition services were:
  - Bolton & Menk
  - HDR
  - IMEG
  - JCG Land Services
  - SEH
  - V&K
- Staff has reviewed the proposals based upon project team, project experience, staff resources and approach, and fees. Staff recommends 5-year Master Services Agreements be executed with Corpro for the cathodic protection design, Allender-Butzke, Team Services, and Terracon for construction testing/geotechnical services, and JCG Land Services for the land acquisition services.

**FISCAL IMPACT:**


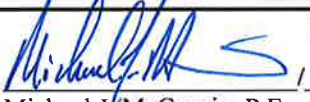

Funds will come from the specific project budgets as these agreements are utilized during the 5-year period.

**RECOMMENDED ACTION:**

Authorize the CEO and General Manager to execute 5-year Master Services Agreements with Corpro for the cathodic protection design, Allender-Butzke, Team Services, and Terracon for construction testing/geotechnical services, and JCG Land Services for the land acquisition services.

**BOARD REQUIRED ACTION:**

Motion to authorize the CEO and General Manager to execute 5-year Master Services Agreements with Corpro for the cathodic protection design, Allender-Butzke, Team Services, and Terracon for construction testing/geotechnical services, and JCG Land Services for the land acquisition services.

 Lindsey Wanderscheid, P.E. (date) <u>3/21/23</u> Engineering Supervisor	 Michael J. McCurnin, P.E. (date) <u>3/21/23</u> Director of Engineering Services	 Ted Corrigan, P.E. (date) <u>3/24/23</u> CEO and General Manager
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Attachments: None





DES MOINES WATER WORKS  
Board of Water Works Trustees

Agenda Item No. III-E  
Meeting Date: March 28, 2023  
Chairperson's Signature ☒ Yes ☐ No

**AGENDA ITEM FORM**

**SUBJECT:** License Agreement for the Right to Farm Land at Maffitt Reservoir

**SUMMARY:**

Des Moines Water Works (DMWW) owns approximately 1,500 acres of property adjacent to and north of Maffitt Reservoir. A majority of this property is park land which serves as watershed protection for Maffitt Reservoir. The L.D. McMullen Water Treatment Plant and related facilities occupy another significant portion of the property. Initially, over 160 acres were designated as tillable farm ground and have been utilized as such. Over the years staff has removed 70 acres of cropland which includes 10 acres being taken out of production in 2023, to limit agricultural run-off into the Maffitt Reservoir and display land management practices due to susceptibility to flooding. Ninety acres remain in production for row crop production as well as cover crop integration.

Historically, DMWW has leased the tillable acres through a public bidding process. In 2010 and 2016, the License Agreement For the Right to Farm Des Moines Water Works Agricultural Land was awarded to Vernon and Kelly Flinn. The Flinns have followed conservation practices including cover crop integration and prairie strips since 2013. The annual cash rental rate is \$261 per acre minus the cost of cover crops. Average cash rental rates for crop production in Dallas County are \$271 per acre and average rental rates for the state of Iowa are \$256 per acre.

Staff believes that since the Flinns are excellent stewards of the land and stay competitive with their cash rental rates it's in the utility's best interest to continue a one-year agreement for the 2023 crop season. The rental rates will be re-evaluated later this year and rebid.

***Agreement and Payment***

Attached is the Limited and Non-Exclusive License Agreement for the Right to Farm Des Moines Water Works Agricultural Land and Exhibit A-Agricultural Land map. The Licensee agrees to pay \$261 per acre, equal to an annual cash rent of \$23,490 minus the cost of implementing conservation practices including cover crops, fifty percent of which is payable on or before May 1, 2023, and the balance less the cost of agreed upon conservation practices is due on or before December 15, 2023.

**FISCAL IMPACT:**




The annual cash rent payment of \$23,490.00, minus the cost of implementing conservation practices including cover crops, will be applied to General Grounds Administration.

**RECOMMENDED ACTION:**

Authorize the Chairperson to execute the Limited and Non-Exclusive License Agreement for the Right to Farm Des Moines Water Works Agricultural Land for 2023 crop year.

**BOARD REQUIRED ACTION:**

Motion to authorize the Chairperson to execute the Limited and Non-Exclusive License Agreement for the Right to Farm Des Moines Water Works Agricultural Land for 2023 crop year.

 Jessica Barnett Supervisor of Property Management (date) 3-13-23	 Kyle Danley, P.E. Chief Operating Officer (date) 3-23-23	 Ted Corrigan, P.E. CEO and General Manager (date) 3/24/23
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Attachments: License Agreement, Exhibit A-Agricultural Land map

LIMITED AND NON-EXCLUSIVE LICENSE AGREEMENT  
FOR THE RIGHT TO FARM  
DES MOINES WATER WORKS AGRICULTURAL LAND  
("License" or "Agreement")

PARTIES: The parties of this Agreement are the Board of Water Works Trustees of the City of Des Moines, Iowa (herein "DMWW"), and \_\_\_\_\_[NAME OF LICENSEE] (herein "Licensee").

RECITALS: DMWW manages and controls real estate including the Agricultural Land (as that term is defined herein). The Agricultural Land, together with other real estate so managed and controlled by DMWW, is used for Water Works purposes. DMWW has determined that the Agricultural Land may be used for certain farming purposes. DMWW has agreed to permit Licensee to use the Agricultural Land for crop farming purposes, all upon the terms and conditions hereinafter set forth.

TERMS: 1. DMWW grants to Licensee the limited and non-exclusive permission to come upon the Agricultural Land, consisting of the farm lands north of the dam of the Dale L. Maffitt Reservoir, as shown on Exhibit "A" (herein "Agricultural Land") hereto attached, for the purpose of preparing the ground, planting of such crops as may from time to time be agreed upon by the parties, cultivating and caring for such crops, and harvesting them in proper season, for the crop year 2023. Such license and permission shall terminate upon completion of harvesting of the year 2023 crop, and in no event later than March 1, 2024.

2. Licensee agrees to pay to DMWW, at its offices located at 2201 George Flagg Parkway, Des Moines, Polk County, Iowa, annual cash rent in the amount of \$261.00 per acre on 90 acres equal to a cash rent of \$23,490 for the 2023 crop year, forty percent of the yearly rent payable on or before May 1, 2023, and the balance payable on or before December 15, 2023. A

reduction in the per acre price will be allowed to cover substantiated out-of-pocket costs associated with growing cover crops used in the conservation practices required in the lease terms as stated in section five.

3. Licensee shall comply, and shall assure that all suppliers, vendors, contractors, and employees comply, with all applicable laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, Licensee shall comply with applicable safety, and health regulations and rules. Licensee will furnish DMWW'S representative with evidence of their compliance with the foregoing upon request.

4. Licensee covenants to farm the Agricultural Land in a good and husbandlike manner, and consistent therewith, to get the best crop production that the nature of the soil and the season permit, always, however, in such a manner as to not interfere with the use of the Agricultural Land for Water Works purposes, as determined by DMWW in its sole discretion, and as DMWW shall from time to time through its agents and officers direct. A crop rotation plan, subject to review and approval of DMWW, shall be followed. Licensee hereby acknowledges that it is taking the Agricultural Property in its current as-is condition, without any representation or warranty with regards to the same, and hereby further agrees to maintain the same in a safe, serviceable, clean and presentable condition.

5. Conservation practices, including cover crops, are required of Licensee, and Licensee implement the same to reduce agriculture runoff. Cover crops shall be seeded and established in early fall to provide winter protection and reduce soil erosion. Licensee will establish cover crops of appropriate species specifically for the crops grown in the designated fields. Tenant shall provide a list of cover crops species, method of seeding, and a substantiation of out-of-pocket costs to DMWW to approve in writing before planting each year. Crop residue

shall remain in place after harvest. No fall tillage shall occur on farm fields. Licensee will practice contour farming when applicable.

6. No fertilizer, limes, or chemicals shall be distributed or applied to such land by Licensee, unless authorized and approved in writing by DMWW. Licensee will give DMWW a list of chemicals to be used, application method, timing of the application, and their application rate per acre, reasonably in advance of any application, which again are subject to DMWW approval, in its sole discretion. Licensee hereby agrees to avoid any drifting of any chemical applications that may harm nearby vegetation, and agrees to be liable and responsible for any damage that occurs related to the same. DMWW shall retain the right to access, use, and conduct activities on the Agricultural Land without notice or the consent of Licensee.

7. The entire cost of the farming operation shall be borne by Licensee.

8. Licensee covenants that he/she/it now has, or has access to, adequate machinery and equipment to farm the premises as herein required.

9. The land may not be used for cattle grazing or any other livestock operation.

10. Licensee agrees to indemnify and save harmless DMWW, its board members, its officers, agents, attorneys and employees (collectively "Indemnities") from any and all loss, claims and demands whatsoever that may be made or asserted against the Indemnities arising out of or in any way connected with the granting of this License or the exercise of rights under this License. Without limiting the generality of the foregoing, Licensee shall indemnify the Indemnities against all liability or loss to DMWW property and against all claims asserted in tort or in contract or under workers compensation laws or otherwise.

**LICENSEE HEREBY AGREES TO BE FULLY RESPONSIBLE FOR THE SAFETY AND SECURITY OF ALL AGENTS, EMPLOYEES OR INVITEES OF LICENSEE AND ANY AND ALL PROPERTY OF LICENSEE. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LICENSEE HEREBY RELEASES DMWW FROM**

**ANY AND ALL LIABILITY, RESPONSIBILITY, AND DAMAGE TO LICENSEE (OR ANY OF ITS AGENTS, EMPLOYEES OR INVITEES) OR LICENSEE'S PROPERTY.**

11. Under no circumstances shall this Agreement be construed as one of agency, sponsorship, joint venture, or employment between DMWW and Licensee. None of the personnel under contract to or employed by Licensee shall be deemed to be employed by, or in any way to have any contractual relationship with DMWW whatsoever.

12. Licensee shall have and maintain broad form liability insurance coverage, including motor vehicle coverage, with limits of not less than \$1,000,000 per person and \$2,000,000 per occurrence in which DMWW is named as additional insured with such insurance insuring against all personal injury and property damage claims to and against DMWW. Licensee shall hold DMWW harmless and waive all rights of subrogation against DMWW for damage to Licensee's property. All insurance policies required under this contract or providing coverage for indemnity under this contract shall include a waiver of subrogation in favor of DMWW. DMWW shall receive notice of any cancellation or material change in coverage at least 30 days prior to such cancellation or change shall become effective. Licensee shall provide certificates of insurance written by companies which hold an AM Best A-VII rating or higher and are licensed to do business in the state of Iowa. Each certificate of insurance shall state that thirty (30) days written notice will be given to the Licensor before the policy is cancelled or changed. Additionally, Licensee shall provide any additional insurance coverages (in reasonable amounts) as reasonably requested by Licensor.

13. DMWW shall have and retain a lien against the crop, equipment, machinery and other personal property kept or used upon the premises, as security for the payment of rent as herein required.

14. The license and permission herein granted may be terminated in the same manner as if this were an agricultural lease within the meaning of that term as used in the Code of Iowa. In addition, it may be terminated by DMWW upon Licensee's failure to comply with the covenants herein assumed by Licensee and may likewise be so terminated by DMWW should DMWW, in its judgment reasonably arrived at, determine that the continued use of the Agricultural Land for farming purposes is inconsistent with Water Works purposes, needs or desires. In that event only, DMWW shall reimburse Licensee for costs of such seed, labor, fertilizer and machinery use that might have been expended for planting of crop, which could not then be harvested.

15. In the event of major flooding of the portion of the Agricultural Land in Exhibit "A" due only to the overflow of the Raccoon River, and the flooded land is deemed unfarmable for the balance of the crop year by DMWW, the cash rent provided in Section 2 shall be reduced. Such reduction will be determined by multiplying the number of unfarmable acres by the amount bid per acre, as determined by DMWW in its reasonable discretion.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES. Each of the following shall constitute an event of default by Licensee: (1) failure to pay rent/fees when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Licensee pursuant to the terms of this License; (3) abandonment of the Agricultural Property; or (4) bankruptcy of Licensee. Licensors shall give Licensee a written notice specifying the default and giving the Licensee thirty (30) days in which to correct the default ("Notice of Default").

In the event Licensee has not remedied a default in a timely manner following a Notice of Default, Licensors may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Licensors may declare this License to be terminated and

shall give Licensee a written notice of such termination. In the event of termination of this License, Licensors shall be entitled to prove a claim for and obtain judgment against Licensee for the balance of the fees agreed to be paid for the term herein provided, plus all expenses of Licensors in regaining possession of the Agricultural Property, including attorney's fees and court costs; (2) Forfeiture. If a default is not remedied in a timely manner, Licensors may then declare this License to be forfeited and shall give Licensee a written notice of such forfeiture, and may, at the time, give Licensee the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. Assignment and Subletting. Licensee shall not assign this License without permission from DMWW.

18. Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this License, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this License, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

19. Entire Agreement. This License supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

20. Notices. All notices or other documents under this License shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses, or by any electronic means, including email.

21. Governing Law. This License shall be construed in accordance with and governed by the laws of the State of Iowa.

22. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall construe one and the same instrument.

**IN WITNESS WHEREOF** the undersigned parties have executed this License on the date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

LICENSEE  
[Name of Licensee]

By: \_\_\_\_\_  
**Andrea Boulton, Board Chairperson**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Ted Corrigan, P. E.**  
**CEO and General Manager**

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_



11/12/2023



GROUND TO BE FARMED  
APPROX. 90 ACRES

AERIAL PHOTOS TAKEN IN 2007

NOT TO SCALE

Computer Aided Design & Drafting

DRAWN BY: JLA	NO.	DATE	REVISIONS
	1	3/13/2023	SUBTRACT 10 ACRES FROM ADAMS ST AT 105TH ST JLA
DESIGNED BY: RKM			
CHECKED BY:			
APPROVED BY:			

**Des Moines**  
**Water Works**  
Water You Can Trust for Life  
ENGINEERING DEPARTMENT  
Des Moines, Iowa

DES MOINES WATER WORKS  
AGRICULTURAL LAND

EXHIBIT A

PROJECT NUMBER:

FILE NUMBER:
14000
SHEET
1
OF 1
PREPARED BY: JLA
CONSTRUCTED BY:
AS BUILT

U:\14-00000\14-00000-0001 - Maffitt Lake\DWG\14-00000-0001-0001.dwg

## **AGENDA ITEM FORM**

**SUBJECT:** License Agreement for the Right to Harvest Grass Hay at Maffitt Reservoir

**SUMMARY:**

Des Moines Water Works (DMWW) manages and controls real estate including grassland surrounding Maffitt Reservoir. In 2013 and 2016 Des Moines Water Works publicly bid 40 acres of grassland for the use of harvesting hay south of the Maffitt Reservoir. Vernon and Kelly Flinn have leased the hay ground since 2013. The established terms of the agreement state that harvesting would be limited to two cuttings per year at a rate of \$147 per acre. The number of acres has increased for 2023 with the addition of 10 acres on the east side of Maffitt Reservoir that was formally in row crop operation. Staff removed the 10 acres out of row crop production due to the field's proximity to the reservoir to limit the risk of agricultural runoff into the water source.

Staff recommends a one-year term for the 50 acres of hay ground. The Flinns have demonstrated exceptional cooperation as tenants over the years and agreed to continue with an annual rental rate of \$147 per acre for the 2023 crop season. Average rental rates for hay ground in Dallas County are \$128 per acre and average rental rates for the state of Iowa are \$152 per acre. The rental rates will be reevaluated later this year and rebid.

***Agreement and Payment***

Attached is the Limited and Non-Exclusive License Agreement For the Right to Farm Des Moines Water Works Agricultural Land and Exhibit A-Maffitt Hay Ground map. The Licensee agrees to pay \$147 per acre, equal to an annual cash rent of \$7,350, fifty percent of which is payable on or before May 1, 2023, and the balance of \$3,675 is payable on or before August 1, 2023.

**FISCAL IMPACT:**




The annual cash rent payment of \$7,350 will be applied to General Grounds Administration.

**RECOMMENDED ACTION:**

Authorize the Chairperson to execute the Limited and Non-Exclusive License Agreement For the Right to Farm Des Moines Water Works Agricultural Land.

**BOARD REQUIRED ACTION:**

Motion to authorize the Chairperson to execute the Limited and Non-Exclusive License Agreement For the Right to Farm Des Moines Water Works Agricultural Land.

 Jessica Barnett Supervisor of Property Management (date) <u>13-23-23</u>	 Kyle Danley, P.E. Chief Operating Officer (date) <u>13-23-23</u>	 Ted Corrigan, P.E. CEO and General Manager (date) <u>3/24/23</u>
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Attachments: License Agreement, Exhibit A-Maffitt Hay Ground map

LIMITED AND NON-EXCLUSIVE LICENSE AGREEMENT  
FOR THE RIGHT TO FARM  
DES MOINES WATER WORKS AGRICULTURAL LAND  
("License" or "Agreement")

PARTIES: The parties of this Agreement are the Board of Water Works Trustees of the City of Des Moines, Iowa (herein "DMWW"), and \_\_\_\_\_[NAME OF LICENSEE] (herein "Licensee").

RECITALS: DMWW manages and controls real estate including grassland surrounding Maffitt Reservoir. The grassland, together with other real estate so managed and controlled by DMWW, is used for Water Works purposes. DMWW has determined that the grassland may be used for purposes of harvesting grass by a twice-yearly cutting. DMWW has agreed to permit Licensee to use the grassland for the harvesting of grass hay, all upon the terms and conditions hereinafter set forth.

TERMS: 1. DMWW grants to Licensee the limited and non-exclusive permission to come upon the land, consisting of the grassland south of the dam of the Dale L. Maffitt Reservoir, as shown on Exhibit "A" (herein "Maffitt Hay Ground") hereto attached, for the purpose of harvesting grass hay as agreed upon by the parties, and harvesting it twice each year in proper season, for the crop year of 2023. Such license and permission shall terminate upon completion of harvesting of the year 2023 hay, and in no event later than December 31, 2023, without notice.

2. Licensee agrees to pay to DMWW, at its offices located at 2201 George Flagg Parkway, Des Moines, Polk County, Iowa, annual cash rent for \$147.00 per acre for 50 acres equal to an annual cash rent of \$7,350, payable one-half on May 1, 2023 and one-half on August 1, 2023 and like amounts on or before the same dates in each subsequent crop year while this agreement remains in effect. Grass hay harvesting will be limited to a twice yearly cutting, and no cutting shall occur at any time when an installment of the fee is due, but not yet paid.

3. Licensee shall comply, and shall assure that all suppliers, vendors, contractors, and employees comply, with all applicable laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, Licensee shall comply with applicable safety, and health regulations and rules. Licensee will furnish DMWW'S representative with evidence of their compliance with the foregoing upon request.

4. Licensee covenants to harvest the hay in a good and proper manner, always, however, in such a manner as to not interfere with the use of the Maffitt Hay Ground for Water Works purposes, as determined by DMWW in its sole discretion, and as DMWW shall from time to time through its agents and officers direct. Licensee hereby acknowledges that it is taking the Maffitt Hay Ground in its current as-is condition, without any representation or warranty with regards to the same, and hereby further agrees to maintain the same in a safe, serviceable, clean and presentable condition.

5. No seeding, cultivation, or application of fertilizer, limes, or chemicals shall be conducted, or applied to, such land by Licensee, unless authorized and approved in writing by DMWW. DMWW will allow Licensee to seed 10 acres of hay ground designated in Exhibit A. Licensee will give DMWW a list of chemicals to be used, application method, timing of the application, and their application rate per acre, reasonably in advance of any application, which again are subject to DMWW approval, in its sole discretion. Licensee hereby agrees to avoid any drifting of any chemical applications that may harm nearby vegetation, and agrees to be liable and responsible for any damage that occurs related to the same. DMWW shall retain the right to access, use, and conduct activities on the Maffitt Hay Ground at its own expense without notice or the consent of Licensee.

6. The entire cost of the harvesting operation shall be borne by Licensee.

7. Licensee covenants that he/she/it now has, or has access to, adequate machinery and equipment to harvest grass hay as herein required.

8. The land may not be used for cattle grazing or any other livestock operation.



9. Licensee agrees to indemnify and save harmless DMWW, its board members, its officers, agents, attorneys and employees (collectively "Indemnities") from any and all loss, claims and demands whatsoever that may be made or asserted against the Indemnities arising out of or in any way connected with the granting of this License or the exercise of rights under this License. Without limiting the generality of the foregoing, Licensee shall indemnify the Indemnities against all liability or loss to DMWW property and against all claims asserted in tort or in contract or under workers compensation laws or otherwise.

**LICENSEE HEREBY AGREES TO BE FULLY RESPONSIBLE FOR THE SAFETY AND SECURITY OF ALL AGENTS, EMPLOYEES OR INVITEES OF LICENSEE AND ANY AND ALL PROPERTY OF LICENSEE. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LICENSEE HEREBY RELEASES DMWW FROM ANY AND ALL LIABILITY, RESPONSIBILITY, AND DAMAGE TO LICENSEE (OR ANY OF ITS AGENTS, EMPLOYEES OR INVITEES) OR LICENSEE'S PROPERTY.**

10. Under no circumstances shall this Agreement be construed as one of agency, sponsorship, joint venture, or employment between DMWW and Licensee. None of the personnel under contract to or employed by Licensee shall be deemed to be employed by, or in any way to have any contractual relationship with DMWW whatsoever.

11. Licensee shall have and maintain broad form liability insurance coverage, including motor vehicle coverage, with limits of not less than \$1,000,000 per person and \$2,000,000 per occurrence in which DMWW is named as additional insured with such insurance insuring against all personal injury and property damage claims to and against DMWW. Licensee shall hold DMWW harmless and waive all rights of subrogation against DMWW for damage to Licensee's property. All insurance policies required under this contract or providing coverage for indemnity under this contract shall include a waiver of subrogation in favor of DMWW. DMWW shall receive notice of any cancellation or material change in coverage at least 30 days prior to such cancellation or change shall become effective. Licensee shall provide certificates of insurance written by

companies which hold an AM Best A-VII rating or higher and are licensed to do business in the state of Iowa. Each certificate of insurance shall state that thirty (30) days written notice will be given to the Licensors before the policy is cancelled or changed. Additionally, Licensee shall provide any additional insurance coverages (in reasonable amounts) as reasonably requested by Licensors.

12. DMWW shall have and retain a lien against the crop, equipment, machinery and other personal property kept or used upon the premises, as security for the payment of rent as herein required.

13. The license and permission herein granted may be terminated in the same manner as if this were an agricultural lease within the meaning of that term as used in the Code of Iowa. In addition, it may be terminated by DMWW upon Licensee's failure to comply with the covenants herein assumed by Licensee and may likewise be so terminated by DMWW should DMWW, in its judgment reasonably arrived at, determine that the continued use of the property for grass hay harvesting purposes is inconsistent with Water Works purposes, needs or desires.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES. Each of the following shall constitute an event of default by Licensee: (1) failure to pay rent/fees when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Licensee pursuant to the terms of this License; (3) abandonment of the Maffitt Hay Ground; or (4) bankruptcy of Licensee. Licensors shall give Licensee a written notice specifying the default and giving the Licensee thirty (30) days in which to correct the default ("Notice of Default").

In the event Licensee has not remedied a default in a timely manner following a Notice of Default, Licensors may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Licensors may declare this License to be terminated and shall give Licensee a written notice of such termination. In the event of termination of this License, Licensors shall be entitled to prove a claim for and obtain judgment against Licensee for the balance of the fees agreed

to be paid for the term herein provided, plus all expenses of Licensor in regaining possession of the Maffitt Hay Ground, including attorney's fees and court costs; (2) Forfeiture. If a default is not remedied in a timely manner, Licensor may then declare this License to be forfeited and shall give Licensee a written notice of such forfeiture, and may, at the time, give Licensee the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. Assignment and Subletting. Licensee shall not assign this License without permission from DMWW.

16. Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this License, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this License, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

17. Entire Agreement. This License supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

18. Notices. All notices or other documents under this License shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses, or by any electronic means, including email.

19. Governing Law. This License shall be construed in accordance with and governed by the laws of the State of Iowa.

20. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall construe one and the same instrument.

**IN WITNESS WHEREOF** the undersigned parties have executed this License on the date specified above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

LICENSEE  
[Name of Licensee]

By: \_\_\_\_\_  
**Andrea Boulton, Board Chairperson**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Ted Corrigan, P. E.**  
**CEO and General Manager**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_



3/15/2023

C:\Users\pawpaw\OneDrive\Documents\Projects\Hay Ground\Hay Ground.dgn



 HAY GROUND  
APPROX. 50 ACRES



NOT TO SCALE

DRAWN BY:	NO.	DATE	REVISIONS
DESIGNED BY:	1	3/15/2023	ADD 10 ACRES - J.A.
CHECKED BY:			
APPROVED BY:			
BID DATE:			

**Des Moines**  
**Water Works**  
Water You Can Trust for Life  
ENGINEERING DEPARTMENT  
Des Moines, Iowa

MAFFITT HAY GROUND

PROJECT NUMBER:

FILE NUMBER
SHEET <b>1</b>
REVISIONS CONSTRUCTION AS BUILT



DES MOINES WATER WORKS  
Board of Water Works Trustees

Agenda Item No. III-G  
Meeting Date: March 28, 2023  
Chairperson's Signature ☒ Yes ☐ No

AGENDA ITEM FORM

**SUBJECT:** Raccoon Valley Little League, Inc., Agreement for the Use of Water Works Property

**SUMMARY:**

Des Moines Water Works (DMWW) entered into an agreement with Raccoon Valley Little League, Inc., in 1992 for the use of certain sections of DMWW property. Raccoon Valley Little League, Inc., provides baseball amenities to Des Moines youth. The baseball complex is located south of the Raccoon River and north of Park Avenue, at the western edge of Water Works Park. The total area leased by Raccoon Valley Little League, Inc., is 29.5 acres.

DMWW provides for use of its property by two youth sports organizations including Des Moines Soccer Club and Raccoon Valley Little League, Inc. Each of these agreements currently has the same term and the same rate of \$70 per acre.

The attached agreement is a three-year agreement with Raccoon Valley Little League, Inc., through December 31, 2025. The rate for this agreement will remain the same at \$70 per acre per year.

**FISCAL IMPACT:**




The annual cash rent payment of \$2,065 will be applied to General Grounds Administration.

**RECOMMENDED ACTION:**

Authorize the Chairperson to execute the Raccoon Valley Little League, Inc. Agreement for Use of Water Works Property for a three-year term to expire on December 31, 2025.

**BOARD REQUIRED ACTION:**

Motion to authorize the Chairperson to execute the Raccoon Valley Little League, Inc. Agreement for Use of Water Works Property for a three-year term to expire on December 31, 2025.

 Jessica Barnett Supervisor of Property Management (date) 3/23/23	 Kyle Danley, P.E. Chief Operating Officer (date) 3/22/23	 Ted Corrigan, P.E. CEO and General Manager (date) 3/24/23
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Attachments: Raccoon Valley Little League, Inc., Agreement, Exhibit A-map

**RACCOON VALLEY LITTLE LEAGUE, INC.**  
**AGREEMENT FOR THE USE OF WATER WORKS PROPERTY**  
**("Agreement")**

**PARTIES:**

The parties of this agreement are the Board of Water Works Trustees of the City of Des Moines, Iowa ("DMWW") as owner, and Raccoon Valley Little League, Inc. ("RACCOON VALLEY") as user.

**RECITALS:**

- A. DMWW manages and controls the Water Works system of the City of Des Moines. It has authority under 388.4, 384.81(1), and 364.7, Code of Iowa (1991) to enter into agreements with respect of its property.
- B. DMWW's property includes 29.5 acres depicted on Exhibit "A" (the "Real Estate").
- C. DMWW and Raccoon Valley have previously entered into various "Agreements for Use" and related extensions which provided for Raccoon Valley's use of the Real Estate from 1992 through December 31, 2022.
- D. Raccoon Valley desires to continue using the Real Estate for a new term of three (3) years commencing January 1, 2023 for little league baseball activities. The DMWW board has determined that such use is compatible with the use of the Real Estate for DMWW's purposes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DMWW and RACCOON VALLEY agree that RACCOON VALLEY be licensed to use the Real Estate under the following terms and conditions:

- 1. **TERM.** The term of this Agreement for Use shall be three (3) years commencing on the first day of January, 2023 ("Term").
- 2. **RENT:** RACCOON VALLEY shall pay the DMWW, without deduction or set-off, at the DMWW's Office at 2201 George Flagg Parkway, Des Moines, Iowa, or such other place as the DMWW may designate in writing, an annual rental of \$70.00 per acre for each of the twenty nine and one half (29.5) acres included in the Real Estate, or \$2,065.00, per annum, payable in advance on April 1, 2023, and April 1 of each succeeding year. The sign rights granted in Section 14 shall be additional consideration to DMWW for this Agreement.
- 3. **IMPROVEMENTS.** All improvements to the Real Estate shall be accomplished at the sole cost, risk and expense of RACCOON VALLEY. All improvements shall be subject to advance review and approval of any plans, specifications, configurations, and timeframes by the DMWW, which such approval shall not be unreasonably withheld. Risk of loss of all improvements shall remain with RACCOON VALLEY

which shall insure such improvements against loss to the extent it deems proper. Neither RACCOON VALLEY nor its insurer shall have any right to claim against DMWW for any loss to such improvements by way of subrogation or otherwise.

- 4. ACCEPTANCE OF THE REAL ESTATE AND USE.** RACCOON VALLEY's possession of the Real Estate upon the commencement of the Term shall be conclusive evidence that RACCOON VALLEY thereby accepts the Real Estate in its then present condition. RACCOON VALLEY acknowledges that RACCOON VALLEY shall inspect the Real Estate on or shortly before the commencement of the Term and its possession of the Real Estate thereafter shall be conclusive evidence that it is fully satisfied with the then physical condition thereof and thus agrees to accept the same in its present "AS IS" condition as of the commencement date. The parties acknowledge and agree that neither DMWW nor any representative of DMWW has made any warranties or representations upon which RACCOON VALLEY relies with respect to the physical condition of the Real Estate.

The Real Estate shall be used by RACCOON VALLEY for its purposes for youth little league activities only. RACCOON VALLEY agrees to restrict the use of the Real Estate to such purpose, and not to use, or permit the use of, the Real Estate for any other purpose without first obtaining the written consent of DMWW. RACCOON VALLEY accepts the Real Estate subject to such conditions, restrictions, and limitations, if any, that presently appear of record in regard to the Real Estate.

- 5. PERMITS FOR USE.** Any permits required for the improvements shall be acquired at the sole cost, risk and expenses of RACCOON VALLEY. Subject to the terms of this agreement, DMWW will reasonably cooperate in obtaining such permits.
- 6. FLOODPLAIN.** RACCOON VALLEY understands that the Real Estate is located within the floodplain of the Raccoon River. RACCOON VALLEY assumes the risk of damage to the Real Estate and such improvements as it may construct on it due to flooding.
- 7. TAXES.** The Real Estate is not now subject to taxation. Should Polk County Treasurer claim it has become taxable because of this Agreement, and then RACCOON VALLEY shall pay, as additional rent, but directly to the taxing authorities, any and all taxes that may be assessed against Real Estate. RACCOON VALLEY may contest the amount and validity of any such tax, but only at its own cost, risk, and expense.
- 8. TERMINATION.** Should the DMWW determine in good faith that it needs the Real Estate for other DMWW purposes, and then it may terminate this Agreement by giving 30 days notice of its intent to do so to RACCOON VALLEY. Upon termination under the foregoing sentence DMWW shall reimburse RACCOON VALLEY for the unamortized cost of any permanent improvements (but not maintenance expenses) incurred by RACCOON VALLEY. "Unamortized cost" shall be determined in accordance with generally accepted accounting principles. DMWW may also terminate this Agreement if RACCOON VALLEY fails to pay rent or is otherwise in material breach of this Agreement, and fails to correct such failure or breach within 30 days of notice.

- 9. MAINTENANCE.** RACCOON VALLEY shall, throughout the term of this Agreement, keep and maintain the Real Estate and any improvements thereof in a clean, safe and presentable condition, including mowing and grass maintenance, tree debris removal, fence line maintenance, and other repair and replacement as deemed reasonably necessary by DMWW in its reasonable discretion. Notwithstanding any other provision contained herein, DMWW shall not be responsible or liable for any repair or replacement obligations for damage or disrepair to the Real Estate, improvements or equipment, including but not limited to, any fencing and bleachers, and the parties hereby acknowledge and agree that RACCOON VALLEY shall be liable and responsible for any damage, death or injury related to its use of the Real Estate and any improvements.

**10. RACCOON VALLEY'S OBLIGATIONS.**

**10.01 Rules and Regulations.** RACCOON VALLEY, and its members, managers, employees, officers, and agents shall comply with any and all rules and regulations now or hereinafter established by the DMWW with respect to the Real Estate, and RACCOON VALLEY shall use best faith efforts to enforce said rules and regulations (hereinafter, as the same may be amended from time to time as provided for herein, the "Rules and Regulations") related to attendees, invitees, guests and participants of events. DMWW acknowledges and agrees that RACCOON VALLEY will not be in breach of this Agreement should attendees, invitees, guests or participants of events violate the Rules and Regulations so long as RACCOON VALLEY engaged in best faith efforts to enforce the Rules and Regulations. DMWW hereby reserves the right to reasonably modify the Rules and Regulations from time to time, upon 30 days advance notice to RACCOON VALLEY.

**10.02 Supervision.** RACCOON VALLEY shall have the sole responsibility of managing and supervising the events to be conducted on the Real Estate. Except as otherwise set forth in this Agreement, RACCOON VALLEY shall have the sole responsibility for the safety of all event participants, spectators, invitees and players.

**10.03 Vendors.** RACCOON VALLEY shall not permit or allow any unaffiliated vendors, sales or solicitations at the Real Estate during any event without the prior written approval of DMWW, which approval may be withheld by DMWW in its sole discretion.

**10.04 Equipment.** RACCOON VALLEY shall be responsible for furnishing and providing equipment for events at the Real Estate, provided that after each event, RACCOON VALLEY shall leave the Real Estate in the same condition as it was at the beginning of such event, ordinary wear and tear excepted, and shall remove from the Real Estate, all equipment and other property of any players, coaches or other participants in any event held by RACCOON VALLEY at or near the Real Estate. After each event, RACCOON VALLEY shall ensure all trash and debris is properly discarded. If RACCOON VALLEY fails to remove any equipment or other property after any such event, DMWW shall have the right to remove such equipment or property and dispose of such property in its sole discretion.

**10.05 Non-Discrimination.** RACCOON VALLEY shall not discriminate on the account of race, sex, religion, color, national origin, ancestry or age, in the employment or use of the facilities or participants associated with its events and shall comply with all requirements of the Americans with Disabilities Act.

**10.06 Laws.** RACCOON VALLEY shall comply with all applicable local, state and federal laws and regulations in connection with its use of the Real Estate.

**10.07 Damage.** RACCOON VALLEY shall be responsible for any damage to the Real Estate (including but not limited to the surface area) caused by RACCOON VALLEY or any member, employee, invitee, guest or participant at any event conducted by RACCOON VALLEY at the Real Estate.

**11. INDEMNITY/LIABILITY INSURANCE.** RACCOON VALLEY shall indemnify, defend and hold harmless the DMWW against and from any and all (a) liabilities, suits, claims, demands, losses, judgments, damages, and actions and costs and reasonable expense (including attorney fees) of any kind or nature or by anyone whomsoever, due to or arising out of any default in observing, violating, or nonperformance of any term, covenant or condition of this Agreement on the part of RACCOON VALLEY; (b) any damage to person or property occasioned by any act or omission that RACCOON VALLEY may permit or suffer; (c) any accident, injury, damage, or death to persons or property, anytime occurring in or about the Real Estate; (d) the negligence or misconduct of RACCOON VALLEY, its parents, subsidiaries or affiliates or any of the foregoing entities' members, managers, employees, officers, agents or contractors; or (e) breach or allegation which, if true, would constitute a breach of any representations, warranties or covenants made by RACCOON VALLEY hereunder.

RACCOON VALLEY shall keep and maintain, at its sole cost and expense, for the mutual benefit of DMWW and RACCOON VALLEY, policies of commercial general liability insurance, including property damage, insuring the DMWW and RACCOON VALLEY against liability for injury to persons or property occurring in or about the Real Estate or arising out of the DMWWship, maintenance, use or occupancy thereof, to the limit of not less than \$1,000,000 for any one accident or occurrence, and so-called "umbrella" or "excess" coverage, therefore with a limit of at least \$1,000,000. RACCOON VALLEY shall add Hired and Non-Owned Auto Liability to their General Liability policy and DMWW shall be included as an additional insured on a primary basis. Certificates of said policies, together with proof of payment of the premium therefore, shall be furnished to the DMWW prior to the commencement of this Agreement. Copies of renewals or substitutions for such policies shall likewise be furnished to the DMWW. Thirty days notice to DMWW of cancellation or material change in coverage shall be required. Further, RACCOON VALLEY shall keep and maintain any additional insurance coverages that DMWW requires in its reasonable discretion.

**12. DEFAULT BY RACCOON VALLEY.** The following provisions shall govern default by the RACCOON VALLEY:

**12.01** RACCOON VALLEY will be in default under this Agreement upon the occurrence of any one or more of the following events:

12.01.01 Failure of RACCOON VALLEY to make any rent payments or pay any other monetary obligation when due and, which failure shall continue for a period of five (5) days after written notice thereof to RACCOON VALLEY.



12.01.02 Failure of RACCOON VALLEY to fully perform or observe any of RACCOON VALLEY's non-monetary covenants or obligations under the Agreement, which failure shall continue for a period of thirty (30) days after written notice thereof to RACCOON VALLEY (unless such default by its nature cannot be cured within thirty (30) days then RACCOON VALLEY shall not be in default if it promptly begins a cure after notification of such default and diligently prosecutes such cure until completed).

12.01.03 Any warranty, representation or statement made by RACCOON VALLEY in this Agreement is false in any material respect.

12.01.04 RACCOON VALLEY is dissolved or its existence terminated; RACCOON VALLEY becomes insolvent, its business fails, or a receiver is appointed for any of RACCOON VALLEY's property; RACCOON VALLEY is generally not paying its debts as they become due; RACCOON VALLEY makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.

**12.02** If RACCOON VALLEY defaults, DMWW shall be entitled to all legal and equitable remedies for possession of the Real Estate and collection of all amounts due DMWW under the Agreement.

**13. ATTORNEY'S FEES.** If there is any legal action or proceeding between DMWW and RACCOON VALLEY to enforce any provision of this Agreement or to protect or establish any right or remedy of either DMWW or RACCOON VALLEY hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

**14. NO PARTNERSHIP.** It is expressly understood that DMWW does not, in any way or for any purpose, become a partner of RACCOON VALLEY in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with RACCOON VALLEY.

**15. ASSIGNMENT AND SUBLEASE.** RACCOON VALLEY shall not assign or sublease this Agreement or allow anyone else to use or occupy any part of the Real Estate in a manner not otherwise contemplated by the parties (e.g. others may use and occupy the Real Estate for RACCOON VALLEY's events) without DMWW's prior written consent, which may be withheld at DMWW's sole discretion. DMWW shall have the right and ability to assign this Agreement in any respect without notice and without the consent to RACCOON VALLEY, and upon such assignment shall be relieved any and all liabilities and obligations under this Agreement.

**16. SUBORDINATION.** RACCOON VALLEY agrees that this Agreement shall be subordinate to any mortgage or trust deeds that are now or may hereafter be placed

upon said Real Estate and to any and all advances made or to be made thereunder, and to the interest thereon and all renewals, replacements and extensions thereof. If any mortgagee or beneficiary elects to have this Agreement superior to its mortgage, or deed of trust by notice to RACCOON VALLEY, then this Agreement shall be deemed superior to the lien of any such mortgage or trust deed, whether this Agreement is dated or recorded before or after said mortgage or trust deed.

**17. ESTOPPEL CERTIFICATES.** The parties agree at any time and from time to time upon not less than ten (10) days prior request by the other party to execute, acknowledge and deliver to the other party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser, mortgagee or assignee of any mortgagee of the Real Estate.

**18. ADDRESSES.** The address of DMWW is:

Board of Trustees  
Des Moines Water Works  
2201 George Flagg Parkway  
Des Moines, Iowa 50321-1190

The address of RACCOON VALLEY is:

Raccoon Valley Little League, Inc.  
c/o Brandon Buckner, President  
PO Box 65503  
West Des Moines, Iowa 50265

Any notice required or permitted by this Agreement or otherwise shall be considered as given if mailed, with proper postage affixed to the other party at such address. By like notice different addresses may be given.

**19. ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the subject matter hereof, for the use of the Real Estate for the term state above.

**20. DMWW RETAINED RIGHTS.** DMWW shall retain the right to enter upon and use the Real Estate for DMWW purposes so long as such entry and use do not impair the reasonable use and enjoyment of RACCOON VALLEY as allowed under Section 4.

**21. SIGN RIGHTS.** DMWW shall have the right to post a sign on the Real Estate, utilizing RACCOON VALLEY name and logo for the purpose of publicizing DMWW's support of the RACCOON VALLEY program. DMWW shall bear the cost of the sign. DMWW reserves the right to install signage specifying property is own by DMWW at any time during the agreement period.

**22. TIME OF ESSENCE.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.



**23. SECTION HEADINGS.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or amplifying the provisions hereof.

**24. RACCOON VALLEY'S PERSONALTY.** DMWW shall not be liable for any loss (including any lost profits) or damage to any of RACCOON VALLEY's merchandise, personalty or other property on or about the Real Estate, and DMWW shall not be liable for consequential damage suffered by RACCOON VALLEY, regardless of the cause of the loss or damage. RACCOON VALLEY shall be responsible for any taxes or assessments made against its personal property, and shall defend and indemnify DMWW against the same.

**25. FORCE MAJEURE.** Except with respect to monetary obligations hereunder, neither party will be liable to the other party during any period in which performance is delayed or prevented, in whole or in part, by circumstances beyond the reasonable control of the party. Circumstances include, but are not limited to the following: Act of God (e.g. flood, earthquake, wind), fog out, electrical problems, fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and / or transportation, pandemic or wide-spread health concern or emergency or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.

**26. INJURIES AND MEDICAL EMERGENCIES.** Athletic trainers and medical staff of any kind are NOT provided by DMWW, and RACCOON VALLEY along with coaches and parents are ultimately responsible for properly handling all injuries and medical emergencies that may occur during any event. Tenant shall be required to have an emergency action plan and provide a trained medical professional or someone with CPR, 1st Aid, and AED training to be on site at all times to oversee all injuries and emergencies.

**27. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

**28. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall construe one and the same instrument.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**RACCOON VALLEY  
LITTLE LEAGUE, INC**

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

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

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

**Andrea Boulton, Board Chairperson**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**Ted Corrigan, P.E.**

Telephone: \_\_\_\_\_

**CEO and General Manager**

# Exhibit "A"



**Des Moines**  
**Water Works**  
Water You Can Trust for Life  
ENGINEERING DEPARTMENT  
Des Moines, Iowa

**DMWW LEASED LAND**  
**RACCOON VALLEY LITTLE LEAGUE COMPLEX**

SCALE: 1"=500'

DATE: 10-11-2011

DRAWN BY: JLH

APPROVED BY:

## **AGENDA ITEM FORM**

**SUBJECT:** Des Moines Soccer Club Agreement for the Use of Water Works Property

**SUMMARY:**

In 1987, Des Moines Water Works (DMWW) entered into an agreement with Southridge Soccer Club for the use of DMWW property. The organization was renamed to Soccer South Soccer Inc. in 1991 and in 2020 merged with Soccer West Soccer Club to create Des Moines Soccer Club. The club provides soccer amenities to the Des Moines youth. The soccer complex is located in the 4400 block of Park Avenue on the western edge of Water Works Park. The total area leased by Des Moines Soccer Club is 23 acres.

DMWW provides for the use of its property by two youth sports organizations including Raccoon Valley Little League, Inc., and Des Moines Soccer Club. Each of these agreements currently has the same term and the same rate of \$70 per acre.

The attached agreement is a three-year agreement with Des Moines Soccer Club through December 31, 2025. The rate for this agreement will remain the same at \$70 per acre per year.

**FISCAL IMPACT:**




The annual cash rent payment of \$1,610 will be applied to General Grounds Administration.

**RECOMMENDED ACTION:**

Authorize the Chairperson to execute the Des Moines Soccer Club Agreement for Use of Water Works Property for a three-year term to expire on December 31, 2025.

**BOARD REQUIRED ACTION:**

Motion authorizing the Chairperson to execute the Des Moines Soccer Club Agreement for Use of Water Works Property for a three-year term to expire on December 31, 2025.

 Jessica Barnett (date) Supervisor of Property Management	 Kyle Danley, P.E. (date) Chief Operating Officer	 Ted Corrigan, P.E. (date) CEO and General Manager
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Attachment: Des Moines Soccer Club Agreement, Exhibit A-map

**DES MOINES SOCCER CLUB, INC.**  
**AGREEMENT FOR THE USE OF WATER WORKS PROPERTY**  
**("Agreement")**

**PARTIES:**

The parties of this agreement are the Board of Water Works Trustees of the City of Des Moines, Iowa ("DMWW"), as owner, and Des Moines Soccer Club, as user ("DMSC").

**RECITALS:**

- A. DMWW manages and controls the Water Works system of the City of Des Moines. It has authority under 388.4, 384.81(1), and 364.7, Code of Iowa (1991) to enter into agreements with respect of its property.
- B. DMWW's property includes 23 acres depicted on Exhibit "A" (the "Real Estate").
- C. DMWW and DMSC previously entered into various "Agreements for Use" and related extensions which provided for DMSC's use of the Real Estate from 1988 through December 31, 2022.
- D. DMSC desires to continue using the Real Estate for a new term of three (3) years commencing January 1, 2023 for youth soccer activities. The DMWW board has determined that such use is compatible with the use of the Real Estate for DMWW's purposes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DMWW and DMSC agree that DMSC be licensed to use the Real Estate under the following terms and conditions:

- 1. **TERM.** The term of this Agreement for Use shall be three (3) years commencing on the first day of January, 2023 ("Term").
- 2. **RENT:** DMSC shall pay the DMWW, without deduction or set-off, at the DMWW's Office at 2201 George Flagg Parkway, Des Moines, Iowa, or such other place as the DMWW may designate in writing, an annual rental of \$70.00 per acre for each of the twenty three (23) acres included in the Real Estate, or \$1,610.00, per annum, payable in advance on April 1, 2023, and April 1 of each succeeding year. The sign rights granted in Section 14 shall be additional consideration to DMWW for this Agreement.
- 3. **IMPROVEMENTS.** All improvements to the Real Estate shall be accomplished at the sole cost, risk and expense of DMSC, and shall be subject to advance review and approval of any plans, specifications, configurations, and timeframes by the DMWW, which such approval shall not be unreasonably withheld. Risk of loss of all improvements shall remain with DMSC which shall insure such improvements against loss to the extent it deems proper. Neither DMSC nor its insurer shall have any right to



claim against DMWW for any loss to such improvements by way of subrogation or otherwise.

- 4. ACCEPTANCE OF THE REAL ESTATE AND USE.** DMSC's possession of the Real Estate upon the commencement of the Term shall be conclusive evidence that DMSC thereby accepts the Real Estate in its then present condition. DMSC acknowledges that DMSC shall inspect the Real Estate on or shortly before the commencement of the Term and its possession of the Real Estate thereafter shall be conclusive evidence that it is fully satisfied with the then physical condition thereof and thus agrees to accept the same in its present "AS IS" condition as of the commencement date. The parties acknowledge and agree that neither DMWW nor any representative of DMWW has made any warranties or representations upon which DMSC relies with respect to the physical condition of the Real Estate.

The Real Estate shall be used by DMSC for its purposes for youth soccer activities only. DMSC agrees to restrict the use of the Real Estate to such purpose, and not to use, or permit the use of, the Real Estate for any other purpose without first obtaining the written consent of DMWW. DMSC accepts the Real Estate subject to such conditions, restrictions, and limitations, if any, that presently appear of record in regard to the Real Estate.

- 5. PERMITS FOR USE.** Any permits required for the improvements shall be acquired at the sole cost, risk and expenses of DMSC. Subject to the terms of this agreement, DMWW will reasonably cooperate in obtaining such permits.
- 6. FLOODPLAIN.** DMSC understands that the Real Estate is located within the floodplain of the Raccoon River. DMSC assumes the risk of damage to the Real Estate and such improvements as it may construct on it due to flooding.
- 7. TAXES.** The Real Estate is not now subject to taxation. Should Polk County Treasurer claim it has become taxable because of this Agreement, and then DMSC shall pay, as additional rent, but directly to the taxing authorities, any and all taxes that may be assessed against Real Estate. DMSC may contest the amount and validity of any such tax, but only at its own cost, risk, and expense.
- 8. TERMINATION.** Should the DMWW determine in good faith that it needs the Real Estate for other DMWW purposes, and then it may terminate this Agreement by giving 30 days notice of its intent to do so to DMSC. Upon termination under the foregoing sentence DMWW shall reimburse DMSC for the unamortized cost of any permanent improvements (but not maintenance expenses) incurred by DMSC. "Unamortized cost" shall be determined in accordance with generally accepted accounting principles. DMWW may also terminate this Agreement if DMSC fails to pay rent or is otherwise in material breach of this Agreement, and fails to correct such failure or breach within 30 days of notice.
- 9. MAINTENANCE.** DMSC shall, throughout the term of this Agreement, keep and maintain the Real Estate and any improvements thereof in a clean, safe and presentable condition, including mowing and grass maintenance, repair and replacement as deemed reasonably necessary by DMWW in its reasonable discretion. Notwithstanding any

other provision contained herein, DMWW shall not be responsible or liable for any repair or replacement obligations for damage or disrepair to the Real Estate, improvements or equipment, including but not limited to, any fencing, soccer nets and goals and bleachers, and the parties hereby acknowledge and agree that DMSC shall be liable and responsible for any damage, death or injury related to its use of the Real Estate and any improvements.

## **10. DMSC'S OBLIGATIONS.**

**10.01 Rules and Regulations.** DMSC, and its members, managers, employees, officers, and agents shall comply with any and all rules and regulations now or hereinafter established by the DMWW with respect to the Real Estate, and DMSC shall use best faith efforts to enforce said rules and regulations (hereinafter, as the same may be amended from time to time as provided for herein, the "Rules and Regulations") related to attendees, invitees, guests and participants of events. DMWW acknowledges and agrees that DMSC will not be in breach of this Agreement should attendees, invitees, guests or participants of events violate the Rules and Regulations so long as DMSC engaged in best faith efforts to enforce the Rules and Regulations. DMWW hereby reserves the right to reasonably modify the Rules and Regulations from time to time, upon 30 days advance notice to DMSC.

**10.02 Supervision.** DMSC shall have the sole responsibility of managing and supervising the events to be conducted on the Real Estate. Except as otherwise set forth in this Agreement, DMSC shall have the sole responsibility for the safety of all event participants, spectators, invitees and players.

**10.03 Vendors.** DMSC shall not permit or allow any unaffiliated vendors, sales or solicitations at the Real Estate during any event without the prior written approval of DMWW, which approval may be withheld by DMWW in its sole discretion.

**10.04 Equipment.** DMSC shall be responsible for furnishing and providing equipment for events at the Real Estate, provided that after each event, DMSC shall leave the Real Estate in the same condition as it was at the beginning of such event, ordinary wear and tear excepted, and shall remove from the Real Estate, all equipment and other property of any players, coaches or other participants in any event held by DMSC at or near the Real Estate. After each event, DMSC shall ensure all trash and debris is properly discarded. If DMSC fails to remove any equipment or other property after any such event, DMWW shall have the right to remove such equipment or property and dispose of such property in its sole discretion.

**10.05 Non-Discrimination.** DMSC shall not discriminate on the account of race, sex, religion, color, national origin, ancestry or age, in the employment or use of the facilities or participants associated with its events and shall comply with all requirements of the Americans with Disabilities Act.

**10.06 Laws.** DMSC shall comply with all applicable local, state and federal laws and regulations in connection with its use of the Real Estate.

**10.07 Damage.** DMSC shall be responsible for any damage to the Real Estate (including but not limited to the surface area) caused by DMSC or any member, employee, invitee, guest or participant at any event conducted by DMSC at the Real Estate.

**11. INDEMNITY/LIABILITY INSURANCE.** DMSC shall indemnify, defend and hold harmless the DMWW against and from any and all (a) liabilities, suits, claims, demands, losses, judgments, damages, and actions and costs and reasonable expense (including attorney fees) of any kind or nature or by anyone whomsoever, due to or arising out of any default in observing, violating, or nonperformance of any term, covenant or condition of this Agreement on the part of DMSC; (b) any damage to person or property occasioned by any act or omission that DMSC may permit or suffer; (c) any accident, injury, damage, or death to persons or property, anytime occurring in or about the Real Estate; (d) the negligence or misconduct of DMSC, its parents, subsidiaries or affiliates or any of the foregoing entities' members, managers, employees, officers, agents or contractors; or (e) breach or allegation which, if true, would constitute a breach of any representations, warranties or covenants made by DMSC hereunder.

DMSC shall keep and maintain, at its sole cost and expense, for the mutual benefit of DMWW and DMSC, policies of commercial general liability insurance, including property damage, insuring the DMWW and DMSC against liability for injury to persons or property occurring in or about the Real Estate or arising out of the DMWWship, maintenance, use or occupancy thereof, to the limit of not less than \$1,000,000 for any one accident or occurrence, and so-called "umbrella" or "excess" coverage, therefore with a limit of at least \$1,000,000. DMSC shall add Hired and Non-Owned Auto Liability to their General Liability policy and DMWW shall be included as an additional insured on a primary basis. Certificates of said policies, together with proof of payment of the premium therefore, shall be furnished to the DMWW prior to the commencement of this Agreement. Copies of renewals or substitutions for such policies shall likewise be furnished to the DMWW. Thirty days notice to DMWW of cancellation or material change in coverage shall be required. Further, DMSC shall keep and maintain any additional insurance coverages that DMWW requires in its reasonable discretion.

**12. DEFAULT BY DMSC.** The following provisions shall govern default by the DMSC:

**12.01** DMSC will be in default under this Agreement upon the occurrence of any one or more of the following events:

**12.01.01** Failure of DMSC to make any rent payments or pay any other monetary obligation when due and, which failure shall continue for a period of five (5) days after written notice thereof to DMSC.

**12.01.02** Failure of DMSC to fully perform or observe any of DMSC's non-monetary covenants or obligations under the Agreement, which failure shall continue for a period of thirty (30) days after written notice thereof to DMSC (unless such default by its nature cannot be cured within thirty (30) days then DMSC shall not be in default if it promptly begins a cure after notification of such default and diligently prosecutes such cure until completed).

**12.01.03** Any warranty, representation or statement made by DMSC in this Agreement is false in any material respect.



**12.01.04** DMSC is dissolved or its existence terminated; DMSC becomes insolvent, its business fails, or a receiver is appointed for any of DMSC's property; DMSC is generally not paying its debts as they become due; DMSC makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.

**12.02** If DMSC defaults, DMWW shall be entitled to all legal and equitable remedies for possession of the Real Estate and collection of all amounts due DMWW under the Agreement.

**13. ATTORNEY'S FEES.** If there is any legal action or proceeding between DMWW and DMSC to enforce any provision of this Agreement or to protect or establish any right or remedy of either DMWW or DMSC hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

**14. NO PARTNERSHIP.** It is expressly understood that DMWW does not, in any way or for any purpose, become a partner of DMSC in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with DMSC.

**15. ASSIGNMENT AND SUBLEASE.** DMSC shall not assign or sublease this Agreement or allow anyone else to use or occupy any part of the Real Estate in a manner not otherwise contemplated by the parties (e.g. others may use and occupy the Real Estate for DMSC's events) without DMWW's prior written consent, which may be withheld at DMWW's sole discretion. DMWW shall have the right and ability to assign this Agreement in any respect without notice and without the consent to DMSC, and upon such assignment shall be relieved any and all liabilities and obligations under this Agreement.

**16. SUBORDINATION.** DMSC agrees that this Agreement shall be subordinate to any mortgage or trust deeds that are now or may hereafter be placed upon said Real Estate and to any and all advances made or to be made thereunder, and to the interest thereon and all renewals, replacements and extensions thereof. If any mortgagee or beneficiary elects to have this Agreement superior to its mortgage, or deed of trust by notice to DMSC, then this Agreement shall be deemed superior to the lien of any such mortgage or trust deed, whether this Agreement is dated or recorded before or after said mortgage or trust deed.

**17. ESTOPPEL CERTIFICATES.** The parties agree at any time and from time to time upon not less than ten (10) days prior request by the other party to execute, acknowledge and deliver to the other party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this

Section may be relied upon by a prospective purchaser, mortgagee or assignee of any mortgagee of the Real Estate.

**18. ADDRESSES.** The address of DMWW is:

Board of Trustees  
Des Moines Water Works  
2201 George Flagg Parkway  
Des Moines, Iowa 50321-1190

The address of DMSC is:

DMSC Des Moines Soccer Club.  
c/o James Spiller, President  
Po Box 21172  
Des Moines, Iowa 50321

Any notice required or permitted by this Agreement or otherwise shall be considered as given if mailed, with proper postage affixed to the other party at such address. By like to notice different addresses may be given.

**19. ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the subject matter hereof, for the use of the Real Estate for the term state above.

**20. DMWW RETAINED RIGHTS.** DMWW shall retain the right to enter upon and use the Real Estate for DMWW purposes so long as such entry and use do not impair the reasonable use and enjoyment of DMSC as allowed under Section 4.

**21. SIGN RIGHTS.** DMWW shall have the right to post a sign on the Real Estate, utilizing DMSC name and logo for the purpose of publicizing DMWW's support of the DMSC program. DMWW shall bear the cost of the sign. DMWW reserves the right to install signage specifying property is own by DMWW at any time during the agreement period.

**22. TIME OF ESSENCE.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.

**23. SECTION HEADINGS.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or amplifying the provisions hereof.

**24. DMSC'S PERSONALTY.** DMWW shall not be liable for any loss (including any lost profits) or damage to any of DMSC's merchandise, personalty or other property on or about the Real Estate, and DMWW shall not be liable for consequential damage suffered by DMSC, regardless of the cause of the loss or damage. DMSC shall be responsible for any taxes or assessments made against its personal property, and shall defend and indemnify DMWW against the same.

**25. FORCE MAJEURE.** Except with respect to monetary obligations hereunder, neither party will be liable to the other party during any period in which performance is delayed or prevented, in whole or in part, by circumstances beyond the reasonable control of the party. Circumstances include, but are not limited to the following: Act of God (e.g. flood, earthquake, wind), fog out, electrical problems, fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and / or transportation, pandemic or wide-spread health concern or emergency or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.

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**27. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

**28. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall construe one and the same instrument.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**DES MOINES SOCCER CLUB**

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

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

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

**Andrea Boulton, Board Chairperson**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**Ted Corrigan, P.E.**

**CEO and General Manager**

Telephone: \_\_\_\_\_

# Exhibit "A"



AREA = 22.5 ACRES +/-

**Des Moines**  
**Water Works**  
Water You Can Trust for Life  
ENGINEERING DEPARTMENT  
Des Moines, Iowa

**DMWW LEASED LAND**  
**SOCCER SOUTH COMPLEX**

SCALE: 1" = 300'

DATE: 10-11-2011

DRAWN BY: JLH

APPROVED BY:



**AGENDA ITEM FORM**

**SUBJECT:** Information Items

**SUMMARY:**

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

**FISCAL IMPACT:**


No impact to the budget.

**RECOMMENDED ACTION:**

For review and discussion.

**BOARD REQUIRED ACTION:**

Review and discussion.

<hr/> / (date)	<hr/> / (date)	 Ted Corrigan, P.E. CEO and General Manager (date)
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Attachments: DMWWPF Executive Summary, Board Minutes, December 2022 Financials; Safety Update; Contract Status and Professional Services Agreements Spreadsheets

20 March 2023

## Updates from the Des Moines Water Works Park Foundation

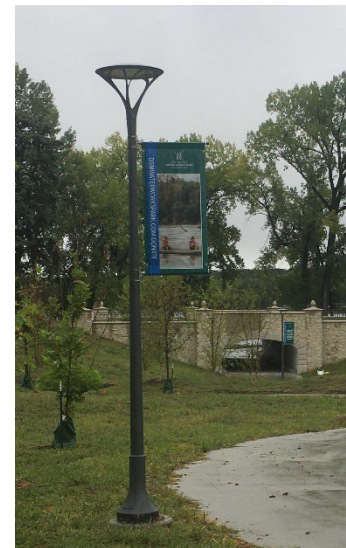


### Phase I – The Big Splash

The repayment plan with the City for the Ruan Connector has been completed and approved by DMWW, DMWWPF and the City. The Foundation will pay the city \$50,000 annually until a final balance reaches \$540,000 and then the city will forgive the remaining balance.

### Programming

The 2023 summer season is taking shape. Several concert, festivals and free community cultural events have already been confirmed as well as the Foundation owned events such as Earth Day Eggstravaganza, Local Bands, Brews and Bikes concert series, the Innovation Award and exploring additional collaborations and opportunities with several different organizations. The park will be hosting RAGBRAI L for both camping and the concert on Wednesday, July 26<sup>th</sup>, effectively serving as “mainstreet” of RAGBRAI’s overnight stop in Des Moines. DMWWPF and DMWW staff are working through logistics with RAGBRAI and the Des Moines RAGBRAI host committee.



April – July Highlights include:

Earth Day Eggstravaganza – April 22

Scream It Out Mental Health Event – KIOA/DM Radio Group – April 29

Grupo Frontera – April 30

PetRock – May 5

Pork Tornadoes – May 6

Iowa Craft Brew Festival – June 3

Nice Tri (Aethism benefit) – June 4

Charles Wesley Godwin – June 9

Young the Giant - June 28

Koe Wetzell – June 30

The Dead South – July 13

Styx – July 14

Whiskey Meyers – July 20

RAGBRAI – July 26

**Revised Year End Financials are attached. Minutes and January and February financials are forthcoming.**

**DES MOINES WATER WORKS PARK FOUNDATION**  
**Board of Directors Meeting Minutes**  
**Friday, March 10 – Board Meeting - 12:00 - 1:30**



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

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

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

**BOD Members Virtual:** Andrea Boulton, Chris Lightfoot, Ardis Kelley, 708-491-6476

**Guests/Staff:** Sam Carrell – DMWWPF; Teri TeBockhorst - DMWWPF; Mike McCurnin – DMWW; Graham Gillette, Amy Beattie, Liam Stowe and Melanie Campbell

- I. Call to Order & Welcome/Affirm Agenda** – Jason Stone called the meeting to order at 12:02 PM;
- II. Guest Speaker** - Graham Gillette, joined by Amy Beattie and Liam Stowe to discuss the Stowe Memorial. They are fundraising for the Water Curia and a foundation for ongoing curriculum. Graham discussed that they are creating a committee for the development of curriculum and learning signs that can be replaceable and/or interactive for the park. Proposed timeline is to fundraise this year and starting construction April 2024.
- III. Financial Report** – Ardis Kelley  
Ardis Kelley discussed the current financials and the cash report. The End of Year Financials had not been provided for the March meeting.
- IV. Board Training** - Ashley Aust  
Ashley Aust discussed the Board of Directors commitment document and the conflict of interest process. In addition, the Board members are encouraged to review the Board Training materials on the Greater Des Moines Community Foundation website.
- V. Presidents Report** – Jason Stone  
Jason Stone provided an update regarding City of Des Moines Contract. It has been approved by the City Council and will be circulated for signature.
- VI. Committee Reports**

- Governance – Ashley Aust  
Teri TeBockhorst introduced Melanie Campbell, Mercy College, who was auditing the board meeting as a potential future board member.
- Programming – Jenny Herrera  
Jenny Herrera discussed the Earth Day Extraordinary Egg Day on April 22, 2023. Jenny encouraged the board to sign up to stuff eggs and that the Extraordinary Egg Day will be from 8:00 am – 12:30 pm with two volunteer shifts. Teri TeBockhorst announced that we have our first documentary commitment to the 2023 Docu-Series.
- Marketing – Teri and Taylor  
Teri and Taylor discussed the work on the next DMWWPF Newsletter, which we will see come out the first part of April. Teri mentioned that they are working on the new donor solicitation packet and the graphics for the Local Bands, Brews, and Bikes;
- Development – Teri TeBockhorst  
Teri TeBockhorst updated the Board on the following item:
  - We are working on selling sponsorships for summer music series – Field Daze that SA is promoting.
  - The Local Bands, Brews and Bikes – this is a free event and we are working to find local bands in coordination with the Music Coalition and the Beer Garden.
  - Met with Mindy Toyne and worked on coordination with the Beer Garden.
  - The Des Moines Radio Group will be the Des Moines radio sponsor for 2023 and we are working closely with them on various promotions.
  - The Park will be featured in the DSM Magazine in May and June issue for events and included in a feature in July and August issue for RAGBRAI;
  - We are preparing the Friends of the Park membership launch;
- Signage – Teri TeBockhorst  
Teri discussed that the Donor Signage has been approved by DMWW and we are obtaining the final estimates. The proposed timeline is to have the signage completed by first of June.
- Stowe Memorial/Lakeside Lab update– Andrea Boulton, Amy Jennings  
We will not receiving funding at this time for the second step of learning/engagement at this time;
- DMWW – Mike McCurnin  
Mike updated the Board on the Regionalization efforts and the update on the condition of the rivers at this point in the year.



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

- Sam presented on the schedule for the event season that is located in the Board packet and it is the first full year.
- Sam discussed that RAGBRAI will be Wednesday, July 26 overnight in the Park. We are appointing a committee for RAGBRAI and Crystal Franke is heading this committee.
- Contracts/Agreements – Sam Summers contract is pretty close to being finalized. Tom's contract will be completed after Sam Summers contract. Sam discussed the Beer Garden contract with the Board.
- Sam also mentioned that he is working on the Budget in light of the 2023 event season and RAGBRAI events.

**VIII. Approval of Minutes –** Upon a motion by Matt Van Loon, and a second by Crystal Franke, the Board of Directors unanimously approved the Des Moines Water Works Park Foundation Meeting Minutes for January and February 2023.

**IX. Announcements**

**X. Adjourn –** The meeting was adjourned at 1:26 PM.

Respectively submitted by Ashley Aust, Board Secretary

Des Moines Water Works Park Foundation

<b>Draft 02/08/2023</b>	<b>December 31, 2022</b>	<b>November 30, 2022</b>	<b>December 31, 2021</b>
<b>ASSETS</b>			
Cash and Cash Equivalents	\$ 184,062.05	\$ 370,328.07	\$ 163,886.67
Investments - Endow Iowa	48,176.08	49,659.70	59,004.60
Pledges Receivable	634,107.07	634,107.07	933,327.40
Charles Schwab	-	2,684.88	-
Prepaid Expenses	1,005.28	1,256.62	766.39
<b>Total Assets</b>	<b>\$ 867,350.48</b>	<b>\$ 1,058,036.34</b>	<b>\$ 1,156,985.06</b>
Accounts Payable	\$ 8,398.13	\$ 9,194.21	\$ 9,003.24
Accrued Expenses	1,780,212.29	1,780,212.29	1,787,912.29
Loan Payable - Line of Credit	484,370.55	699,893.72	703,745.80
<b>Total Liabilities</b>	<b>\$ 2,272,980.97</b>	<b>\$ 2,489,300.22</b>	<b>\$ 2,500,661.33</b>
<b>NET ASSETS</b>			
Net Assets without donor restrictions:			
Available to Spend	\$ 912,024.09	\$ 884,303.72	\$ 1,037,421.32
Net Assets with donor restrictions:			
Endow Iowa	48,176.08	49,659.70	59,004.60
Karras Kaul Sculpture	10,957.21	10,957.21	10,957.21
Park Improvement/Fleur Trail	(2,376,787.87)	(2,376,184.51)	(2,451,059.40)
<b>Total Net Assets</b>	<b>\$ (1,405,630.49)</b>	<b>\$ (1,431,263.88)</b>	<b>\$ (1,343,676.27)</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 867,350.48</b>	<b>\$ 1,058,036.34</b>	<b>\$ 1,156,985.06</b>

Des Moines Water Works Park Foundation  
Consolidated Statement of Financial Activity and Change in Net Assets  
For the twelve months ending December 31, 2022

Draft 02/08/2023

	December-22					FISCAL YEAR TO DATE			Annual Budget
	Operating	Development	Programming	Capital	Total	Actual	Budget	Budget Variances	2022
<b>REVENUES AND OTHER SUPPORT</b>									
Corporate & Foundation Giving	\$ -	\$ -	\$ -	\$ 2,950.23	\$ 2,950.23	\$ 157,978.86	\$ -	\$ 157,978.86	\$ -
Individual Gifts	-	5,030.00	-	-	5,030.00	19,570.34	-	19,570.34	-
Park Sponsorship	-	-	-	-	-	-	75,000.00	(75,000.00)	75,000.00
Special Event Income	-	-	43,850.00	-	43,850.00	73,101.13	15,000.00	58,101.13	15,000.00
State Grant Income	-	-	-	-	-	-	25,000.00	(25,000.00)	25,000.00
User/Vendor Revenue	-	-	-	-	-	-	442,670.00	(442,670.00)	442,670.00
Investment Income, net of fees	(3,734.32)	-	-	0.50	(3,733.82)	(7,957.24)	-	(7,957.24)	-
<b>Total Revenues and Other Support</b>	\$ (3,734.32)	\$ 5,030.00	\$ 43,850.00	\$ 2,950.73	\$ 48,096.41	\$ 242,693.09	\$ 557,670.00	\$ (314,976.91)	\$ 557,670.00
<b>EXPENSES</b>									
Accounting/Audit	\$ 2,125.00	\$ -	\$ -	\$ -	\$ 2,125.00	\$ 11,475.00	\$ 11,083.00	\$ 392.00	\$ 11,083.00
Amphitheater Programming	-	-	6,685.02	-	6,685.02	50,482.36	125,000.00	(74,517.64)	\$ 125,000.00
Building Maintenance	-	-	-	-	-	16,475.00	-	16,475.00	-
Consulting Services	-	-	-	-	-	8,800.00	-	8,800.00	-
Community Programming	-	-	-	-	-	23,650.22	19,850.00	3,800.22	19,850.00
Development	-	-	-	-	-	-	14,750.00	(14,750.00)	14,750.00
Food Expense	-	-	-	-	-	405.03	-	405.03	-
General Office	399.20	87.29	-	-	486.49	7,202.30	5,500.00	1,702.30	5,500.00
Governance	112.35	-	-	-	112.35	112.35	2,650.00	(2,537.65)	2,650.00
Information Technology	28.72	-	-	-	28.72	1,869.13	-	1,869.13	-
Interest Expense	-	-	-	3,554.09	3,554.09	34,395.27	-	34,395.27	-
Marketing	-	-	86.67	-	86.67	926.60	26,352.00	(25,425.40)	26,352.00
Misc. Expense	-	-	-	-	-	3.00	500.00	(497.00)	500.00
Office Equipment	-	-	-	-	-	53.49	-	53.49	-
Park Maintenance	-	-	-	-	-	-	45,000.00	(45,000.00)	45,000.00
Professional Services	-	6,400.00	-	-	6,400.00	80,971.96	-	80,971.96	-
Rent Expense	130.00	-	-	-	130.00	1,560.00	-	1,560.00	-
Staffing & Administrative Costs	4,770.00	-	-	-	4,770.00	57,240.00	103,200.00	(45,960.00)	103,200.00
Supplies Expense	-	-	-	-	-	116.64	-	116.64	-
Travel Expense	-	-	2.50	-	2.50	2.50	-	2.50	-
Utilities	-	-	814.44	-	814.44	8,906.46	9,960.00	(1,053.54)	9,960.00
<b>Total Expenses</b>	\$ 7,565.27	\$ 6,487.29	\$ 7,588.63	\$ 3,554.09	\$ 25,195.28	\$ 304,647.31	\$ 363,845.00	\$ (59,197.69)	\$ 363,845.00
<b>Change in Net Assets</b>	\$ (11,299.59)	\$ (1,457.29)	\$ 36,261.37	\$ (603.36)	\$ 22,901.13	\$ (61,954.22)	\$ 193,825.00	\$ (255,779.22)	\$ 193,825.00
<b>Net Assets, Beginning of Year</b>						(1,343,676.27)			
<b>Net Assets, End of Year</b>						<u>\$ (1,405,630.49)</u>			

## MEMORANDUM

DATE: March 23, 2023

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

FROM: Dylan White, Field Safety Specialist

SUBJECT: Safety Review

### Injuries

2 (02/28/2023)

We are expanding our use of NeoGov, a learning management system, to track our training better. This tool will aid us in ensuring that all employees receive all the required training necessary for success.

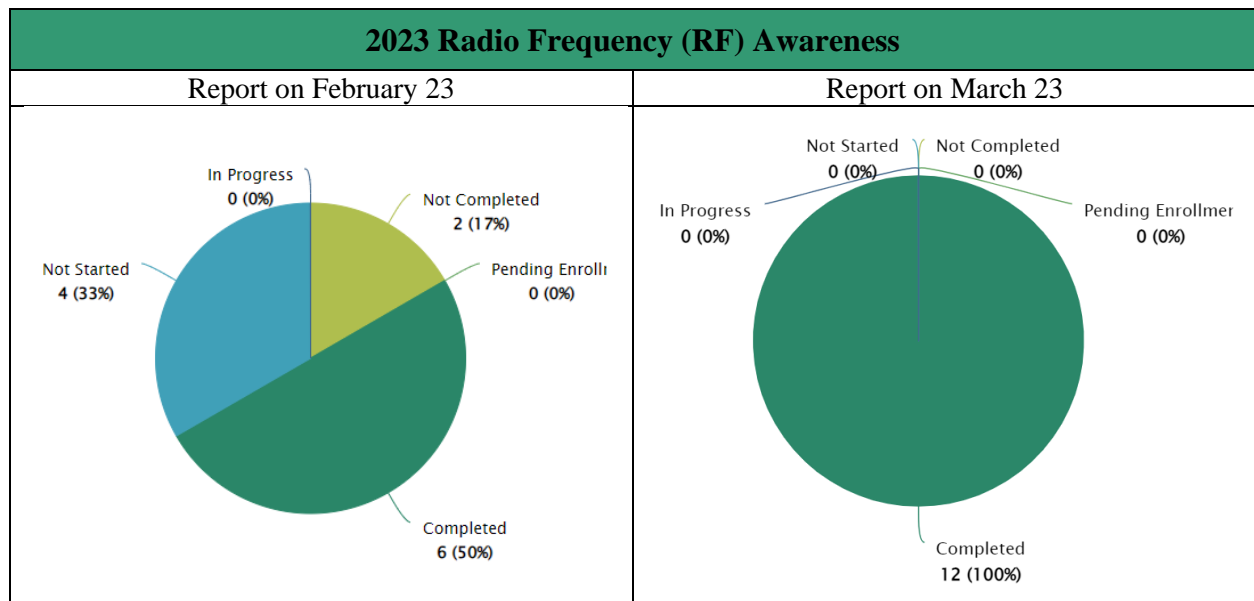
### Accidents

5 (4 preventable)

### Near Misses

16 (42% actionable resolved)

Below is an illustration to expand on a recent example shared with the Planning Committee on March 14<sup>th</sup>. RF Awareness training was assigned, but by February 23<sup>rd</sup>, not entirely completed by all enrollees. The tracking software in NeoGov allowed us to follow up with those enrolled to achieve 100% completion by March 23<sup>rd</sup>.



## COMPETITIVE BIDS CONTRACT STATUS FOR MARCH 2023

NW 26th Street Booster Station	Construction is substantially complete. Punchlist items are being completed.	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 \$1,491,106.08 Apr-23
Nitrate Removal Facility Crawlspace Renovation	Construction is substantially complete. Cleaning and punch list items remain.	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 \$310,614.39 \$1,622,614.39 \$1,622,614.39 Apr-23
2021 Well Rehabilitation	Contractor on site at SWTP #1. MWTP #6 to be completed in fall of 2023.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Layne Christensen Company, Inc. 2/14/2022 \$1,344,820.00 \$723,125.00 \$2,067,945.00 \$557,051.00 Dec-23
Joint Eastside Booster Station Hypochlorite Feed System	Construction in progress. Final parts received week of 3/20/2023.	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 \$163,500.00 Apr-23
L. P. Moon Pumping Station - Pump No. 8	Contractor has resumed work with arrival of Owner-Provided equipment.	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 1/9/2023 \$123,390.00 \$3,911.00 \$127,301.00 \$57,060.82 May-23
Norwalk Highway G14 Meter Vault	Construction in progress. Supply chain issues with electric and communication equipment.	Contractor Notice to Proceed Original Contract Sum Net Change by Change Orders Contract Sum to Date Total Completed to Date Anticipated Completion Date	Rognes Corp. 4/6/2022 \$536,000.00 \$2,853.00 \$538,853.00 \$474,392.65 Apr-23

Item IV-D

Fleur Drive Operations Center Stormwater System Improvements - Phase 2	Construction in progress.	Contractor	WRH, Inc.
		Notice to Proceed	3/28/2022
		Original Contract Sum	\$1,179,900.00
		Net Change by Change Orders	\$24,622.89
		Contract Sum to Date	\$1,204,522.89
		Total Completed to Date	\$1,001,636.23
		Anticipated Completion Date	Jun-23
2022 Tank Painting - Tenny Standpipe and Runnells Water Tower	Punchlist items are being completed.	Contractor	G & L Tank Sandblasting & Coatings, LLC
		Notice to Proceed	7/29/2022
		Original Contract Sum	\$860,000.00
		Net Change by Change Orders	\$46,500.00
		Contract Sum to Date	\$906,500.00
		Total Completed to Date	\$871,500.00
		Anticipated Completion Date	Apr-23
2022 Water Main Replacement	Construction is substantially complete. Punchlist items remain.	Contractor	J & K Contracting, LLC
		Notice to Proceed	9/6/2022
		Original Contract Sum	\$989,145.00
		Net Change by Change Orders	\$412,340.22
		Contract Sum to Date	\$1,401,485.22
		Total Completed to Date	\$1,279,814.22
		Anticipated Completion Date	Apr-23
Gallery Valve Chamber Structures Reconstruction - Phase 2	Construction is substantially complete. Punchlist items remain.	Contractor	Nate Todd Construction, LLC
		Notice to Proceed	7/11/2022
		Original Contract Sum	\$498,750.00
		Net Change by Change Orders	\$0.00
		Contract Sum to Date	\$498,750.00
		Total Completed to Date	\$463,000.00
		Anticipated Completion Date	Apr-23
2022 Des Moines Water Main Replacement - Contract 1	Construction is substantially complete. Punchlist items remain.	Contractor	Synergy Contracting, LLC
		Notice to Proceed	7/29/2022
		Original Contract Sum	\$1,486,413.00
		Net Change by Change Orders	\$13,233.50
		Contract Sum to Date	\$1,499,646.50
		Total Completed to Date	\$1,539,816.08
		Anticipated Completion Date	Apr-23

**COMPETITIVE QUOTATIONS CONTRACT STATUS FOR MARCH 2023**

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

### PROFESSIONAL SERVICES AGREEMENTS

Service	Selected Vendor	Date	Amount	Comments
Railroad Right-Of-Way Assistance	VAA Engineering	4/9/2021	\$5,000	COMPLETE
Drafting Assistance for Bondurant Meter Pit	Veenstra & Kimm, Inc.	4/9/2021	\$3,000	COMPLETE
Electrical Consultation: LP Moon Pump 8	Stanley Consultants	5/6/2021	\$9,500	COMPLETE
Design and construction services: Joint Eastside Booster Station Hypochlorite Feed System	Veenstra & Kimm, Inc.	6/8/2021	\$22,900	
Design and construction services: Operation Center Stormwater Pump Station Improvements	Veenstra & Kimm, Inc.	6/8/2021	\$50,150	
Roof Membrane Relaxation Design	WTI	7/2/2021	\$3,000	
Design and preconstruction for DSM River Intake Roofing and Structural Modification	Accord Architecture	7/2/2021	\$9,280	COMPLETE
Maffitt East Feeder Main Control Valve Design	Stanley Consultants	8/6/2021	\$46,920	COMPLETE
Engineering & Drafting assistance - 2021 DM WMR #4	JEO Consulting Group	8/16/2021	\$20,270	COMPLETE
Government Relations Services - October 1, 2021 - September 30, 2022	Woodberry Associates, LLC	9/22/2021	\$5,000/month	COMPLETE
Engineering Services - Drafting water main relocations for City of Des Moines SE Connector SE 30th to US Hwy 65	Kirkham Michael	9/24/2021	\$10,000	COMPLETE
Legislative Advocacy - October 1, 2021 - December 31, 2022	Advocacy Strategies	9/24/2021	\$53,125	\$10,625/qtr
Survey Services for 2022 WMR - SW 10th Place	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
Survey Services for 2022 WMR - SW 11th Street	Snyder & Associates	11/9/2021	\$24,600	COMPLETE
Specs and Contract Documents for 2022 Tank Painting - Tenny	Dixon Engineering	11/24/2021	\$5,125	COMPLETE
Drafting and Design for City of DM 2nd Ave. Improvements Project - University Ave to 2nd Ave Bridge	Bolton & Menk	11/22/2021	\$39,510	
Survey Services for 2022 WMR - Luster Ln & SW 9th St	McClure Engineering	12/1/2021	\$19,325	COMPLETE
Specs and Contract Documents for 2022 Tank Painting - Runnells	Dixon Engineering	12/28/2021	\$6,625	COMPLETE
Communications, Public Relations - Melissa Walker	MW Media Consultants, LLC	1/1/2022	\$4,800/month	
Consulting Services for Replacement of Financial Mgmt. Software	Adbo Financial Solution	2/11/2022	\$98,400	
2022 Voice of the Customer Survey/Research	SPPG+Essman Research	3/21/2022	\$40,000	
Survey Services for 2022 Des Moines WMR - Contract 2	Snyder & Associates	3/22/2022	\$37,953	
Diversity and Inclusion Plan	Keen Independent Research	4/15/2022	\$49,985	
Inspection Services for Tenny Standpipe painting	KLM Engineering, Inc.	5/12/2022	\$60,295	
Engineering Services - Drafting water main relocations for City of Des Moines Hamilton Drain - Phase 3	Kirkham Michael	6/15/2022	\$10,000	
Engineering Svcs for City of DM E Court Ave from DM River to E14th St	Shive-Hattery	6/23/2022	\$90,500	
Water Main Design for Windsor Heights 73rd St. Phase 1 Improvements	Bolton & Menk, Inc.	7/14/2022	\$30,000	
Development of Drafting Standards for Engineering Department	DTM Solutions	8/30/20022	\$13,200	
MicroStation Connect and OpenRoads Designer Training	DTM Solutions	8/30/2022	\$3,800	
Design, Bid, and Construction Administration Services - MWTP HVAC	Shive-Hattery	9/26/2022	\$15,750	
Engineering Services - Closed Loop Cooling Projects Planning Study	IMEG	9/27/2022	\$23,600	COMPLETE
Engineering Services - Vine Street Water Main Improvements	ISG, Inc.	11/4/2022	\$21,600	
FDWTP 5KV Study	KFI	11/16/2022	\$38,100	
DM River and NW Beaver Drive Geotechnical Exploration Services	Allender Butzke Engineers, Inc.	11/16/2022	\$15,000	
SWTP Transmission Improvements Design & Construction	Snyder & Associates	11/28/2022	\$1,078,400	
FDWTP Pumping Station HVAC - RTU Replacement	IMEG	12/29/2022	\$31,700	
Roof Relaxation Specs, Drawings and Bidding Documents	WTI	1/18/2023	\$7,250	
LP Moon ASR Pump Electrical Evaluation	AECOM	1/20/2023	\$7,800	
Hickman Feeder Main Relocation Design & Construction Services	Snyder & Associates	1/24/2023	\$82,700	
McMullen Truck Scale Improvements Engineering Services	Snyder & Associates	1/31/2023	\$60,500	
MWTP Chemical Feed Improvements Engineering Services	McClure Engineering	2/3/2023	\$106,670	
SWTP Capacity Expansion Design & Construction Services	HDR Engineering	2/6/2023	\$12,999,057	